

Table of Contents

Agenda	3
Minutes of December 21, 2016 Regular City Council Meeting	
12-21-16 Minutes	8
Minutes of December 27, 2016 Special City Council Meeting	
12-27-16 Minutes	14
Minutes of January 4, 2017 Regular City Council Meeting	
Minutes 1-04-17.	15
Warrant Register - \$2,704,885.18	
New Warrant Register 02-01-17	24
voucher listing 01-06-17.	25
Payroll Register 02-01-17.	30
void check listing pe 12-31-16	31
Treasurer's Report, December 2016.	
December 2016 Staff Report	32
December 2016 Treasurers Report.	33
Professional Services Agreement with MDG Associates, Inc.	
staff report	34
Professional Services Agreement.	36
Measure DD Oversight Committee Formation Resolution	
Staff Report - Oversight Committee.	56
Resolution.	58
Ordinance No. 2016-199	63
EMWD Funding Rebate Award – Turf Conversion Project	
Staff Report - EMWD Rebate Award	71
1. EMWD Rebate Award Letter (1.11.17).	73
2. Turf Conversion Proposal	74
3. FY1617 Amended Parks CIP.	83
Change Order No. 2 to Amendment No. 2 of the Contract Services Agreement with Superior Pavement Markings, Inc.	
Staff Report	84
Change Order No. 2.	85
10.5 Staff Report	86
Change Order No. 1.	87
Amendment No. 2.	88
10.9 Staff Report	89
Bonds and Agreements for Tract Map 30507; and the Release of Existing Riverside County Bonds and Agreement for TR 30507, D.R. Horton Los Angeles Holding Co., Inc	
Staff Report - TR 30507 - Acceptance of Agreements, Bonds and Release of Riverside Co. Bonds	91
Exhibit A	93
TR 30507, Agreements & Bonds	94
Riverside Co. Bonds & Agreements.	129

Accept 10% Bond for the Maintenance of Required Public Improvements Associated with Tract Map 28859-2; Ridgemore Investment, LLC

Staff Report - TR 28859-2 -10% Acceptance of Agreements & Bonds	159
Exhibit A	161
10% Bond Endorsement	162
Existing City Agreements and Bonds	165
Senior Advisory Committee Appointments	
Staff Report - SAC Appts	181
Skate Park Supervision/Park Ranger Program	
Staff Report - AMR Skate Park Management - Park Rangers.	183
1. Professional Services Agreement, Action Park Alliance, Inc.	186
2. Scope of Work - Skate Park Supervision.	206
3. Action Park Alliance, Inc. Proposal.	212
4. Draft Park Ranger Classification/Job Description	240
5. Draft Park Ranger Program Budget (FY16/17, 4 month).	244
6. Draft Park Ranger Program Budget (FY17/18, 12 month).	245



**Menifee City Council
AGENDA
Wednesday, February 01, 2017
Closed Session (Special Meeting) 5:00 PM
Regular Session 7:00 PM**

**City Council Chambers
29714 Haun Road
Menifee, CA 92586**

**Neil Winter, Mayor
Greg August, District 1
Matthew Liesemeyer, District 2
Lesa Sobek, District 3
John Denver, District 4**

CLOSED SESSION (5:00 P.M.)

LIABILITY CLAIMS - Pursuant to Government Code Section 54956.95

1. Claimant: Dan Frederick
Agency Claimed Against: City of Menifee
2. Claimant: Glenn Miller
Agency Claimed Against: City of Menifee
3. Claimant: Randy Madrid
Agency Claimed Against: City of Menifee

DISCUSSION OF APPOINTMENT OF PUBLIC EMPLOYEE (INTERIM CITY MANAGER) –
Pursuant to Government Code section 54957(b)(1)

REGULAR SESSION (7:00 P.M.)

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. WORDS OF INSPIRATION**
 - 3.1. Pastor Jeromy Ford, U-Turn For Christ Church
- 4. PLEDGE OF ALLEGIANCE**
 - 4.1. Councilmember John Denver
- 5. PRESENTATIONS**
 - 5.1. Outstanding Citizen of the Year 2016
 - 5.2. Certificate of Recognition - Deputy Jeffrey Lewis
 - 5.3. Certificate of Recognition - Steven Glynn
- 6. AGENDA APPROVAL OR MODIFICATIONS**
- 7. PUBLIC COMMENTS (NON-AGENDA ITEMS)**

8. COUNCILMEMBER UPDATES AND COMMENTS

9. APPROVAL OF MINUTES

- 9.1. Minutes of December 21, 2016 Regular City Council Meeting
- 9.2. Minutes of December 27, 2016 Special City Council Meeting
- 9.3. Minutes of January 4, 2017 Regular City Council Meeting

10. CONSENT CALENDAR

(All matters on the Consent Calendar are to be approved in one motion unless a Councilmember requests a separate action on a specific item on the Consent Calendar. If an item is removed from the Consent Calendar, it will be discussed individually and acted upon separately.)

- 10.1. Waiver of Reading in Full of Any and All Ordinances Listed on this Agenda and Provide that they be Read by Title Only

- 10.2. Warrant Register - \$2,704,885.18

Recommended Action:

Ratify and approve the Voucher List dated 1/6/2017, the Payroll Registers dated 12/30/16, 12/29/16 and 1/13/17 and the Void Check Listing PE 12/31/16.

- 10.3. Treasurer's Report, December 2016.

Recommended Action:

Approve the Treasurer's Report for December 2016.

- 10.4. Professional Services Agreement with MDG Associates, Inc.

Recommended Action:

Approve Professional Services Agreement with MDG Associates, Inc., to prepare the Five Year Consolidated Plan, Year One Annual Action Plan and the Analysis of Impediments to Fair Housing for the CDBG grant program in the not-to-exceed amount of \$36,000.

- 10.5. Measure DD Oversight Committee Formation Resolution

Recommended Action:

Adopt a Resolution forming the Measure DD Oversight Committee.

- 10.6. EMWD Funding Rebate Award – Turf Conversion Project

Recommended Action:

- 1. Accept a funding rebate award from Eastern Municipal Water District in the amount of \$476,862 toward the Parks Capital Improvement Program (CIP) Project No. CS017 "Turf Conversion"; and
- 2. Adopt the amended Fiscal Year 2016-17 Parks CIP to fund a portion of the expenditures not currently budgeted in the project; and

3. Approve new appropriations from the Park Development Impact Fee Area 17 fund reserve balance to Account No. 511-4660-52609 in the amount of \$213,418 to accommodate remaining expenditures not currently budgeted in the Fiscal Year 2016-17 Community Services budget.

10.7. Change Order No. 2 to Amendment No. 2 of the Contract Services Agreement with Superior Pavement Markings, Inc.

Recommended Action:

Approve Change Order No. 2 to Amendment No. 2 of the contract services agreement with Superior Pavement Markings, Inc. for on-call roadway striping services by increasing the compensation for the option year three contract amount of \$150,000 by \$35,000, for a new not to exceed total amount of \$185,000.

10.8. Bonds and Agreements for Tract Map 30507; and the Release of Existing Riverside County Bonds and Agreement for TR 30507, D.R. Horton Los Angeles Holding Co., Inc.

Recommended Action:

1. Accept agreements and bonds for road/drainage, water and sewer improvements and survey monuments;
2. Release existing Riverside County agreements and bonds for road/drainage, water and placement of survey monuments.

10.9. Accept 10% Bond for the Maintenance of Required Public Improvements Associated with Tract Map 28859-2; Ridgemore Investment, LLC

Recommended Action:

Accept the 10% bond to guarantee one year maintenance of the road/drainage improvements completed for Tract Map 28852-2.

11. PUBLIC HEARING ITEMS

None

12. DISCUSSION ITEMS

12.1. Senior Advisory Committee Appointments

Recommended Action:

Appoint two new members to the Senior Advisory Committee pursuant to Resolution No. 16-578.

12.2. Appointment and/or Confirmation of Appointments of Commissioners and Committee Members

Recommended Action:

Appoint and/or confirm current appointments of Commissioners and Committee Members to the following:

1. Planning Commission;

2. Parks, Recreation and Trails Commission;
3. Senior Advisory Commission.

12.3. Public Safety Committee Alternate

Recommended Action:

Appoint an alternate to the Public Safety Committee.

12.4. Regional Cancer Treatment Taskforce

Recommended Action:

Discuss the need of cancer treatment services in our region and identify ways to help the Regional Cancer Treatment Taskforce bring more cancer treatments and cancer-related medical resources closer to home.

12.5. Skate Park Supervision/Park Ranger Program

Recommended Action:

1. Approve a new Park Ranger classification and authorize staff to recruit two full time Park Rangers to conduct routine monitoring, supervision, and enforcement of all City Parks and facilities; and
2. Authorize new appropriations from the General Fund reserve balance to account number 100-4660-(50100-50400) in the amount of \$58,985 for fiscal year 2016-17 to fund the proposed Park Ranger program; and/or
3. Approve and authorize the Acting/Interim City Manager to execute a Professional Services Agreement with the Action Park Alliance, Inc., for the supervision and management of the Audie Murphy Ranch Skate Park (AMR), in amounts not to exceed \$92,750 for the remainder of fiscal year 2016-17 (5 months); \$221,450 for fiscal year 2017-18 (12 months); \$228,093.50 and \$234,936.31 respectively for two optional additional fiscal years 2018-19 19/2019-20 (24 months); and
4. Authorize new appropriations from the General Fund reserve balance to account number 100-4660-52800 in the amount of \$92,750 for fiscal year 2016-17 for the supervision and management of the Audie Murphy Ranch Skate Park; and
5. Authorize new appropriations from the AMR CFD 2012-1 fund reserve balance to account number 490-4557-52800 in the amount of \$100,000 for fiscal year 2016-17 to fund the purchase, engineering, and installation of a Skate Park attendant building.

13. CITY ATTORNEY REPORTS

14. CITY MANAGER REPORTS

15. FUTURE AGENDA REQUESTS FROM COUNCILMEMBERS

Items Scheduled for Future Agendas:

- Consider regulation of shipping containers in commercial areas
 - Request by Denver to be brought back at the next available date.
- Consideration of a Public Safety and Traffic Commission

- Request by Sobek, seconded by Liesemeyer to be brought back in January 2017.
- Information regarding Title 24 and County Dark Sky Ordinance conflict
 - Requested by Liesemeyer, seconded by August to be brought back in January 2017.
- Consideration of application extension for residential plans
 - Requested by Denver, seconded by Mann to be brought back in February or March 2017.
- Discussion of panhandling, homeless, vagrants, loitering, etc.
 - Requested by Sobek, seconded by Liesemeyer to be brought back in January 2017.
- Discussion of Vehicle License Fees and next steps
 - Requested by Sobek, seconded by Winter. *January 4, 2017*

16. ADJOURN

Decorum Policy Notes

Please use a speaker request form when you wish to address Council. The Council anticipates and encourages public participation on its Council meeting, both on agenda items and during the public comments period. Please use respect by not having your cell phones on, refrain from talking in the audience or outbursts that may be disruptive. While we encourage participation, we ask there be a mutual respect for the proceedings.

Staff Reports

Materials related to an item on this Agenda, including those submitted to the City Council after distribution of the agenda packet are available for public inspection by contacting Sarah Manwaring, City Clerk, at (951) 672-6777 during normal business hours.

Compliance with the Americans with Disabilities Act

If you need special assistance to participate in this meeting, you should contact Sarah Manwaring, City Clerk at (951) 672-6777. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

**Menifee City Council
MEETING MINUTES
Wednesday, December 21, 2016
Closed Session 5:00 PM
Regular Session 7:00 PM**

**City Council Chambers
29714 Haun Road
Menifee, CA 92586**

**Neil Winter, Mayor
Greg August, District 1
Matthew Liesemeyer, District 2
Lesa Sobek, District 3
John Denver, District 4**



CLOSED SESSION (5:00 P.M.)

LIABILITY CLAIMS - Pursuant to Government Code Section 54956.95

- Claimant: Carol Lind
Agency Claimed Against: City of Menifee
- Claimant: Benjamin Roy
Agency Claimed Against: City of Menifee

PUBLIC EMPLOYEE PERFORMANCE EVALUTATION - Pursuant to Government Code Section 54957(b)(1); evaluation of City Manager

Mayor Winter opened the meeting at 5:00 p.m. and the City Council recessed into Closed Session for the reasons listed above. Present were: Councilmember August, Councilmember Denver, Councilmember Sobek, Mayor Pro Tem Liesemeyer, and Mayor Winter.

REGULAR SESSION (7:00 P.M.)

1. CALL TO ORDER

Mayor Winter called the Regular meeting to order at 7:09 p.m.

City Attorney Jeffrey Melching stated that there was nothing to report out and that the City Council will continue Closed Session at the end of the regular session.

2. ROLL CALL

Present: Councilmember August, Councilmember Denver, Councilmember Sobek,
Mayor Pro Tem Liesemeyer, and Mayor Winter
Absent: None

3. WORDS OF INSPIRATION

3.1. Reverend Bill Freeman, United Church of Christ

4. PLEDGE OF ALLEGIANCE

- 4.1. Councilmember Lesa Sobek

5. PRESENTATION

- 5.1. Outstanding Citizen Award – Darci Castillejos

The City Council presented Darci Castillejos with the December 2016 Outstanding Citizen Award. Councilmember Denver read a long list of her accomplishments and contributions to the City of Menifee. The City Council thanked her for her service to the community.

6. AGENDA APPROVAL OR MODIFICATIONS

The agenda was approved with no modifications with the following vote:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

7. PUBLIC COMMENTS (NON-AGENDA ITEMS)

Katie Minnear, Menifee resident, asked Mayor Winter to request sludge records from Riverside County. She said she has been asking for records for years and has not received them from the City. Ms. Minnear said the sludge map that the City has is incorrect. She stated her concerns about the rain and said that there could be current dumping going on in the city.

James Heath, Menifee resident, requested that the Audie Murphy Ranch Skate Park re-open. He offered several solutions to fix the issues that the City is having at the park with violations.

8. COUNCILMEMBER UPDATES AND COMMENTS

Councilmember Sobek reported on the events she attended:

- December 12 - Riverside County Sheriff Blue Light Ceremony in remembrance of police officers who lost their lives in the line of duty.
- December 13 - Dedication of Menifee Union School District Bob O'Donnell Education Center.
- December 19 – Santa visited City Hall

Mayor Pro Tem Liesemeyer reported on the events he attended:

- December 17 - Santa's Workshop at Quail Valley Elementary put on by the Menifee Valley Community Cupboard. Helped pass out gifts. Wonderful event that the cupboard puts on. Encouraged others to get involved.

Councilmember Denver reported on the events he attended:

- December 20 - Santa was at the police station where a six year old boy with terminal cancer told him what he wanted for Christmas

Councilmember August reported on the events he attended:

- December 19 – RTA train ride from Perris Station to downtown Riverside station and shuttle to the Mission Inn.

Mayor Winter reported on the events he attended:

- December 9 - Kwanzaa Festival at Mt. San Jacinto College
- Met with Menifee Valley Medical Center CEO Dan McLaughlin
- December 9 - Menifee Christmas Tree lighting
- December 14 - Riverside County Transportation Commission meeting
- December 13 - Ribbon cutting for the Bob O'Donnell Educational Center
- December 17 - Santa's workshop and Toy Drive in Quail Valley with 1000 children

9. APPROVAL OF MINUTES

9.1. Minutes of December 7, 2016 Regular City Council Meeting

The December 7, 2016 Regular City Council minutes were approved unanimously with no modifications.

10. CONSENT CALENDAR

10.1. Waiver of Reading in Full of Any and All Ordinances Listed on this Agenda and Provide that they be Read by Title Only

10.2. Warrant Register - \$2,684,844.93

Action:

Ratified and approved the Voucher List dated 12/9/16 and the Payroll Register dated 12/2/16 and 12/8/16 and the Void Check Listing PE 12/14/16.

10.3. Treasurer's Report - November 2016

Action:

Approved the Treasurer's Report for November 2016.

10.4. Acceptance of SLESA Grant for Fiscal Year 2016/2017

Action:

Accepted the \$137,071 SLESA (Supplemental Law Enforcement Services Account) grant and the proposed expenditure plan allocating these grant funds to cover salaries and benefits of approximately 1/2 of a sworn officer position.

10.5. Annual Report on Receipt and Use of AB 1600 Development Fees

Action:

Received and filed the annual report on receipt and use of AB 1600

Development Fees.

- 10.6. Professional Services Agreement with Albert A. Webb Associates to provide Annexation Services of New Developments

Action:

Approved Professional Services Agreement with Albert A. Webb Associates to provide Annexation Services of New Developments in the not-to-exceed amount of \$120,000.

Mayor Pro Tem Liesemeyer made a motion to approve the Consent Calendar. Councilmember August seconded the motion. The motion approved as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

11. PUBLIC HEARING ITEMS

- 11.1. Community Development Block Grant (CDBG) Program Substantial Amendment to PY 2012-13, 2015-16 and 2016-17 Annual Action Plans

Management Analyst Margarita Cornejo presented the item. Ms. Cornejo reported on the proposed amendment summary of programs and activities. She explained how money would be re-programmed for the Rancho Ramona Park Playground Resurfacing and Park Improvements Project. Reprogramming \$35,000 into the project to increase it to \$75,000 due to some sidewalk issues that need to be addressed.

The City Council asked Ms. Cornejo questions and thanked her for her presentation.

Councilmember August made a motion to adopt Resolution No. 16-588 approving the Substantial Amendment to Menifee's 2012-13, 2015-16 and 2016-17 Annual Action Plans. Councilmember Denver seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

12. DISCUSSION ITEMS

- 12.1. East Newport Road Landscaping Update

Robert Lennox, Community Services Director, presented a background of the Valley Wide Recreation and Park District's project, project area, plan submittal timeline, conditions being contested by Valley Wide, and their proposed alternative language.

The City Council asked questions of staff.

Matthew Duarte, President of the Valley Wide Recreation and Park

District Board, said they should all agree to disagree and figure out how to move forward. He said that he is ready with new mylars to be approved with the new alternative language they have proposed. Mr. Duarte expressed his concerns about a grant for the project that will expire by the end of the year if the project is not complete and cannot be extended.

The City Council asked questions of Mr. Duarte and discussed why the trees were dying and the size and age of the new trees proposed by Valley Wide.

Councilmember Sobek made a motion to accept the alternate language as: *“Existing trees and shrubs that remain within limits of work within the public right-of-way, shall be protected in place in accordance with MMC Chapter 9.86, and applicable tree care per industry standards. Said trees damaged by construction shall be replaced with **24” box trees** and said shrubs damaged by construction shall be replaced with **5 gallon shrubs.**”*

And expedite plan approval and project completion. Mayor Pro Tem Liesemeyer seconded the motion. The motion passed as follows:

Ayes: Denver, Liesemeyer, Sobek, Winter

Noes: August

Absent: None

12.2. Discussion of Forming an Oversight Committee for Measure DD Funds

City Manager Robert Johnson presented the item. Mr. Johnson reported on other cities with Oversight Committees and how the committee was formed.

The City Council discussed how they would like to form the committee and how often the committee should meet. The City Council asked questions of Finance Director Bruce Foltz.

Mayor Pro Tem Liesemeyer made a motion to form an Oversight Committee of Measure DD funds with the following:

1. The Committee will include a Councilmember appointed representative from each district, with the Mayor pointing a representative at-large.
2. The committee member will have term limits.
3. The City Clerk will post a vacancy notice as required by the Maddy Act and receive applications from interested residents. Although a Councilmember may make an appointment without the application process.
5. The committee will meet twice a year – one time before the approval of the fiscal year budget (June) and one time before the review of the budget at mid-year (February).

Councilmember Sobek seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

13. CITY ATTORNEY REPORTS

None.

14. CITY MANAGER REPORTS

None.

15. FUTURE AGENDA REQUESTS FROM COUNCILMEMBERS

Councilmember Sobek asked for routine reports from City Departments to the City Council. Mayor Pro Tem Liesemeyer seconded the motion.

16. ADJOURN

At 8:44 p.m. the City Council recessed back into closed session. At 9:50 p.m. Councilmember Denver left the meeting. At 10:05 p.m. the City Council returned to the dais. City Attorney Jeffrey Melching announced there was no reportable action on Closed Session items. The Mayor adjourned the meeting at 10:06 p.m.

Sarah Manwaring, City Clerk

**Menifee City Council
MEETING MINUTES
Tuesday, December 27, 2016
Closed Session 11:00 AM**

**City Council Chambers
29714 Haun Road
Menifee, CA 92586**

**Neil Winter, Mayor
Greg August, District 1
Matthew Liesemeyer, District 2
Lesa Sobek, District 3
John Denver, District 4**



SPECIAL MEETING 11:00 a.m.

1. CALL TO ORDER

Mayor Winter called the special meeting to order at 11:00 a.m.

2. ROLL CALL

Present: Councilmember August, Councilmember Sobek, Mayor Pro Tem
Liesemeyer, Mayor Winter

Absent: Councilmember Denver

3. PUBLIC COMMENTS

There were no public comments.

4. CLOSED SESSION

The City Council recessed into Closed Session at 11:01 a.m. for the purpose listed below.

- Public Employee Discipline/Dismissal/Release Pursuant To Government Code Section 54957

The City Council returned to the dais at 1:32 p.m. Mayor Winter reported that in a 4-0 (Denver absent) vote, the City Council accepted City Manager Rob Johnson's resignation effective on the approval of a separation document. Mayor Winter added that until the City Council appoints an Interim City Manager, Jeff Wyman will serve as the Acting City Manager.

5. ADJOURN

Mayor Winter adjourned the meeting at 1:34 p.m.

Sarah Manwaring, City Clerk

**Menifee City Council
MEETING MINUTES
Wednesday, January 4, 2017
Closed Session 5:00 PM
Regular Session 7:00 PM**

**City Council Chambers
29714 Haun Road
Menifee, CA 92586**

**Neil Winter, Mayor
Greg August, District 1
Matthew Liesemeyer, District 2
Lesa Sobek, District 3
John Denver, District 4**



CLOSED SESSION (5:00 P.M.)

Mayor Winter called the meeting to order at 5:00 p.m. Present were Councilmembers August, Denver, Sobek, Mayor Pro Tem Liesemeyer (arrived at 5:08 p.m.) and Mayor Winter. The City Council recessed into Closed Session for the purposes below.

Conference with Real Property Negotiators
Government Code Section 54956.8
Property: APN 360170002, APN 360170003
City Negotiators: Robert Lennox, Jeff Wyman
Negotiating Party: William L. Thomas
Under Negotiation: Price, Terms of Payment, and Conditions for acquisition of property

Conference with Real Property Negotiators
Government Code Section 54956.8
Property: APN 360170001
City Negotiators: Robert Lennox, Jeff Wyman
Negotiating Party: Golden Spring Land Development
Under Negotiation: Price, Terms of Payment, and Conditions for acquisition of property

Appointment of Public Employee (Interim City Manager) – Pursuant to Government Code section 54957(b)(1)

The City Council returned to the dais at 6:32 p.m. to begin the workshop.

➤ *Western Riverside Council of Governments (WRCOG) Street Light Program*

Emily Stadnik, Senior Engineer, presented a brief description of the acquisition and retrofit of the City's streetlights and introduced Tyler Masters from Western Riverside Council of Governments to give the rest of the presentation.

Mr. Masters presented the WRCOG Streetlight Program. Mr. Masters stated that streetlights are a high utility cost for jurisdictions. Mr. Masters explained that the major objectives of the program are: identify and facilitate financing for acquisition and retrofit, retrofit all streetlamps to LED, operate and manage all operations/maintenance through regional contract, and support smart-city future. Mr. Masters reported on what a regional program can accomplish, the cost

savings, and energy efficiency. Mr. Masters explained the next steps to move forward including developing a purchase and sales agreement.

Councilmember Sobek added that she took a streetlight tour and the new lighting shows vibrant colors which can be helpful to Police Officers when describing and looking for suspects.

Councilmember Denver stated that he sits on the WRCOG board and explained that Southern California Edison will still control the wires, but the City maintains the lamps.

Mayor Winter asked about costs. Mr. Masters said that WRCOG uses a formula based on the material, age, and when the pole has been energized. He added that the numbers are based on utility costs and they have used conservative numbers.

Mayor Winter called for a short recess at 7:05 p.m.

REGULAR SESSION (7:00 P.M.)

1. CALL TO ORDER

Mayor called the regular meeting to order at 7:11 p.m.

City Attorney Jeffrey Melching announced there was no reportable action out of Closed Session.

2. ROLL CALL

Present: Councilmember August, Councilmember Denver, Councilmember Sobek,
Mayor Pro Tem Liesemeyer, and Mayor Winter

Absent: None

3. WORDS OF INSPIRATION

3.1. Pastor Tony Truax, Hope Christian Church

4. PLEDGE OF ALLEGIANCE

4.1. Councilmember Greg August

5. PRESENTATIONS

5.1. Ramona Pageant Presentation

Lori VanArsdale presented a history of Ramona and of the Ramona Pageant. She invited the City Council and Menifee residents to attend during the play's performance weekends: April 22, 23; April 29, 30; and May 6, 7. Ms. VanArsdale handed the City Clerk information for City Council and anyone else interested.

5.2. Senator Morrell's 2016 Women of Distinction Award: Janet Anderson, Dawn Smith, Carol Roquemore

Councilmember August called the women recognized by Senator Morrell

as 2016 Women of Distinction to front of the room. Carol Roquemore was not in attendance. The City Council thanked the women for their dedicated commitment to the community.

6. AGENDA APPROVAL OR MODIFICATIONS

The City Council unanimously approved the agenda as presented with no modifications.

7. PUBLIC COMMENTS (NON-AGENDA ITEMS)

Katie Minnear, Menifee resident, said that she had material for Mayor Winter regarding sludge. She said there is still corruption in the City.

Ron Sullivan, Eastern Municipal Water District, announced that they have received the final \$8 million grant package. Mr. Sullivan said that Bid openings will begin in the middle of February for construction of the Quail Valley Sewer line. Construction will begin in late March or first of April, weather permitting. He thanked Mayor Pro Tem Liesemeyer and Councilmember August for their support. Mr. Sullivan Also reported that EMWD approved a little over \$2 million for a new recycled water transmission line under I-215 at La Piedra.

Mayor Pro Tem Liesemeyer asked about noticing residents regarding the sewer line. Mr. Sullivan said that it will be a joint effort between EMWD and the City's Public Works Department.

Dawn Smith, Menifee Community Cupboard, reported that 180,000 pounds of food was donated to the cupboard last year by the community. She said that the Cupboard was able to distributed nearly 15,000 bags of food for those in need in the City of Menifee. Ms. Smith thanked community members for their generosity.

Ted Groves, Menifee resident, stated his concerns for the homeless population. He suggested creating programs to help them, like haircuts and grooming and providing them with IDs.

8. COUNCILMEMBER UPDATES AND COMMENTS

Councilmember Sobek reported on the following events and updates:

- CERT Program is being offered to residents at no charge on January 13 – 15, 2017. There are a couple spots left. This program is offered four times a year. Councilmember Sobek encourage everyone to take the program.
- Valley Wide was working on the turf removal project and reported that one section is already complete.
- Archibald's restaurant is taking applications and they have plans to open on February 1, 2017.
- Stater Bros. progress

Mayor Winter reported on the following events:

- Don Reed, 96 year old Veteran in Sun City needed help with his home. The Veterans of Foreign Wars (VFW) Motorcycle Club surprised him and offered their assistance. Councilmember August was also in attendance.
- Attended the first Menorah Lighting Ceremony at Countryside Marketplace.

9. APPROVAL OF MINUTES

There were no minutes to approve.

10. CONSENT CALENDAR

Councilmember Sobek asked to pull Item No. 10.2 from the Consent Calendar.

Mayor Winter called for public comment:

Claudia Greenwood, Menifee resident, stated her concerns about some of the purchases on the Consent Calendar. She had questions about why the City is paying for these things.

Tom Fuhrman, Menifee resident, asked about the pre-fab restroom for the Audie Murphy Skate Park and the engineering and design of it.

Robert Lennox, Menifee Community Services Director, responded to comments made regarding the Skate Park restroom. Mr. Lennox said that the restroom building is funded through Community Facility District (CFD) assessment collection, not from the general fund, and independent of Measure DD funds. He also said that the restroom was authorized by the City Council in response to the concerns from the Skate Park community and Audie Murphy Ranch residents. Mr. Lennox explained that the bathroom is a prefabricated building and is placed at the location, but the design and engineering is for the pad and utility connection and must be designed, approved, and permitted before the work is done.

Mayor Pro Tem Liesemeyer pulled Item Nos. 10.4 and 10.5 for further discussion.

Mayor Pro Tem Liesemeyer asked about the water district fees. Mr. Lennox said that the fees for the application review were done much earlier in the process and the connection fees will be with the next phase of the project.

10.1. Waived of Reading in Full of Any and All Ordinances Listed on this Agenda and Provide that they be Read by Title Only

10.3. Fiscal Year 2015-16 CalRecycle Beverage Container Recycling City/County Payment Program Funds and Approve Purchase of Vehicle

Action:

1. Accepted the Fiscal Year 2015-16 CalRecycle Beverage Container Recycling City/County Payment Funds in the amount of \$21,818.00 and authorize staff to administer the program.
2. Approved the purchase of one (1) vehicle based on the attached bid for a total of \$30,006.79 including taxes, fees and delivery.
3. Exempted this purchase from competitive bidding as a purchase made under a cooperative purchasing agreement (piggyback) as allowed under the Menifee Municipal Code Section 3.12.070 (6) with the State of California Contract Pricing, Contract #1-16-23-23 A-J, as allowed under the Menifee Municipal Code Section 3.12.070 (6).
4. Authorized the City Manager to execute the required documents for

the purchase of the vehicle.

- 10.6. Errata to Resolution Of The City Council Of The City Of Menifee Authorizing The City Engineer To Sign Documents Forwarded To CalTrans

Action:

Approved errata to previously approved "Resolution of the City Council of the City of Menifee Authorizing the City Engineer to Sign Documents Forwarded to CalTrans."

- 10.7. Accept and File the Notice of Completion for the Patio Homes Neighborhood Street Resurfacing Project, PMP 16-03

Action:

Accepted the Notice of Completion for the Patio Homes Neighborhood Street Resurfacing Project, PMP 16-03 and authorized the City Clerk's Office to file the Notice of Completion with Riverside County Recorder's Office.

Mayor Pro Tem Liesemeyer made a motion to adopt the balance of the Consent Calendar. Councilmember Denver seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

- 10.2. Warrant Register - \$2,444,407.78

Councilmember Sobek asked about the payment for police coverage for the Fall Festival. Councilmember Sobek asked about partnering with the Chamber of Commerce and if they were going to pay for the officers. She asked why the amount was so much and has the Chamber paid for their share.

Robert Lennox, Community Services Director, stated that the extra officers were recommended by the Police Department and after staff met with the Chamber, they are expecting a payment in the next couple of weeks. He continued to say that the budget is based off of prior years' experience and the feedback regarding the number of police officers was that there does not need to be as many officers at the next festival. Mr. Lennox said that the Parks, Recreation and Trails Commission will receive a full report at the next meeting and if we over expended in some areas, we usually under expend in others, which balances out.

Councilmember August asked who makes the final decision to the amount of police officers needed.

Mr. Lennox said that Police and Fire make recommendations and then the City Manager signs off on the final decision.

