

354



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Economic Development Agency

SUBMITTAL DATE:
January 30, 2014

SUBJECT: Perris Valley Aquatic Center (also referred to as the Perris/Menifee Aquatic Regional Facility) – Memorandum of Understanding by and Between the County of Riverside and the City of Menifee for Use of Existing Developer Contributions, Districts 3 and 5, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Memorandum of Understanding between the County of Riverside and the City of Menifee which will transfer developer contribution funds, held by the City of Menifee, to the County of Riverside; and
2. Authorize the Chairman of the Board of Supervisors to execute the Memorandum of Understanding

**BACKGROUND:
Summary**

(Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 11, 2014
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3-8 of 12/03/13; 3.113 of 6/28/11

District: 3/5, 5/5

Agenda Number:

3-14

FORM APPROVED BY COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE: 1-30-14

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Perris Valley Aquatic Center (also referred to as the Perris/Menifee Aquatic Regional Facility) – Memorandum of Understanding by and Between the County of Riverside and the City of Menifee for Use of Existing Developer Contributions, Districts 3 and 5, [\$0]

DATE: January 30, 2014

Page 2 of 2

BACKGROUND:

Summary

On June 28, 2011, the Board of Supervisors approved a total project budget of \$25,000,000 and the design-build agreement between the County of Riverside and TB Penick and Sons, Inc. for the design and construction of the Perris Valley Aquatic Center (PVAC).

On July 2, 2013, in an effort to assist the County of Riverside (County), the City of Menifee (City) authorized the City Manager to execute a Memorandum of Understanding (MOU) to approve the transfer of \$200,000 in existing developer contributions, including any interest, to the County. These developer contributions were previously collected by the County, and subsequently transferred to the City upon incorporation.

The developer contributions were originally intended to be used by City for a regional aquatics facility which was never built. City has determined that PVAC meets all the necessary criteria for the use of these funds and fits the original intent of such funds at the time they were collected by the County.

The funds will be used to support the remaining construction including, but not limited to the purchase of furniture, fixtures, and equipment to be used by the Riverside County Park and Open Space District (District), who will operate and maintain the facility. A lease agreement between County and District was approved by the Board of Supervisors on December 3, 2013.

Impact on Residents and Businesses

The execution of the Memorandum of Understanding will not have a direct impact on residents and businesses. PVAC will provide a needed recreational amenity to the area for social, health and welfare benefits and will assist in the elimination of blighting conditions within the area. It will provide a large number of full-time jobs and foster economic development in the cities of Perris and Menifee, and the surrounding community of Romoland.

Additional Fiscal Information

City shall transfer to County a total amount of \$200,000 in existing developer contributions including any interest, to be used to support the construction of PVAC including, but not limited to the purchase of furniture, fixtures, and equipment.

Attachment:

Memorandum of Understanding By and Between the County of Riverside and the City of Menifee

1 **MEMORANDUM OF UNDERSTANDING**
2 **BY AND BETWEEN THE**
3 **CITY OF MENIFEE AND THE COUNTY OF RIVERSIDE FOR USE OF**
4 **EXISTING DEVELOPER CONTRIBUTIONS TO SUPPORT THE**
5 **PERRIS/MENIFEE AQUATICS REGIONAL FACILITY (ALSO REFERRED TO AS**
6 **THE PERRIS VALLEY AQUATIC CENTER)**

7 THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as
8 "MOU") is entered by and between the City of Menifee (hereinafter referred to as
9 "CITY") and the County of Riverside (hereinafter referred to as "COUNTY") for use of
10 existing Developer Contribution Funds to support the Perris/Menifee Aquatics
11 Regional Facility (hereinafter referred to as "PROJECT") as of the Effective Date.

12 **WITNESSETH**

13 **WHEREAS**, the COUNTY has determined that there is a great need to provide
14 a recreational amenity such as an aquatic center in the Perris/Menifee Area;

15 **WHEREAS**, the COUNTY is the owner of certain real property, commonly
16 known as the Perris/Menifee Aquatics Regional Facility, with Assessor's Parcel
17 Number 327-190-029, and is located on the 12 western acres of the 22-acre parcel
18 which lies on Trumble Road between Vista and the Perris Valley Big League Dreams
19 Sports Park in the Perris/Menifee Area;

20 **WHEREAS**, the COUNTY entered into a design/build agreement with T.B.
21 Penick & Sons, Inc on June 28, 2011 for the design and construction of the
22 Perris/Menifee Aquatics Facility;

