CITY COUNCIL/CEMETERY DISTRICT - REGULAR MEETING

WEDNESDAY, AUGUST 13, 2025

Closed Session: 4:00 PM | Regular Session 6:00 PM

COUNCIL CHAMBERS 23873 CLINTON KEITH ROAD SUITE 106 WILDOMAR, CA 92595

Ashlee DePhilippo - Mayor/ Chair | District 5
Carlos Marquez - Mayor Pro Tem/ Vice Chair | District 1
Bridgette Moore - Council Member/ Trustee | District 4
Joseph Morabito - Council Member/ Trustee | District 3
Dustin Nigg - Council Member/ Trustee | District 2

Chris Mann, Interim City Manager/General Manager
Thomas D. Jex, City Attorney/District Counsel

The City of Wildomar will be a Safe and Active Community with Responsible Growth and Quality Infrastructure while keeping a Hometown Feel

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

CALL TO ORDER – CLOSED SESSION - 4:00 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION
Presented By: Thomas D Jex, City Attorney

RECOMMENDATION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)
In re: Purdue Pharma L.P., et al., Debtors (Chapter 11), U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649

3. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

CALL TO ORDER – REGULAR SESSION - 6:00 P.M.

ROLL CALL
Council discussion and determination on whether an absence is excused.

FLAG SALUTE

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Recognizing Wildomar Heroes

DEPARTMENT REPORTS

Police Department Quarterly Update

RECOMMENDATION:
Receive the quarterly update for April - June, 2025.

Fire Department Quarterly Update

Presented By: Chief Dustin Reed, Fire Department

RECOMMENDATION:
Receive the quarterly update for April - June 2025.

Wildomar Library Quarterly Update

Presented By: Sandra Brautigam, City Clerk's Office

RECOMMENDATION:
Receive the quarterly update for April - June, 2025.

Public Works/Engineering Department Quarterly Report

Presented By: Jason Farag, Public Works/ Engineering Department

RECOMMENDATION:
Receive and file the Public Works/Engineering Department Quarterly Report.

PUBLIC COMMENTS

*This is the time when the Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.*

APPROVAL OF THE AGENDA AS PRESENTED

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

1. CONSENT CALENDAR

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

1.1 Minutes - July 9, 2025 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

1.2 July 2025 City Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 7-1-2025 in the amount of $73,904.00.
2. Warrant Register dated 7-3-2025 in the amount of $1,050,067.94.
3. Warrant Register dated 7-10-2025 in the amount of $210,192.84.
4. Warrant Register dated 7-17-2025 in the amount of $149,511.54.
5. Warrant Register dated 7-24-2025 in the amount of $760,969.84.
6. Warrant Register dated 7-29-2025 in the amount of $4,147.08.
7. Warrant Register dated 7-31-2025 in the amount of $268,171.82.
8. Wire Transfer Register dated 7-31-2025 in the amount of $91,282.93.
9. Payroll Register dated 8-1-2025 in the amount of $728,932.76.

1.3 June 2025 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for June 2025.

1.4 Development Code Amendment No. 2025-01 (Cannabis) - Second Reading and Adoption of an Ordinance No. 252 revising Title 17 (Development Code) of the Wildomar Municipal Code
Location: Citywide
Presented By: Robert Flores , Planning Department

RECOMMENDATION:
1. Determine that Development Code Amendment No. 2025-01, and its adopting Ordinance No. 252, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Conduct a second reading by title only and adopt Ordinance No. 252 amending Title 17 (Development Code) of the Wildomar Municipal Code, as entitled:

ORDINANCE NO. 252
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-01 AMENDING VARIOUS CHAPTERS OF THE WILDOMAR MUNICIPAL CODE RELATED TO CANNABIS BUSINESSES

1.5 Adoption of the City of Wildomar Employer-Employee Relations Resolution
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO 2025.-___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

1.6 TUMF Improvement and Credit/Reimbursement Agreement for Tract No. 37156 (Camelia Townhomes)
Location: East Side of Palomar Street Immediately North of the Wildomar/Murrieta Border
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Interim City Manager to execute the Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit/Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) and KB Cal Management Services, LLC, for the Camelia Townhomes Project.

1.7 Funding Agreements with the Riverside County Transportation Commission for the Mission Trail/Sedco and Palomar Street Sidewalk, Bike Lanes, and Multi-Purpose Trail Projects

Location: Mission Trail (Elberta Ave to Malaga Road) and Palomar Street (Clinton Keith Road to Harwood Lane)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Accept $726,000 from the Riverside County Transportation Commission (RCTC) in SB 821 Bicycle and Pedestrian Facilities Program funding for the Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) from Elberta Ave to Malaga Road (CIP 044-3).

2. Approve a supplemental appropriation in the amount of $726,000 and increase projected revenues in the amount of $726,000 in TDA Fund 202 for CIP 044-3 in FY 2025/26.

3. Accept $525,235 from the Riverside County Transportation Commission (RCTC) in SB 821 Bicycle and Pedestrian Facilities Program funding for the Palomar Street Sidewalk, Trail, and Bike Lanes Project (Phase 3) from Clinton Keith Road to Harwood Lane (CIP 028-3).

4. Authorize the Interim City Manager to execute Funding Agreements No. 21-62-117-00 and 21-62-118-00 with RCTC.

1.8 Construction Contract Award - Catch Basin Filter Retrofit Project (CIP 091)

Location: Various Maintenance District Zones Citywide (LLMD 89-1C Zones 52, 59, 62, and 67)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the Interim City Manager to execute a construction contract with Storm Drain Innovate Solutions Inc. (SWIS) in the amount of $299,000.46 for the Catch Basin Filter Retrofit Project (CIP 091) (Project) and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $29,900 (contingency).

3. Approve a supplemental appropriation for Fund 601 (LLMD) to add $75,000 in expenditures for the Project.

4. Make a finding that the Catch Basin Filter Retrofit Project, CIP 091, is exempt from the provisions of the California Environmental Quality Act (CEQA) and Multiple Species Habitat Conservation Plan (MSHCP) fees.

1.9 First Amendment to Cooperative Agreement with WRCOG and RCTC for the Bundy Canyon Rd./Wildomar Trail Interchange Improvement Projects (CIP 070/074)
Location: Wildomar Trail at I-15, Bundy Canyon Rd. at I-15
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Interim City Manager to execute Amendment No. 1 to Cooperative Agreement between RCTC, City of Wildomar, and WRCOG for the Bundy Canyon Rd./Wildomar Trail Interchange Improvement Projects

1.10 Sole Source Agreement for Professional Services with Hinderliter Dellamas & Associates (HdL) for Business Registration Management and Administration
Presented By: Kimberly Davidson , Economic Development Department

RECOMMENDATION:
Authorize the Interim City Manager to execute a sole source Agreement for Professional Services with HdL Software LLC.

1.11 Modifying the Schedule and Requirements for Wildomar Cemetery District Board Meetings
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2025-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA MODIFYING THE SCHEDULE AND REQUIREMENTS FOR WILDOMAR CEMETERY DISTRICT BOARD MEETINGS

1.12 Fifth Amendment to Agreement with RRM Design Group, Inc., for the 27-Acre Park Project (CIP 062-1)
Location: Northeast Corner of La Estrella Street and Susan Drive (APN: 376-350-009 and 376-350-017)
Presented By: Cameron Luna , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Interim City Manager to execute the Fifth Amendment to the Agreement with RRM Design Group for the 27-Acre Park Project for an amount not to exceed $108,296.

2. PUBLIC HEARINGS

2.1 **Development Code Amendment No. 2025-04 (Gas Stations, Car Washes, and Storage Uses) - Introduce Ordinance No. ____ revising Title 17 (Development Code) of the Wildomar Municipal Code**
Location: Citywide
Presented By: Robert Flores , Planning Department

RECOMMENDATION:
1. Determine that Development Code Amendment (DCA) No. 2025-04, and associated Ordinance No. [next in order], is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. Introduce Ordinance No. ___ and conduct the first reading by title only for ordinance, based on the necessary finding within, entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

3. Direct the City Clerk to schedule the second reading of Ordinance No. ____ at the next regular City Council meeting or as soon thereafter as feasible.

2.2 **General Plan Amendment No. 2025-01 (Safety Element) - Adoption of Resolution to incorporate the of 2022 LHMP into the Wildomar General Plan, Safety Element (Chapter 9)**
Location: Citywide
Presented By: Robert Flores , Planning Department

RECOMMENDATION:
1. Determine that General Plan Amendment No. 2025-01, and associated resolution, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Adopt a Resolution approving General Plan Amendment No. 2025-01 to adopt and incorporate by reference the 2022 Wildomar Local Hazard Mitigation Plan into the Safety Element, based on necessary findings within, and entitled:

RESOLUTION NO. 2025 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 2025-01 AND INCORPORATING BY REFERENCE THE 2022 WILDOMAR LOCAL HAZARD MITIGATION PLAN INTO THE WILDOMAR GENERAL PLAN, SAFETY ELEMENT

2.3 **Adoption of Revised Fire Safety and Prevention Fee Schedule**
Presented By: Paul Leach , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULE OF USER FEES FOR FIRE SAFETY AND PREVENTION

3. GENERAL BUSINESS

3.1 **Amendment to the City of Wildomar Personnel Rules and Regulations, Update to the Citys Harassment, Discrimination, and Retaliation Prevention Policy, and Adoption of a Drug- and Alcohol-Free Workplace Policy**
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO 2025 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISION OF THE CITY'S PERSONNEL RULES AND REGULATIONS, APPROVING THE UPDATE TO THE HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY, AND ADOPTING A DRUG- AND ALCOHOL-FREE WORKPLACE POLICY

3.2 **Addition of Fire Safety Specialist Position**
Presented By: Paul Leach , Fire Department

RECOMMENDATION:
Approve the addition of one Fire Safety Specialist to be provided through the Riverside County contract on behalf of the Fire Department.

3.3 **Proposed Amendments to Municipal Code 12.12.010 - City Parks and Open Space Areas**
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Discuss and provide direction regarding proposed amendments to Wildomar Municipal Code § 12.12.010

3.4 **League of California Cities Annual General Business Meeting Voting Delegate and Alternate(s)**
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
1. Ratify Council Member Morabito as the Voting Delegate, Council Member Moore as the Alternate and consider appointing one other Council Member as another alternate for the League of California Cities Annual General Business Meeting; and

2. Authorize staff to complete and submit the official Voting Delegate/Alternate form to the League of California Cities.

COUNCIL COMMUNICATIONS
1. Riverside Conservation Authority (RCA)
2. Riverside Transit Agency (RTA)
3. Riverside County Transportation Commission (RCTC)
4 League of California Cities
5. Southern California Association of Governments (SCAG)
6. Riverside County Habitat Conservation Agency (RCHCA)
7. Western Riverside Council of Governments (WRCOG)
8. Southwest Community Financing Authority (Animal Shelter)
9. Ad Hoc & Subcommittees
10. Community events
11. Regional events
12. Chamber of Commerce

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private and public roads - Marquez - Oct. 2025
2. Street Lighting Options for neighborhoods that don't currently have lighting - Marquez - In process
3. Discuss potential Public Safety Subcommittee - DePhillippo - TBD
~~4. Park Rental Policy - Morabito - Aug. 2025~~
5. Shed Setback from property line - DePhillippo - Oct. 2025
~~6. Collaboration with Native Plant Network - Marquez - Aug. 2025~~

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

Board discussion and determination on whether an absence is excused.

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 Minutes - July 9, 2025 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

4.2 July 2025 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 7-3-2025 in the amount of $352.83.
2. Warrant Register dated 7-10-2025 in the amount of $2,014.76.
3. Warrant Register dated 7-17-2025 in the amount of $150.08.
4. Warrant Register dated 7-24-2025 in the amount of $3,468.09.
5. Warrant Register dated 7-31-2025 in the amount of $7,026.16.

4.3 **June 2025 Cemetery Treasurers Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Staff recommend that the Board of Trustees approve the Treasurer's Report for June 2025.

5. CEMETERY PUBLIC HEARINGS
No items scheduled.

6. CEMETERY GENERAL BUSINESS
No items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

MEETINGS

Regular City Council Meetings are held on the 2nd Wednesday of every month at 6:00 P.M., except for January, where it is held on the 3rd Wednesday of the month, in the City Council Chambers, 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595.

VIEW THE MEETING

1. In Person | City Council Chambers 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595

2. Cable TV | Frontier Channel 36 or AT&T Channel 99

3. Watch Live | https://wildomar.gov/129/Agendas-Videos-Watch-Live | Click on the "Watch Live" Meeting Link.

PARTICIPATE IN THE MEETING

1. Fill out the speaker card located on the table near the entrance of the chambers.
2. Submit the speaker card to the City Clerk in the basket located at the front of the chambers.
3. When the City Clerk calls your name, please come up to the front podium.

During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. Public Comments are limited to (3) minutes or such other time as the Council may provide. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951-677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

REPORTS

All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: Wildomar.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available by appointment for public inspection at City Hall during regular business hours.

AFFIDAVIT OF POSTING

I, Janet Morales, Wildomar City Clerk, do certify that at least 72 hours prior to the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road; U.S. Post Office, 21392 Palomar Street; Wildomar Library, 34303 Mission Trail Blvd; and on the City's website at Wildomar.gov.

Janet Morales, CMC
City Clerk
Dated: August 8, 2025

CITY OF WILDOMAR
REGULAR MEETING
CLOSED SESSION

Meeting Date: August 13, 2025

SUBJECT: CLOSED SESSION

SUBMITTED BY: Thomas D Jex, City Attorney

ACTION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)
In re: Purdue Pharma L.P., et al., Debtors (Chapter 11), U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649

3. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

CITY OF WILDOMAR
REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: August 13, 2025

SUBJECT: Police Department Quarterly Update

ACTION:
Receive the quarterly update for April - June, 2025.

FISCAL IMPACT:
As this is only an update on activities, there is no fiscal impact.

ATTACHMENTS:
1. Apr _Jun Wildomar Stats Presentation2025

City of Wildomar

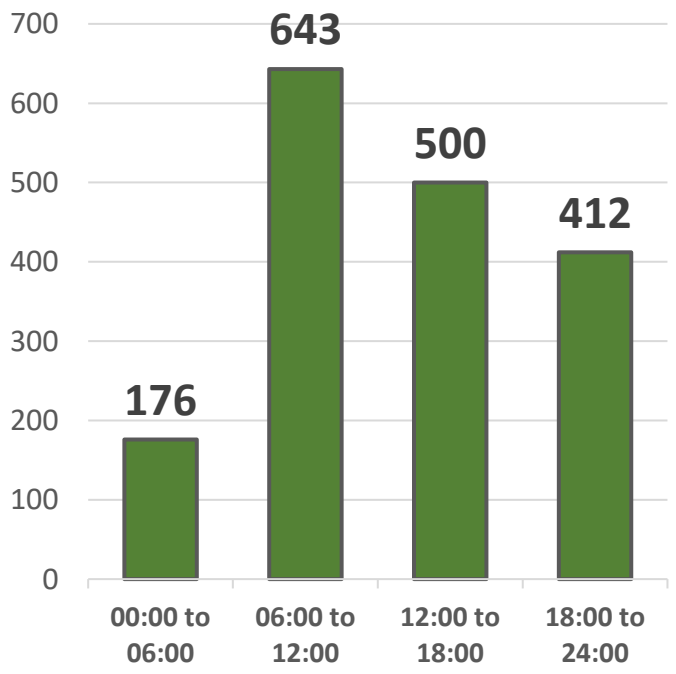
Stats

April to June 2025

Calls for Service

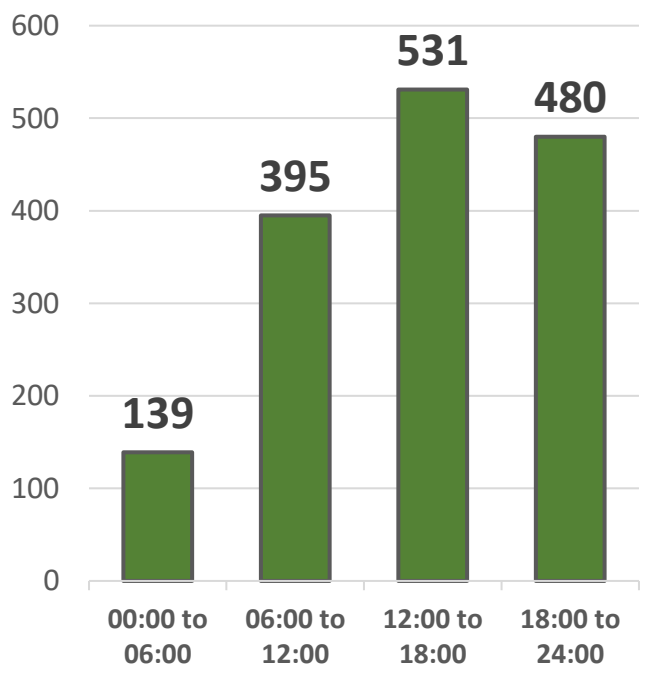
Apr – 1,731

Apr 2024– 1,235



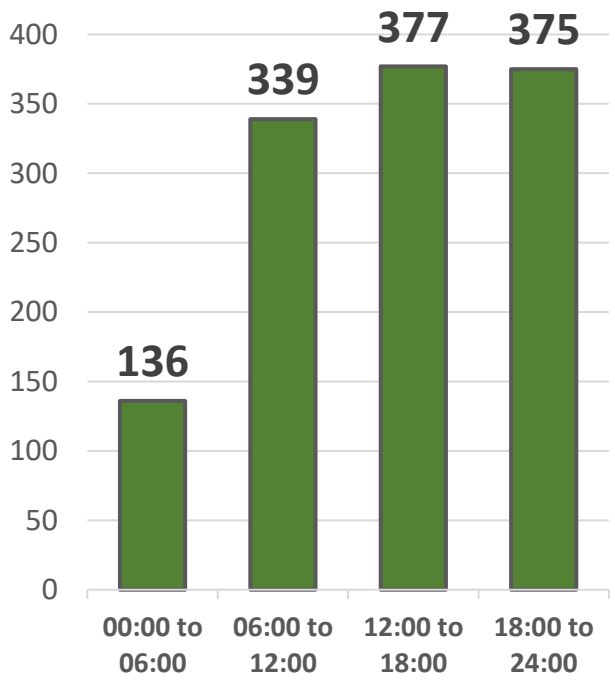
May – 1,545

May 2024– 1,250

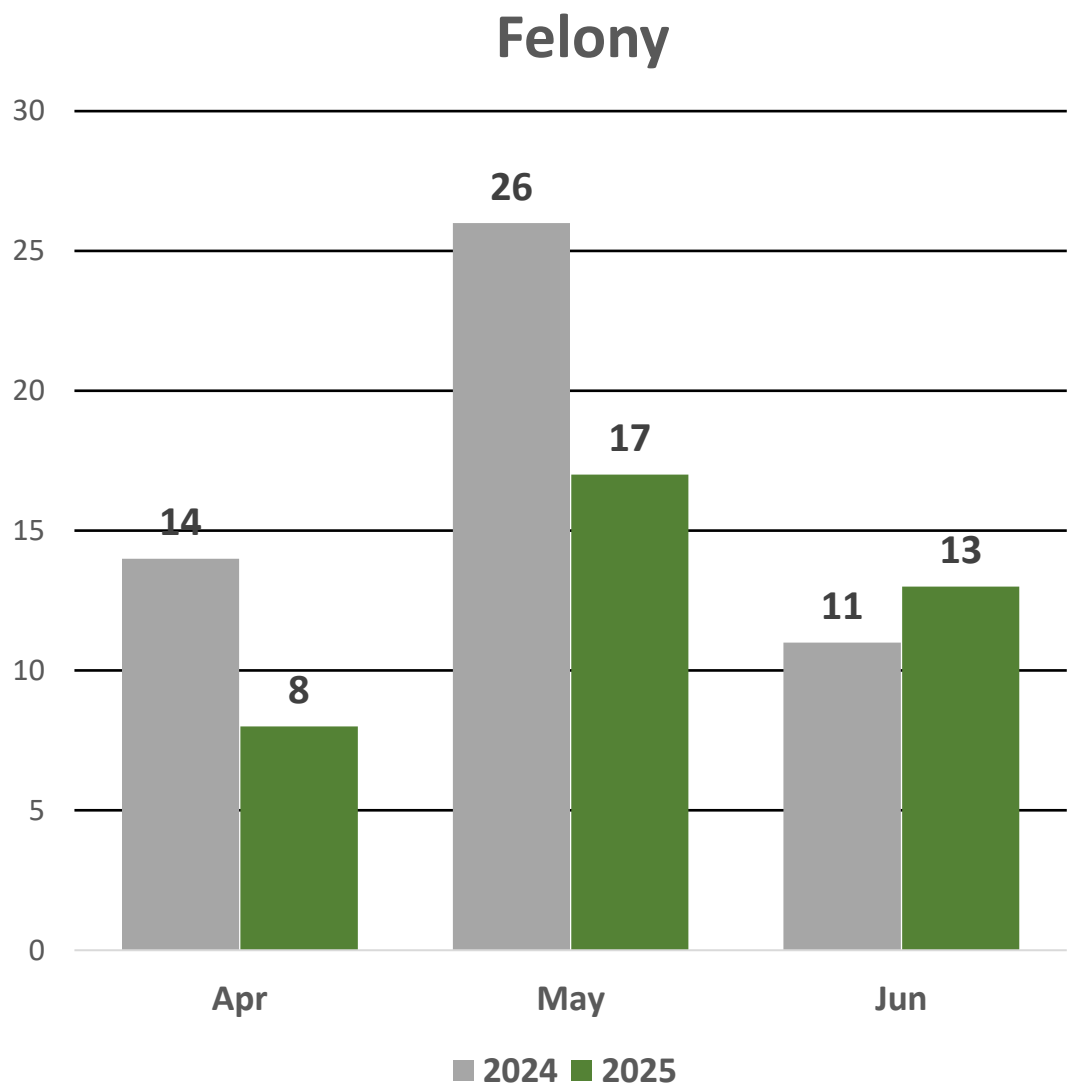


Jun – 1,227

Jun 2024 – 1,284



Arrests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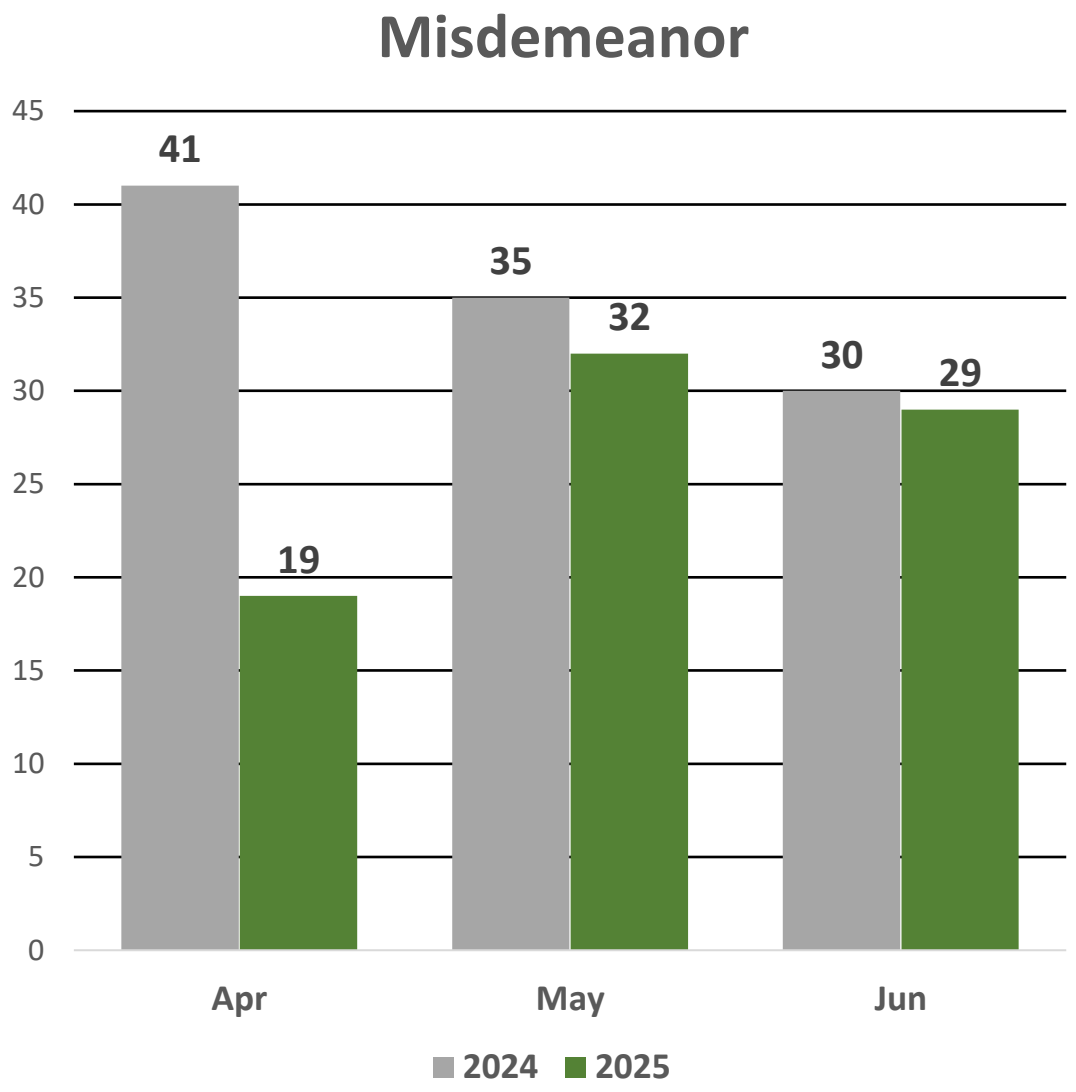
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Part 1 - Property & Violent Crimes

	Jan	Feb	Mar	Apr	May	Jun	6-Month 2025	6-Month 2024
Aggravated Assault	5	3	11	14	19	12	64	29
Robbery	2	2	2	0	0	0	6	2
Rape	3	2	1	0	0	0	6	1
Homicide	0	0	0	0	1	0	1	1
Burglary	15	13	3	6	3	2	42	33
Larceny	26	20	12	33	20	10	121	109
Veh Theft	13	4	8	3	7	2	37	39

Part 1 - Violent Crimes

	Apr		May		Jun	
	2024	2025	2024	2025	2024	2025
Aggravated Assault	2 ↑	14	3 ↑	19	4 ↑	12
Robbery	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Homicide	1 ↓	0	0 ↑	1	0	0

Part 1 - Property Crimes

	Apr		May		Jun	
	2024	2025	2024	2025	2024	2025
Burglary	11	6	7	3	2	2
Larceny	19	33	22	20	17	10
Vehicle Theft	9	3	13	7	3	2

Average Response Time

	Priority 1		Priority 2		Priority 3		Priority 4	
	ART	CFS	ART	CFS	ART	CFS	ART	CFS
Apr	6.65	19	22.58	321	41.78	253	43.31	150
May	12.99	17	20.63	337	45.19	328	58.08	149
Jun	8.20	16	19.32	274	37.01	256	45.68	160

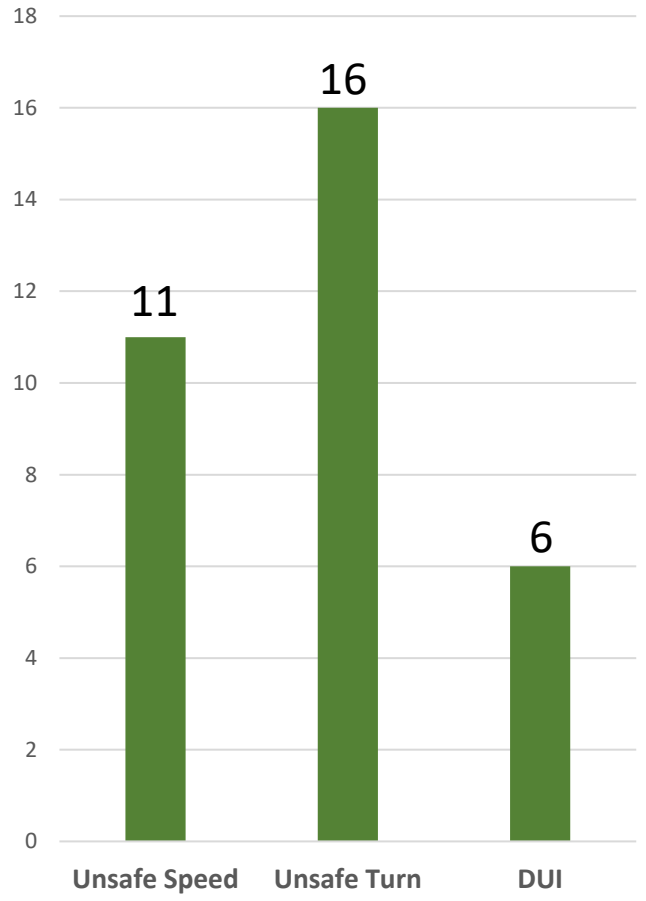
Priority 1 calls: Threat to human life or property, which involve a high level of violence or serous injury.
Priority 2 calls: Pose or did pose immediate threat to human life or property.
Priority 3 calls: Circumstances which are neither urgent nor life threatening.
Priority 4 calls: Most past calls are considered a priority 4. (Fraud, Burglary, and Theft not in progress)

Traffic Collisions

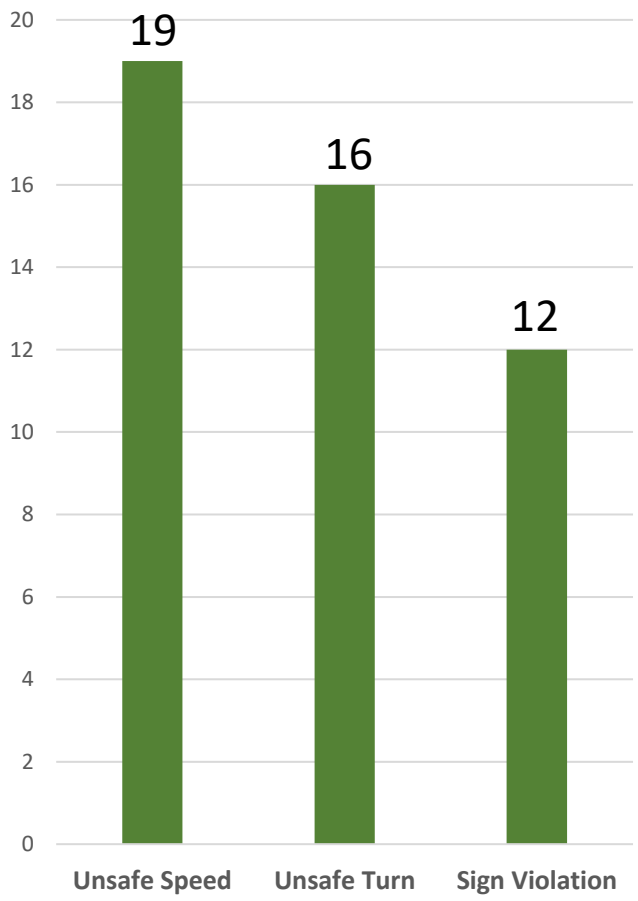
	Apr	May	Jun
Total Collisions	33	47	32
Fatal Collisions	1	0	0
Total Citations	391	191	92

Primary Collision Factors

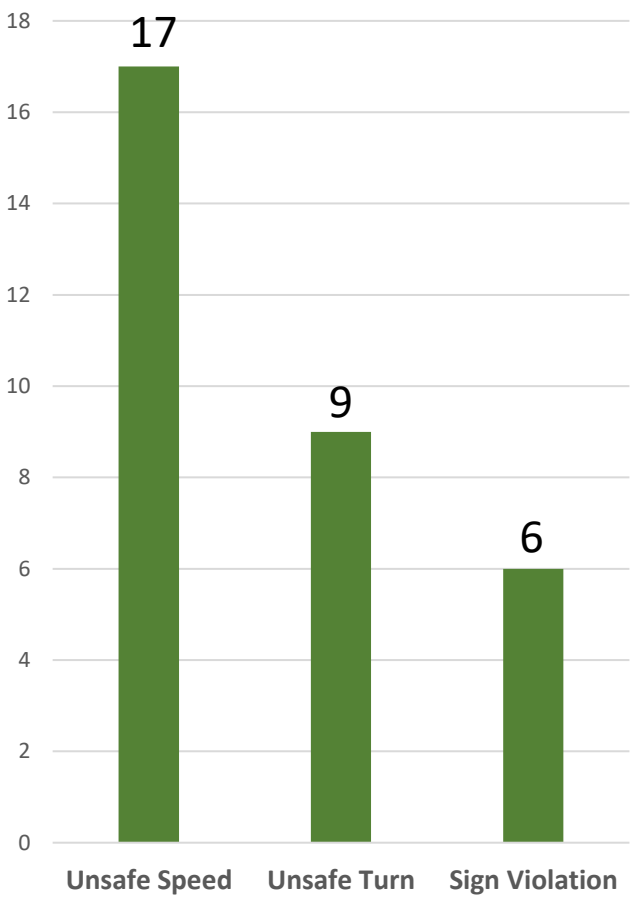
April 2025



May 2025



June 2025



Questions?

CITY OF WILDOMAR
REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: August 13, 2025

SUBJECT: Fire Department Quarterly Update

SUBMITTED BY: Chief Dustin Reed, Division Chief

ACTION:
Receive the quarterly update for April - June 2025.

FISCAL IMPACT:
As this is only an update on activities, there is no fiscal impact.

ATTACHMENTS:
1. Presentation

CAL FIRE RIVERSIDE COUNTY FIRE

City of Wildomar

CAL FIRE/ Riverside County Fire Department

Quarterly Report

Division Chief
Dustin Reed
Dustin.Reed@fire.ca.gov

Battalion Chief
Michael Basic
Michael.Basic@fire.ca.gov

Battalion Chief
Cody Wright
Cody.Wright@fire.ca.gov

Presentation Date: 8/12/2025

Presentation Overview

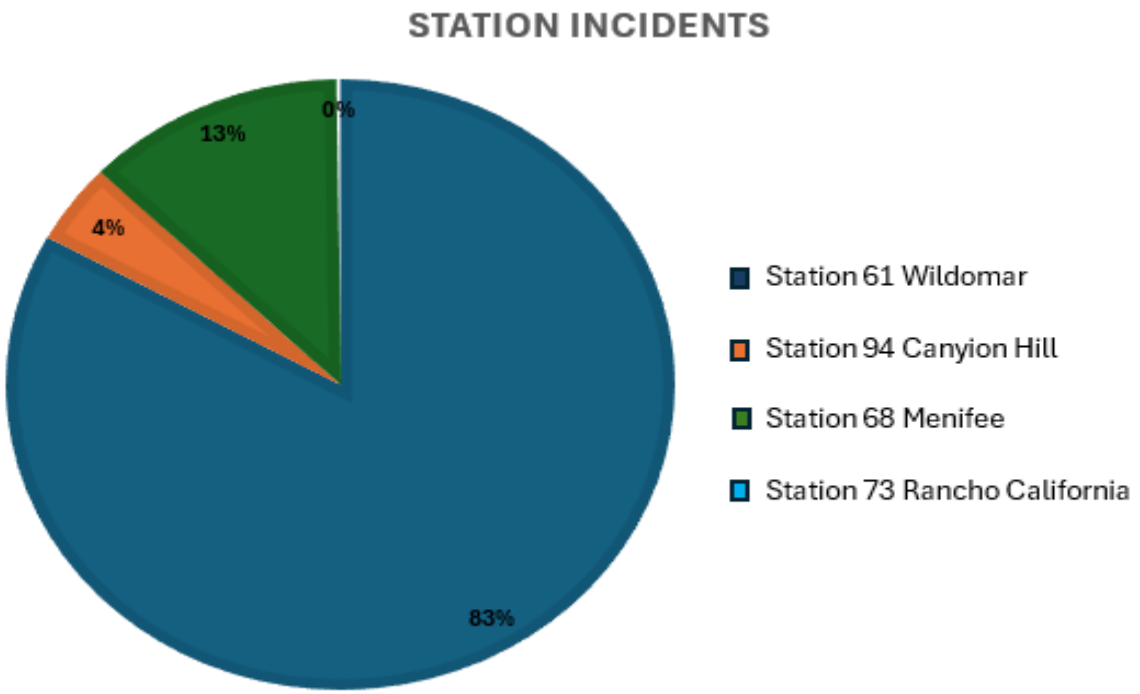
- *Incident Statistics*
  - *What we did this quarter*
- *Locations of Incidents*
  - *Where are they occurring*
- *Automatic Aid*
  - *Who did we collaborate with*
- *Office of the Fire Marshal*
  - *When reviews are turned around and how many*
- *More Updates*
  - Misc events
  - Questions

Incidents Statistics

April 1, 2025 – June 31, 2025

Fire & Medical Incident

Station	Incidents
Station 61 Wildomar	N=**699** (734-Q1)
Station 94 Canyon Hill	N=**36** (42-Q1)
Station 68 Menifee	N=**105** (93-Q1)
Station 73 Rancho California	N=**2** (4-Q1)



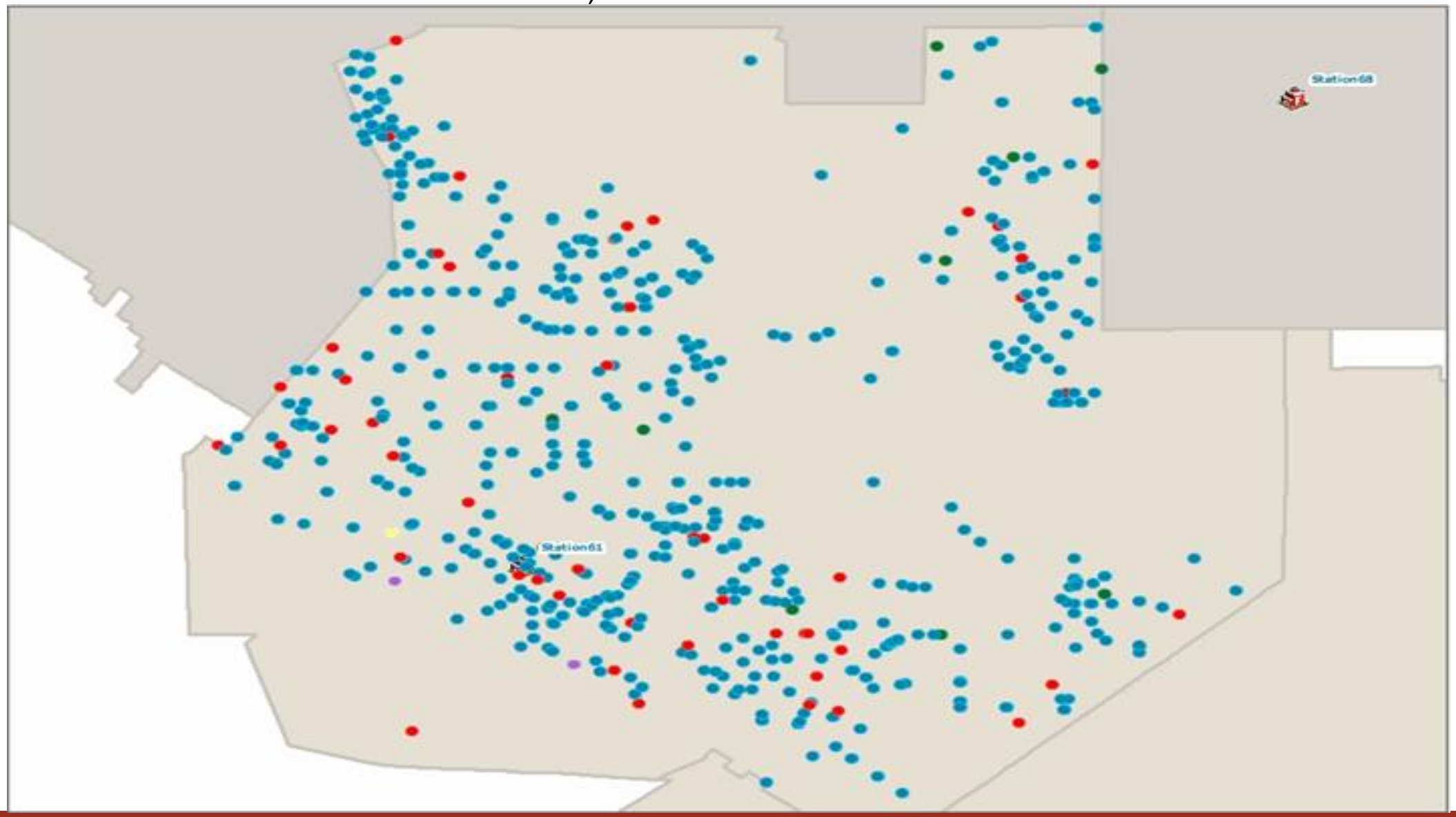
False Alarm	55	5.4%
Haz Mat	2	0.2%
Medical	803	79.1%
Other Fire	9	0.9%
Other Misc	4	0.4%
Public Service Assist	41	4.0%
Res Fire	1	0.1%
Rescue	1	0.1%
Ringing Alarm	1	0.1%
Standby	14	1.4%
Traffic Collision	75	7.4%
Vehicle Fire	4	0.4%
Wildland Fire	5	0.5%
Total:	1,015	100.0%

Total Incidents

- N=**1,015 Incidents** (1,068-Q1)
- 5.1 minute average response time
  - 0.10% (N=1) Residential structure fires
  - 7.39% (N=75) Traffic collisions
  - 0.49% (N=5) Vegetation fire

Fire & Medical Incident Maps

N=1,015 Total Incidents

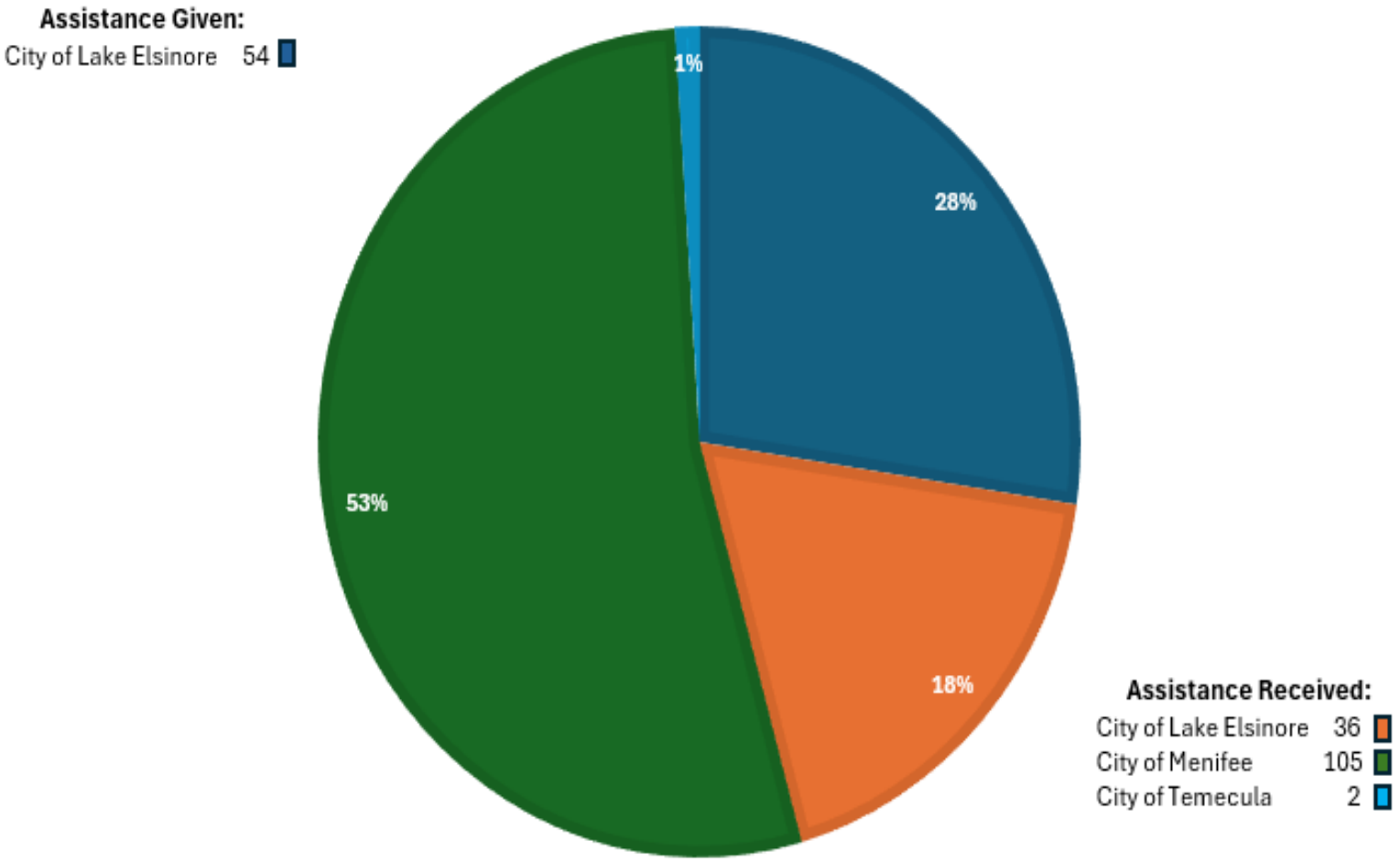


Automatic Aid

April 1, 2025 – June 30, 2025

Auto & Mutual Aid Incident

Wildomar assisted the City of Murrieta (Incidents)	Murrieta Fire Department assisted Wildomar (Incidents)
N= 0 *(2-Q1)*	***N= 2*** *(5-Q1)*



Mutual Aid

Office of the Fire Marshal

April 1, 2025 – June 30, 2025

Office of the Fire Marshal

Plan review:

- **99 Plan Reviews** (57-Q1)
- 10-days average turn around time

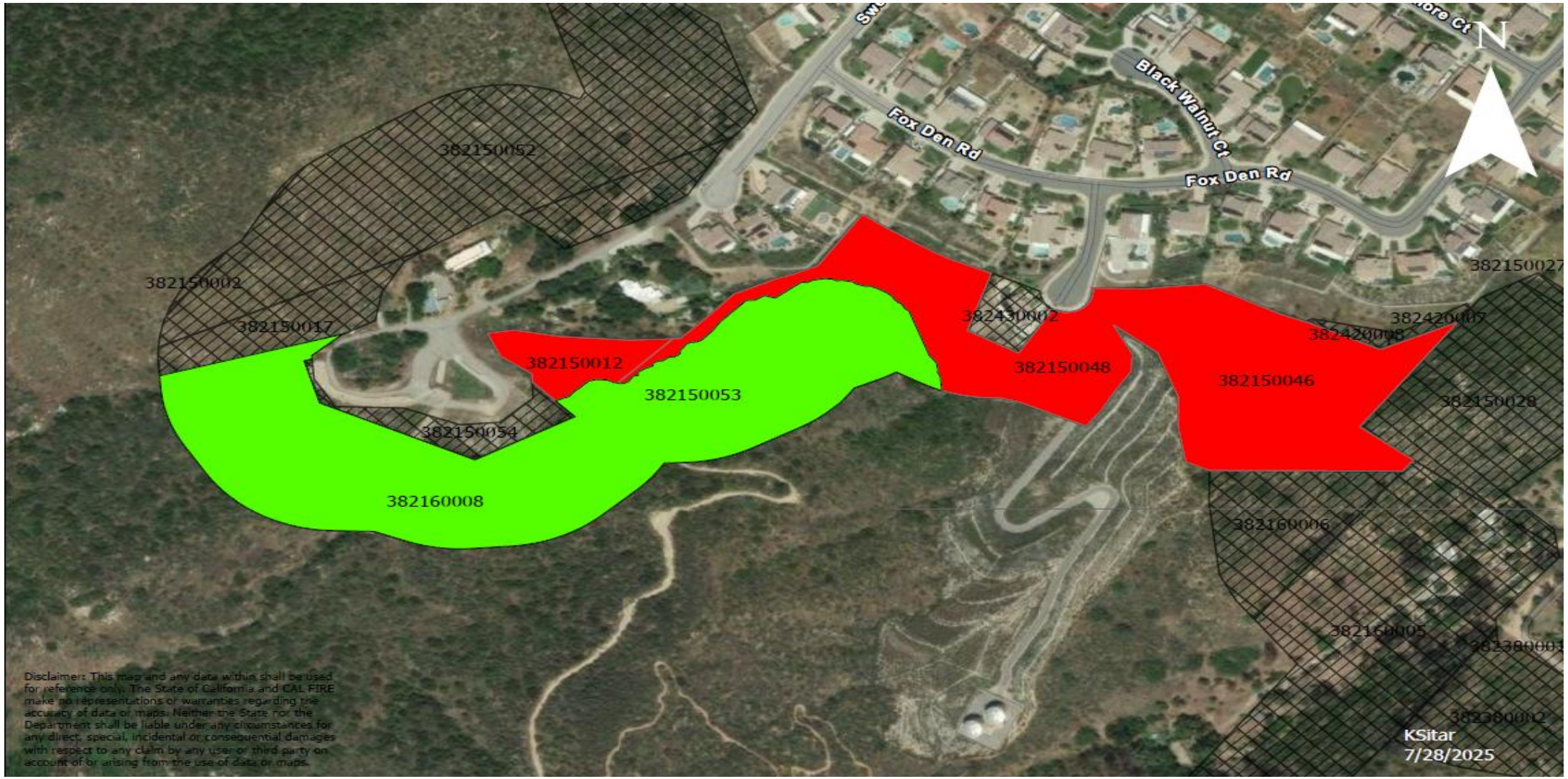
Fire Inspections:

- **107 Inspections Complete** (14-Q1)
- 100% averaged 2-days turn around time.