Mayor Pro Tem Liesemeyer made a motion to adopt the Warrant Register

in the amount of \$2,444,407.78. Councilmember Denver seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

10.4. Audie Murphy Ranch Skate Park Restroom Engineering Services

Mayor Pro Tem Liesemeyer made a motion to approve and authorize the City Manager to execute a Professional Services Agreement with IDS Group, Inc. for engineering and design services related to the installation of a pre-fabricated restroom building at Audie Murphy Skate Park, in an amount not to exceed \$34,000. Councilmember Sobek seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

10.5. Audie Murphy Ranch Skate Park Restroom Purchase

Mayor Pro Tem Liesemeyer made a motion to approve and authorize the City Manager to issue a Purchase Order for the procurement of a pre-fabricated restroom building from Wallis Concrete LLC., in the amount of \$48,963.56, to be delivered to the Audie Murphy Ranch Skate Park. Councilmember Sobek seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

11. PUBLIC HEARING ITEMS

11.1. Public Hearing and Adoption of Revised Citizen Participation Plan (CPP) for the Community Development Block Grant (CDBG) Program (2017-2022 Consolidated Plan)

Bruce Foltz, Finance Director, presented the item. Mr. Foltz reported on the background of CDBG, structure and implementation, and details about the citizen participation plan (CPP).

Mayor Winter opened the Public Hearing at 8:12 p.m. City Clerk Sarah Manwaring reported that no correspondence was received and the item was legally noticed.

There were no requests to speak. Mayor Winter closed the Public Hearing at 8:13 p.m.

Mayor Pro Tem Liesemeyer made a motion to adopt a Resolution approving the revised Citizen Participation Plan for the Community Development Block Grant Program (2017-2022) Consolidated Plan. Councilmember Denver seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter
Noes: None
Absent: None

11.2. Public Hearing for City of Menifee Community Development Block Grant (CDBG) Consolidated Plan 2017-2022

Bruce Foltz, Finance Director, presented the item. Mr. Foltz reported on the CDBG structure, the purpose of the Menifee 2017-2022 consolidated plan, community members' feedback, and categories rated by the community with the highest three as: infrastructure, public services, and economic development. Mr. Foltz described the next steps in the process of the consolidated plan.

Mayor Pro Tem Liesemeyer made a motion to authorize staff to develop/draft Consolidated Plan (2017-2022), Annual Action Plan for PY 2017/2018, and Analysis of Impediments to Fair Housing. Councilmember Sobek seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter
Noes: None
Absent: None

12. DISCUSSION ITEMS

12.1. Economic Development Agreement with SH-Menifee, LLC

Jeff Wyman, Acting City Manager, introduced Gina Gonzalez, Economic Development Manager, to present the item. Gina reported on the background, why an incentive is needed, the development project, and a list of agreed hotels. Ms. Gonzalez announced the preliminary hotel as Fairfield Inn and Suites. She said that the hotel is designed for travels to keep their momentum. Ms. Gonzalez reported on the terms of agreement, and the revenue and benefits to the City.

Councilmember Sobek said that she thinks the hotel looks too ultra-modern and she would like to see it softened. Gina said that they can work with the developer on the landscaping, some hardscape elements, or colors, but the overall design is a signature look for Fairfield Inn and Suites.

Mayor Pro Tem Liesemeyer thanked Ms. Gonzalez and the Economic Development staff. He said he is excited and that the hotel will be a great catalyst.

Tina Patel, owner of America's Best Value Inn hotel in Sun City, stated her concerns about the 50% payback incentive. She said that she pays the full transient occupancy tax and has never been offered the incentive. Ms. Patel added that the City has never approached her to ask if she would be interested in bringing in a hotel. She stated her opposition of the incentive.

Mayor Pro Tem Liesemeyer made a motion to adopt a Resolution

approving Economic Development Transient Occupancy Tax Revenue Sharing Agreement with SH-Menifee, LLC. Councilmember Denver seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

12.2. Separation Agreement Between City of Menifee and Robert Johnson

Ajit Thind, Assistant City Attorney, presented the agreement and highlighted seven major points from the agreement.

Katie Minnear, Menifee resident, stated that the City cannot keep going through City Managers and keep giving them severance packages because it is costing the City too much money. She said that the Council needs to re-word the next City Manager contract.

Mayor Pro Tem Liesemeyer said that the next contract with the City Manager, the Council should have a more mindful eye and look at doing things differently.

Mayor Pro Tem Liesemeyer made a motion to approve the separation agreement between City of Menifee and Robert Johnson and providing for the resignation of Robert Johnson. Councilmember Denver seconded the motion. The motion passed as follows:

Ayes: August, Denver, Liesemeyer, Sobek, Winter

Noes: None

Absent: None

13. CITY ATTORNEY REPORTS

None.

14. CITY MANAGER REPORTS

None.

15. FUTURE AGENDA REQUESTS FROM COUNCILMEMBERS

Mayor Pro Tem Liesemeyer asked for update on road improvements. Jonathan Smith, presented an update on current projects.

Councilmember August asked for an update on the Mitigated Negative Declaration for Bradley Bridge. Johnathan Smith, City Engineer, said things are moving along and the final phases of design are being approved. He said he could bring back a detailed update at the next meeting.

Councilmember August asked for an update on the construction loan. Mayor Pro Tem Liesemeyer seconded to bring back the item.

Councilmember August asked to for a committee member alternate appointment for the Public Safety Committee. Liesemeyer seconded to bring back the item.

Winter, everything moving along fine. Quicker across Newport.

Councilmember Sobek asked when the Measure DD Oversight Committee was coming back to Council. Acting City Manager Jeff Wyman said that he would look into and let her know.

Councilmember Sobek asked to bring back information on the Vehicle License Fees and what can be done to reinstate the fees to the City. Mayor Winter seconded to bring back the item.

16. ADJOURN

Mayor Winter adjourned the meeting at 8:54 p.m.

Sarah Manwaring, City Clerk

CITY OF MENIFEE

SUBJECT: Warrant Register

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Ann-Marie Etienne, Accounting Technician

REVIEWED BY: Bruce Foltz, Finance Director *AB for BF*

APPROVED BY: Jeff B. Wyman, Acting City Manager *JBW*

RECOMMENDED ACTION

Ratify and approve the Voucher List dated 1/6/2017, the Payroll Registers dated 12/30/16, 12/29/16 and 1/13/17 and the Void Check Listing PE 12/31/16.

DISCUSSION

The City of Menifee Municipal Code Chapter 3.16.050 requires that the City Council audit payments of demands and directs the City Manager to issue checks. The attached Voucher List and all corresponding invoices have been reviewed and approved for accuracy by the appropriate Department Head, the Accounting Technician, the Accounting Manager and finally by the Finance Director. The Voucher List dated 1/6/2017, the Payroll Registers dated 12/30/16, 12/29/16 and 1/13/17 and the Void Check Listing PE 12/31/16 are submitted for ratification and approval.

FISCAL IMPACT

As indicated above, the Voucher List dated 1/6/2017, the Payroll Registers dated 12/30/16, 12/29/16 and 1/13/17 and the Void Check Listing PE 12/31/16 are submitted for ratification and approval and have a total budgetary impact of \$2,704,885.18 which is included in the 2016-2017 Budgets.

ATTACHMENTS

1. Voucher Lists dated 1/6/2017
2. Payroll Registers dated 12/30/16, 12/29/16 and 1/13/17
3. Void Check Listing PE 12/31/16

Bank code : uboc

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34910	1/6/2017	00801 D-MAX ENGINEERING, INC.	3359	00966	NON-RECOVERABLE STORMWATER PI	5,831.10
Total :						5,831.10
34911	1/6/2017	01204 KFORCE INC.	5872344		TEMP EMP SVCS PE 8/28/16	1,072.26
			5879795		TEMP EMP SVCS PE 9/04/16	927.36
			5887018		TEMP EMP SVCS PE 9/11/16	916.50
			5887867		TEMP EMP SVCS PE 9/11/16	488.00
			5900627		TEMP EMP SVCS PE 9/25/16	920.12
			5901435		TEMP EMP SVCS PE 9/25/16	129.63
			5901436		TEMP EMP SVCS PE 9/25/16	1,275.12
			5909156		TEMP EMP SVCS PE 10/02/16	1,159.20
			5910084		TEMP EMP SVCS PE 10/02/16	1,043.28
			5916423		TEMP EMP SVCS PE 10/09/16	695.52
			5917149		TEMP EMP SVCS PE 10/09/16	1,159.20
Total :						9,786.19
34912	1/6/2017	00260 RIVERSIDE COUNTY FIRE DEPT	232491		16/17 1ST QTR FIRE PROTECTION SVC	2,084,701.54
Total :						2,084,701.54
34913	1/6/2017	00962 RUTAN & TUCKER, LLP	761933		CITY LEGAL SVCS OCT'16	7,314.50
			764865		CITY LEGAL SVCS NOV'16	6,552.00
			764870		CITY LEGAL SVCS NOV'16	3,009.69
Total :						16,876.19
34914	1/6/2017	00596 SATCOM DIRECT COMMUNICATIONS	7318488		EMERG SATELLITE PHONE NOV'16	41.95
			7318489		EMERG SATELLITE PHONE NOV'16	41.95
			7318490		EMERGENCY SATELLITE PHONE NOV'	46.95
Total :						130.85
34915	1/6/2017	00484 SELECT STAFFING	8402218733		TEMP EMP SVCS 11/27/16	3,147.90
			8402240264		TEMP EMP SVCS 12/04/16	5,352.82
Total :						8,500.72
34916	1/6/2017	00643 SUN PLAZA BUSINESS CENTER, LLC	12/27/16		CRIMEWATCH MONTHLY RENT DEC'16	719.97
			12/27/16-1		CRIMEWATCH MONTHLY RENT JAN'17	719.97
Total :						1,439.94

Bank code : uboc

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34917	1/6/2017	00555 ADAME LANDSCAPING, INC.	66104	00851	RETENTION RELEASE	4,389.79
			66104-1		RETENTION RELEASE	2,094.54
			68184	01078	LANDSCAPE MAINTENANCE SERVICE	12,136.46
					Total :	18,620.79
34918	1/6/2017	01045 AHERN RENTALS, INC	290776 - DEC'16		EQUIPMENT RENTAL & SUPPLIES	1,518.73
					Total :	1,518.73
34919	1/6/2017	00744 ALLIED TRAFFIC & EQUIP. RENTAL	65568	01095	P/W SIGN MAINT & REPLACEMENT	3,672.00
			65772		CFD FACILITY MAINT.	113.40
					Total :	3,785.40
34920	1/6/2017	01203 BALLET FOLKLORICO, LORENA HANCOCK	CK REQ 12/22		COMM SVCS INSTRUCTOR PAYMENT	35.00
					Total :	35.00
34921	1/6/2017	01012 BARR & CLARK, INC	42763-1		MHRGP APP#63 INSPECTION SVCS	1,295.00
					Total :	1,295.00
34922	1/6/2017	00161 EASTERN MUNICIPAL WATER DIST.	101923-02 12/23		CSA 145 WATER SVC DEC'16	301.29
			236550-01 12/23		HAUN RD WATER SVC DEC'16	1,130.49
			237370-01 12/23		LA PIEDRA/SHERMAN IRRIGATION WATER	186.58
			237538-02 12/23		AMR SPORTS PARK IRRIGATION SVC	422.14
			239155-02 12/23		SPIRIT PARK WATER SVC DEC'16	237.77
					Total :	2,278.27
34923	1/6/2017	01142 FRONTIER CALIFORNIA INC.	213-166-6081 12/16		WEST ANNEX FIOS SVCS DEC'16	284.99
			310-010-9929 12/19		SPIRIT PARK FIOS	294.99
			951-244-4499 12/25		CSA 86 QUAIL VALLEY CRIME WATCH	75.12
			951-679-8527 12/19		CITY HALL ROLLOVER LINES DEC'16	329.82
					Total :	984.92
34924	1/6/2017	01043 IMPERIAL SPRINKLER SUPPLY	10454 - OCT'16		PARK IRRIGATION PARTS	1,579.68
					Total :	1,579.68
34925	1/6/2017	00994 LABOR COMPLAINCE PROVIDERS	STMNT #1 DEC'16	01034	CIP16-09 LABOR COMPLIANCE	152.50
					Total :	152.50
34926	1/6/2017	00474 FC 11, LLC	CK REQ 10/05		REFUND VARIOUS BLDG PERMIT	30,000.00

Bank code : uboc

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34926	1/6/2017	00474 00474 FC 11, LLC	(Continued)			Total : 30,000.00
34927	1/6/2017	00474 ELVIA ARMIJO	CK REQ 12/14		REFUND CANCELLED CLASS	45.00
						Total : 45.00
34928	1/6/2017	01058 MONOPRICE INC.	15243454 15289799		IT SUPPLIES IT SUPPLIES	121.38 8.68
						Total : 130.06
34929	1/6/2017	00373 PITNEY BOWES GLOBAL FIN. SERV.	3100861453		QTRLY POSTAGE MACHINE LEASE	854.59
						Total : 854.59
34930	1/6/2017	00334 PREECE, WENDY	CK REQ 1/05		PETTY CASH REIMB PE 1/05/17	112.25
						Total : 112.25
34931	1/6/2017	01065 PRUDENTIAL OVERALL SUPPLY	22353958 22357393		P/W UNIFORM LAUNDRY SVCS P/W UNIFORM LAUNDRY SVCS	56.25 56.25
						Total : 112.50
34932	1/6/2017	00252 PURCHASE POWER	05282038 - DEC'16 05282038 - NOV'16 05282038 - OCT'16		POSTAGE REFILL DEC'16 POSTAGE REFILL NOV'16 POSTAGE REFILL OCT'16	1,815.39 200.68 4,225.02
						Total : 6,241.09
34933	1/6/2017	00013 READYREFRESH	06L0029762325		CITY HALL BOTTLE WATER SUPPLY	193.08
						Total : 193.08
34934	1/6/2017	01089 RED HAWK SERVICES	16-113-REV 16-113-REV-1	00893	RETENTION RELEASE RETENTION RELEASE	2,621.97 785.23
						Total : 3,407.20
34935	1/6/2017	00138 RIVERSIDE COUNTY, ENVIRONMENTAL PROG	11/01/16-1		PROF PLNNG SVCS SEPT'16	272.00
						Total : 272.00
34936	1/6/2017	00046 SOUTHERN CALIFORNIA EDISON	260879	01086	CIP 15-04 SCE METER AND INSTALL	4,730.11
						Total : 4,730.11
34937	1/6/2017	00046 SOUTHERN CALIFORNIA EDISON	2-31-716-9357 12/23		CSA 145 IRRIGATION SVC DEC'16	1,763.71

Bank code : uboc

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34937	1/6/2017	00046 SOUTHERN CALIFORNIA EDISON	(Continued) 2-34-392-5475 12/22 2-35-338-9109 12/21 2-35-338-9240 12/21 2-36-200-0267 12/24 2-36-880-4548 12/21		NEWPORT RD/AMR CFD 2012-1 SIGNAL DERBY HILL TC-1 SIGNAL SVC DEC'16 DERBY HILL TC-1 SIGNAL SVC NOV'16 CITY SIGNAL SVC NOV'16 AMR SPORTS PARK ELECTRIC SVC DE	118.02 71.35 41.34 1,113.13 1,970.41 Total : 5,077.96
34938	1/6/2017	01225 SOUTHLAND CARPET	3071 3072	01096 01097	CARPET FOR FIRE STATION #5 CARPET FOR FIRE STATION #76	5,257.50 2,400.00 Total : 7,657.50
34939	1/6/2017	00045 STAPLES	91809		CRIMEWATCH OFFICE SUPPLIES	181.65 Total : 181.65
34940	1/6/2017	00861 STAPLES CONTRACT & COMMERCIAL	8042021003		OFFICE SUPPLIES	3,425.85 Total : 3,425.85
34941	1/6/2017	01228 SUN LIFE FINANCIAL	5474336-JAN'17		JAN'17 INSURANCE PREMIUMS	5,385.18 Total : 5,385.18
34942	1/6/2017	00098 THE GAS COMPANY	008 125 8251 8 12/22 064 825 8334 8 12/22 069 025 8387 8 12/22 091 934 9672 7 12/22		CSA 145 GAS SVCS DEC'16 WEST ANNEX GAS SVC DEC'16 SENIOR CENTER GAS SVCS DEC'16 CITY HALL GAS SVCS DEC'16	40.62 15.29 187.99 22.76 Total : 266.66
34943	1/6/2017	00854 THE LLOYD PEST CONTROL CO, INC	2232815		CITY HALL PEST CONTROL SVCS DEC'	90.00 Total : 90.00
34944	1/6/2017	01064 TRI STATE MATERIALS INC	73726	01098	P/W SUPPLIES & MATERIALS	2,193.48 Total : 2,193.48
34945	1/6/2017	00430 UNION BANK, N.A.	1013437		NOV'16 ACCT MGMT SVCS	291.67 Total : 291.67
34946	1/6/2017	00298 WEX BANK	48191255		CRIMEWATCH FUEL CHARGES DEC'16	974.20

Bank code : uboc

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34946	1/6/2017	00298	00298 WEX BANK		(Continued)	Total : 974.20
37 Vouchers for bank code : uboc						Bank total : 2,229,158.85
37 Vouchers in this report						Total vouchers : 2,229,158.85

City of Menifee
Payroll Register, Taxes and PERS
February 1, 2017

<u>Date</u>	<u>Paid by:</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/30/2016	ACH	City Payroll	Payroll Period 12/10/16-12/23/16	171,858.31
1/13/2017	ACH	City Payroll	Payroll Period 12/24/16-1/6/17	238,246.09
1/13/2017	ACH	ICMA	Payroll Period 12/24/16-1/6/17	6,946.27
TOTAL PAYROLL:				\$ 417,050.67

<u>Date</u>	<u>Paid by:</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/29/2016	ACH	CALPERS - Retirement	Payroll Period 11/26/16-12/9/16	30,989.76
12/29/2016	ACH	CALPERS - Retirement	Payroll Period 12/10/16-12/23/16	30,598.62
TOTAL RETIREMENT:				\$ 61,588.38
TOTAL PAYMENTS:				\$ 478,639.05

Check History Listing
City of Menifee

Bank code: uboc

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
34617	11/10/2016	00997 TRAFFIC MANAGEMENT, INC.	V	12/06/2016	308356	09/01/2016	693.36	693.36
34766	12/09/2016	00474 MISC. VENDOR	V	12/15/2016	CK REQ 11/23	11/23/2016	1,253.00	
			V	12/15/2016	CK REQ 12/06	12/06/2016	273.00	1,526.00
34803	12/09/2016	00997 TRAFFIC MANAGEMENT, INC.	V	12/12/2016	308356	09/01/2016	693.36	693.36
							uboc Total:	2,912.72
3 checks in this report							Total Checks:	2,912.72

CITY OF MENIFEE

SUBJECT: Treasurer's Report, December 2016

MEETING DATE: February 1, 2017.

TO: Mayor and City Council

PREPARED BY: Wendy Preece, Accounting Manager 

REVIEWED BY: Bruce Foltz, Finance Director 

APPROVED BY: Jeff Wyman, Acting City Manager

RECOMMENDED ACTION

Approve the Treasurer's Report for December 2016.

DISCUSSION

Attached is the Treasurer's report for Cash and Investments for the month of December 2016.

FISCAL IMPACT 

None

ATTACHMENTS

1. Treasurer's Report, December 31, 2016

CITY OF MENIFEE

SUBJECT: Professional Services Agreement with MDG Associates, Inc.

MEETING DATE: February 1, 2017

TO: Mayor and City Council 

PREPARED BY: Bruce Foltz, Finance Director

REVIEWED BY: Jeff B. Wyman, Acting City Manager 

RECOMMENDED ACTION

Approve Professional Services Agreement with MDG Associates, Inc., to prepare the Five Year Consolidated Plan, Year One Annual Action Plan and the Analysis of Impediments to Fair Housing for the CDBG grant program in the not-to-exceed amount of \$36,000.

DISCUSSION

Effective June 30, 2012, the City of Menifee elected to end its participation under Riverside County's CDBG (Community Development Block Grant) Program, and instead contract directly with the Federal Department of Housing and Urban Development ("HUD") as an entitlement jurisdiction for CDBG funds. By participating as an entitlement community, the City is able to obtain a larger percentage of available funding and have direct control over eligible programs and activities, to better serve the residents of Menifee.

In 2012 the City adopted its first Five Year Consolidated Action Plan which covered the periods of FY 2012/13 to FY 2016/17. In order to maintain our current program the City is required to prepare a new Five Year Consolidated Action Plan for the period FY 2017/18 to FY 2021/22, along with preparing the first year Annual Action Plan and an Analysis of Impediments to Fair Housing. These reports are required to be completed and submitted to the Department of Housing and Urban Development (HUD) by May 15, 2017. In order to meet this deadline the City seeks the professional staff of MDG Associates, Inc., to prepare the aforementioned reports.

In December 2016, staff solicited firms through a Request for Proposals (RFP) to develop and prepare the required CDBG reports of which, only two firms responded. After analyzing both firms, staff believed MDG, Inc., would provide the best quality of service based on their experience and knowledgeable staff. Both firms were competitive in pricing and can meet the required May 15, 2017 CDBG report filing deadline.

FISCAL IMPACT

[Handwritten signature]

There is no fiscal impact to the General Fund. This contract will be fully supported by the CDBG grant. Funds for this contract are available in the FY 2016/17 program year under planning and administration in account 481-1617-52800.

ATTACHMENTS

1. Professional Services Agreement for MDG Associates, Inc.

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective this 1st day of February 2017 ("Effective Date") by and between the CITY OF MENIFEE, a California municipal corporation, ("City") and MDG Associates, Inc., a California Corporation, ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "Party" and collectively as the "Parties."

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on February 1, 2017 and shall end on June 30, 2017 unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29714 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in

possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this

Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such

continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

4.4.2 Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: Classification and Compensation Study. The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29714 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

4.4.3 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by

City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become

entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant’s employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations (“DIR”) pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City’s request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys’ fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors. Consultant shall adhere to all federal regulations established by the United States Government under Title 1 of the Housing and Community Development Act of 1974 and to the provisions described in Exhibit B attached.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract

Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to

be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Consultant’s Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), 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 City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys’ fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Rudy Munoz (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Bruce Foltz (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

MDG & Associates, Inc.
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29714 Haun Road
Menifee, CA 92586
Attn: Bruce Foltz

with a copy to:

City Clerk
City of Menifee
29714 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and

each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any

successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

Neil R. Winter, Mayor

Attest:

Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

CONSULTANT



RUDY MUNOZ, PRESIDENT



GUADALUPE MUNOZ, C.F.O.

[Note: 2 officer's signatures required if Consultant is a corporation]

EXHIBIT A
SCOPE OF SERVICES

PROPOSED PRICE

Consolidated Plan, 1ST Year Action Plan & Analysis of Impediments to Fair Housing Choice

Based on the proposed scope of work noted in the RFP, MDG proposes to complete the 2017-2021 Consolidated Plan, First Action Plan 2017-2018 and the 2017-2021 Analysis of Impediments to Fair Housing Choice for a total firm fixed price of **\$36,000.00** to be completed and invoiced subsequent to the completion of each phase based on the Scope of Work tasks completed in each phase as shown in the tables below.

Five Year Consolidated Plan and 1st Year Action Plan		Analysis of Impediments to Fair Housing Choice	
1. Citizen Participation & Consultation		1. Data collection & analysis	
2. Community Meeting, Public Hearings for MCAC and City Council		2. Consultations	
3. Data collection and analysis		3. Community Meeting, Public Hearings for MCAC and City Council	
4. Develop CPD/GIS Maps		4. Develop Draft A.I.	
5. Develop Con Plan and 1 st Action Plan in IDIS (eCon Plan Suite)		5. Attend meetings / hearings	
6. Preparation of Documents		6. Preparation of Documents	
Fee (Lump Sum)	\$21,000	Fee (Lump Sum)	\$15,000

Total Fixed Price: \$36,000.00

Additional Services

Any additional services requested by the City that are not part of the scope of work delineated in the RFP, will be billed at the hourly rates listed.

a. **SCHEDULE OF HOURLY BILLING RATES**

Rates effective as of July 1, 2016

<u>STAFF PERSON:</u>	<u>HOURLY RATE:</u>
President	\$110.00/Hr
Vice President	\$105.00/Hr
Manager	\$100.00/Hr
Senior Associate	\$90.00/Hr
Associate	\$80.00/Hr
Senior Project Assistant	\$65.00/Hr
Project Assistant	\$60.00/Hr
Secretary	\$45.00/Hr

Reimbursable Items:

Project Supplies	At Cost plus 10% surcharge
Prints/Reproductions	At Cost plus 10% surcharge
Postage/Delivery & Mail	At Cost plus 10% surcharge

EXHIBIT B

CDBG PROVISIONS

SOURCE OF FUNDS

The CITY has received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383 through the U.S. Department of Housing and Urban Development Community Development Block Grant Program. Such funds are being utilized for this project.

RECORD-KEEPING AND REPORTING

Pursuant to 24 C.F.R. Section 85.36(i)(10), the CONSULTANT shall maintain all books, documents, papers, and records that are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts and transcripts. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

Pursuant to 24 C.F.R. Section 85.36(i)(11), CONSULTANT shall retain all required records for a period of five (5) years after the CITY makes final payments and all other pending matters are closed.

At any time during normal business hours and as often as the CITY, HUD and/or Comptroller General of the United States (“Comptroller”) may deem necessary, the CONSULTANT shall make available to the aforementioned entities or their representatives or agents for examination all of CONSULTANT’s records with respect to all matters covered by this Agreement. CONSULTANT will permit the CITY, HUD, the Comptroller and/or any of their representatives or agents to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to the matters covered by this Agreement. CONSULTANT shall provide to the CITY, HUD, and/or the Comptroller all requested documentation resulting throughout the course of or under this Agreement.

CDBG REGULATIONS

CONSULTANT agrees to comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, which states the U.S. Department of Housing and Urban Development’s regulations concerning CDBG, and all federal regulations and policies issued pursuant to these regulations.

FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Section 12940 *et seq.*), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*).

LABOR STANDARDS AND CIVIL RIGHTS

CONSULTANT agrees to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 *et seq.*). CONSULTANT agrees to comply with the requirements of all other applicable federal, State and local laws and regulations.

ENVIRONMENTAL CONDITIONS

Pursuant to 24 C.F.R. Section 85.36(i)(13), CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

CONFLICTS OF INTEREST

CONSULTANT agrees, on behalf of itself and its family, and its members, officers, employees and agents and their families, not to accept any employment or representation or otherwise obtain a financial interest or benefit during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement. CONSULTANT shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest including but not limited to 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b).

CONSULTANT shall take appropriate steps to assure compliance with paragraph (a) of this section, and will incorporate the following provision into every sub-contract:

"Interest of Subcontractor and Employees. The Subcontractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Subcontractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

CITY OF MENIFEE

SUBJECT: Measure DD Oversight Committee Formation Resolution

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Sarah A. Manwaring, City Clerk 

APPROVED BY: Jeff B. Wyman, Acting City Manager 

RECOMMENDED ACTION

Adopt a Resolution forming the Measure DD Oversight Committee.

DISCUSSION

On November 8, 2016, Menifee voters passed Measure DD establishing a transactions and use tax of 1% to be administered by the State Board of Equalization and the election results were adopted by Council on December 7, 2016. The increase in taxes will begin being collected by local merchants in April 2017, and distributions of taxes will be made to the City beginning in June 2017.

On December 21, 2016, City Council unanimously approved the formation of a Measure DD Oversight Committee for the appropriation and use of sales tax proceeds from Measure DD as follows:

1. Measure DD Oversight Committee shall consist of a total of five (5) members. Each member of the City Council shall appoint one resident of their district to the Measure DD Oversight Committee, and the Mayor shall appoint one at-large member.
2. Each member of the Oversight Committee shall serve at the pleasure of his/her appointing City Council member/Mayor, for the shorter of (1) a term of two years, or (2) until the expiration of the term of his/her appointing City Council Member/Mayor; provided, however, that the total duration of consecutive service for each member of the Oversight Committee shall be four (4) years.
3. The Measure DD Oversight Committee will meet at least two (2) times per year, once before the approval of the fiscal year budget and once at mid-year. The exact date and time will be determined by the members of the Committee and approved by the City Council.
4. The City Clerk will post a vacancy notice as required by the Maddy Act and accept applications from interested residents that meet the criteria. However, Council Members and the Mayor shall not be restricted to applications received by the City Clerk in choosing their appointments.

If approved, the City Clerk will post the required notice in accordance with the Maddy Act. The City Clerk will then accept applications through February 17, 2017. Completed applications will be presented to City Council for review and appointments will be made at the March 1, 2017 City Council meeting. An introduction and informational meeting will be scheduled with the Committee shortly after appointment.

FISCAL IMPACT



There is a nominal cost to publish the vacancy notice as required by the Maddy Act. Funds are available in account number 100-4113-51400.

ATTACHMENTS

1. Resolution Forming the Oversight Committee
2. Ordinance No. 2016-199 Establishing a Transactions and Use Tax

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENIFEE, CALIFORNIA, ESTABLISHING THE MEASURE DD OVERSIGHT ADVISORY COMMITTEE OF THE CITY OF MENIFEE

WHEREAS, the City Council is desirous of encouraging citizens of all ages in the community to participate in and serve on city advisory committees; and

WHEREAS, City committees have a primary role to encourage increased public input and citizen participation in the determination of City policies and procedures; and

WHEREAS, the City Council recognizes committee members to be a valuable resource when given the opportunity to plan and implement projects to meet community needs; and

WHEREAS, the City Council recognizes an Oversight Committee established to serve as an advisory body to the City Council, will empower residents, will create opportunities for their input into community projects, programs, and events, and will provide a vehicle by which the residents can become involved in a process which enables them to have an influence and impact on issues and decisions they care about.

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

Section 1. That a Measure DD Oversight Advisory Committee consisting of five (5) members is hereby established.

Section 2. That the purpose of the Meniffee Oversight Advisory Committee shall be to allow and promote the participation of community residents, to review, monitor, and oversee the appropriation of sales tax proceeds from Measure DD and to recommend the use of sales tax proceeds from Measure DD, and act in an advisory capacity to the City Council in all other policy matters pertaining to Measure DD funds.

Section 3. That membership on the Oversight Committee shall occur through appointment of one member each by the Mayor and each member of the City Council with the benefit of recommendations made through City staff liaisons. Each City Council member in his/her sole discretion shall appoint one member from their respective district; the Mayor shall appoint one member at-large. However, Council Members and the Mayor shall not be restricted to applications received by the City Clerk in choosing their appointments. At the time of his or her appointment, and during his or her tenure of office, each committee member shall reside within the City of Meniffee and in the district of the Council Member that has appointed them and the Mayor's appointee must reside in the City.

Section 4. That each member of the Oversight Committee shall serve at the pleasure of his/her appointing City Council member/Mayor, for the shorter of (1) a term of two years, or (2) until the expiration of the term of his/her appointing City Council Member/Mayor; provided, however, that the total duration of consecutive service for each member of the Oversight Committee shall be four (4) years. At the first City Council meeting in January following each regular municipal election, each City Council member shall make his/her Committee Member appointment of a resident that resides within the Council Member's district, and the Mayor shall appoint a resident as an at-large member of the Oversight Committee.

Section 5. That the Oversight Committee shall establish its own procedural rules which shall comply with the Ralph M. Brown Act, other applicable local and state laws and regulations, this Resolution and City Council Policy No. 1 (Rules of Decorum).

Section 6. That the following are the Powers and Duties of the Oversight Committee:

- 5.1 That the Menifee Oversight Committee shall review, monitor and oversee the appropriation of sales tax proceeds from Measure DD and make recommendations to Council, implementing the use of sales tax proceeds from Measure DD.
- 5.2 The role of the Menifee Oversight Committee as contained in "Exhibit A", is hereby approved.