23 **WHEREAS**, the PROJECT is currently under construction and is scheduled to
24 be complete in early 2014;

25 **WHEREAS**, the CITY, through Minute Order 12.3 of the July 2, 2013 City of
26 Menifee City Council Meeting (EXHIBIT "A"), has authorized the City Manager to
27 execute this MOU which will approve the use by the COUNTY of \$200,000 in existing
28 developer contributions including any interest, that were once collected by the
COUNTY and transferred to the CITY at its incorporation;

1 **WHEREAS**, the developer contributions collected by the COUNTY were
2 intended to be used for a regional aquatics facility; and

3 **WHEREAS**, although the intended facility was never built, the CITY has
4 determined the current PROJECT meets all the criteria necessary for the use of these
5 funds.

6 **NOW, THEREFORE**, based upon the covenants, conditions, provisions, and
7 mutual promises contained herein, the parties agree as follows:

8
9 **SECTION I:** CITY shall:

10 1. Transfer to COUNTY a total amount of two hundred thousand dollars
11 (\$200,000) in existing developer contributions including any interest, to be used to
12 support the construction of the PROJECT within 10 business days from the Effective
13 Date of this MOU.

14
15 **SECTION II:** COUNTY shall:

16 1. Use the funds solely for the construction of the PROJECT including, but not
17 limited to the purchase of any furniture, fixtures and equipment required to operate
18 the facility.

19
20 **SECTION III:** It is further mutually agreed:

21 1. **Contact Persons.** Any and all notices sent or required to be sent under this
22 MOU shall be mailed to the following addresses:

23
24 **COUNTY:** Dominick Lombardi, Facilities Project Manager III
25 Riverside County Economic Development Agency
26 3403 Tenth Street, Suite 400
27 Riverside, CA 92501
28 (951)955-6622 Phone
 (951)955-4890 Fax

1 **CITY:** Terri Willoughby, Finance Director
2 City of Menifee
3 29714 Haun Road, Menifee, CA 92586
4 (951)639-1368 Phone
5 (951)679-3843 Fax

6 **2. Conflict of Interest.** No member, official or employee of COUNTY or CITY
7 shall have any personal interest, direct or indirect, in this MOU nor shall any such
8 member, official or employee participate in any decision relating to this MOU which
9 affects his or her personal interest or the interests of any corporation, partnership or
10 association in which he or she is directly or indirectly interested.

11 **3. Interpretation and Governing Law.** This MOU and any dispute arising
12 hereunder shall be governed and interpreted in accordance with the laws of the State
13 of California. This MOU shall be construed as a whole according to its fair language
14 and common meaning to achieve the objectives and purposes of the parties hereto,
15 and the rule of construction to the effect that ambiguities are to be resolved against
16 the drafting party shall not be employed in interpreting this MOU, all parties having
17 been represented by counsel in the negotiation and preparation hereof.

18 **4. No Third-Party Beneficiaries.** This MOU is made and entered into for the
19 sole protection and benefit of the parties hereto. No other person or entity shall have
20 any right of action based upon the provisions of this MOU.

21 **5. Indemnification.** Except as to any legal challenge or claim brought by any
22 person or entity questioning the use of these funds for the purposes set forth herein
23 that is the subject of this MOU: (i) CITY shall indemnify and hold COUNTY, its officers,
24 agents and employees free and harmless from liability to any person or entity not a
25 party to this MOU from any damage, loss or injury to person and/or property which
26 primarily relates to or arises from the negligence or willful misconduct of the CITY, its
27 officers, agents, or employees in the execution or implementation of this MOU; (ii)
28 COUNTY shall indemnify and hold CITY, its officers, agents, or employees free and

1 harmless from any person or entity not a party to this MOU from any damage, loss or
2 injury to person and/ or property which primarily relates to or arises from the
3 negligence or willful misconduct of COUNTY, its officers, agents, or employees in the
4 execution or implementation of this MOU.

5 **6. Section Headings.** The Section headings herein are for the convenience of
6 the parties only and shall not be deemed to govern, limit, modify or in any manner
7 affect the scope, meaning or intent of the provisions or language of this MOU.

8 **7. Compliance with Laws and Regulations.** By executing this MOU,
9 COUNTY and CITY agree to comply with all applicable federal, state and local laws,
10 regulations and ordinances.

11 **8. Assignment and Modification.** This MOU shall not be assigned, amended
12 or modified without prior written approval of the COUNTY and CITY.