Misc. Updates

April 1, 2025 – June 30, 2025

Lake Elsinore Front Country Fuel Break



Questions?

CAL FIRE

RIVERSIDE COUNTY FIRE

Thank you

Division Chief
Dustin Reed
Dustin.Reed@fire.ca.gov

Battalion Chief
Michael Basic
Michael.Basic@fire.ca.gov

Battalion Chief
Cody Wright
Cody.Wright@fire.ca.gov

CITY OF WILDOMAR
REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: August 13, 2025

SUBJECT: Wildomar Library Quarterly Update

SUBMITTED BY: Sandra Brautigam, Branch Manager, Wildomar Library

ACTION:
Receive the quarterly update for April - June, 2025.

FISCAL IMPACT:
As this is merely a report on activities, it does not have any fiscal impact.

ATTACHMENTS:
1. Wildomar Library Second Quarter 2025

Wildomar Library Report

Second Quarter:
April, May, June 2025

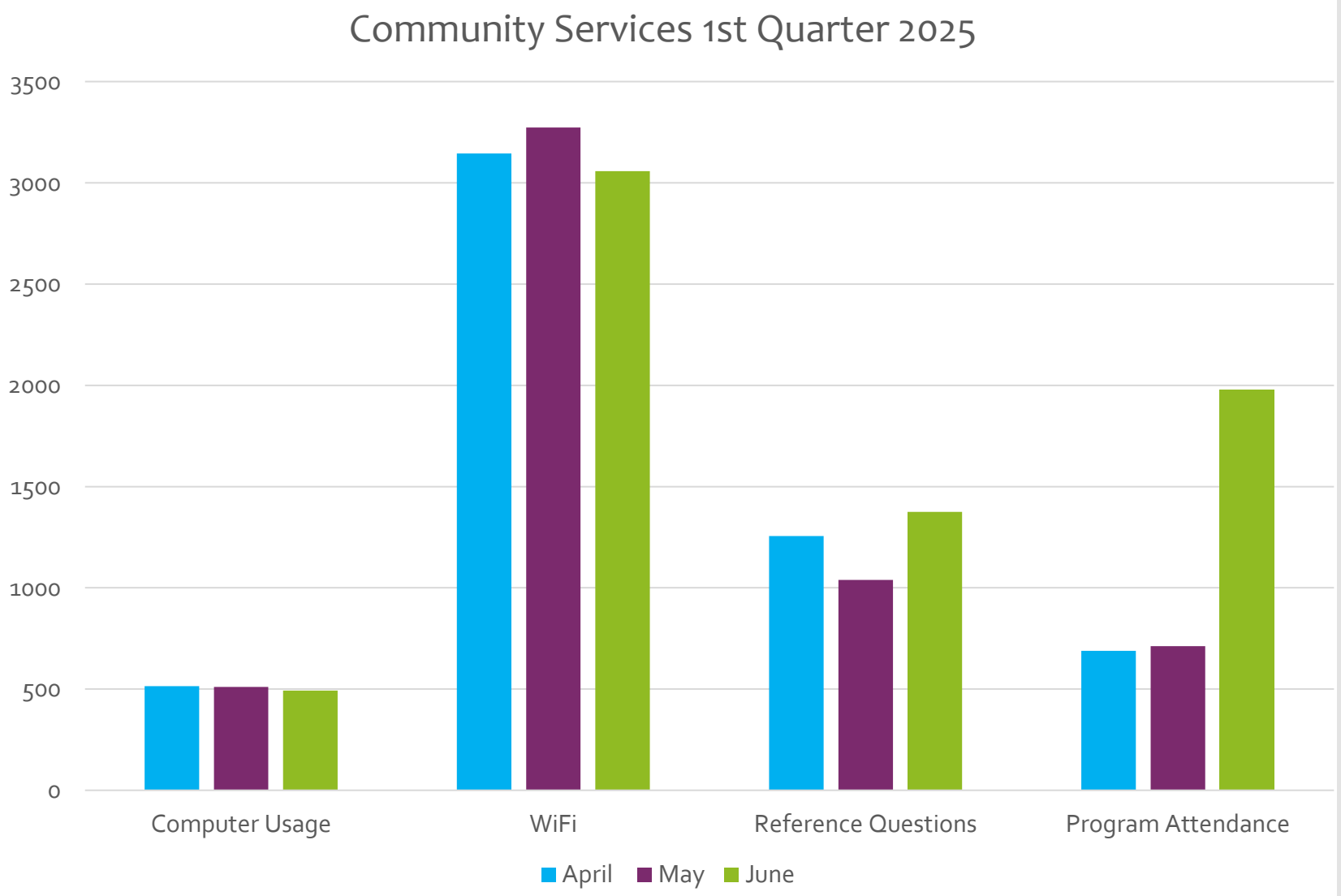
Community Services

Computer Sessions
514/ 510 / 492 = 1,516

WiFi Sessions
3145/ 3273 / 3058 =9,476

Reference Questions
1256 / 1039/ 1375 = 6,670

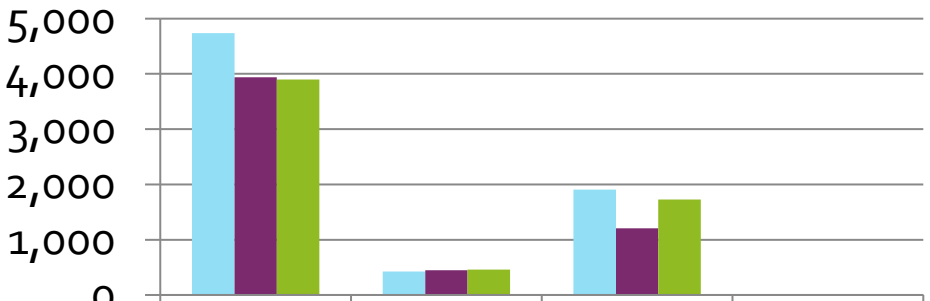
Program Attendance
689/ 712 / 1499 = 2,900



Literacy and Educational Services

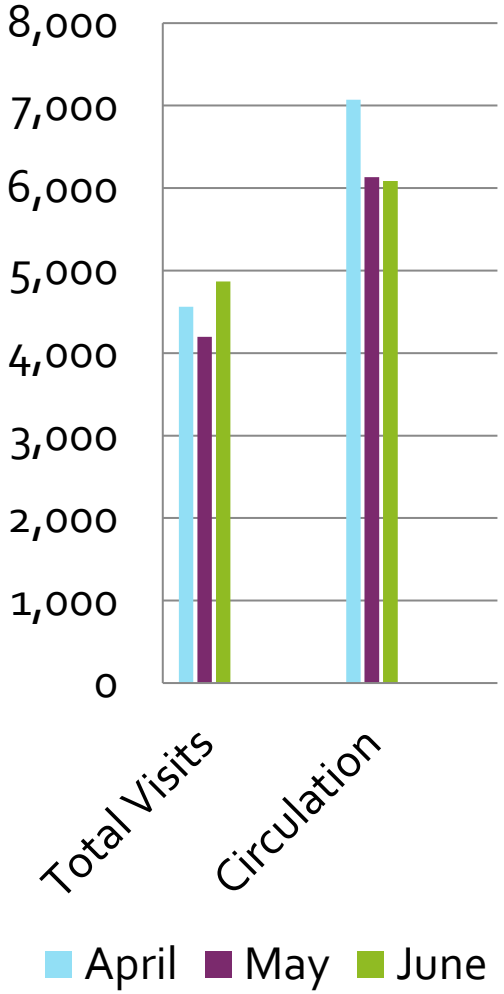
- Total Visits 4,561 / 4,197 / 4,870 = 13,628
- Circulation 7,073 / 6,131 / 6,087 = 19,291
- Programs 38 / 38 / 48 = 124
- New Memberships 92 / 70 / 99 = 261
- Total Open Hours 196 / 193 / 188 = 577

Circulation by Age Category



	Child	YA	Adult
April	4,739	425	1,909
May	3,938	450	1,209
June	3,900	461	1,726

Library Traffic



New and Upcoming Programs and Services

Literacy Festival

Activities plus free school supplies

Free Seed Library

Selections of seeds, receive donated seeds, food growing programs

.

Contact Us!

Wildomar.Library@rivlib.net
951-471-3855

Visit Us!

34303 Mission Trail, Wildomar
www.rivlib.net

Follow Us!

Facebook, Instagram

Riverside County Library System

SANDRA BRAUTIGAM, *M.L.I.S.*
BRANCH MANAGER
WILDOMAR LIBRARY

34303 Mission Trail
Wildomar, CA 92595

sandra.brautigam@rivlib.net

T: (951) 471-3855
F: (951) 471-0188

www.rivlib.net

EDA

Operated by Library Systems & Services

library systems services

CITY OF WILDOMAR
REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: August 13, 2025

SUBJECT: Public Works/Engineering Department Quarterly Report

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
Receive and file the Public Works/Engineering Department Quarterly Report.

FISCAL IMPACT:
N/A - Report Only

ATTACHMENTS:
Presentation

PW/Engineering Department Report

City of Wildomar
City Council Meeting
August 13, 2025

Department Overview

Capital Improvement Program

Development Engineering

Maintenance and Operations

Capital Improvement Projects

Palomar St. and Cemetery Improvements

- Project Completion: December 2025 (est.)
- <u>Recent Work Completed</u>
  - Two new bus pads on Palomar St.
  - New asphalt paving
  - New curb and gutter
  - Wall construction

- <u>Upcoming Work for August</u>
  - Curb/gutter on south side of Gruwell St.
  - Paving on Gruwell St.
  - Traffic signal poles at Wildomar Trail
  - Cemetery improvements

Lateral C Basin and Storm Drain

- Project Completion: November 2025 (est.)
- <u>Recent Work Completed</u>
  - Storm drain on Monte Vista Dr.
  - Summer Sage Way intersection
  - Basin grading and structures

- <u>Upcoming Work</u>
  - Basin export (through Sept.)
  - Monte Vista Dr. and Summer Sage Way street improvements (Sept.-Oct.)
  - Basin improvements (Oct.-Nov.)

Marna O’Brien Park Rubberized Play Surface

- Project Completion: September 2025 (est.)
- <u>Recent Work Completed</u>
  - Contract Award: July 9
  - Notice to Proceed: July 16
  - Pre-construction submittals in progress
- <u>Upcoming Work</u>
  - Removal of wood fiber and sub-grade
  - Removal of concrete pad
  - Installation of new rubberized play surface

Going Out to Bid

- <u>Traffic Signal Upgrades</u>
  - New left-turn phase at Orange St. and Bundy Canyon Rd.
  - New signal poles and video detection systems at Corydon Rd./Grand Ave.
  - Yellow reflective backplates at Bundy Canyon Rd./Orange St. and Corydon Rd./Grand Ave.

- <u>Harvest Way Traffic Signal</u>
  - New three-way traffic signal at Bundy Canyon Rd. and Harvest Way (west)

Design

- <u>Pavement Management Program</u>
  - Pavement Survey Completed in June
  - Budgetary Analysis, Private/Dirt Roads Inventory Analysis, and Pavement Condition Index (PCI) data update currently underway
  - Estimated Completion: November 2025

- <u>Road Rehab Program – Bundy Canyon</u>
  - 90% Design, bid package near completion
  - Mission Trail to Eastern City Limits
  - Estimated Advertisement: September 2025

Design

- 20-Acre Park – Initial Opening
  - Opening Phase Plans Received
    - 90% Design, bid package near completion
  - Estimated Advertisement – October 2025
  - Collaboration with Native Plant Network (Future Agenda Item)
    - Site visits were held at the Park on June 19 and July 10 with City Staff, Anne Sullivan Preschool Staff, and members of the Native Plant Network
    - Staff continues to coordinate with local interest groups on collaborative opportunities for the Park
- 27-Acre Park (Phase 1)
  - Environmental Permits, Bid Package Documents
  - 100% Design Plans received and under review

Design

- Clinton Keith Rd. Widening
  - Design near completion
  - Right-of-Way near completion
  - Environmental permits in progress
  - Estimated Advertisement: Late 2025 or Early 2026

- Bundy Canyon Rd., Segment 2
  - Utility coordination near completion
  - Right-of-Way near completion
  - Estimated Advertisement: Late 2025 or Early 2026

Project Development

- <u>Project Study Reports</u>
  - Bundy Canyon Rd./I-15 Interchange
  - Wildomar Trail/I-15 Interchange

- <u>Wildomar Trail/I-15 Restriping</u>
  - Pavement will be widened to provide needed width for turn lanes
  - Pavement will be restriped to provide right-turn pocket onto southbound I-15 on-ramp

Maintenance & Operations

Key Items Completed

- Striping Changes
- City Welcome Signs
- Lost Rd. Grading
- New Stop Signs

Road Repair

- Maintenance crews completed road repairs in various locations Citywide, including pavement failure repairs and shoulder repairs.

Weed Abatement

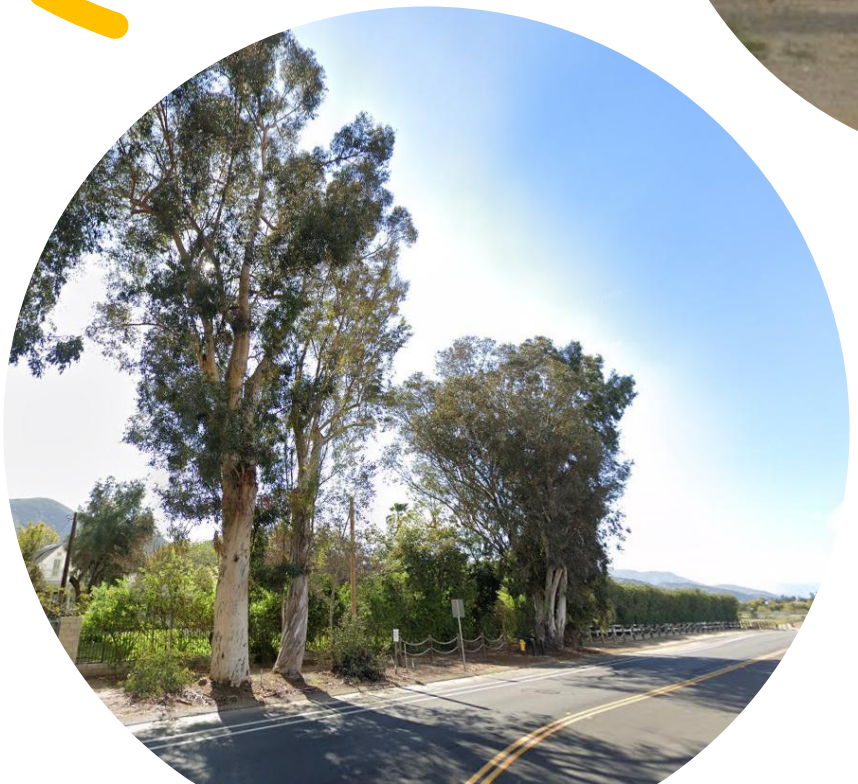
Maintenance crews have completed weed abatement in various locations Citywide.

Weed Abatement

Maintenance crews have completed weed abatement in various locations Citywide.

Upcoming Planned Maintenance

- Continued catch basin/storm drain maintenance
- Continued tree trimming
- Continued weed abatement
- Regulatory sign maintenance/replacement
- Asphalt patching in various locations



Development Projects

Camelia Townhomes

- Location
  - Palomar St.
  - NE of Washington Ave. and SW of Jefferson Ave.
- Status
  - Grading on-going
- Upcoming Work
  - Continued grading
  - Storm drain construction
- Schedule
  - Models estimated by mid 2026

Bell Ranch Apartments

- <u>Location</u>
  - Mesa Dr. (between Sedco Blvd. and Tokay Dr.)
- <u>Status</u>
  - Grading on-going
- <u>Upcoming Work</u>
  - Continued grading
  - Sewer and water improvements on Mission Trail, Sedco Blvd., Lakeview Terrace, and Mesa Dr.

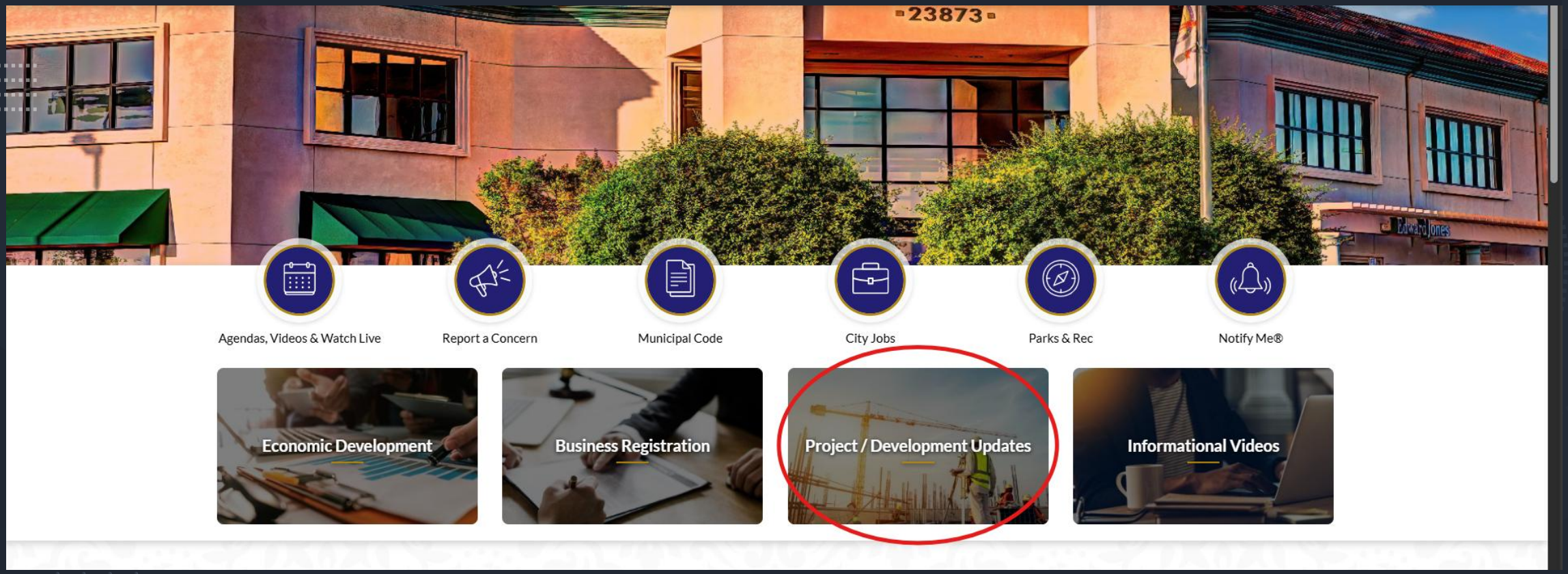
Bundy Canyon Plaza

- Location
  - Bundy Canyon Rd. SW of I-15 Interchange
- Status
  - Building construction
  - Traffic signal improvements complete
  - On-site paving mostly complete
    - Project site, including existing gas station, is now accessible via Sellers Rd.

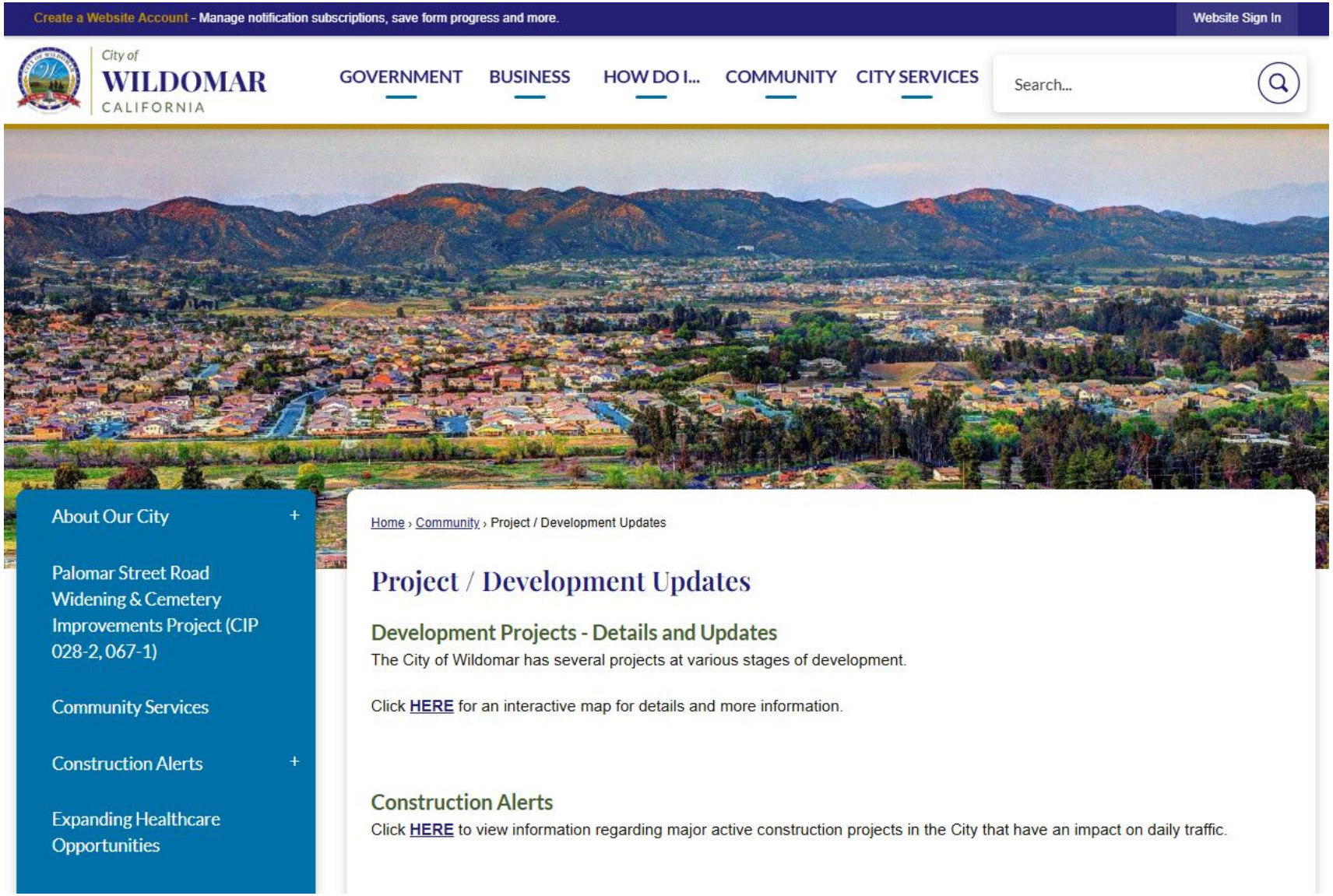
Project Updates Online

Project details and more regular project updates are available on the City's website.

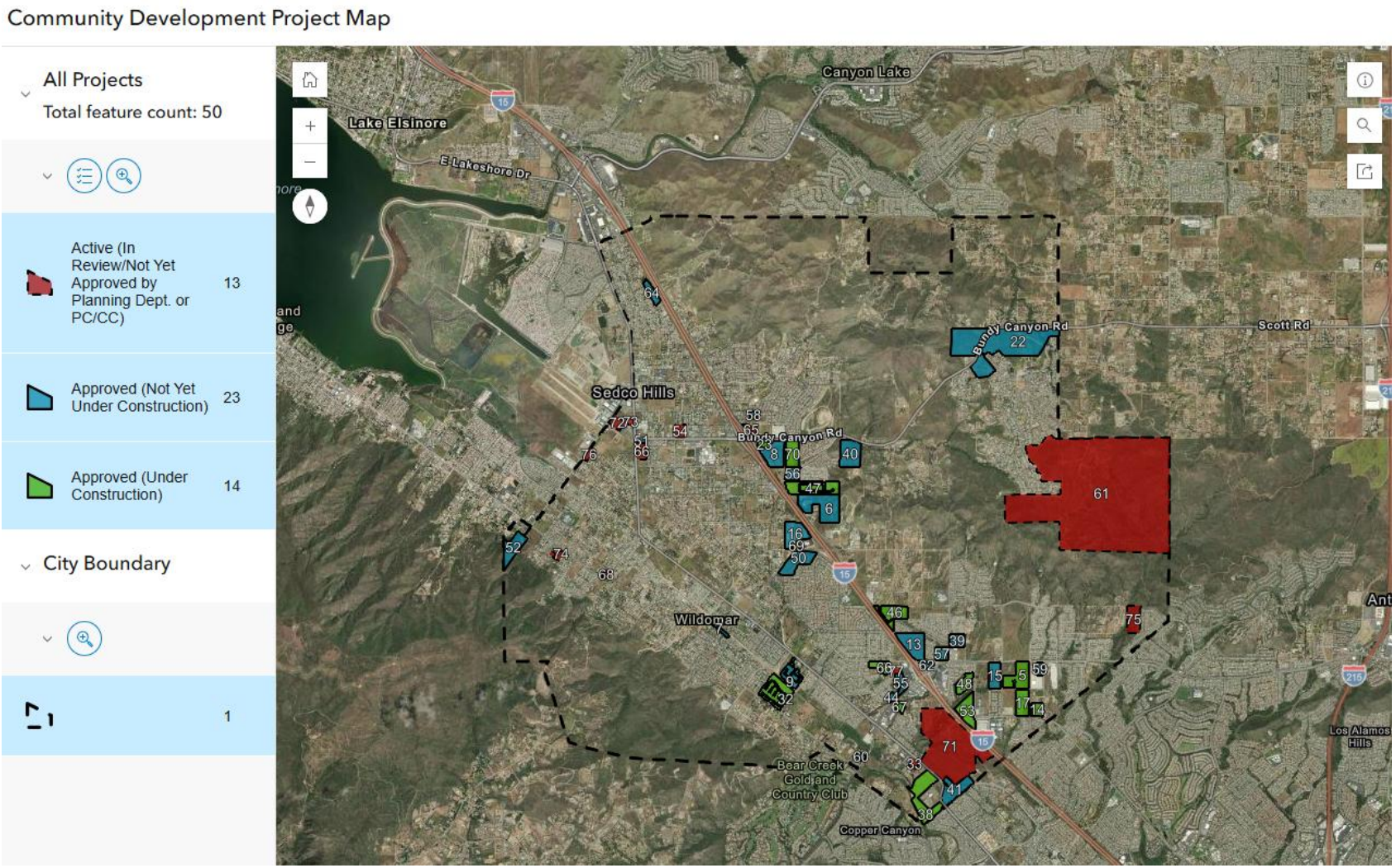
https://wildomar.gov/422/Project-Development-Updates



Project Updates Online



Project Updates Online



Project Updates Online

Create a Website Account - Manage notification subscriptions, save form progress and more.

Website Sign In

City of WILDOMAR CALIFORNIA

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Palomar Street Road Widening & Cemetery Improvements Project (CIP 028-2, 067-1)

Home › Community › Construction Alerts

Construction Alerts

The following is a list of the major active construction projects in the City that have an impact on daily traffic. Projects are listed in the following, by the primary street that is impacted. To find out more details regarding work on a specific street, including construction schedules, select the street name and the field will expand to show additional information.

Please note that the completion dates listed in the following are approximate dates, based on schedules provided to the City by the contractors/developers for each project. Unexpected field conditions, inclement weather, and other unforeseen circumstances may impact schedules.

Please check this site for regular updates.

For questions, please email the Public Works/Engineering Department at public.works@wildomar.gov or call 951-677-7751, ext. 5.

Be notified when this page changes

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visualping

City Construction Projects

- Palomar Street Road Widening & Cemetery Improvements Project (CIP 028-2, 067-1)

Developer Construction Projects

Please note that the completion dates listed in the following are approximate dates, based on schedules provided to the City by the contractors/developers for each project. Unexpected field conditions, inclement weather, and other unforeseen circumstances may impact schedules.

Questions

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: August 13, 2025

SUBJECT: Minutes - July 9, 2025 - Regular Meeting

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, JULY 9, 2025
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 4:00 PM | Regular Session 6:00 PM

CALL TO ORDER – CLOSED SESSION - 4:00 P.M.

The Regular Closed Session was called to order by Mayor DePhillippo at 4:00 p.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, and Joseph Morabito

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:03 p.m. with all members present except for Councilmember Nigg.

ANNOUNCEMENTS

City Attorney Jex stated there are no reportable actions.

ADJOURN CLOSED SESSION

There being no further business, Mayor DePhillippo adjourned the Closed Session at 6:04 p.m.

CALL TO ORDER – REGULAR SESSION - 6:00 P.M.

The Regular Meeting of the Wildomar City Council was called to order by Mayor DePhillippo at 6:04 p.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, and Joseph Morabito

Members absent: Dustin Nigg

Staff in attendance: Interim City Manager Mann, City Attorney Jex, City Clerk Morales, Administrative Services Director Schrader, Interim Community Development Director Flores, Economic Development Director Davidson, Community Services Director Torres, Public Works Director/City Engineer Farag, Finance Manager Jantz, Senior Planner Lachgar, Code Enforcement Manager Berroteran, Human Resources Manager Wolf and Assistant to the City Manager Gorham.

FLAG SALUTE

The flag salute was led by Police Captain Rayls.

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Proclamation: Recognizing Riverside County Sheriff - Wildomar Police Chief Captain Rayls
2. Proclamation: Parks Make Life Better Month

DEPARTMENT REPORTS

There were no department reports scheduled.

PUBLIC COMMENTS

The following individuals provided public comment on items not on the agenda:
1. Gianni Perone, resident.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the agenda as presented.

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

1) CONSENT CALENDAR

Mayor Pro Tem Marquez requested to pull items #1.9, 1.10 and 1.12 for a presentation.

Administrative Services Director Schrader presented the staff report for item #1.9.

City Clerk Morales presented the staff report for item #1.12.

1.1) Minutes - June 11, 2025 - Regular Meeting

Approved the minutes as presented.

1.2) Minutes - June 17, 2025 - Special Meeting

Approved the minutes as presented.

1.3) June 2025 City Warrant Register

Approved the following:

For Fiscal Year 2024/2025:
1. Warrant Register dated 6-5-2025 in the amount of $1,820,035.24
2. Warrant Register dated 6-12-2025 in the amount of $169,678.36
3. Warrant Register dated 6-19-2025 in the amount of $318,144.69
4. Warrant Register dated 6-24-2025 in the amount of $60
5. Warrant Register dated 6-26-2025 in the amount of $1,428,360.43
6. Wire Transfer Register dated 6-30-2025 in the amount of $1,092,956.71
7. Payroll Register dated 7-1-2025 in the amount of $491,139.29.

1.4) May 2025 City Treasurers Report

Approved the Treasurer's Report for May 2025.

1.5) Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) for Fiscal Year 2025-26

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 38
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) FOR FISCAL YEAR 2025-26

1.6) Levy and Collection of Special Taxes within Community Facilities District No. 2022-1 (Services) for Fiscal Year 2025-26

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 33
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) FOR FISCAL YEAR 2025-26

1.7) Annual Levy for Community Facilities District (CFD) (Facilities/Bonded) for Fiscal Year 2025-26

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 34
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN EACH COMMUNITY FACILITIES DISTRICT LISTED BELOW FOR FISCAL YEAR 2025-26

1.8) Southwest Communities Financing Authority Fifth Amendment to the Restated Joint Powers Agreement

Adopted and authorized the City Manager to execute the Fifth Amended and Restated Joint Powers Agreement

1.9) Amendment to Agreement with Riverside Sheriff's Office to Add One Additional Motor Deputy

Authorized the Mayor to Sign the First Amendment to the Agreement for Law Enforcement Services Between the City of Wildomar and the County of Riverside

1.10) Marna O'Brien Park Rubberized Play Surface, CIP 102

Councilmember Moore stated that she would need to recuse herself from item #1.10 due to a conflict of interest.

Public Works Director Farag presented the staff report for item #1.10.

Moved by Joseph Morabito; seconded by Carlos Marquez to 1. Authorize the Interim City Manager to execute a construction contract with R.E. Schultz Construction, Inc. in the amount of $71,700 for the Marna O'Brien Park Rubberized Play Surface Project (CIP 102) (Project) and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director to approve change orders not to exceed 5% of the construction contract amount, in the amount of $3,585 (contingency).

3. Authorize the Public Works Director to execute a Task Agreement with Interwest Consulting Group, under their existing on-call services agreement with the City, in the amount of $19,348.75 for Construction Management and Inspection services for the Projects, plus Extra Work Authorizations not to exceed $651.25, for a total not to exceed of $20,000.

Motion Approved: 3 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Joseph Morabito
Voting Against: None
Abstain: Bridgette Moore
Absent: Dustin Nigg

1.11) Southern California Installation Option Application and Contract for Extension of Electric Distribution Line for the Palomar St. Widening Project (CIP 028-2)

Authorized the Public Works Director/City Engineer to execute and submit the Southern California Edison (SCE) Applicant's Installation Option and Statement of Applicant's Contract Anticipated Costs, and the Contract for Extension of Electric Distribution Line Rule 15 (Application and Contract)

1.12) Measure AA Oversight Advisory Committee Appointments

Appointed Carlos Hernandez, Mishael Izzy Israel, and Hannah Rinehart to the Measure AA Oversight Advisory Committee for terms ending January 2027, per the recommendation of the Finance Subcommittee.

1.13) Amendment No. 1 to Agreement for Engineering and Project Management Services with TKE Engineering, Inc. for the Bundy Canyon Rd. Improvement Projects, Segments 2 and 3

Authorized the City Manager to execute the First Amendment to the Engineering and Project Management Services Agreement with TKE Engineering, Inc.

1.14) Termination and Release of Slope Easement with Bundy I-15, LP

Authorized the City Manager to Execute the Termination and Release of Slope Easement with Bundy I-15, LP

2) PUBLIC HEARINGS

2.1) Development Code Amendment No. 2025-01 (Cannabis)

Mayor DePhillippo opened the Public Hearing.

Interim Community Development Director Flores presented the staff report.

The following individuals provided public comment:

1. Jessica Hume, resident, in favor of the item.
2. John Hume, resident, in favor of the item.
3. Mari Bacon, resident, in opposition of the item.
4. Gina Castanon, resident, with time donated by Ruben Castanon, resident, in opposition of the item.
5. Gianni Perone, resident, in favor of the item.
6. Maribel, resident, in favor of the item.

There being no further comments, Mayor DePhillippo closed the public hearing.

Moved by Ashlee DePhillippo; seconded by Carlos Marquez to 1. DETERMINE that Development Code Amendment No. 2025-01, and associated ordinance, is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. INTRODUCE Ordinance No. 252 and conduct the first reading by title only for ordinance entitled:

ORDINANCE NO. 252
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-01 AMENDING VARIOUS CHAPTERS OF THE WILDOMAR MUNICIPAL CODE RELATED TO CANNABIS BUSINESSES

Motion Approved: 3 - 1

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore
Voting Against: Joseph Morabito
Abstain: None
Absent: Dustin Nigg

2.2) Community Service Area Charges for FY 2025-26

Mayor Dephillippo opened the public hearing.

Public Works Director/City Engineer Farag presented the staff report.

There being no comments, Mayor DePhillippo closed the public hearing.

Moved by Joseph Morabito; seconded by Bridgette Moore to Adopt a Resolution entitled:

RESOLUTION NO. 2025 - 35
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2025-26

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

2.3) FY 2025-2026 Levy and Administration for Landscaping and Lighting Maintenance District (LLMD) No. 89-1-Consolidated & Street Lighting Zones

Mayor DePhillippo opened the public hearing.

Public Works Director/City Engineer Farag presented the staff report.

There being no comments, Mayor DePhillippo closed the public hearing.

Moved by Joseph Morabito; seconded by Bridgette Moore to Adopt a Resolution entitled:

RESOLUTION NO. 2025 - 36
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ALL ZONES, OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR AND LEVYING ASSESSMENTS ON ALL LOTS AND PARCELS OF LAND THEREIN FOR FISCAL YEAR 2025-2026; AND AUTHORIZING THE ADMINISTRATION OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2025-26

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito

Voting Against: None
Abstain: None
Absent: Dustin Nigg

3) GENERAL BUSINESS

3.1) FY2024-25 4th Quarter Budget Report

Finance Manager Jantz presented the staff report.

There were no public comments.

Moved by Bridgette Moore; seconded by Carlos Marquez to Review and approve the Fiscal Year 2024-25 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2025 - 37
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2024-25 BUDGETED REVENUES AND EXPENSES

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

3.2) City Hall Energy Efficiency Update

Community Services Director Torres presented the staff report.

The City Council discussed and received the presentation.

3.3) Metal Shipping Containers within Agricultural and Rural Residential Zones

Senior Planner Lachgar presented the staff report.

The City Council discussed and received the presentation and directed staff to initiate an Ordinance to modify Section 17.185.070 of the Wildomar Municipal Code regarding the placement of metal shipping containers on certain areas of land within agricultural and rural residential zones.

PUBLIC COMMENT

Mayor DePhillippo reopened the public comment section.

Coach Izzy provided public comment.

COUNCIL COMMUNICATIONS

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

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

CITY MANAGER REPORT

Interim City Manager Mann presented the report.

FUTURE AGENDA ITEMS

No items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor DePhillippo adjourned the City Council Meeting at 8:36 p.m

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair DePhillippo at 8:36 p.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, and Joseph Morabito

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Joseph Morabito; seconded by Bridgette Moore to approve the agenda as presented.

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

4) CEMETERY CONSENT CALENDAR

4.1) Minutes - June 11, 2025 - Regular Meeting

Approved the minutes as presented.

4.2) June 2025 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2024/2025
1. Warrant Register dated 6-5-2025 in the amount of $2,915.29
2. Warrant Register dated 6-12-2025 in the amount of $4,790.74
3. Warrant Register dated 6-19-2025 in the amount of $6,151.24.

4.3) May 2025 Cemetery Treasurers Report

Approved the Treasurer's Report for May 2025.

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the Cemetery Consent Calendar.

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

5) CEMETERY PUBLIC HEARINGS

There were no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report given.

FUTURE AGENDA ITEMS

No future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair DePhillippo adjourned the Wildomar Cemetery District Meeting at 8:37 p.m.

Submitted by:

_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: August 13, 2025

SUBJECT: July 2025 City Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 7-1-2025 in the amount of $73,904.00.
2. Warrant Register dated 7-3-2025 in the amount of $1,050,067.94.
3. Warrant Register dated 7-10-2025 in the amount of $210,192.84.
4. Warrant Register dated 7-17-2025 in the amount of $149,511.54.
5. Warrant Register dated 7-24-2025 in the amount of $760,969.84.
6. Warrant Register dated 7-29-2025 in the amount of $4,147.08.
7. Warrant Register dated 7-31-2025 in the amount of $268,171.82.
8. Wire Transfer Register dated 7-31-2025 in the amount of $91,282.93.
9. Payroll Register dated 8-1-2025 in the amount of $728,932.76.

SUMMARY:
July 2025 City Warrant Register

DISCUSSION:
The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant and Payroll Registers are submitted for approval.

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Years 2024/2025 and 2025/26 Budgets.