Section 6. The City Manager is hereby authorized to do all things necessary to implement this resolution.

PASSED, APPROVED AND ADOPTED ON February 1, 2017.

Neil R. Winter, Mayor

Attest:

Sarah Manwaring, City Clerk

Approved as to form:

Jeffery Melching, City Attorney

EXHIBIT A
Menifee Measure DD Oversight Committee Guidelines

1. Powers, duties, and responsibilities.

The Menifee Oversight Committee shall be empowered to establish and maintain written policy and rules and have the following general powers, duties and responsibilities consistent with the City of Menifee, Municipal Code and all other ordinances and regulations of the City of Menifee and with the laws of the State of California:

- A. Promote community involvement, with, for, and by residents of the City of Menifee.
- B. Review, monitor and oversee the appropriation of sales tax proceeds from Measure DD.
- C. Make recommendations to Council implementing the use of sales tax proceeds from Measure DD.
- D. Act in an advisory capacity to the City Council in all other policy matters pertaining to Measure DD funds.

2. Eligibility for the Measure DD Oversight Committee.

The following criteria will be considered for eligibility as a member of the Measure DD Committee:

- A. Applicants must be residents of the City of Menifee and registered voters. Applicants will be eligible for appointment in the district they reside in, or may be appointed by the Mayor as an at-large representative.
- B. The Measure DD Committee shall consist of five members through appointment by the Mayor and each Councilmember.
- C. Membership is open to all residents meeting the above criteria.
- D. Members of the Measure DD Oversight Committee shall not hold any paid office or employment with the City of Menifee.
- E. Failure of a regular member to attend three consecutive regular meetings of the Measure DD Oversight Committee without the consent of the Measure DD Oversight Committee shall be deemed to constitute the retirement of such member and the position declared vacant.

3. Procedure

A. Composition of the Measure DD Oversight Committee

- 1. The number of members of the Measure DD Oversight Committee shall be five (5) persons, 4 district represented members, and 1 at-large member.

2. The Measure DD Oversight Committee shall be composed of a cross-section of the community's population.

B. Support

1. The City Manager or his/her designee shall be the City Council's liaison to the Measure DD Oversight Committee.

C. Measure DD Oversight Committee Officers

1. Chairperson: shall be elected by the Measure DD Oversight Committee members each January to begin office on February 1, annually; The Chair shall facilitate the meetings of the Committee and shall insure committee items are placed on the agenda.
2. Vice-Chair: shall be elected by the Measure DD Oversight Committee members each January to begin office on February 1, annually; The Vice-Chair shall assist the Chair as requested and facilitate the meetings in the absence of the Chairperson.
3. The Secretary: A City staff liaison shall act as the Committee Secretary; The Secretary will:
 - Record the minutes of Measure DD Oversight Committee meetings
 - Format and send meeting minutes to the Chair for distribution to committee for approval
 - The City Clerk will maintain records related to the Measure DD Oversight Committee

D. Measure DD Oversight Committee Meetings

1. The Measure DD Oversight Committee will meet at least two times per year, once before the approval of the fiscal year budget and once at mid-year. The exact date and time will be determined by the members of the Committee and approved by the City Council.
2. Meetings will be conducted according to the Ralph M. Brown Act.
3. Meetings may take place when a quorum is present; a quorum will be reached when half the Measure DD Oversight Committee members plus one are in attendance.
4. The City Council or staff liaison shall place items on the agenda according to the necessity and/or urgency of Council to have items reviewed by the Measure DD Oversight Committee.
5. Measure DD Oversight Committee members may request agenda items through the Chair for upcoming meetings.

E. Measure DD Oversight Committee Member Term Limits

1. Committee members hold two (2) year terms and a limit of two terms to allow for greater participation by all interested parties.
2. At the discretion of the City Council, a Committee member may be excused from further participation, in the event it is deemed necessary for the benefit of the Committee as a whole.
3. Measure DD Oversight Committee members are expected to be present unless excused with prior notice to the staff liaison or Chairperson. A Committee member with three (3) consecutive unexcused meeting absences may be replaced at the discretion of the City Council.
4. In the event a member is unable or unwilling to continue participation in regularly scheduled activities, alternate members will be appointed by the Councilmember for that district, or the Mayor for the at-large position, to assume regular member status.

ORDINANCE NO. 2016-199

AN ORDINANCE OF THE PEOPLE OF THE CITY OF MENIFEE, CALIFORNIA,
ESTABLISHING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY
THE STATE BOARD OF EQUALIZATION BY ADDING CHAPTER 3.26 TO
THE MENIFEE MUNICIPAL CODE

THE PEOPLE OF THE CITY OF MENIFEE ORDAIN AS FOLLOWS:

Section 1. The Meniffee Municipal Code is hereby amended by the addition of a new Chapter 3.26 to read in its entirety as follows:

Chapter 3.26
Transactions and Use Tax

Sections:

3.26.010	Title
3.26.020	Operative Date
3.26.030	Purpose
3.26.040	Contract With State
3.26.050	Transaction Tax Rate
3.26.060	Place of Sale
3.26.070	Use Tax Rate
3.26.080	Adoption of Provisions of State Law
3.26.090	Limitations on Adoption of State Law and Collection of Use Taxes
3.26.100	Permit Not Required
3.26.110	Exemptions and Exclusions
3.26.120	Amendments
3.26.130	Enjoining Collection Forbidden
3.26.140	Use Tax Proceeds
3.26.150	Annual Audit
3.26.160	Termination Date

3.26.010 Title. This Chapter shall be known as the Meniffee Transactions and Use Tax Ordinance. The City of Meniffee hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

3.26.020 Operative Date. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.26.030 Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To adopt a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance

which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose;

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code;

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes;

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.26.040 Contract With State. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transaction and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative data, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.26.050 Transaction Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.26.060 Place of Sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.26.070 Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the incorporated territory of the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.26.080 Adoption of Provisions of State Law. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1(commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.26.090 Limitations on Adoption of State law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of the City shall be substituted therefor. However, the substitution, however, shall not be made when:
 - 1. The word "State" is used as part of the title of the State Controller, the State Treasurer, the State Board of Control, the State Board of Equalization, the State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against the City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance;
 - 3. In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the said provisions of that Code;
 - 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "City" shall substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 or in the definition of that phrase in Section 6203.

3.26.100 Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.26.110 Exemptions and Exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1. Sales of tangible personal property, other than fuel or petroleum products, to the operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

 - 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

 - b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

 - 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

 - 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

 - 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party

to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in the City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall

be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax

any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.26.120 Amendments. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.26.130 Enjoining Collection Forbidden. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.26.140 Use of Tax Proceeds. All proceeds of the tax levied and imposed under this chapter shall be paid into the General Fund for use by the City of Menifee.

3.26.150 Annual Audit. By no later than December 31st of each year, the City's independent auditors shall complete a financial audit report to include the revenue raised and expended by this tax to be reflected in the City's budget. The audit shall review whether the tax revenues collected pursuant to this chapter are collected, managed and expended in accordance with the adopting ordinance.

3.26.160 Termination Date. The authority to levy the tax imposed by this chapter shall expire when ended by voters.

Section 2. If any section, subsection, sentence or clause of this ordinance is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. The adoption of this ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines section 15378(b)(4) the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment and therefore CEQA review is not required.

Section 4. This ordinance relates to the levying and collecting of the City's transactions and use taxes and shall take effect immediately upon approval by the majority of voters voting at the general municipal election on November 8, 2016.

Ordinance No. 2016-199
Establishing Transactions and Use Tax

Section 5. The City Clerk shall certify the passage of this ordinance and forward a copy of the adopted ordinance to the State Board of Equalization.

PASSED, APPROVED AND ADOPTED by the People of the City of Menifee, California, at the general election held on November 8, 2016.



Neil R. Winter, Mayor

Attest:



Sarah A. Manwaring, City Clerk

Approved as to Form:



Jeffrey T. Melching, City Attorney



Neil R. Winter
Mayor

Matthew Liesemeyer
Mayor Pro Tem

Greg August
Councilmember

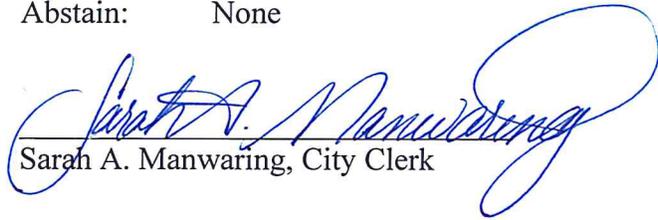
Lesa A. Sobek
Councilmember

John V. Denver
Councilmember

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF MENIFEE)

I, Sarah A. Manwaring, City Clerk of the City of Menifee, do hereby certify that the foregoing Ordinance No. 2016-199 was duly adopted by the City Council of the City of Menifee at a meeting thereof held on the 7th of December, 2016 by the following vote:

Ayes: August, Denver, Liesemeyer, Sobek
Noes: None
Absent: None
Abstain: None



Sarah A. Manwaring, City Clerk

29714 Haun Road
Menifee, CA 92586
Phone 951.672.6777
Fax 951.69.3843
ww.cityofmenifee.us

CITY OF MENIFEE

SUBJECT: EMWD Funding Rebate Award – Turf Conversion Project

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Robert Lennox, Community Services Director 

APPROVED BY: Jeff Wyman, Acting City Manager 

RECOMMENDED ACTION

1. Accept a funding rebate award from Eastern Municipal Water District in the amount of \$476,862 toward the Parks Capital Improvement Program (CIP) Project No. CS017 “Turf Conversion”; and
2. Adopt the amended Fiscal Year 2016-17 Parks CIP to fund a portion of the expenditures not currently budgeted in the project; and
3. Approve new appropriations from the Park Development Impact Fee Area 17 fund reserve balance to Account No. 511-4660-52609 in the amount of \$213,418 to accommodate remaining expenditures not currently budgeted in the Fiscal Year 2016-17 Community Services budget.

DISCUSSION

On June 16, 2016, the City Council adopted the Fiscal Year 2016-17 Parks Capital Improvement Program (CIP) at the recommendation of the Parks, Recreation and Trails Commission. Since then, staff has been steadily working on various projects from the CIP with several completed to-date and various others in progress.

In Fiscal Year 2015-16, staff began working on CIP Project No. CS016, “Turf Conversion Design”. The project scope included completing a conceptual design and engineer’s estimate on the conversion of 238,431 square feet of non-functional turf in City parks to drought tolerant planters with water wise, point-to-point irrigation. The project was initiated in response to the California Governor’s call to reduce watering of all non-functional turf in light of the state’s multi-year drought. Staff utilized the attached conceptual designs and engineer’s estimate to find grant and rebate opportunities to reduce irrigation demands and costs at city facilities. In early 2015, the California State Water Board announced available rebates for the conversion of turf to water wise landscaping. Within two weeks of the announcement all available funding had dried up and had been allocated to other agencies. As a result, staff placed the project “on the shelf” in anticipation of additional funding becoming available in the future.

In September of 2016, staff met with Eastern Municipal Water District (EMWD) to discuss inter-agency coordination for water resources in the City of Menifee. During that meeting staff inquired about future recycled water infrastructure plans for the Water District. In addition to funding for the expansion of recycled water lines across the City, EMWD also announced the availability of new Proposition 84 funds from the California Department of

Water Resources. In short, EMWD had received a large grant to continue the conservation efforts that began in early 2015. Staff immediately provided the postponed “Turf Conversion” proposal for consideration. On January 11, 2017, EMWD transmitted a letter to City staff announcing the award of \$476,862 in rebate funding for the turf conversion project.

The adopted Fiscal Year 2016-17 Parks CIP committed over \$1.8 million in capital improvements for parks and trails in the city. Given the recent award announcement from EMWD, staff sought input from the Parks, Recreation and Trails Commission (PRTC) on possible reprioritization of the Fiscal Year 2016-17 capital projects line up during their regular meeting on January 19, 2017. Specifically, staff recommended the deferment of all non-essential CIP projects to later years in order to free up funding for the Turf Conversion (Project No. CS017) program. Through a workshop format, staff provided a summary of projects which staff believes can be postponed.

As a result, the Commission recommended the reprogramming of \$470,000 of Parks CIP project funds to the Turf Conversion project. An amended Fiscal Year 2016-17 Parks CIP is attached to this staff report for City Council consideration and appropriation of funds. Despite the reprogramming efforts, it is anticipated that the Fiscal Year 2016-17 Parks CIP budget will not fully satisfy all turf conversion project costs:

Turf Conversion Project Cost Estimate	\$1,160,280
EMWD Rebate Award	(\$476,862)
Reprogramed FY2016-17 Parks CIP Funding	(\$470,000)
Variance (new appropriation request)	\$213,418

FISCAL IMPACT

Should the City Council choose to fund the entire scope of work for all proposed park facilities, the total cost for turf conversion activities will be \$1,160,280. The EMWD award will provide a reimbursement rebate of \$2 per square foot or \$476,862. The remaining net impact on the City’s funding sources will be \$683,418. After the reprogramming of \$470,000 in Fiscal Year 2016-17 Parks CIP funds toward this project, there remains a funding gap of \$213,418. As a result, staff is requesting a new appropriation from the Park Development Impact Fee Area 17 fund reserve balance to Account No. 511-4660-52609 in the amount of \$213,418 to accommodate remaining expenditures not currently budgeted in the Fiscal Year 2016-17 Community Services budget.

ATTACHMENTS

1. EMWD Rebate Award Letter
2. 2015 Turf Conversion Proposal
3. Proposed Amended Fiscal Year 2016-17 Parks CIP



January 11, 2017

Robert Lennox
Community Services Director
City of Menifee

Subject: Turf Removal Rebates

Dear Mr. Lennox:

I am pleased to inform you that EMWD is able to fund/rebate your turf removal projects at all 7 sites, covering 238,431 square feet at \$2 per square foot for a total amount of \$476,862.00. This funding is made available through a Prop. 84 Grant that the district received from The CA Department of Water Resources.

Please submit 2-4 before pictures of each area and a map of the site showing the area where turf removal will be done. Once the projects are completed, submit 2-4 after pictures of each site and copies of invoices showing the total cost of the project.

All projects must be completed by June 30, 2017 in order to receive funding.
If you have any questions, please feel free to contact me.

Sincerely,

Juan Zamora
Conservation Programs Specialist III
(951)928-3777 x-4384

Board of Directors
Randy A. Record, *President* David J. Slawson, *Vice President* Joseph J. Kuebler, CPA, *Treasurer* Philip E. Paule Ronald W. Sullivan

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 emwd.org

Menifee Parks Turf Conversion Project

28-Jul-15

Park Site	Turf Removal	Soil Prep/Fine Grade	D. G. Paving	Irrigation	Planting	Mulch	90-Day Maint.	
	SF	SF	SF	SF	SF	SF	SF	
AMR Sports Park	51065	49050	2015	49050	49050	49050	49050	
La Ladera	110897	99507	11390	99507	99507	99507	99507	
E. L. Pete Petersen	2331	1823	508	1823	1823	1823	1823	
Rancho Ramona	4848	4180	524	4180	4180	4180	4180	
Nova	24652	21416	3092	21416	21416	21416	21416	
Lazy Creek	38702	38254	448	38254	38254	38254	38254	
Lyle Marsh	5936	5528	264	5528	5528	5528	5528	
Subtotal (SF)	238431	219758	18241	219758	219758	219758	219758	
Unit Price (SF)	1.95	0.32	2.70	1.05	1.05	0.36	0.16	
Subtotal (\$)	\$464,940.00	\$70,323.00	\$49,251.00	\$230,746.00	\$230,746.00	\$79,113.00	\$35,161.00	\$1,160,280.00
								Subtotal

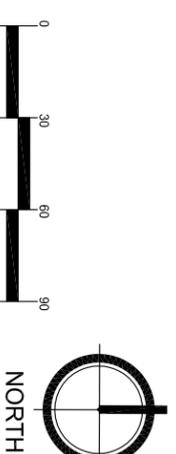


PROPOSED TURF REPLACEMENT AREA
APPROXIMATELY 24,652 SQ. FT.

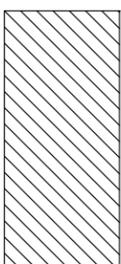
PROPOSED DECOMPOSED GRANITE
IN TURF REMOVAL AREA

RR PROPOSED PUBLIC RESTROOM

TURF REPLACEMENT CONCEPTUAL PLAN



NOVA PARK



PROPOSED TURF REPLACEMENT AREA
APPROXIMATELY 4,848 SQ. FT.

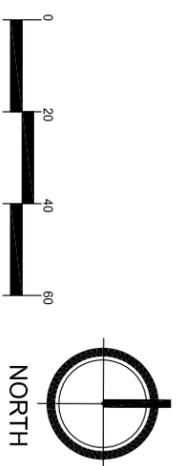


PROPOSED DECOMPOSED GRANITE
IN TURF REMOVAL AREA

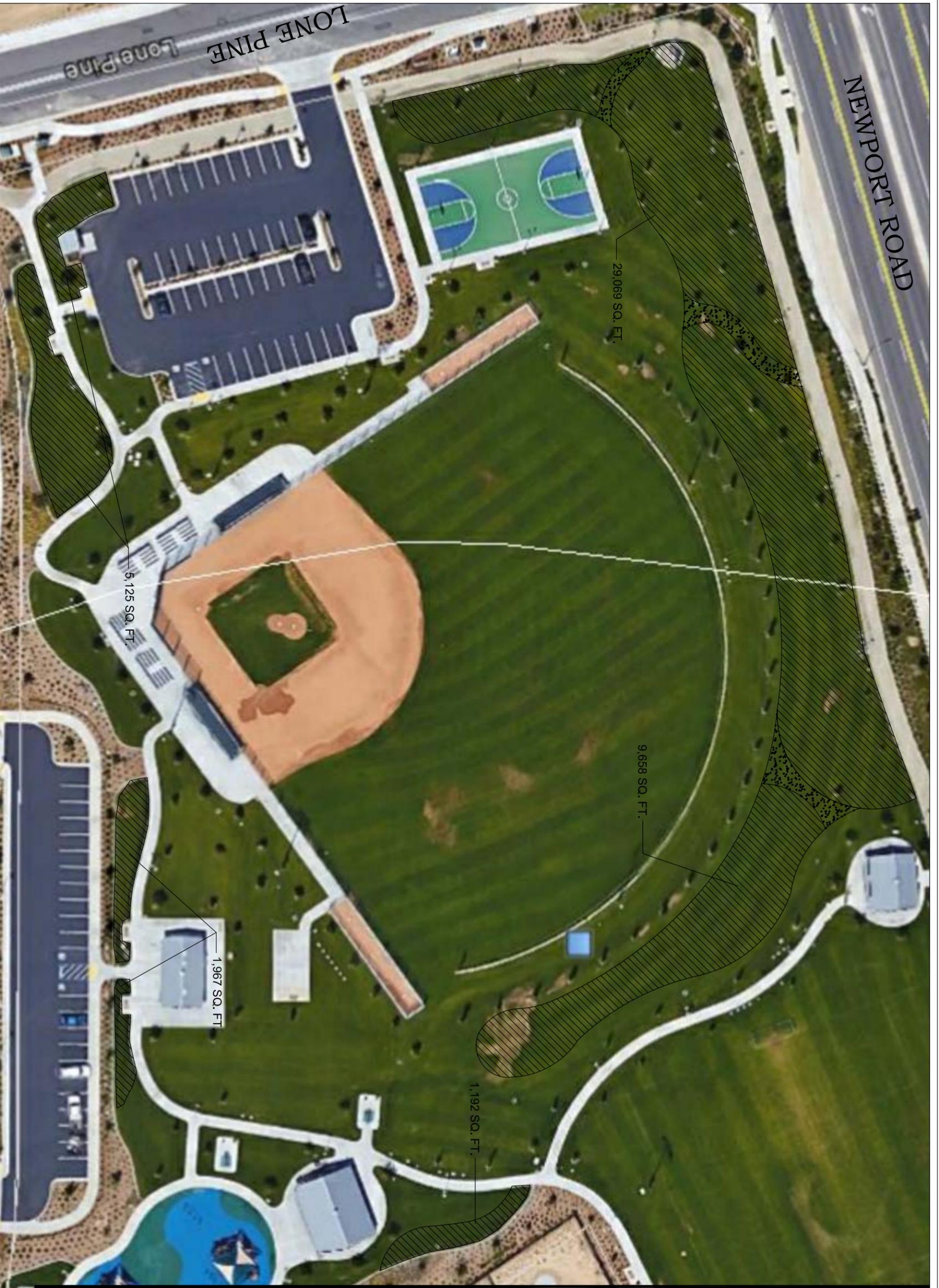


PROPOSED PUBLIC RESTROOM

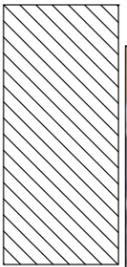
TURF REPLACEMENT CONCEPTUAL PLAN



RANCHO RAMONA PARK



MATCH LINE - SEE SHEET 2



PROPOSED TURF REPLACEMENT AREA
APPROXIMATELY 47,011 SQ. FT.



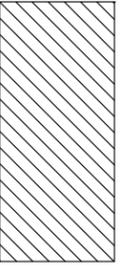
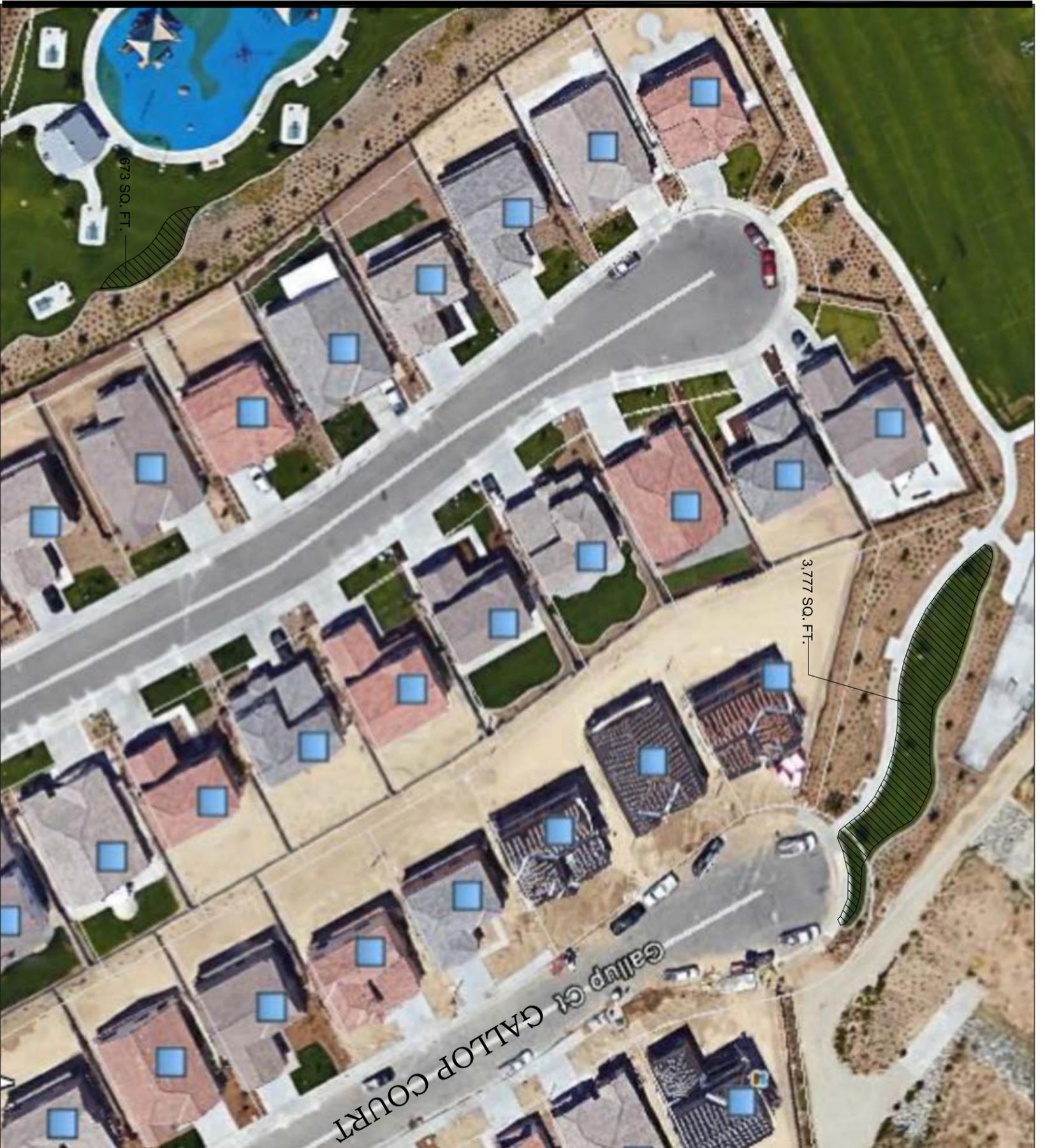
PROPOSED DECOMPOSED GRANITE
IN TURF REMOVAL AREA

TURF REPLACEMENT CONCEPTUAL PLAN



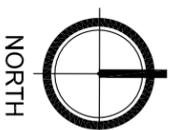
AUDIE MURPHY RANCH SPORTS PARK

MATCH LINE - SEE SHEET 1



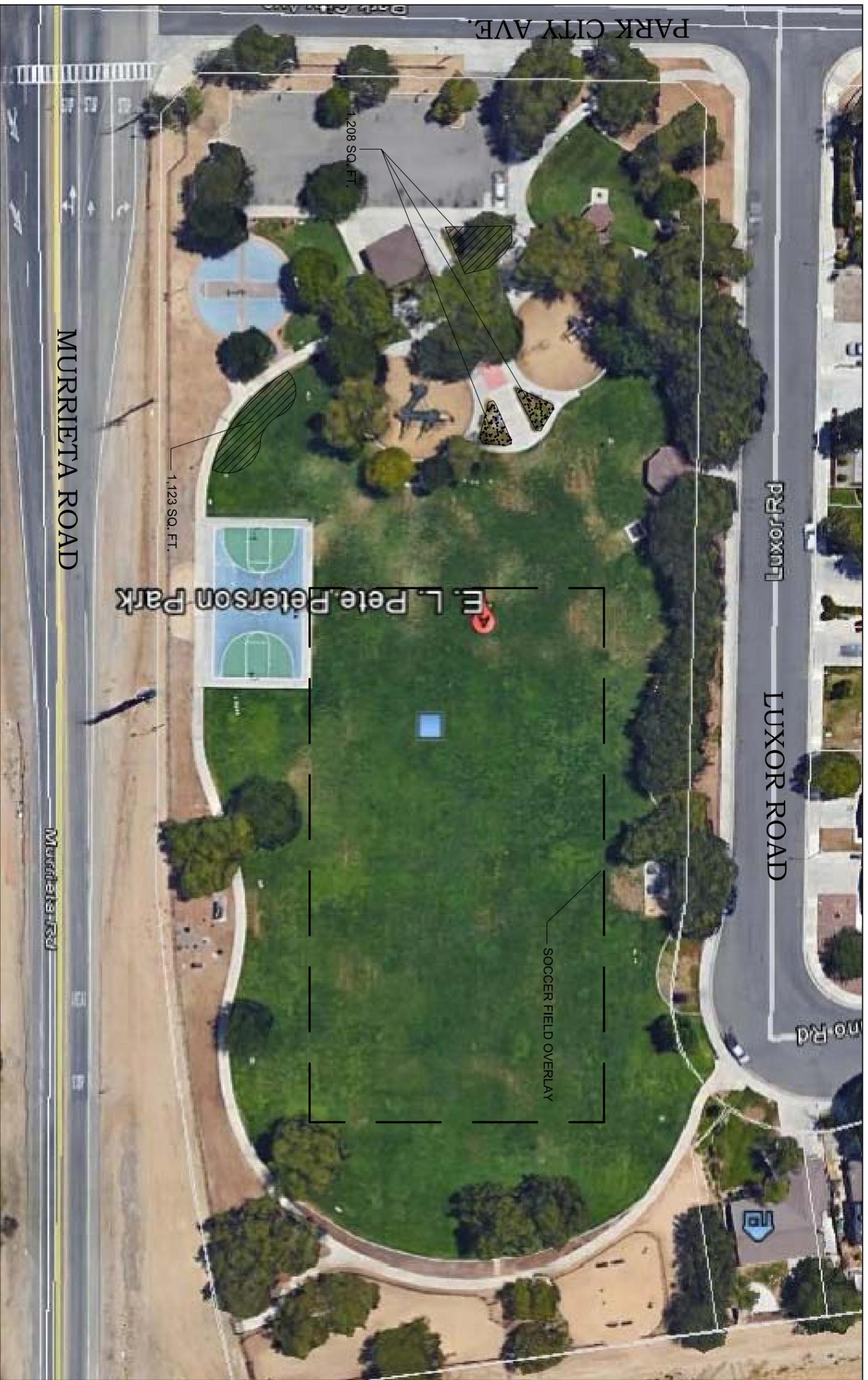
PROPOSED TURF REPLACEMENT AREA
 APPROXIMATELY 4,727 SQ FT