13 **9. Waiver.** Failure by a party to insist upon the strict performance of any of the
14 provisions of this MOU by the other party, or the failure by a party to exercise its rights
15 upon the default of the other party, shall not constitute a waiver of such party's right to
16 insist and demand strict compliance by the other party with the terms of this MOU
17 thereafter.

18 **10. Severability.** Each paragraph and provision of this MOU is severable from
19 each provision, and if any provision or part thereof is declared invalid, the remaining
20 provisions shall remain in full force and effect.

21 **11. Authority to Execute.** The persons executing this MOU or exhibits
22 attached hereto on behalf of the parties to this MOU hereby warrant and represent
23 that they have the authority to execute this MOU and warrant and represent that they
24 have the authority to bind the respective parties to this MOU to the performance of its
25 obligations hereunder.

26 **12. Amendments and Modifications.** It is agreed that the rights, interests,
27 understandings, agreements and obligations of the respective parties pertaining to the
28 subject matter of this MOU may not be amended, modified or supplemented in any

1 respect except by a subsequent written instrument evidencing the express written
2 consent of each of the parties hereto and duly executed by the Parties.

3 **13. Effective Date:** The Effective Date shall be the date approved by the
4 Board of Supervisors for COUNTY.

5 **14. Entire MOU.** This MOU is intended by the Parties hereto as a final
6 expression of their understanding with respect to the subject matter hereof and as a
7 complete and exclusive statement of the terms and conditions thereof and supersedes
8 any and all prior and contemporaneous agreements and understandings, oral or
9 written, in connection therewith. Any amounts to or clarification necessary to this
10 MOU shall be in writing and acknowledged by all parties to the MOU.

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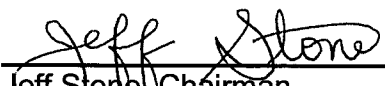
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IN WITNESS WHEREOF, COUNTY and CITY have caused their duly authorized representatives to execute this MOU as of the date first written.

COUNTY OF RIVERSIDE

CITY OF MENIFEE



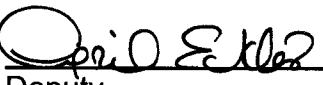
Jeff Stone, Chairman
Board of Supervisors



Robert Johnson
City Manager

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

ATTEST:




Deputy



Kathy Bennett, City Clerk

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

APPROVED AS TO FORM:



Anita C. Willis, Assistant



Julie H. Biggs, City Attorney

EXHIBIT "A"

City of Menifee City Council Meeting Minutes July 2, 2013

1. CALL TO ORDER

Mayor Mann called the meeting to order at 7:01 p.m.

2. ROLL CALL

Present were: Mayor Scott Mann, Deputy Mayor Wallace Edgerton, Councilmember Greg August, Councilmember Tom Fuhrman, (Councilmember John Denver absent - vacation), Interim City Manager Robert Johnson, City Attorney Julie Hayward Biggs, City Clerk Kathy Bennett, Director of Public Works Jonathan Smith, Director of Finance Terri Willoughby, Administrative Services Director Julie Woodruff, Economic Development Director Jeff Wyman, and approximately 50 members of the public.

3. INVOCATION – Pastor Jim Edwards, Revival Christian Fellowship

4. FLAG SALUTE - Councilmember August led the salute and noted his sincere condolences for the firefighters lost in Arizona.

5. PRESENTATIONS

5.1. Introduction of Miss Menifee Court for 2013 and Certificates of Appreciation for 2012 Miss Menifee Court and Presentation to City of American Flag Flown in Afghanistan

Mayor Mann offered certificates to the 2012 court and introduced the 2013 court and accepted the flag flown over the base in Afghanistan. Mayor Mann accepted an American flag flown over an American base in Afghanistan.

5.2. Proclamation naming August as Toastmasters International Awareness Month

Mayor Mann congratulated the incoming 2013 court and offered proclamations to be given to the 2012 court.

6. APPROVAL OF MEETING MINUTES

6.1. Minutes of June 18, 2013

Councilmember Fuhrman moved approval of the Minutes of June 18, 2013. The motion was seconded by Deputy Mayor Edgerton and passed on a unanimous vote of those Councilmembers present.

7. AGENDA APPROVAL OR MODIFICATION

City Clerk noted

The agenda was approved as posted.

8. PUBLIC COMMENTS

Louis Mazej – supports the monument signs the City plans for the Sun City Community and the sign on the 215 but also suggests a naming policy for buildings to include the name of the City.