ATTACHMENTS:
July 2025 City Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Amount (Credit)	Vendor	Memo
Bill #070125	7/1/2025	7/1/2025	73,904.00	RYDELL AUTOMOTIVE GROUP	Pool Vehicle
Bill #092324	9/23/2024	7/3/2025	2.88	VIVIANA DE SILVA	Mileage Reimbursement: 9/07/24-9/20/24
Bill #102124-2	10/21/2024	7/3/2025	6.97	VIVIANA DE SILVA	Mileage Reimbursement: 10/5/2024-10/18/2024
Bill #082724	4/17/2025	7/3/2025	97,300.23	KAISER	Developer Deposit Refund #21-0148
Bill #823966	6/4/2025	7/3/2025	98.00	DEPARTMENT OF JUSTICE	May 2025 Fingerprint Apps (2)
Bill #79609	6/18/2025	7/3/2025	648.00	AMERICAN FORENSIC NURSES	Blood Draw (9)
Bill #6039075/1	6/17/2025	7/3/2025	2,479.85	BMW MOTORCYCLES OF RIVERSIDE	BMW Motorcycle Maintenance - Sheriff
Bill #PE0000002699	6/13/2025	7/3/2025	761.94	COUNTY OF RIVERSIDE PUBLIC, SAFETY ENTERPRISE COMMUNI	Monthly Radio Communication - Sheriff
Bill #2946	5/26/2025	7/3/2025	800.00	FORENSIC NURSES OF SOCAL, INC.	Dry Run Exam, Case # WI25-1440001, 5/25/25
Bill #13701007	6/23/2025	7/3/2025	1,408.19	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/16/25-06/14/25 Water Zone 42 Loc 01 M1
Bill #13701260	6/23/2025	7/3/2025	255.32	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/16/25-06/14/25 Water Zone 42 Loc 03 M3
Bill #13701261	6/23/2025	7/3/2025	192.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/16/25-06/14/25 Water Zone 42 Loc 02 M2
Bill #13707892	6/25/2025	7/3/2025	452.17	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/20/25-06/18/25 Water Zone 3 Loc 24 M1
Bill #13708096	6/25/2025	7/3/2025	326.41	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/20/25-06/18/25 Water City Hall
Bill #13710911	6/25/2025	7/3/2025	687.18	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/20/25-06/18/25 Water 24707 Prelipp Rd
Bill #13688495	6/16/2025	7/3/2025	141.30	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/08/25-06/06/25 Water Zone 52 Loc 01
Bill #309014/3	6/24/2025	7/3/2025	16.89	ACE HARDWARE	Road Maintenance Program Equipment
Bill #061825-7151	6/18/2025	7/3/2025	8,170.15	EDISON	05/05/25-06/12/25 Electric- Traffic Control
Bill #309031/3	6/30/2025	7/3/2025	1,446.78	ACE HARDWARE	Road Maintenance Program Equipment: Gloves, CutQuik
Bill #309032/3	6/30/2025	7/3/2025	134.30	ACE HARDWARE	Road Maintenance Program Equipment - Wheelbarrow
Bill #062625-6091	6/26/2025	7/3/2025	96.81	EDISON	05/28/25-06/25/25 Elec 21347 Como St (Little League)
Bill #1709	6/30/2025	7/3/2025	2,945.50	PARENTO AGENCY LLC BEN	Parental Leave Coverage Apr- Jun
Bill #062625-9129	6/26/2025	7/3/2025	884.83	EDISON	05/28/25-06/25/25 Elec - 32637 Gruwell (FS61)
Bill #IT0000006307	6/25/2025	7/3/2025	2,572.04	COUNTY OF RIVERSIDE, INFORMATION TECHNOLOGY	7/01/24-6/30/25 Meeting Support-RIVCO-TV
Bill #2025-443	3/31/2025	7/3/2025	851.00	TKE ENGINEERING INC	General Consulting Services 03/01/25-03/31/25
Bill #40888	6/19/2025	7/3/2025	1,188.10	SIGNS BY TOMORROW	Wildomar Public Hearing Sign
Bill #23164189	4/30/2025	7/3/2025	2,696.75	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - City Related
Bill #AR051860	6/25/2025	7/3/2025	59,007.95	CITY OF MURRIETA	Homeless Services for January -May 2025
Bill #32517-May	5/31/2025	7/3/2025	10,825.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	To record Wildomar City Shelter Grant -May 2025
Bill #2025-440	3/31/2025	7/3/2025	2,079.00	TKE ENGINEERING INC	Traffic Engineering - 03/01/25-03/31/25
Bill #1943	6/30/2025	7/3/2025	4,964.00	SPICER CONSULTING GROUP	MAINT. DISTRICT ADMINISTRATION - JUNE 2025
Bill #7325	6/30/2025	7/3/2025	100.00	FRANCHISE TAX BOARD	Withholding Order - Case #545957597
Bill #63025	6/30/2025	7/3/2025	75.00	FILAR, ERIC	Planning Commission Meeting 06/26/25
Bill #63025	6/30/2025	7/3/2025	75.00	BERNARD, BRIANNA	Planning Commission Meeting 06/04/25
Bill #63025	6/30/2025	7/3/2025	150.00	CHARLES GOLDEN	Planning Commission Meeting 06/04/25 and 06/26/25
Bill #63025	6/30/2025	7/3/2025	150.00	NOLAN KING	Planning Commission Meeting 06/04/25 and 06/26/25
Bill #63025	6/30/2025	7/3/2025	150.00	RENE CAMBERO	Planning Commission Meeting 06/04/25 and 06/26/25
Bill #6116657914	6/22/2025	7/3/2025	1,534.19	VERIZON WIRELESS	Verizon 05/23/25-06/22/25
Bill #6116657915	6/22/2025	7/3/2025	40.01	VERIZON WIRELESS	Verizon 05/23/25-06/22/25
Bill #WILD-01.9 - 3	12/31/2024	7/3/2025	2,075.71	PLACEWORKS	Professional Services 12/01/24-12/31/24
Bill #WILD-01.6 - 3	12/31/2024	7/3/2025	2,337.78	PLACEWORKS	Professional Services 12/01/24-12/31/24
Bill #2025-446	3/31/2025	7/3/2025	191.50	TKE ENGINEERING INC	Contractual Svc 11/01/24-03/31/25
Bill #39528742	6/25/2025	7/3/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #019-1780554
Bill #62325	6/23/2025	7/3/2025	156.03	DOBLER. BRANDON	Partial Refund for EPM-25-1088 Fee
Bill #AC0000002177	7/1/2025	7/3/2025	3,303.34	AUDITOR CONTROLLER GAD- LAFCO	LAFCO FY 2026 Fees
Bill #33755	5/31/2025	7/3/2025	560.20	ARCHITERRA DESIGN GROUP	CIP 100, Design PS&E -May 2025
Bill #2025-570	4/30/2025	7/3/2025	1,953.00	TKE ENGINEERING INC	Traffic Engineering Srvcs - April 2025
Bill #SH0000048520	6/30/2025	7/3/2025	35,824.00	RIVERSIDE COUNTY SHERIFF, TECHNICAL SERVICES BUREAU	Riverside County Sheriff - Communication Services/RMS Billing 7/01/24-6/30/2025
Bill #SH0000048139	5/13/2025	7/3/2025	93,458.76	RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	Riverside County Sheriff's Office Contract Law Enforcement
Bill #SH0000048447	6/25/2025	7/3/2025	597,815.67	RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	Contract Law Enforcement Through 5/01/25-5/28/25
Bill #2005 - 7	7/1/2025	7/3/2025	86.68	Coalition for Controlling Ins. Costs in California Schools Health and Welfare Trust	July 2025 EAP Invoice
Bill #INV-134983	7/1/2025	7/3/2025	22,845.15	GOVERNMENTJOBS.COM, INC.	NeoGov HRIS Software

Bill #1721605	4/30/2025	7/3/2025	6,071.95	INTERWEST CONSULTING GROUP	Building & Safety Services - April 2025
Bill #1690041	4/30/2025	7/3/2025	44,802.51	INTERWEST CONSULTING GROUP	CIP Professional Services for the period 4/01/25-4/30/25
Bill #1684393	4/30/2025	7/3/2025	11,512.63	INTERWEST CONSULTING GROUP	Non CIP Services for April 2025
Bill #61025	6/10/2025	7/3/2025	2,354.00	THE HIVE BAR & GRILL	Developer Deposit Refund for BTI-23-0178 PA#23-0131
Bill #61625	6/16/2025	7/3/2025	750.92	SCHUSTER, BRUCE	Developer Deposit Refund for BAR-22-0138 PA#22-0206
Bill #52125	5/21/2025	7/3/2025	6,908.62	McDONALD'S USA	Developer Deposit Refund for BNR-23-0075 PA#23-0156
Bill #6805920/2	7/2/2025	7/3/2025	1,173.61	FORD LAKE ELSINORE	Vehicle Repairs on MS61 Truck
Bill #55423370613199	6/30/2025	7/3/2025	9,957.16	COLONIAL LIFE	Colonial Life Pre & Post Tax Supplemental Insurance Items
Bill #43375	6/16/2025	7/10/2025	45.00	HAZZARD BACKFLOW INC	Backflow Device Testing 2025-Fire Station
Bill #4234333682	6/19/2025	7/10/2025	64.71	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #23-24Q4	7/1/2024	7/10/2025	11,250.00	COUNTY OF RIVERSIDE EMD	Agreement for Emergency Services Coordinator Services July 1, 2021-June 30, 2024
Bill #2025-809	5/31/2025	7/10/2025	257.00	TKE ENGINEERING INC	Contractual Svc 05/01/25-05/31/25
Bill #2025-811	5/31/2025	7/10/2025	200.00	TKE ENGINEERING INC	Contractual Svc 05/01/25-05/31/25
Bill #13688551	6/16/2025	7/10/2025	56.30	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/08/25-06/06/25 Water Zone 29 Loc 02
Bill #13688835	6/16/2025	7/10/2025	212.94	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/08/25-06/06/25 Water Zone 71 Loc 01
Bill #13689033	6/16/2025	7/10/2025	99.73	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/08/25-06/06/25 Water 32637 Gruwell-FS 61
Bill #13689115	6/16/2025	7/10/2025	4,158.53	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/08/25-06/06/25 Water 20505 Palomar St Marna O'Brien Park
Bill #13692343	6/16/2025	7/10/2025	283.90	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/08/25-06/06/25 Water 21120 Saratoga Dr CFD 2013-1
Bill #271346	6/1/2025	7/10/2025	1,186.51	INNOVATIVE DOCUMENT SOLUTIONS	6/01/25-6/30/25 Contract Copier Services Maintenance/Repairs, Ink/Toner (5 copiers)
Bill #070125-1757	6/30/2025	7/10/2025	211.26	EDISON	06/01/25-06/30/25 Electric CFD 2013-001 Zone 3
Bill #070125-0962	6/30/2025	7/10/2025	261.75	EDISON	06/01/25-06/30/25 Electric CFD 2013-001 Zone 2
Bill #070125-4610	6/30/2025	7/10/2025	136.69	EDISON	06/01/25-06/30/25 Electric CFD 2013-001 Zone 3
Bill #070125-7694	6/30/2025	7/10/2025	232.44	EDISON	06/01/25-06/30/25 CFD Zone 3
Bill #070125-8975	6/30/2025	7/10/2025	136.68	EDISON	06/01/25-06/30/25 CFD Zone 3
Bill #070125-4487	6/30/2025	7/10/2025	56.56	EDISON	06/01/25-06/30/25 20505 Palomar St (Marna)
Bill #070125-7504	6/30/2025	7/10/2025	35.74	EDISON	06/01/25-06/30/25 CFD 2013-1 Orange/Corazza
Bill #070125-9127	6/30/2025	7/10/2025	258.63	EDISON	06/01/25-06/30/25 Electric CFD 2013-001 Zone 5
Bill #070125-7481	6/30/2025	7/10/2025	512.96	EDISON	05/13/25-6/30/2025 Signals
Bill #070125-4293	6/30/2025	7/10/2025	6,300.40	EDISON	06/01/25-06/30/25 CSA103 Sales Acquisition
Bill #070125-4845	6/30/2025	7/10/2025	68.34	EDISON	06/01/25-06/30/25 CFD Zone 1
Bill #JULY 2025	7/1/2025	7/10/2025	7,687.50	ANIMAL FRIENDS OF THE VALLEY,, INC.	Animal Control Service July 2025
Bill #13703915	6/24/2025	7/10/2025	84.15	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 30 Loc 2
Bill #13704162	6/24/2025	7/10/2025	96.90	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 3 Loc 49 M1
Bill #13704418	6/24/2025	7/10/2025	224.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 51 Loc 01
Bill #13704584	6/24/2025	7/10/2025	362.77	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water 21400 Palomar St Little League Field
Bill #13704625	6/24/2025	7/10/2025	539.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Windsong Park
Bill #13705134	6/24/2025	7/10/2025	555.31	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 3 Loc 29 M1
Bill #13705211	6/24/2025	7/10/2025	239.49	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 3 Loc 29 M2
Bill #13705214	6/24/2025	7/10/2025	309.40	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 30 Loc 1
Bill #309052/3 and 309056/3	7/7/2025	7/10/2025	130.37	ACE HARDWARE	Road Maintenance Program Equipment
Bill #309053/3	7/7/2025	7/10/2025	21.87	ACE HARDWARE	Road Maintenance Program Equipment: Duct Tape & Plastic Lids
Bill #309054/3	7/7/2025	7/10/2025	187.04	ACE HARDWARE	Road Maintenance Program Equipment: Concrete Mix, Buckets
Bill #4006	6/30/2025	7/10/2025	3,200.00	INFINITY TECHNOLOGIES	June 2025 GIS Contractual Services
Bill #4060A	6/30/2025	7/10/2025	11,300.00	INFINITY TECHNOLOGIES	June 2025 Monthly IT Services
Bill #4060B	6/30/2025	7/10/2025	164.25	INFINITY TECHNOLOGIES	June 2025 Datto Office 365 Backup Service
Bill #4060C	6/30/2025	7/10/2025	882.00	INFINITY TECHNOLOGIES	June 2025 ProofPoint Essential Advance
Bill #170549016-0001	6/20/2025	7/10/2025	190.54	SUNBELT RENTALS, INC.	Rental Equipment for Lost Rd - June, 2025
Bill #170617871-0001	6/23/2025	7/10/2025	99.84	SUNBELT RENTALS, INC.	Rental Equipment for Grape St. - June, 2025
Bill #2025-808	5/31/2025	7/10/2025	1,969.00	TKE ENGINEERING INC	General Consulting Services - May 2025
Bill #2025-442A	3/31/2025	7/10/2025	65.50	TKE ENGINEERING INC	General Right of Way Inspections - March, 2025
Bill #23164192	5/31/2025	7/10/2025	2,531.96	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - City Signal Related - May, 2025
Bill #13705313	6/24/2025	7/10/2025	362.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Zone 3 Loc 42 & 47 M1
Bill #13705706	6/24/2025	7/10/2025	186.16	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water 1/2 Cervera Rd
Bill #13705947	6/24/2025	7/10/2025	116.99	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Cervera Rd
Bill #INV00496372	6/25/2025	7/10/2025	215.31	BOOT BARN HOLDINGS	Maint. Worker Safety Boots - Alexander Quiroz May, 2025

Bill #13707035	6/24/2025	7/10/2025	390.15	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 62 - 22933 Delca
Bill #13707122	6/24/2025	7/10/2025	114.35	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 67 - Arnnett & Catt
Bill #13707528	6/24/2025	7/10/2025	192.53	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 CFD 2022-1 NE Wildomar Trail/Margaret Ln
Bill #13703915-2	6/24/2025	7/10/2025	143.03	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	05/18/25-06/16/25 Water Zone 3 Loc 23 M1
Bill #8011211158	6/25/2025	7/10/2025	179.12	STERICYCLE, INC	Contractual Shredding Svc
Bill #1638994	5/30/2025	7/10/2025	9,458.00	RESOURCES RECYCLING AND RECOVERY	CCP Unspent Funds CCP-22-317 Service Period 07/01/22-06/30/23
Bill #33979	6/30/2025	7/10/2025	125.00	ARCHITERRA DESIGN GROUP	05/25/25-06/24/25 SI Coordination
Bill #33980	6/30/2025	7/10/2025	593.55	ARCHITERRA DESIGN GROUP	05/25/25-06/24/25 SI Final Inspection , SI Coordination
Bill #33982	6/30/2025	7/10/2025	815.10	ARCHITERRA DESIGN GROUP	05/25/25-06/24/25 SI HOA Final Inspection, Si Coordination & Prep
Bill #33983	6/30/2025	7/10/2025	2,106.85	ARCHITERRA DESIGN GROUP	05/25/25-06/24/25 SI PH2 onsite Pre-Inspection,SI Tres Lagos Final Inspection, City Plan Check, SI Coordination & Prep
Bill #33984	6/30/2025	7/10/2025	1,375.50	ARCHITERRA DESIGN GROUP	05/25/25-06/24/25 SI Avalino FYT Ph8 Final Inspection, SI Report, SI Coordination, SI Coordination & Prep.
Bill #33986	6/30/2025	7/10/2025	187.50	ARCHITERRA DESIGN GROUP	05/25-25-06/24/25 E-mail- Questions to Project Landscape
Bill #33987	6/30/2025	7/10/2025	406.25	ARCHITERRA DESIGN GROUP	05/25-25-06/24/25 Landscape Designer
Bill #33985	6/30/2025	7/10/2025	187.50	ARCHITERRA DESIGN GROUP	05/25-25-06/24/25 Landscape Designer
Bill #33989	6/30/2025	7/10/2025	1,031.25	ARCHITERRA DESIGN GROUP	05/25-25-06/24/25 Director of Production, Landscape Designer
Bill #33991	6/30/2025	7/10/2025	1,125.00	ARCHITERRA DESIGN GROUP	05/25-25-06/24/25 Director of Production, Landscape Designer
Bill #33992	6/30/2025	7/10/2025	406.25	ARCHITERRA DESIGN GROUP	05/25-25-06/24/25 Landscape Designer
Bill #INV-69021	7/9/2025	7/10/2025	1,300.00	FLOCK SAFETY	Pole Replacement
Bill #32766-Jun	6/30/2025	7/10/2025	10,485.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	To record Wildomar City Shelter Grant -June 2025
Bill #826741	6/22/2025	7/10/2025	245.00	DEPARTMENT OF JUSTICE	May 2025 Blood Alcohol Analysis (7)
Bill #47660	6/18/2025	7/10/2025	320.00	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #47613	6/18/2025	7/10/2025	2,321.30	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #PE0000002769	6/30/2025	7/10/2025	761.94	COUNTY OF RIVERSIDE PUBLIC, SAFETY ENTERPRISE COMMUNI	Monthly Radio Communication - Sheriff
Bill #005-293	5/31/2025	7/10/2025	74,751.08	PV MAINTENANCE, INC.	Citywide Maint. Contractual Services - May 2025
Bill #001042	6/30/2025	7/10/2025	1,025.00	GOPHER SQUAD	June 2025 Pest Control Services 06/11/25-06/18/25
Bill #1504	5/16/2025	7/10/2025	450.00	HONOR PLUMBING CO	Maintenance Repair - Fire Station
Bill #17530	6/5/2025	7/10/2025	101.59	PRINT POSTAL	Interim City Manager Business Cards
Bill #17543	6/26/2025	7/10/2025	101.59	PRINT POSTAL	Business Cards for Maintenance Worker
Bill #4235057935	6/26/2025	7/10/2025	62.94	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #INV06-021319	6/30/2025	7/10/2025	398.23	AVENU MUNISERVICES	STARS Service for 1st Quarter 2025 Data
Bill #2020112382	5/31/2025	7/10/2025	9,331.76	ABSOLUTE INTERNATIONAL, SECURITY INC	05/01/25-05/31/25 Security Patrol
Bill #472923	7/1/2025	7/10/2025	160.93	NUTRIEN AG SOLUTIONS	Departmental Supplies
Bill #1645552	6/30/2025	7/10/2025	31,789.63	CAL FIRE, ATTN: ACCOUNTS RECEIVABLE	Wildland Fire Protection of July 1 2024 Through June 30, 2025 Contract 3CA06913
Bill #180546	5/31/2025	7/17/2025	431.58	DATA TICKET, INC.	May 2025 Daily Cite Processing
Bill #179903	5/31/2025	7/17/2025	310.00	DATA TICKET, INC.	May 2025 Online Access
Bill #0525Shippin	5/31/2025	7/17/2025	29.70	DATA TICKET, INC.	Mobile Support Shipping back a repair unit - Ref: ZEB WD02 Unit update May 2025
Bill #062725-2458	6/27/2025	7/17/2025	81.83	EDISON	Electricity Charges from 05/29/25-06/26/25
Bill #9327331666	6/30/2025	7/17/2025	150.07	CINTAS CORPORATION	Emergency Eyewash Station
Bill #70225	6/30/2025	7/17/2025	117.25	JEMANE HEIDI CENTER	Mileage Reimbursement: 5/01/25-06/30/25
Bill #33489	3/31/2025	7/17/2025	62.50	ARCHITERRA DESIGN GROUP	02/25/25-03/24/25 CIP Design PS&E - March 2025
Bill #82258012	6/30/2025	7/17/2025	320.50	CORELOGIC SOLUTIONS, LLC	June 2025 Code Enforcement Software
Bill #200005143	7/14/2025	7/17/2025	150.00	CALIFORNIA MUNICIPAL CLERKS ASSOCIATION	Athenian Dialogue (Virtual) - 08/15/25
Bill #RS7099033	6/30/2025	7/17/2025	58.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 6/01/25-6/30/25
Bill #INV-000569	7/8/2025	7/17/2025	2,175.00	ROAD SOUP OF CALIFORNIA, LLC	PW Materials (Asphalt Repair) Pavement & Shoulder Maint.
Bill #WILD-01-0 - 9	6/30/2025	7/17/2025	6,628.75	PLACEWORKS	June 2025 Contractual Svc - Project Related
Bill #WILD-01.12 - 9	6/30/2025	7/17/2025	44,990.53	PLACEWORKS	June 2025 Contractual Svc - the Bluffs at Hidden Springs Specific Plan and EIR
Bill #WILD-02.0 - 9	6/30/2025	7/17/2025	2,427.50	PLACEWORKS	June 2025 Contractual Svc - GP Update/EIR
Bill #5610005553	6/18/2025	7/17/2025	2,106.00	YUNEX, LLC	Street Light Extra Work Finch Ct. Pole KD & Removal - June 2025
Bill #96539	6/27/2025	7/17/2025	244.69	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Traffic Signs - June, 2025 Traffic and Street Signs Annual Prog.
Bill #170549016-0002	6/23/2025	7/17/2025	2,844.28	SUNBELT RENTALS, INC.	Rental Equipment for Lost Rd Clean Up- June, 2025
Bill #071725	7/17/2025	7/17/2025	100.00	FRANCHISE TAX BOARD	Withholding Order - Case #545957597
Bill #1020847562	6/25/2025	7/17/2025	1,249.73	DELL MARKETING L.P.	Cory Gorham Monitor

Bill #10819602740	6/12/2025	7/17/2025	180.08	DELL MARKETING L.P.	Monitor for Abdu
Bill #10818781530	6/7/2025	7/17/2025	1,270.39	DELL MARKETING L.P.	Chris Mann CPU Monitors
Bill #11738668	6/4/2025	7/17/2025	205.67	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Ordinance 251 Proposed Fire Hazard Severity Zones
Bill #11738111	6/7/2025	7/17/2025	299.17	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Trash Charges 2024
Bill #11739588	6/7/2025	7/17/2025	249.30	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - PLN 24-0048
Bill #11740813	6/16/2025	7/17/2025	236.84	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - PLN-24-0055 Gas Station CUP NOPH
Bill #11742604	6/26/2025	7/17/2025	218.14	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Ord 251 Adoption of Fire Hazard Severity Zones
Bill #11743596	6/29/2025	7/17/2025	210.35	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - ZOA 2025-01 NOPH CC
Bill #11743908	6/29/2025	7/17/2025	211.90	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - LLMD 89-1C Levies for FY2025-26
Bill #11743910	6/29/2025	7/17/2025	180.74	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - CSA Levies for FY25/26
Bill #INV-2746	6/30/2025	7/17/2025	1,910.94	CALIFORNIA INTERGOVERNMENTAL, RISK AUTHORITY (CIRA)	General Liab. and Workers' Comp Deductible for April-June 2025
Bill #188866201070725	7/7/2025	7/17/2025	5.30	CHARTER COMMUNICATIONS	Cable through 08/07/25 - FS61
Bill #39641234	7/9/2025	7/17/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. 022-1585799
Bill #2868	6/30/2025	7/17/2025	4,192.11	MOTOPORT USA	Uniform for Police Officer
Bill #833838	6/30/2025	7/17/2025	245.00	DEPARTMENT OF JUSTICE	June 2025 Blood Alcohol Analysis (7)
Bill #15654	7/16/2025	7/17/2025	3,828.50	INTELLI-TECH	Switch and Access Point
Bill #004546	7/17/2025	7/17/2025	37,154.62	INTERNAL REVENUE SERVICE	Federal Withholding Remittance for 6/28/25-7/11/25
Bill #033213	7/17/2025	7/17/2025	11,210.77	STATE OF CALIFORNIA, EMPLOYEE DEVELOPMENT DEPARTMENT	State Withholding for 6/25/25-7/11/25
Bill #013523	1/16/2025	7/17/2025	23,008.62	INTERNAL REVENUE SERVICE	Federal Withholding Repayment for 12/28/24-1/16/25
Bill #43278	6/10/2025	7/24/2025	1,170.00	HAZZARD BACKFLOW INC	Backflow Device Testing 2025
Bill #45932	5/13/2025	7/24/2025	4,489.00	INLAND EMPIRE LANDSCAPE INC	Marna O'Brien & Windsong Herbicide Application
Bill #4235906245	7/3/2025	7/24/2025	168.11	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #55953	5/25/2025	7/24/2025	1,047.25	MARK THOMAS & COMPANY INC.	Design Services - May 2025
Bill #46027	5/31/2025	7/24/2025	13,127.99	INLAND EMPIRE LANDSCAPE INC	Landscape Maintenance - May 2025
Bill #CA1003212	6/30/2025	7/24/2025	6,418.53	SCA OF CA, LLC	Street Sweeping - June, 2025
Bill #2025-815	5/31/2025	7/24/2025	2,322.00	TKE ENGINEERING INC	Community Services Special Events Reviews - Apr, 2025- May 2025
Bill #771693	7/7/2025	7/24/2025	271.88	DOG WASTE DEPOT	Doggie Waste Bags
Bill #2506C544	5/31/2025	7/24/2025	3,010.00	PARSONS TRANSPORTATION GRP INC	Professional Services Agreement #19 05/01/25-05/31/25
Bill #4824	6/30/2025	7/24/2025	9,150.00	ELM TREE CARE	La Estrella Tree Trimming
Bill #25-578	7/9/2025	7/24/2025	9,950.00	CT CONCRETE CUTTING, INC.	Sink Hole Repair
Bill #INV0000233535	7/15/2025	7/24/2025	4,233.00	ARMADA ADMINISTRATORS	Armada Care Insurance Council
Bill #2025-26	7/16/2025	7/24/2025	14,560.00	ECONOMIC DEVELOPMENT, CORPORATION	FY2025-26 (1) Municipal Membership
Bill #96604	6/30/2025	7/24/2025	3,180.94	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (9 Manufactured City Signs), June 2025
Bill #96676	7/9/2025	7/24/2025	103.31	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Purchased Stop Sign) July, 2025
Bill #96680	7/9/2025	7/24/2025	103.31	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Purchased Sign)
Bill #WILD-01.8 - 9	6/30/2025	7/24/2025	9,389.63	PLACEWORKS	CIP 025-1 Clinton Keith Road Widening PH 1, Design PS&E, June 2025
Bill #71725	7/17/2025	7/24/2025	468,834.84	VAN ENGINEERING	Progress Payment #5 CIP028-2 & CIP067-1
Bill #5610005762	6/30/2025	7/24/2025	240.00	YUNEX, LLC	Yunex Streetlight Inspection - Tricon Dev. Project, June, 2025
Bill #2025-972	6/30/2025	7/24/2025	1,890.00	TKE ENGINEERING INC	CIP 025-1 Clinton Keith Road Widening PH 1, Design PS&E, June 2025
Bill #23164193	6/30/2025	7/24/2025	1,480.75	ST. FRANCIS ELECTRIC	Routine Traffic Signal Main - June, 2025
Bill #23164194	6/30/2025	7/24/2025	671.19	ST. FRANCIS ELECTRIC	Traffic Signal Extra Work - City Signal Related June, 2025
Bill #082317220X250713	7/13/2025	7/24/2025	173.99	DIRECT TV	07/12/25-08/11/25 Cable Services - City Hall
Bill #71725	7/17/2025	7/24/2025	106.82	MAGDALENO, YVETTE	Reimbursement for mileage 07/15/25-07/16/25
Bill #71725	7/17/2025	7/24/2025	90.02	ROSALES, ANNELLE	Mileage Reimbursement 07/15/25-07/16/25
Bill #300004562	7/1/2025	7/24/2025	250.00	CALIFORNIA MUNICIPAL CLERKS ASSOCIATION	FY2025-26 CMCA Membership Dues
Bill #200005010	8/15/2025	7/24/2025	150.00	CALIFORNIA MUNICIPAL CLERKS ASSOCIATION	Athenian Dialogue (Virtual) - 08/15/25 - Heidi Jemane
Bill #071525-5636	7/14/2025	7/24/2025	140.01	EDISON	06/12/25-07/14/25 Electricity Suite 101
Bill #071525-2838	7/14/2025	7/24/2025	1,534.13	EDISON	06/12/25-07/14/25 Electric City Hall
Bill #071525-3123	7/14/2025	7/24/2025	217.47	EDISON	06/12/25-07/14/25 Clinton Keith Rd Suite 109
Bill #071525-7255	7/14/2025	7/24/2025	274.12	EDISON	06/12/25-07/14/25 23873 Clinton Keith Rd Suite 110
Bill #071525-3487	7/14/2025	7/24/2025	460.89	EDISON	06/12/25-07/14/25 23873 Clinton Keith Rd Suite 103
Bill #071625-4237	7/15/2025	7/24/2025	265.91	EDISON	06/13/25-07/15/25 Electricity Suite #111
Bill #14259	7/17/2025	7/24/2025	52.20	AMERICAN EAGLE TROPHIES	(1) Engraved Plaque 3X18

Bill #43656	6/30/2025	7/24/2025	480.68	LOGO JOE'S	Marquez Apparel
Bill #071625-3047	7/15/2025	7/24/2025	79.71	EDISON	06/13/25-07/15/25 34311 Mission Trail TC1
Bill #071625-3243	7/15/2025	7/24/2025	33.99	EDISON	06/13/25-07/15/25 31818 Central St LS3
Bill #071625-3950	7/15/2025	7/24/2025	31.34	EDISON	06/13/25-07/15/25 34311 Mission Trail LS3
Bill #071625-5361	7/15/2025	7/24/2025	86.70	EDISON	06/13/25-07/15/25 31818 Central TC1
Bill #071625-8688	7/15/2025	7/24/2025	84.37	EDISON	06/13/25-07/15/25 21458 Grand Ave TC1
Bill #071625-7372	7/15/2025	7/24/2025	71.11	EDISON	06/13/25-07/15/25 24211 Clinton Keith Rd TC1
Bill #071425-2529	7/13/2025	7/24/2025	234.74	EDISON	06/04/25-07/13/25 22378 Bundy Canyon Rd
Bill #070925	7/9/2025	7/24/2025	5,253.90	BEATTY ISABEL	Developer Deposit Reimbursement for Unused Funds
Bill #72125	7/21/2025	7/24/2025	1,074.61	SINAY, MATTHEW	Refund of Unused Developer Deposit Funds for Permit BRS-23-0593
Bill #4237279812	7/17/2025	7/24/2025	168.11	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4236552403	7/10/2025	7/24/2025	168.11	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #6954	7/11/2025	7/24/2025	2,500.00	INLAND EMPIRE A/V RENTALS	Discovery Night: Stage, Lighting & Sound
Bill #6156	7/12/2025	7/24/2025	187.00	EMERGENCY-1 RESPONSE, INC.	EMT Service - Professional Services for Discovery Night
Bill #406603	7/16/2025	7/24/2025	178.09	STAUFFERS LAWN EQUIPMENT	Equip/Maint. Repair
Bill #71625	7/16/2025	7/24/2025	785.00	THE CABINET GUY	Replacement of cabinets at Fire Station
Bill #309013/3	6/30/2025	7/24/2025	20.65	ACE HARDWARE	Facilities Supplies
Bill #309019/3	6/30/2025	7/24/2025	7.83	ACE HARDWARE	Facilities Supplies
Bill #2984	7/11/2025	7/24/2025	385.00	KAREN PINO DBA ART IN MOTION FOR KIDS	Entertainment for Discovery Night Event 7/11/25
Bill #2020112552	6/30/2025	7/24/2025	8,035.26	ABSOLUTE INTERNATIONAL, SECURITY INC	June 2025 Security Patrol Services
Bill #16980552	4/30/2025	7/24/2025	10,935.07	ALLIED UNIVERSAL JANITORIAL SERVICES	April 2025 Janitorial Services
Bill #162676	7/22/2025	7/24/2025	3,000.00	JOE A. GONSALVES & SON	July 2025 Prof. Contractual Legislative Advocacy Svcs
Bill #344262	5/31/2025	7/24/2025	64,305.93	BURKE, WILLIAMS AND SORENSON,, LLP	Legal Services - May 2025
Bill #CD_001171205	7/22/2025	7/24/2025	547.77	RING CENTRAL	Mobile User & Additional Service Line
Bill #102045084	7/22/2025	7/24/2025	4,437.75	ORACLE AMERICA, INC.	Oracle Services 06/16/25-07/14/25
Bill #402689	6/30/2025	7/24/2025	90.40	STAUFFERS LAWN EQUIPMENT	Equipment Maint/Repair
Bill #404648	6/30/2025	7/24/2025	188.79	STAUFFERS LAWN EQUIPMENT	Equipment Maint/Repair
Bill #2370	6/15/2025	7/24/2025	3,500.00	DYLAN DIXON TREE SERVICES	Tree Maintenance - Windsong & 20 Acre Park
Bill #05F8710025004	6/30/2025	7/24/2025	1,789.45	PRIMO BRANDS	City Hall Drinking Water Services 03/30/25-06/26/25
Bill #100000017979151	7/11/2025	7/24/2025	1,145.23	YORK, DANIEL	07/2025 Medical Reimbursement per Contract
Bill #72225	6/30/2025	7/24/2025	37,660.80	WESTERN RIVERSIDE COUNTY, RCA	June 2025 MSHCP Fees
Bill #72225	6/30/2025	7/24/2025	12,950.00	RCHCA	June 2025 SKR Fees (FY2025)
Bill #SH0000048705	7/15/2025	7/24/2025	36,327.00	RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	Riverside CAL-ID FY 2025-2026 Member Agency Assessment
Bill #000211	7/24/2025	7/24/2025	464.08	THE STANDARD INSURANCE COMPANY	July 2025 Vision Insurance Premiums
Bill #000212	7/24/2025	7/24/2025	4,234.08	THE STANDARD INSURANCE COMPANY	July 2025 Dental Premiums
Bill #251IN-3	7/2/2025	7/29/2025	4,147.08	COMMON GROUND ELECTRIC	Replacement of Electrical Box
Bill #2025-450-2025-481	3/31/2025	7/31/2025	37,348.50	TKE ENGINEERING INC	Contractual Services 03/01/25-03/31/25
Bill #255346	7/16/2025	7/31/2025	724.80	UNITED STAFFING ASSOCIATES LLC	Temp to hire for facilities - Serafin Alejandro
Bill #INV-2709	7/18/2025	7/31/2025	6,449.30	CALIFORNIA INTERGOVERNMENTAL, RISK AUTHORITY (CIRA)	Crime, Cyber, Pollution, Weapons Insurance
Bill #INV-2616	7/17/2025	7/31/2025	51,281.00	CALIFORNIA INTERGOVERNMENTAL, RISK AUTHORITY (CIRA)	Property Insurance and Deductible Buydown FY 25-26
Bill #309067/3	7/10/2025	7/31/2025	4.09	ACE HARDWARE	Facilities Supplies
Bill #309036/3	7/1/2025	7/31/2025	31.58	ACE HARDWARE	Facilities Supplies
Bill #I016517-1	7/9/2025	7/31/2025	576.63	WESTERN FIRE CO., INC.	Fire Extinguishers Service
Bill #916142238	6/30/2025	7/31/2025	1,417.16	AIR EXCHANGE, INC.	Maintenance on FS61 Building
Bill #171182024-0002	7/8/2025	7/31/2025	501.38	SUNBELT RENTALS, INC.	Equipment Rental
Bill #404969	6/30/2025	7/31/2025	259.54	STAUFFERS LAWN EQUIPMENT	Equip/Maint. Repair
Bill #2025-970	6/30/2025	7/31/2025	1,223.00	TKE ENGINEERING INC	CIP 088, DESIGN PS&E 05/01/25-06/30/25
Bill #2025-973	6/30/2025	7/31/2025	1,591.00	TKE ENGINEERING INC	CIP 103, Design PS&E 05/01/25-06/30/25
Bill #2025-969	6/30/2025	7/31/2025	65.50	TKE ENGINEERING INC	CIP 063, Const Admin/Inspection 06/01/25-06/30/25
Bill #5610005717	6/30/2025	7/31/2025	5,190.00	YUNEX, LLC	Yunex-Re-Install Knockdown STL Pole 35681 Finch Ct.
Bill #2025-813	6/25/2025	7/31/2025	504.00	TKE ENGINEERING INC	CIP 025-1 Clinton Keith Road Widening PH 1
Bill #725060431	6/30/2025	7/31/2025	7,604.00	GEOCON WEST, INC.	CIP 028-2 Palomar Widening
Bill #23164195	6/30/2025	7/31/2025	207.00	ST. FRANCIS ELECTRIC	Traffic Signal Extra Work - Dev Related June, 2025
Bill #INV06-021122	6/13/2025	7/31/2025	59.73	AVENU INSIGHTS & ANALYTICS	SUTA Services for the tax quarter ending December 31, 2024
Bill #725050428	6/16/2025	7/31/2025	662.50	GEOCON WEST, INC.	CIP 067-1 Cemetery Frontage - May 2025

Bill #725060432	6/30/2025	7/31/2025	707.50	GEOCON WEST, INC.	CIP 067-1 Cemetery Frontage - June 2025
Bill #25-564	6/25/2025	7/31/2025	3,025.00	CT CONCRETE CUTTING, INC.	Emergency Asphalt Repair for Wildomar Trail Sinkhole - June 2025
Bill #33988	6/30/2025	7/31/2025	801.25	ARCHITERRA DESIGN GROUP	CFD Landscape Plan Rev/Inspection, June 2025
Bill #33981	6/30/2025	7/31/2025	62.50	ARCHITERRA DESIGN GROUP	CFD Landscape Plan Rev/Inspection, June 2025
Bill #33978	6/30/2025	7/31/2025	531.25	ARCHITERRA DESIGN GROUP	CFD Landscape Plan Rev/Inspection, June 2025
Bill #33977	6/30/2025	7/31/2025	1,006.10	ARCHITERRA DESIGN GROUP	CFD Landscape Plan Rev/Inspection, June 2025
Bill #33990	6/30/2025	7/31/2025	656.25	ARCHITERRA DESIGN GROUP	PC Review for Cornerstone Parking Lot, May 2025
Bill #396989906	7/18/2025	7/31/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #018-1765784
Bill #1926280	5/31/2025	7/31/2025	15,497.86	INTERWEST CONSULTING GROUP	Building & Safety Services -May 2025
Bill #1827406	6/27/2025	7/31/2025	33,984.68	INTERWEST CONSULTING GROUP	CIP Professional Services for the period 05/01/25-05/31/25
Bill #1821329	5/31/2025	7/31/2025	6,747.25	INTERWEST CONSULTING GROUP	Non CIP Services for May 2025
Bill #071825-3767	7/17/2025	7/31/2025	13.96	EDISON	06/17/25-07/17/25 31160 Clinton Keith Rd LS3
Bill #071825-7633	7/17/2025	7/31/2025	119.92	EDISON	06/17/25-07/17/25 32975 Willow Bay Rd TC1
Bill #071825-5249	7/17/2025	7/31/2025	32.79	EDISON	06/17/25-07/17/25 32975 Willow Bay Rd
Bill #071825-0022	7/17/2025	7/31/2025	119.55	EDISON	06/17/25-07/17/25 22628 Wildomar Trail TC1
Bill #73125	7/31/2025	7/31/2025	100.00	FRANCHISE TAX BOARD	Withholding Order - Case #545957597
Bill #653267	7/12/2025	7/31/2025	64.21	AFLAC, REMITTANCE PROCESSING, CENTER	July 2025 City Clerk Med Ins Benefits
Bill #71025	7/10/2025	7/31/2025	235.00	INTERNATIONAL INSTITUTE OF, MUNICIPAL	IIMC Annual Membership through 09/30/2026
Bill #SIN052412	6/30/2025	7/31/2025	3,180.60	HDL SOFTWARE LLC.	June 2025 HDL Fees
Bill #13737046	7/7/2025	7/31/2025	169.50	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/06/25-07/07/25 Water Zone 52 Loc 01
Bill #13737102	7/7/2025	7/31/2025	55.50	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/06/25-07/07/25 Water Zone 29 Loc 02
Bill #13737386	7/7/2025	7/31/2025	245.61	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/06/25-07/07/25 Water Zone 71 Loc 01
Bill #13737586	7/7/2025	7/31/2025	114.31	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/06/25-07/07/25 Water 32637 Gruwell St
Bill #13737667	7/7/2025	7/31/2025	8,077.66	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/06/25-07/07/25 Water 20505 Palomar St
Bill #13740894	7/7/2025	7/31/2025	561.69	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/06/25-07/07/25 Water CFD 2013-1 Zone 10
Bill #13745651	7/11/2025	7/31/2025	1,286.17	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/10/25-07/11/25 Water Zone 3 Loc M1
Bill #13745652	7/11/2025	7/31/2025	1,980.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/10/25-07/11/25 Water Zone 3 Loc 25 M2
Bill #13747425	7/11/2025	7/31/2025	1,868.16	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/10/25-07/11/25 Water Zone 3 Loc 25 M1
Bill #13748757	7/11/2025	7/31/2025	59.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/10/25-07/11/25 Water Malaga Gateway Pk
Bill #13742365	7/10/2025	7/31/2025	147.70	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/09/25-07/10/25 Water Zone Loc 07 M1
Bill #13742378	7/10/2025	7/31/2025	206.02	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/09/25-07/10/25 Water Heritage Pk (Autumn Oak)
Bill #621002	7/18/2025	7/31/2025	2,532.45	KUSTOM SIGNALS INC.	Lidar Laser Gun for officer
Bill #13748597	7/11/2025	7/31/2025	590.23	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/10/25-07/11/25 Water CFD 2013-1, Zone 2
Bill #072125-7151	7/15/2025	7/31/2025	10,522.79	EDISON	06/13/25-07/15/25 Electric - Traffic Control
Bill #8238Add7	7/28/2025	7/31/2025	69.00	LIFTOFF, LLC	Office 365 Plan G3 GCC, AAA-11894,3 months, 23.00/month
Bill #5864	5/11/2025	7/31/2025	183.00	EMERGENCY-1 RESPONSE, INC.	EMT Service - Family Night
Bill #136178	6/27/2025	7/31/2025	195.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control City Hall
Bill #133603	6/20/2025	7/31/2025	50.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control Marna
Bill #144299	7/24/2025	7/31/2025	195.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control City Hall
Bill #144285	7/24/2025	7/31/2025	50.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control Marna
Bill #473491	7/17/2025	7/31/2025	2,365.31	NUTRIEN AG SOLUTIONS	Equipment for Community Services
Bill #644855	7/1/2025	7/31/2025	1,292.13	TEMECULA VALLEY PIPE & SUPPLY	Irrigation Piping and Supplies
Bill #309117/3	7/24/2025	7/31/2025	69.53	ACE HARDWARE	Departmental Supplies - Marna
Bill #309123/3	7/25/2025	7/31/2025	94.35	ACE HARDWARE	Facilities Supplies
Bill #250726COW	7/22/2025	7/31/2025	1,350.00	ARTOVATOR	City Birthday Celebration - Face Painters
Bill #72625	7/26/2025	7/31/2025	500.00	DUSTIN THOMPSON PHOTOGRAPHY	Photographer with Props & Equipment for City Birthday Event
Bill #5142	7/22/2025	7/31/2025	1,449.00	LITTLE RASCALS EVENT SERVICES	City Birthday Celebration - Table Rental
Bill #RINV28445	7/25/2025	7/31/2025	1,919.38	SITE SERVICES OF AMERICA	Portable Bathroom & Handwash Station
Bill #003	7/26/2025	7/31/2025	500.00	ALYSSA LOSCHIAVO	City Event- Live Music Performance
Bill #25-1383	7/21/2025	7/31/2025	600.00	GATES SOUND	Service call for the Sound System
Bill #12348	7/24/2025	7/31/2025	310.00	RIGHTWAY	FS61 Septic Pumping
Bill #430238	7/21/2025	7/31/2025	803.50	RIGHTWAY SITE SERVICES, INC.	07/17/25-08/13/25 - Porta/Washstn - Windsong 2 Schedules Services
Bill #195778699	7/24/2025	7/31/2025	226.69	ULINE	Community Services Supplies
Bill #7028	7/8/2025	7/31/2025	6,020.00	INLAND EMPIRE A/V RENTALS	City Birthday - Sound, Stage & Lighting
Bill #2378	6/29/2025	7/31/2025	650.00	DYLAN DIXON TREE SERVICES	Tree Maintenance - Windsong & 20 Acre Park
Bill #96628	7/2/2025	7/31/2025	73.41	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Materials (Glass Beads/Striping Paint) Striping Annual program
Bill #96780	7/22/2025	7/31/2025	574.20	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Post/Rivets)

Bill #7487	6/30/2025	7/31/2025	5,200.00	CALIFORNIA CONSULTING, INC.	Grant Writing Services- June 2025 Retainer
Bill #2025-213	2/28/2025	7/31/2025	9,654.00	TKE ENGINEERING INC	CIP 026-2, DESIGN PS&E, Feb, 2025
Bill #4884	7/23/2025	7/31/2025	1,835.00	ELM TREE CARE	PW Road Maint. - Subcontractor Tree Removal Work (Loring Rd)
Bill #2025-447	3/31/2025	7/31/2025	7,494.00	TKE ENGINEERING INC	CIP 026-2 Design PS&E March 2025
Bill #2025-579	4/30/2025	7/31/2025	4,680.00	TKE ENGINEERING INC	CIP 026-2 Design PS&E April 2025
Bill #2025-812	5/31/2025	7/31/2025	5,029.50	TKE ENGINEERING INC	CIP 026-2 Design PS&E May 2025
Bill #72925	7/29/2025	7/31/2025	2,975.00	MARSHALL, JAMES	Developer Deposit Refund for Unused Funds PA#12-0389 PLN-12-0003
Bill #79621	6/18/2025	7/31/2025	144.00	AMERICAN FORENSIC NURSES	Blood Draw (2)
Bill #79542	5/28/2025	7/31/2025	72.00	AMERICAN FORENSIC NURSES	Blood Draw (1)
Bill #47749	6/30/2025	7/31/2025	329.65	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
	TOTAL:		**2,516,965.06**		

City of Wildomar
Wire Transfer Register
7/31/2025

ACH Date	Payee	Description	Amount
7/8/2025	Frontier Communications	Monthly Phone and Internet Services	$ 449.92
7/11/2025	Wells Fargo	Client Services Banking Fee	$ 5,539.45
7/14/2025	Viasat, Inc.	Cemetery Phone and Internet	$ 177.53
7/14/2025	Viasat, Inc.	Cemetery Phone and Internet	$ 417.53
7/15/2025	Frontier Communications	Monthly Phone and Internet Services	$ 102.48
7/17/2025	Frontier Communications	Monthly Phone and Internet Services	$ 159.99
7/18/2025	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$ 77,617.45
7/21/2025	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$ 6,002.96
7/28/2025	Frontier Communications	Monthly Phone and Internet Services	$ 72.03
7/28/2025	Frontier Communications	Monthly Phone and Internet Services	$ 743.59
		TOTAL	$ 91,282.93

City of Wildomar
Payroll Warrant Register
8/1/2025

ACH Date	Payee	Description		Amount
7/3/2025	Staff Payroll	6/14/2025-6/27/2025	$	214,447.56
7/17/2025	Staff Payroll	6/28/2025-7/11/2025	$	288,897.46
7/31/2025	Staff Payroll	7/12/2025-7/25/2025	$	212,487.37
8/1/2025	Council Payroll	7/1/2025-7/31/2025	$	13,100.37
		TOTAL	**$**	**728,932.76**

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: August 13, 2025

SUBJECT: June 2025 City Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for June 2025.