TURF REPLACEMENT CONCEPTUAL PLAN



SHEET 2

AUDIE MURPHY RANCH SPORTS PARK

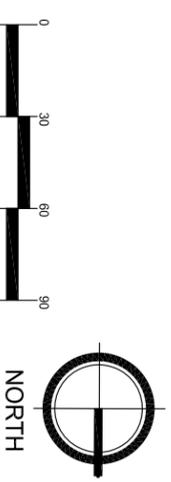


PROPOSED TURF REPLACEMENT AREA
APPROXIMATELY 2,331 SQ FT

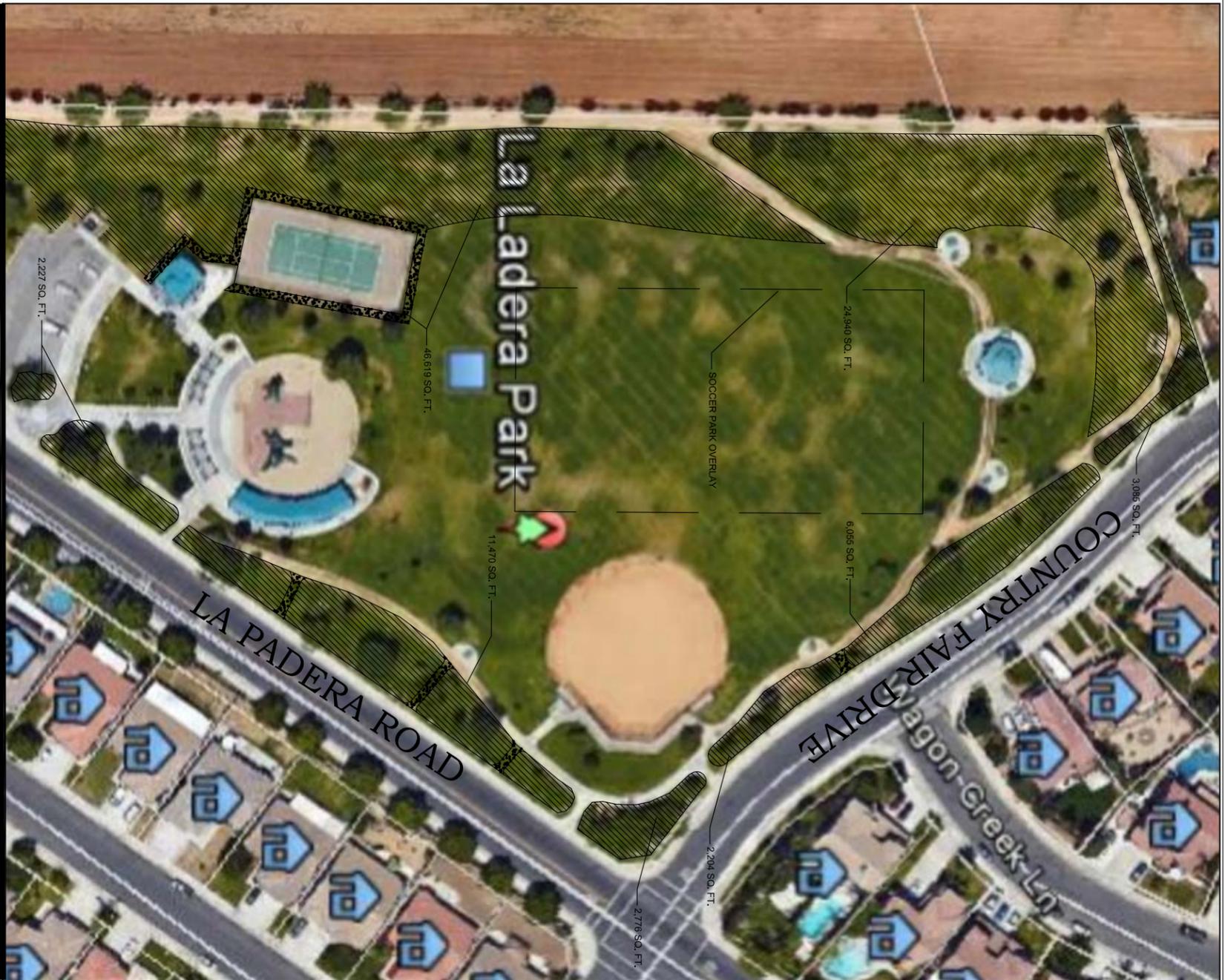


PROPOSED DECOMPOSED GRANITE
IN TURF REMOVAL AREA

TURF REPLACEMENT CONCEPTUAL PLAN



E.L. PETE PETERSON PARK

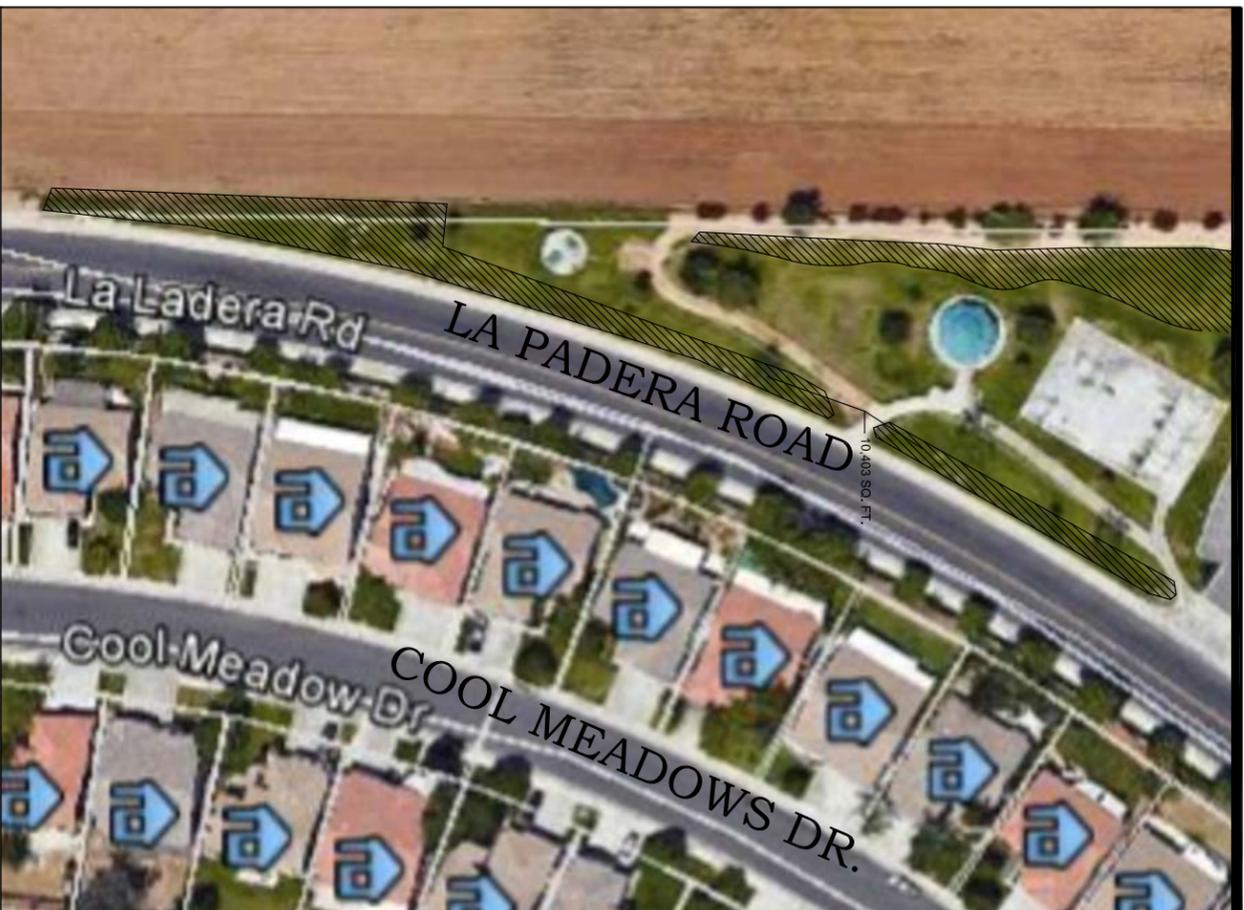


MATCH LINE - SEE ABOVE RIGHT

PROPOSED TURF REPLACEMENT AREA
APPROXIMATELY 110,897 SQ FT



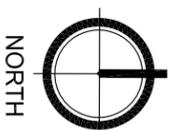
PROPOSED DECOMPOSED GRANITE
IN TURF REMOVAL AREA

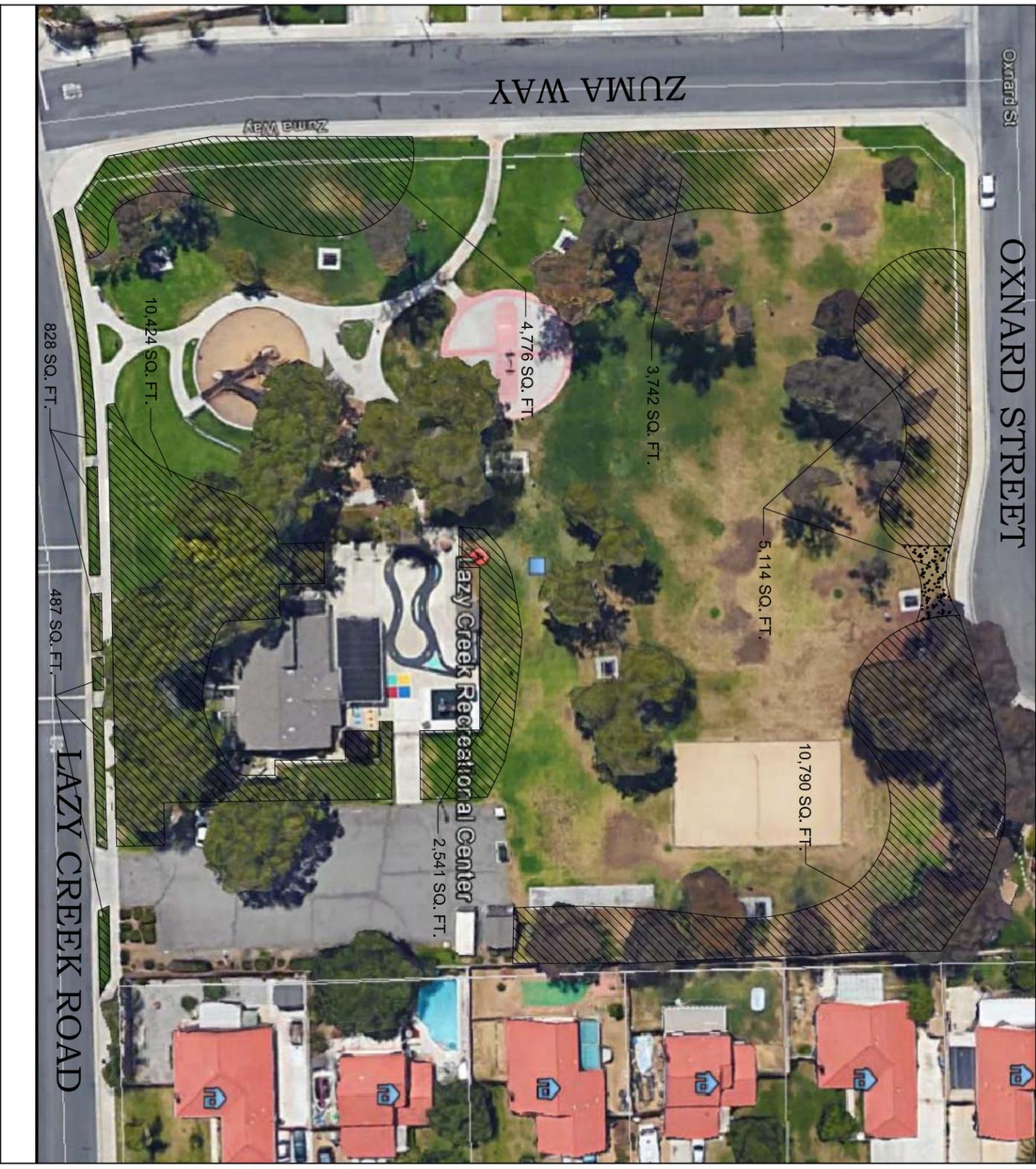


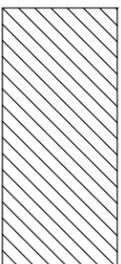
MATCH LINE - SEE BELOW LEFT

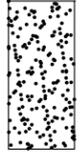
LA LADERA PARK

TURF REPLACEMENT CONCEPTUAL PLAN

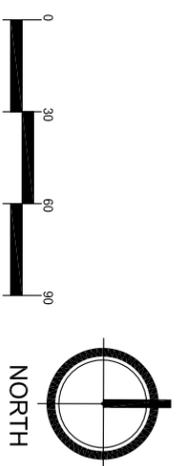




 PROPOSED TURF REPLACEMENT AREA
 APPROXIMATELY 38,702 SQ. FT.

 PROPOSED DECOMPOSED GRANITE
 IN TURF REMOVAL AREA

TURF REPLACEMENT CONCEPTUAL PLAN



LAZY CREEK RECREATIONAL CENTER



LYLE MARSH PARK

TURF REPLACEMENT CONCEPTUAL PLAN

**Fiscal Year 2016-17 Parks CIP
Proposed Amended**

PROJECT NO	PROJECT NAME	Adopted FY16/17	Proposed Amended FY16/17	Variance
CS004	Street Medians	\$0	\$0	\$0
CS005	Park Monument Improvements	\$5,000	\$5,000	\$0
CS006	Picnic Shelter Improvements	\$25,000	\$0	-\$25,000
CS007	Park Furnishings	\$25,000	\$25,000	\$0
CS008	Park Restroom Furnishings Replacement	\$10,000	\$0	-\$10,000
CS009	Irrigation Control System Upgrades	\$30,000	\$30,000	\$0
CS010	Evans Park Design	\$50,000	\$10,000	-\$40,000
CS011	Evans Park Construction	\$0	\$0	\$0
CS012	Rancho Ramona Park Restroom	\$156,500	\$156,500	\$0
CS013	Rancho Ramona Park Playground Resurfacing	\$40,000	\$40,000	\$0
CS014	Park Lighting and ADA Upgrades	\$20,000	\$20,000	\$0
CS015	Sports Field Lighting	\$0	\$0	\$0
CS016	Turf Conversion Design	\$0	\$0	\$0
CS017	Turf Conversion Construction	\$0	\$683,418	\$683,418
CS018	La Ladera Park Playground Resurfacing	\$50,000	\$0	-\$50,000
CS019	Playground Equipment Upgrades	\$40,000	\$40,000	\$0
CS020	Lazy Creek Rec Center Improvements	\$30,000	\$30,000	\$0
CS021	Parking Lot Resurfacing and Trash Enclosures	\$150,000	\$0	-\$150,000
CS022	IT Network Upgrades	\$30,000	\$30,000	\$0
CS023	Trails Connectivity & Enhancements	\$80,000	\$0	-\$80,000
CS024	Irrigation Upgrades	\$20,000	\$20,000	\$0
CS025	AMR Park Security and Access Enhancements	\$20,000	\$20,000	\$0
CS026	Maintenance Storage Improvements	\$5,000	\$5,000	\$0
CS027	Historical Monuments	\$40,000	\$40,000	\$0
CS028	Senior Center Improvements	\$51,753	\$51,753	\$0
CS029	Utility Corridor Trail	\$0	\$0	\$0
CS030	Central Park Art Kiosks	\$20,000	\$0	-\$20,000
CS031	Park Land Acquisition	\$500,000	\$500,000	\$0
CS032	Permanent Park Restrooms	\$150,000	\$150,000	\$0
CS033	Park Surveillance Systems	\$117,000	\$117,000	\$0
CS034	Tree Inventory/Mapping	\$25,000	\$0	-\$25,000
CS035	Trails Inventory/Mapping	\$55,000	\$0	-\$55,000
CS036	Lyle Marsh Park Improvements	\$25,000	\$10,000	-\$15,000
CS037	Bradley Basin Park	\$0	\$0	\$0
CS038	Living Healthy Trail/Fitness Improvements	\$50,000	\$50,000	\$0
Total		\$1,820,253	\$2,033,671	\$213,418

CITY OF MENIFEE

SUBJECT: Change Order No. 2 to Amendment No. 2 of the Contract Services Agreement with Superior Pavement Markings, Inc.

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Allen Yun, Senior Administrative Analyst

REVIEWED BY: Jonathan G. Smith, Public Works Director/City Engineer *for JGS*

APPROVED BY: Jeff B. Wyman, Acting City Manager *JBW*

RECOMMENDED ACTION

Approve Change Order No. 2 to Amendment No. 2 of the contract services agreement with Superior Pavement Markings, Inc. for on-call roadway striping services by increasing the compensation for the option year three contract amount of \$150,000 by \$35,000, for a new not to exceed total amount of \$185,000.

DISCUSSION

The Public Works Department solicited proposals in FY14/15 for on-call roadway striping services and selected Superior Pavement Markings, Inc. The original contract terms allows for up to five (5) consecutive one (1) year renewal options. The contract is in the third year of the agreement as stated in Amendment No. 2.

As part of the City's annual street maintenance program, staff inspects the roads and evaluates the deterioration of the existing striping and identifies when new striping is needed. This fiscal year, the City has seen a substantial increase in the need for additional roadway striping due to the deterioration of the existing striping conditions. This is reflected in the amount of striping work that has been requested and completed during this year.

Staff has worked with Superior Pavement Markings, Inc. in order to estimate the total amount needed to fund the services provided under this contract through the end of this fiscal year. The revised total amount is reflected in the attached contract change order.

FISCAL IMPACT

Funds are available in the FY 2016/17 Gas Tax Fund in account 200-4552-52600, Street Maintenance.

ATTACHMENTS

1. Change Order No. 2
2. 10.5 Staff Report – November 2, 2016
3. Change Order No. 1
4. Amendment No. 2 – July 1, 2016
5. 10.9 Staff Report – July 16, 2014

**CHANGE ORDER NO. 2 TO
AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT**

This is **Change Order No. 2** to that certain AGREEMENT for Professional Services Agreement (“Agreement”) made on **July 16, 2014**, by and between the City of Menifee (“City”) and Contractor: **SUPERIOR PAVEMENT MARKINGS, INC.** (“Contractor”), which **Amendment No. 2** is made and entered on **July 1, 2016** to exercise **Option Year Three** of original agreement, extending the contract term and compensation for **ON-CALL CITYWIDE ROADWAY STRIPING SERVICES** as indicated below:

1. Section 2.1, “Contract Sum” is amended to read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay the Contractor by the Unit Price amounts specified in the Bid Forms and Specifications and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **\$ 185,000.00** (the “Allocated Contract Sum”), unless additional compensation is approved pursuant to Article 1.10.

2. Section 3.4, “Contract Term” is amended to read as follows:

The term of this Agreement shall be from **July 1, 2016 to June 30, 2017**, unless earlier terminated in accordance with Article 7 of this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

Jeff B. Wyman, Acting City Manager

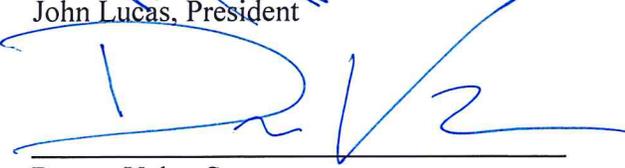
Attest:

Sarah A. Manwaring, City Clerk

CONTRACTOR



John Lucas, President



Darren Veltz, Secretary

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Note: 2 officer’s signatures required if
Consultant is a corporation]

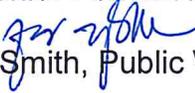
CITY OF MENIFEE

SUBJECT: Change Order No. 1 to Amendment No. 2 of the Contract Services Agreement with Superior Pavement Markings, Inc. for On-Call Roadway Striping Services

MEETING DATE: November 2, 2016

TO: Mayor and City Council

PREPARED BY: Allen Yun, Senior Administrative Analyst

REVIEWED BY: Jonathan G. Smith, Public Works Director/City Engineer 

APPROVED BY: Robert A. Johnson, City Manager 

RECOMMENDED ACTION

Approve Change Order No. 1 to Amendment No. 2 of the Contract Services Agreement with Superior Pavement Markings, Inc. for On-Call Roadway Striping Services by increasing the contract amount by \$50,000 for Option Year Three, for a new not to exceed total amount of \$150,000.

DISCUSSION

The Public Works Department solicited proposals in FY14/15 for On-Call Roadway Striping Services and selected Superior Pavement Markings, Inc. The original contract terms allow for up to five (5) consecutive one (1) year renewal options. The contract is in the third year of the agreement as stated in Amendment 2.

As part of the City's annual street maintenance program, staff inspects the roads and evaluates the deterioration of the existing striping and identifies areas where new striping is needed. This fiscal year, the City has seen a substantial increase in the need for additional roadway striping due to the deterioration of the existing striping conditions. This is reflected in the amount of striping work that has been requested and completed during this year.

Staff has worked with Superior Pavement Markings, Inc. in order to estimate the total amount needed to fund the services provided under this contract through the end of this fiscal year. The revised total amount is reflected in the attached contract change order.

FISCAL IMPACT

Funds are available in the FY 2016/17 Gas Tax Fund in account 200-4552-52600, Street Maintenance.

ATTACHMENTS

1. Change Order No. 1
2. Amendment No. 2 – July 1, 2016
3. Item No. 10.9 Staff Report – July 16, 2014

**CHANGE ORDER NO. 1 TO
AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT**

This is Change Order No. 1 to that certain AGREEMENT for Professional Services Agreement (“Agreement”) made on July 16, 2014, by and between the City of Menifee (“City”) and Contractor: SUPERIOR PAVEMENT MARKINGS, INC. (“Contractor”), which Amendment No. 2 is made and entered on July 1, 2016 to exercise Option Year Three of original agreement, extending the contract term and compensation for ON-CALL CITYWIDE ROADWAY STRIPING SERVICES as indicated below:

1. Section 2.1, “Contract Sum” is amended to read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay the Contractor by the Unit Price amounts specified in the Bid Forms and Specifications and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$ 150,000.00 (the “Allocated Contract Sum”), unless additional compensation is approved pursuant to Article 1.10.

2. Section 3.4, “Contract Term” is amended to read as follows:

The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated in accordance with Article 7 of this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3. All other terms and conditions of the Agreement remain in full force and effect.

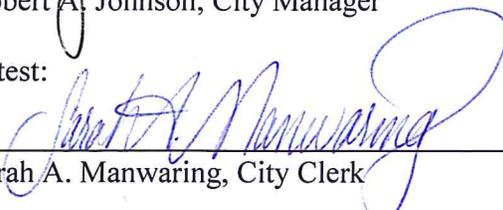
IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE



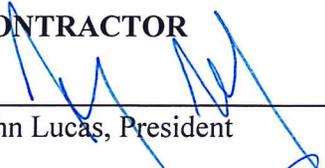
Robert A. Johnson, City Manager

Attest:

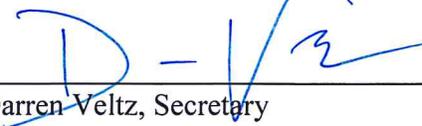


Sarah A. Manwaring, City Clerk

CONTRACTOR

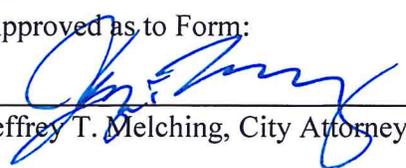


John Lucas, President



Darren Veltz, Secretary

Approved as to Form:



Jeffrey T. Melching, City Attorney

[Note: 2 officer’s signatures required if
Consultant is a corporation]

**AMENDMENT NO. 2 TO
CONTRACT SERVICES AGREEMENT**

This is Amendment No. 2 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on July 16, 2014, by and between the City of Menifee ("City") and Contractor: SUPERIOR PAVEMENT MARKINGS, INC. ("Contractor"), which Amendment No. 2 is made and entered on July 1, 2016 to exercise Option Year Three of original agreement, extending the contract term and compensation for ON-CALL CITYWIDE ROADWAY STRIPING SERVICES as indicated below:

1. Section 2.1, "Contract Sum" is amended to read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay the Contractor by the Unit Price amounts specified in the Bid Forms and Specifications and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$ 100,000.00 (the "Allocated Contract Sum"), unless additional compensation is approved pursuant to Article 1.10.

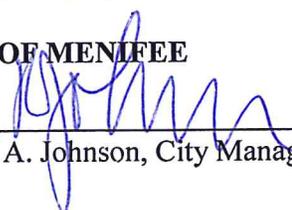
2. Section 3.4, "Contract Term" is amended to read as follows:

The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated in accordance with Article 7 of this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3. All other terms and conditions of the Agreement remain in full force and effect.

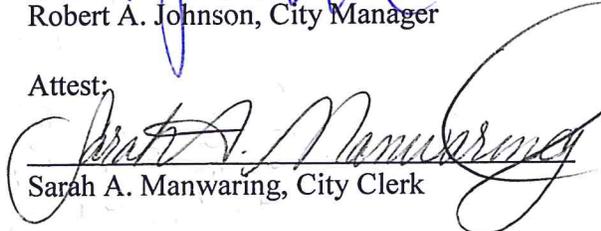
IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE



Robert A. Johnson, City Manager

Attest:

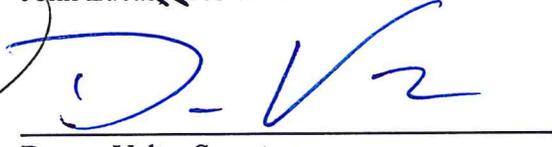


Sarah A. Manwaring, City Clerk

CONTRACTOR

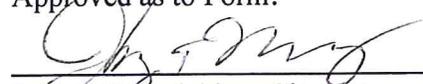


John Lucas, President



Darren Veltz, Secretary

Approved as to Form:



Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if
Consultant is a corporation]

CITY OF MENIFEE

AWARD OF BID AND APPROVE AGREEMENTS FOR THE ON-CALL CITYWIDE ROADWAY STRIPING SERVICES, PW #14-01

MEETING DATE: July 16, 2014

TO: Mayor and City Council

PREPARED BY: Jonathan G. Smith, Director of Public Works/City Engineer 
Rafael Martinez, Assistant Public Works Director 

REVIEWED BY: Robert A. Johnson, City Manager 

SUBJECT: Award of Bid and Approve Agreements for the On-Call
Citywide Roadway Striping Services, PW#14-01

RECOMMENDATION

1. Award the Annual On-Call Citywide Roadway Striping Services, PW14-01 to the lowest responsible bidder, Superior Pavement Markings Inc., in the amount not to exceed \$100,000.00.
2. Authorize the City Manager to renew the Agreement in one year increments up to five (5) years at his discretion not to exceed \$100,000.00.

BACKGROUND

As a part of the City wide annual maintenance program, the Public Works Department performs roadway pavement striping and markings at various locations. This work is currently performed by PV Maintenance (PVM) under contract with the City and administered by the City's Public Works Superintendent.

Staff develops a list of locations that need attention based on inspections which include deterioration of the existing striping, public safety, and public requests. In this contract, the contractor is obligated to furnish all labor, materials, tools, equipment, and incidentals required to provide roadway striping and marking services under the management of the Public Works Department.

DISCUSSION

PVM performs minor and major repair work for the City from weed abatement to pavement grinding and resurfacing, as well as emergency response services in times of severe weather conditions. Most of this work is performed by PVM's own crews and equipment, but at times PVM subcontracts specialized items to others. PVM adds a markup for the subcontractor's work resulting in a higher price for the work performed. Consequently, the amount allocated for roadway striping does not fully cover all the required areas that need striping on an annual basis.

Staff recommends that this work be administered by in-house staff directly with a qualified striping contractor in order to avoid high prices and thus service more areas.

As required by the California Public Contract Code, the On-Call Citywide Roadway Striping Services contract was advertised for a minimum of 15 days. The public bid opening was held on May 27, 2014 at City Hall and three bids were received (one of which was disqualified due to late arrival) as shown in the table below.

Bids Received: 05/27/14	
Name	Amount
Superior Pavement Markings	\$ 168,360.00
Orange County Striping	\$ 196,985.00
Chrisp Company	Disqualified

Staff prepared a bid schedule that would be representative of the Contractor's unit prices at different levels of service which included an estimated annual quantity so that potential contractors would bid and be evaluated the same way. The bid amounts are for evaluation purposes only with the understanding that the City will not exceed the allocated amount for these services. The California Public Contract Code states contracts for public projects shall be awarded to the lowest responsible bidders. Staff reviewed the submitted bid documents and has determined that the lowest, responsible bidder is Superior Pavement Markings, Inc.

FISCAL IMPACT

Funding is available in the City's FY14/15 Street Maintenance budget in account #200-4552-52600:

Account Name	Amount
Gas Tax	\$100,000

The PVM Purchase Order will be reduced by \$100,000 to cover the cost of the Contract with Superior Pavement Markings, Inc.

Staff will generate work orders identifying locations to be striped. Work orders are based on staff observations or residents/business owner requests. All work orders specify the type and quantity of work and the billings are based on the bid item and unit cost as shown in the contract bid schedule. Because each work order is unique, the billing will vary depending on the individual requests for each month.

ATTACHMENTS

- A. Bid Schedule
- B. Construction Contract Agreement Documents

CITY OF MENIFEE

SUBJECT: Bonds and Agreements for Tract Map 30507; and the Release of Existing Riverside County Bonds and Agreement for TR 30507, D.R. Horton Los Angeles Holding Co., Inc.

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Andy Powell, Associate Engineer

REVIEWED BY: Jonathan G. Smith, Public Works Director/City Engineer
Yolanda Macalalad, Principal Engineer

APPROVED BY: Jeff B. Wyman, Acting City Manager

RECOMMENDED ACTION

1. Accept agreements and bonds for road/drainage, water and sewer improvements and survey monuments;
2. Release existing Riverside County agreements and bonds for road/drainage, water and placement of survey monuments;

DISCUSSION

Tract Map 30507 is a subdivision of 39.62 gross acres into one hundred seventy four (174) lots for residential use, located at the northeast corner of Chambers Avenue and Murrieta Road, as shown on the attached Exhibit "A". The final map was recorded in 2005 prior to City incorporation by the original developer, WL Homes LLC, DBA John Laing Homes. The original developer also constructed most of the onsite and offsite improvements conditioned of the development to provide. When the economy went south the construction was halted but not after 66 of the 174 lots were already constructed and sold to individual homeowners. The remainder of the project went on hiatus for several years leaving the remaining lots undeveloped; changed ownerships and eventually was bought in 2016 by the current DR Horton Los Angeles Holding Co., Inc.

With the change in ownership, the City requires that bond agreements are replaced and new bonds posted by the current owner. Because most of the required improvements are already in place, the City conducted an inspection of the site to evaluate the remaining missing improvements and required posting of security for only the remaining improvements.

D.R. Horton is now in the process of building the remaining 108 lots and has to comply with outstanding project conditions of approval including bond replacement. To comply with the conditions, the developer will enter into the recommended bond agreements to guarantee completion of the remaining improvements within 24 months from this Council approval date. The original owner, WL Homes, LLC posted the original bond agreements with Riverside County as shown below:

A. TR 30507 Original improvement and survey monuments bonds:

Improvement	Security	Faithful Performance	Labor & Materials
Road & Drainage Improvements	SU5013821	\$ 3,400,000	\$1,700,000
Water Improvements	SU5013821	\$ 163,200	\$ 81,600
Sewer Improvements	SU5013821	\$ 161,800	\$ 80,900
Survey Monument	SU5013822	\$ 87,900	N/A
TOTAL		\$ 3,762,900	\$1,862,500

D.R. Horton is requesting the City's approval of the following replacement agreements and bonds based on remaining outstanding improvements, and release the existing Riverside County agreements and bonds with WL Homes, LLC. Staff reviewed the replacement bond agreements and determined compliance with City policies and ordinances, and is therefore recommending approval. A summary of the replacement bonds is as follows:

B. TR 30507 improvement and survey monument bonds:

Improvement	Security	Faithful Performance	Labor & Materials
Road & Drainage Improvements	016072569	\$ 208,500	\$ 104,250
Water Improvements	016072569	\$ 50,000	\$ 25,000
Sewer Improvements	016072569	\$ 31,000	\$ 15,500
Survey Monuments	016072568	\$ 87,900	N/A
TOTAL		\$ 377,400	\$ 144,750

FISCAL IMPACT

The completion of the remaining 108 lots by the new developer is welcome indicator of the economy continuously picking up. Construction of the 108 residential units will mitigate impact to City infrastructures and services through payment of development impact fees, TUMF, RBBD and special districts taxes and assessments. The additional units to the City's housing population will contribute to the City's economic growth through generated tax revenues from sales and property taxes.

The developer paid the necessary fees and deposits to prepare the recommended agreement and security bonds.