Katie Minnear – asked why the City is not using current EIR's on projects as some are old and wondered about the cost of Measure C and asked why there was no event at the Wooden Nickel Ranch for the anniversary of the Gettysburg battle, and why the money was paid for permits by the homeless veterans who could not afford it and then not held.

Mayor Mann noted the homeless vets did not pay for the money and the costs of the permitting were in excess of the deposit and the event was not able to be held on the property.

9. COUNCILMEMBER UPDATES AND COMMENTS

Deputy Mayor Edgerton congratulated Jonathan Smith and Julie Woodruff on the title changes with their positions.

Councilmember Fuhrman detailed the battle of Gettysburg and noted it is the 150th birthday of that event.

Councilmember Fuhrman noted that he has been asking Council to make it easier for the rural people and others to do business and use their land for business if they wish and he would like to see the provisions modified to allow for that. He asked Council to tell Code Enforcement to forgo any cases until 2014.

Mayor Mann noted that Councilmember Fuhrman asked to have this item returned for review and it is scheduled to return for discussion by Council, and no decisions can be made on an item that is not properly agendized.

Mayor Mann noted he spoke to the residents of Sun Meadows. He also reported on attending the Chamber of Commerce installation dinner and complimented staff on the work done for a successful State of the City event.

10. CONSENT CALENDAR

- 10.1. Waiver of Reading in Full of All Ordinances Listed on this Agenda and Provide that they be Read by Title Only
- 10.2. Warrant Register
- 10.3. Proclamation Naming August as Spinal Muscular Atrophy Awareness Month through the Muscular Dystrophy Association
- 10.4. Approve Amendments to Agreements with Tri Lake Consultants and Hartzog & Crabill, Inc. for Adjustments to 2012-13 Allocated Amounts
- 10.5. Approve Replacement and Reduction Agreements and Bonds for Construction of Street and Drainage, Water and the Placement of Survey Monuments for TR 30664 "Gallery Oaks" Project
- 10.6. Adopt Resolutions 13-324 Ordering Preparation of Engineer's Report Regarding Proposed Assessments to be Levied and Collected for Fiscal Year 2013-13 for Landscape and Lighting Maintenance District 89-1 Zones as noted and Resolution No. 13-325 Setting the Time and Place for the Public Hearing for Landscape and Lighting District No. 89-1 Annual Charges for Zones as listed and Authorize County of Riverside to Administer the Landscaping and Lighting Maintenance District No. 89-1

Councilmember Fuhrman pulled Item 10.6 for separate discussion.

Councilmember Fuhrman moved approval of the balance of the Consent Agenda. The motion was seconded by Deputy Mayor Edgerton and approved on a unanimous roll call vote of those Councilmembers present.

10.6 – Councilmember Fuhrman asked where he could find the funds involved in the installation and maintenance of trails in the report for the Annual Landscape and Lighting Maintenance District. The Clerk noted the details will be presented at the upcoming public hearing and this item is only to set the hearing and order preparation of those reports. Councilmember Fuhrman moved approval of Item 10.6, the motion was seconded by Deputy Mayor Edgerton and passed on a unanimous roll call vote of those Councilmembers present.

11. PUBLIC HEARINGS

- 11.1. Public Hearing – Adopting a Negative Declaration and Introduction of Ordinance No. 2013-119 Amending Chapter

9.3 "Detached Accessory Buildings" of the Menifee Municipal Code to Include Underground Storage Facilities and Bunkers

Mayor Mann asked for a staff report and the City Attorney described the presented changes in the City's code. She noted it covered permit information for underground storage facilities and car ports as well. She noted that it set standards except there is no maximum size shown for bunkers.

Mayor Mann opened the public hearing at 7:35 p.m. He asked if the notice was properly published and the Clerk noted it was legally published and no further correspondence had been received. No speakers came forward to testify on the matter and the Mayor closed the public hearing at 7:36 p.m.

Councilmember Fuhrman moved to adopt the Negative Declaration. Deputy Mayor Edgerton seconded the motion and it passed on a unanimous roll call vote of those Councilmembers present.

Councilmember Fuhrman moved to introduce Ordinance No. 2013-119 Amending Chapter 9.3 of the Menifee Municipal Code regarding Detached Accessory Buildings to Include Underground Storage Facilities and Schedule for Second Reading and Adoption on July 16, 2013. The motion was seconded by Councilmember August and approved on a unanimous vote of those Councilmembers present.

11.2. Public Hearing to Establish FY 2013/14 Community Service Area (CSA) Charges within the City

Finance Director Willoughby offered a staff report on the Annual Charges for CSA.