SUMMARY:
June 2025 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of June 2025. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for its city investments.

On October 12th, 2022, the City entered into an agreement with PFM Asset Management as an investment advisor for the City's CAMP investment pool and established an additional managed CAMP account for long-term investments. Over time, this is expected to increase the returns on the City investments above the normal CAMP pool rate.

Over this month, the City earned $150,278.39 in interest from its investment accounts.

ACCOUNT CODE:
100-1012
100-1011
110-1011
115-1011
120-1011
201-1011
212-1011
300-1011
301-1011
420-1011
421-1011
440-1011
461-1011

FISCAL IMPACT:
This is only a report on balances for the City and therefore it has no fiscal impact.

ATTACHMENTS:

June 2025 City Treasurer's Report.pdf

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
June 2025

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 11,781,316.02	$ 5,153,453.57	(4,474,650.53)	$ 12,460,119.06	4.18191%
		TOTAL	$ 11,781,316.02	$ 5,153,453.57	$ (4,474,650.53)	$ 12,460,119.06	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,231,244.20	$ 5,231,244.20	$ 5,231,244.20	12.40%	N/A	4.269%
Various	CAMP POOL	$ 12,801,368.43	$ 12,801,368.43	$ 12,801,368.43	30.35%	N/A	4.400%
Various	CAMP MANAGED ACCOUNT	$ 23,626,546.95	$ 23,626,546.95	$ 24,140,980.19	57.24%	929	4.050%
	TOTAL	$ 41,659,159.58	$ 41,659,159.58	$ 42,173,592.82	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 54,119,278.64

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 5,231,244.20	$ 0.00	$ 0.00	$ 0.00	$ 5,231,244.20	4.269%
100	General	CAMP POOL	$ 5,507,492.97	$ 0.00	$ 19,940.04	$ 0.00	$ 5,527,433.01	4.400%
115	ARPA	CAMP POOL	$ 838,547.20	$ 0.00	$ 3,035.99	$ 0.00	$ 841,583.19	4.400%
120	AA	CAMP POOL	$ 3,225,813.21	$ 0.00	$ 11,679.15	$ 0.00	$ 3,237,492.36	4.400%
461	DIF Park Imp.	CAMP POOL	$ 2,738,276.67	$ 0.00	$ 9,914.01	$ 0.00	$ 2,748,190.68	4.400%
301	Endowment	CAMP POOL	$ 445,057.85	$ 0.00	$ 1,611.34	$ 0.00	$ 446,669.19	4.400%
100	General	CAMP MANAGED ACCOUNT	$ 6,412,397.19	$ 0.00	$ 28,431.08	$ 0.00	$ 6,440,828.27	4.050%
110	Dev. Agrmnt.	CAMP MANAGED ACCOUNT	$ 2,416,388.87	$ 0.00	$ 10,668.00	$ 0.00	$ 2,427,056.87	4.050%
120	AA	CAMP MANAGED ACCOUNT	$ 6,519,776.04	$ 0.00	$ 28,865.19	$ 0.00	$ 6,548,641.23	4.050%
201	Measure A	CAMP MANAGED ACCOUNT	$ 1,212,943.66	$ 0.00	$ 5,351.11	$ 0.00	$ 1,218,294.77	4.050%
212	Waste Svcs.	CAMP MANAGED ACCOUNT	$ 1,080,734.60	$ 0.00	$ 4,783.84	$ 0.00	$ 1,085,518.44	4.050%
300	Cemetery	CAMP MANAGED ACCOUNT	$ 1,080,734.60	$ 0.00	$ 4,783.84	$ 0.00	$ 1,085,518.44	4.050%
420	Public Fac.	CAMP MANAGED ACCOUNT	$ 517,953.57	$ 0.00	$ 2,285.04	$ 0.00	$ 520,238.61	4.050%
421	Police Fac.	CAMP MANAGED ACCOUNT	$ 517,953.57	$ 0.00	$ 2,285.04	$ 0.00	$ 520,238.61	4.050%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,713,489.43	$ 0.00	$ 12,074.63	$ 0.00	$ 2,725,564.06	4.050%
461	DIF Park Imp.	CAMP MANAGED ACCOUNT	$ 1,050,077.55	$ 0.00	$ 4,570.09	$ 0.00	$ 1,054,647.64	4.050%
		TOTAL	$ 41,508,881.19	$ 0.00	$ 150,278.39	$ 0.00	$ 41,659,159.58	

In compliance with the California Code Section 53646, as City Treasurer for the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months, and that all investments are in compliance with the City's Statement of Investment Policy.

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

Heidi Schrader

Heidi Schrader
City Treasurer

7/8/2025

Date

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: August 13, 2025

SUBJECT: Development Code Amendment No. 2025-01 (Cannabis) - Second Reading and Adoption of an Ordinance No. 252 revising Title 17 (Development Code) of the Wildomar Municipal Code

SUBMITTED BY: Robert Flores, Interim Community Development Director

PREPARED BY: Robert Flores, Interim Community Development Director

ACTION:
1. Determine that Development Code Amendment No. 2025-01, and its adopting Ordinance No. 252, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Conduct a second reading by title only and adopt Ordinance No. 252 amending Title 17 (Development Code) of the Wildomar Municipal Code, as entitled:

ORDINANCE NO. 252
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-01 AMENDING VARIOUS CHAPTERS OF THE WILDOMAR MUNICIPAL CODE RELATED TO CANNABIS BUSINESSES

SUMMARY:
2nd Reading and Adoption of Ordinance No. 252 revising Title 17 (Development Code) of the Wildomar Municipal Code relating to cannabis businesses.

BACKGROUND:

City Council originally adopted Ordinance No. 187 on June 6, 2020, to establish Cannabis Business regulations within the City zoning ordinance. Currently, several approved cannabis businesses with largely successful financial operations operate within the City limits. Several years of implementation of the City's Cannabis regulations has provided additional experience, perspective, and guidance on the Cannabis use.

In addition, on January 15, 2025, the City Council adopted Ordinance No. 247 adopting a new comprehensive Development Code for the City. Several original provisions from Ordinance No. 187 were omitted from the new Development Code, and the City desires to add those provisions back into the Cannabis regulation.

Therefore, on February 12, 2025, the City Council directed the Community Development Department to amend Chapter 17.240 (Cannabis) of the Wildomar Municipal Code to increase

the distance standards from residential zones and uses from 100 feet to 600 feet for future retail cannabis businesses located in commercial zones; and to prohibit cannabis cultivation, manufacturing, distribution, testing laboratories, and cannabis cafes in all zones. This update will ensure there is no unintentional change to the City's pre-existing regulations and the regulations match the City's goals and direction for Cannabis businesses operating within the City.

Planning Commission (June 4, 2025):

At its June 4, 2025, regular meeting, the Planning Commission held a duly noticed public hearing and voted 4-0 to adopt Planning Commission Resolution No. 2025-06, recommending that the City Council find the code amendment exempt from further environmental review, approve Development Code Amendment No. 2025-01, and adopt the associated ordinance, are attached hereto and incorporated herein by reference.

City Council Public Hearing (July 9, 2025):

At its July 9, 2025, the City Council introduced Ordinance No. 252 approving Development Code Amendment 2025-01, as recommended by the Planning Commission. The ordinance is now being presented to the City Council for a second reading by title only and adoption. Additionally, on July 9, 2025, the City Council also determined that DCA 2025-01 and its adopting ordinance is exempt from the California Environmental Quality Act (CEQA) as a commonsense exemption under Section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT:
The fiscal impacts associated with the drafting, legal review, and implementation of this ordinance are covered by the cannabis regulatory fee in the General Fund. Existing cannabis businesses will be allowed to operate as approved, which are expected to continue to fulfill their financial obligations from approved operations.

ATTACHMENTS:
Attachment A - Ordinance No. 252

ATTACHMENT A

Ordinance No. 252 for DCA 2025-01

ORDINANCE NO. 252

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-01 AMENDING VARIOUS CHAPTERS OF THE WILDOMAR MUNICIPAL CODE RELATED TO CANNABIS BUSINESSES

WHEREAS, in 1996, the voters of the State of California approved Proposition 215, which was codified as Health and Safety Code Section 11362.et seq., and entitled the Compassionate Use Act of 1996, which intended to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under limited, specified circumstances; and

WHEREAS, in 2004, the California legislature enacted Senate Bill 420, the Medicinal Marijuana Program (the "MMP"), which, as codified in California Health and Safety Code Section 11362.7 et seq., was intended to clarify the CUA's scope and immunize from criminal prosecution, under specified state laws, certain activities and conduct related to the provision of medicinal marijuana to qualified patients; and

WHEREAS, on November 8, 2016, the voters of the State of California approved Proposition 64, entitled the "Control, Regulate and Tax Adult Use of Marijuana Act," which legalizes and regulates recreational marijuana in California; and,

WHEREAS, the State has established an integrated licensing and regulatory system for both medicinal and recreational marijuana businesses consistent with Propositions 215 and 64 entitled the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), codified in Business and Professions Code section 26000 et seq.; and,

WHEREAS, Business and Professions Code section 26200 expressly recognizes the ability of cities to completely prohibit all medicinal and recreational cannabis businesses or to allow and regulate such businesses; and,

WHEREAS, allowing commercial cannabis facilities in the City, subject to regulation, will lessen the financial burdens and public health and safety risks caused by current illegally operated commercial cannabis facilities; and,

WHEREAS, a majority of the voters in Wildomar who voted on Proposition 64 at the November 8, 2016 election voted in favor of Proposition 64; and

WHEREAS, consistent with the will of the voters of Wildomar who favored legalizing cannabis, the City Council adopted Ordinance Nos. 187 and 188 on June 6, 2020, permitting commercial cannabis activity in the City subject to regulation ; and

WHEREAS, on January 15, 2025, the City Council adopted Ordinance No. 247 adopting a new Development Code for the City, subsequently it was discovered that several pre-existing provisions were unintentionally omitted from the new Development Code, and the City Council desires to add those provision back into the Development Code; and

WHEREAS, in accordance with Chapter 17.145 of the Wildomar Municipal Code and California Government Code, Section 65800, et seq., the City Council has the authority to take action on the proposed Development Code Amendment No. 2025-01; and

WHEREAS, the Planning Commission conducted a meeting and held a noticed public hearing on June 4, 2025 to review Development Code Amendment No. 2025-01, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed municipal code amendment, and at which time the Planning Commission received public testimony, and subsequently adopted Planning Commission Resolution No. 2025-01 recommending City Council approve Development Code Amendment No. 2025-01 and adopt the associated ordinance; and

WHEREAS, in accordance with Chapter 17.125.070 of the Wildomar Municipal Code, the Community Development Department on June 29, 2025 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the July 9, 2025 City Council meeting where the Council discussed the proposed Development Code Amendment No. 2025-01; and

WHEREAS, in accordance with Chapter 17.125.070 of the Wildomar Municipal Code of the Wildomar Municipal Code, the City Council, upon recommendation from the Planning Commission, conducted a duly noticed public hearing to introduce this ordinance and discuss Development Code Amendment No. 2025-01 on July 9, 2025, and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed municipal code amendment, and at which time the City Council received public testimony concerning the proposed code amendment.

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

SECTION 1: <u>CEQA ENVIRONMENTAL DETERMINATION.</u>

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Development Code Amendment No. 2025-01. Based on this review, the City Council finds that approval of Development Code Amendment No. 2025-01 is exempt under the California Environmental Quality Act (CEQA) Guidelines pursuant to CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment because it reduces cannabis development potential in the City by eliminating certain cannabis uses

as conditionally permitted uses in the Zoning Code and requiring additional separation between cannabis retail and residential uses. The Cannabis regulations will still require discretionary entitlements (i.e., Development Agreements and Conditional Use Permits) to be approved for each cannabis business seeking to operate in the City, which require separate CEQA compliance and documentation prior to approval. In addition, Development Code Amendment No. 2025-01 corrects unintentional omissions that occurred during the comprehensive Development Code update adopted by the City Council on January 15, 2025, by adding back in pre-existing provisions that were accidentally omitted from the new Development Code. These corrections ensure there is no unintentional change to the City's pre-existing regulations and therefore are exempt from CEQA review under CEQA Guideline 15091(b)(3) as it can be seen with certainty that continuing existing regulations will not cause any impact to the environment.

SECTION 2. <u>REQUIRED DEVELOPMENT CODE AMENDMENT FINDING.</u>

In accordance with the provisions of Section 17.145.040 of the Wildomar Municipal Code, the City Council hereby makes the following finding in support of approval of Development Code Amendment No. 2025-01, and adoption of the associated ordinance.

A. The proposed amendment is consistent with the Wildomar General Plan goals, policies, and implementation programs.

<u>Evidence:</u> The proposed code amendment modifies the Wildomar Development Code to increase the distance standards from residential zones and uses from 100 feet to 600 feet for future retail cannabis businesses located in commercial zones; and to prohibit cannabis cultivation, manufacturing, distribution, testing laboratories, and cannabis cafes in all zones. Implementation of the amended regulations will reduce possible nuisance and noise issues for residences as well as increase public safety. Additionally, the proposed amended regulations will still be consistent with Wildomar General Plan policies in that cannabis is still permitted, which furthers economic development and supports fiscal revenues, supported by existing and future cannabis businesses within the City limits.

SECTION 3. <u>ADDITION OF SECTION 17.25.050 TO THE MUNICIPAL CODE</u>

A new Section 17.25.050 is hereby added to the Wildomar Municipal Code to read as follows:

"17.25.050 Uses allowed in zone classifications.

The terminology used in Section 17.25.020 of this chapter is general only and is not intended to be descriptive of all uses allowed in the zone classifications. The zone classifications are specifically set forth in subsequent articles of the ordinance codified in this chapter to which reference should be made to determine all the uses permitted therein. When a use is not specifically listed as permitted or conditionally permitted in a zone classification, the use is prohibited unless, in circumstances where this section empowers him or her to do so, the Community Development Director makes a determination that the use is substantially the same in character and intensity as those uses permitted or conditionally permitted in the zone classification."

SECTION 4. ADDITION OF SECTION 17.25.060 TO THE MUNICIPAL CODE

A new Section 17.25.060 is hereby added to the Wildomar Municipal Code to read as follows:

"17.25.060 Commercial Cannabis Activities and Noncommercial Cannabis Cultivation.

A. Commercial Cannabis Activities and Facilities. Commercial cannabis activity, as defined in Business and Professions Code section 26001(k), is permitted in the City in compliance with chapters 5.76 and 17.240 of this code. It shall be a violation of this code to engage in any commercial cannabis activity that is not in full compliance with the requirements of chapters 5.76 and 17.240 of this code. It is a violation of this code for any building, facility, establishment, property, or location to be utilized by any person to establish, commence, engage in, conduct, or carry on, or permit another person to establish, commence, engage in, conduct, or carry on any commercial cannabis activity that is not in full compliance with the requirements of chapters 5.76 and 17.240 of this code.

B. Noncommercial Cannabis Cultivation. A person may cultivate no more than six living cannabis plants inside his or her private residence, or inside an accessory structure to his or her private residence located upon the grounds of that private residence that is fully enclosed and secured against unauthorized entry, provided that the owner of the property provides written consent expressly allowing the cannabis cultivation to occur, the person conducting the cannabis cultivation complies with all applicable Building Code requirements set forth in Title 17 of this code, there is no use of gas products (CO2, butane, propane, natural gas, etc.) on the property for purposes of cannabis cultivation, and the cannabis cultivation complies with Health and Safety Code section 11362.2(a)(3).

C. Enforcement. Any violation of this section shall be enforced pursuant to Chapter 1.16."

SECTION 5. ADDITION OF SECTION 17.25.070 TO THE MUNICIPAL CODE

A new Section 17.25.070 is hereby added to the Wildomar Municipal Code to read as follows:

"17.25.070 Industrial Hemp Cultivation.

A. Findings. Industrial hemp cultivation presents public health, safety and welfare issues that must be mitigated if such cultivation is to be permitted, including, but not limited to, odor control, pests, security, and other public safety concerns. As of the effective date of the ordinance adding this section to the Zoning Code, no industrial hemp cultivation uses have been established in the City and no cultivators have expressed interest to the City for establishing cultivation uses in the City. The City Council finds that the public interest is better served at this time by not expending public resources on establishing regulations for an industry that has not, and has expressed no interest in,

operating in the City. The City may reconsider the prohibition on industrial hemp cultivation contained herein in the future.

B. Definitions. The following definitions apply to this section:

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, processing, or manufacturing of industrial hemp.

"Industrial hemp" includes the definition as set forth in Health and Safety Code Section 11018.5(a). C.

C. Industrial Hemp Cultivation. The cultivation of industrial hemp as defined above is prohibited in all zone districts within the City of Wildomar. It is a violation of this Code for any building, facility, establishment, property, or location to be utilized by any person to establish, commence, engage in, conduct, or carry on, or permit another person to establish, commence, engage in, conduct, or carry on any industrial hemp cultivation in the City of Wildomar.

D. Violation—Separate Offense. Any person who violates any provision of this section is guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and may be penalized accordingly.

E. Penalties. Violation of any provision of this section is subject to penalties as set forth in Wildomar Municipal Code Chapter1.16.

F. Public Nuisance. In addition to the penalties set forth above, any violation of this section is declared to be a public nuisance per se and contrary to the public interest and will, at the discretion of the City, be subject to a cause of action for injunctive relief or any other available remedy under the law."

SECTION 6. AMENDMENT TO SECTION 17.40.020 OF THE MUNICIPAL CODE

Section 17.40.020 of the Wildomar Municipal Code is hereby amended to add a new subsection E to read as follows:

"E Prohibited Uses. Cannabis cultivation, manufacturing, distribution, and testing laboratories are prohibited in the C-G, C-H, MUL, and MUH zoning districts."

SECTION 7. **AMENDMENT OF CHAPTER 17.45 OF THE MUNICIPAL CODE**

Chapter 17.45 is hereby amended to revise Table 17.45.020-1 to change the row for "cannabis cultivation, manufacturing, distribution, and testing laboratories" to read as follows:

Allowed Use	M-I	M-C	Additional Requirements
cannabis cultivation, manufacturing, distribution, and testing laboratories	--	--	

SECTION 8. **AMENDMENT OF SECTION 17.240.060 OF THE MUNICIPAL CODE**

Section 17.240.060, paragraph A, is hereby amended to read as follows:

"

A. No cannabis business shall be located within 600 feet of a residential use or residential zone, public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park or a youth center."

SECTION 9. **AMENDMENT OF SECTION 17.240.070 OF THE WILDOMAR MUNICIPAL CODE**

Section 17.240.070, paragraph A, of the Wildomar Municipal Code is amended to add a new subparagraph A.8 to read as follows:

""Cannabis and cannabis products shall not be smoked, vaped, ingested, or otherwise consumed by any person on the premises of the cannabis business."

SECTION 10. **SEVERABILITY**

If any Chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 11. **EFFECTIVE DATE.**

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

SECTION 12. **CITY CLERK ACTION**

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Chapter 39633(c).

PASSED AND ADOPTED this 13th day of August, 2025.

_____
Ashlee Dephillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: August 13, 2025

SUBJECT: Adoption of the City of Wildomar Employer-Employee Relations Resolution

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO 2025.-___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

SUMMARY:
City staff recommend that the City Council adopt an Employer-Employee Relations Resolution (EERR) to formalize and standardize the City of Wildomar's procedures for administering labor relations in compliance with the Meyers-Milias-Brown Act (MMBA). This Resolution establishes a clear framework for recognizing employee organizations, determining appropriate representation units, engaging in good faith negotiations, and resolving impasses, while retaining authority to manage operations, maintain efficiency, and act during emergencies.

BACKGROUND:
Pursuant to Government Code Section 3507, the City is authorized to adopt reasonable rules and regulations for the administration of employer-employee relations under the Meyers-Milias-Brown Act (MMBA). The EERR serves as a foundational document to implement this authority and to facilitate fair, orderly, and transparent relations between the City and its employees.

The City of Wildomar has not previously adopted a comprehensive, stand-alone resolution formalizing these procedures. This EERR will help standardize processes related to employee organization recognition, appropriate bargaining units, and impasse procedures. It reflects best practices and aligns with current legal requirements, while also preserving the City's management rights and responsibilities.

DISCUSSION:
The proposed Employer-Employee Relations Resolution (EERR) provides a comprehensive framework for managing labor relations between the City of Wildomar and its employees in accordance with the Meyers-Milias-Brown Act (MMBA). It outlines procedures for the recognition and decertification of employee organizations, the determination of appropriate representation units, and the administration of the meet-and-confer process. By adopting this

resolution, the City will ensure legal compliance while promoting transparency and consistency in how employee relations are handled.

The EERR affirms both employee and employer rights. Employees are granted the right to join, form, or refrain from joining employee organizations, with protection against coercion or discrimination. Management and confidential employees are restricted from participating in representative activities where a conflict of interest may arise. At the same time, the City retains the right to manage its operations, direct its workforce, respond to emergencies, and make policy decisions without unnecessary encumbrance.

Key procedural elements include a clear petition process for recognition, detailed standards for establishing appropriate bargaining units, and impartial mechanisms such as third-party verification and secret ballot elections. The EERR also defines impasse procedures, including the option for mediation, fact-finding, and, ultimately, City Council action to resolve labor disputes in the public interest.

Additionally, the EERR addresses employee organization access to City resources and prohibits any disruption to City operations, such as strikes or work stoppages. The City Manager is authorized to implement rules to administer the Resolution, ensuring it remains adaptable to organizational and legal developments.

In adopting this EERR, the City will establish a legally compliant and practical foundation for managing employee relations in a manner that supports fairness, consistency, and effective public service delivery.

FISCAL IMPACT:

There is no fiscal impact to implement the Employer-Employee Relations Resolution.

ATTACHMENTS:
Resolution EERR
Classification Schedule

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

WHEREAS, a positive employee relations program which anticipates and addresses employee concerns results in increased job satisfaction and service to the community; and

WHEREAS, Government Code Section 3507 empowers a city to adopt reasonable rules and regulations for the administration of employer-employee relations, often referred to as an Employer-Employee Relations Resolution; and

WHEREAS, the City of Wildomar ("City") wishes to maintain an employee relations atmosphere which is conducive to the timely and effective resolution of employee concerns through the interaction of management and employees; and

WHEREAS, it is the desire of the City to protect the rights of all employees to present their individual or collective interests to the City Management; AND

WHEREAS, the City Council believes that it is in the best interests of the City and its employees to adopt this Employer-Employee Relations Resolution.

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

Article I -- General Provisions

Section 1. Title and Statement of Purpose:

This Employer Employee Relations Resolution ("Resolution") implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 *et seq.*) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. This Resolution is intended to provide procedures for the recognition and/or decertification of employee organizations, procedures for determining appropriate units of representation and/or modifying such units, and a reasonable, uniform and orderly method for the resolution of questions regarding wages, hours, and other terms and conditions of employment of City employees.

Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the

procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2. <u>Definitions:</u>

The following terms shall have the meaning indicated when used in connection with this Resolution, and any term not defined in this Resolution shall have the same meaning defined for that term by the MMBA, applicable judicial decisions, Public Employee Relations Board (PERB) decisions or regulations:

a. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Article II hereof.

b. "City" means the City of Wildomar and, where appropriate herein, refers to the City Council or any duly authorized City representative as herein defined.

c. "Confidential Employee" means any employee who is privy to the decisions of City management relative to the City's position on matters concerning employer-employee relations and shall include employees in administrative or secretarial support positions to such employees. Positions included in the City's position classification plan to be deemed to be confidential for the purpose of this resolution are all employees listed in the following groups on the City's Position Classification Schedule: 1) Group 1 – Executive Confidential; 2) Group 2a – Management – Confidential; and 3) Group 4a - Confidential , The Employee Relations Officer may designate additional confidential positions at his/her sole discretion. Any Recognized Employee Organization or Exclusively Recognized Employee Organizations directly affected by an action taken by the Employee Relations Officer due to designation of an employee as a Confidential Employee, may appeal such decision in accordance with Section 17. Failure to initiate an appeal within fifteen (15) days of such designation shall be deemed a waiver of the organization's right to appeal the action of the Employee Relations Officer.

d. "Consult/Consultation in Good Faith" means to communicate orally or in writing with any or all effected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an

exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.

e. “Day” means calendar day unless expressly stated otherwise.

f. “Employee” means any person regularly employed by the City except elected and appointed officials.

g. “Employee Organization” means any lawful organization that includes employees of the City as members and has as one of its primary purposes representing such employees in their employment relations with the City or any organization that seeks to represent employees in their relations with the City, provided, however, that the organization has no restriction on membership based on race, color, creed, sex, sexual orientation, marital status, or national origin, ancestry, religion, age (over 40), gender, gender identity, and gender expression, reproductive health decision-making, political affiliation, family care leave status, pregnancy, breastfeeding, physical or mental disability, medical condition, military and veteran status, genetic information, or a combination of two or more of the foregoing categories, or other basis protected by local, state or federal laws.

h. “Employee Relations Officer” means the City Manager or their duly authorized representative.

i. “Exclusively Recognized Employee Organization” means a sole employee organization certified as the representative of all employees in a unit or units, whether or not those employees are its members, and having the exclusive right and duty to meet and confer in good faith on behalf of said employees concerning statutorily required subjects pertaining to unit employees and thereby assuming the corresponding obligation of fairly representing said employees.

j. “Filing Period” is the period between October 1st and December 31st of every year following the adoption of this Resolution during which Employee Organizations may submit petitions to be recognized, decertified, or modified, or the period within which an Employee Organization may propose to modify any existing unit of representation.

k. “Impasse” is defined by the MMBA, legally binding judicial decisions and PERB interpretations. For reference it means that the representatives of the City and an Exclusively Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding and concerning which they are required to meet and confer, remain so

substantial and prolonged that further meeting and conferring would be futile.

l. "Management Employee" means:

1. An employee having significant responsibility for the formulation of program objectives and/or the development or policies and procedures for their accomplishment. Management Employees include, but are not limited to: the City Manager, Administrative Services Director, City Clerk, City Clerk – MMC Certified, Community Services Director, Community Development Director, Assistant City Manager, Deputy City Manager, Assistant to the City Manager, Economic Development Director, Public Works Director, Public Works Director/City Engineer, Chief Building Official, Code Enforcement Manager, Finance Manager, Human Resources and Risk Manager, Community Services Manager, Engineering Division Manager, Maintenance Manager, Planning Manager, Principal Engineer, Principal Planner, Senior Engineer, and Senior Planner.

2. Any employee having authority to exercise independent judgment in carrying out City policy to hire, transfer, suspend, lay off, recall, promote, discharge, assign, award or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of such authority is not a merely routine and clerical nature, but requires the use of independent judgment.

m. "MMBA": The Meyers-Milias-Brown Act, California Government Code section 3500 et. seq.

n. "Mediation or Conciliation" means the efforts of an impartial third person or persons, functioning as intermediaries, to assist the City and an Exclusively Recognized Employee Organization in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and Conciliation are interchangeable terms.

o. "Meet and Confer in Good Faith" is defined by the MMBA; legally binding judicial decisions and PERB interpretations. For reference it means the exchange of proposals and counterproposals between representatives of the City and an Exclusively Recognized Employee Organization regarding matters within the required scope of the meet and confer process in an endeavor to reach agreement.

p. "Memorandum of Understanding" means a written document jointly prepared by the Employee Relations Officer, or designee(s), and a Recognized Employee Organization or Exclusively Recognized Employee

Organization enumerating any agreement reached as the result of meeting and conferring on matters within the scope of representation, and the same signed by the parties involved and ratified by the majority of the relevant bargaining unit and approved by the City Council.

q. "Proof of Employee Support" means Employees or Employee organization submitting a petition to the Employee Relations Officer for a determination provided for in this Resolution to have clearly shown a desire to be represented and to have demonstrated proof of support by the requisite number of affected employees by means of any one or a combination of the following:

1. recently signed and dated signatures and each employee's printed name on petition with the purpose of the petition clearly stated on each page of the petition; or

2. an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee; or

3. Only signatures of employees currently employed in the positions within the affected or proposed representation unit on the date the petition is filed, and whose signatures have been recently signed shall be accepted as proof of support.

The words "recently signed" in this document shall mean signed within ninety (90) days prior to the filing of a petition.

r. "Proposed Unit" means a unit that the Employee Relations Officer has not yet designated as an appropriate unit.

s. "Professional Employee" means employees engaged in work requiring specialized knowledge and skill attained through completion of a recognized course of instruction, including, but not limited to, attorneys, planners, librarians, analysts, engineers, recreation specialists, teachers and various types of physical, chemical and biological scientists.

t. "Scope of Representation" is defined by the MMBA, legally binding judicial decisions and PERB interpretations. For reference, it means all matters relating to employment conditions and employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. However, the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. City rights as defined herein in Section 3 are excluded from the scope of representation.

Section 3. <u>City Rights and Responsibilities:</u>

The City, on its own behalf and on behalf of its electors, has and will retain all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and the constitution of the State of California, the Constitution of the United States, the Wildomar Municipal Code and any modifications made thereto and any resolution passed by City officials. Nothing in this Resolution shall be construed to limit or impair the right of the City to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it to be in the public interest to do any or all of the following

a. To manage the City generally and to determine the issues of policy.

b. To determine the existence or nonexistence of facts which are the basis of management decisions.

c. To determine the mission of its constituent departments, boards, and commissions.

d. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish any service.

e. To determine the nature, manner, means, and extent of services to be provided to the public.

f. To establish methods of financing.

g. To determine the types of equipment or technology to be used.

h. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.

i. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation.

j. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments for any employee.

k. To relieve employees from duties without cause, as well as for lack of work or-similar non-disciplinary reasons.

l. To establish and modify productivity and performance programs and standards for City operations.

m. To discharge, suspend, demote, or otherwise discipline in accordance with the provisions and procedures set forth in departmental and City disciplinary procedures.

n. To determine job classifications and to reclassify employees.

o. To hire, transfer, promote, and demote employees for non-disciplinary reasons.

p. To determine policies, procedures, and standards for the selection, training and promotion of employees.

q. To establish employee performance standards including, but not limited to, quality and quantity work standards and to require compliance therewith.

r. To maintain order and efficiency in its facilities and operations.

s. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City.

t. To take any and all necessary action to carry out the mission of the City in emergencies.

The City retains its rights to amend, modify, or rescind any policies, practices, or agreements which impact upon wages, hours, or working conditions of employees in cases of emergency as declared by the City Manager. Emergencies shall be defined as an act of God, natural disaster, legislative act, judicial action, as defined in Government Code section 8558, or other acts which are beyond the control of the City. If, under, this Section, the City takes such action, said action shall continue only for the duration of the emergency.

Section 4. <u>Employee Rights and Responsibilities:</u>

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

Professional Employees shall not be denied the right to be represented separately from non-professional employees by an employee organization consisting of such Professional Employees.

No Management or Confidential Employee may represent any employee organization, which represents other non-Management, or non-Confidential employees

of the City, on matters within the scope of representation, unless as permitted by the City's Employee Relations Officer, and no Management or Confidential Employee may engage in any activity with or on behalf of any employee organization which would result in an actual or apparent conflict of interest, as determined by the Employee Relations Officer, which includes sharing confidential labor relations information derived from their confidential status with anyone outside the City's authorized labor representatives and designated confidential employees

Article II -- Representation Proceedings

Section 5. Filing of Recognition Petition by Employee Organization:

Only one employee organization shall be recognized as an employee organization representing employees in a unit and, after the effective date of this Resolution, only exclusive recognition on behalf of a unit established in accordance with this Resolution or amendment hereto shall be conferred. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer during the Filing Period. The petition shall contain the following information:

a. Name, address, and telephone number of the employee organization.

b. Names and titles of its officers.

c. Names of employee organization representatives who are authorized to speak on behalf of the organization.

d. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the City.

e. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization(s).

f. A copy of the employee organization's current constitution and bylaws, which shall contain a statement that the employee organization has, as one of its primary purposes, the representation of employees in their employment relations with the City.

g. A designation of those persons, not exceeding two (2) in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.

h. A statement that the employee organization has no restriction on membership based on any protected characteristic as required by federal, state, or local law.

i. The job classifications or position titles of employees in the proposed unit claimed to be appropriate and the approximate number of member employees therein.

j. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the total eligible employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

k. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

Section 6. <u>City Response to Recognition Petition:</u>

a. Upon receipt of the Recognition Petition, the Employee Relations Officer shall determine whether:

1. The Recognition Petition satisfies the requirements of Article II, Section 5; and

2. The proposed representation unit is an appropriate unit in accordance with Section 12 of this Resolution.

The Employee Relations Officer may request verification of the sufficiency of the signatures submitted in support of a petition. Such request for verification shall be made within five (5) days after receipt of the petition. The time to request verification may be extended by mutual agreement. Verification shall be made by a mutually agreeable third party who shall advise the City and the employee organization of its findings.

b. If an affirmative determination is made by the Employee Relations Officer on the foregoing matters listed in subsection (a) above, the Employee Relations Officer shall inform the petitioning employee organization, give

written notice of the Recognition Petition to all the employees in the unit and any other employee organization(s) representing any employee in the same unit, and take no action on said request for thirty (30) days thereafter.

c. If either of the foregoing matters listed in subsection (a) above are not affirmatively determined, then the Employee Relations Officer shall deny the Recognition Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Recognition Petition. All defaults must be cured, and a valid Recognition Petition must be submitted by the end of the Filing Period, unless the submission deadline is extended by the Employee Relations Officer, who shall not extend the cure period more than fifteen (15) days beyond the end of the Filing Period. Neither the Employee Relations Officer nor the City is obligated to assist the petitioning employee organization in curing the alleged defects to the Recognition Petition.

d. The petitioning employee organization may appeal such determination in accordance with Section 17 of this Resolution.

Section 7. <u>Open Period for Filing Challenging Petition:</u>

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition(s) for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition(s) in accordance with Section 5 of this Resolution, except that the proof of employee support in the proposed appropriate unit shall be at least thirty percent (30%) of the total employees in the unit. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard.

Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 12. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 17.

Section 8. <u>Neutral Third Party Review of Proof of Support</u>

In the event the parties cannot agree whether the petition, or competing petition (if applicable), demonstrates the required proof of support for a recognition petition, decertification petition, severance petition, or unit modification petition, under this

Resolution, a neutral third party, selected by the Employee Relations Officer and the employee organization(s) shall review the proof of support submitted in support of the original petition and any competing petition (if applicable) to verify whether the employee organization has demonstrated the required proof of support for a recognition petition, decertification petition, severance petition or unit modification petition under this Resolution.

In the event the Employee Relations Officer and the employee organization(s) cannot agree on a neutral third party, the California State Mediation and Conciliation Service shall be the neutral third party. In the event that the neutral third party determines, based on employee proof of support that a second or competing employee organization has the support of at least thirty percent (30%) of the employees in the unit in which recognition, decertification or severance is sought, the neutral third party shall order an election to establish which employee organization, if any, has majority status. The election shall be conducted in accordance with Section 10.

Section 9. <u>Granting Recognition Without an Election:</u>

If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusively Recognized Employee Organization for the designated unit.

Section 10. <u>Granting Recognition Through Election Procedure:</u>

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with Article II of this Resolution shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons employed in regular full time positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election

involving three or more choices, where none of the choices receives more than 50% of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election. Within five (5) days from the date that the ballots of any election are counted, the Employee Relations Officer shall give written notice of the final results of the election to the City Council and to the participating employee organizations.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

Section 11. <u>Procedure for Decertification of Exclusively Recognized Employee Organization:</u>

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred fifty (150) days prior to the termination date of a Memorandum of Understanding, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

b. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

c. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

d. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof

shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

e. The Employee Relations Officer can accept only those petitions which (1) request decertification of the current recognized employee organization; and (2) do not request to carve out another unit from the already established appropriate unit.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section 11, and otherwise conforms to the requirements of Section 5 of this Resolution.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Resolution. If his/her determination is not affirmatively made, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 17 of this Resolution. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, the Employee Relations Officer shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 10 of this Resolution.

During the period specified in the first paragraph of this Section 11, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section 11, which the Employee Relations Officer shall act on in accordance with this Section 11.

If, pursuant to this Section 11, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization

shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Employee organizations, employees, or the Employee Relations Officer may initiate the decertification process; and either the Employee Relations Officer or the employee organization may propose unit modifications pursuant to Section 15. In the event the challenging employee organization wins the election, it is bound by the Memorandum of Understanding then in effect for its remaining term.

Section 12. <u>Policy and Standards for Determination of Appropriate Units:</u>

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

a. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

b. History of representation in the City and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

c. Consistency with the organizational patterns of the City.

d. Effect of differing legally mandated impasse resolution procedures.

e. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

f. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing related classifications among two or more units. A single classification shall not be divided between different units under any circumstances.

Notwithstanding the foregoing provisions of this Section, managerial, and confidential responsibilities, as defined in Section 2 of this Resolution, are determining factors in establishing appropriate units hereunder, and therefore managerial, and confidential employees may only be included in a unit consisting solely of managerial, or confidential employees respectively. Managerial, and confidential employees may not represent any employee organization which represents other employees.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer shall be final and binding.

Section 13. <u>Appropriate Units:</u>

As of the adoption date of this Resolution, there are no appropriate units under the terms of this Resolution and pursuant to Section 3500 et seq. of the Government Code.

Section 14. <u>Meet and Confer in Good Faith:</u>

The City shall meet and confer in good faith with any Exclusively Recognized Employee Organization prior to initiating, modifying, or eliminating any program or activity which will affect the wages, hours, benefits, or working conditions of the employees represented by the organization, and on matters within the scope of representation. In cases of emergency when the City Council determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or meeting with any Exclusively Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of the same.

In the event the City gives notice of an anticipated action pursuant to this Section, the City may specify in said notice a reasonable period of time within which the meet and confer process must be completed. If an Exclusively Recognized Employee Organization fails to deliver to the City a written request for a meeting within seven (7) days after receipt of the notice given by the City, or within such other noticed time as specified by the City due to an emergency, said employee organization(s) shall be deemed conclusively to have waived any right to meet and confer as to any matter noticed by the City pursuant to this Section.

Section 15. <u>Procedure for Modification of Established Appropriate Units:</u>

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 11 of this Resolution. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 5 of this Resolution, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 12 in this Resolution. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Resolution.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a

meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section 12 of this Resolution, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 17 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 5 hereof.

Section 16. Procedure for Processing Severance Requests:

An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form, and processing of such request shall be as specified in Section 16 for modification requests.

Section 17. Appeals:

An Employee Organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an Employee Organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Section 5), Challenging Petition (Section 7), Decertification Petition (Section 11), Unit Modification Petition (Section 15), or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Section 11) has not been filed in compliance with the applicable provisions of this Resolution, may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the City Council for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the City Council shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal. The City Council may, in its discretion, refer the dispute to a third party hearing process. Any decision of the City Council on the use of such procedure, and/or any decision of the City Council determining the substance of the dispute shall be final and binding.

Article III -- Administration

Section 18. Submission of Current Information by Recognized Employee Organizations:

All changes in the information filed with the City by a Recognized Employee Organization under items (a.) through (h.) of its Recognized Petition under Section 5 of this Resolution shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 19. Employee Organization Activities -- Use of City Resources:

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of City operations.

Section 20. Administrative Rules and Procedures:

The City Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Article IV -- Impasse Procedures

Section 21. Initiation of Impasse Procedures:

If the meet and confer process has reached impasse as defined in Section 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

a. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and

b. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Section 22. Impasse Procedures:

Impasse procedures are as follows:

a. If the parties agree to submit the dispute to mediation, then mediation will be conducted by a mediator from the California State Mediation and Conciliation Service, unless the parties agree to use another mediator. All mediation proceedings shall be private. The mediator shall make no public

recommendation, nor take any public position at any time concerning the issues. If there is a cost for the services of a mediator, then such costs shall be borne equally by the City and the involved employee organization.

b. If the parties, having so agreed to mediation, fail to resolve the dispute within thirty (30) days after the appointment of the mediator, then either party may thereafter request to submit the Impasse to fact-finding, as provided in Section 23. The parties are free to mutually extend the time limit if confirmed in writing.

c. If the parties do not agree to mediation, then the employee organization may request to submit the Impasse to fact-finding, as provided in Section 23.

d. If the Impasse has not been resolved through mediation, or the employee organization fails to request fact-finding, then the Impasse will be sent to the City Council, which shall hold a public hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to, unilaterally implementing its last, best, and final offer or such terms as must be reasonably comprehended from the last, best, and final offer. Any legislative action by the City Council on the Impasse shall be final and binding.

Section 23. <u>Fact Finding Procedures:</u>

a. Upon failure to agree to, or upon failure to reach an agreement through, mediation, the employee organization may submit a written request to the Employee Relations Officer and the Public Employment Relations Board for a fact-finding panel in accordance with state law:

1. If the dispute was submitted to mediation, then it must be submitted not sooner than thirty (30) days, but not more than forty-five (45) days, after the appointment of the mediator.