ATTACHMENTS

1. Exhibit "A" – Location Map
2. Agreements for Road/Drainage, Water, Sewer Improvements and Survey Monuments for TR 30507, with attached Faithful Performance Bonds, Labor & Materials Bond and Survey Monument Bond
3. Existing Agreements for Road/Drainage, Water, Sewer Improvements and Survey Monuments for TR 30507, with attached Faithful Performance Bonds, Labor & Material and Survey Monument Bond

EXHIBIT A

IN THE UNINCORPORATED TERRITORY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

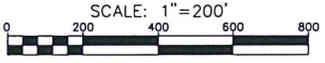
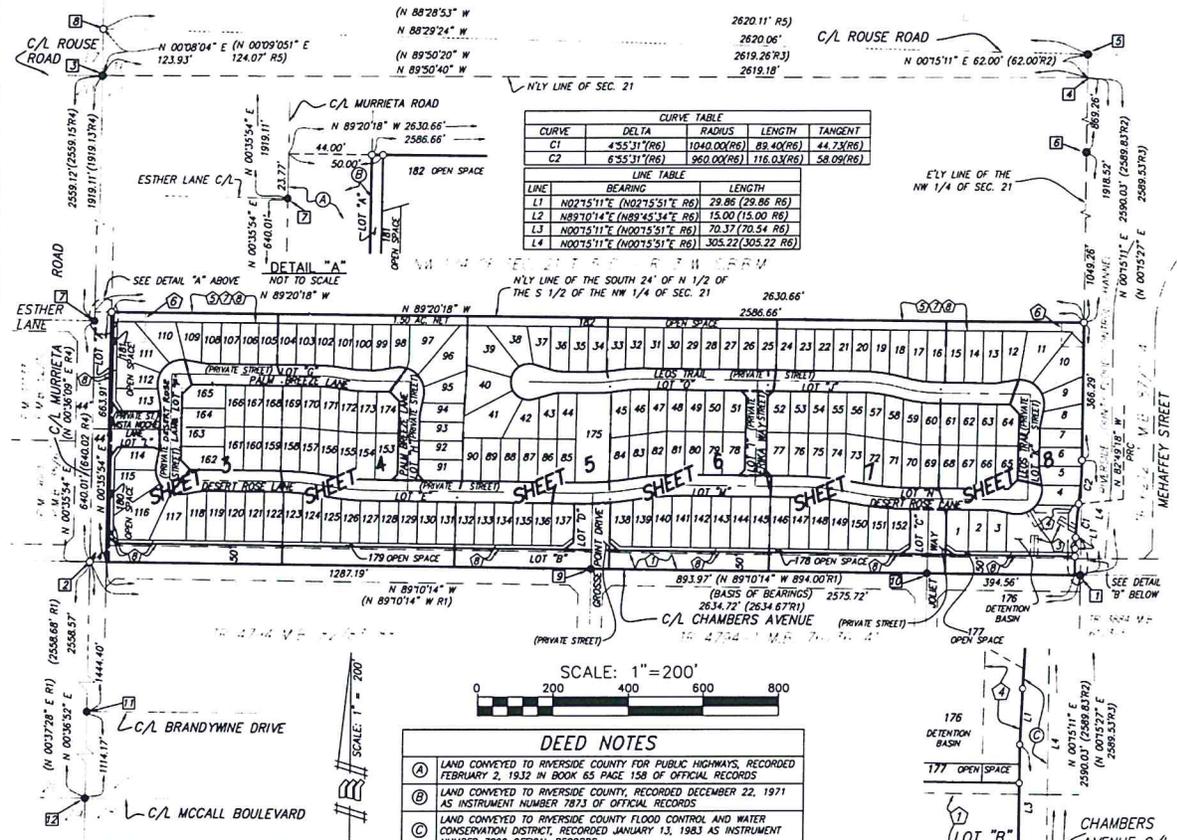
SHEET 2 OF 9 SHEETS

TRACT NO. 30507

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF

MADOLE AND ASSOCIATES, INC.
JANUARY, 2004

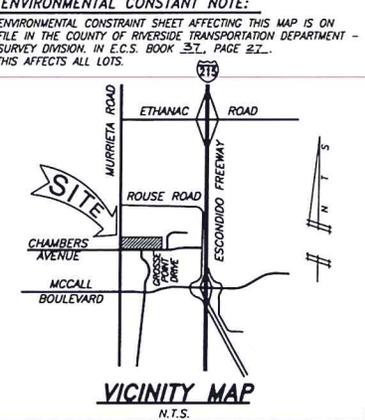
2005-0659459 ORIGINAL



(A)	LAND CONVEYED TO RIVERSIDE COUNTY FOR PUBLIC HIGHWAYS, RECORDED FEBRUARY 2, 1932 IN BOOK 65 PAGE 158 OF OFFICIAL RECORDS
(B)	LAND CONVEYED TO RIVERSIDE COUNTY, RECORDED DECEMBER 22, 1971 AS INSTRUMENT NUMBER 7873 OF OFFICIAL RECORDS
(C)	LAND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED JANUARY 13, 1983 AS INSTRUMENT NUMBER 7090 OFFICIAL RECORDS

- ### EASEMENT AND DEDICATION NOTES
- AN EASEMENT IN FAVOR OF JAMES J. SANTIAGO JR., SANTIAGO JR. ET AL FOR ROAD AND PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED: DECEMBER 29, 1971, AS INSTRUMENT NO. 148406 OF OFFICIAL RECORDS.
 - A GENERAL TELEPHONE COMPANY OF CALIFORNIA EASEMENT FOR UNDERGROUND CONDUITS, MANHOLES, PEDESTALS, CABLES, WIRES AND APPURTENANCES AND INCIDENTAL PURPOSES, RECORDED MAY 11, 1982 AS INSTRUMENT NO. 80746 OF OFFICIAL RECORDS.
 - DRAINAGE EASEMENTS, DEDICATED TO PUBLIC USE AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.
 - SEWER AND/OR WATER EASEMENT GRANTED HEREON TO EASTERN MUNICIPAL WATER DISTRICT.
 - EASEMENT GRANTED TO GRESTONE HOMES, INC. FOR STORM DRAIN PIPING PER DOCUMENT RECORDED OCTOBER 30, 2003 AS INSTRUMENT NO. 2003-861890, OFFICIAL RECORDS.
 - THOSE PORTION OF A STORM DRAIN EASEMENT FOR FLOOD CONTROL AND DRAINAGE PURPOSES TO THE COUNTY OF RIVERSIDE, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED JULY 19, 2004 AS INSTRUMENT NO. 2004-0558642, OFFICIAL RECORDS, WITHIN THIS TRACT MAP, LOCATED HEREON.
 - DRAINAGE EASEMENT, DEDICATED TO PUBLIC USE OVER ALL OF LOT 182, AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.
 - EASEMENTS OVER ALL OF OPEN SPACE LOTS 177 THROUGH 182, INCLUSIVE, FOR LANDSCAPE AND MAINTENANCE PURPOSES DEDICATED TO LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1 CONSOLIDATED, AS SHOWN HEREON.

- ### SURVEYOR'S NOTES:
- INDICATES FOUND MONUMENT AS SHOWN.
 - FD, SPIKE & WASHER, TAGGED RIVERSIDE COUNTY TRANSPORTATION, FLUSH, TIED OUT, SEARCH UNDER FOUND NOTHING, SET 1" I. P., FLUSH, TAGGED "P.L.S. 7635", PER TR. 4794-1 M.B. 76/36-41, ACCEPTED AS CENTER OF SECTION 21.
 - FD, NOTHING, SET 1" I. P., TAGGED "P.L.S. 7635", FLUSH, ESTABLISHED BY RIVERSIDE CO THE BOOK 107/218, ACCEPTED AS W 1/4 OF SECTION 21, PER TR. 4794-1 M.B. 76/36-41.
 - FD COPPERWELD, FLUSH, TAG ILLEGIBLE, ACCEPTED AS N/W CORNER OF SECTION 21, PER RIVERSIDE COUNTY THE NOTES, THE BOOK 107/222.
 - NOTHING FD OR SET, ESTABLISHED PER TR. 6212-1 M.B. 87/1-4 ACCEPTED AS NE CORNER OF THE NW QUARTER OF SECTION 21.
 - FD, 1" IP, NO TAG, DN. 0.5', SET TAG "P.L.S. 7635" ON IP, ACCEPTED AS C/L OF ROUSE ROAD PER TRACT 6212-1 M.B. 87/1-4, HELD FOR LINE.
 - FD, 1" IP, TAGGED "S 2921", NO. REF., FLUSH.
 - FD, 1" IP, DN. 0.3' TAGGED "P.L.S. 3259" PER RIVERSIDE COUNTY THE NOTES, T.B. 107/219, P.M. 18923 P.M.B. 147/7.
 - FD, NOTHING, SET 1" I. P., TAGGED "P.L.S. 7635", FLUSH, ESTABLISHED BY RIVERSIDE CO. THE NOTES, T.B. 107/221, ACCEPTED AS CL INT. OF MURRIETA ROAD AND ROUSE ROAD PER P.M. 6720 P.M.B. 21/14-15.
 - FD, 1" IP, NO TAG, DN. 0.7', ACCEPTED AS CL INT. OF CHAMBERS AVENUE AND GROSSE POINT DRIVE PER TR. 4794-1 M.B. 76/36-41, SET TAG "P.L.S. 7635".
 - FD, 1" IP, TAG ILLEGIBLE, DN. 0.5', ACCEPTED AS CL INT. OF CHAMBERS AVENUE AND JOLIET WAY PER TR. 4794-1 M.B. 76/36-41, SET TAG "P.L.S. 7635".
 - FD, 1 1/2" DIA. DISK STAMPED AS SHOWN ON RIGHT PER RIVERSIDE COUNTY THE NOTES, T.B. 107/217, FLUSH, ON LINE, ACCEPTED AS THE INTERSECTION OF MURRIETA ROAD AND BRANDYWINE DRIVE.
 - FD, 1" I. P., TAG ILLEGIBLE, DN. 1.15', ACCEPTED AS SW. COR OF SEC. 21 T. 5 S. R. 3 W. S.B.M. PER TR. 4794-1 M.B. 76/36-41 AND TR. 3839 M.B. 60/80-83, SET TAG "P.L.S. 7635".
 - INDICATES RESTRICTED VEHICULAR ACCESS.
 - INDICATES SHEET LINES (THIS SHEET ONLY)



CC & R'S PER INSTRUMENT NUMBER 0659460 RECORDED F-12-05

**AGREEMENT
TRACT NO. 30507
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This Agreement for Construction of Road and Drainage Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as Tract No. 30507, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the City Engineer, a copy of which are on file in the office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 460 and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Two Hundred Eight Thousand Five Hundred and no/100, Dollars, \$ 208,500.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss,

administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

FIFTH: The Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 as amended to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to

renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory

to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

City of Menifee
29714 Haun Road
Menifee, CA 92586

Developer

Western Pacific Housing, Inc. a Delaware
Corporation dba D.R. Horton, America's
Builder
2280 Wardlow Circle, #100
Corona, CA 92880

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: Dec 13, 2016

By: Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder
Its Manager

BM Murakami
Barbara M. Murakami
Vice President

Dated: _____, 2016

CITY OF MENIFEE

By: _____
Jonathan G. Smith, Public Works Director/
City Engineer

CITY OF MENIFEE

By _____
Neil R Winter, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah Manwaring, City Clerk

By: _____
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

**AGREEMENT
TRACT NO. 30507
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This Agreement for Construction of Water System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as TR No. 30507, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District, to connect with the distribution system described above with all pipe laid at such a depth as to provide a fully-thirty six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 460 and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Fifty Thousand and no/100, Dollars, \$ 50,000.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its

agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

FIFTH: The Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and

sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 as amended to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses,

permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

Developer

City of Menifee
29714 Haun Road
Menifee, CA 92586

Western Pacific Housing, Inc. a Delaware
Corporation dba D.R. Horton, America's
Builder
2280 Wardlow Circle, #100
Corona, CA 92880

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: Dec 13, 2016

By: Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder Its Manager

BMMurakami
Barbara M. Murakami
Vice President

Dated: _____, 2016

CITY OF MENIFEE

By: _____
Jonathan G. Smith, Public Works Director/
City Engineer

CITY OF MENIFEE

By _____
Neil R. Winter, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah Manwaring, City Clerk

By: _____
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

**AGREEMENT
TRACT NO. 30507
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This Agreement for Construction of Sewer System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as Tract No. 30507, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the City Engineer, office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 460 and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Thirty One Thousand and no/100, Dollars, \$ 31,000.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion

and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

FIFTH: The Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 as amended to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

City of Menifee
29714 Haun Road
Menifee, CA 92586

Developer

Western Pacific Housing, Inc. a Delaware
Corporation dba D.R. Horton, America's
Builder
2280 Wardlow Circle, #100
Corona, CA 92880

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: Dec 13, 2016

By: Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder
Its Manager

Barbara M. Murakami
Barbara M. Murakami
Vice President

Dated: _____, 2016

CITY OF MENIFEE

By: _____
Jonathan G. Smith, Public Works Director/
City Engineer

CITY OF MENIFEE

By _____
Neil R. Winter, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah Manwaring, City Clerk

By: _____
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**



FAITHFUL PERFORMANCE BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage	\$ <u>208,500.00</u>	Tract Map	<u>30507</u>
Water System	\$ <u>50,000.00</u>	Bond No.	<u>016072569</u>
Sewer System	\$ <u>31,000.00</u>	Premium	<u>\$869.00</u>
Total	\$ <u>289,500.00</u>		

Surety <u>Liberty Mutual Insurance Company</u>	Principal <u>Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder</u>
Address <u>2055 Sugarloaf Circle</u>	Address <u>2280 Wardlow Circle, #100</u>
City/State <u>Duluth, GA</u>	City/State <u>Corona, CA</u>
Zip code <u>30097</u>	Zip <u>92880</u>
Phone <u>(888) 557-0524</u>	Phone <u>(951) 739-5460</u>

WHEREAS, the City of Meniffee, State of California, and **Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **Tract No. 30507**, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and **Liberty Mutual Insurance Company**, as surety, are held and firmly bound unto the City of Meniffee in the penal sum of **Two Hundred Eighty Nine Thousand Five Hundred and no/100, Dollars, \$ 289,500.00** lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Meniffee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

9/8/15

FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the City of Meniffee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on December 7, 2016

NAME OF PRINCIPAL: Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder

AUTHORIZED SIGNATURE(S):

By: *Barbara M. Murrakami*
Name: Barbara M. Murrakami
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Liberty Mutual Insurance Company

AUTHORIZED SIGNATURE: *Margaret A. Ginem*
It's Attorney-in-Fact Title
Margaret A. Ginem

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

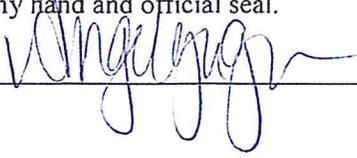
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On December 12, 2016 before me, Angelyn Gutierrez, Notary Public (there insert name and title of officer), personally appeared BARBARA M. MURAKAMI, 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 

(Seal)



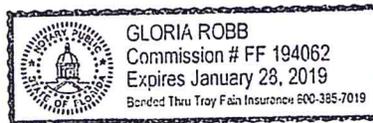
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 7th day of **December, 2016** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-in-Fact on behalf of **Liberty Mutual Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Gloria Robb*
Gloria Robb



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7368487

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; Brandy L. Baich; David H. Carr; Eileen C. Heard; Margaret A. Ginem

all of the city of Tampa, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



MATERIAL AND LABOR BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ 104,250.00
Water System \$ 25,000.00
Sewer System \$ 15,500.00
Total \$ 144,750.00

Tract Map 30705
Bond No. 016072569
Premium \$ Included in the Performance Bond

Surety Liberty Mutual Insurance Company

Address 2055 Sugarloaf Circle
City/State Duluth, GA
Zip 30097
Phone (888) 557-0524

Principal Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder
Address 2280 Wardlow Circle, #100
City/State Corona, CA
Zip 92880
Phone (951) 739-5460

WHEREAS, the City of Menifee, State of California, and Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to Tract No. 30507, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Menifee and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of One Hundred Forty Four Thousand Seven Hundred Fifty and no/100 Dollars, \$ 144,750.00 for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

9/8/15

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on December 7, 2016.

NAME OF PRINCIPAL: Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder

AUTHORIZED SIGNATURE(S):

By: *B. Murakami*
Name: Barbara M. Murakami
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Liberty Mutual Insurance Company

AUTHORIZED SIGNATURE: *Margaret A. Ginem*
It's Attorney-in-Fact Title
Margaret A. Ginem

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

c/o Willis of Florida, Inc.
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

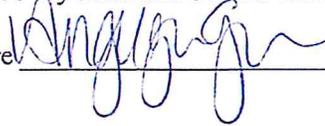
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On December 12, 2010 before me, Angelyn Gutierrez, Notary Public (here insert name and title of officer), personally appeared Barbara M. Murakami, 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 

(Seal)



ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } ss.

On this 7th day of **December, 2016** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-in-Fact on behalf of **Liberty Mutual Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Gloria Robb*
Gloria Robb



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7368486

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; Brandy L. Baich; David H. Carr; Eileen C. Heard; Margaret A. Ginem

all of the city of Tampa, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 20 16.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**AGREEMENT
TRACT NO. 30507
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This Agreement for placement of Survey Monuments ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and **Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder**, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as **Tract No. 30507**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and furnish to the City Surveyor tie notes for said tract in accordance with standards set forth in Riverside County Ordinance No. 461, or any successor thereto, and Section 8771 et seq. of the Business and Professions Code of the State of California. The Developer further agrees to pay, within 30 days of presentation to Developer of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Developer further agrees that if payment to the Surveyor or engineer is not made within 30 days, the surveyor or engineer notifies City that he has not been paid for setting the final monuments, and the City of Menifee, pursuant to Section 66497 of the Government Code, after providing Developer with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by City to the engineer or surveyor, Developer will, upon demand, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provision herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Developer, its surety, and all parties who may have an interest in the Agreement or any portion thereof. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Eighty Seven Thousand Nine Hundred and no/100 Dollars, \$ 87,900.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs 30507nd included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

FIFTH: The Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 as amended to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the

standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

City of Menifee
29714 Haun Road
Menifee, CA 92586

Developer

Western Pacific Housing, Inc. a Delaware
Corporation dba D.R. Horton, America's Builder
2280 Wardlow Circle. #100
Corona, CA 92880

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: Dec 13, 2016

By: Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder Its Manager

Barbara M. Murakami
Barbara M. Murakami
Vice President

Dated: _____, 2016

CITY OF MENIFEE

By: _____
Jonathan G. Smith, Public Works Director/
City Engineer

CITY OF MENIFEE

By _____
Neil R. Winter, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah Manwaring, City Clerk

By: _____
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**



SUBDIVISION MONUMENT BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66496)

Tract No. 30507
Bond No. 016072568
Surety Premium \$ 264.00

Surety Liberty Mutual Insurance Company
Address 2055 Sugarloaf Circle
City/State Duluth, GA
Zip 30097
Phone (888) 557-0524

Principal Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder
Address 2280 Wardlow Circle, #100
City/State Corona, CA
Zip 92880
Phone (951) 739-5402

That, Western Pacific Housing, Inc. a Delaware Corporation dba D.R. Horton, America's Builder, subdivider, as principal, and Liberty Mutual Insurance Company, a corporation, as surety, are hereby jointly and severally bound to pay to the City of Meniffee the sum of Eighty Seven Thousand Nine Hundred and no/100, Dollars, \$ 87,900.00.

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of TR 30507, entered into an agreement with the City of Meniffee to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

NOW, THEREFORE, if the subdivider shall well and truly perform said agreement during the original term thereof, or of any extension of said term that may be granted by the City of Meniffee, with or without notice to the surety, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on December 7, 2016.

NAME OF PRINCIPAL: Western Pacific Housing, Inc., a Delaware Corporation dba D.R. Horton, America's Builder

AUTHORIZED SIGNATURE(S):

By: *B.M. Murakami*
Name: Barbara M. Murakami
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Liberty Mutual Insurance Company

AUTHORIZED SIGNATURE: *Margaret A. Ginem*
It's Attorney-in-Fact Title
Margaret A. Ginem
(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

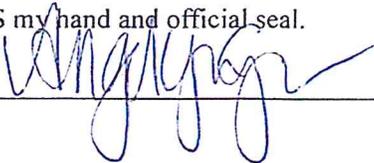
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On December 12, 2016 before me, Angelyn Gutierrez, Notary Public (here insert name and title of officer), personally appeared Barbara M. Murakami, 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 

(Seal)



ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 7th day of **December, 2016** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Liberty Mutual Insurance Company** and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature _____


Anett Cardinale



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7368752

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; Brandy L. Baich; David H. Carr; Eileen C. Heard; Margaret A. Ginem

all of the city of Tampa, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of December, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

JASON E. UHLEY
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
207959

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

October 19, 2016

RECEIVED

OCT 27 2016

RIVERSIDE COUNTY
CONSTRUCTION INSPECTION

Mr. Hugh Smith
Engineering Division Manager
Riverside County Transportation
and Land Management Agency
Post Office Box 1605
Riverside, CA 92502-1605

Dear Mr. Smith:

Re: Tract No. 30507
Sun City – Thornton Avenue
Storm Drain, Stage 2
Project No. 4-0-00307
Drawing No. 4-0842

Per the Cooperative Agreement approved by the Board of Supervisors, between Riverside County Flood Control and Water Conservation District, the County of Riverside and John Lang Homes, the District accepts the above-referenced project for operation and maintenance per the date of this letter. Please release the bond for flood control improvements. Please note that this area is now within the city of Menifee's jurisdiction.

Very truly yours,

A handwritten signature in blue ink that reads "Zully Smith".

ZULLY SMITH
Chief of Operations and
Maintenance Division

c: City of Menifee
Attn: Jonathan Smith
Global Investment and Development LLC
Attn: Joseph Ravini
JLC Engineering & Consulting, Inc.
Attn: Joe Casteneda
D.R. Horton
Attn: Barbara Murakami
ec: TLMA
Attn: Laura Foster
George Yassa
Patty Romo
Henry Olivo
Kent Allen
Jim McNeill
Cassandra Sanchez (Contract Admin File)
Sharon Johnson (Tract Admin File)
AU:rlp

AGREEMENT TO EXTEND TOLLING AGREEMENT

This Agreement to Extend Tolling Agreement ("Agreement to Extend") is made by and between the County of Riverside ("County") and Arch Insurance Company ("Arch") effective on the date this Agreement is signed by attorney for Surety, John Immordino, and attorney for the County, Anna W. Wang. The County and Arch Insurance Company are collectively referred to as "Parties" and individually as "Party."

RECITALS

1. WHEREAS, The County and Arch entered into a Tolling Agreement effective December 6, 2012 upon belief that it was in the best interest to defer litigation of County's claims against Arch in order to permit the Parties to resolve their claims. A copy of the Tolling Agreement is attached hereto as Exhibit "A" and incorporated fully herein.

2. WHEREAS, The County and Arch are still working towards settlement of this matter and desire to extend the existing Tolling Agreement until June 6, 2014.

AGREEMENT

NOW THEREFORE, THE COUNTY AND ARCH, in consideration of the mutual promises and/or covenants contained herein, do hereby agree as follows:

1. Any applicable statute of limitations, and any other time-related defense (collectively, "Statutes of Limitation"), shall be, and hereby is, tolled and extended from June 6, 2013 until June 6, 2014. This Agreement to Extend shall not affect any statute of limitations defense available to Arch which existed prior to the Effective date.

2. Each party represents and warrants that the individuals executing this Agreement to Extend on each party's behalf possess full authority to execute this Agreement to Extend.

3. This Agreement to Extend constitutes the entire understanding between the Parties hereto with respect to the subject matter set forth herein and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations, or agreements written or oral, between them regarding the subject matter of this Agreement. No alterations, modifications or interpretations hereof shall be binding unless in writing and signed by the Parties.

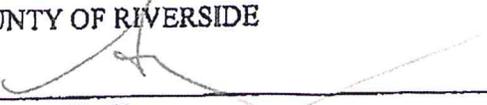
4. This Agreement to Extend shall be construed and interpreted in accordance with the laws of the State of California.

5. This Agreement to Extend shall become effective upon execution by the County and Arch. It may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Tolling Agreement, as of the dates written below.

DATED: 1/15/2014

COUNTY OF RIVERSIDE


By: Anna W. Wang
Deputy County Counsel

DATED: 1-15-2014

Arch Insurance Company


By: John Immordino
Attorney for Surety

Exhibit A

TOLLING AGREEMENT

This Tolling Agreement ("Tolling Agreement") is made by and between the County of Riverside ("County") and Arch Insurance Company ("Surety") effective on the date this Agreement is signed by attorney for Surety, John Immordino, and attorney for the County, Sunshine Sykes. The County and Arch Insurance Company are collectively referred to as "Parties" and individually as "Party."

RECITALS

- A. WHEREAS, WL Homes, LLC dba John Laing Homes ("Developer"), was the owner and developer of a portion of a land division known as Tract 30507.
- B. WHEREAS, on or about August 9, 2005 the Developer entered into the Subdivision Improvement Agreements with the County to furnish all labor, equipment and materials necessary to perform and complete road, drainage, water and sewer system improvements, and monuments for a portion of a land division known as Tract 30507 ("Project").
- C. WHEREAS, in or about April 2005, pursuant to California Government Code Sections 66499 et seq., the Surety issued the following bonds for the Project: (1) Faithful Performance Bond No. SU5013819 in the amount of \$4,897,400 (reduced to \$3,400,000) to guarantee the completion of Road/Drainage improvements; (2) Faithful Performance Bond No. SU5013820 in the amount of \$408,000 (reduced to \$163,200) to guarantee the completion of Water System improvements; (3) Faithful Performance Bond No. SU5013821 in the amount of \$404,500 (reduced to \$161,800) to guarantee completion of Sewer System; (4) Faithful Performance Bond No. SU5013822 in the amount of \$87,900 to guarantee the completion of Monuments; (5) Material and Labor Bond No. SU5013819 in the amount of \$3,648,900 for Road/Drainage; (6) Material and Labor Bond No. SU5013820 in the amount of \$204,000 for Water System; (7) Material and Labor Bond No. SU5013821 in the amount of \$252,250 for Sewer System (Collectively the "Bonds").
- D. WHEREAS, subsequently thereafter, Developer performed significant work on the improvements but thereafter failed to complete the remaining work on the Subdivision Agreements.
- E. WHEREAS, on or about February 17, 2010, the County notified the Surety that the Developer was in default and the County made a claim against the Bonds.
- F. WHEREAS, the Parties have tentatively agreed that Arch will complete certain portions of the designated public improvements, and that upon completion the County will reduce the Bonds in amounts corresponding to the work completed, and further that the County will not further demand that the Surety complete the remaining improvements, which shall be the obligation of any future developer.

WHEREAS, the Parties agree that it is in the best interest to defer litigation of County's claims against Surety in order to permit the Parties to resolve their claims; and

WHEREAS, the Parties desire to toll the running of any statute of limitations and any other time-related defense as of December 6, 2012, with respect to any and all rights, claims, or causes of action, that could or might be asserted by the County against Surety that are based on, arise out of, or in any way relate to the Bonds, the Developer's alleged failure to perform, install, complete, or maintain certain improvements and perform certain obligations in connection therewith ("Claims").

AGREEMENT

THEREFORE, in consideration of the mutual covenants and conditions set forth, the Parties hereto agree as follows:

1. Tolling of Claims. The Parties agree to toll any applicable statute of limitations, and any other time-related defense (collectively, "Statutes of Limitation"), if any, with respect to the Claims, for a period of time commencing on the Effective Date and continuing until June 6, 2013 (the "Tolling Period"). The Tolling Period may be extended by written agreement of the Parties.

(a) The tolling shall apply to all Claims arising during the term of this Agreement.

(b) The Parties agree that the Tolling Period shall be excluded from all computations of any Statutes of Limitation applicable to the Claims. The Parties agree that each shall not plead, assert, or otherwise raise any Statutes of Limitation applicable to the Claims, to the extent such is tolled by this Agreement or as a bar to or other limitation on any Claims.

(c) The Parties agree that the Tolling Period shall not limit or otherwise affect the duty of a Party, if any, to mitigate losses, damages, or injury.

(d) This Agreement constitutes a valid and effective written agreement to toll pursuant to Section 360.5 of the California Code of Civil Procedure.

2. Covenant Not to Sue. The Parties agree not to sue or otherwise prosecute any Claims until either a date within ninety (90) days prior to the expiration of the Tolling Period, as set forth in Section 1 (Tolling of Claims), or the termination of the Tolling Period, as set forth in Section 3 (Withdrawal from the Agreement).

3. Withdrawal from the Agreement. Either Party may, upon written notice to the other Party, sent by certified mail, return receipt requested, and properly addressed to the business offices of the other Party, elect to withdraw from this Agreement. Such withdrawal may occur irrespective of the consent of the other Party. The Tolling Period shall terminate ninety (90) days following receipt of the notice of withdrawal.

4. Alternative Dispute Resolution. Nothing in this Agreement prohibits the Parties from engaging in informal alternative dispute resolution, including, but not limited to, mediation. Any agreement by the Parties to engage in informal alternative dispute resolution during the term of this Agreement does not affect the respective duties and obligations of the Parties.

5. No Waiver. This Agreement shall not constitute a waiver or release of any defenses of the Surety based on the running of time under an applicable statute of limitations which arose, accrued, or would have barred any Claims prior to the Effective Date.

6. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be deemed given or made only if in writing and intended, addressed as follows, or to such other address as may, from time to time, be designated by written notice to the other Parties:

To Surety:

John Immordino, Esq.
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
555 South Flower Street, Suite 2900
Los Angeles, CA 90071

To the County:

Sunshine S. Sykes, Esq.
Deputy County Counsel
Riverside County Counsel Pamela J. Walls,
3960 Orange St., Suite 500,
Riverside, CA 92501-3674.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9. Breach. The Parties understand and agree that no breach of any provision or provisions of this Agreement can be waived unless done so expressly in writing. A waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

10. Severability. If any provision of this Agreement is determined to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties. In any event, the remaining provisions shall be deemed valid and enforceable to the maximum extent possible.

11. Authority. Each of the undersigned represents and warrants that he/she has the authority to bind the Party on behalf of whom he/she signs and that the other Party hereto is entitled to rely upon such representation for all legal purposes.

12. Parties Covered. This Agreement shall be signed by the attorneys for the Parties and shall inure to the benefit of the Parties' successors and assigns, departments, divisions, subsidiaries, parent, sister and related entities.

13. No Admission of Liability. Neither the execution of this Agreement nor anything contained in it is intended to be, nor shall be deemed to be, an admission by either Party of any liability or an admission of the existence of facts upon which liability could be based.

14. Amendments and Modifications. This Agreement may be amended or modified only by a written agreement signed by the Parties to this Agreement.

15. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter set forth herein and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations, or agreements written or oral, between them regarding the subject matter of this Agreement. No alterations, modifications or interpretations hereof shall be binding unless in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Tolling Agreement, as of the dates written below.

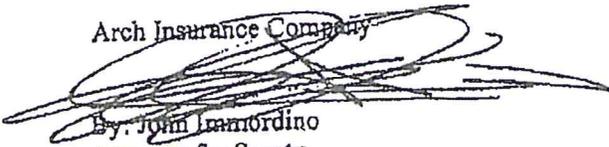
DATED: 12/17/12

COUNTY OF RIVERSIDE


By: Sunshine Sykes
Deputy County Counsel

DATED: 12-10-12

Arch Insurance Company


By: John Immordino
Attorney for Surety

MATERIAL AND LABOR BOND
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 (Government Code Section 66499.1)

FOR: Streets and Drainage \$ _____	Tract No. <u>30507</u>
Water System \$ _____	Parcel Map No. _____
Sewer System \$ <u>252,250</u>	Bond No. <u>SU5013821</u>
	Premium <u>INCLUDED IN THE PERFORMANCE BOND</u>

Surety <u>ARCH INSURANCE COMPANY</u>	Principal <u>WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY</u>
Address <u>135 N. LOS ROBLES AVENUE #825</u>	Address <u>255 E. RINCON STREET, SUITE 100</u>
City/State <u>PASADENA, CA</u>	City/State <u>CORONA, CA</u>
Zip <u>91101</u>	Zip <u>92879</u>
Phone <u>626-639-5200</u>	Phone <u>951-272-5100</u>

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 30507, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of TWO HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED FIFTY & NO/100--- Dollars (\$ 252,250.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FORM APPROVED
 COUNTY COUNSEL

APR 12 2005

W. Ramez

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on APRIL 5, 2005.

NAME OF PRINCIPAL: WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DBA JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By: [Signature]
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: [Signature]
D.J. PICARD, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

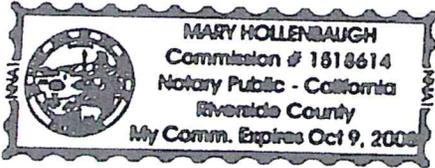
State of California

County of RIVERSIDE } ss.