Mayor Mann called for questions from Council, and then asked staff to return with an update on the reserve balance for CSA 86.

Mayor Mann opened the public hearing at 7:40 p.m. No public testimony was presented. Mayor Mann closed the public hearing at 7:40 p.m.

Councilmember Fuhrman moved to adopt Resolution No. 13-330 to Establish CSA Charges for FY 2013/14. The motion was seconded by Deputy Mayor Edgerton and passed on a unanimous roll call vote of those Councilmembers present.

12. DISCUSSION ITEMS

12.1. Award of Bid and Approve Agreements for the Newport Road Widening (Antelope to Menifee) CIP #01-13, and Increase Budget

Interim Manager Johnson noted that this is a major project for the City of Menifee and is well ahead of schedule. He asked Director Smith to introduce the presenter for the details of the proposed project. Engineering staff Crystal Nguyen noted the details of the bid and recommended award of bid. She noted the start date for the project is set for August 5, 2013.

Deputy Mayor Edgerton moved to award the bid for project to lowest responsible bidder, Griffith Company in amount of \$2,967,812 and authorize the City Manager to approve change order(s) necessary not to exceed 10% of contract amount. Councilmember August seconded the motion and it was approved on a unanimous roll call vote of those Councilmembers present.

Deputy Mayor Edgerton moved to approve the agreement with Dudek for Construction Management and Inspection Services for \$165,650 and authorize the City Manager to approve change order(s) for the unanticipated additional expenditures necessary not to exceed 10% of the contract amount. The motion was seconded by Councilmember August and passed on a unanimous roll call vote of those Councilmembers present.

Deputy Mayor Edgerton moved to approve the agreement with Aragon Geotechnical, Inc. for Geotechnical Services in amount of \$44,526 and authorize the City Manager to approve change order(s) for additional expenditures necessary not to exceed 10% of the contract amount. The motion was seconded by Councilmember August and approved on a unanimous vote of those Councilmembers present.

Deputy Mayor Edgerton moved to increase the budget in the City's Development Impact Fee Area Plan 17 – Traffic Signal fund by \$306,000 in an account to be assigned by the City's Finance

Department. The motion was seconded by Mayor Mann and approved on a unanimous roll call vote of those Councilmember's present.

Councilmember Fuhrman moved to increase the budget for the Newport Road Widening Project Account in the City's Measure "A" Fund by \$347,357. The motion was seconded by Deputy Mayor Edgerton and approved on a unanimous roll call vote of those Councilmembers present.

12.2. Menifee Road Cooperative Agreement, Credit Agreement, Lien in Lieu Agreements and Increase Estimated Revenues and Expenditure Budget

Interim Manager Johnson introduced Council Executive Consultant Shawn Nelson who presented the details of the project and items involved in the staff report and answered questions of Council.

Deputy Mayor Edgerton moved to approve the Cooperative Agreement between the City of Menifee and Eldorado Venture LLLP for Menifee Road and Drainage Improvements. The motion was seconded by Councilmember August and passed on a unanimous roll call vote of those Councilmembers present.

Deputy Mayor Edgerton moved to approve the TUMF Credit Agreements between the City of Menifee and Eldorado Venture LLLP. The motion was seconded by Councilmember Fuhrman and passed on a unanimous roll call vote of those Councilmembers present.

Councilmember Fuhrman moved to approve the substitution of Performance Bonds to Lien in Lieu Agreements with Eldorado Venture LLLP. Deputy Mayor Edgerton seconded the motion and it passed on a unanimous roll call vote of those Councilmembers present.

Councilmember August moved to approve an increase in the estimated revenues from Transportation Uniform Mitigation Fees (TUMF) as outlined in the letter from Western Riverside Council of Governments (WRCOG), and a corresponding increase in the expenditure budget of the Capital Project Fund, in a project account to be assigned by the Finance Department. The motion was seconded by Deputy Mayor Edgerton and passed on a unanimous roll call vote of those Councilmembers present.

12.3. Authorize Staff to Prepare a Memo of Understanding with the County of Riverside to Use \$200,000 in Existing Developer Contributions for the Regional Aquatics Facility and Authorize City Manager to Execute the Memorandum of Understanding on Behalf of the City

Discussion was held regarding the use of the funds that came to the City from prior to incorporation for a regional aquatics center. Mayor Mann thanked Councilmembers Denver and August for meeting on an ad hoc committee to research and discuss the recommended use of these funds.