2. If the dispute was not submitted to mediation, then it must be submitted not later than thirty (30) days following the date that either party provided the other with a written notice of an Impasse and request for an Impasse meeting.

b. The request for fact-finding shall be filed with the Public Employment Relations Board - Los Angeles Regional Office located at 425 W. Broadway #400, Glendale, California 91204, with a proof of service, containing a declaration signed under penalty of perjury with the following information:

1. The name of the declarant;

2. The county and state in which the declarant is employed or resides;

3. A statement that the declarant is over the age of 18 years and not a party to the case;

4. The address of the declarant;

5. A description of the documents served;

6. The method of service and a statement that any postage or other costs were prepaid;

7. The name(s), address(es) and, if applicable, fax number(s) used for service on the party(ies); and

8. The date of service.

Approval or disapproval of all requests for fact-finding shall be in the discretion of the Public Employment Relations Board.

c. Within five (5) working days after notification from the Public Employment Relations Board that the fact-finding request has been approved, each party shall select a person to serve as its member of the fact-finding panel and notify the Public Employment Relations Board of its selection. The parties shall then select the chairperson by utilizing a strike procedure whereby each side strikes a member of the list provided by PERB until one is selected. Within five (5) working days after a chairperson is selected through this procedure, the parties may alternatively mutually agree upon another person to serve as chairperson. The strike procedure will be initiated by a coin toss by a representative of the City witnessed by the employee organization. The costs for the services of the chairperson, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be divided equally between the parties. Any other mutually incurred costs shall be divided equally between the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party. The parties are free to mutually extend the time limit if confirmed in writing.

d. Within ten (10) days of its appointment, the fact-finding panel shall meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate, including issuance of subpoenas requiring attendance and testimony and production of evidence. The parties are free to mutually extend the time limit if confirmed in writing.

e. Within thirty (30) days of its appointment, or upon agreement by the parties for a longer period, and if the dispute is not settled by the parties within said

time period, the fact-finding panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. In making its findings and recommendations, the fact-finding panel shall consider the following criteria:

1. State and federal laws that are applicable to the City;

2. Local rules, regulations, or ordinances;

3. Stipulations of the parties;

4. The interests and welfare of the public and the financial ability of the City;

5. Comparison of the wages, hours, and conditions of employment to employees performing similar services in comparable public agencies;

6. The consumer price index for goods and services, commonly known as the cost of living;

7. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received; and

8. Any other facts which are normally or traditionally taken into consideration in making the findings and recommendations.

f. The fact-finding panel shall submit its findings and recommendations in writing to the parties prior to making them available to the public for the purpose of resolving the impasse. The City shall make the findings and recommendations available to the public within ten (10) calendar days after its receipt.

g. If the Impasse has not been resolved within ten (10) calendar days after the City's receipt of the fact-finding panel findings and recommendations, then the Impasse shall be sent to the City Council, which shall then hold a hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom. Any legislative action by the City Council on the Impasse shall be final and binding, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom.

Section 24. Costs of Impasse and Fact-Finding Procedures:

The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the City and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.

Section 25. Payroll Deductions on Behalf of Exclusively Recognized Employee Organizations:

Upon formal acknowledgement by the City of an Exclusively Recognized Employee Organization under this Resolution, only such exclusively recognized employee organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by the exclusively recognized employee organization on forms provided by the exclusively recognized employee organization to the City. The providing of such service to the exclusively recognized employee organization by the City shall be contingent upon and in accordance with the provisions of a Memorandum of Understanding and/or applicable administrative procedures.

Article V -- Miscellaneous Provisions

Section 26. Peaceful Performance of City Services

Participation by an employee in any manner, in any strike, work stoppage, slow down, sick-in, or other concerted refusal to work by employees of the City or participation in any manner in any picketing or support of any such strike, work stoppage, slow down, sick-in, or other concerted refusal to work or impediment to work by employees of the City, or participation or inducing other employees of the City to engage in such activities shall subject the employee to disciplinary action up to and including termination. If an Exclusively Recognized Employee Organization, its representatives, or members, engage in, cause, instigate, encourage, or condone, in any manner, any strike, work stoppage, slow down, sick-in, or any other concerted refusal to work by employees of the City or any picketing in support thereof or any other form of interference with or of the peaceful performance of the City services in addition to any other lawful remedies or disciplinary actions, the City Manager may suspend or revoke the recognition granted such employee organization, may suspend or cancel any or all payroll deductions payable to such organization and prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations by such organization.

Any decision of the City Manager made under provisions of this section may be appealed to the City Council by filing a written notice of appeal with the City Manager accompanied by a complete statement setting forth all the grounds upon which the appeal is based. Such notice of appeal must be filed within seven (7) days after the City Manager

provides to the affected employee organization notice of the decision upon which its complaint is based. If a written notice of appeal is not filed with the City Manager within seven (7) days, then the decision of the City Manager shall be deemed final and not subject to any other appeal.

Section 27. <u>Construction:</u>

This Resolution shall be administered and construed as follows:

a. Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body or other representative of the City, the rights, powers and authority granted by federal or state law (or City provisions). Nothing in this Resolution shall be construed as a waiver of any rights unless expressly and specifically stated.

b. This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.

c. Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the City, employees recognize, as further provided in Section 26 above, that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under City law or contract.

Section 28. <u>Severability:</u>

If any provision, or portion of such provision, of this Resolution, or the application of such provision, or portion of such provision, to any persons or circumstances, shall be held invalid, the remainder of this Resolution, or the application of such provision, or portion of such provision, to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 29. <u>Modification to the Law:</u>

Any changes to the MMBA that affect the legality or application of any provision of this Resolution shall be incorporated herein.

Section 30. <u>Effective Date:</u>

This Resolution becomes effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of August, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Position Classification Schedule

effective August 13, 2025

Classification	FLSA Status	Group	Date
Group 1 - Executive Confidential			
Administrative Services Director	Exempt	Executive	2/11/2023
Assistant City Manager	Exempt	Executive	7/1/2023
Assistant to the City Manager	Exempt	Executive	7/1/2023
City Clerk	Exempt	Executive	2/11/2023
City Clerk - MMC Certified	Exempt	Executive	1/1/2025
City Manager	Exempt	Executive	2/11/2023
Community Development Director	Exempt	Executive	2/11/2023
Community Services Director	Exempt	Executive	2/11/2023
Deputy City Manager	Exempt	Executive	7/1/2023
Economic Development Director	Exempt	Executive	2/11/2023
Public Works Director	Exempt	Executive	2/11/2023
Public Works Director/City Engineer	Exempt	Executive	2/11/2023
Retired Annuitant City Manager Extra Help	Non-Exempt	General	1/1/2025
Retired Annuitant Executive Extra Help	Non-Exempt	General	1/1/2025
Group 2a - Management - Confidential			
Finance Manager	Exempt	Management	7/1/2023
Human Resources & Risk Manager	Exempt	Management	7/1/2023
Group 2b - Management			
Chief Building Official	Exempt	Management	2/11/2023
Code Enforcement Manager	Exempt	Management	2/11/2023
Community Services Manager	Exempt	Management	2/11/2023
Engineering Division Manager	Exempt	Management	2/14/2024
Maintenance Manager	Exempt	Management	2/14/2024
Planning Manager	Exempt	Management	1/1/2025
Principal Engineer	Exempt	Management	2/11/2023
Principal Planner	Exempt	Management	1/1/2025
Senior Engineer	Exempt	Management	2/14/2024
Senior Planner	Exempt	General	2/14/2024
Group 3 - Supervisory			
Building Inspection Supervisor	Non-Exempt	General	2/11/2023
Code Enforcement Supervisor	Non-Exempt	General	7/1/2023
Field Supervisor	Non-Exempt	General	6/12/2024
Supervising Public Works Inspector	Non-Exempt	General	1/1/2025
Senior Management Analyst	Exempt	General	2/11/2023
Retired Annuitant Supervisory Extra Help	Non-Exempt	General	1/1/2025
Group 4a - General - Confidential			

Position Classification Schedule

effective August 13, 2025

Classification	FLSA Status	Group	Date
Assistant City Clerk	Non-Exempt	General	2/11/2023
Deputy City Clerk I	Non-Exempt	General	2/11/2023
Deputy City Clerk II	Non-Exempt	General	2/11/2023
Executive Assistant	Non-Exempt	General	7/1/2023
Human Resources Analyst	Non-Exempt	General	7/1/2023
Human Resources Technician	Non-Exempt	General	7/1/2023
Senior Financial Analyst	Exempt	General	2/11/2023
Group 4b - General			
Accountant I	Non-Exempt	General	2/11/2023
Accountant II	Non-Exempt	General	2/11/2023
Accounting Specialist I	Non-Exempt	General	2/11/2023
Accounting Specialist II	Non-Exempt	General	2/11/2023
Administrative Assistant I	Non-Exempt	General	2/11/2023
Administrative Assistant II	Non-Exempt	General	2/11/2023
Assistant Engineer	Non-Exempt	General	2/11/2023
Assistant Planner	Non-Exempt	General	2/11/2023
Associate Engineer	Non-Exempt	General	2/11/2023
Associate Planner	Non-Exempt	General	2/11/2023
Building Inspector I	Non-Exempt	General	2/11/2023
Building Inspector II	Non-Exempt	General	2/11/2023
Code Enforcement Officer I	Non-Exempt	General	2/11/2023
Code Enforcement Officer II	Non-Exempt	General	2/11/2023
Code Enforcement Technician	Non-Exempt	General	2/11/2023
Development Services Technician I	Non-Exempt	General	2/11/2023
Development Services Technician II	Non-Exempt	General	2/11/2023
Engineering Technician I	Non-Exempt	General	7/1/2023
Engineering Technician II	Non-Exempt	General	7/1/2023
Intern I	Non-Exempt	General	2/11/2023
Intern II	Non-Exempt	General	2/11/2023
Facilities Contract Specialist	Non-Exempt	General	12/30/2023
Maintenance Worker I	Non-Exempt	General	2/11/2023
Maintenance Worker II	Non-Exempt	General	2/11/2023
Management Analyst I	Non-Exempt	General	2/11/2023
Management Analyst II	Non-Exempt	General	2/11/2023
Plans Examiner I	Non-Exempt	General	7/1/2023
Plans Examiner II	Non-Exempt	General	7/1/2023
Public Works Inspector I	Non-Exempt	General	2/11/2023
Public Works Inspector II	Non-Exempt	General	2/11/2023
Purchasing & Contracts Coordinator	Non-Exempt	General	2/13/2021
Recreation Leader I	Non-Exempt	General	2/11/2023

Position Classification Schedule

effective August 13, 2025

Classification	FLSA Status	Group	Date
Recreation Leader II	Non-Exempt	General	2/11/2023
Senior Accountant	Exempt	General	2/14/2024
Senior Building Inspector	Non-Exempt	General	2/11/2023
Senior Code Enforcement Officer	Non-Exempt	General	2/11/2023
Senior Facilities Maintenance Worker	Non-Exempt	General	5/14/2025
Senior Maintenance Worker	Non-Exempt	General	2/11/2023
Senior Public Works Inspector	Non-Exempt	General	1/1/2025
Retired Annuitant Clerical Extra Help	Non-Exempt	General	1/1/2025
Retired Annuitant Analyst Extra Help	Non-Exempt	General	1/1/2025
Retired Annuitant Project Lead Extra Help	Non-Exempt	General	1/1/2025
Retired Annuitant Management Extra Help	Non-Exempt	General	1/1/2025

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: August 13, 2025

SUBJECT: TUMF Improvement and Credit/Reimbursement Agreement for Tract No. 37156 (Camelia Townhomes)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the Interim City Manager to execute the Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit/Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) and KB Cal Management Services, LLC, for the Camelia Townhomes Project.

SUMMARY:
To be eligible to receive TUMF credits and/or reimbursements for the construction of TUMF improvements along Palomar St./Jefferson Ave., the Developer of the Camelia Townhomes Project has requested a TUMF Improvement and Credit/Reimbursement Agreement with WRCOG and the City.

BACKGROUND:
TUMF Program
The City of Wildomar is a member agency of the Western Riverside Council of Governments (WRCOG), a joint powers agency comprised of the County of Riverside and seventeen (17) cities located in Western Riverside County. In 2002, WRCOG adopted the Transportation Uniform Mitigation Fee (TUMF) Program. The TUMF Program was created in response to the significant growth of new development in Riverside County. Faced with inadequate funding to improve the regional transportation system to accommodate new development, the member agencies of WRCOG developed TUMF as a solution.

Included within the TUMF Program is the TUMF Roadway Network, which is a system of roadways that serve inter-community trips within Western Riverside County. The TUMF Roadway Network is identified in the TUMF Nexus Study. New development creates impacts on local and regional roadways due to increased traffic. The TUMF Nexus Study identifies the future improvements that are needed on the TUMF Roadway Network to support the increased demand from new development. Costs are calculated for future improvements and those costs form the basis for the TUMF Fee, which is a mitigation fee that new developments are required to pay to offset their impact to the TUMF Roadway Network.

WRCOG collects the TUMF fees and distributes/reimburses the funds to member agencies as each agency works on the applicable TUMF Projects.

Developer

KB Cal Management Services, LLC is the developer of Tract Map No. 37156, an approved 25.9 acre subdivision, located on the east side of Palomar St. immediately north of the Wildomar/Murrieta border, in the City of Wildomar. The tract map is for condominium purposes and proposes 163 units for multi-family residential use. On August 9, 2017 the City Council approved Tentative Tract Map No. 37156, also known as the Camelia Townhomes Project (Project).

As part of the Project, the developer will be realigning Palomar St. to connect to Jefferson Ave. in the City of Murrieta, and realigning the existing "S" curve on Palomar St. to create a new three-way signalized intersection at Washington Ave. and Palomar St. The proposed improvements will include constructing part-width ultimate street improvements and master planned drainage facilities along the project frontage. Street improvement plans for the Project have been approved, and the Project is currently under construction. An aerial image of the Project site and surrounding area is provided in Attachment A.

DISCUSSION:

The developer of the Project, KB Cal Management Services, LLC (Developer) is obligated to pay TUMF for their development. The public roadway improvements on Palomar St./Jefferson Ave. that the developer will be constructing are included in the TUMF program. Developers who construct public improvements that are included within the TUMF program are eligible to receive fee credits for their TUMF obligations. To be eligible, developers must enter into a TUMF Improvement and Credit/Reimbursement Agreement (TUMF Agreement). The TUMF Agreement outlines the terms and conditions under which the Developer must construct the TUMF eligible improvements. After approval of a TUMF Agreement, the Developer receives credits towards their TUMF obligations/payments, up to the estimated credit amount. Upon completion of the public improvements, the Developer is responsible for submitting documents to the City to confirm that the improvements were constructed consistent with the requirements of the Agreement and to complete a final reconciliation of actual costs, overpayments, and underpayments. The City will review the documents and take appropriate steps to reconcile any overpayments or underpayments and to work with WRCOG to process a reimbursement, if applicable.

The Developer has requested a TUMF Agreement for this Project, for the street improvements that will be constructed along the new alignment of Palomar St./Jefferson Ave. A TUMF Agreement has been prepared and approved by WRCOG and a copy of the agreement is included as Attachment B. Staff recommends that the City Council authorize the Interim City Manager to execute the TUMF Agreement with WRCOG and the Developer for the Camelia Townhomes Project.

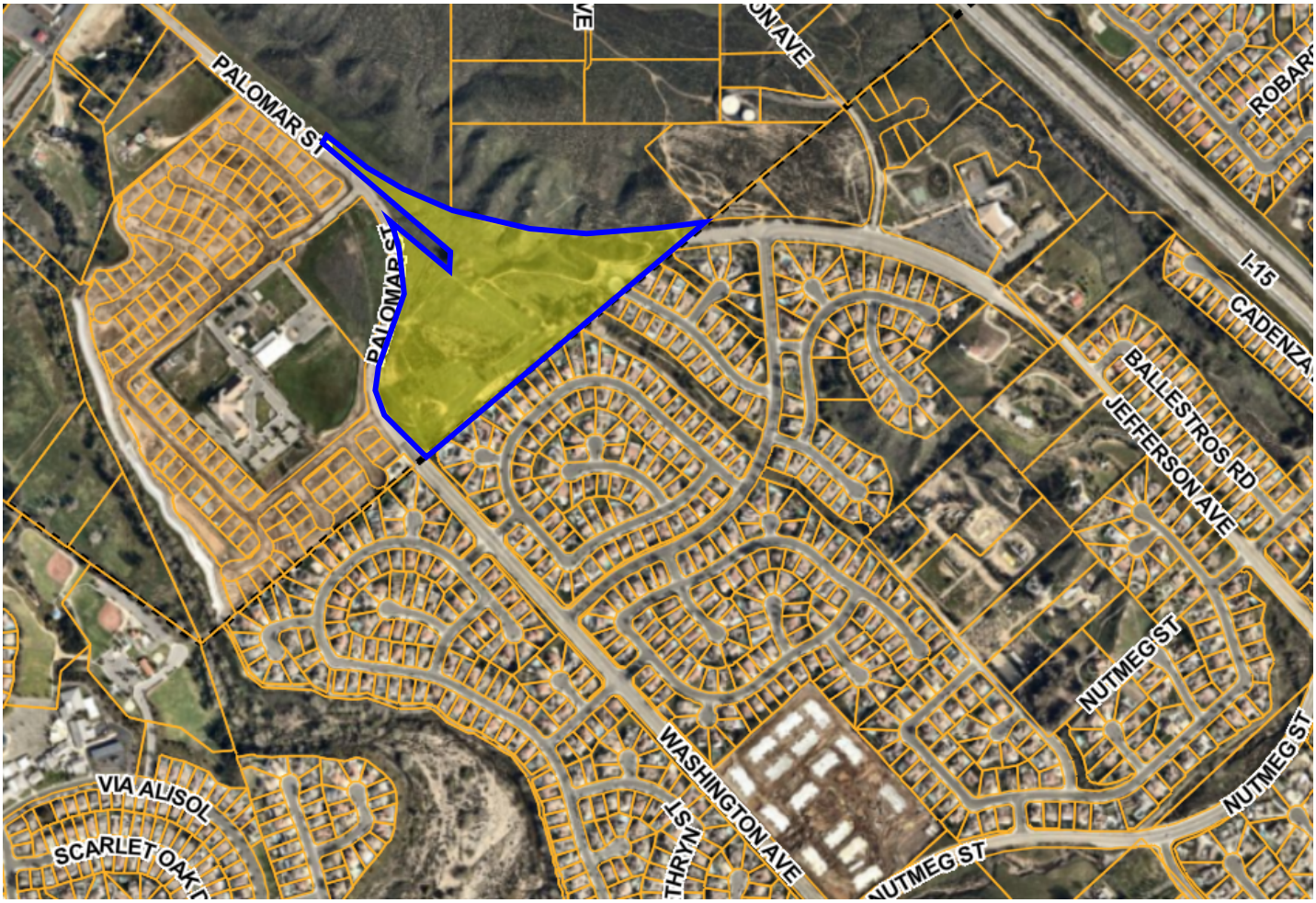
FISCAL IMPACT:

Time spent by City staff to process the TUMF Agreement and to complete tasks required by the agreement are covered by Developer Fees.

ATTACHMENTS:

A - Camelia Townhomes Aerial Map

ATTACHMENT A



Aerial Image of
Camelia Townhomes Tract 37156
(highlighted in yellow)

Attachment

TUMF Improvement and Credit Liability Agreement – City of Wildomar and KB Home Coastal, Inc. - Jefferson Ave.

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ___ day of _____, 20___, (the "Effective Date") by and between the City of Wildomar, a California municipal corporation ("AGENCY"), the Western Riverside Council of Governments, a joint powers Agency, ("WRCOG") and KB Home Coastal, Inc., a California corporation with its principal place of business at 36310 Inland Valley Drive, Suite 300, Wildomar, CA 92595 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 25.91 acres of real property located within the City of Wildomar, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as one hundred sixty-three (163) multi-family residential units ("Project");

WHEREAS, the AGENCY is a member agency of WRCOG, a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study")

WHEREAS, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5-year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY. WRCOG and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by

which the Developer's costs for project delivery of the TUMF Improvements and related right-of-way is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **public roadway improvements on Jefferson Avenue**, from Starbuck Circle to City of Murrieta city limit (sta. 204+9.17 to sta. 221+89.12) and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. 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 TUMF Improvements 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.

2.3 Public Works Requirements. In order to ensure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the

authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements 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 of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance. In no event shall WRCOG be responsible for the maintenance, operation or care of the TUMF Improvements

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this

Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent

(100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than one hundred percent (100%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements or that challenge, attack, or seek to modify, set aside, void, or annul this Agreement, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent

jurisdiction. ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative 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 AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars ($2,000,000) and aggregate limit of Four Million Dollars ($4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Subcontractors. Developer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Developer shall ensure that AGENCY and WRCOG are an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13.5 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AGENCY for all work performed by the Developer, its employees, agents and subcontractors.

13.6 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.7 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.8 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

13.9 If the Developer maintains broader coverage and/or higher limits than the minimums shown above for all policies, the AGENCY requires and shall be entitled to the broader coverage and/or higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to Wildomar Municipal Code Section 3.40 as part of the TUMF Program is **One Million Two Hundred Seventy-Four Thousand Eight Dollars and Zero Cents** ($1,274,008.00), ("TUMF Obligation"), $7,816.00 fee per Dwelling Unit with 163 multi-family units, as calculated in Exhibit F. This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Wildomar Municipal Code Section 3.40.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Wildomar Municipal Code Section 3.40 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit "C". The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer. The Agency may request that WRCOG calculate the amount of the Verified Cost. In this case, the AGENCY shall provide WRCOG written notice and all necessary documentation and allow WRCOG fifteen (15) days to determine costs. Agency will notify the Developer within the previous thirty (30) day deadline

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with Wildomar Municipal Code Section 3.40 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Wildomar Municipal Code Section 3.40 (see Exhibit "F" - Example C)

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Wildomar Municipal Code Section 3.40, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY. WRCOG and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be

interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY:

City of Wildomar
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595
Attention: City Manager
Telephone: (951) 677-7751

To WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attention: Executive Director
Telephone: (951) 405-6700
Fax No. (951) 223-9720

To Developer:

KB Home Coastal, Inc.
Attn: Scott Hansen
36310 Inland Valley Drive Suite 300,
Wildomar, CA 92595

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

15.9.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. 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.

15.9.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15.9.4 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the

appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
KB Home Coastal, Inc.

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT:

By: _____
Kurt Wilson
Executive Director

ATTEST:

By: _____
Its: _____

AGENCY:
City of Wildomar

By:_____
Chris Mann
Interim City Manager

ATTEST:

By:_____
Janet Morales, CMC
City Clerk

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

ASSESSORS PARCEL NO.

380-220-003

LEGAL DESCRIPTION

THAT PORTION OF BLOCK "M" OF GRAHAM, COLLIER AND HELD'S SUBDIVISION OF BLOCK "K", "L", AND "M" IN ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 174, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF PALOMAR STREET AS SHOWN ON SAID MAP AND TOGETER WITH THAT PORTION OF LOT 1 IN FRACTIONAL SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Wildomar ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their 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, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed

thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,
_____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
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_____
Signa
ture of Notary Public

Place Notary Seal Above

_____**OPTIONAL**_____

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☐Other:_____
_____
_____
Signer is Representing:____
_
_____
_

☐Other:_____
_____
_____
Signer is Representing:____
_
_____
_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Wildomar ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ ($_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the

Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,
_____, Here Insert Name and Title of the Officer
Date

personally appeared _____,
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_____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐Other:_____
_____
_____
Signer is Representing:__

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐Other:_____
_____
_____
Signer is Representing:___

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF VERIFIED COSTS

To assist AGENCY in determining the Verified Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. If Developer is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvement. Only actual, documented and reasonable costs directly related to the TUMF Improvement will be considered. Costs should be documented as specified below.

3. Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

4. List of bidders from whom bids were requested;

5. Construction schedules and progress reports;

6. Contracts, insurance certificates and change orders with each contractor, consultant, service provider or vendor;

7. Invoices received from all contractors, consultants, service providers and vendors;

8. Canceled checks for payments made to contractors, consultants, service providers and vendors (copy both front and back of canceled checks);

9. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;

10. Final lien releases from each contractor and vendor; and

11. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Wildomar, a California municipal corporation ("AGENCY"), the Western Riverside Council of Governments ("WRCOG"), a Joint Powers Agency and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY, WRCOG and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement").The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). WRCOG shall, upon receipt and approval of information requested by WRCOG, be responsible for transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, and (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under

this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

KB Home Coastal, Inc. _____
("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

City of Wildomar

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

(a) Prepare a separate bid package for the TUMF Improvements.

(b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.

(c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.

(d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.

(e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

(a) Copies of all information listed under Item 1 above.

(b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

(a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.

(b) Developer shall have satisfied the AGENCY's inspection punch list.

(c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) If DEVELOPER is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvements. Only actual, documented and reasonable costs directly related to the TUMF Improvements will be considered. Costs should be documented as specified below.

(iii) Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

(iv) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(v) Invoices from all contractors, consultants, service providers and vendors.

(vi) Copies of cancelled checks, front and back, for payments made to contractors, consultants, service providers and vendors.

(vii) Final lien releases from each contractor and vendor (unconditional waiver and release).

(viii) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(ix) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT F

ESTIMATED PROGRAM CALCULATIONS

List of Eligible Streets/Facilities under the TUMF Network:

Jefferson Avenue. (Palomar to Nutmeg)

TUMF Credit Cost Factors:

Paid TUMF (see next page for details)	$ -
Estimated TUMF Obligation (see next page for details)	$ 1,274,008.00
TUMF Unit Cost Assumptions (see next page for details)	$ 1,562,000.00
Improvement Costs (Est. Amount) (see below for details)	$ 1,562,311.68

Improvement Costs Breakdown

Street Improvement Construction Costs (Estimate)	$ 448,518.00
Right of Way Costs	$ 1,001,664.00
Planning, Engineering, Contingency	$ 257,148.00
Improvement Costs Total	$ 1,707,329.89

Estimated TUMF Credit:

Estimated Credit (Lesser of Obligation, Est. Amount, or Unit Cost Assumptions)	$ 1,072,540.00
Estimated Credit to be applied	$ 1,072,540.00

TUMF Overpayment / Refund:

Estimated TUMF Obligation	$ 1,274,008.00
Estimated Credit amount + Paid TUMF amount	$ 1,274,008.00
Estimated Refund (Credit + Paid TUMF amount that exceeds Obligation amount)	**$ 0.00**

TUMF Reimbursement:

Estimated TUMF Obligation	$ 1,274,008.00
Estimated Cost (Lesser of Est. Amount or Unit Cost Assumptions)	$ 1,562,000.00
Estimated TUMF Reimbursement (Cost exceeding Obligation amount)	**$ 287,992.00**

Note: The amounts shown in this Exhibit are subject to cost validation and reconciliation.

TUMF OBLIGATION CALCULATION

Dwelling Unit Type - PAID	Fee per DU	Units	Amount
Multi-Family	$ 7,816.00	-	$ -
	Paid Subtotal	-	$ -

Dwelling Unit Type - UNPAID	Fee per DU	Units	Amount
Multi-Family	$ 7,816.00	163.00	$ 1,274,008
	Unpaid Subtotal	163.00	$ 1,274,008
	Obligation Total….....		**$ 1,274,008**

TUMF UNIT COST ASSUMPTION CALCULATION

SW TUMF Network Road Segment applicable to Proposed Improvements		Cost Item	Amount
Jefferson			
Palomar to Nutmeg			
Network Distance: 1.02		New Lane	$ 887,000
Existing Lanes: 0		ROW | Utilities	$ 250,000
Increase in Lanes: 2		Planning (10%)	$ 89,000
		Engring (25%)	$ 222,000
		Conting (10%)	$ 114,000
	Network Road Segment Cost Est		$ 1,562,000
	Network Unit Cost per Lane mile		$ 765,686
	Network Unit Cost per Lane foot		$ 145.02

Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)

Lane	Construction Limits (Sta. to Sta.)	Linear Feet	Amount	
1	Sta. 204+49.17 (BCR at Starbuck Circle) to Sta 221+89.1	1,739.95	$ 252,321.18	
2	Sta. 204+49.17 (BCR at Starbuck Circle) to Sta 221+89.12	1,739.95	$ 252,321.18	
1	Sta. 221+89.12 to Sta. 258+34.77	3,645.65	$ 528,678.82	(1)
2	Sta. 221+89.12 to Sta. 258+34.77	3,645.65	$ 528,678.82	(1)
	TUMF Subtotal	**10,771.20**	**$ 1,562,000.00**	(1)

TOTAL TUMF UNIT COST ASSUMPTION FOR ELIGIBLE IMPROVEMENTS	**$ 1,562,000.00**

Footnote:
(1) Confirmed with C. Brown (WRCOG) on 09/27/24 that TUMF funding for this section of 2-lane road is $1,562,000 and entire amount is available for this noted project

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: August 13, 2025

SUBJECT: Funding Agreements with the Riverside County Transportation Commission for the Mission Trail/Sedco and Palomar Street Sidewalk, Bike Lanes, and Multi-Purpose Trail Projects

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
1. Accept $726,000 from the Riverside County Transportation Commission (RCTC) in SB 821 Bicycle and Pedestrian Facilities Program funding for the Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) from Elberta Ave to Malaga Road (CIP 044-3).

2. Approve a supplemental appropriation in the amount of $726,000 and increase projected revenues in the amount of $726,000 in TDA Fund 202 for CIP 044-3 in FY 2025/26.

3. Accept $525,235 from the Riverside County Transportation Commission (RCTC) in SB 821 Bicycle and Pedestrian Facilities Program funding for the Palomar Street Sidewalk, Trail, and Bike Lanes Project (Phase 3) from Clinton Keith Road to Harwood Lane (CIP 028-3).

4. Authorize the Interim City Manager to execute Funding Agreements No. 21-62-117-00 and 21-62-118-00 with RCTC.

SUMMARY:
Approve two funding agreements with RCTC to accept two grant awards for a combined amount of $1,251,235 under the Fiscal Year 2025-26 Transportation Development Act Article 3 (Senate Bill 821) Bicycle and Pedestrian Facilities Program Grant as administered by the Riverside County Transportation Commission (RCTC).

BACKGROUND:
Transportation Development Act (TDA) Article 3, or Senate Bill (SB) 821, Bicycle and Pedestrian Facilities Program funding is provided through a quarter cent of the general sales tax collected statewide. The TDA provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance (STA). The LTF provides funding for essential transit and commuter rail services, TDA Article 3/SB 821, and planning efforts. Each year, two percent (2%) of the LTF revenue is made available for use on bicycle and pedestrian facility projects through the TDA Article 3/SB 821 program. TDA Article 3/SB 821 is a discretionary program administered by the Riverside County Transportation Commission (RCTC).

The total amount available for programming in the FY 2025-26 TDA Article 3/SB 821 Call for Projects was an estimated $7,279,863. Each City/Agency was eligible to submit up to three

applications. Each application was limited to a maximum request of $727,986, which is ten percent (10%) of the available grant funding. The total award to each City/Agency for FY 2025-26 was limited to $1,455,973, or twenty percent (20%) of available funding. RCTC announced a Call for Projects on February 3, 2025. Grant applications were due to RCTC on April 24, 2025.

DISCUSSION:
In response to the call for projects, City staff submitted two grant applications to the Riverside County Transportation Commission (RCTC) for FY 25/26 SB 821 Bicycle and Pedestrian Facilities Program funding for the following projects, requesting a total of $1,251,235 in grant funding:

Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) on Mission Trail from Elberta Ave. to Malaga Rd. (CIP 044-3)
Palomar Street Sidewalk, Trail, and Bike Lanes Project (Phase 3) on Palomar St. from Clinton Keith Rd. to Harwood Ln. (CIP 028-3)

RCTC selected the City's two projects (Projects) to receive funding, and they now require that the attached funding agreements be executed by RCTC and the City prior to the City receiving the funds. The funding agreements are included as Attachment A and list various terms related to the grant and reimbursement of funds expended.

The Projects are included in the 5-Year CIP program adopted by the City Council on June 11, 2025. CIP 044-3 is programmed for the construction phase in FY 25/26. CIP 028-3 is scheduled to begin the Design/PS&E phase in FY 25/26, with construction phases programmed for FY 27/28. Updated project detail sheets from the City's CIP Booklet are included as Attachment B.

Both Projects will provide bike lane and sidewalk connectivity in conformance with the Circulation Element in the City's General Plan and the City's Active Transportation Plan. In addition, CIP 028-3 will also provide a multi-purpose trail connection on Palomar Street in conformance with the City's planned Trails Network. The project applications are included in Attachment 1 of each funding agreement (Attachment A).

Staff recommends that the City Council accept $726,000 for the Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) and approve a supplemental appropriation in the amount of $726,000 and increase projected revenues in the amount of $726,000 in TDA Fund 202 for FY 2025/26, accept $525,235 for the Palomar Street Sidewalk, Trail, and Bike Lanes Project (Phase 3), and authorize the Interim City Manager to execute Funding Agreements No. 21-62-117-00 and No. 21-62-118-00 for the Projects with RCTC.

FISCAL IMPACT:

The grants will provide an additional $1,251,235 in funding for the Projects. In addition to the SB 821 funds being awarded, funding for the two projects is composed of a combination of TUMF, Measure A, Measure AA, and CDBG.

ATTACHMENTS:

A.1 - RCTC - SB 821 Agreement No. 25-62-140-00
A.2 - RCTC - SB 821 Agreement No. 25-62-141-00
B.1 - CIP 044-3 Detail Sheet
B.2 - CIP 028-3 Detail Sheet

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of _____, 2025 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and City of Wildomar ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.

C. On February 3rd, 2025, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2025/26 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.

D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) ("PROJECT").

E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.

2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Seven Hundred Twenty-Six Thousand Dollars ($726,000), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not

contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a scope change request electronically via RCTC's online tracking and reporting system known as the Rivtrack system and accessible at https://rivtrack.rctc.org/ ("Rivtrack system"). The electronically submitted scope change request must include the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement. Such request is subject to written approval by RCTC, in RCTC's sole discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern. Notwithstanding the foregoing, in the case of a conflict, the most stringent requirement shall govern, unless prohibited by applicable law or otherwise agreed upon by RCTC.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has thirty-six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete by RCTC following the submission of the PROGRAM funding claim form completed electronically via the Rivtrack system. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a time extension request electronically via the Rivtrack system. Before and after PROJECT photographs must be uploaded with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Changes in Project Funding. RECIPIENT will not be reimbursed for PROJECT cost overruns. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval of RCTC's Executive Director, in his or her sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how RECIPIENT can apply any unused FUNDING AMOUNT to a project previously submitted under an Article 3 call for projects and approved by the Commission or to fund an approved scope expansion to the approved PROJECT. Notwithstanding the foregoing, unused funds may not be reallocated to work already completed. RECIPIENT match funds

proportionate to the amounts included in Section 3 of this Agreement will be required should unused funds be redirected to another approved project or approved scope expansion.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC as further detailed in Section 2.3 above. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of improvements that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon submission into Rivtrack of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 2.

2.7 Recipient's Funding Obligation to Complete the Work; Limitation of RCTC Obligations. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any work performed under the SCOPE OF WORK, for the PROJECT, or at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written

notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the FUNDING AMOUNT set forth in Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Seven Hundred Twenty-Six Thousand Dollars ($726,000) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.

4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.

5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death ,arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this AGREEMENT, the PROJECT or the SCOPE OF WORK. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees,

expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds. The indemnity obligation shall not apply to the extent of the sole negligence or willful misconduct of RCTC, its officials, officers, employees, agents, and consultants. This section shall survive the expiration or termination of this Agreement.

7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2025, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2025.

8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.

10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.

11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.

12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding

termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the right to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective. Notwithstanding the foregoing, invoices and requests for changes to the SCOPE OF WORK, shall be submitted through the Rivtrack system as specified in this AGREEMENT.

TO RCTC:	**TO RECIPIENT**:
Aaron Hake Executive Director RCTC 4080 Lemon Street, 3rd Floor Riverside, California 92501 Phone: (951) 787-7141 e-mail: ahake@rctc.org	Jason Farag Public Works Director/City Engineer City of Wildomar 23873 Clinton Keith Road, Suite 110 Wildomar, CA 92595 (951) 677-7751 jfarag@wildomar.gov
cc: eemery@RCTC.org	cc: cluna@wildomar.gov

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT is alerted to the requirements of California Labor Code Sections 1770 *et seq*., which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a "public work," as defined therein.

RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq*. on the PROJECT.

17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.

19. Governing Law; Venue and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. Venue shall be in Riverside County. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.

20. Attorneys' and Other Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.

21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.

23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.

24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.

25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.

26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

27. Survival. All rights and obligations under this AGREEMENT that by their nature are to continue after any expiration or termination of this AGREEMENT shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AGREEMENT NO. 25-62-140-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

By:_____
Aaron Hake, Executive Director

RECIPIENT

CITY OF WILDOMAR

By:_____

Name: _____

Title: _____

APPROVED AS TO FORM

Best, Best & Krieger LLP

By: _____
General Counsel to RCTC

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Questionnaire Tab

Email address: cluna@wildomar.gov

Project Name: Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3)

Has this Project been previously awarded in a past SB 821 Cycle?

- (●) No
- ( ) Yes, in 19-20 FY Cycle
- ( ) Yes, in 21-22 FY Cycle
- ( ) Yes, in 23-24 FY Cycle

Lead Agency: Wildomar

Memorandum of Understanding

By October 1, 2025, awardees will execute the Project MOU with the Commission. To streamline the process, please provide the name and contact information or the individual who will be the signatory on the MOU.

This is typically the City Manager, City Engineer, or Public Works Director.

MOU Signatory *: Jason Farag

Title: *: Public Works Director/City Engineer

Email address: *: jfarag@wildomar.gov

Project Contact Person

Provide contact information for Project's contact person. This could be the Public Works Director, the Project Manager, or other City/County Staff.

- [ ] Project Contact is the same as current user

Project Contact Person: *: Cameron Luna

Title: *: Associate Engineer

Email address: *: cluna@wildomar.gov

Phone Number: *: (951) 677-7751

Project Overview

Project Type (check all that apply) *

- [x] Bicycle Project
- [x] Pedestrian Project
- [ ] Multi-use Trail Project
- [ ] Non-Infrastructure/Plan

Project Locate in a Disadvantage Community, per SB-535? *

- ( ) Yes
- (●) No
- ( ) Partial

Does the proposed project include any of the following (check all that apply)? *

- [x] Curb
- [x] Gutter
- [x] Driveway Ramp
- [ ] Project does not include any of the above

Is the benefit provided for the exclusive use of bicyclist/pedestrian? *

(●) Yes ( ) No

Project Application Tab

Project Number: 000213 Agency: Wildomar

Project Name: Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3)

Status: Submitted To RCTC

Project Type: Bicycle Project, Pedestrian Project

A. Scope of Work (500 Characters)

The Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) will build on the City's momentum to improve mobility and provide safe and d edicated paths for active users by filling in active transportation gaps, adding new pedestrian and bicycle facilities along the east side of Missio n Trail, from Malaga Rd. to Elberta Rd./Hidden Trail. ATP Improvements include:
- 0.25 miles of new sidewalk
- 0.25 miles of new Class II bike lane
- 5 curb ramps
- 2 crosswalks
- Accessibility to RTA Bus Stops

B. Funding

Enter the project costs for PA/ED, PS&E, ROW, Construction and Local Match in the fields provided below. The gray fields contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits.

10% Programming Cap: $727,986.30

PA & ED:	11,000.00
PS & E:	68,000.00
ROW:	60,000.00
Construction:	1,155,000.00
Administration:	158,000.00
Total Project Cost:	1,452,000.00

20% Programming Cap: $1,455,972.60

	Agency	Split %		RCTC	Split %
Local Match:	726,000.00	50%	Local Match:	726,000.00	50%
SB 821 Request:	726,000.00	50%	SB 821 Request:	726,000.00	50%
		100%			100%

C. Schedule

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance and attach in section J.

	Start	End
PA & ED:	02/12/2020	01/13/2023
PS & E:	02/12/2020	11/30/2025
ROW:	02/12/2020	06/30/2025
Construction:	02/01/2026	07/31/2026
Close out:	08/01/2026	10/31/2026

D. Project Background & Project Description

Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, upload photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, upload typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features in section J.

Mission Trail is a major north-south arterial road connecting the City of Wildomar to neighboring Cities of Lake Elsinore and Murrieta. Wildomar's northern City limits begin at the intersection of Mission Trail and Malaga Rd. From Malaga Rd to Corydon Rd., Mission Trail is a shared road between Wildomar and Lake Elsinore. South of Corydon Rd., Mission Trail is only within the City of Wildomar and continues until the street converges to Palomar St. (Historic US Route 395). Palomar St. continues southeasterly through Wildomar until it converges to Washington St. in the City of Murrieta.

In the City of Wildomar, Mission Trail is a four-lane arterial with dedicated turn lanes and striped medians provided in certain locations. The roadway speed limit varies from 45 MPH to 50 MPH and currently lacks street lighting in most locations. The majority of Mission Trail in the City of Wildomar also lacks active transportation facilities such as bike lanes or sidewalk. In Wildomar, land uses along Mission Trail include Very High Density Residential, Medium Density Residential, Low Density Residential, Commercial/Retail, Light Industrial, and some Mixed Uses. The majority of properties along Mission Trail, including residential and commercial, take direct access from Mission Trail. Mission Trail serves as a critical corridor connecting various communities and destinations. Mission Trail provides a connection to Elsinore High School, located less than 0.5 miles east of Mission Trail on Bundy Canyon Rd.

Mission Trail also includes commercial and retail development just north of Malaga Rd. at the City limits. Among the many destinations served by Mission Trail is Storm Stadium (local minor league baseball stadium), Summerly Community Park, and Malaga Park. Mission Trail also serves as the primary access for the Sedco Hills Community in Wildomar, a historically disadvantaged community located north of Olive St. and bordered by Mission Trail and the I-15 freeway. Anticipated additional growth in the area includes a proposed affordable housing project in the Sedco Hills Community, about 0.25 miles east of Mission Trail near Sedco Blvd.
Several traffic signals with pedestrian push buttons and pedestrian curb ramps are present along Mission Trail, but due to the lack of existing sidewalks, these ramps do not connect to sidewalk in many locations. The City applied for and was awarded Highway Safety Improvement Program (HSIP) grant funds to install Accessible Pedestrian Signals, Pedestrian Countdown Signal Heads, and High Visibility Crosswalks along this corridor. The City has previously applied for funding for active transportation facilities along Mission Trail in past cycles of the State's Active Transportation Grant Program (Cycle 5 and Cycle 6) but has not yet been successful in securing funds for those projects through that program.

Over the past several years, the City has made use of designated Community Development Block Grant (CDBG) funds to design and construct the first two phases of the Mission Trail/Sedco Sidewalk Active Transportation Improvement Project. These improvements included 0.5 miles of new and rehabilitated sidewalk along the frontage of the Sedco Hills Community from Olive St. to Elberta Rd./Hidden Trail. The Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) (Proposed Project, subject of this application) is the third and final phase of the Mission Trail/Sedco Sidewalk Active Transportation Improvement Project extending from Olive St. to Malaga Rd. (northern City limits). A Project Location Map highlighting the project location has been attached, for reference.

The Proposed Phase 3 Project will close the gap between the completed projects to the south and the existing active transportation facilities to the north in the City of Lake Elsinore, providing active transportation facilities and connectivity to reach commercial and retail destinations, as well as bus stops for RTA Route 8. The proposed improvements would also enhance pedestrian and bicyclist safety. In the existing conditions, there is not much shoulder width available adjacent to the roadway and large utility poles are present along the edge of pavement. These conditions discourage active transportation uses along the corridor and may result in potentially unsafe bicycle or pedestrian behavior along the route. The Proposed Project will provide a 5' Class II Bike Lane, 6' sidewalk, crosswalks at intersections, and curb ramp improvements.

This Project will build on existing facilities and furthers connectivity with safe and accessible bike and pedestrian facilities which support the community's need for a multimodal transportation network.

E. Destinations Served (2 points for each destination served, max 14 points)

Briefly summarize and list all the types of destinations served by the proposed project. Provide a project vicinity map identifying all the destination types served by the proposed project within a 1/2 mile or a 1-mile radius. Destination types are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, restaurants and recreational centers.

For pedestrian projects, each type of destination needs to be within 1/2 mile radius to be eligible. For bicycle or multi-use trail projects, each type of destination needs to be within a 1-mile radius. Each destination type served will receive 2 points.

On the map, provide a 1/2 mile buffer or a 1-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

Located in the northwest corner of the City, the project will complete a network of pedestrian and bicycle facilities along the eastern side of Missi on Trail so that non-motorized users will have a safer way to travel along this route. The project borders the City of Lake Elsinore at the Mission Tra il/Malaga Road intersection. Just north of Malaga Road are numerous destinations including retail stores (e.g., Stater Bros, Big Lots, Cardenas M arkets, Walgreens, etc...), restaurants (China Moon, Pho Neighbors, Annie's Cafe, and more), medical and dental facilities, and a post office. Ente rtainment destinations include a Pins 'n Pocket bowling alley, UEC Movie Theatres, Lake Elsinore Resort Casino, and the Storm Stadium, where up to 8,000 people can congregate to watch baseball games and concerts at any given time.

The project will also provide direct connectivity to Wildomar's Malaga Park and Lake Elsinore's Summerly Community Park, both located on Mala ga Rd. Malaga Park is a small community park built by the City with CDBG funds in 2018 that includes a trail loop, a seating area, and a book shari ng box or "little free library". Summerly Community Park is home to a world class 10,000 square foot skate park, 4 lit ball fields (2 Major and 2 Little L eague), a dog park, a children's playground, two picnic shelters, one basketball court, and a mini multipurpose field.