On April 7, 2005, before me, MARY HOLLENBAUGH Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared LINDA VOLIA
Name(s) of Signer(s)

personally known to me

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.



Place Notary Seal Above

WITNESS my hand and official seal.

Mary Hollenbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Material & Labor Bond

Document Date: 4/5/05 Number of Pages: 1pg - 2 sided

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

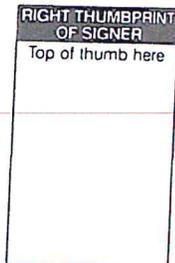
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On 4-5-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared D.J. PICARD
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

[Handwritten Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

MATERIAL AND LABOR BOND

TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED

NUMBER OF PAGES

APRIL 5, 2005

DATE OF DOCUMENT

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

ARCH INSURANCE COMPANY

N/A

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Todd M. Rohm, Cathy S. Kennedy, Sejal P. Lange, D. J. Picard and Beata A. Sensi of Orange, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

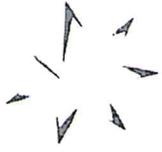
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.

*** BOND REDUCTION ***

EXTENSION OF TIME

AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30507, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 12 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Three million four hundred thousand and no/100 Dollars (\$3,400,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

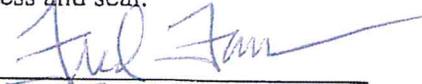
County

Contractor

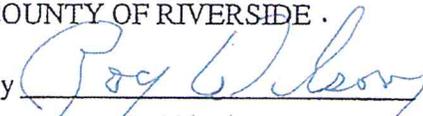
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DBA JOHN LAING HOMES
19520 JAMBOREE ROAD, SUITE 300
IRVINE, CA 92612

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

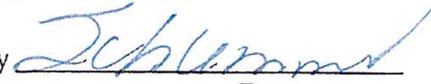
By 
Fred Farr
Title VP, Local Acquisition & Development
By _____
Title _____

COUNTY OF RIVERSIDE .

By 
ROY WILSON CHAIRMAN BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

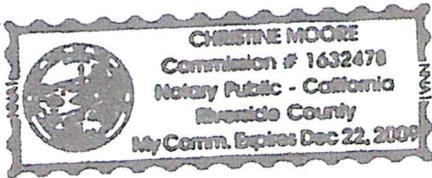
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On August 08 before me, Christine Moore Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Fred Farr
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

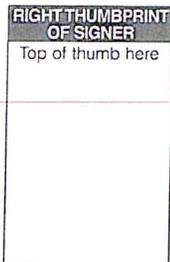
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

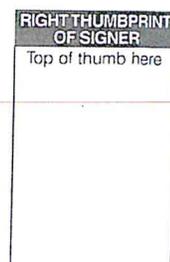
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

*** BOND REDUCTION ***

EXTENSION OF TIME

AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30507, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 12 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One hundred sixty-three thousand two hundred and no/100 Dollars (\$163,200.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DBA JOHN LAING HOMES
19520 JAMBOREE ROAD, SUITE 300
IRVINE, CA 92612

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 

Title VP, Land Acquisition & Development

By _____

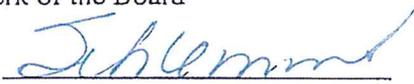
Title _____

COUNTY OF RIVERSIDE

By 
ROY WILSON CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 11/15/07

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On August 08 before me, Christine Moore, Notary Public

personally appeared Fred Farr

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 [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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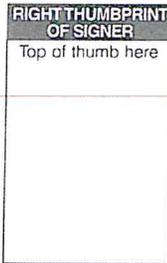
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

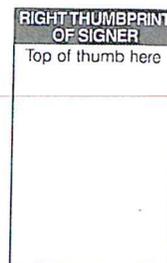
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**** BOND REDUCTION ****

EXTENSION OF TIME

**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30507, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 12 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of One hundred sixty-one thousand eight hundred and no/100 Dollars (\$161,800.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DBA JOHN LAING HOMES
19520 JAMBOREE ROAD, SUITE 300
IRVINE, CA 92612

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

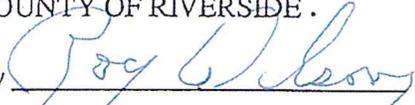
By 
Fred Farr

Title V.P. Land Acquisition & Development

By _____

Title _____

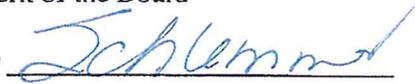
COUNTY OF RIVERSIDE .

By 

ROY WILSON
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On August 03 before me, Christine Moore Notary Public

personally appeared Fred Farr



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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

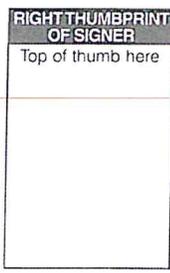
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

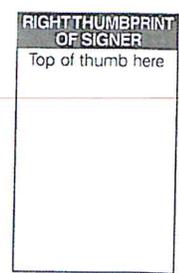
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**** BOND REDUCTION ****

EXTENSION OF TIME

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30507, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 12 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its Surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of Eighty-seven thousand nine hundred and no/100 Dollars (\$87,900.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or his Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, his Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor

WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DBA JOHN LAING HOMES
19520 JAMBOREE ROAD, SUITE 300
IRVINE, CA 92612

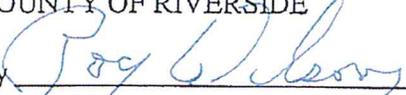
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 
Fred Farr
Title V.P. Land Acquisition & Development

By _____

Title _____

COUNTY OF RIVERSIDE

By 
ROY WILSON CHAIRMAN, BOARD OF SUPERVISORS

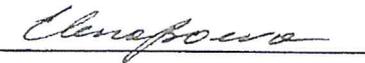
ATTEST:

NANCY ROMERO,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPPLICATE

Revised 11/15/07

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On Aug 20, 05 before me, Christine Moore Notary Public Here Insert Name and Title of the Officer

personally appeared Fred Ferr 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 [Handwritten Signature] Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

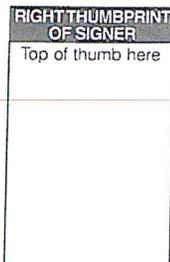
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

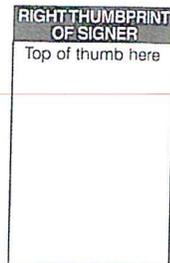
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CITY OF MENIFEE

SUBJECT: Accept 10% Bond for Maintenance of Required Public Improvements Associated with Tract Map 28859-2; Ridgemore Investment, LLC

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Andy Powell, Associate Engineer

REVIEWED BY: Jonathan G. Smith, Public Works Director/City Engineer 
Yolanda Macalalad, Principal Engineer

APPROVED BY: Jeff B. Wyman, Acting City Manager 

RECOMMENDED ACTION

Accept the 10% bond to guarantee one year maintenance of the road/drainage improvements completed for Tract Map 28852-2.

DISCUSSION

Tract Map 28859-2 is a subdivision of 6.40 gross acres into Twenty Two (22) lots for residential use. The site is located on Galaxy Way & Argo Drive on the east side of Evans Road, as shown on the attached Exhibit "A". To comply with the project's conditions of approval, Ridgemore Investment, LLC entered into bond agreements with the City of Menifee on October 21, 2015. The bond agreements were to guarantee completion of the required improvements within 24 months or two years from Council approval date.

Ridgemore Investment, LLC has now completed the required improvements to City standards and specifications and is requesting reduction of the required bond to 10% of the original bond amount. The reduced bond will serve as the 10% maintenance bond guarantees that the developer will maintain the required improvements on this project for one year from this Council approval date. Staff reviewed the 10% bond endorsement and is recommending approval and acceptance. The 10% bond is an endorsement on the original bond agreement for summarized below:

A. TR 28859-2 Improvement Bond:

Improvement	Security	Faithful Performance	Labor & Materials
Road & Drainage	PB02497500313	\$ 96,000	\$ 48,000
TOTAL		\$ 96,000	\$ 48,000

- B. The 10% maintenance bond is attached to and form a part of the above Faithful Performance & Material and Labor Bond, and amounts to the following: 10% Maintenance Endorsement Bond:

Improvement	Security	Faithful Performance	Labor & Materials
Road & Drainage	PB02497500313	\$ 9,600	N/A

FISCAL IMPACT

DE SA 3/4

The 22 single-family residential units created by this development has paid its share of impact to City infrastructures and services through payment of development impact fees, TUMF, RBBB and special districts taxes and assessments. The additional units to the City's housing population will contribute to the City's economic growth through generated tax revenues from sales and property taxes.

The developer paid the necessary fees and deposits to prepare the recommended agreement and 10% maintenance bond endorsement.

ATTACHMENTS

1. Exhibit "A" – Location Map
2. 10% Maintenance Bond Endorsement for Road/Drainage Improvements for TR 28859-2
3. Existing City Agreement, Faithful Performance Bond and Material and Labor Bond for TR 28859-2

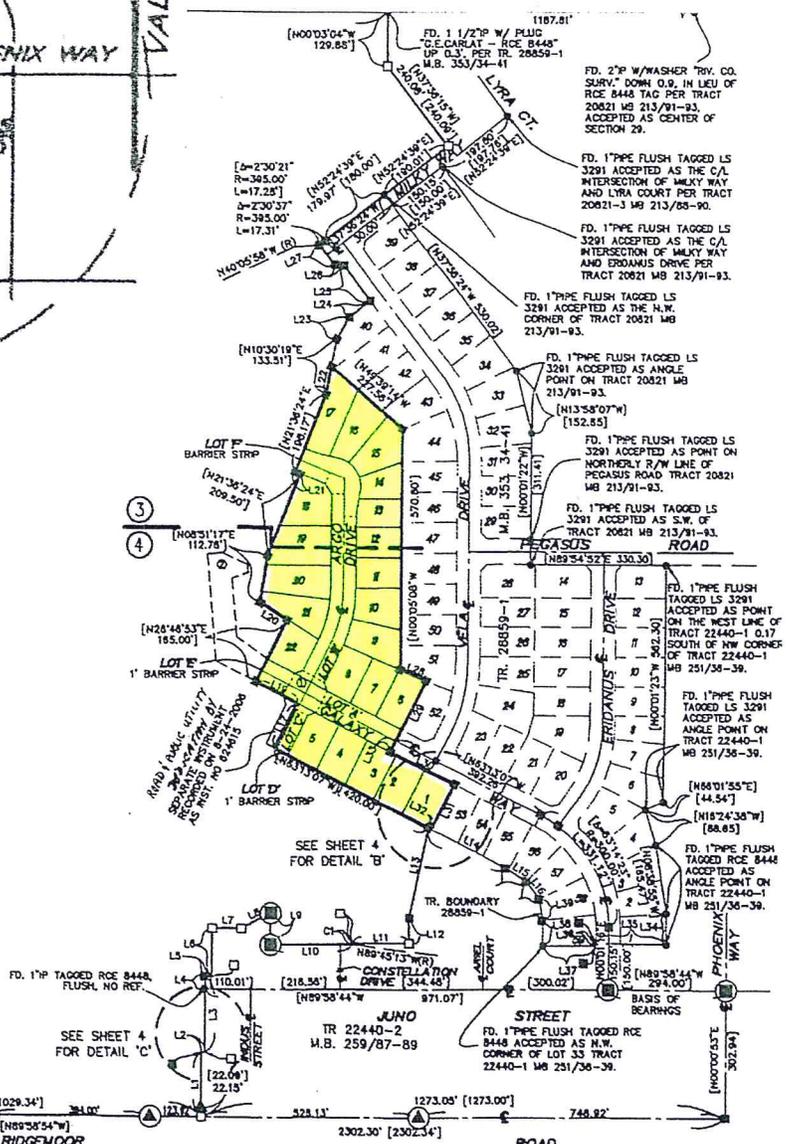
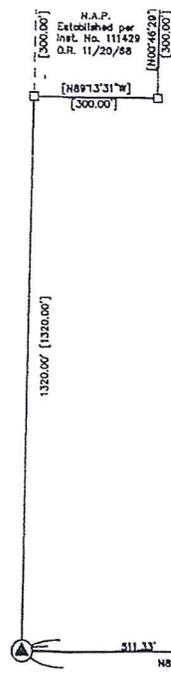
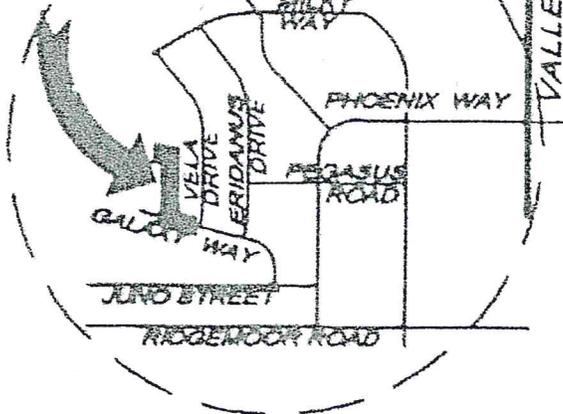
TRACT NO. 28859-2

BEING A SUBDIVISION OF A PORTION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO

EXHIBIT A



PROJECT
LOCATION





Bond Number : **PB 02497500313**

ENDORSEMENT

To be attached to and form a part of **Faithful Performance & Material and Labor** Bond, issued by the undersigned company, as Surety on behalf of **Ridgemoor Investment, LLC** as Principal, in favor of **City of Menifee** as Obligee,

Effective **January 7, 2017**, the Principal and the Surety hereby agree to amend the attached bond as follows:

The Bond Amount is Decreased to the 10% Maintenance: \$9,600.00
(Nine Thousand Six Hundred & N0/100ths)

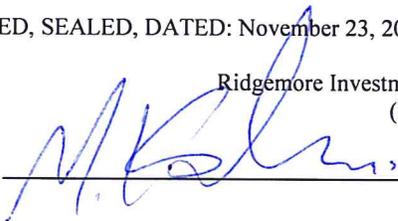
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: November 23, 2016

Ridgemoor Investment, LLC
(Principal)

By:  _____

Philadelphia Indemnity Insurance Companies
(Surety)

By:  _____
Shane Wolf, Attorney In Fact

City of Menifee
(Obligee)

By: _____

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

Philadelphia Insurance Companies, 251 S. Lake Avenue, Suite 360 Pasadena CA 91101
PHONE (626) 639-1326

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On November 23, 2016 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PB02497500313, Ridgemore, Menifee City
(Title or description of attached document)

Philadelphia Indemnity Insurance Co
(Title or description of attached document continued)

Number of Pages 1 Document Date 11/23/16

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
- (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Todd M. Rohm, Shane Wolf, Cheryl L. Thomas and Beata A. Sensi of Rohm Insurance Agency**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of November, 2016.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGREEMENT

FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This Agreement for Construction of Road and Drainage Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Ridgmore Investments, LLC, a Limited Liability Company, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as TR 28859-2, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the City Engineer, a copy of which are on file in the office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 460 and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Ninety Six Thousand and no/100, Dollars, \$ 96,000.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any

acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

FIFTH: The Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 as amended to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said

bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement.

The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

Developer

City of Menifee
29714 Haun Road
Menifee, CA 92586

Ridgemore Investments, LLC
26040 Acero
Mission Viejo, CA 92691

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: 11-17, 2015

By: Ridgemore Investments, LLC
26040 Acero
Mission Viejo, CA 92691



Mohammad Kashani

Dated: _____, 2015

CITY OF MENIFEE

By: _____
Jonathan G. Smith, Public Works Director/
City Engineer

CITY OF MENIFEE

By _____
Scott Mann, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah Manwaring, City Clerk

By: _____
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

see attached

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 }

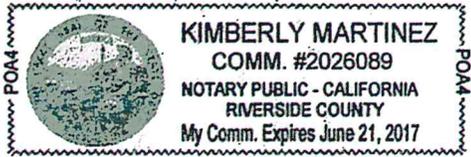
On 11/17/2015 before me, Kimberly Martinez, Notary Public
(Here insert name and title of the officer)

personally appeared Mohammad Kashani,
 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/hers/their authorized capacity(ies), and that by his/hers/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.

Kimberly Martinez
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.



FAITHFUL PERFORMANCE BOND
 CITY OF MENIFEE, STATE OF CALIFORNIA
 (Government Code Section 66499.1)

FOR: Streets and Drainage	\$ <u>96,000.00</u>	Tract Map	<u>28859-2</u>
Water System	\$ _____	Bond No.	<u>PB02497500313</u>
Sewer System	\$ _____	Premium	<u>\$ 1,920.00/2 Yrs.</u>

Surety <u>Philadelphia Indemnity Insurance Company</u>	Principal <u>Ridgemore Investment, LLC</u>
Address <u>251 S. Lake Ave., Suite 360</u>	Address <u>26040 Acero</u>
City/State <u>Pasadena, CA</u>	City/State <u>Mission Viejo, CA</u>
Zip code <u>91101</u>	Zip <u>92691</u>
Phone <u>(626) 639-1321</u>	Phone <u>(949) 614-1422</u>

WHEREAS, the City of Menifee, State of California, and Ridgemore Investment, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR 28859-2, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Ninety Six Thousand and no/100**, Dollars, **\$ 96,000.00** lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

9/8/15

FAITHFUL PERFORMANCE BOND



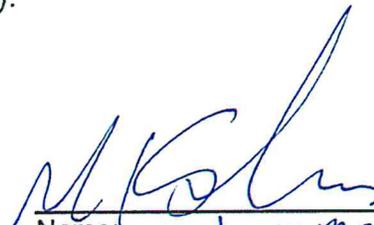
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 6th, 2015.

NAME OF PRINCIPAL: Ridgmore Investment, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: mohamgnad Kasharni
Title: President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Philadelphia Indemnity Insurance Company

AUTHORIZED SIGNATURE: 
Its Attorney-in-Fact Shane Wolf Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

9/8/15

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On November 6, 2015 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Mohammad Kashani
 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.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond
(Title or description of attached document)

Ridgmore Investment, LLC
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/6/15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On November 6, 2015 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Shane Wolf
 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.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497500313
(Title or description of attached document)

Philadelphia Indemnity Insurance Co.
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/6/15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: TODD M. ROHM, SHANE WOLF, CHERYL L. THOMAS AND BEATA A. SENSI OF ROHM INSURANCE AGENCY

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00 This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

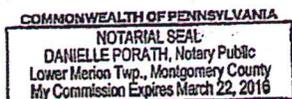
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:
residing at: Bala Cynwyd, PA
My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of NOV 6 2015, 20____.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



MATERIAL AND LABOR BOND
 CITY OF MENIFEE, STATE OF CALIFORNIA
 (Government Code Section 66499.1)

FOR: Streets and Drainage \$ 48,000.00
 Water System \$ _____
 Sewer System \$ _____

Tract Map 28859-2
 Bond No. PB02497500313
 Premium \$ Included in Performance Bond

Surety Philadelphia Indemnity Insurance Company
 Address 251 S. Lake Ave., Suite 360
 City/State Pasadena, CA
 Zip 91101
 Phone (626) 639-1321

Principal Ridgemore Investment, LLC
 Address 26040 Acero
 City/State Mission Viejo, CA
 Zip 92691
 Phone (949) 614-1422

WHEREAS, the City of Menifee, State of California, and Ridgemore Investment, LLC, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR 28859-2, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Menifee and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of **Forty Eight Thousand and no/100, Dollars, \$ 48,000.00** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

9/8/15

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 6th, 2015.

NAME OF PRINCIPAL: Ridgemoor Investment, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: Mohammad Kashani
Title: President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Philadelphia Indemnity Insurance Company

AUTHORIZED SIGNATURE: 
Its Attorney-in-Fact Shane Wolf Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On November 6, 2015 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Mohammad Kashani
 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.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond
(Title or description of attached document)

Ridgemoor Investment, LLC
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/6/15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they-~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On November 6, 2015 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Shane Wolf
 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.

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WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497500313
(Title or description of attached document)

Philadelphia Indemnity Insurance Co.
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/6/15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
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Power of Attorney

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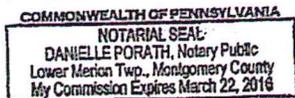
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(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

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Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this NOV 6 2015 day of NOV 6 2015, 2015.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF MENIFEE

SUBJECT: Senior Advisory Committee Appointments

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Robert Lennox, Community Services Director 

APPROVED BY: Jeff B. Wyman, Acting City Manager 

RECOMMENDED ACTION

Appoint two new members to the Senior Advisory Committee pursuant to Resolution No. 16-578.

DISCUSSION

On April 2, 2014, City Council adopted Resolution No. 14-362 establishing the Senior Advisory Committee (SAC). The purpose of SAC is to promote public service and community involvement, with, for and by seniors, review proposals for programs, projects and facilities as they pertain to seniors; promote senior involvement in community events, programs or volunteer projects; and act in an advisory capacity to the City Council in all other policy matters pertaining to seniors.

On December 7, 2016, the City Council adopted Resolution No. 16-578 adjusting membership and appointment to SAC:

“...Senior Advisory Committee consisting of up to seven (7) members is hereby established. Five members appointed by Mayor and each Council Member from their respective districts, and two at-large members appointed by the Mayor and City Council...

...membership on the Senior Advisory Committee shall occur through appointment by the Mayor and Council with the benefit of recommendations made through City staff liaisons. Each City Council member in his/her sole discretion shall appoint one Committee Member in their respective district. Each City Council member may determine whether or not to utilize the application process in making such appointment. At the time of his or her appointment, and during his or her tenure of office, each committee member shall be 55 years of age or older, shall reside within the City of Menifee and in the district of the council member that has appointed them.”

Pursuant to the Maddy Act, staff posted the Committee vacancies for Districts 3 and 4 at City Hall, in news media, social media, and on the City website on December 12, 2016. Applications were accepted through January 2, 2017.

The following candidates residing in the eligible districts submitted applications:

District 3

Darrell Thompson
Helen Alexander
John Hartung
Resa Rosenstein

District 4

Anne-Marie J. Novack
Jennifer Heimbold

FISCAL IMPACT

RF for BF

None

ATTACHMENTS

1. Committee Applications available in the City Clerk's Office

CITY OF MENIFEE

SUBJECT: Skate Park Supervision/Park Ranger Program

MEETING DATE: February 1, 2017

TO: Mayor and City Council

PREPARED BY: Robert Lennox, Community Services Director 

APPROVED BY: Jeff Wyman, Acting City Manager 

RECOMMENDED ACTION

1. Approve a new Park Ranger classification and authorize staff to recruit two full time Park Rangers to conduct routine monitoring, supervision, and enforcement of all City Parks and facilities; and
2. Authorize new appropriations from the General Fund reserve balance to account number 100-4660-(50100-50400) in the amount of \$58,985 for fiscal year 2016-17 to fund the proposed Park Ranger program; and/or
3. Approve and authorize the Acting/Interim City Manager to execute a Professional Services Agreement with the Action Park Alliance, Inc., for the supervision and management of the Audie Murphy Ranch Skate Park, in amounts not to exceed \$92,750 for the remainder of fiscal year 2016-17 (5 months); \$221,450 for fiscal year 2017-18 (12 months); \$228,093.50 and \$234,936.31 respectively for two optional additional fiscal years 2018-19/2019-20 (24 months); and
4. Authorize new appropriations from the General Fund reserve balance to account number 100-4660-52800 in the amount of \$92,750 for fiscal year 2016-17 for the supervision and management of the Audie Murphy Ranch Skate Park; and
5. Authorize new appropriations from the AMR CFD 2012-1 fund reserve balance to account number 490-4557-52800 in the amount of \$100,000 for fiscal year 2016-17 to fund the purchase, engineering, and installation of a Skate Park attendant building.

DISCUSSION

During the November 16, 2016 meeting of the City Council, staff was directed to immediately close the Audie Murphy Ranch Skate Park to allow for remedial capital improvements to be completed and to conduct additional research regarding better security at the facility. Specifically, the City Council authorized staff to complete fence and gate installations to limit pedestrian access from the adjacent residential areas, and publish a Request for Proposals for the management and supervision of the skate park by a contractor.

On December 19th staff issued an RFP for Skate Park management. A pre-proposal meeting was held on December 22, 2016. The deadline for bid submittals was January 3, 2017. The bid results were shared with the Parks, Recreation and Trails Commission

(PRTC) on January 5, 2017, during the Commission's regular meeting; for review and recommendation to City Council. The bid specifications called for consultants to provide contract pricing in the following task areas:

- TASK 1: Transitional Skate Park Management (February 1, 2017 - March 31, 2017)
- TASK 2: Prorated 2017 Skate Park Management (April 1, 2017 to June 30, 2017)
- TASK 3: 2018 Annual Skate Park Management (July 1, 2017 to June 30, 2018)
- TASK 4: 2019 Annual Skate Park Management (July 1, 2018 to June 30, 2019)
- TASK 5: 2020 Annual Skate Park Management (July 1, 2019 to June 30, 2020)
- TASK 6: Revenues and Additional Work/Services

The contract terms allow for a transitional scope of work for supervision of the skate park from a vendor provided EZ-up. During this two month period, staff will complete the installation of a 300 square foot attendant building to be used by the vendor; pending approval by City Council. The prorated 2017 scope of work includes supervision by the vendor from the City provided attendant building. The subsequent annual services include supervision by the vendor out of the City provided attendant building. Acquisition of the prefabricated attendant building will occur after City Council approval of the expenditure and associated engineering services as an optional action item recommended in this staff report. Staff anticipates the total cost of engineering, acquisition and installation will not exceed \$100,000 and can be completed by the end of March. Lastly, the contract scope of work requires the vendor to provide a revenue share for all user fees and sales profits collected at the facility. The City portion of these proceeds are intended to offset the annual contract costs as presented by staff in this item's oral report. The contract term was tentatively scheduled for February 1st, however the January 18th meeting of the City Council was canceled after bid results were received. The anticipated reopening date for the facility is contingent upon City Council's action and direction from this staff report.

Action Park Alliance, Inc. was the sole bidder for this RFP with a total bid amount of \$777,229.81 for all tasks in the scope of work. The bid reflects a nominal revenue share to the City of 5% for all proceeds collected from skate park operations and sales.

As discussed with City Council in November, the opportunity to not supervise the Skate Park is still an option for consideration, contingent upon additional program oversight through a proposed Park Ranger program. Staff has surveyed cities in the region and determined that a Park Ranger program can be implemented as a stand-alone enforcement and interpretive program or as a supplement to the proposed Skate Park supervision contract. In either scenario, staff recommends the creation of a new Park Ranger classification to conduct routine monitoring, supervision, and enforcement of all City Parks and facilities. If the Skate Park remains unsupervised, the Park Ranger would conduct periodic audits of skate park users to enforce park rules and issue citations, if needed. If the Skate Park becomes supervised by a contractor as proposed above, the Park Ranger would provide enforcement support to the vendor in addition to other park auditing duties throughout the City. The Park Ranger will also be tasked with coordinating interpretive programs, adopt-a-park/adopt-a-trail programs, and special event support as needed. Similar to neighboring cities, the Ranger will provide monitoring and basic maintenance and clean up services at parks during non-business hours; and on weekends. To provide sufficient coverage during these times, staff recommends the recruitment of two full time Park Rangers with base salary range of \$48,091-\$58,709 annually (excluding benefits). This salary range is comparable to similar positions in neighboring agencies as shown below:

Agency	Position	Min	Max
Murrieta	Park Ranger	\$47,076	\$57,221
Temecula	Park Ranger	\$49,248	\$63,048
<i>Menifee (proposed)</i>	<i>Park Ranger</i>	<i>\$48,091</i>	<i>\$58,709</i>
Moreno Valley	Park Ranger	\$44,039	\$62,004
Riverside	Park Ranger	\$46,344	\$56,352

Staff has compiled draft budgets for the Park Ranger program for the remainder of the 2016-17 fiscal year and for the full 2017-18 fiscal year of program operation (attached):

Expense	FY16-17 (4 months)	FY17-18 (12 months)
Personnel	\$52,385	\$157,156
Non-Personnel	\$6,600	\$14,400
Total	\$58,985	\$171,556

The PRTC reviewed and considered the proposed supervision contract during their regular meeting on January 5, 2017. Commissioners unanimously recommended that City Council not authorize the execution of a contract for supervision of the Skate Park, and instead pursue the Park Ranger program as proposed by staff. Given the cost associated with the supervision contract and the potential increasing need to monitor all parks citywide, staff concurs with the PRTC recommendation.

FISCAL IMPACT

The program and capital expenditures related to the Skate Park supervision and Park Ranger personnel are not approved and adopted fiscal year 2016-17 budget items. As such, staff is requesting new appropriations from the General Fund (100) and the AMR CFD 2012-1 Fund (490) reserve balances to accommodate the expenditures as follows:

Expense	Fund	FY16/17	FY17/18	FY18/19	FY19/20
Supervision Contract	100	\$92,750	\$221,450	\$228,094	\$234,936
Attendant Building	490	\$100,000	-	-	-
Park Ranger Program	100	\$58,985	\$171,556	\$171,556	\$171,556
Total		\$251,735	\$393,006	\$399,650	\$406,492

ATTACHMENTS

1. Professional Services Agreement, Action Park Alliance, Inc.
2. RFP Scope of Work
3. Exhibit A
4. Draft Park Ranger Classification/Job Description
5. Draft Park Ranger Program Budget (FY16/17, 4 month)
6. Draft Park Ranger Program Budget (FY17/18, 12 month)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services (“Agreement”) is made this 1st day of February 2017 (“Effective Date”) by and between the (“City”) and Action Park Alliance Inc., (“Consultant”) (together sometimes referred to the “Parties”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as **Exhibit A**, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail. The terms and conditions of this Agreement shall apply to all subcontractors and sub-consultants.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on the date of completion specified in Exhibit A. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to Agreement. In the event that City believes that one or more personnel of Consultant is not performing his or her duties to the standard of services set forth in the Agreement, City shall notify Contractor. Contractor, in its discretion, shall make a reasonable effort to reassign such personnel in the event that it does not dispute City’s determination. Contractor retains the right to control its employees without interference from the City.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.
- 1.5 Authorization to Perform Services.** The Consultant is not authorized to begin to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$777,229.81, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement,

including but not limited to any and all costs of subcontractors or sub-consultants. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The scope of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder necessary to complete the work described in Exhibit A;
- Receipts for expenses to be reimbursed;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.5 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of the contract.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination.

Section 3. FACILITIES AND EQUIPMENT. Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. Except as otherwise provided in Exhibit A, in no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's compensation. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

X **4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, \$1,000,000 Disease per employee, \$1,000,000 Disease per policy.

X **4.2 Commercial General and Automobile Liability Insurance.**

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or

the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. Automobile Liability Insurance shall be a minimum of \$1,000,000 combined single limit.

If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent editions) covering Commercial. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) to include Any Auto, or Owned, Hired or Non Owned Auto. The policy shall cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

X **4.3 Fidelity Coverage.**

4.3.1 General requirements. The Consultant shall maintain Fidelity Coverage with minimum limits of \$1,000,000 per occurrence to include comprehensive employee dishonesty, disappearance, theft and forgery or alteration coverage in a form acceptable to the City. Such insurance shall not have a deductible greater than \$5,000 and shall name the City of Menifee as loss payee.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 4.4.3 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense.
- 4.4.4 Additional insured; primary insurance.** City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Waiver of Subrogation.** The General Liability and Workers' Compensation policies shall be endorsed to waive the Consultant's and their insurers' right to subrogate against the City and its officers, employees, agents and authorized volunteers.
- 4.4.6 Deductibles and Self-insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase

such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.7 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.8 Variation. Contract Administrator may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION

Consultant shall indemnify, defend with competent counsel acceptable to Consultant's carrier and selected by the City and hold harmless the City and its officials, officers, employees, agents and authorized volunteers from and against any and all losses, liability, claims, suits, actions, damages and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, or any violation of any federal, state or municipal law, regulation or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents or authorized volunteers and (2) the actions of Consultant or its employees, subcontractors or agents

have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term or this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City and/or Consultant may cancel this Agreement upon 60 days' written notice to the collective Parties and shall include in such notice the reasons for cancellation.