Councilmember Fuhrman moved approval of the committee recommendation to prepare a Memorandum of Understanding with the County of Riverside to Use \$200,000 in existing developer contributions including any interest, and authorize the City Manager to execute the MOU on behalf of the City. The motion was seconded by Councilmember August and approved on a unanimous roll call vote of those Councilmembers present.

12.4. Discussion for Possible Action to Change Regular Council Meeting Dates

Council discussed various options including the first and third Wednesday of the month.

Deputy Mayor Edgerton moved to have staff prepare necessary documents to return July 16, 2013 to formalize moving the regular meeting of City Council to the first and third Wednesdays of every month. Councilmember August seconded the motion and it passed on a unanimous vote of those Councilmembers present.

Mayor Mann suggested that a trial period through the end of the calendar year could be arranged with the item reviewed at the annual reorganizational meeting in December.

13. CITY ATTORNEY REPORTS

City Attorney Biggs reported that the discussion about the Home Occupation ordinances could be returned at the first meeting of August as the agenda for July 16, 2013 is large. Mayor Mann agreed to the first meeting of August is appropriate.

14. CITY MANAGER REPORTS

Interim Manager Johnson announced the appointment of Julie Woodruff and Jonathan Smith to the new titles and congratulated them. He noted that the Independence Day event was a good event with projection of 15,000 attendees. He thanked the staff who volunteer for the event.

15. FUTURE AGENDA REQUESTS FROM COUNCILMEMBERS

Councilmember Fuhrman thanked Mayor Mann for the privilege of the floor but said he is bothered by some things. He said he is the captain of a boat in limbo and that he represents 200 rural property owners who want to use their land for business and that he has a right to speak for his constituents.

Councilmember August asked for a report to be prepared to update Council on the signage possibilities of freeway signage on the 215 north and south showing information about Sun City. Councilmember August also asked for Ordinance 2009-22 dealing with Farmer's Markets descriptions, conditions and regulations be returned to Council for consideration in order to help save an important weekly event in Sun City. He asked the staff work with the representatives of the Farmers Market and center where it is held.

Interim City Manager Johnson asked Director Smith to report on the possibility of the I 215 signage for Sun City. Director Smith reported that he had been in touch with Cal Trans, and regardless of what the City had been told before there is a possibility for such signage and he is working through the process and will report as he learns of the possibilities and update at the next Council meeting.

Mayor Mann asked the City Attorney to return to Council with a list of the ordinances that are returning to the Council and allow discussion of priority of the return of those ordinances to the Council. City Attorney Biggs agreed she would make a list and return to Council for a report on that consideration.

16. ADJOURN

Mayor Mann adjourned the meeting at 8:29 p.m. in honor and memory of the nineteen firefighters killed in Arizona.



Kathy Bennett, City Clerk

CITY OF MENIFEE

AUTHORIZE STAFF TO PREPARE A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF RIVERSIDE FOR USE OF EXISTING DEVELOPER CONTRIBUTIONS OF \$200,000 PLUS INTEREST TO SUPPORT THE PERRIS/MENIFEE AQUATICS REGIONAL FACILITY AND AUTHORIZE THE CITY MANAGER TO SIGN THE MOU ON BEHALF OF THE CITY

MEETING DATE: July 2, 2013

TO: Mayor and City Council

PREPARED BY: Kathy Bennett, City Clerk *KB*

REVIEWED BY: Robert A. Johnson, Interim City Manager *RJ*

SUBJECT: Authorize Staff to Prepare a Memorandum of Understanding with the County of Riverside for Use of Existing Developer Contributions of \$200,000 plus interest to Support the Perris/Meniffee Aquatics Regional Facility and Authorize the City Manager to Sign on behalf of the City

RECOMMENDED ACTION

1. Authorize staff to prepare an agreement with the County of Riverside to approve use of existing Developer Contributions of \$200,000 plus interest to support the Perris/Meniffee Aquatics Regional Facility.
2. Authorize the City Manager to sign the MOU on behalf of the City.

DISCUSSION

Recently the Aquatics Ad Hoc committee met and reported at the June 18, 2013 meeting, asking for a report to approve funding the Perris/Meniffee Aquatics Regional Facility with existing developer contributions that were transferred from the County and existed prior to the City's incorporation. The committee members noted that the use of the funds fit the original intent for such funds when they were collected by the County and, although the originally planned facility was not built, the facility that was constructed meets all the criteria necessary for the use of these funds.

An agreement can be prepared with the County of Riverside and signed by the City Manager.

FISCAL IMPACT

None.

ATTACHMENTS

None.