The attached exhibit provides a more comprehensive list of destinations served. On Mission Trail from Malaga Road (where the proposed project begins), traveling south to Olive St., destinations include the Lakeview Chapel, a local convenience store, and a local lawn equipment shop. As id entified in the City's recently adopted Active Transportation Plan, the Sedco Hills Community, especially north of Olive Street, has a higher concen tration of zero-vehicle households. The project will help transform the area, making this a desirable route for people who do not have access to motorized transportation, and for those who prefer to leave their car at home and walk or bike to area destinations. Wildomar residents will have access to Lake Elsinore's goods and services.

F. Safety (max 15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public or how the project will reduce the number of non-motorized fatalities and serious injuries.

Points (5) will be given on the severity of the existing safety hazard at the project location to demonstrate project need.

Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (https://tims.berkeley.edu/) or Crossroads. Upload map in section J.

Points (5) will be given for safety countermeasures or safety enhancement features included in the project scope. Provide an explanation of how each countermeasure will improve safety for bicyclists and pedestrians.

Examples of acceptable safety countermeasures and enhancements include rectangular rapid flashing beacons, bicycle boxes, and curb extensions. (see https://safety.fhwa.dot.gov/provencountermeasures/). The use of countermeasures not appearing on the FHWA list of proven countermeasures must include a detailed description of why the countermeasure is needed and how it will improve safety for non-motorized travel.

Points (5) will be given based on the potential of the proposed project to provide safety benefits to the non-motorized public. Applicant should draw from responses in the prior safety sections. Discuss the considerations made when evaluating and determining the type of bicycle or pedestrian facility for the project corridor. Why was Class I selected over Class IV, why was Class II considered over Class III?

Current conditions (undeveloped dirt shoulders, lack of street lighting, power poles and guardrail near road edge) along the project route discourage pedestrians and bicyclists. Although bus stops are located at both Intersections of the Project limits, Malaga Rd. and Hidden Trail/Elberta Rd., residents are potentially hesitant to walk or bike to public transportation or their destinations due to the current sidewalk gaps, narrow dirt shoulders, heavy traffic, and a lack of crosswalks and bicycle lanes. A significant number of fatal pedestrian and bicyclist collisions can be observed from the available collision data. Because Mission Trail is shared by the Cities of Wildomar and Lake Elsinore, Collision data has been collected from multiple resources including the Crossroads database of both cities, the Riverside County Sheriff's Department, and local news articles. As shown in the attached documents, 7 pedestrian and/or bicyclist collisions occurred along the project route over a period of 10 years (2015-2025). Of the 7 collisions, 3 pedestrians and 1 bicyclists were killed. While the overall number of ped/bike collisions may seem minimal over that time period, the fatality rate is 57% for a street segment only .25 miles in length, making the frequency and severity high for a small road segment. The collision history and fatality rate demonstrate why providing safer non-motorized infrastructure is critical and the importance of this project.

Factors to consider when analyzing the collision data referenced above are population growth, commercial and residential development, and the overall growth of surrounding cities. Bordering Wildomar on the northwest corner of the project area is the City of Lake Elsinore. Lake Elsinore's residential and commercial growth near the proposed project area has a profound impact on the City of Wildomar. For example, Mission Trail starts in Lake Elsinore and travels continuously through Wildomar, eventually leading to the Cities of Murrieta and Temecula. Wildomar's roads are heavily used by travelers from surrounding cities as connectors, causing an even greater increase in traffic along the project route, increasing the potential for conflicts between pedestrians/bicyclists and vehicles, especially in areas that lack non-motorized infrastructure. Another factor to look at more closely is Lake Elsinore's commercial growth near the project boundary. With so many wonderful amenities, with new sidewalks and protected bikeways, Wildomar's residents could easily walk or bike to nearby grocery stores, retail shopping areas, restaurants, entertainment, and more. As previously mentioned, anticipated additional growth in this area in Wildomar includes a proposed affordable housing project in the Sedco Hills Community, about 0.25 miles east of Mission Trail near Sedco Blvd.

Top priorities for the City of Wildomar are safety and public health. Wildomar's adopted vision statement states "the City of Wildomar will be a safe and active community with responsible growth and quality infrastructure while keeping a hometown feel." To expand on this, the Proposed Project will reduce pedestrian and bicyclist collisions by constructing sidewalks and bikeways, adding crosswalks, and constructing new ADA curb ramps, creating a more continuous route of travel. Rather than using a vehicle for short trips, people will have the freedom to comfortably walk or bike with less fear of nearby traffic, which in turn will create an overall healthier community with increased physical activity and better air quality due to fewer vehicles on the road. Additionally, households without a motorized vehicle will have access to goods, services and public transportation that are currently more difficult to reach due to current lack of ped/bike facilities. Of the proposed improvements, new sidewalks and Class II bike lanes will eliminate potential conflict points between motorized and non-motorized users by creating a physical separation between vehicles and pedestrians and by creating a new dedicated and delineated lane for cyclists. As previously noted, the Proposed Project includes 0.25 miles of new sidewalks, 0.25 miles of Class II bike lanes, curb ramps, and crosswalks which will provide pedestrians and bicyclists a separate space for them to travel more safely.

The Proposed Project will complement the City's already awarded HSIP grants which will upgrade the signalized intersections to include High Visibility Crosswalks, Audible Pedestrian Push Buttons, and Lead Pedestrian Interval (LPI). Currently, there is nothing but dirt shoulders providing delineation between pedestrians and bicyclists and vehicles. According to the FHWA, providing walkways separated from travel lanes can help prevent up to 88% of "walking along roadway crashes". Roadways without sidewalks are more than twice as likely to have pedestrian crashes as sites with sidewalks on both sides of the street. According to the Caltrans Local Roadway Safety Manual (2020), sidewalks and walkways provide people with space to travel within the public right-of-way that is separated from roadway vehicles. The presence of sidewalks on both sides of the street has been found to be related to significant reductions in the "walking along roadway" pedestrian crash risk compared to locations where no sidewalks or walkways exist. Reductions of 50 to 90 percent of these types of pedestrian crashes. The need for this project along Mission Trail is a testament to these statements. Evidence has shown that there are both pedestrian/bicyclist and motorized behaviors that lead to collisions in this area. Pedestrians/bicyclists enter the roadways in inappropriate places and vehicles and pedestrians/bicyclist fail to yield to each other. The top collision factors on Mission Trail near Elberta Road were pedestrian violation (pedestrian infringing on vehicle's right of way) and pedestrian right-of-way (vehicle infringing on pedestrian's right of way). Almost all the seven fatalities over the past decade were a result of either vehicles entering pedestrian/bicyclist space, or pedestrians/bicyclists entering the vehicles space. To reduce these behaviors, the project will construct new sidewalks and dedicated bike lanes and install new high-visibility crosswalks for better visibility. These improvements will mitigate future collisions and the Proposed Project will help significantly improve the safety for active transportation users along this segment of roadway.

The Project Design incorporates the following FHWA safety countermeasures:

1. Appropriate Speed Limits for All Road Users (Speed Management)
In September 2022, The City of Lake Elsinore completed a speed survey adjustment for Mission Trail, reducing the speed from 50mph to 45mph (https://patch.com/california/lakeelsinore-wildomar/lake-elsinore-reviews-new-speed-limit-recommendations)

2. Bicycle Lanes (Pedestrian/Bicyclist)
The project will construct a new Class II bike lane on Mission Trail, connecting to existing Class II bike lanes north of Malaga Rd intersection in the City of Lake Elsinore.

3. Crosswalk Visibility Enhancements (Pedestrian/Bicyclist)
The project will construct new ADA ramps and crosswalks along Mission Trail at side street intersections Mariposa Rd and Sylvester Rd

4. Walkways (Pedestrian/Bicyclist)
The project will construct new 6' wide sidewalks along Mission Trail, connecting to existing sidewalks north of Malaga Rd intersection in the City of Lake Elsinore and south of Elberta Rd/Hidden Trail in the City of Wildomar.

5. Local Roadway Safety Plan (Crosscutting)
The project was identified as a priority community improvement as part of the City's LRSP, as well as its SSARP, SS4A, and ATP documents.

G. Multimodal Access (1 point each, max 6 points)

In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a 1/2 mile or a 1-mile radius.

For pedestrian projects, these amenities need to be within 1/2 mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 1-mile radius. Each amenity will receive 1 point.

On the map, provide a 1/2 mile buffer or a 1-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points. Upload map in section J.

Below, discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

It is the City's goal to provide, maintain and improve the transportation network that benefits and encourages all users, especially those utilizing modes of transportation that are active, such as using transit, walking and bicycling. Providing access to multiple modes of transportation is a vital and sustainable goal for the City. The Proposed Project area is part of RTA Route 8 which extends north and south along Mission Trail, and the project will provide local connectivity to 21 Riverside Transit bus stops when considering a 1-mile radius from Malaga Road or Elberta Road. Among the many bus stops that can benefit this project, there are two bus stops immediately north of the project limits of Malaga Road and two bus stops immediately south of the project at Elberta Rd./Hidden Trail. Project improvements will increase mobility and remove barriers for users to safely access the four adjacent transit stops from either direction, thereby providing safe access to many local destinations while reducing roadway congestions through the increased use of public transportation.

As mentioned in prior sections of the application, the Project will construct new sidewalk, which will provide connectivity to existing sidewalk at each leg of the Malaga Road Intersection and 3 of the 4 legs of the Hidden Trail/Elberta Road Intersection, including the construction of five new ADA curb ramps on Mission Trail. The Project will construct a new Class II Bike Lane, which will provide connectivity to existing Class II Bike Lanes at the North and West legs of the Malaga Road Intersection and the West leg of the Hidden Trail/Elberta Road Intersection. It's important to note that Metrolink stations are not a service provided in either the City of Wildomar or City of Lake Elsinore. Park-and-ride facilities also do not exist within the City of Wildomar. The City of Lake Elsinore has two Park-and-ride facilities within the vicinity of the Project, but those locations fall outside the 1-mile radius served by the Project.

H. Matching Funds (max 10 points)

10% Programming Cap: $727,986.30

	Agency
Local Match:	726,000.00
SB 821 Request:	726,000.00

20% Programming Cap: $1,455,972.60

Split %	Match Points
50%	10.00
50%	
100%	

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. Population Equity (max 5 points)

Agency: Wildomar

Population Equity Points

0.00

J. Attachments

Upload attachments indicated from previous sections.

Title	Document Type
CIP 044-3 NOE (signed).pdf	Environmental Document
CIP 044-3 Cost Estimate.pdf	Project's Engineers Estimate
CIP 044-3 Right of Way Portfolio.pdf	ROW Clearance
CIP 044-3 Local Match Commitment Portfolio.pdf	Commitment to Local Match
CIP 044-3 Mission Trail_Sedco Sidewalk Phase III (95% Design).pdf	Title Sheet
CIP 044-3 Multimodal Access Exhibit.pdf	Multimodal Access Project Map
CIP 044-3 Destinations Served Exhibit.pdf	Destinations Served Project Map
CIP 044-3 Safety Project Map Exhibit.pdf	Safety Project Map
CIP 044-3 Project Background & Description Map.pdf	Project Background & Project Description Map

K. Certification

☑ I certify that the information presented herein is complete and accurate.

Name: Cameron Luna

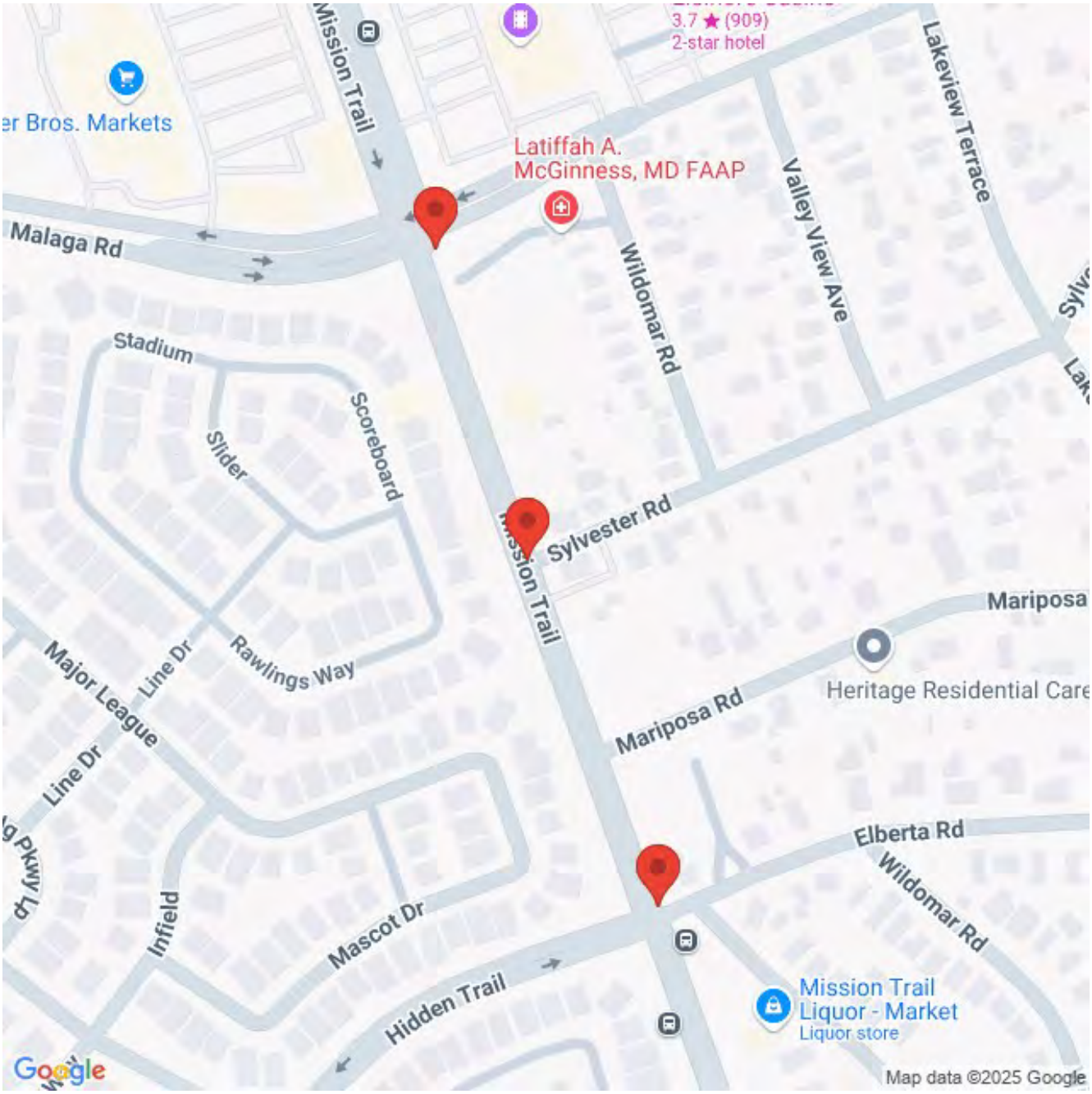
Title: Senior Management Analyst

Date: 04/24/2025

Map Tab

Project Number: 000213 Agency: Wildomar Project Name: Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) Status: Submitted To RCTC

Project Type: Bicycle Project, Pedestrian Project



CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

☑ County of Riverside County Clerk
2724 Gateway Dr.
Riverside, CA 92507

☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
951-677-7751, Ext. 213
Contact Person: Matthew Bassi, Planning Director

PROJECT CASE NO:	Mission Trail/Sedco Sidewalk Project – Phase III (CIP 044-3),
PROJECT APPLICANT/SPONSOR:	Jason Farag, Public Works Director
PROJECT LOCATION:	Mission Trail between Malaga Road and Elberta Avenue
APN(s):	Public Right of Way
PROJECT DESCRIPTION:	Addition of sidewalk, bicycle lane, and street improvements consistent with the City's General Plan.

This is to advise that the Planning Director of the City of Wildomar as Lead Agency, on January 18, 2023 approved the above-described project to construct pedestrian, bicycle, and street improvements to Mission Trail and determined the project to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **General Rule / Categorical Exemption** **Section 15301(c) Existing Facilities**
- Other: *(Sec. .*

REASONS TO SUPPORT EXEMPTION FINDINGS: The project's scope of work consists of the installation of pedestrian and bicycle facilities. The project will add sidewalk and a bike lane to Mission Trail. These Improvements to Mission Trail will extend sidewalk and a bike lane from the Intersection of Malaga Road to the intersection of Elberta Avenue, which will provide connectivity to existing walking paths and bike routes at both intersections. Setting the curb at the final design location on Mission Trail will result in a pave-out to provide enough road width for a bike lane and a parking lane. An additional travel lane is not being striped with this project and the project will not increase vehicle capacity. Therefore, the proposed project meets the criteria for a Categorical Exemption pursuant to Section 15301(c) for improvements to existing highways and streets.

LEAD AGENCY CONTACT: Mathew C. Bassi **PHONE NUMBER:** (951) 677-7751, Ext. 213

Matthew Bassi 1/19/23

Matthew C. Bassi, Planning Director **Date**

CITY OF WILDOMAR

The Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3)

BID LIST

2/20/2025

BASE BID

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE AND MISCELLANEOUS	1	LS	$ 50,000.00	$ 50,000.00
2	TRAFFIC CONTROL SYSTEM	1	LS	$ 40,000.00	$ 40,000.00
3	WATER POLLUTION CONTROL PROGRAM	1	LS	$ 25,000.00	$ 25,000.00
4	CONSTRUCTION SURVEY	1	LS	$ 12,000.00	$ 12,000.00
5	PUBLIC NOTIFICATION	1	LS	$ 5,000.00	$ 5,000.00
6	CLEARING, GRUBBING, AND GRADING (INCLUDING REMOVAL OF TREES AND GUARD RAILS)	1	LS	$ 100,000.00	$ 100,000.00
7	SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND SUBGRADE	14,140	SF	$ 2.00	$ 28,280.00
8	SAWCUT AND REMOVE EXISTING AC/PCC DRIVE APPROACH/SIDEWALK/	11,490	SF	$ 5.50	$ 63,195.00
9	SAWCUT AND REMOVE EXISTING AC/PCC CURB/MOW CURB	580	LF	$ 20.00	$ 11,600.00
10	RELOCATE TRAFFIC SIGNAL BOX/TELEPHONE PULL BOX AND ADJUST TO GRADE	3	EA	$ 2,000.00	$ 6,000.00
11	RELOCATE/ADJUST WATER METER TO GRADE	2	EA	$ 2,500.00	$ 5,000.00
12	RELOCATE FIBER OPTIC/CABLE TV BOX AND ADJUST TO GRADE	3	EA	$ 3,000.00	$ 9,000.00
13	RELOCATE IRRIGATION BOX AND ADJUST TO GRADE	10	EA	$ 1,500.00	$ 15,000.00
14	REMOVE, SALVAGE, AND RECONSTRUCT EXISTING CHAINLINK/WROGHT IRON FENCE AND GATES IN-KIND	100	LF	$ 115.00	$ 11,500.00
15	RELOCATE/REMOVE EXISTING COMMERCIAL SIGN FOUNDATION	2	EA	$ 5,000.00	$ 10,000.00
16	CONSTRUCT PCC CROSS GUTTER AND SPANDRELS	1,600	SF	$ 35.00	$ 56,000.00
17	CONSTRUCT 8" (TYPE A-8) PCC CURB AND GUTTER	1,007	LF	$ 55.00	$ 55,385.00
18	CONSTRUCT CURB RAMP CASE "A"	3	EA	$ 12,000.00	$ 36,000.00
19	CONSTRUCT CURB RAMP CASE "B"	2	EA	$ 12,000.00	$ 24,000.00
20	CONSTRUCT BLOCK WALL	32	LF	$ 250.00	$ 8,000.00
21	CONSTRUCT ASPHALT CONCRETE DIKE 8"	85	LF	$ 60.00	$ 5,100.00
22	CONSTRUCT 4-INCH PCC SIDEWALK (6.5-FEET WIDE)	6,800	SF	$ 10.00	$ 68,000.00
23	RELOCATE TRAFFIC SIGNAL LIGHT ADJUST TO GRADE	1	EA	$ 30,000.00	$ 30,000.00

CITY OF WILDOMAR

The Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3)

BID LIST

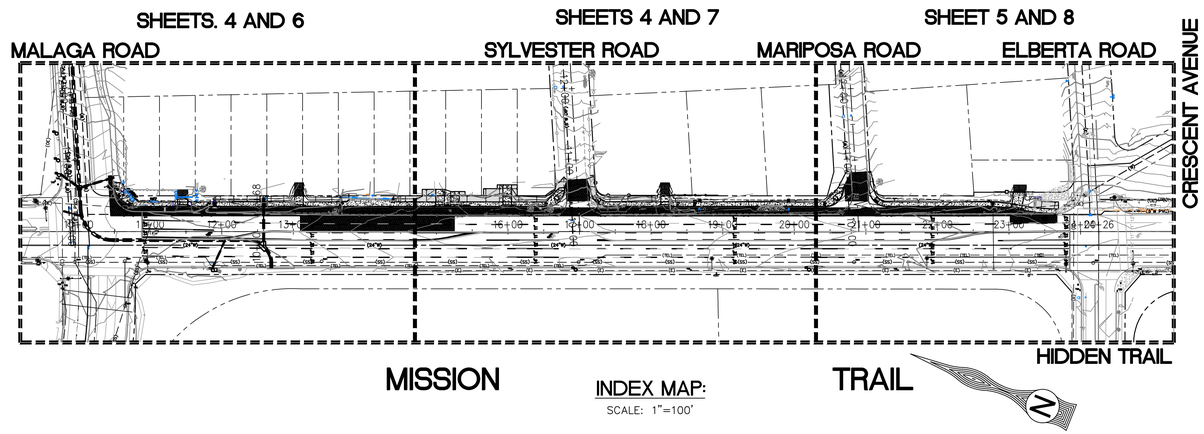
2/20/2025

BASE BID

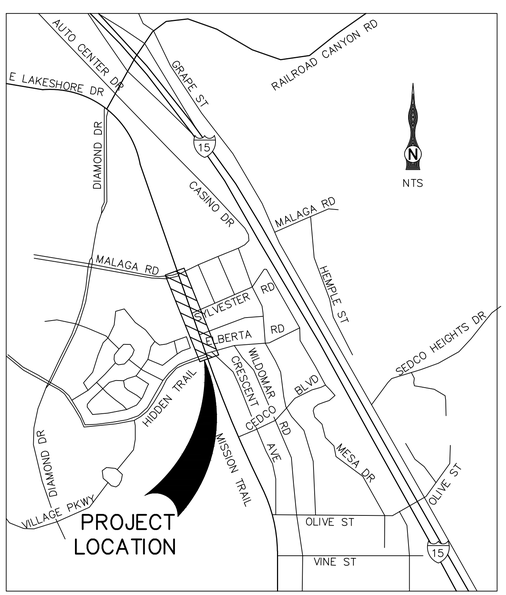
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
24	CONSTRUCT 4.5-INCH ASPHALT CONCRETE PAVEMENT OVER 8-INCH CLASS II AGGREGATE BASE	22,015	SF	$ 8.50	$ 187,127.50
25	CONSTRUCT 1.5-INCH ASPHALT CONCRETE OVERLAY	22,015	SF	$ 2.00	$ 44,030.00
26	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH (6-INCH THICK)	955	SF	$ 30.00	$ 28,650.00
27	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APPROACH (8-INCH THICK)	65	SF	$ 50.00	$ 3,250.00
28	CONSTRUCT 4-INCH PCC OVER COMPACTED NATIVE	575	SF	$ 12.00	$ 6,900.00
29	CONSTRUCT 3-INCH AC PAVEMENT OVER COMPACTED NATIVE	3,500	SF	$ 5.00	$ 17,500.00
30	REMOVE AND RECONSTRUCT TYPE X INLET	1	EA	$ 3,500.00	$ 3,500.00
31	CONSTRUCT CONCRETE COLLAR	1	EA	$ 2,000.00	$ 2,000.00
32	CONSTRUCT 30" RCP	10	LF	$ 1,000.00	$ 10,000.00
33	CONSTRUCT 36" WIDE UNDER SIDEWALK DRAIN	1	EA	$ 6,000.00	$ 6,000.00
34	CONSTRUCT GUTTER DEPRESSION	1	EA	$ 1,800.00	$ 1,800.00
35	REMOVE AND CONSTRUCT MAIL BOX	3	EA	$ 350.00	$ 1,050.00
36	REMOVE AND RECONSTRUCT CHAIN LINK/WOOD/WROGHT IRON FENCE	205	LF	$ 80.00	$ 16,400.00
37	REMOVE AND RECONSTRUCT BACK FLOW PREVENTOR	1	EA	$ 3,000.00	$ 3,000.00
38	REMOVE/RELOCATE/INSTALL TRAFFIC SIGN	6	EA	$ 300.00	$ 1,800.00
39	CONSTRUCT/RELOCATE FIRE HYDRANT	1	EA	$ 20,000.00	$ 20,000.00
40	REMOVE AND RECONSTRUCT 6" PVC DRAIN	16	LF	$ 150.00	$ 2,400.00
41	INSTALL TRAFFIC STRIPING, MARKINGS, RAISED MARKERS, AND SIGNING	1	LS	$ 20,000.00	$ 20,000.00

CONSTRUCTION SUBTOTAL BASE BID:	**$ 1,049,467.50**
CONSTRUCTION CONTINGENCIES (10%):	**$ 104,946.75**
CONSTRUCTION TOTAL BASE BID:	**$ 1,154,414.00**

CITY OF WILDOMAR
MISSION TRAIL / SEDCO SIDEWALK PHASE 3
PROJECT NO. CIP 044-3



INDEX MAP:
SCALE: 1"=100'



VICINITY MAP:
N.T.S.

SHEET INDEX

1	TITLE SHEET
2	GENERAL NOTES
3	TYPICAL SECTIONS AND DETAILS
4	MISSION TRAIL DEMOLITION STA. 10+00.00 TO STA. 19+00.00
5	MISSION TRAIL DEMOLITION AND GRADING DETAIL STA. 19+00.00 TO STA. 24+25±
6	MISSION TRAIL PLAN/PROFILE STA. 10+00.00 TO STA. 14+50.00
7	MISSION TRAIL PLAN/PROFILE STA. 14+50.00 TO STA. 19+50.00
8	MISSION TRAIL PLAN/PROFILE STA. 19+50.00 TO STA. 24+25±
9	MISSION TRAIL SIGNING/STRIPING PLAN STA. 10+00± TO STA. 24+25±

CITY OF WILDOMAR, UTILITY NOTIFICATION LIST:

SOUTHERN CALIFORNIA EDISON (SCE)
ATTN: KEN SMOLL
24487 PRIELIPP RD.
WILDOMAR, CA 92595
(951) 249-8356

FRONTIER COMMUNICATIONS
ATTN: DANIELLE SAMANIEGO
9 SOUTH 4TH ST.
REDLANDS, CA 92373
(909) 798-4400

Charter/Spectrum
ATTN: Steven Waters
7337 Central Ave.
Riverside, CA
(951) 406-1716

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
ATTN: HALEY GARLAND
31315 CHANEY ST.
LAKE ELSINORE, CA 92530
(951) 674-3146

SOUTHERN CALIFORNIA GAS COMPANY
ATTN: David Silva
1981 W. Lugonia Avenue
Redlands, CA 92374
(909) 335-7844

UNDERGROUND SERVICE ALERT
(800) 227-2600

BASIS OF BEARING:

CENTERLINE OF MISSION TRAIL BETWEEN RIVERSIDE COUNTY BRASS DISKS SHOWN ON SHEET 4 AND 5 OF RIVERSIDE COUNTY RIGHT-OF-WAY MAP OF MISSION TRAIL ON FILE AS RIGHT-OF-WAY MAP NO. 916AA RECORDS OF RIVERSIDE COUNTY SURVEYOR THE BEARING BEING (N25°58'33"WEST)

BENCH MARK LOCATION:

FROM THE INTERSECTION OF CORYDON STREET AND MISSION TRAIL, NORTH 0.8 MILES ALONG MISSION TRAIL TO ADDRESS #32680 MISSION TRAIL; 222'± WEST OF CENTERLINE OF MISSION TRAIL; HORTHWEST OF POWER POLE #2065718E; 1'± SOUTH OF SURVEY MARKER POST.

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/20
CIVIL
STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

BENCHMARK:
Elevation = 1264.94
Datum = RELATIVE
BENCHMARK # Riv.Co.Surv. 1265
EL-52-80; 1 1/2" Aluminum Cap In 6" Conc. Collar
THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER
L.S. 4230, EXP. 06/30/2018
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
TITLE SHEET

SHEET No. 1
OF 9 SHTS

S:\CADD\151-04 Mission Trails\Phase III\151-04_011I.dwg Jan 26, 2022 - 4:56pm

WILDOMAR GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THESE PLANS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", (GREEN BOOK), RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT STANDARDS, AND CITY OF WILDOMAR STANDARDS AND ORDINANCES, LATEST EDITION, CONTRACTOR SPECIFICATIONS AND SPECIAL PROVISIONS.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE JOB SITE AND THE LOCATION OF ALL UNDERGROUND FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS. NEITHER THE CITY OF WILDOMAR NOR THE ENGINEER WILL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES.
3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN AL NECESSARY PERMITS.
4. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CALL THE CITY ENGINEERS OFFICE AT (951) 677-7751 FOR INSPECTION 24 HOURS PRIOR TO PERFORMING ANY WORK. WORK PERFORMED WITHOUT CALLING FOR INSPECTION SHALL BE REJECTED AND SHALL BE REMOVED SOLELY AT THE CONTRACTORS EXPENSE.
5. UTILITY CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING COMPACTION TESTS OF ALL TRENCH BACKFILL AND STREET SUBGRADES AND SUBMITTING THEM TO THE CITY ENGINEER FOR APPROVAL. NOTIFY CITY ENGINEERS OFFICE AT (951) 677-7751 24 HOURS PRIOR TO TESTS.
6. CUT SHEETS SHALL BE SUBMITTED TO THE CITY FOR RECORD PURPOSES PRIOR TO CONSTRUCTION. SURVEYOR OF RECORD IS SOLELY RESPONSIBLE FOR THE ACCURACY OF CUT SHEETS.
7. THE CONTRACTOR SHALL VERIFY HIMSELF THAT ESTIMATED QUANTITIES SHOWN ARE CORRECT BEFORE BIDDING ON ANY ITEM.
8. THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES. WORK SITE AND EXTERIOR STREETS SHALL BE IN A NEAT, CLEAN, HAZARD FREE, ORDERLY STATE THROUGHOUT CONSTRUCTION. SITE SHALL BE CLEANED UPON REQUEST OF THE INSPECTOR.
9. ALL EXISTING PAVEMENT TO BE REMOVED SHALL BE SAWCUT OR WHEELCUT AND REMOVED TO CLEAN STRAIGHT LINES.
10. AT ALL LOCATIONS WHERE NEW PAVEMENT JOINS EXISTING, THE EXISTING PAVEMENT SHALL BE COATED WITH AN ASPHALTIC EMULSION.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY VALVES, BOXES AND COVERS, AND ADJUSTING OF ALL WATER VALVE BOXES AND COVERS TO FINISH GRADE.
12. THE CONTRACTOR SHALL RESET MANHOLE RINGS TO SURROUNDING AC PAVEMENT GRADE.
13. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR THE ACCURACY AND ACCEPTABILITY OF THE WORK HEREON. IN THE EVENT OF DISCREPANCIES ARISING DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL OF THE CITY ENGINEER.
14. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USA), PHONE NUMBER 811, TWO WORKING DAYS BEFORE DIGGING. NO INSPECTION WILL BE PROVIDED BY THE CITY ENGINEERS OFFICE, AND NO CONSTRUCTION PERMIT ISSUED INVOLVING EXCAVATION FOR UNDERGROUND FACILITIES WILL BE VALID UNLESS THE APPLICANT HAS BEEN PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USA.
15. ALL AGRICULTURAL IRRIGATION LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPLACED WITH 12 GAUGE MINIMUM DIPPED AND WRAPPED-WELDED STEEL PIPE.
16. WHEN IMPROVEMENTS ARE TO BE PLACED ON NATIVE SOIL WHICH CONSISTS OF A ROCKY MATERIAL, THE SUB-GRADE SHALL BE PREPARED BY REMOVING ALL ROCKS WHICH PROTRUDE ABOVE THE SUB-GRADE AND ALL VOIDS OR DEPRESSIONS SHALL BE FILLED WITH A FINE GRADE MATERIAL OF A QUALITY BETTER THAN THE NATIVE MATERIAL.
17. NO WORK SHALL COMMENCE WITHIN PUBLIC RIGHT OF WAY WITHOUT OBTAINING A PUBLIC IMPROVEMENTS PERMIT AND NOTIFYING THE CITY INSPECTOR TO SCHEDULE A PRECONSTRUCTION MEETING 24-HOURS PRIOR TO START OF WORK.
18. ASPHALT CONCRETE SHALL BE SPREAD AND COMPACTED IN AT LEAST TWO LIFTS, EACH LIFT NO THICKER THAN 2". THE CITY PREFERS THAT THE FINAL LIFT NOT BE PLACED PRIOR TO THE COMPLETION OF CONSTRUCTION. SHOULD THE CONTRACTOR CHOOSE TO PAVE THE FULL DEPTH OF AC PAVEMENT PRIOR TO THE COMPLETION OF CONSTRUCTION, NO FINAL INSPECTION OF THE PAVEMENT SURFACE SHALL BE PERFORMED AND ANY NOTED DEFICIENCIES SHALL BE REPAIRED IN ACCORDANCE WITH THE CITIES PAVEMENT REPAIR POLICY.

NOTE TO CONTRACTOR- EXISTING UTILITIES:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. WHILE DUE CARE WAS TAKEN IN PREPARATION OF THIS INFORMATION, TKE ENGINEERING CANNOT AND DOES NOT GUARANTEE THE ACCURACY NOR THE COMPLETENESS OF THE INFORMATION OBTAINED. THE LOCATIONS OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL NOTIFY THE CITY PRIOR TO POTHOLING. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH RESULT FROM HIS FAILURE TO LOCATE EXACTLY AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL POTHOLE PROPOSED CROSSINGS OF EXISTING UTILITIES PRIOR TO AND SHALL VERIFY THEIR HORIZONTAL AND VERTICAL LOCATIONS. IN THE EVENT, DURING CONSTRUCTION, THAT UNKNOWN UTILITIES OR UNKNOWN STRUCTURES ARE FOUND AT UNEXPECTED ELEVATIONS OR LOCATIONS, THE CITY IS TO BE NOTIFIED OF SUCH CONDITION AT ONCE. ANY DISCREPANCY BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY. IF NECESSARY, THE ENGINEER OF RECORD SHALL REVISE THE PLANS. THE CONTRACTOR SHALL BEGIN CONSTRUCTION AFTER REVISIONS ARE APPROVED. THE CONTRACTOR AGREES TO COMPLETE ALL WORK, INCLUDING REPAIRS REQUIRED, IN AN EXPEDITIOUS MANNER. THE CONTRACTOR FURTHER AGREES TO PURSUE DILIGENTLY THE COMPLETION OF SAID WORK.

ENGINEER'S NOTE:

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR SUBSTRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HERON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

NOTICE TO CONTRACTORS:

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

SURVEY MONUMENT NOTE:

SURVEY MONUMENTS THAT EXIST AS SHOWN ON RECORDED MAPS, HIGHWAY MAPS OR POINTS THAT PROVIDE SURVEY CONTROL WITHIN THE CONSTRUCTION AREA, SHALL BE LOCATED AND REFERENCED OUT BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER (AUTHORIZED TO PRACTICE LAND SURVEYING), AND CORNER RECORDS SHALL BE FILED WITH THE COUNTY SURVEYOR PRIOR TO THE START OF CONSTRUCTION. THESE CORNER RECORDS SHALL DESCRIBE THE MONUMENTS FOUND WITH TIE DISTANCES TO REFERENCE POINTS FOR RESETTING OF THE SURVEY MONUMENTS. WHEN CONSTRUCTION IS COMPLETED, MONUMENTS SHALL BE SET AND CORNER RECORDS SHALL BE FILED WITH THE COUNTY SURVEYOR SHOWING THE NEW MONUMENTS.

CONTRACTOR'S RESPONSIBILITY FOR SAFETY:

IN SUBMITTING A BID FOR THIS WORK, THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER AND THE CITY OF WILDOMAR HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT THE EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AN HEALTH REGULATIONS" OF THE US DEPARTMENT OF LABOR AND WITH "CONSTRUCTION SAFETY ORDERS". THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUB-CONTRACTORS COMPLIANCE WITH SAID REGULATION AND ORDERS.

CONSTRUCTION NOTES:

(1) CONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
(2) CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3
(3) RELOCATE EXISTING POWER POLE (BY OTHER) CONTRACTOR TO COORDINATE WITH SCE FOR POWER POLE LOCATION.
(4) CONSTRUCT 6' SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
(5) CONSTRUCT CROSS GUTTER AND SPANDRELS PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 209 AND PER PLAN AND PROFILE SHEETS.
(6) CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
(7) CONSTRUCT 4.5" ASPHALT CONCRETE PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
(8) CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIVERSIDE COUNTY STANDARD PLAN NO. 212.
(9) GRADE AND COMPACT NATIVE MATERIAL TO 85% COMPACTION, SLOPE AS SHOWN.
(10) CONSTRUCT CURB RAMP CASE A PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 AND PER DETAILS "B", "C" AND "E" ON SHEET 3.
(11) CONSTRUCT CURB RAMP CASE B PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 MODIFIED PER DETAILS "D" AND "F" ON SHEET 3.
(12) CONSTRUCT 12" OF 95% COMPACTED NATIVE DRIVEWAY ACCESS.
(13) CONSTRUCT 30" RCP 1250-D, LENGTH PER PLAN.
(14) CONSTRUCT 36" WIDE UNDER SIDEWALK DRAIN CAST IN PLACE PER RIVERSIDE STANDARD PLAN NO. 309, AND PER DETAIL ON SHEET 3 (MODIFIED, SLOPE TO DRAIN COUNTER TO SIDEWALK SLOPE.)

CONSTRUCTION NOTES CONTINUE:

(15) CONSTRUCT INLET TYPE X PER RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWING NO. CB108. MODIFIED TO 48"ø.
(16) CONSTRUCT CONCRETE COLLAR PER RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWING NO. M803.
(17) CONSTRUCT 4" OF PORTLAND CEMENT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE SOIL DRIVEWAY ACCESS.
(18) CONSTRUCT 3" OF ASPHALT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE, INSTALL 2"x4" REDWOOD HEADERS FOR EDGE SUPPORT WERE NEEDED.
(19) CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3. (MODIFY TO 8" THICK FOR COMERCIAL USE)
(20) CONSTRUCT CHAIN LINK, WROUGHT IRON AND/OR WOOD FENCE/GATE 6" BEHIND RIGHT-OF-WAY.
(21) CONSTRUCT BLOCK WALL AND CHAIN LINK FENCE 6" BEHIND RIGHT-OF-WAY.
(22) INSTALL TRAFFIC SIGNAL PULL BOX.
(23) INSTALL TRAFFIC SIGNAL LIGHT.
(24) INSTALL IRRIGATION BOX.
(25) CONSTRUCT WATER METER BOX PER ELSINORE VALLEY MUNICIPAL WATER STD. PLAN W-12 AND APPROVED MATERIAL LIST.
(26) INSTALL FIBER OPTIC AN/OR CABLE TV BOX.
(27) CONSTRUCT MAILBOX ON 4"x4" WOOD POST WITH BOTTOM OF MAILBOX 42" ABOVE TOP PF CURB. MAILBOX SHALL BE IMBEDDED 24" BELOW TOP OF FINISHED SURFACE IN A 12: DIAMETER CONCRETE FOOTING.
(28) CONSTRUCT BACKFLOW PREVENTION ASSEMBLY ABOVE GROUND INSTALLATION PER ELSINORE VALLEY MUNICIPAL WATER STD. PLAN W-21A AND APPROVED MATERIAL LIST.
(29) CONSTRUCT EARTHEN SWALE BEHIND SIDEWALK FROM UNDERSIDE WALK DRAIN TO TYPE X INLET, GRADE TO DRAIN AS SHOWN ON PLANS.
(30) CONSTRUCT 6" PVC DRAIN UNDER CONCRETE DRIVEWAY ACCESS AS SHOWN ON PLANS.
(31) CONSTRUCT FIRE HYDRANT ELSINORE VALLEY MUNICIPAL WATER STD. PLAN W-7.

DEMOLITION NOTES:

[1] PROTECT IN PLACE.
[2] SAWCUT AND REMOVE EXISTING AC CURB OR PCC CURB AND/OR GUTTER AS REQUIRED.
[3] SAWCUT AND REMOVE EXISTING AC/PCC SIDEWALK OR PCC SLAB AS REQUIRED.
[4] SAWCUT AND REMOVE EXISTING DRIVE APPROACH AND/OR DRIVEWAY ACCESS AS NOTED.
[5] SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND SUBGRADE AS REQUIRED TO CONSTRUCT IMPROVEMENTS.
[6] REMOVE AND SALVAGE EXISTING MAIL BOX. PROVIDE TEMPORARY SUPPORT DURING CONSTRUCTION OF NEW IMPROVEMENTS AS REQUIRED. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[7] EXISTING WATER METER/WATER VALVE, TELEPHONE PULLBOX/TRAFFIC SIGNAL PULLBOX, IRRIGATION BOX AND CABLE TV BOX TO BE ADJUSTED TO GRADE BY CONTRACTOR.
[8] REMOVE AND RELOCATE EXISTING SIGN WITH POST AS REQUIRED PER TRAFFIC SIGNING AND STRIPING SHEETS.
[9] REMOVE/CLEAR EXISTING NATIVE MATERIAL AS NEEDED TO CONSTRUCT NEW IMPROVEMENTS.
[10] REMOVE TREE.
[11] REMOVE, RELOCATE EXISTING PRIVATE RESTAURANT SIGN. CONTRACTOR TO COORDINATE RELOCATION WITH OWNER. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[12] REMOVE AND RELOCATE EXISTING IRRIGATION BOX. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[13] REMOVE AND RELOCATE EXISTING POWER POLE BY SCE. CONTRACTOR TO COORDINATE WITH SCE FOR RELOCATION.
[14] REMOVE AND RELOCATE EXISTING CSP STORM DRAIN INLET AND PROTECTIVE CAGE. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[15] REMOVE AND/OR RELOCATE EXISTING CHAIN LINK FENCE, RETAINING OR BLOCK WALL, GUARD RAIL AND OR STEEL POST.
[16] REMOVE AND RELOCATE EXISTING BACKFLOW PREVENTER AND PROTECTIVE CAGE. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[17] REMOVE RELOCATE EXISTING FIBER OPTIX BOX AND CABLE TELEVISION BOX. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[18] REMOVE CITY STREET SIGN, SALVAGE TO CITY YARD.
[19] REMOVE AND RELOCATE EXISTING TRAFFIC SIGNAL PULLBOX. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[20] REMOVE AND RELOCATE EXISTING TRAFFIC SIGNAL LIGHT. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[21] REMOVE EXISTING 6" PVC DRAIN UNDER EXISTING DRIVEWAY TO CONSTRUCT IMPROVEMENTS.
[22] REMOVE RELOCATE EXISTING WATER METER, SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[23] REMOVE AND RELOCATE EXISTING FIRE HYDRANT. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
[24] REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE AND/OR WROUGHT IRON FENCE AND GATES,TO CONSTRUCT IMPROVEMENTS. REINSTALL TO PREVIOUS LOCATION ONCE IMPROVEMENTS ARE CONSTRUCTED.