In the event of termination at the request of and noticing by the City, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, the Parties shall agree to a new price for any extension beyond six months or more than one extension that cumulatively equals six months. In the event of an extension of six months or less, the contract price shall remain the same so long as the scope of work remains the same.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** Consultant concepts, event plans, event artwork (including but not limited to flyers, graphics, website, social media posts, domain names, web content, videos, etc.), skate park management processes, procedures, employee procedures, employee manuals all remain proprietary property of the Consultant. Participant/Customer data and usage records, files, revenue records or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver the aforementioned City documents to the City on a monthly basis and upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the 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.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Consultant Representative.** All matters under this Agreement shall be handled for Consultant by Kirsten Dermer.
- 10.7 City Contract Administration.** This Agreement shall be administered by a Dr. Carmen Cave, Community Development Director, City of Menifee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Mark Laue
6824 S. Centinela Avenue
Los Angeles, CA 90230
(626) 330-5803
(626) 330-5503
mark@actionparkalliance.com

Any written notice to City shall be sent to the Contract Administrator:

Robert Lennox, Community Services Director
City of Menifee
29714 Haun Rd.
Menifee, CA 92586
(951) 672-6777

(951) 679-3843 fax

10.9 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The authorized Parties have executed this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Jeff Wyman, Acting City Manager



Mark Laue, Action Park Alliance, Inc.
Kirsten Dermer, CEO

Attest:

Sarah Manwaring, City Clerk

Approved as to Form:

Jeffery T. Melching, City Attorney

Attachment D

QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

PROJECT NAME	CLIENT	DESCRIPTION OF WORK	TOTAL PROJECT COST	PERCENTAGE OF WORK	PERIOD OF WORK	CLIENT CONTACT INFO
Alliance Skatepark of Grand Prairie	City of Grand Prairie, TX	Professional skatepark management, pro shop operation, production of multiple events each year		100%	2006 - present; ongoing contract	Rick Herold City of Grand Prairie, TX 400 College Street Grand Prairie, TX 75050 rherold@gotx.org 972-237-8375
Did we meet the project schedule?		YES				
Statement of adherence to schedule and budget:						
Action Park Alliance successfully completed the project within budget and schedule.						
Alliance Skatepark of Fontana (North and South)	City of Fontana, CA	Professional skatepark management of 2 skateparks, pro shop operation, production of multiple events each year	\$360,000 per year	100%	2008 - present; ongoing contract	Geneo Farrar City of Fontana, CA 15556 Summit Avenue Fontana, CA 92336 gfarrar@fontana.org 909-349-6912
Did we meet the project schedule?		YES				
Statement of adherence to schedule and budget:						
Action Park Alliance successfully completed the project within budget and schedule.						
Alliance Skatepark of Palm Springs	City of Palm Springs	Professional skatepark management, pro shop operation, production of multiple events each year	\$160,000 per year	100%	2013 - present; ongoing contract	Vicki Oltean City of Palm Springs, CA 3200 E. Tahquitz Canyon Wy Palm Springs, CA 92262 Vicki.oltean@palm Springs-ca.gov 760-218-4068
Did we meet the project schedule?		YES				
Statement of adherence to schedule and budget:						
Action Park Alliance successfully completed the project within budget and schedule.						

**Attachment E OPTION 2: HIGHER MANAGEMENT FEE; REVENUE SHARING
WITH CITY.
SAMPLE COST PROPOSAL FORMAT**

(Please provide a submittal in this format – content should match cost for scope of services required)

Scope	Labor/Service Categories	Est.	Hourly	Extended
Task 1: Transitional Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 1	Lump Sum - Skatepark Management for 2 months		\$	\$ 39,000.00
Task 2: Prorated 2017 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 2	Lump Sum - Skatepark Management for 3 months		\$	\$ 53,750.00
Task 3: 2018 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 3	Lump Sum - Skatepark Management for 2018		\$	\$ 221,450.00
Task 4: 2019 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 4	Lump Sum - Skatepark Management for 2019		\$	\$ 228,093.50
Task 5: 2020 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 5	Lump Sum - Skatepark Management for 2020		\$	\$ 234,936.31
TOTAL NOT TO EXCEED (TASKS 1 – 5)	Lump Sum		\$	\$ 777,229.81

We have included a 3% annual fee increase due to statewide planned wage increases and inflation.

OPTION 2: HIGHER MANAGEMENT FEE; REVENUE SHARING WITH CITY

Attachment E (cont.)

SAMPLE COST PROPOSAL FORMAT

Task 6: Revenue Share

Fees and Sales

Item	Fee/Rate/Unit Price	City %	Vendor %
Pro-Shop Sales (optional)			
<i>Equipment Rentals</i>			
Helmet	\$ 2 /Day \$ N/A /Hour	5	95
Elbow Pads	\$ 2 /Day \$ N/A /Hour	5	95
Knee Pads	\$ 2 /Day \$ N/A /Hour	5	95
Skate Board	\$ N/A /Day \$ N/A /Hour	5	95
Scooter	\$ N/A /Day \$ N/A /Hour	5	95
<i>Concessions</i>			
Food/Snack	\$ 1-3, depending upon product	5	95
Beverage	\$ 1-3, depending upon product	5	95
<i>Merchandise</i>			
Wheels	\$ 20-30, depending on brand	5	95
Trucks	\$ 20-30, depending on brand	5	95
Helmet	\$ 20-40, depending on brand	5	95
Clothing	\$ 18-80, depending on product	5	95
User Fees (required)			
<i>Drop-in/Membership</i>			
Day (Resident)	\$ 1	5	95
Day (Non-Resident)	\$ 2	5	95
Month (Resident)	\$ 7	5	95
Month (Non-Resident)	\$ 10	5	95
Year (Resident)	\$ 30	5	95
Year (Non-Resident)	\$ 40	5	95
<i>Facility Rental</i>			
Private Party/Picnic (Resident)	\$ 100 /Hour	5	95
Private Party/Picnic (Non-Resident)	\$ 150 /Hour	5	95
<i>Events and Activities</i>			
Skate Lesson (Resident)	\$ 25 /Person	5	95
Skate Lesson (Non-Resident)	\$ 35 /Person	5	95
Skate Camp (Resident)	\$ 150 /Person	5	95
Skate Camp (Non-Resident)	\$ 180 /Person	5	95
Skate Contest (Resident)	\$ 8 /Person	5	95
Skate Contest (Non-Resident)	\$ 10 /Person	5	95

Attachment E (cont.)

SAMPLE COST PROPOSAL FORMAT

Task 6: Additional Work/Services

ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE
1.	Per Hour	Skate Park Attendant	To-be-determined depending on scope \$
2.	Per Hour	Skate Instructor	To-be-determined depending on scope \$
3.	Per Hour	Cost of labor to repair skate obstacle (including minor concrete patch work)	To-be-determined depending on scope \$
4.	SQ. FT.	Graffiti Abatement	To-be-determined depending on scope \$
5.	Per Hour.	Cost of labor to repair perimeter fence/gate	To-be-determined depending on scope \$
6.	EA.		\$
7.	EA.		\$
8.	EA.		\$
9.	EA.		\$
10.	EA.		\$

Attachment F

INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF MENIFEE (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$2,000,000	\$2,000,000
		PROPERTY DAMAGE	\$2,000,000	\$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
YES	FIDELITY COVERAGE	BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF MENIFEE IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

IV. INSURANCE COVERAGE MUST INCLUDE:

- D. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- E. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

- F. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

D. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

E. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

F. NOTICE OF CANCELLATION

- 3. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
- 4. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**DEPARTMENT OF FINANCE
CITY OF MENIFEE
29714 HAUN RAOD
MENIFEE, CA 92586**

Attachment G
AUDIE MURPHY RANCH SPORTS PARK MAP



Attachment I
CITY CAPITAL IMPROVEMENT PLAN



300sqft Attendant Building/Pro Shop

Restroom Building

Fence

Sewer

IR Security Lights

Loud Speaker

**City of Menifee
Skate Park Management
Request for Proposals
Scope of Work**

PROJECT DISCRIPTION

The City of Menifee is requesting proposals to hire a consultant to manage and supervise the Audie Murphy Ranch Skate Park. The City seeks a consultant who is experienced in operation and supervision of public skate facilities.

The City of Menifee has (30) parks comprised of nearly 200 acres and (2) open space preserves, along with a network of trails and recreational facilities. The goal of this proposal is to solicit qualified consultants to provide management and supervision services on behalf of the City. The selected consultant will work closely with City staff to ensure the safety of skate park patrons during their use of the facility. In November 2016, the City Council fielded complaints from residents concerned about the safety and security of the park both during and after operating hours. The skate park is currently an unsupervised facility governed by Menifee Municipal Code 13.01.090-100 (Ord. No. 2014-146). Use rules and regulation signs are prominently posted at the facility and all amenities and structures are kept in safe working condition. On November 16, 2016, City Council directed staff to close the skate park until remedial capital improvements could be completed and until a supervision strategy is selected (approximately 60 days).

OBJECTIVES

The Community Services Department submits the following specifications for Skate Park Management for a 17-month period (February 2017-June 2018) with an option for renewal for two additional one year periods (2019 and 2020) at the City's sole discretion. **The awarded bid must remain unaltered during the bid renewal process.**

The current skate park facility (Exhibit H) at Audie Murphy Ranch Sports Park offers 14,200 sq ft of lit skating surface with several street elements, a 4'/5' bowl, a 3' bowl, bank ramps, triangle banks, bank gaps, fun box, and various grind rails. The city is proposing to install a 300 sq ft prefabricated attendant building positioned at the entry point of the fenced skate area as well as a 100 sq ft prefabricated restroom building 75 feet south of the skate area gate access; detached from the attendant building (Exhibit I). The attendant building is to be used for gate fee collections, membership sales, and patron access to the facility. Additionally, the consultant may optionally use the building to facilitate the sale and rental of safety equipment and skate/bike/scooter merchandise.

The City of Menifee will provide electricity service at the attendant building for exclusive use by the consultant. The consultant will be required to supply technology and software necessary to

maintain participant data base that will track daily users, registration, camps, lessons and special events.

SCOPE OF WORK

The City is seeking a qualified consultant who can provide the following services:

- A. Manage, promote, supervise, and operate the Skate Park located at Audie Murphy Ranch Sports Park (30376 Lone Pine Drive, Menifee, CA 92586) (Exhibit G) out of a 300 sq ft City supplied attendant building. Services should include, but not be limited to:

- 1. Professional supervision of the skate area during City prescribed hours of operation:

Day	Use	Operating Hours	
		Summer (14 wks)	Fall-Spring (38 wks)
Sunday	Skate/Scooter	11AM-9PM	2PM-8PM
Monday	Bike	11AM-9PM	2PM-8PM
Tuesday	Skate/Scooter	11AM-9PM	2PM-8PM
Wednesday	Bike	11AM-9PM	2PM-8PM
Thursday	Skate/Scooter	11AM-9PM	2PM-8PM
Friday	Skate/Scooter	11AM-9PM	2PM-9PM
Saturday	Skate/Scooter	11AM-9PM	11AM-9PM

*note: alternative schedules/hours are negotiable if proposed

- Skate Park will be closed during select City observed holidays (excluding City preapproved special events):
 - New Year’s Day
 - Martin Luther King Day
 - President’s Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Christmas Day
- Park is to be staffed with a minimum of two trained staff members over the age of eighteen during all hours of operation.
- Two qualified staff members to be present inside the skating surface/facility during the most popular skating times when there are more than 60 participants in the skating area.
- All staff must be CPR and First Aid certified.
- All staff must wear identifying uniform issued by consultant (approved by the City) while on duty. Uniform must be of an appropriate sizing that fits staff properly. Hats must be worn correctly. Please limit ear piercing and all neck jewelry must be removed or under the shirt. No visible tattoos or facial piercing.
- 2. Monitor and staff entry gate.
 - Provide staff member to check in and out all park users. Each park user will

- be required to submit a signed release of liability form.
 - Supervise park users and enforce safety equipment requirement and park use ordinance per City of Menifee Municipal Code 13.01.
3. Maintain a participant database.
 - Track park usage via registration and membership/POS software.
 - Maintain digital and hard copy record of participant release of liability waivers
 - Provide a monthly participation and revenue report to City staff. Provide patron use history and contact information to City staff upon request, as needed.
 4. Provide safety gear rental equipment.
 5. Promote, facilitate and conduct the following activities in the skate park:
 - Camps—minimum of three 5-day camps per year.
 - Lessons—maximum of two sessions/classes per week. Unauthorized instruction and lessons are strictly prohibited (free and/or fee based).
 - Special Events (including contests)—minimum of 4 per year
 6. Provide cosmetic repairs, cleaning and regular/routine upkeep of facility (including minor graffiti, sticker removal, and trash and debris removal).
 7. *OPTIONAL* - Operate and staff a “pro shop” within City provided attendant building structure. Provide all materials and equipment necessary for operation, food and beverage, first aid, minor equipment repairs, maintain inventory of equipment and merchandise.
- B. Consultant must have at least three (3) years experience operating a municipal/public skate park facility, and at least two (2) municipal/public skate park facilities currently under contract for operations and management.
 - C. Consultant shall obtain and shall continue to maintain in full force an effect during the term of this contract a general liability insurance, auto insurance, and fidelity coverage policies naming the City of Menifee as additionally insured as outlined (terms and limits) in Attachment F of this RFP.

TASK 1: Transitional Skate Park Management

From February 1, 2017 to March 31, 2017, there is a potential that the City’s capital improvements may not be complete in time to accommodate the consultants full operations within the planned attendant building. The City anticipates that the building will be installed and operational by April 1, 2017. As such, the City is requesting supervision and monitoring of the skate park from a consultant provided canopy/satellite operation for the period of two (2) months (February 1, 2017 to March 31, 2017), while the attendant building is being constructed/installed.

Meetings to Include:

- Monthly meeting with City staff to review participation statistics, maintenance needs, marketing plans, and event planning.

Deliverables

- Consultant Work/Staffing Schedule
- Monthly Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)
- Monthly revenue remittance (City share)

TASK 2: Prorated 2017 Skate Park Management

After April 1, 2017, the City’s capital improvements should be completely installed with the attendant building available for use by the consultant. June 30, 2017 marks the end of the City’s fiscal year and the close of the annual expenditure cycle. As such, the City is requesting supervision and monitoring of the skate park from the City provided attendant building, for the period of three (3) months (April 1, 2017 to June 30, 2017). The City’s next fiscal year commences on July 1, 2017.

Meetings to Include:

- Monthly meeting with City staff to review participation statistics, maintenance needs, marketing plans, and event planning.

Deliverables

- Consultant Work/Staffing Schedule
- Monthly Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)
- Monthly revenue remittance (City share)

TASK 3: 2018 Annual Skate Park Management

The City’s annual expenditure cycle is from July 1 through June 30. The City is requesting supervision and monitoring of the skate park from the City provided attendant building, for the period of twelve (12) months (July 1, 2017 to June 30, 2018).

Meetings to Include:

- Monthly meeting with City staff to review participation statistics, maintenance needs, marketing plans, and event planning.
- Biannual progress report and presentation to the City’s Parks, Recreation and Trails Commission (1st Thursday in December, 1st Thursday in July)
- Annual progress report and presentation to City Council (1st Wednesday in July)

Deliverables

- Consultant Work/Staffing Schedule
- Monthly Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)
- Monthly revenue remittance (City share)
- Annual Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)

TASK 4: 2019 Annual Skate Park Management

The proposed service contract provides an option for two (2) single-year renewals/extensions for an additional twelve months of skate park management services. The City is requesting supervision and monitoring of the skate park from the City provided attendant building, for the 1st optional renewal period of twelve (12) months (July 1, 2018 to June 30, 2019).

Meetings to Include:

- Monthly meeting with City staff to review participation statistics, maintenance needs, marketing plans, and event planning.
- Biannual progress report and presentation to the City’s Parks, Recreation and Trails Commission (1st Thursday in December, 1st Thursday in July)
- Annual progress report and presentation to City Council (1st Wednesday in July)

Deliverables

- Consultant Work/Staffing Schedule
- Monthly Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)
- Monthly revenue remittance (City share)
- Annual Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)

TASK 5: 2020 Annual Skate Park Management

The proposed service contract provides an option for two (2) single-year renewals/extensions for an additional twelve months of skate park management services. The City is requesting supervision and monitoring of the skate park from the City provided attendant building, for the 2nd optional renewal period of twelve (12) months (July 1, 2019 to June 30, 2020).

Meetings to Include:

- Monthly meeting with City staff to review participation statistics, maintenance needs, marketing plans, and event planning.
- Biannual progress report and presentation to the City’s Parks, Recreation and Trails Commission (1st Thursday in December, 1st Thursday in July)
- Annual progress report and presentation to City Council (1st Wednesday in July)

Deliverables

- Consultant Work/Staffing Schedule
- Monthly Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)
- Monthly revenue remittance (City share)
- Annual Skate Park Activity Report (revenue, participation, maintenance, memberships, enrollments and registrations, events and activities)

TASK 6: Revenues and Additional Work/Services

Fees and Sales

The City will require the offset of contract and operational costs through the sharing of revenue by the consultant with the City for all proceeds collected through the management of the skate

park. General categories of revenue collection shall include equipment rentals, food and drink concessions, merchandise sales, and user fees. Attachment E provides example line items of revenue cost centers that may be charged by the consultant during facility operations. “Pro-Shop Sales” line items are optional and not required for the submission of a bid. However, if a bidder plans to operate a “pro-shop” from the City provided attendant building, then estimated fees, rates, and unit pricing is required in the bid submittal. Additionally, the submittal must propose desired revenue share percentages for all **GROSS** proceeds collected from each product to be sold/rented.

All proposals must include a planned fee schedule as depicted in Exhibit E as “User Fees”. It is the intention of the City to require the consultant to collect fees from skate park patrons for use of the facility. The Task 6 bid schedule provides sample park use categories for drop-in day use, monthly and yearly memberships, and miscellaneous registration and enrollment fees for classes, camps and contest entry fees. The consultant’s submittal must propose fees and desired revenue share percentages for all **GROSS** proceeds collected from each use fee and program offering planned in the skate park.

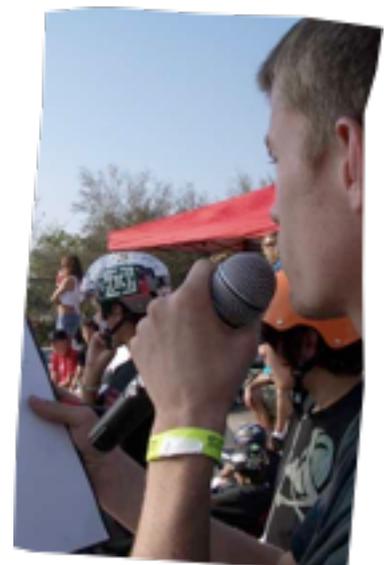
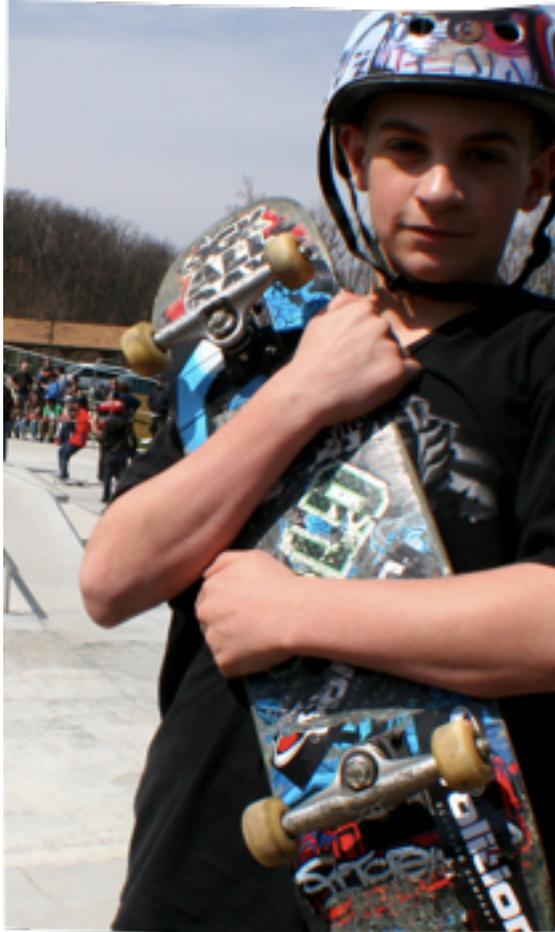
Additional Work/Services

The City will continue to provide maintenance for and cleaning of the skate park facility while the consultant supervises usage on a daily basis. Although it is not anticipated, there may be times when additional unexpected services are needed to fulfill City requests or complete immediate maintenance tasks before City staff has opportunity to address. The City requests that the Consultant’s proposal provide rates for these types of services that exceed the scope of work/services. Attachment E provides sample additional work items for consideration. Bidders are encouraged to add all potential additional work tasks and rates they may be able to offer, above and beyond the scope of work outlined in the RFP. Additional work rates will not be incorporated into the contract price, but may be utilized if contract change orders are authorized by the City for unanticipated service requests.

Action Park Alliance

PROPOSAL

PROFESSIONAL MANAGEMENT OF MENIFEE, CA SKATEPARK



Enhancing Public Recreational Investments

professional skatepark management, risk management & after-school programming

1/2/17

Attn: Robert Lennox
Community Services Director
City of Menifee
29714 Haun Road
Menifee, CA 92586

Dear Mr. Lennox;

Thank you for the opportunity to submit our proposal for the professional management of Menifee's skatepark.

We have formatted our proposal as required by the RFP document.

Our company qualifications are on the following pages. Please let us know if you have any questions. We look forward to working with you to create a rich program of youth development in your community. Thank you again for the opportunity.

Sincerely,



Kirsten Dermer
CEO, Action Park Alliance, Inc.
6824 S. Centinela Avenue
Los Angeles, CA 90230

Chapter 1: Proposal Summary
Proposal Summary

Action Park Alliance, Inc. is the only company in the United States specializing solely in the professional management of a network of municipal skateparks.

Action Park Alliance is pleased to present Menifee with a proposal to provide full-time high-quality operation and programming services.



We have structured our proposal so that the majority of the operational funding will be provided by Menifee, and minimal fees will be charged to the kids of the community.

Our references are very strong and will provide you with detailed information about our capabilities and the quality of our services.

APA is happy to meet with Menifee to discuss our proposal in detail, and work together to craft a relationship that best meets the needs of the City, the kids in the community, and Action Park Alliance. This includes tailoring fee structures, product offerings, and hours of operation.

We look forward to working with the City of Menifee to make its skatepark the positive community space we know it can be, where the youth can gather and practice their chosen sport.



Contact Information

Mark Laue, Executive Director
Action Park Alliance, Inc.
6824 S. Centinela Avenue
Los Angeles, CA 90230
www.actionparkalliance.com
951-634-6537
mark@actionparkalliance.com

Kirsten Dermer, CEO
Action Park Alliance, Inc.
6824 S. Centinela Avenue
Los Angeles, CA 90230
www.actionparkalliance.com
626-330-5803 x. 203
Kirsten@actionparkalliance.com

Chapter 2: Action Park Alliance, Inc. Firm Profile

The Action Park Alliance, Inc., or APA, is an organization that operates skate parks through public-private partnerships with cities. We currently have four skateparks under management, all with multi-year municipal contracts, and a staff of 25. Our principals have been actively involved in skate park management for over 20 years, coming together to found Action Park Alliance in 2002. APA management reduces the cost and risk cities face when supervising parks on their own. It also ensures greater safety and puts trained staff in the position of supervision.

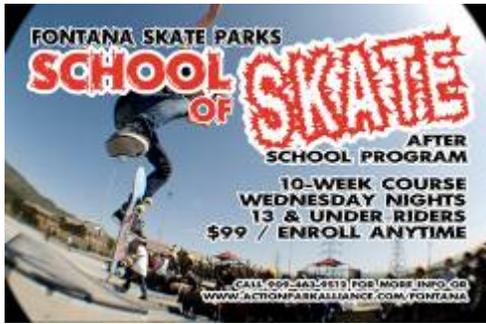
At Action Park Alliance, Inc., our focus is on programming. We feel that your community skate park can be a great opportunity for youth development, providing a wide variety of activities to a typically under-served group. For this reason, we partner with communities to provide high-quality programming at little to no cost to the end users.

We at the Action Park Alliance are pleased to provide you with this proposal for the management of your skate park.

Here's what separates us from other skate park management options:

- X-Games and Gravity Games Affiliation—Our officers have provided equipment and services for the X-Games and Gravity Games, and we have close relationships to all the professional athletes.
- We utilize a custom-designed software package featuring:
 - To-the-minute tracking of all park users and their attendance history and waivers.
 - Tracking of all injuries, with follow-up reminders.
 - Provides safety and medical information for all users.
 - Complete accounting of all sales, including food, admissions, memberships, rental gear, etc.
- Contest Series—As part of our network of parks, we host nationwide amateur and professional competition series.
- Professional Skater Affiliations—having worked for years in the action sports industry, we are closely tied to professional skaters and BMX riders. This means that we can secure pros for events, contests, demos and appearances.
- Television Coverage—With our wide variety of events and contests at our parks, we have the ability to generate nationwide television exposure for the skate park, and for the community of Menifee.
- Directory Listings—All our parks are listed in internet and industry publication directories.
- Newsletters—We publish a monthly newsletter featuring activities at all our skateparks nationwide.

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- Multi-facility Marketing—We offer a network of facilities, which allows for reciprocal membership benefits between parks.
- Comprehensive insurance package—We carry limited medical coverage for participants in addition to standard liability.
- Expert Maintenance—Because our roots are in building world-class skate park facilities, we are knowledgeable with all types of construction, and are capable of providing the most comprehensive maintenance and inspections.
- Rolling Sports Educational Curriculum—In our other cities, we are working closely with the school districts to create physical education programs which teach skateboarding and in-line skating skills to those children who prefer these sports to traditional sports.
- Mentoring Program for at-risk youth—We offer various programs to under-privileged children to allow all community members to use the park.

Litigation/ Claims:

Action Park Alliance has never been involved in any litigation, nor have we paid any claims.



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Chapter 3: Qualifications of Action Park Alliance, Inc.

Please see Attachment D.



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Chapter 4: Work Plan/ Proposal

1. Skate Park Operation & Insurance

Action Park Alliance will offer a fully-staffed skate park atmosphere, enforcing safety gear rules at all times. Patrons without safety gear will be able to rent it from the pro shop. Our operation is completely computerized, and tracks each and every person using the skate parks. We require waivers to be signed by a parent or guardian, and they are kept on file at the parks. We carry a comprehensive liability insurance policy, and accident/ excess medical policy to provide maximum protection for our municipal clients. We have a comprehensive marketing plan that we implement at all our parks to generate as much use as possible.

2. Special Events and Programming



Programming is our specialty. We provide a full compliment of lessons, camps, and clinics at all our parks. We consistently hold special events including local contests, concerts, etc. In addition, we work to bring high profile special events to each and every facility, including professional demonstrations and competitions. We held the first ever Triple Threat Skateboard contest at our park in Lake Elsinore, CA, which attracted the top names in skateboarding (including Andy MacDonald) and was televised on the Fox network.

We conceived, produced, and executed the D-Town Throwdown, a multi-year world-class action sports festival aiming to entertain all walks of life with professional skateboarding, music, art, and more. In 2015, the event featured downhill skateboarding, street skateboarding, and vert skateboarding. The athletes competing included some of the best in the world: Pierre Luc Gagnon, Lincoln Ueda, Chris Gentry, Jimmy Wilkins.

3. Proposed Hours of Operation and Session pricing



Alliance Skate Park of Menifee Hours of Operation

Fall/ Winter—

Sunday – Thursday – Noon to 8 PM

Friday – Noon to 9 PM

Saturday – 11 AM – 9 PM

Summer—

Daily – 11 AM – 9 PM

Holidays—

The skateparks will be closed on Christmas, Thanksgiving, Easter, Independence Day.

Scope of Services & Pricing

- Action Park Alliance will monitor and supervise the skateparks for 361 days per year, weather permitting.
- Action Park Alliance will promote, provide, monitor, and conduct the following programming in each skatepark location.

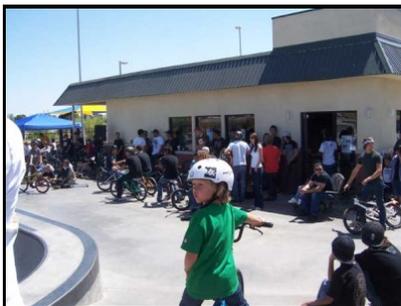
Memberships—

Please see Attachment E for proposed membership fees

Entry Fees—

Please see Attachment E for proposed entry fees

Special Events/ Services (All Programming Fees go to Action Park Alliance)—



- Estimated Schedule of Events:
 - Camps—Six 5-day camps per year, maximum 30 campers per session.

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- Lessons—1 lesson per week, maximum 30 campers per session.
- Contests—8 contests per year, 75 maximum entrants per contest.
- Concerts—2 concerts per year, 200 attendees maximum per concert.
- Fee Structure TBD.

Concessions & Retail—

- Action Park Alliance will maintain a concession and limited retail operation and retain the revenues from these sales.

Other Events—

- Birthday parties and any special park rentals.
- Additional camps, lessons, contests and clinics above and beyond those listed above.
- Revenues from filming and photography.

Option 1 (See Attachment E):

Annual Staffing Fee paid to Action Park Alliance: Lower Fee

No revenue sharing on admissions/ pro shop/ retail operations with City of Menifee.

Option 2 (See Attachment E):

Annual Staffing Fee paid to Action Park Alliance: Higher Fee

5% of gross revenue sharing on admissions/ pro shop/ retail operations with City of Menifee.

4. Pro Shop



To give the most benefit to the community, and for the skate park to thrive as a hub of recreation, a pro shop is an integral part of the APA’s plan for the Menifee park. The pro shop will create a purpose for park employees to become involved in the community beyond insurance and simply overseeing operations.

Our Executive Director, Mark Laue, will purchase the initial shop retail inventory, which would include over 1,000 different items. Mark Laue has owned and operated skate and BMX park facilities for over fifteen years, and has been integrally involved in professional competitions in action sports for nearly twenty. This unique expertise is what sets us apart from our competition; we take pride as experts in the rapidly changing environment of the action sports world. With over 95% of the skateboard product manufacturers located in our home turf of Southern California, we have wonderful existing relationships. Additionally, most of professional skaters also call Southern California their home, and we are proud to count many of them as friends and associates. We are involved

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with both groups on many levels, and this would facilitate the purchasing of skate goods and the organizing of pro skateboard contests. The APA staff has been skating and developing action sports for over twenty years; few firms have our level of experience.

5. Snack Bar / Food Service Operations

APA will sell a wide array of snacks, cooked packaged foods and non-alcoholic beverages. A clean and orderly food facility will be maintained at all times.

6. Employees, Subcontractors, and Agents

When any new park comes under the management of the APA, Mark Laue is on site before and after the management change for a period of several weeks. In the case of your park, Mark will be on site prior to the change over to supervise and control the hiring of all staff. The selected manager will be trained as long as necessary on site before allowing them to operate on their own; however, the training will not stop there--- contact is made 3-5 times per day to ensure the proper running of all APA facilities.