LEGEND OF SYMBOLS AND ABBREVIATIONS:

Symbol	Description
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
PP	EXISTING POWER POLE
MB	EXISTING MAILBOX
WM	EXISTING WATER METER
	EXISTING EDGE OF PAVEMENT
	EXISTING TREE
	EXISTING SHRUB
	EXISTING PALM TREE
	EXISTING STREET SIGN
	EXISTING STREET LIGHT
	EXISTING LIGHT POLE
MH	EXISTING MANHOLE
	EXISTING SURVEY CONTROL
R/W	RIGHT-OF-WAY
℄	EXISTING IMPROVEMENT/SURVEY CENTERLINE
	EXISTING CURB AND GUTTER
	EXISTING CURB OR AC BERM
	PROPOSED CURB AND GUTTER
	EXISTING SIDEWALK OR DRIVEWAY
	EXISTING BLOCK WALL
	EXISTING CHAIN LINK FENCE
	EXISTING WROUGHT IRON OR WOOD FENCE
AB	ABANDON
AC	ASPHALT CONCRETE
ASPH	ASPHALT SURFACE
AP	ANGLE POINT
BB	BOTTOM OF BERM
BC	BEGINNING OF CURVE
BCR	BEGIN CURB RETURN
CL	CENTERLINE
CF	CURB FACE
CR	CURB RETURN
DF	DIKE FACE
EC	END OF CURVE
ECR	END CURB RETURN
ELEV	ELEVATION
PED	PEDESTAL
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FINISH SURFACE
GB	GRADE BREAK
GS	GROUND SURFACE
INV	INVERT
LF	LINEAR FEET
LT	LEFT
ME	MEDIAN
MH	MANHOLE
MVC	MID POINT OF VERTICAL CURB
N.T.S.	NOT TO SCALE
PCC	PORTLAND CEMENT CONCRETE
PG	PROFILE GRADE
PR	PROPOSED
PRC	POINT OF REVERSE CURVE
PRVC	POINT OF REVERSE VERTICAL CURVE
PVI	POINT OF VERTICAL INFLECTION
RT	RIGHT
TB	TOP OF BERM
TC	TOP OF CURB
TD	TOP OF DIKE
WM	WATER METER
S	SLOPE
STA	STATION
TSB	TRAFFIC SIGNAL BOX
ELEC	ELECTRICAL
SCE	SOUTHERN CALIFORNIA EDISON

UTILITY LEGEND:

Symbol	Description	Symbol	Description	Symbol	Description
(W)	WATER LINE	(SL)	SEWER LATERAL	(RCP)	REINFORCE CONCRETE PIPE
(S)	SEWER LINE	(TEL)	TELEPHONE LINE	(ELEC)	ELECTRIC LINE
(G)	GAS LINE	(STEAM)	STEAM LINE	(OE)	OVERHEAD ELECTRIC LINE
(SD)	STORMDRAIN LINE	(CMP)	CORRUGATED METAL PIPE	(FM)	FORCE MAIN

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NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER: REGISTERED PROFESSIONAL ENGINEER, TERRY M. RENNER, No. 69984, Exp. 9/30/20, CIVIL, STATE OF CALIFORNIA

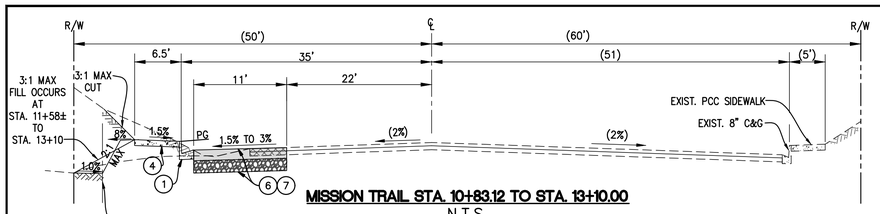
TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

BENCHMARK:
Elevation = 1264.94
Datum = RELATIVE
BENCHMARK # Riv.Co.Surv. 1265 EL-52-80; 1 1/2" Aluminum Cap In 6" Conc. Collar
THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER
L.S. 4230, EXP. 06/30/2018
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
GENERAL NOTES

SHEET No. 2 OF 9 SHTS

S:\CADD\151-04 Mission Trails\Phase III\151-04_02GN.dwg Jan 26, 2022 - 4:54pm



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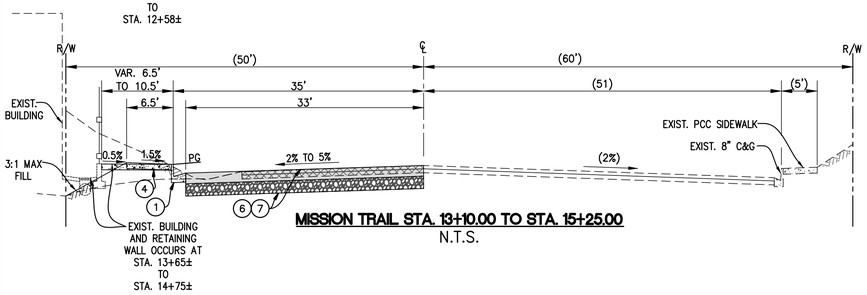

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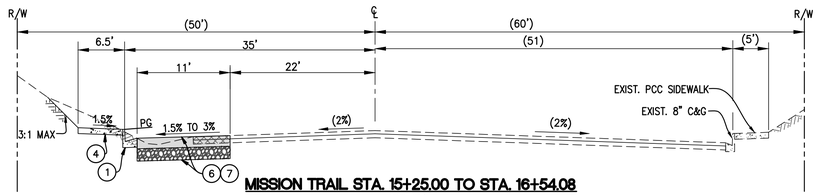

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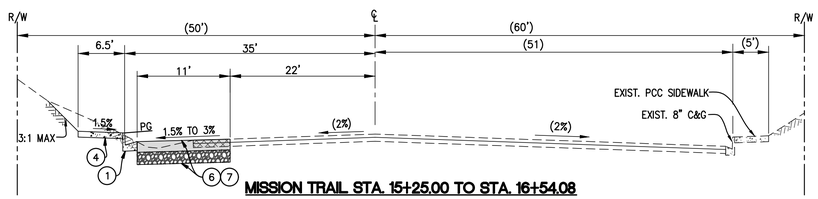

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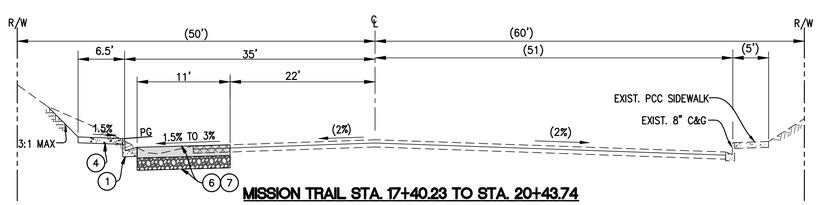

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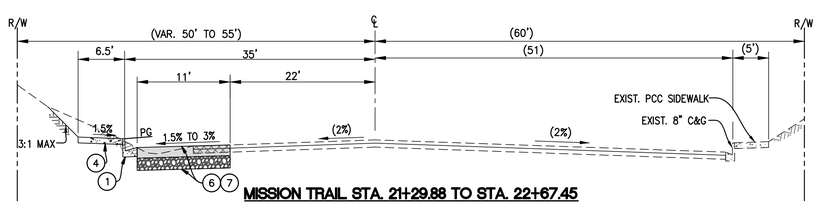

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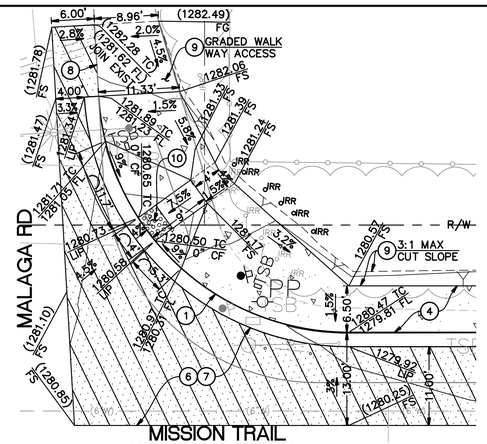
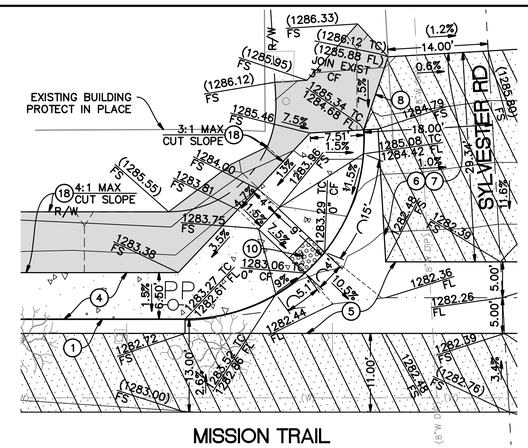


MISSION TRAIL
CURB RAMP DETAIL "B"
SCALE: 1" = 10'



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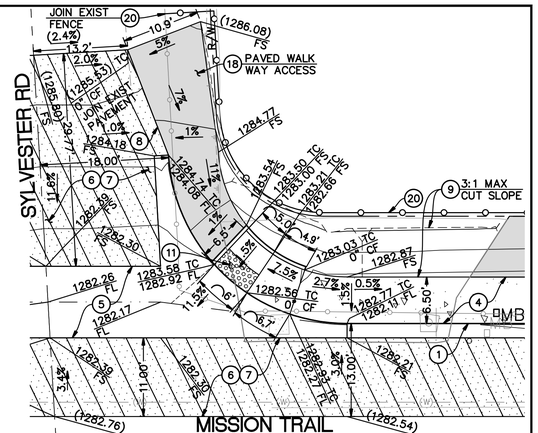

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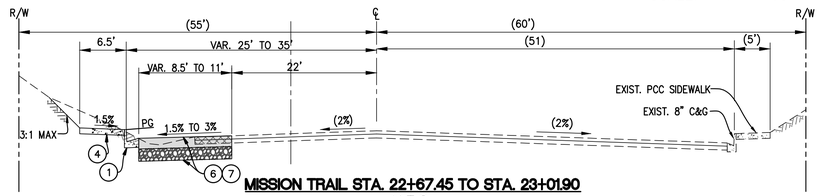
SCALE: 1" = 10'



MISSION TRAIL STA. 22+67.45 TO STA. 23+01.90
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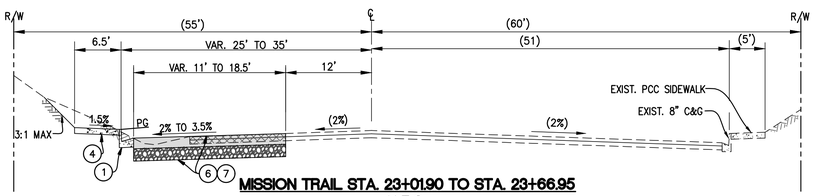
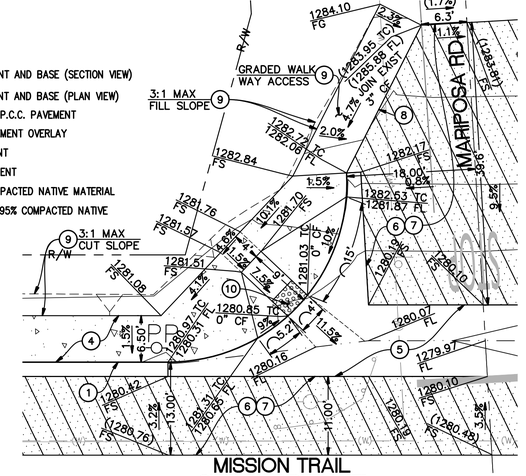


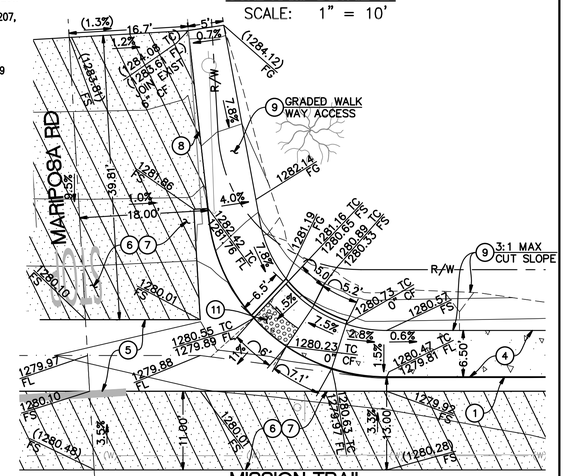
MISSION TRAIL STA. 23+01.90 TO STA. 23+66.95
N.T.S.

LEGEND:

- PROPOSED A.C. PAVEMENT AND BASE (SECTION VIEW)
- PROPOSED A.C. PAVEMENT AND BASE (PLAN VIEW)
- REMOVE EXISTING A.C./ P.C.C. PAVEMENT
- PROPOSED 3" A.C. PAVEMENT OVERLAY
- EXISTING P.C.C. PAVEMENT
- PROPOSED P.C.C. PAVEMENT
- PROPOSED 12" 95% COMPACTED NATIVE MATERIAL
- 3" AC PAVEMENT OVER 95% COMPACTED NATIVE



MISSION TRAIL
CURB RAMP DETAIL "E"
SCALE: 1" = 10'



MISSION TRAIL
CURB RAMP DETAIL "F"
SCALE: 1" = 10'

CONSTRUCTION NOTES:

1. CONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
2. CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3
4. CONSTRUCT 6' SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
5. CONSTRUCT CROSS GUTTER AND SPANDRELS PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 209 AND PER PLAN AND PROFILE SHEETS.
6. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
7. CONSTRUCT 4.5" ASPHALT CONCRETE PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
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9. GRADE AND COMPACT NATIVE MATERIAL TO 85% COMPACTION, SLOPE AS SHOWN.
10. CONSTRUCT CURB RAMP CASE A PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 AND PER DETAILS "B", "C" AND "E" ON SHEET 3.
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12. CONSTRUCT 12" OF 95% COMPACTED NATIVE DRIVEWAY ACCESS.
17. CONSTRUCT 4" OF PORTLAND CEMENT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE SOIL DRIVEWAY ACCESS.
18. CONSTRUCT 3" OF ASPHALT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE, INSTALL 2"x4" REDWOOD HEADERS FOR EDGE SUPPORT WERE NEEDED.
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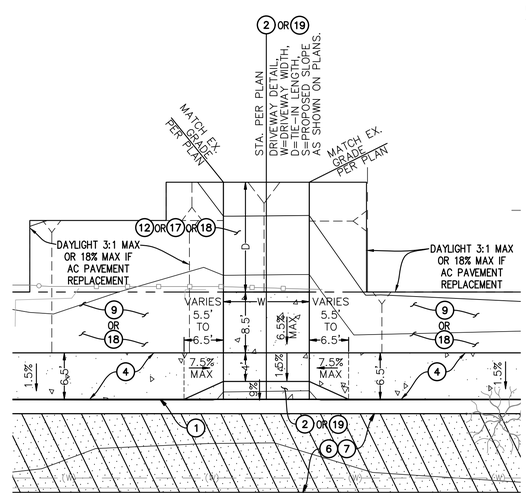
20. CONSTRUCT CHAIN LINK, WROUGHT IRON AND/OR WOOD FENCE/GATE 6" BEHIND RIGHT-OF-WAY.



TYPICAL RESIDENTIAL DRIVEWAY APPROACH
DETAIL "A"
SCALE: 1" = 10'

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/20 CIVIL STATE OF CALIFORNIA

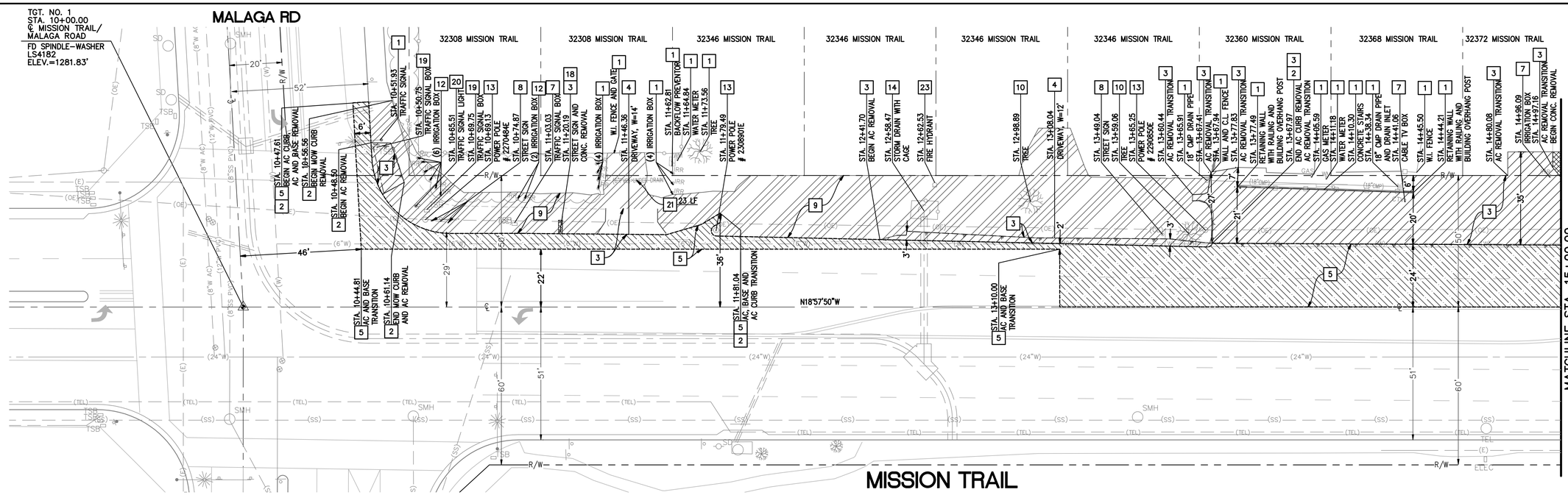
TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

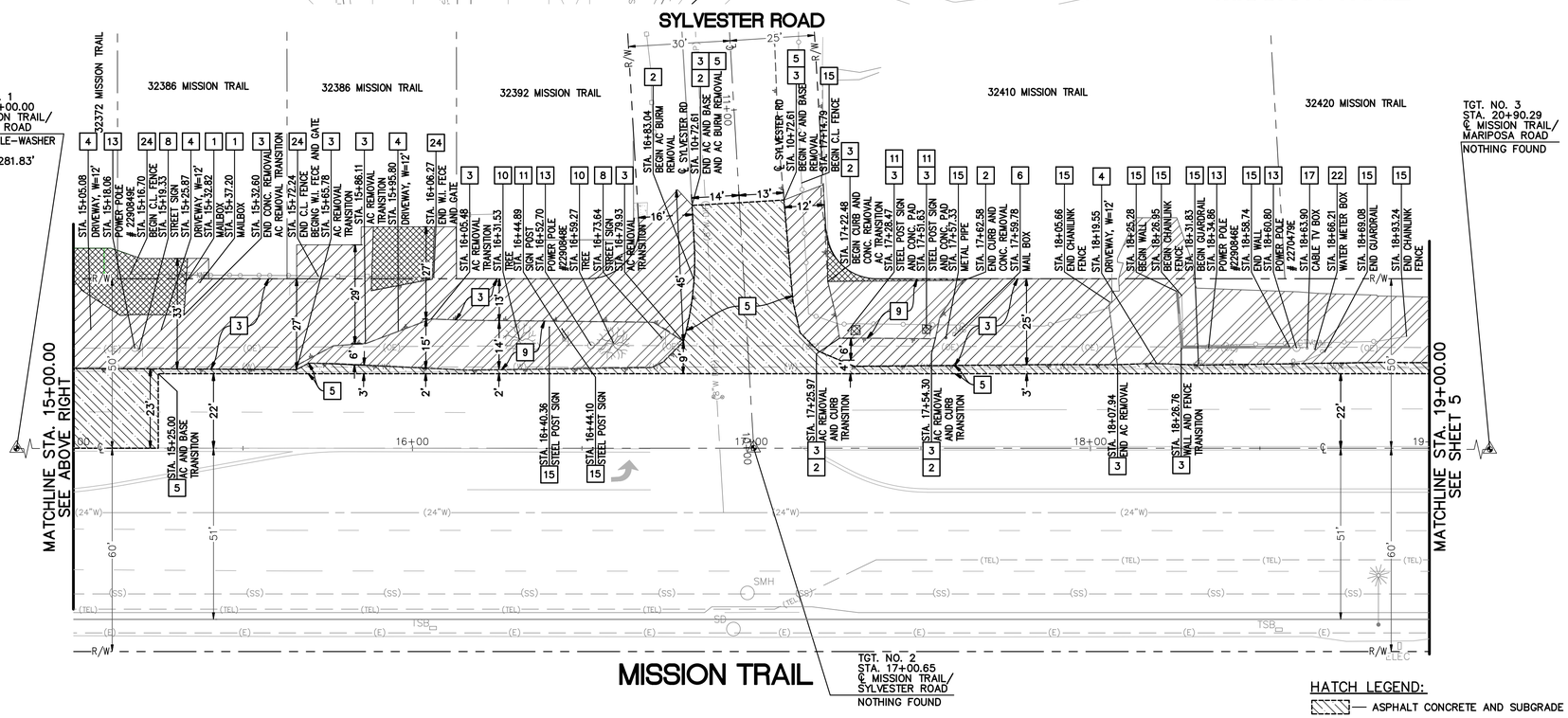
BENCHMARK:
Elevation = 1264.94
Datum = RELATIVE
BENCHMARK # Riv.Co.Surv. 1265
EL-52-80; 1 1/2" Aluminum Cap In 6" Conc. Collar
THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER L.S. 4230, EXP. 06/30/2018
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
SECTIONS AND DETAILS

SHEET No. 3
OF 9 SHTS

S:\CADD\151-04 Mission Trails\Phase III\151-04_03DE.dwg Jan 26, 2022 - 4:53pm





DEMOLITION NOTES:

1. PROTECT IN PLACE.
2. SAWCUT AND REMOVE EXISTING AC CURB OR PCC CURB AND/OR GUTTER AS REQUIRED.
3. SAWCUT AND REMOVE EXISTING AC/PCC SIDEWALK OR PCC SLAB AS REQUIRED.
4. SAWCUT AND REMOVE EXISTING DRIVE APPROACH AND/OR DRIVEWAY ACCESS AS NOTED.
5. SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND SUBGRADE AS REQUIRED TO CONSTRUCT IMPROVEMENTS.
6. REMOVE AND SALVAGE EXISTING MAIL BOX. PROVIDE TEMPORARY SUPPORT DURING CONSTRUCTION OF NEW IMPROVEMENTS AS REQUIRED. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
7. EXISTING WATER METER/WATER VALVE, TELEPHONE PULLBOX/TRAFFIC SIGNAL PULLBOX, IRRIGATION BOX AND CABLE TV BOX TO BE ADJUSTED TO GRADE BY CONTRACTOR.
8. REMOVE AND RELOCATE EXISTING SIGN WITH POST AS REQUIRED PER TRAFFIC SIGNING AND STRIPING SHEETS.
9. REMOVE/CLEAR EXISTING NATIVE MATERIAL AS NEEDED TO CONSTRUCT NEW IMPROVEMENTS.
10. REMOVE TREE.
11. REMOVE, RELOCATE EXISTING PRIVATE RESTAURANT SIGN. CONTRACTOR TO COORDINATE RELOCATION WITH OWNER. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
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14. REMOVE AND RELOCATE EXISTING CSP STORM DRAIN INLET AND PROTECTIVE CAGE. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
15. REMOVE AND/OR RELOCATE EXISTING CHAIN LINK FENCE, RETAINING OR BLOCK WALL, GUARD RAIL AND OR STEEL POST.
16. REMOVE AND RELOCATE EXISTING BACKFLOW PREVENTER AND PROTECTIVE CAGE. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
17. REMOVE RELOCATE EXISTING FIBER OPTIX BOX AND CABLE TELEVISION BOX. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
18. REMOVE CITY STREET SIGN, SALVAGE TO CITY YARD.
19. REMOVE AND RELOCATE EXISTING TRAFFIC SIGNAL PULLBOX. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
20. REMOVE AND RELOCATE EXISTING TRAFFIC SIGNAL LIGHT. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
21. REMOVE EXISTING 6" PVC DRAIN UNDER EXISTING DRIVEWAY TO CONSTRUCT IMPROVEMENTS.
22. REMOVE RELOCATE EXISTING WATER METER, SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
23. REMOVE AND RELOCATE EXISTING FIRE HYDRANT. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
24. REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE AND/OR WROUGHT IRON FENCE AND GATES,TO CONSTRUCT IMPROVEMENTS. REINSTALL TO PREVIOUS LOCATION ONCE IMPROVEMENTS ARE CONSTRUCTED.

HATCH LEGEND:

- ASPHALT CONCRETE AND SUBGRADE REMOVAL
- CLEAR / GRUB AND GRADE EXISTING NATIVE MATERIAL
- PCC REMOVAL
- ASPHALT CONCRETE REMOVAL

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FEET

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TWO WORKING DAYS BEFORE YOU DIG
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A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/20
CIVIL
STATE OF CALIFORNIA

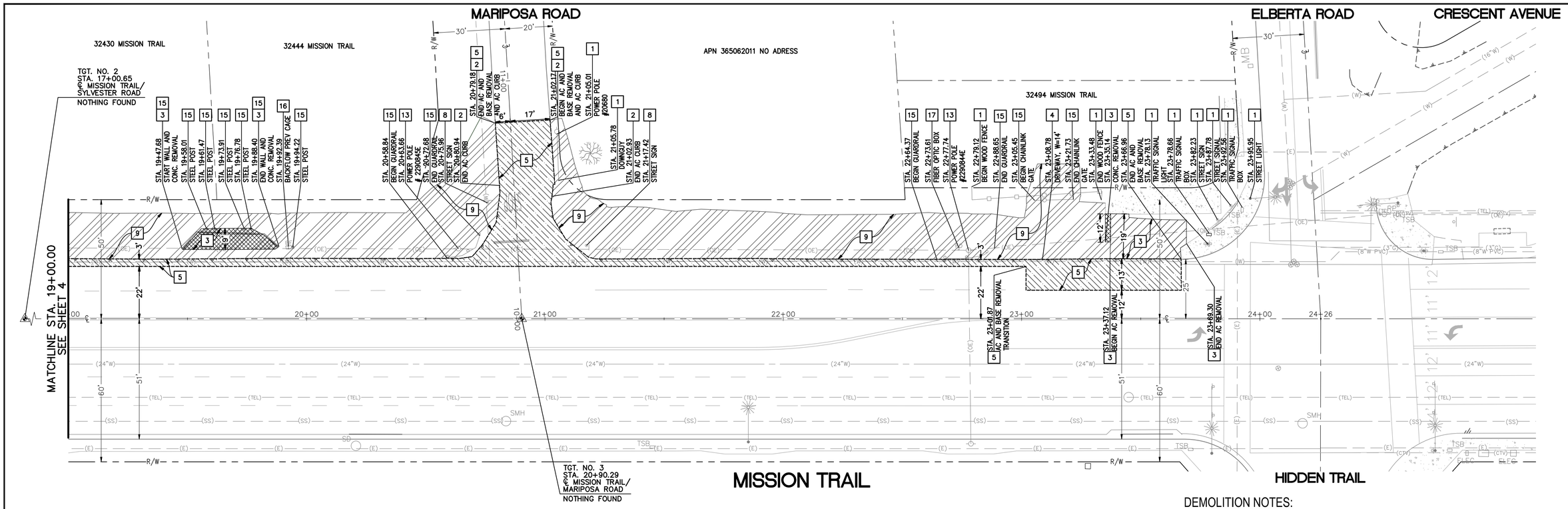
TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

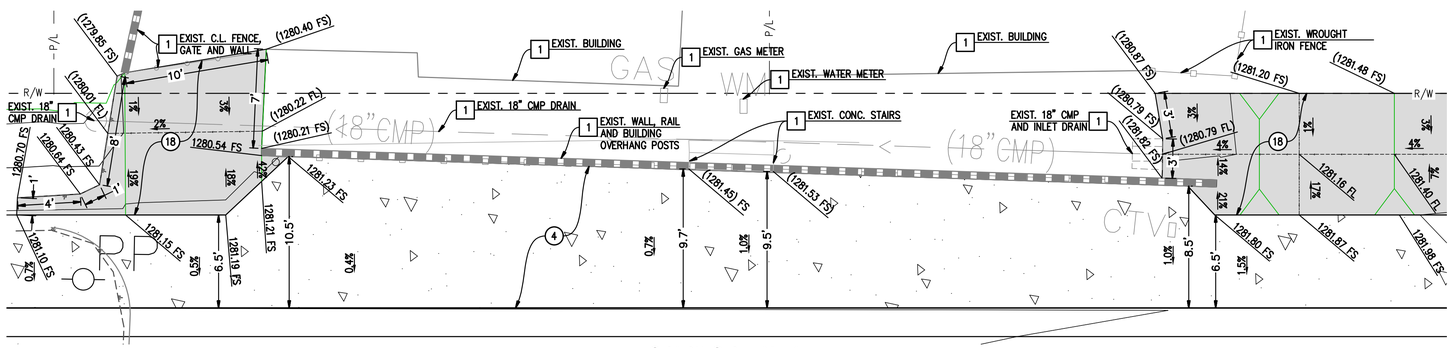
BENCHMARK:
Elevation = 1264.94
Datum = RELATIVE
BENCHMARK # Riv.Co.Surv. 1265
EL-52-80; 1 1/2" Aluminum Cap In 6" Conc. Collar
THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER
L.S. 4230, EXP. 06/30/2018
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
DEMOLITION PLAN
STA. 10+00.00 TO STA 19+00.00

SHEET No. 4 OF 9 SHTS

S:\CADD\151-04 Mission Trails\Phase III\151-04_04DM.dwg Jan 26, 2022 - 4:53pm





GRADING DETAIL 'A'

SCALE: 1" = 5'

DEMOLITION NOTES:

1. PROTECT IN PLACE.
2. SAWCUT AND REMOVE EXISTING AC CURB OR PCC CURB AND/OR GUTTER AS REQUIRED.
3. SAWCUT AND REMOVE EXISTING AC/PCC SIDEWALK OR PCC SLAB AS REQUIRED.
4. SAWCUT AND REMOVE EXISTING DRIVE APPROACH AND/OR DRIVEWAY ACCESS AS NOTED.
5. SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND SUBGRADE AS REQUIRED TO CONSTRUCT IMPROVEMENTS.
7. EXISTING WATER METER/WATER VALVE, TELEPHONE PULLBOX/TRAFFIC SIGNAL PULLBOX, IRRIGATION BOX AND CABLE TV BOX TO BE ADJUSTED TO GRADE BY CONTRACTOR.
8. REMOVE AND RELOCATE EXISTING SIGN WITH POST AS REQUIRED PER TRAFFIC SIGNING AND STRIPING SHEETS.
9. REMOVE/CLEAR EXISTING NATIVE MATERIAL AS NEEDED TO CONSTRUCT NEW IMPROVEMENTS.
13. REMOVE AND RELOCATE EXISTING POWER POLE BY SCE. CONTRACTOR TO COORDINATE WITH SCE FOR RELOCATION.
15. REMOVE AND/OR RELOCATE EXISTING CHAIN LINK FENCE, RETAINING OR BLOCK WALL, GUARD RAIL AND OR STEEL POST.
16. REMOVE AND RELOCATE EXISTING BACKFLOW PREVENTER AND PROTECTIVE CAGE. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.
17. REMOVE RELOCATE EXISTING FIBER OPTIX BOX AND CABLE TELEVISION BOX. SEE STREET IMPROVEMENT SHEETS FOR NEW LOCATION.

CONSTRUCTION NOTES:

4. CONSTRUCT 6' SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
18. CONSTRUCT 3" OF ASPHALT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE, INSTALL 2"x4" REDWOOD HEADERS FOR EDGE SUPPORT WERE NEEDED.

HATCH LEGEND:

- ASPHALT CONCRETE AND SUBGRADE REMOVAL
- CLEAR / GRUB AND GRADE EXISTING NATIVE MATERIAL
- PCC REMOVAL
- ASPHALT CONCRETE REMOVAL

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FEET

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/20 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

BENCHMARK:
Elevation = 1264.94
Datum = RELATIVE
BENCHMARK # Riv.Co.Surv. 1265
EL-52-80; 1 1/2" Aluminum Cap In 6" Conc. Collar
THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER
L.S. 4230, EXP. 06/30/2018
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
DEMOLITION PLAN AND GRADING DETAIL
STA. 19+00.00 TO STA 24+25±

SHEET No. 5 OF 9 SHTS

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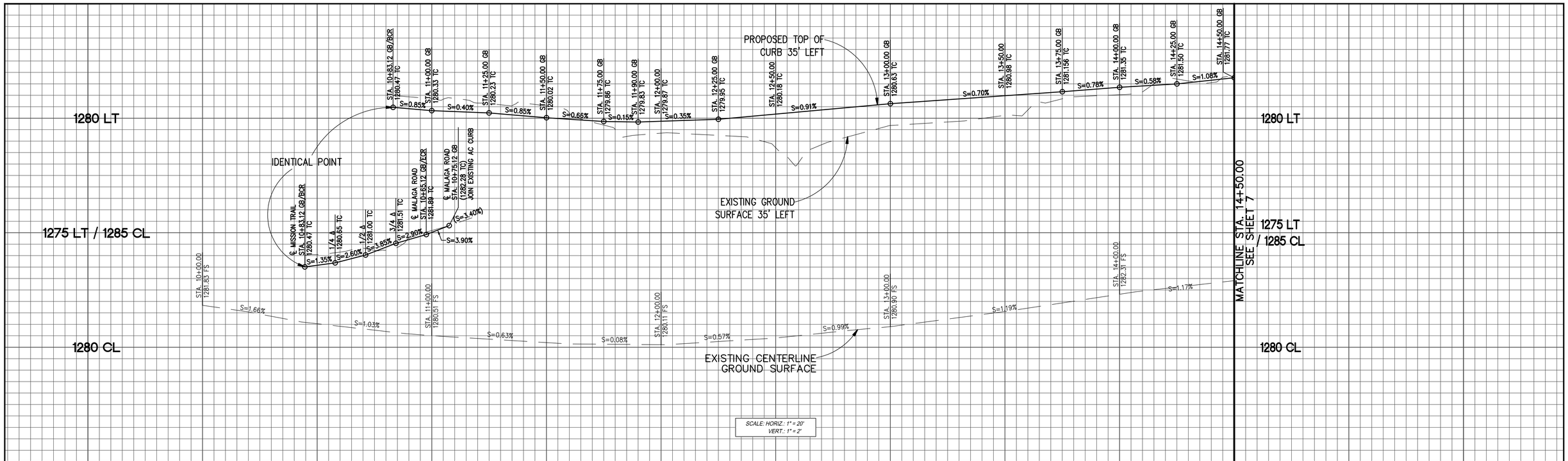

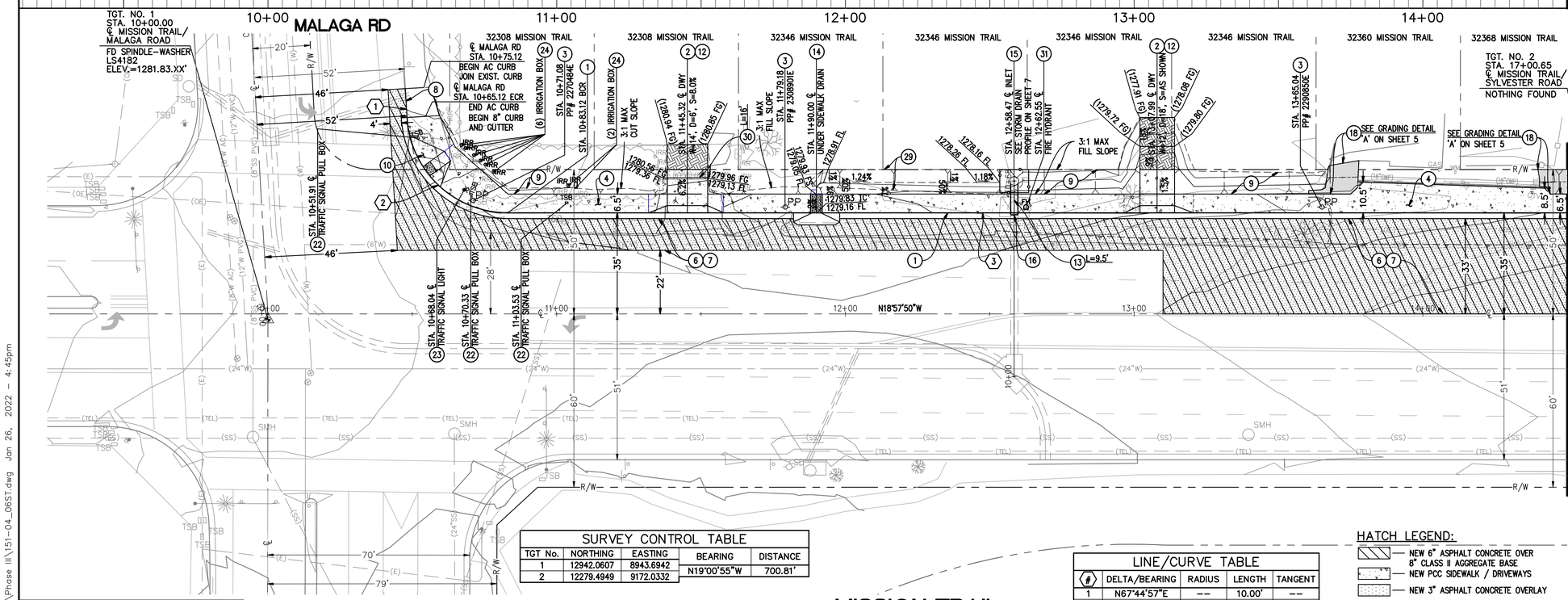

CONSTRUCTION NOTES:

1. CONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
2. CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3
3. RELOCATE EXISTING POWER POLE (BY OTHER) CONTRACTOR TO COORDINATE WITH SCE FOR POWER POLE LOCATION.
4. CONSTRUCT 6' SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
6. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
7. CONSTRUCT 4.5" ASPHALT CONCRETE PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
8. CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIVERSIDE COUNTY STANDARD PLAN NO. 212.
9. GRADE AND COMPACT NATIVE MATERIAL TO 85% COMPACTION, SLOPE AS SHOWN.
10. CONSTRUCT CURB RAMP CASE A PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 AND PER DETAILS "B", "C" AND "E" ON SHEET 3.
12. CONSTRUCT 12" OF 95% COMPACTED NATIVE DRIVEWAY ACCESS.
13. CONSTRUCT 30" RCP 1250-D, LENGTH PER PLAN.
14. CONSTRUCT 36" WIDE UNDER SIDEWALK DRAIN CAST IN PLACE PER RIVERSIDE STANDARD PLAN NO. 309, (MODIFIED, SLOPE TO DRAIN COUNTER TO SIDEWALK SLOPE.)
15. CONSTRUCT INLET TYPE X PER RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWING NO. CB108. MODIFIED TO 48"ø.
16. CONSTRUCT CONCRETE COLLAR PER RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWING NO. M803.
18. CONSTRUCT 3" OF ASPHALT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE, INSTALL 2"x4" REDWOOD HEADERS FOR EDGE SUPPORT WERE NEEDED.
22. INSTALL TRAFFIC SIGNAL PULL BOX.
23. INSTALL TRAFFIC SIGNAL LIGHT.
24. INSTALL IRRIGATION BOX.
29. CONSTRUCT EARTHEN SWALE BEHIND SIDEWALK FROM UNDERSIDE WALK DRAIN TO TYPE X INLET, GRADE TO DRAIN AS SHOWN ON PLANS.
30. CONSTRUCT 6" PVC DRAIN UNDER CONCRETE DRIVEWAY ACCESS AS SHOWN ON PLANS.
31. CONSTRUCT FIRE HYDRANT ELSINORE VALLEY MUNICIPAL WATER STD. PLAN W-7.

SURVEY CONTROL TABLE

TGT No.	NORTHING	EASTING	BEARING	DISTANCE
1	12942.0607	8943.6942	N19°00'55"W	700.81'
2	12279.4949	9172.0332		

MISSION TRAIL

LINE/CURVE TABLE

#	DELTA/BEARING	RADIUS	LENGTH	TANGENT
1	N67°44'57"E	--	10.00'	--
2	86°42'47"	35.00'	52.97'	33.05'
3	N18°57'50"W	--	366.88'	--

HATCH LEGEND:

- NEW 6" ASPHALT CONCRETE OVER 8" CLASS II AGGREGATE BASE
- NEW PCC SIDEWALK / DRIVEWAYS
- NEW 3" ASPHALT CONCRETE OVERLAY
- NEW 3" ASPHALT CONCRETE PAVEMENT OVER 95% COMPACT NATIVE

GRAPHIC SCALE

20 0 10 20 40 80

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ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

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PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

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L.S. 4230, EXP. 06/30/2018
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CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
PLAN AND PROFILE
STA. 10+00.00 TO STA 14+50.00

SHEET No. 6 OF 9 SHTS

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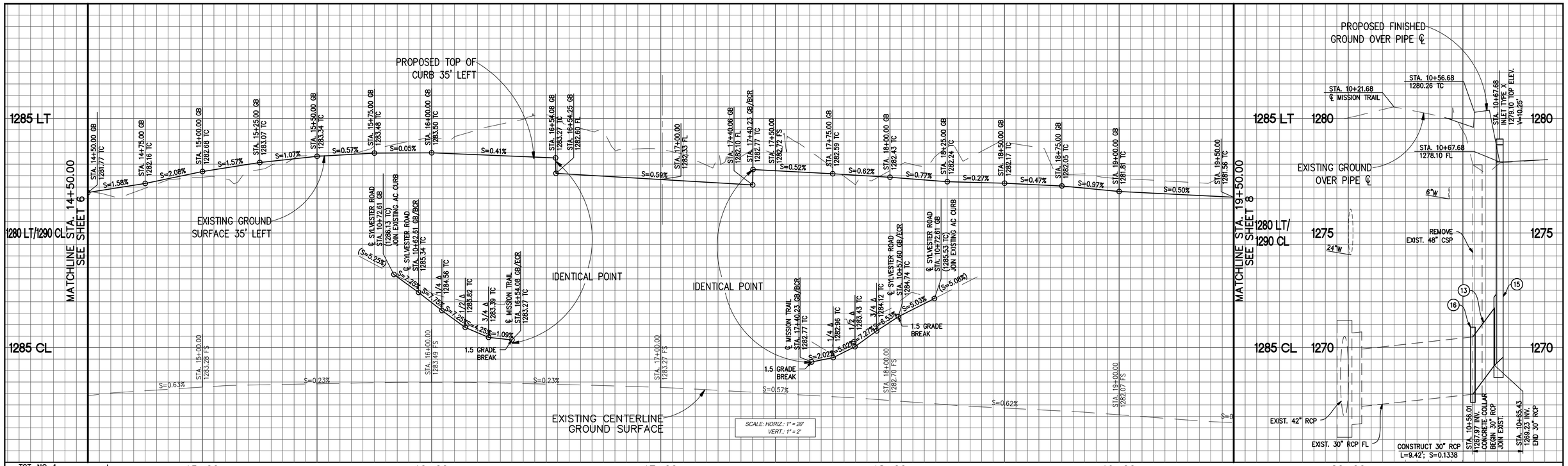

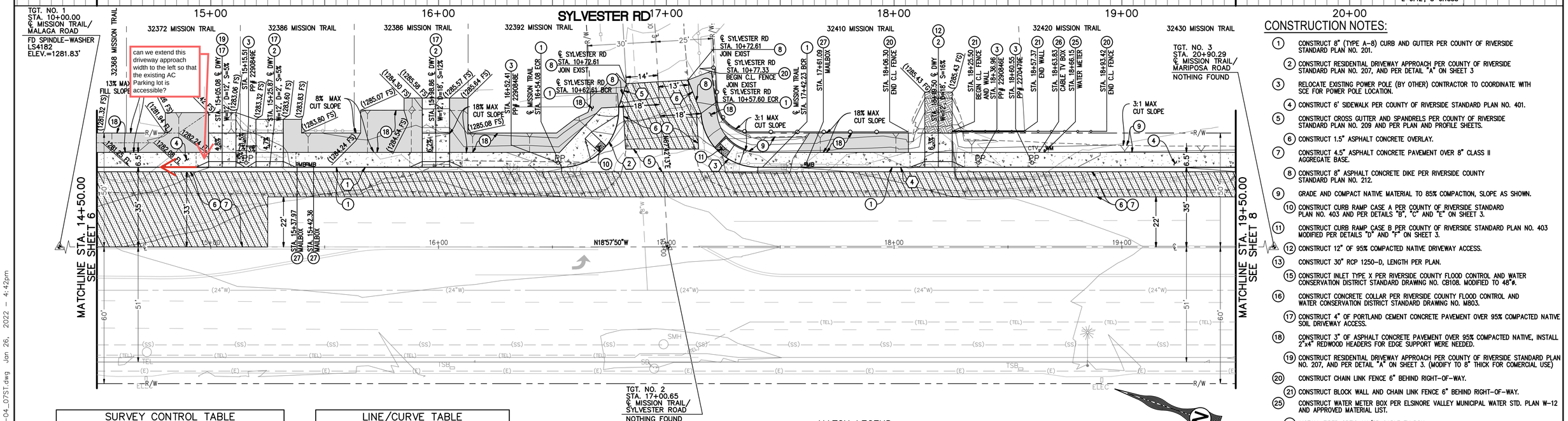

CONSTRUCTION NOTES:

1. CONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
2. CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3
3. RELOCATE EXISTING POWER POLE (BY OTHER) CONTRACTOR TO COORDINATE WITH SCE FOR POWER POLE LOCATION.
4. CONSTRUCT 6' SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
5. CONSTRUCT CROSS GUTTER AND SPANDRELS PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 209 AND PER PLAN AND PROFILE SHEETS.
6. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
7. CONSTRUCT 4.5" ASPHALT CONCRETE PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
8. CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIVERSIDE COUNTY STANDARD PLAN NO. 212.
9. GRADE AND COMPACT NATIVE MATERIAL TO 85% COMPACTION, SLOPE AS SHOWN.
10. CONSTRUCT CURB RAMP CASE A PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 AND PER DETAILS "B", "C" AND "E" ON SHEET 3.
11. CONSTRUCT CURB RAMP CASE B PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 MODIFIED PER DETAILS "D" AND "F" ON SHEET 3.
12. CONSTRUCT 12" OF 95% COMPACTED NATIVE DRIVEWAY ACCESS.
13. CONSTRUCT 30" RCP 1250-D, LENGTH PER PLAN.
15. CONSTRUCT INLET TYPE X PER RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWING NO. CB108. MODIFIED TO 48"ø.
16. CONSTRUCT CONCRETE COLLAR PER RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWING NO. M803.
17. CONSTRUCT 4" OF PORTLAND CEMENT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE SOIL DRIVEWAY ACCESS.
18. CONSTRUCT 3" OF ASPHALT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE, INSTALL 2"x4" REDWOOD HEADERS FOR EDGE SUPPORT WERE NEEDED.
19. CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3. (MODIFY TO 8" THICK FOR COMERCIAL USE)
20. CONSTRUCT CHAIN LINK FENCE 6" BEHIND RIGHT-OF-WAY.
21. CONSTRUCT BLOCK WALL AND CHAIN LINK FENCE 6" BEHIND RIGHT-OF-WAY.
25. CONSTRUCT WATER METER BOX PER ELSINORE VALLEY MUNICIPAL WATER STD. PLAN W-12 AND APPROVED MATERIAL LIST.
26. INSTALL FIBER OPTIC AN/OR CABLE TV BOX.
27. CONSTRUCT MAILBOX ON 4"x4" WOOD POST WITH BOTTOM OF MAILBOX 42" ABOVE TOP PF CURB. MAILBOX SHALL BE IMBEDDED 24" BELOW TOP OF FINISHED SURFACE IN A 12: DIAMETER CONCRETE FOOTING.