Part of our company's hiring technique is to find staff members with retail and business management expertise. Our current Southern California area manager has lived in Southern California all his life. He has helped us develop a respected organization in the local skate scene. Along with Mark Laue, he would be your point of contact with the APA. An assistant manager would then be hired who are also active in the local skate community. These are the people that are most likely to really connect with the skaters, and will command their respect as role models and rule enforcers. We have found this hiring formula to meet all of the goals of providing quality skate supervision and running a profitable retail store. Our philosophy of maintaining close relationships with our employees has kept our employee turnover rate under 20% throughout the last 4 years. Of course, all our staff will be First Aid and CPR trained.

The skatepark will be staffed with a minimum of one trained staff member over the age of eighteen. We will require an additional qualified staff member to be present for each 35 participants in the park at a given time.

7. Maintenance and Record Keeping

For all APA parks, we keep up-to-the-minute computerized records of all revenue, products sold, kids in the park, injuries and status and maintenance in all our parks. We have a detailed maintenance inspection procedure, which includes record-keeping. We also have a well-documented injury procedure.

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8. Terms of Proposal

Action Park Alliance Responsibilities

- Staffing and Security
 - The park will be staffed with a minimum of two management-level employees over the age of eighteen, at all times.
 - Additional staff members will be on duty for each session or activity where additional participants require it. A minimum of one staff person per 35 participants will be on duty at all times.
 - CPR Training—all of our employees are CPR and First-Aid certified.
 - If there are union or prevailing wage requirements, costs may increase.
 - APA shall provide adequate security measures (video monitoring, alarm system, etc.), meeting APA's guidelines.

- Maintenance of skatepark
 - Action Park Alliance will conduct daily park inspections; any significant findings, especially those that may present warranty issues, will be promptly reported to Menifee for further action.
 - Examples of maintenance that will be performed by APA are minor painting, trash removal, graffiti removal from within the fenced skatepark, minor concrete patching (if not under warranty).
 - All structural, major, or warranty work needed will be reported to Menifee, who will be responsible for completing the repairs or filing warranty claims with the builder.
 - APA will facilitate and coordinate any necessary warranty filings and procedures.

- Maintenance of pro shop
 - All exterior maintenance of the pro shop building is the responsibility of Menifee, including major appliances, such as HVAC and electrical.
 - APA will maintain the interior of the pro shop building, including all fixtures provided, and will replace, at its cost, anything under \$500.00.
 - If any warranty service is needed for any appliances or parts of the building, APA will coordinate the service and maintain all appropriate documentation.

- Insurance/ Liability
 - APA will require all participants to sign a liability waiver, releasing Menifee and APA of liability. These waivers must be signed by parent or legal guardian for anyone under the age of 18, and identification is required. Final wording of the waiver may be modified by Menifee's attorney/ risk manager.
 - APA will require safety gear to be worn at all times, in compliance with the laws of the State of California, and will enforce such requirements.
 - APA will maintain a liability policy naming Menifee (and all related parties), in the amounts of \$1M per occurrence, \$2M aggregate.
 - APA will maintain an accident and excess medical insurance policy to drastically reduce the likelihood of lawsuits and insurance claims, especially for medical and injury reasons.

- Garbage disposal
 - APA shall collect trash in the bins, and take it to the dumpster.

- Utilities costs
 - APA shall pay any metered utilities for the pro shop building.

- Record-keeping
 - APA will keep detailed injury reports, maintenance reports, liability waivers, and incident reports, both electronically and physically.
APA will report all major incidents and injuries to the City of Menifee.
 - APA will complete and submit the required annual reporting and documentation to the State of California, to comply with recreational immunity provisions.
 - Complete financial information including detailed inventory tracking and all accounting.
 - APA shall provide monthly park usage reporting to Menifee, and annual recap reporting.

- Taxes
 - APA will be responsible for the collection and payment of all sales taxes on sales of non-exempt items in the pro shop.
 - APA will be responsible for paying business personal property tax for its property within the pro shop building, including any fixtures and inventory. Any property taxes or special assessments for the building or the property shall be the responsibility of Menifee.

- Concessions services
 - APA will maintain a fully-stocked concession operation, including drinks, water, snack foods, etc.

- Retail goods
 - APA will maintain an inventory of necessity and replacement items, including skateboard decks, wheels, trucks, etc.

- Sponsorship
 - APA will work to sell sponsorship for the skatepark, within any guidelines or restrictions from Menifee.
 - APA will pay Menifee 50% of net cash sponsorship proceeds.

- Consultation
 - APA will provide consultation regarding the design of the pro shop and skatepark, at no additional charge.

Menifee Responsibilities

- Skatepark

- Menifee shall provide a professionally designed and constructed skatepark (existing).
- Skatepark shall be in good condition, and meet all ASTM guidelines.
- Skatepark shall have adequate access control (fencing), meeting APA's guidelines.
- Pro shop building
 - Menifee shall provide a pro shop building of approximately 2000 square feet at the skatepark for APA to set up pro shop and concession operations, to APA's specifications, including restrooms for APA's staff.
 - APA will need possession of the completed pro shop building 30 days prior to desired opening of skatepark. Pro shop must have all utilities including phone, internet, HVAC, electrical, etc. in working order prior to APA taking possession.
- Utilities costs
 - Menifee shall be responsible for paying the electric bill for any outdoor park lighting and any utility bills for the park outside of the pro shop.
- Public restrooms
 - Menifee shall provide public restrooms and be responsible for securing the restroom and entrance to the restroom.
- Maintenance
 - Menifee will be responsible for major landscape and general site maintenance, including any repairs needed for lighting, fencing and major concrete repairs.
 - Menifee will be responsible for minor landscape and general site maintenance within the fenced area of the skatepark.
- Garbage disposal
 - Menifee shall be responsible for supplying a dumpster for APA to dispose of skatepark trash from skatepark participants.
- Taxes
 - Any property taxes or special assessments for the building or the property shall be the responsibility of Menifee.
- Marketing/ Promotion
 - Menifee shall include the APA skatepark in its monthly mailers and any other promotional materials it produces.
- Staffing Fees
 - Menifee's annual staffing fee to APA shall be payable quarterly, in advance of the beginning of each quarter.
 - The first two months' payments will be due upon the signing of the management agreement.

Chapter 5: Innovations

We have highlighted our innovative approach to skatepark management in the other sections of our proposal.

Aside from our commitment to youth development through a full compliment of programming at your skatepark, what sets us apart is our technology.

- We utilize a custom-designed software package at our events and parks featuring:
 - To-the-minute tracking of all park and event participants and their attendance history and waivers.
 - Tracking of all injuries, with follow-up reminders.
 - Provides safety and medical information for all users.
 - Complete accounting of all sales, including food, admissions, memberships, rental gear, etc.
 - To date, we have over 57,000 youth participants in our database.



Chapter 6: Project Staffing

The most experienced team in skateparks

i. Mark Laue – Executive Director

Mark Laue, executive director of the Action Park Alliance, has been a fixture in the action sports professional community for over ten years. Mark brings a broad range of management and marketing skills to the table. In 1998, Mark founded the first 30,000 sq. ft. Real Ride Skate Park in Salt Lake City, UT. He operated Real Ride Skate Park Lake Perris, CA: a 100,000 sq.ft. skating facility – the largest in North America – which includes a café, a full-service skate shop, an arcade, a paintball park, and the only public foam pit on the west coast. The park encompasses four separate courses and allows bikers, skateboarders, in-line skaters and even kids with scooters to ride and play together in the same sessions. Real Ride has hosted several major events, including Tony Hawk’s skate park tour (televised), the ASA amateur in-line skating competition, the ASA Pro Tour (on ESPN), the Dave Mirra Super Tour, the DK Pro dirt circuit (televised), and several BMX stunt shows.

As operator of Real Ride, Mark has managed daily operations, overseen accounting, balanced budgets, directed employees, supervised the opening and running of skate shops, and produced many special events, including concerts and competitions. Through Real Ride, Mark has shown a deep commitment to the community and youth programs. While in still in Salt Lake, Mark developed skating schools and was a mentor in Mayor Deedee Corradini’s “Olympikids” program. In California, Mark has produced and announced for BMX stunt shows that were designed to motivate today’s youth to be goal-oriented, positive young adults. In 2004, he opened Camp Realride, a summer camp program.

In addition to his park management skills, Mark is an accomplished event marketer. While in partnership with Anywhere Sports Productions, Mark announced for the 2005 Core Tour and the National In-line Skate Series. While with Red Square Television, he was assistant producer for Project Detention 2003 in Stockton, CA, and also hosted, produced and announced for the Best of BMX shows. At the world-famous Jack Morton Productions, Mark served as assistant stage manager for the opening and closing ceremonies of the winter Paralympics in 2002.

ii. Kirsten Dermer – CEO and CFO

Kirsten Dermer is Chief Executive Officer & Chief Financial Officer of Action Park Alliance, Inc., a skate park staffing and management company. She also serves in the same capacity for Spohn Ranch Inc., a special event services and skate park manufacturing company. While both companies work with municipal clients, the services are substantially different.

Kirsten has top-to-bottom experience in all aspects of action sports from logistics and manufacturing to accounting and government contracting. Kirsten is responsible for supervising all projects from inception to completion. Every critical task or decision for both companies is guided by her hand. Her ability to organize and motivate keeps the APA management team on track in spite of the challenges typically faced by family run businesses.

Kirsten has been integrally involved in the action sports industry for the past thirteen years. The breadth of her experience is vast and ranges from the production and management of nationwide tours and televised competitions, to the construction of high-quality permanent facilities, to the operation of retail locations.

She believes that the key to creating successful facilities for today's action sports athletes is to stay in touch with the trends in the sports and to work closely with municipalities to facilitate youth participation in the skate park process.

Kirsten also has extensive experience with liability issues, and has worked hand-in-hand with insurance brokers and underwriters to develop programs specifically for skate parks. Through a number of municipal projects, Kirsten has become adept at assisting the various city departments in smoothly achieving their goal of developing a successful skate park.

Kirsten's clients include ESPN & the X-Games, Red Bull, City of Los Angeles, Vans Triple Crown, Virgin Airlines, and the Gravity Games.

iii. Aaron Spohn – President

Aaron Spohn, President of Action Park Alliance, is one of the pioneers of the skate park industry, having founded Spohn Ranch in 1992 as the popularity of skateboarding and action sports was beginning to intensify. His unflagging attention to quality and innovation has earned Spohn Ranch numerous accolades, including the Skate Park Association USA award for excellence in skate park construction. Today, Spohn Ranch, proud member of the International Association of Skateboard Companies (IASC), remains an industry leader while setting standards for safety. Aaron's commitment to safety and today's youth has led him to work on a subcommittee of the ASTM, one of the largest voluntary standards development organizations in the world, to develop safety guidelines for the construction of skate parks. Further, having witnessed the failure and closing of many skate parks due to inattention, Aaron aspires to see all parks managed and programmed with safety as the number one priority. The result of this concern was the founding of the Action Park Alliance.

In addition to designing, building, maintaining and managing skate parks, Spohn Ranch has provided equipment and services for nearly every major action sports property, including Vans Triple Crown, ASA Pro Tour, National Inline Skate Series, X-Trials, Gravity Games, Slam City Jam, Aggressive Skaters Association, International Inline Series, the Core Tour, B3 and Mat Hoffman's CFB Series. Aaron was instrumental in developing the X Games concept with ESPN and conceived and constructed the structures for the inaugural event. Aaron also served as a consultant for a tribute to extreme sports presented at the 1996 Atlanta Olympics.

As an industry expert, Aaron is often a guest speaker at events such as the National Park and Recreation Association Conference, as well as Parks and Recreation conferences in California, Ohio, Pennsylvania, and Connecticut. Additionally, he frequently lends his expertise to the trade magazines, having contributed editorial material to Athletic Business

Magazine, Landscape Architect and Specifier News, and the National Park and Recreation Association magazine, among others. He is also credited with editing the 60 Tricks skate magazine, and was a contributing columnist to Inline Magazine.

Aaron is not just a skate park builder, he is also a skater. Since 1972, Aaron has skated in stunt shows with the likes of Mat Hoffman and Tony Hawk, and has performed in numerous commercials, films and television programs. His likeness has been featured on numerous postcards, in books and in magazines. He was even the inspiration for the Skateman comic book character - a hero of the Venice Beach community. Today, Aaron still enjoys skating in and around his Los Angeles community, and he is also actively involved in the sport of Motocross.

iv. Robert Loeung – Regional Manager

Since his days a local skateboarder in Lake Elsinore, Robert has been committed to action sports in the Inland Empire.

Currently the Regional Manager for three respected APA skateparks in Southern California, Robert has 12 years of experience in our program including management, event production and retail.

He's seen trends come and go, and knows how to connect with today's youth.

His extensive network of connections in the skateboarding industry brings both local and national athletes to each park.

Like all Action Park Alliance Managers, Robert is a fixture in his local scene, making the park feel more like a local community gathering space than a public facility.

v. Victor Nelson – Regional Manager

Victor was a local kid that loved skateboarding. He has literally grown up at the Alliance Skatepark, as his parents' home is less than a mile away. He has benefited from the mentoring provided through the program with participating in events and camps as a kid as well as pledging to say "no to drugs" in the cities "DYFIT" program for youth.

Currently Victor is the General Manager for the Alliance Skatepark in Grand Prairie, Texas. Victor has 10 years of experience in our program including management, event production and retail operations. He has traveled the country working with various groups such as the Boy Scouts of America managing skate camps and youth leadership groups. He has successfully managed over 60 events, 42 weeks of skate camp, as well as day to day operations for our park in Texas.

Chapter 7: Proposal Exceptions

We have a custom skatepark management contract that we typically use. It appears the template contract in the RFP was developed for professional services such as design. Below are our initial comments, which we believe can be discussed and negotiated to come to final agreement with the City of Menifee.

1.3. Change 2nd sentence to: In the event that City believes that one or more personnel of Consultant is not performing his or her duties to the standard of services set forth in the Agreement, City shall notify Contractor. Contractor, in its discretion, shall make a reasonable effort to reassign such personnel in the event that it does not dispute City's determination. Contractor retains the right to control its employees without interference from the City.

1.5 add "begin to" prior to "perform services."

2.1 Invoice quarterly, in advance, pay within 15 calendar days.

Strike all bullet points.

2.2 Payments shall be made within 15 days of receipt of invoice. In event City fails to deliver payment timely, a one-time \$500 administrative fee shall be applied to City's account and interest shall accrue at an annual rate of ten percent. Further, failure to timely is a material breach providing Contractor with the right to terminate upon notice.

3. This paragraph does not fit with our understanding of what the City of Menifee is going to provide. We need it to change to reflect the fact that the City will be providing the pro shop building and utility lines. "As a condition to this agreement, City shall provide the facilities and services set forth in Contactor's proposal."

4.2.1 Change to one million per occurrence CGLI.

4.3 Strike – we do not have Fidelity coverage.

8.1 Change to "City may terminate this agreement upon written notice within ninety days of the last day of the Agreement's term."

8.2 Change language re: maximum amount -- change to "the parties shall agree to a new price for any extension beyond six months or more than one extension that cumulatively equals six months. In the event of an extension of six months or less, the contract price shall remain the same so long as the scope of wrong remains the same."

9.1 Strike this provision.

9.2 Strike; change to "Consultant shall maintain for purposes of potential inspection of City and/or State auditor, those records directly relevant to determine the amount of any revenue share set forth in Exhibit A and such records shall be maintained for three (3) years. The parties

acknowledge and agree that all other records are confidential, proprietary, trade secrets under applicable law and neither City nor State shall have the right to review, inspect, copy such records, nor make such records available under any open records laws.”

10.6 Change to “Kirsten Dermer.”



PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here:

Date: _____

Proposer's Signature: _____

Proposer's typed name and title: _____

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____

Date: _____

Member of the Partnership or Joint Venture
signature

Member of the Partnership or Joint Venture
signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

CEO _____ and  _____ Signature
Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Action Park Alliance, Inc.
Corporation Name (type or print)

By:  _____

Date: 1/3/17

Title: CEO

ATTACHMENT D

PROJECT NAME	CLIENT	DESCRIPTION OF WORK	TOTAL PROJECT COST	PERCENTAGE OF WORK	PERIOD OF WORK	CLIENT CONTACT INFO
Alliance Skatepark of Grand Prairie	City of Grand Prairie, TX	Professional skatepark management, pro shop operation, production of multiple events each year		100%	2006 - present; ongoing contract	Rick Herold City of Grand Prairie, TX 400 College Street Grand Prairie, TX 75050 rherold@gptx.org 972-237-8375
Did we meet the project schedule?		YES				
Statement of adherence to schedule and budget:						
Action Park Alliance successfully completed the project within budget and schedule.						
Alliance Skatepark of Fontana (North and South)	City of Fontana, CA	Professional skatepark management of 2 skateparks, pro shop operation, production of multiple events each year	\$360,000 per year	100%	2008 - present; ongoing contract	Geneo Farrar City of Fontana, CA 15556 Summit Avenue Fontana, CA 92336 efarrar@fontana.org 909-349-6912
Did we meet the project schedule?		YES				
Statement of adherence to schedule and budget:						
Action Park Alliance successfully completed the project within budget and schedule.						
Alliance Skatepark of Palm Springs	City of Palm Springs	Professional skatepark management, pro shop operation, production of multiple events each year	\$160,000 per year	100%	2013 - present; ongoing contract	Vicki Oltean City of Palm Springs, CA 3200 E. Tahquitz Canyon Wy Palm Springs, CA 92262 Vicki.oltean@palmssprings-ca.gov 760-218-4068
Did we meet the project schedule?		YES				
Statement of adherence to schedule and budget:						
Action Park Alliance successfully completed the project within budget and schedule.						

Attachment E OPTION 1: LOWER MANAGEMENT FEE, NO REVENUE SHARING WITH CITY.

SAMPLE COST PROPOSAL FORMAT

(Please provide a submittal in this format – content should match cost for scope of services required)

Scope	Labor/Service Categories	Est.	Hourly	Extended
Task 1: Transitional Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 1	Lump Sum - Skatepark Management for 2 months		\$	\$ 39,000.00
Task 2: Prorated 2017 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 2	Lump Sum - Skatepark Management for 3 months		\$	\$ 48,750.00
Task 3: 2018 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 3	Lump Sum - Skatepark Management for 2018		\$	\$ 200,850.00
Task 4: 2019 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 4	Lump Sum - Skatepark Management for 2019		\$	\$ 206,875.50
Task 5: 2020 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 5	Lump Sum - Skatepark Management for 2020		\$	\$ 213,081.77
TOTAL NOT TO EXCEED (TASKS 1 – 5)	Lump Sum		\$	\$ 708,557.27

We have included a 3% annual fee increase due to statewide planned wage increases and inflation.

OPTION 1: LOWER MANAGEMENT FEE, NO REVENUE SHARING WITH CITY

Attachment E (cont.)

SAMPLE COST PROPOSAL FORMAT

Task 6: Revenue Share

Fees and Sales

Item	Fee/Rate/Unit Price	City %	Vendor %
Pro-Shop Sales (optional)			
<i>Equipment Rentals</i>			
Helmet	\$ 2 /Day \$ N/A /Hour	0	100
Elbow Pads	\$ 2 /Day \$ N/A /Hour	0	100
Knee Pads	\$ 2 /Day \$ N/A /Hour	0	100
Skate Board	\$ N/A /Day \$ N/A /Hour	0	100
Scooter	\$ N/A /Day \$ N/A /Hour	0	100
<i>Concessions</i>			
Food/Snack	\$ 1-3, depending upon product	0	100
Beverage	\$ 1-3, depending upon product	0	100
<i>Merchandise</i>			
Wheels	\$ 20-30, depending on brand	0	100
Trucks	\$ 20-30, depending on brand	0	100
Helmet	\$ 20-40, depending on brand	0	100
Clothing	\$ 18-80, depending on product	0	100
User Fees (required)			
<i>Drop-in/Membership</i>			
Day (Resident)	\$ 1	0	100
Day (Non-Resident)	\$ 2	0	100
Month (Resident)	\$ 7	0	100
Month (Non-Resident)	\$ 10	0	100
Year (Resident)	\$ 30	0	100
Year (Non-Resident)	\$ 40	0	100
<i>Facility Rental</i>			
Private Party/Picnic (Resident)	\$ 100 /Hour	0	100
Private Party/Picnic (Non-Resident)	\$ 150 /Hour	0	100
<i>Events and Activities</i>			
Skate Lesson (Resident)	\$ 25 /Person	0	100
Skate Lesson (Non-Resident)	\$ 35 /Person	0	100
Skate Camp (Resident)	\$ 150 /Person	0	100
Skate Camp (Non-Resident)	\$ 180 /Person	0	100
Skate Contest (Resident)	\$ 8 /Person	0	100
Skate Contest (Non-Resident)	\$ 10 /Person	0	100

Attachment E OPTION 2: HIGHER MANAGEMENT FEE; REVENUE SHARING
WITH CITY.
SAMPLE COST PROPOSAL FORMAT

(Please provide a submittal in this format – content should match cost for scope of services required)

Scope	Labor/Service Categories	Est.	Hourly	Extended
Task 1: Transitional Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 1	Lump Sum - Skatepark Management for 2 months		\$	\$ 39,000.00
Task 2: Prorated 2017 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 2	Lump Sum - Skatepark Management for 3 months		\$	\$ 53,750.00
Task 3: 2018 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 3	Lump Sum - Skatepark Management for 2018		\$	\$ 221,450.00
Task 4: 2019 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 4	Lump Sum - Skatepark Management for 2019		\$	\$ 228,093.50
Task 5: 2020 Skate Park Management			\$	\$
			\$	\$
			\$	\$
TOTAL NOT TO EXCEED, TASK 5	Lump Sum - Skatepark Management for 2020		\$	\$ 234,936.31
TOTAL NOT TO EXCEED (TASKS 1 – 5)	Lump Sum		\$	\$ 777,229.81

We have included a 3% annual fee increase due to statewide planned wage increases and inflation.

OPTION 2: HIGHER MANAGEMENT FEE; REVENUE SHARING WITH CITY

Attachment E (cont.)

SAMPLE COST PROPOSAL FORMAT

Task 6: Revenue Share

Fees and Sales

Item	Fee/Rate/Unit Price	City %	Vendor %
Pro-Shop Sales (optional)			
<i>Equipment Rentals</i>			
Helmet	\$ 2 /Day \$ N/A /Hour	5	95
Elbow Pads	\$ 2 /Day \$ N/A /Hour	5	95
Knee Pads	\$ 2 /Day \$ N/A /Hour	5	95
Skate Board	\$ N/A /Day \$ N/A /Hour	5	95
Scooter	\$ N/A /Day \$ N/A /Hour	5	95
<i>Concessions</i>			
Food/Snack	\$ 1-3, depending upon product	5	95
Beverage	\$ 1-3, depending upon product	5	95
<i>Merchandise</i>			
Wheels	\$ 20-30, depending on brand	5	95
Trucks	\$ 20-30, depending on brand	5	95
Helmet	\$ 20-40, depending on brand	5	95
Clothing	\$ 18-80, depending on product	5	95
User Fees (required)			
<i>Drop-in/Membership</i>			
Day (Resident)	\$ 1	5	95
Day (Non-Resident)	\$ 2	5	95
Month (Resident)	\$ 7	5	95
Month (Non-Resident)	\$ 10	5	95
Year (Resident)	\$ 30	5	95
Year (Non-Resident)	\$ 40	5	95
<i>Facility Rental</i>			
Private Party/Picnic (Resident)	\$ 100 /Hour	5	95
Private Party/Picnic (Non-Resident)	\$ 150 /Hour	5	95
<i>Events and Activities</i>			
Skate Lesson (Resident)	\$ 25 /Person	5	95
Skate Lesson (Non-Resident)	\$ 35 /Person	5	95
Skate Camp (Resident)	\$ 150 /Person	5	95
Skate Camp (Non-Resident)	\$ 180 /Person	5	95
Skate Contest (Resident)	\$ 8 /Person	5	95
Skate Contest (Non-Resident)	\$ 10 /Person	5	95

Attachment E (cont.)

SAMPLE COST PROPOSAL FORMAT

Task 6: Additional Work/Services

ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE
1.	Per Hour	Skate Park Attendant	To-be-determined depending on scope \$
2.	Per Hour	Skate Instructor	To-be-determined depending on scope \$
3.	Per Hour	Cost of labor to repair skate obstacle (including minor concrete patch work)	To-be-determined depending on scope \$
4.	SQ. FT.	Graffiti Abatement	To-be-determined depending on scope \$
5.	Per Hour.	Cost of labor to repair perimeter fence/gate	To-be-determined depending on scope \$
6.	EA.		\$
7.	EA.		\$
8.	EA.		\$
9.	EA.		\$
10.	EA.		\$



EMPLOYMENT OPPORTUNITY PARK RANGER

Pending Council Approval – 1/18/17

FULL TIME - BENEFITTED

\$48,091 - \$58,709 ANNUALLY

\$4,008 - \$4,892 MONTHLY

\$23.12 - \$28.23 HOURLY

Final Closing Date: Friday, February 3, 2017

SELECTION PROCEDURE

The selection process will consist of a review and evaluation of all applicants' qualifications. Those applicants deemed to possess the most desirable qualifications will be invited to participate in a written or oral examination. The Human Resources Manager may specify the number of qualified applicants in the examination or any part thereof.

The provisions of this announcement do not constitute a contract, expressed or implied, and any provision contained in this bulletin may be modified or revoked without notice.

HOW TO APPLY:

Applicants must complete and submit an original City of Menifee Employment Application to the Human Resources Office, 29714 Haun Road, Menifee, CA 92586.

WEBSITE:

www.cityofmenifee.us

Applications must be received by the Human Resources Office no later than 5:00 pm on the announced closing date.

Postmarks, faxes or copies are not accepted.

DEFINITION: Under general supervision of the Park/Landscape Superintendent, the Park Ranger will implement recreation and leisure and educational programs within the Community Services Department, assist with the selection and training of volunteers and part-time staff, organize or provide assistance for special events and activities, enforce park use rules and Municipal Code, and perform minor skilled work in the maintenance of park and recreation related facilities; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Park/Landscape Maintenance Superintendent. May exercise lead supervision over part-time workers, work release inmates, or community service volunteers.

DISTINGUISHING CHARACTERISTICS: Positions allocated to the class are expected to perform basic park facilities maintenance, recreation program implementation, and provide park interpretive services and enforcement to the public. Work is initially closely supervised and is observed while performing and upon completion. Ability to work independently will occur when the employee gains experience and demonstrates ability to perform a range of duties with minimal supervision.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Participate in Park and Recreation activities and recreation programs as assigned.
- Provide supervision to part time personnel and volunteers.
- Monitor and assist as needed with special programs and activities.
- Assist in emergency call-out and evacuation situations.
- Work with community groups to educate and develop an understanding of the significance of parks, park environment and recreation programs.

- When required, provide lectures, presentations and guided tours of Park and Recreation facilities to special organizations and public groups.
- Plan, organize and conduct park outdoor recreational and educational activities for visitors, school groups and community groups.
- Maintain records and prepare reports; requisitions for equipment and supplies.
- Participate in custodial, maintenance and clean-up of park structures and grounds.
- Open and close facilities as scheduled.
- Prepare a variety of reports.
- Administer Cardio-Pulmonary Resuscitation and first aid as needed.
- Supervise and coordinate alternative workforce labor (e.g. inmate labor/work release program, Juvenile Work Program, California Conservation Corps, volunteers, etc.).
- Work with volunteers and alternative workforce labor groups to coordinate special park clean-ups, events and park projects.
- Serve as a liaison between the Community Services Department and other City Departments and outside agencies.
- Interpret and explain to the public park policies, rules, regulations and ordinances.
- May, at the discretion of the Community Services Department, enforce City rules, regulations ordinances and laws, providing that minimum training requirements have been satisfactorily completed.
- Respond to inquiries from the public.
- Other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and functional responsibilities of the Police, Fire and Community Services Departments.
- Park and park facilities.
- Record keeping and reporting procedures.
- Principles of outdoor recreation, interpretation, special events and other types of visitor services.
- Proper City and County Ordinances and Policies and Procedures.
- Current computer applications and programs.
- Methods, materials and equipment used in park, facility and trail maintenance, construction and repair.
- PC 832 requirements, including citation preparation and arrest procedures.
- Principles and techniques of supervision and management.
- Vehicle operation.
- Fire suppression techniques.
- Traffic control methods.
- Methods for volunteer group coordination and supervision.
- Current First Responder/CPR/First Aid Techniques and Title 22 certifications.

Ability to:

- Establish and maintain effective working relationships with the public and fellow employees.
- Organize and administer volunteer and alternative workforce groups.
- Organize and administer Jr. Ranger and Adopt-a-Park/Adopt-a-Trail programs.
- Maintain records and prepare clear, complete and concise reports.

- Remain calm and effectual in stressful and/or emergency situations.
- Make public presentations.
- Communicate effectively and appropriately on a two-way radio.
- Perform heavy manual labor including setting up and moving equipment used at Park and Recreational facilities.
- Walk, hike, bicycle ride, and climb hills, stairs and uneven terrain.
- Detect natural and structural deficiencies and report accordingly.
- Develop a marketing program.
- Read topographic maps for trails.
- Operate special equipment (e.g. tractor) required for performing park maintenance.
- Work extended hours, irregular rotating shifts, alternative work schedules, holidays and weekends.
- Communicate clearly and effectively, both verbally and in writing, to a variety of audiences.

EDUCATION AND EXPERIENCE: Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience: Three (3) years of experience related to program activities, community relations and/or interpreting and enforcing rules and regulations in socially oriented situations.

Must be 18 years of age or older.

Education: Equivalent to an Associate Arts degree (60 semester units or 90 quarter units) from an accredited college or university with major work related to recreation, park administration, forestry, sociology, police science or a related field. Additional qualifying experience may substitute for the required education on a year-for-year basis.

Licenses Required: Possession of an appropriate, valid class “C” California Motor Vehicle Operator’s License.

Ability to work extended hours and rotating shifts, including weekends and holidays.

PHYSICAL AND MENTAL DEMANDS: The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- While performing the duties of this position, the employee is frequently required to walk and talk or listen, use hands to finger, handle, feel, or operate objects, tools, or control; and reach with hands and arms. The employee is occasionally required to sit.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision and the ability to adjust focus.

Mental Demands: While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and

solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public. The employee is occasionally required to deal with dissatisfied or quarrelsome individuals.

Work Environment: Employees work in outdoor landscaped areas and recreation facilities with moderate to high noise levels, controlled and uncontrolled temperature conditions, and no direct exposure to hazardous physical substances. 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, small hand tools, telephone; calculator; copy and fax machines; and other modern office machines as necessary.

Special Requirements: Successful candidates will be required to take and pass a drug and alcohol screening, by City approved physician. Proof of a current negative tuberculin test will also be required prior to employment. In addition, the City of Menifee conducts a thorough background investigation prior to appointment and candidates must clear a California Department of Justice Live Scan finger printing. A standard multi-media first aid and CPR/AED certificate will be required within the first three (3) months of employment (provided by the City).

The City of Menifee recognizes that its future depends on the health and safety of all employees. The misuse and abuse of drugs and alcohol poses a serious threat to all City of Menifee and citizens.

SPECIAL NOTE: A “NO SMOKING POLICY’ HAS BEEN ADOPTED FOR ALL CITY FACILITIES AND VEHICLES TO PROMOTE A HEALTH-BASED, SMOKE FREE WORK PLACE AS PART OF THE CITY’S COMMITMENT TO A POLLUTION-FREE ENVIRONMENT.

PLEASE CONTACT THE HUMAN RESOURCES OFFICE SHOULD YOU NEED SPECIAL ACCOMMODATIONS IN THE PROCESS OF APPLYING FOR THIS POSITION.

The City of Menifee is an Equal Opportunity Employer