SURVEY CONTROL TABLE

TGT No.	NORTHING	EASTING	BEARING	DISTANCE
1	12942.0607	8943.6942	N19°00'55"W	700.81'
2	12279.4949	9172.0332	N18°57'50"W	389.64'
3	11911.0031	9298.6554		

LINE/CURVE TABLE

#	DELTA/BEARING	RADIUS	LENGTH	TANGENT
1	N18°57'50"W	--	202.08'	--
2	93°19'57"	25.00'	40.72'	26.50'
3	86°40'03"	25.00'	37.82'	23.59'
4	N18°57'50"W	--	207.77'	--
5	N89°30'18"E	--	10.77'	--
6	N49°50'42"E	--	15.77'	--

HATCH LEGEND:

- NEW 6" ASPHALT CONCRETE OVER 8" CLASS II AGGREGATE BASE
- NEW PCC SIDEWALK / DRIVEWAYS
- NEW 3" ASPHALT CONCRETE OVERLAY
- NEW 3" ASPHALT CONCRETE PAVEMENT OVER 95% COMPACT NATIVE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FEET

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Date:
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BENCHMARK # Riv.Co.Surv. 1265
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THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER L.S. 4230, EXP. 06/30/2018
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CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
PLAN AND PROFILE
STA. 14+50.00 TO STA 19+50.00

SHEET No. 7 OF 9 SHTS

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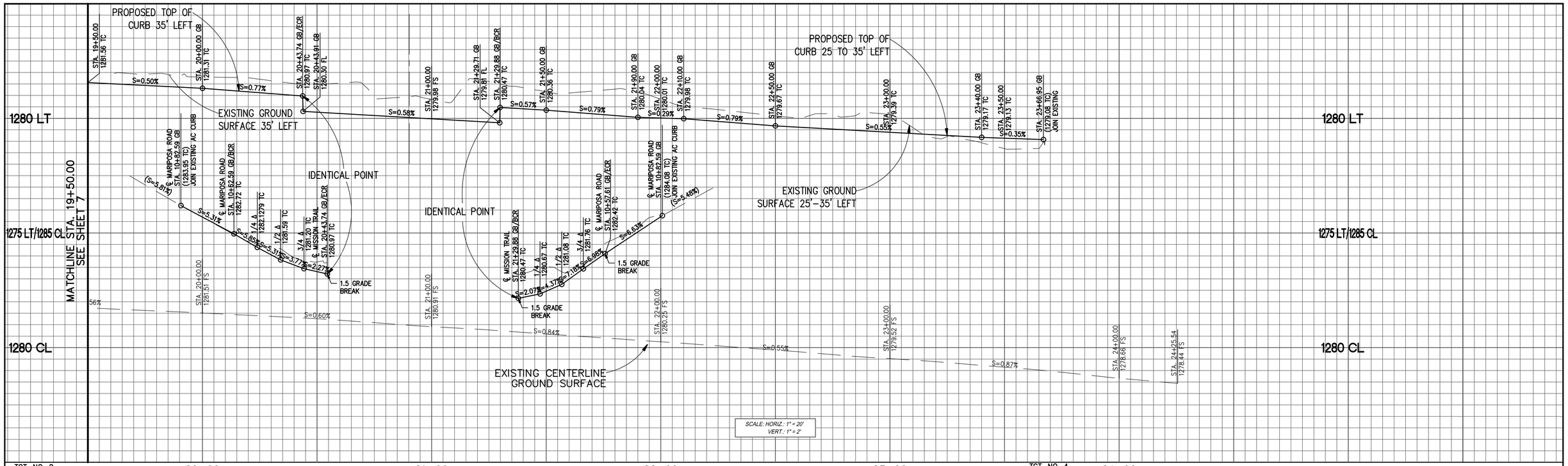

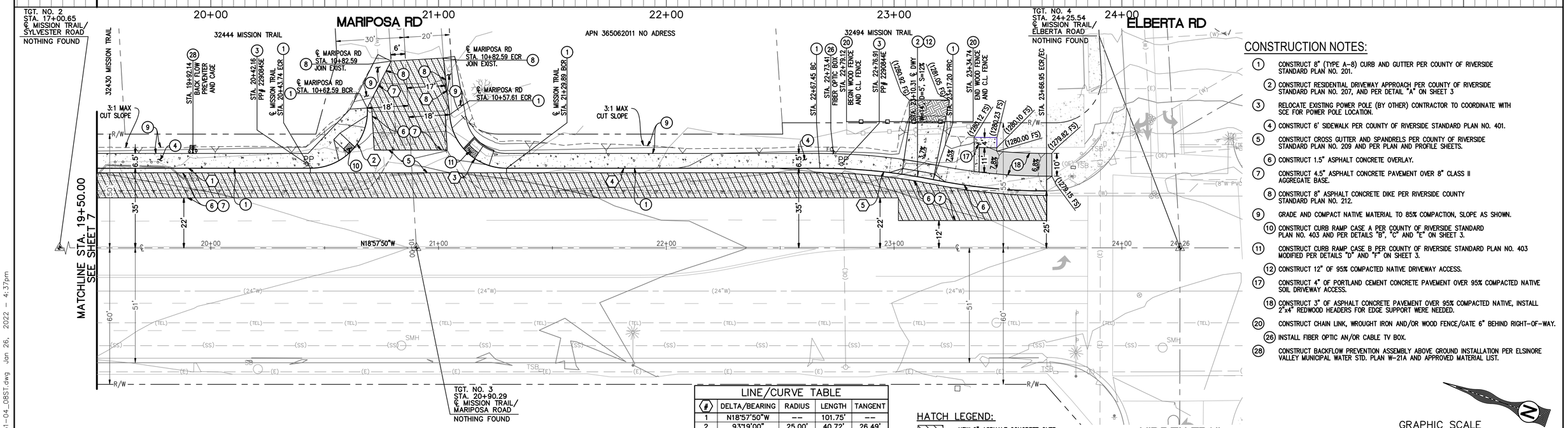

CONSTRUCTION NOTES:

1. CONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
2. CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 207, AND PER DETAIL "A" ON SHEET 3
3. RELOCATE EXISTING POWER POLE (BY OTHER) CONTRACTOR TO COORDINATE WITH SCE FOR POWER POLE LOCATION.
4. CONSTRUCT 6' SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
5. CONSTRUCT CROSS GUTTER AND SPANDRELS PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 209 AND PER PLAN AND PROFILE SHEETS.
6. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
7. CONSTRUCT 4.5" ASPHALT CONCRETE PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
8. CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIVERSIDE COUNTY STANDARD PLAN NO. 212.
9. GRADE AND COMPACT NATIVE MATERIAL TO 85% COMPACTION, SLOPE AS SHOWN.
10. CONSTRUCT CURB RAMP CASE A PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 AND PER DETAILS "B", "C" AND "E" ON SHEET 3.
11. CONSTRUCT CURB RAMP CASE B PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 403 MODIFIED PER DETAILS "D" AND "F" ON SHEET 3.
12. CONSTRUCT 12" OF 95% COMPACTED NATIVE DRIVEWAY ACCESS.
17. CONSTRUCT 4" OF PORTLAND CEMENT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE SOIL DRIVEWAY ACCESS.
18. CONSTRUCT 3" OF ASPHALT CONCRETE PAVEMENT OVER 95% COMPACTED NATIVE, INSTALL 2"x4" REDWOOD HEADERS FOR EDGE SUPPORT WERE NEEDED.
20. CONSTRUCT CHAIN LINK, WROUGHT IRON AND/OR WOOD FENCE/GATE 6" BEHIND RIGHT-OF-WAY.
26. INSTALL FIBER OPTIC AN/OR CABLE TV BOX.
28. CONSTRUCT BACKFLOW PREVENTION ASSEMBLY ABOVE GROUND INSTALLATION PER ELSINORE VALLEY MUNICIPAL WATER STD. PLAN W-21A AND APPROVED MATERIAL LIST.

SURVEY CONTROL TABLE

TGT No.	NORTHING	EASTING	BEARING	DISTANCE
2	12279.4949	9172.0332		
3	11911.0031	9298.6554	N18°57'50"W	389.64'
4	11593.9521	9407.6013	N18°57'50"W	335.25'

LINE/CURVE TABLE

#	DELTA/BEARING	RADIUS	LENGTH	TANGENT
1	N18°57'50"W	--	101.75'	--
2	93°19'00"	25.00'	40.72'	26.49'
3	86°41'00"	25.00'	37.82'	23.59'
4	N18°57'50"W	--	137.56'	--
5	11°28'42"	250'	50.08'	25.13'
6	11°28'42"	250'	50.08'	25.13'
7	N82°02'43"W	--	23.15'	--
8	N64°42'54"E	--	25.02'	--

HATCH LEGEND:

- NEW 6" ASPHALT CONCRETE OVER 8" CLASS II AGGREGATE BASE
- NEW PCC SIDEWALK / DRIVEWAYS
- NEW 3" ASPHALT CONCRETE OVERLAY
- NEW 3" ASPHALT CONCRETE PAVEMENT OVER 95% COMPACT NATIVE

GRAPHIC SCALE

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(IN FEET)
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A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/20 CIVIL STATE OF CALIFORNIA

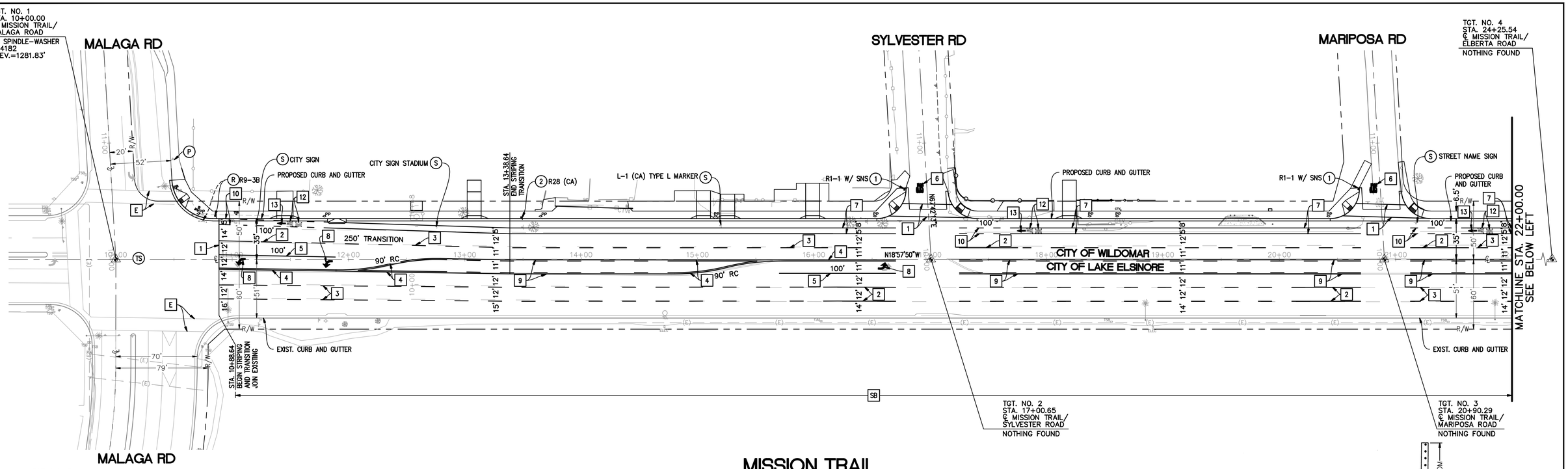
TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2020

BENCHMARK:
Elevation = 1264.94
Datum = RELATIVE
BENCHMARK # Riv.Co.Surv. 1265
EL-52-80, 1 1/2" Aluminum Cap In 6" Conc. Collar
THIS SURVEY WAS PERFORMED ON 05/16/17 BY R. MUSSER
L.S. 4230, EXP. 06/30/2018
SCALE: H: As Noted V: As Noted

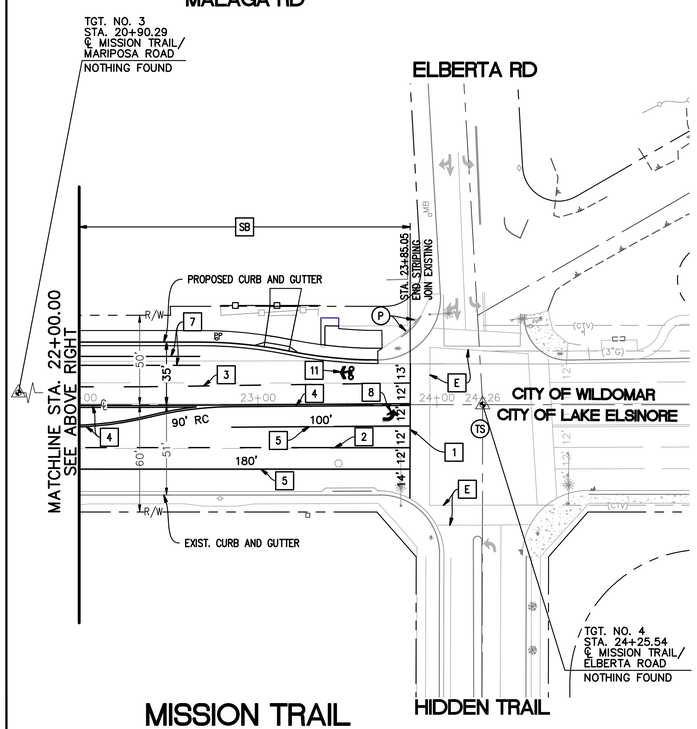
CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
PLAN AND PROFILE
STA. 19+50.00 TO STA 24+25±

SHEET No. 8 OF 9 SHTS

S:\CADD\151-04 Mission Trails\Phase II\151-04_08ST.dwg Jan 26, 2022 - 4:37pm



MISSION TRAIL



MISSION TRAIL

STRIPING NOTES:

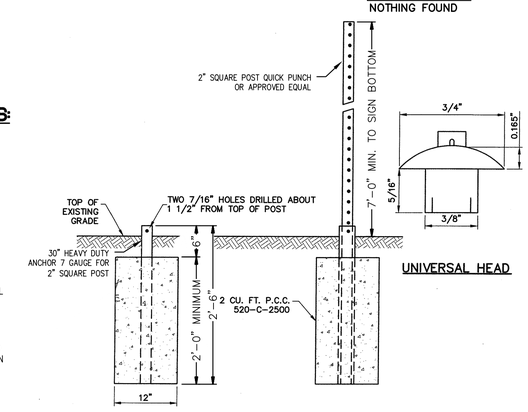
- E — EXISTING STRIPING TO REMAIN, PROTECT IN PLACE
- 1 — INSTALL WHITE REFLECTIVE PAINT 12" SOLID WHITE LIMIT LINE/BASIC CROSSWALK MARKING (10' WIDE INSIDE DIMENSION) PER CALTRANS STANDARD PLAN A24E AND A24F.
- 2 — INSTALL WHITE REFLECTIVE PAINT STRIPING, 4" SOLID WHITE LINE TYPICAL 50', PER CALTRANS STANDARD PLAN A20B.
- 3 — INSTALL WHITE REFLECTIVE PAINT STRIPING, DETAIL 9 PER CALTRANS STANDARD PLAN A20A.
- 4 — INSTALL YELLOW REFLECTIVE PAINT STRIPING, DETAIL 22 PER CALTRANS STANDARD PLAN A20A.
- 5 — INSTALL WHITE REFLECTIVE PAINT STRIPING, DETAIL 38 PER CALTRANS STANDARD PLAN A20D.
- 6 — INSTALL WHITE REFLECTIVE THERMOPLASTIC "STOP" PAVEMENT LEGENDS AS SHOWN AND PER CALTRANS STANDARD PLAN A24D.
- 7 — INSTALL WHITE REFLECTIVE PAINT STRIPING, DETAIL 39 PER CALTRANS STANDARD PLAN A20D.
- 8 — INSTALL WHITE REFLECTIVE THERMOPLASTIC TYPE IV ARROW PAVEMENT MARKING LEFT OR RIGHT AS SHOWN AND PER CALTRANS STANDARD PLAN A24A.
- 9 — INSTALL YELLOW REFLECTIVE PAINT TWO WAY LEFT TURN MEDIAN STRIPE, DETAIL 32 PER CALTRANS STD PLAN A20B.
- 10 — INSTALL WHITE REFLECTIVE PAINT STRIPING, DETAIL 39A PER CALTRANS STANDARD PLAN A20D.
- 11 — INSTALL WHITE REFLECTIVE THERMOPLASTIC "SHARED ROADWAY BICYCLE" PAVEMENT LEGENDS PER CALTRANS STANDARD PLAN A24C.
- 12 — INSTALL WHITE REFLECTIVE THERMOPLASTIC "BIKE LANE" PAVEMENT LEGENDS PER CALTRANS STANDARD PLAN A24D.
- 13 — INSTALL WHITE REFLECTIVE THERMOPLASTIC TYPE I ARROW PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24A.
- SB — SAND BLAST ALL EXISTING STRIPING WITHIN PROJECT LIMITS.

SIGNING NOTES:

- R — RELOCATE SIGN PER PLAN
- P — PROTECT SIGN AND POST IN PLACE.
- S — REMOVE EXISTING POST AND SIGN, SALVAGE SIGN TO CITY YARD.
- 1 — FURNISH AND INSTALL R1-1 "STOP" SIGN, WITH STREET NAME SIGNS ON NEW METAL POST PER DETAIL "B" HEREON.
- 2 — FURNISH AND INSTALL R28 (CA) "NO PARKING ANY TIME" SIGN, ON NEW METAL POST PER DETAIL "B" HEREON.
- TS — TRAFFIC SIGNAL

TRAFFIC SIGNING AND STRIPING GENERAL NOTES:

1. TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST VERSION OF THE CALIFORNIA MUTCD AND THE CALTRANS STANDARD PLANS 2015.
2. REFLECTORIZE ALL TRAFFIC STRIPES, PAVEMENTS LEGENDS AND PAVEMENT MARKINGS. PAVEMENT LEGENDS AND MARKINGS SHALL MATCH CITY STENCILS. ALL DETAILS REFER TO CALTRANS STANDARD PLANS A20A THROUGH A20D THROUGH A24F.
3. ALL LINEAR STRIPING SHALL BE (TWO COAT) PAINT AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC PER CITY SPECIFICATIONS.
4. ALL CONFLICTING LINES, MARKINGS AND RAISED PAVEMENTS MARKERS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER METHOD APPROVED BY THE ENGINEER.
5. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER FOR "CAT TRACKING" PRIOR TO FINAL INSTALLATION OF STRIPING AND PAVEMENT LEGENDS.
6. ALL REMOVED SIGNS AND POSTS SHALL BE SALVAGED AND DELIVERED TO THE CITY YARD.
7. ALL SIGNS SHALL BE NEW (OTHER THAN THOSE SHOWN TO BE RELOCATED). ALL NEW AND RELOCATED SIGNS SHALL BE MOUNTED ON NEW POSTS WITH NEW HARDWARE. SIGNS DESIGNATED FOR INSTALLATION ON EXISTING STREET LIGHT POLES SHALL BE MOUNTED WITH NEW HARDWARE.
8. TRAFFIC SIGN DIMENSIONS, COLORS, AND LETTERING SHALL CONFORM TO THE LATEST CALIFORNIA MUTCD SPECIFICATIONS. SIGN CODES SHOWN HEREON ARE TO CONFORM TO CALIFORNIA MUTCD SPECIFICATIONS. TRAFFIC SIGN SIZE SHALL BE STANDARD UNLESS OTHERWISE SHOWN ON THE PLANS. ALL SIGNS SHALL BE REFLECTORIZED.
9. NEW SIGN POSTS SHALL BE 12 GAUGE GALVANIZED STEEL PERFORATED 4-SIDED, EASY ERECT BREAKAWAY BASE," UNI-STRUT" OR APPROVED EQUAL PER CITY STANDARD.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIARIZED WITH THE JOB SITE AND THE LOCATION OF ALL UNDERGROUND FACILITIES.



UNIVERSAL HEAD

FOOTING DETAIL

1. PLACE ANCHOR INTO GROUND APPROXIMATELY 2'-4" DEEP.
2. INSERT SIGN POST AND RIVET IN PLACE WITH TWO 3/8" UNIVERSAL HEAD DRIVE RIVETS, ONE PLACED FACING TRAFFIC AND ONE PERPENDICULAR TO TRAFFIC.
3. FOOTING SHALL BE 12" SQUARE OR 12" ROUND.

DETAIL "B"

SCALE: N.T.S.

SIGNING LEGEND:

R1-1 STOP

R28 (CA) NO PARKING ANY TIME

R9-3B USE CROSSWALK

SURVEY CONTROL TABLE

TGT. No.	NORTHING	EASTING	BEARING	DISTANCE
1	12942.0607	8943.6942	N19°00'55"W	700.81'
2	12279.4949	9172.0332	N18°57'50"W	389.64'
3	11911.0031	9298.6554		

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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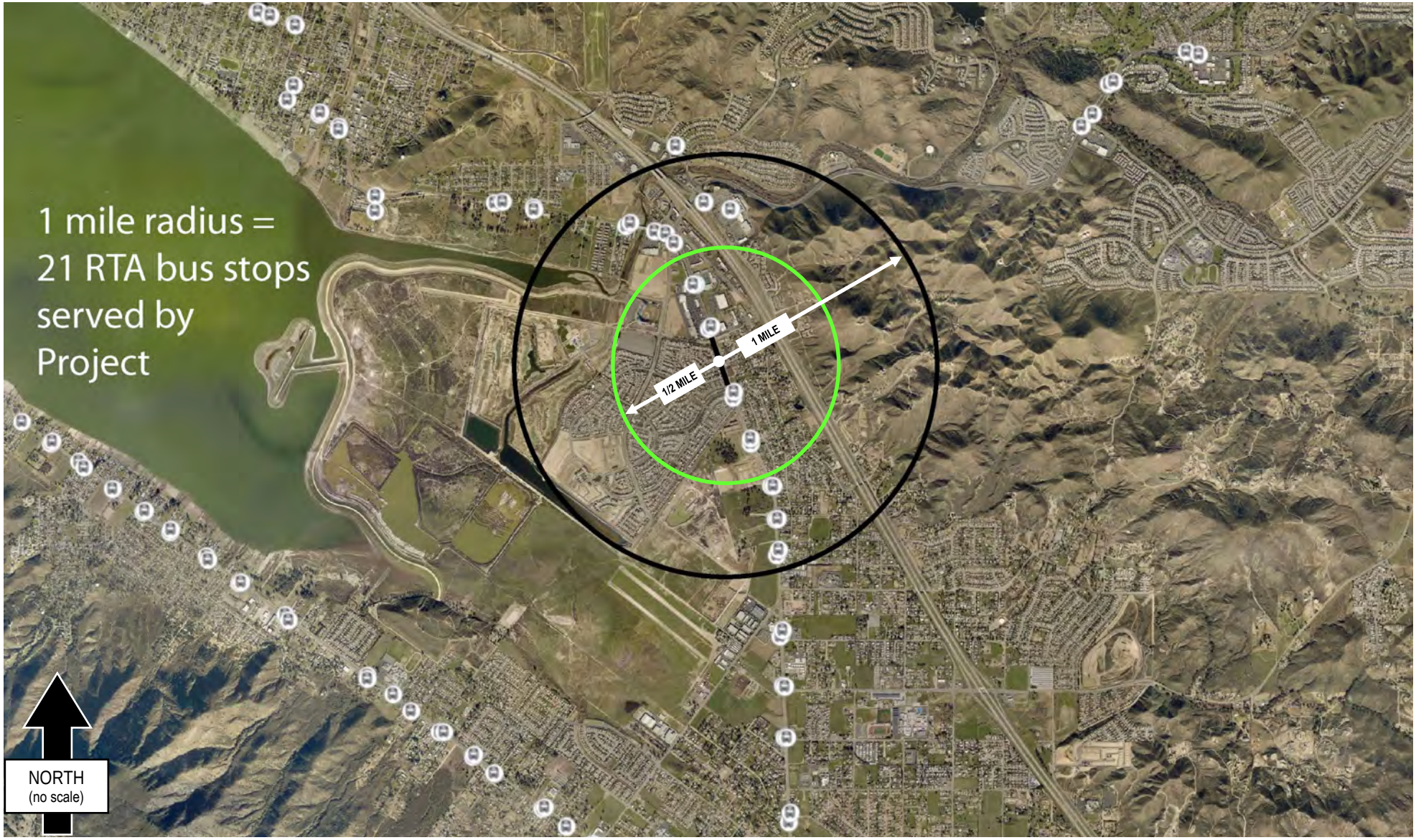
CITY OF WILDOMAR
MISSION TRAIL
STREET IMPROVEMENTS FROM MALAGA ROAD TO ELBERTA ROAD
SIGNING/STRIPING PLAN
STA. 10+00± TO STA. 24+25±

SHEET No. 9 OF 9 SHTS

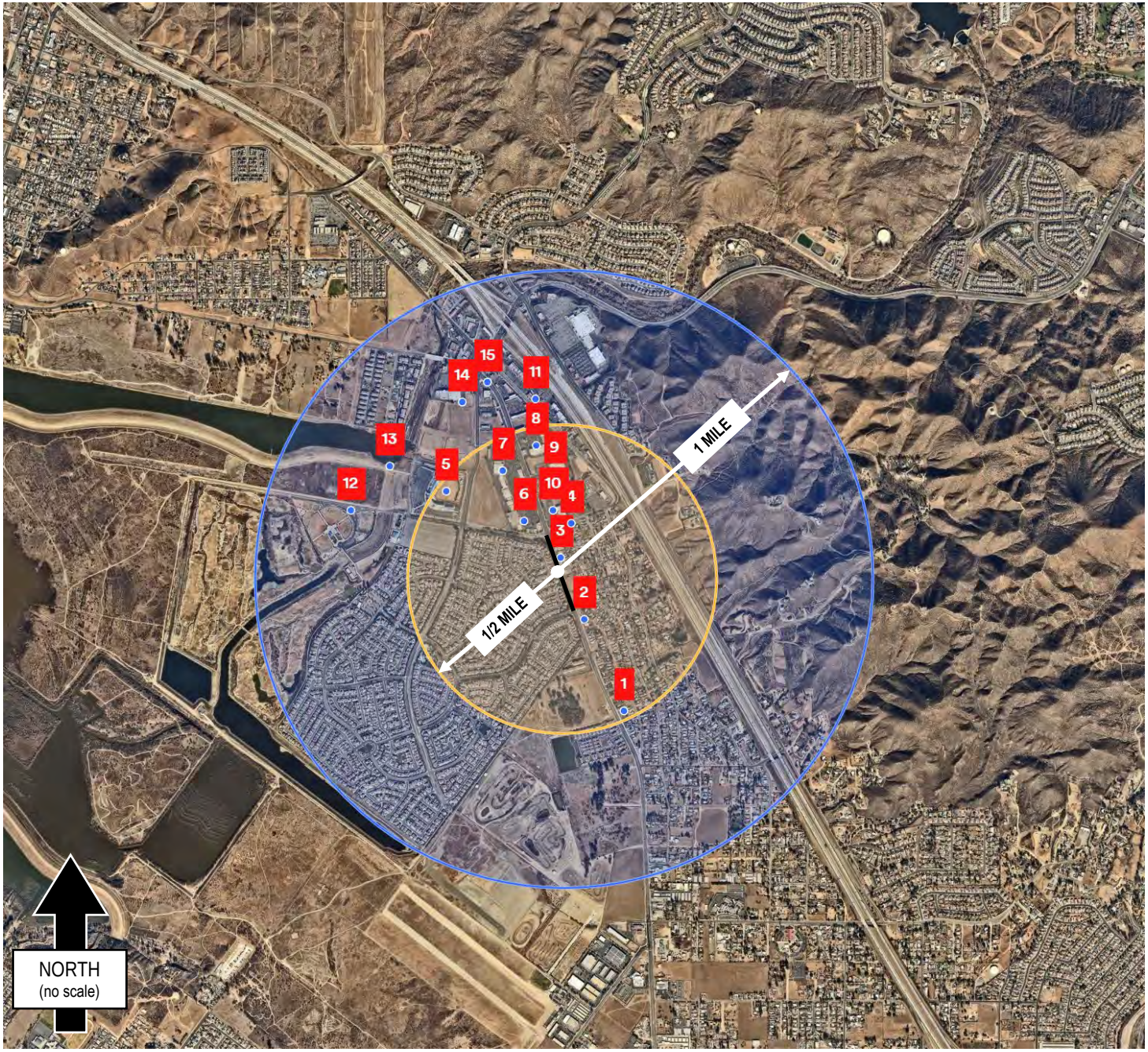
S:\CADD\151-04 Mission Trails\Phase III\151-04_09ST.dwg Jan 26, 2022 - 6:28pm



▬	PROJECT AREA
🚌	RIVERSIDE TRANSIT AGENCY (RTA) BUS STOP
TOTAL TRANSIT SERVED: 21 BUS STOPS	

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

MISSION TRAIL/SEDCO SIDEWALK AND BIKE LANES PHASE 3 PROJECT
MULTIMODAL ACCESS PROJECT MAP
2025 SB 821 CALL FOR PROJECTS



	DESTINATIONS SERVED	DISTANCE (MILES)
1	Lakeview Chapel	< .5
2	Excalibur Market (convenience store)	< .5
3	Stauffer's Lawn Equipment (store)	< .5
4	Malaga Park (City of Wildomar Park)	< .5
5	Storm Stadium	< .5
6	Stater Bros Grocery Store (within a retail plaza with multiple stores, restaurants, and businesses)	< .5
7	Big Lots	< .5
8	Cardenas Markets	< .5
9	Pins N Pockets Bowling	< .5
10	UEC Diamond 8 (Movie Theater)	< .5
11	US Post Office	< 1
12	Summerly Community Park	< 1
13	Lake Elsinore Levee Trail and Disc Golf Course	< 1
14	Lake Elsinore Pediatrics	< 1
15	Walgreens	< 1

PROJECT AREA

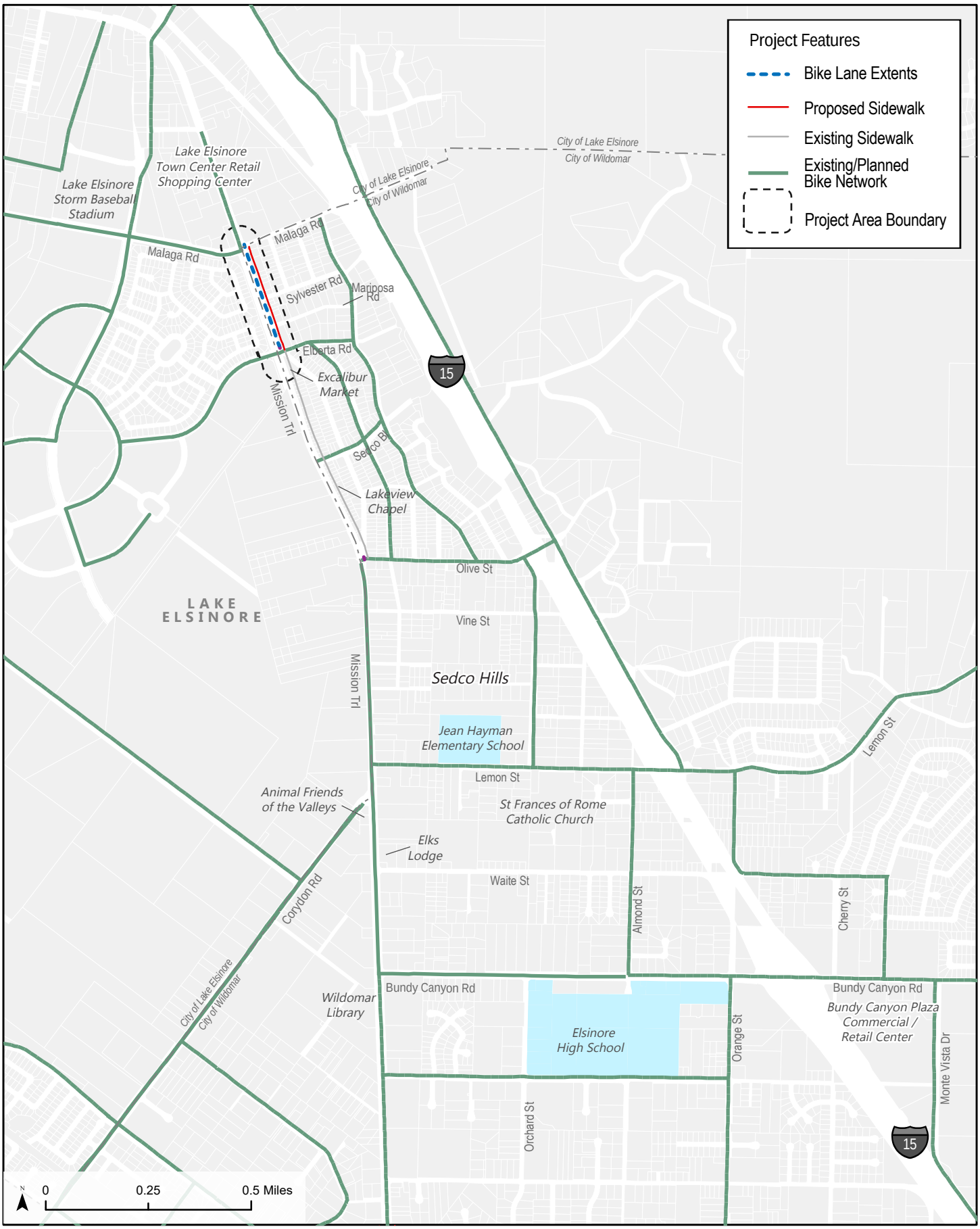
Note: There are several commercial/retail plazas within the 1/2 mile and 1 mile radius. Key destinations within those plazas have been labeled, but there are many other businesses, stores, and restaurants within these plazas that are also destinations but have not been explicitly listed hereon.

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

MISSION TRAIL/SEDCO SIDEWALK AND BIKE LANES PHASE 3 PROJECT
DESTINATIONS SERVED PROJECT MAP
2025 SB 821 CALL FOR PROJECTS

Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

Safety Barrier Map



Source: City of Wildomar (2022)

Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

Pedestrian and Bicyclist Collisions

Sources: TIMS (2015-2024)
City of Wildomar Public Works Department (2025)

ATP Maps & Summary Data

The tool is designed to support the California Active Transportation Program (ATP), as well as active transportation users and practitioners throughout California. The tool utilizes interactive crash maps to allow users to track and document pedestrian and bicycle crashes and generate data summaries within specified project and/or community limits.

Step 1: Select the County/City, Bike/Ped, Severity, and Years

County: RIVERSIDE

City: WILDOMAR

☑ **Include 1 mile buffer outside of selected County/City**

Include State Highway Related Crashes: ☑ **Yes**

Involved With: ☑ **Pedestrian** ☑ **Bicycle**

Crash Severity: ☑ **Fatal** ☑ **Severe Injury** ☑ **Other Visible Injury** ☑ **Complaint of Pain**

year: 2013 - 2024 (A - 2023 - 2024 data is provisional and subject to change.)

Crash Summary for initial parameters defined above:

Number of Crashes by Crash Severity

Involved With	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Total
Bicycle	6	4	27	23	**60**
Pedestrian	15	13	28	31	**87**

County/City Heat Map:

Step 2: Identify your project area to develop a more localized Community Heat Map.

Select the size of your proposed project limits: Less than 3 miles across

City of Lake Elsinore
Public Works Department

From 3/31/2015 to 3/31/2025

Total Collisions: 8

Injury Collisions: 5

Fatal Collisions: 1

Collision Summary Report

4/9/25

MISSION TRL from MALAGA RD to ELBERTA RD

WI160950035	4/4/2016	22:45	Monday	MISSION TRL - SYLVESTER RD			0'	Direction: Not Stated	Dark - Street Ligh	Clear	Pty at Fault:
	Broadside		Other Motor Vehicle	Driving Under Influence			23152(a)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1 Driver	South	Proceeding Straight		Female	Age: 49	2008 TOYOTA	SCION	Passenger Car, Station Wagon, Jeep			
Veh Type:		Sobriety: HBD Under Influence		Assoc Factor: Violation			Unknown				
Party 2 Driver	West	Proceeding Straight		Male	Age: 22	1986 CADILLAC	UNKNOWN	Passenger Car, Station Wagon, Jeep			
Veh Type:		Sobriety: HNBD		Assoc Factor:			Not Stated				
WI173550033	12/21/2017	17:58	Thursday	MISSION TRL - SYLVESTER RD			80'	Direction: South	Dark - No Street	Clear	Pty at Fault:2
	Other		Bicycle	Lights			24250	Hit & Run: No	Complaint of Pain	# Inj: 1	# Killed: 0
Party 1 Driver	North	Proceeding Straight		Male	Age: 70	2010 TOYOTA	TUNDRA	Pickups & Panels		No Injury	
Veh Type:		Sobriety: HNBD		Assoc Factor: Vision Obscureme			Lap/Shoulder Harness Used		Cell Phone Not In Use		
Party 2 Bicyclist	North	Proceeding Straight		Male	Age: 31	0 UNK	UNK	Bicycle		Complaint of Pain	
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent			Not Stated		Cell Phone Not In Use		
WI191860001	7/5/2019	00:44	Friday	MISSION TRL - SYLVESTER RD			0'	Direction: Not Stated	Dark - Street Ligh	Clear	Pty at Fault:1
	Vehicle - Pedestrian		Pedestrian	Pedestrian Violation			21954a	Hit & Run: Felony	Fatal	# Inj: 0	# Killed: 1
Party 1 Pedestrian	North			Female	Age: 42			Pedestrian		Fatal Injury	
Veh Type:		Sobriety: HBD Under Influence		Assoc Factor: Other			Not Required		Cell Phone Not In Use		
Party 2 Driver	North	Proceeding Straight			Age:			Unknown Hit and Run Vehicle Involvem		No Injury	
Veh Type:		Sobriety: Impairment Not Kno		Assoc Factor: None Apparent			Not Stated				
WI193570009	12/23/2019	06:24	Monday	MISSION TRL - HIDDEN TRL			0'	Direction: Not Stated	Dark - Street Ligh	Raining	Pty at Fault:1
	Broadside		Other Motor Vehicle	Traffic Signals and Signs			21453(a)	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0

Party 1 Driver NORT Proceeding Straight M Age: 2016 FORD F-250 Pickups & Panels
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated
Party 2 Driver EAST Making Left Turn F Age: 2019 HYUNDAI SANTA FE Sport Utility Vehicle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated

WI200540035 2/23/2020 21:15 Sunday MISSION TRL - SYLVESTER RD 115' Direction: SOUTH Dark - Street Ligh Clear Pty at Fault:1
Hit Object Fixed Object Improper Turning 22107 Hit & Run: Misde Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver SOUT Ran Off Road M Age: 1995 GMC S15 PICKUP Pickups & Panels
Veh Type: Sobriety: Impairment Not Kno Assoc Factor: None Apparent Not Stated
Party 2 Parked Vehicle Not St Parked Not Sta Age: 2001 CHEVROLET SILVERADO Pickups & Panels
Veh Type: Sobriety: Not Applicable Assoc Factor: None Apparent Not Stated

WI211870027 7/6/2021 15:16 Tuesday MISSION TRL - MALAGA RD 112' Direction: SOUTH Daylight Clear Pty at Fault:1
Rear-End Other Motor Vehicle Unsafe Speed 22350 Hit & Run: No Complaint of Pain # Inj: 1 # Killed: 0

Party 1 Driver NORT Proceeding Straight F Age: 29 2007 BMW 328 Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver NORT Stopped In Road M Age: 54 2004 FORD F-150 Two Axle Truck
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Shoulder Harness Used Cell Phone Not In Use

WI212040037 7/23/2021 20:39 Friday MISSION TRL - ELBERTA RD 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:0
Head-On Other Motor Vehicle Unknown Hit & Run: No Complaint of Pain # Inj: 1 # Killed: 0

Party 1 Driver NORT Stopped In Road M Age: 22 2015 HONDA CIVIC Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: Violation Unknown Not Stated
Party 2 Driver SOUT Stopped In Road F Age: 52 2012 KIA SOUL Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: Violation Unknown Not Stated

WI242520031 9/8/2024 15:55 Sunday MISSION TRL - ELBERTA RD 10' Direction: NORTH Daylight Cloudy Pty at Fault:0
Broadside Other Motor Vehicle Driving Under Influence 23152(a) Hit & Run: No Complaint of Pain # Inj: 1 # Killed: 0

Party 1 Driver SOUT Proceeding Straight M Age: 30 1998 HONDA CR-V Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HBD Under Influence Assoc Factor: None Apparent Not Stated
Party 2 Driver NORT Making Left Turn M Age: 29 2009 MITSUBISHI OUTLANDER Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated
Party 3 Driver NORT Making Left Turn F Age: 44 2014 TOYOTA HIGHLANDER Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated
Party 4 Driver NORT Proceeding Straight F Age: 27 2006 MERCEDES-BENZ 180 Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HBD Not Under Influ Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated
Party 5 Driver NORT Proceeding Straight M Age: 21 2005 FORD FUSION Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HBD Not Under Influ Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated

Segment Length: 0.27 miles (1,449')

Collisions per mile: 36.44

Settings for Query:

Segment: MISSION TRL between MALAGA RD and ELBERTA RD
Include Intersection Related at Limit 1 (MALAGA RD): True
Include Intersection Related at Limit 2 (ELBERTA RD): True
Include Intersection Related at Intermediate Intersections: True
City: Wildomar
Sorted By: Date and Time

City of Wildomar
Public Works Department

From 3/31/2015 to 3/31/2025

Total Collisions: 32

Injury Collisions: 12

Fatal Collisions: 3

Collision Summary Report

4/9/25

MISSION TRL from MALAGA RD to ELBERTA RD

L100390020 2/6/2010 19:50 Saturday MALAGA RD - MISSION TRL 0' Direction: Not Stated Pty at Fault:
Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver West Female Age: 67 Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Passenger Car Sobriety: Assoc Factor:
Party 2 Driver West Male Age: Pickups & Panels No Injury
Veh Type: Pickup Truck Sobriety: Assoc Factor:

L110790035 3/20/2011 14:28 Sunday MISSION TRL - MALAGA RD 0' Direction: Not Stated Daylight Cloudy Pty at Fault:1
Rear-End Other Motor Vehicle Unsafe Speed 22350 Hit & Run: Misde Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver North Slowing/Stopping Male Age: 44 1999 HONDA CIVIC Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Passenger Car Sobriety: HNBD Assoc Factor: Unknown
Party 2 Driver North Stopped In Road Female Age: 18 2007 HYUNDAI ACCENT Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Passenger Car Sobriety: HNBD Assoc Factor: Shoulder Harness Used

L110850106 3/26/2011 21:10 Saturday MISSION TRL - ELBERTA RD 0' Direction: Not Stated Dark - No Street Clear Pty at Fault:2
Vehicle - Pedestrian Pedestrian Pedestrian Violation 21956A Hit & Run: Felony Other Visible Injury # Inj: 1 # Killed: 0

Party 1 Driver South Proceeding Straight Age: Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Passenger Car Sobriety: Impairment Not Kno Assoc Factor: None Apparent Not Stated
Party 2 Pedestrian West Other Female Age: 34 Other Visible Injury
Veh Type: Sobriety: HNBD Assoc Factor: Violation Cell Phone Not In Use

L110930017 4/3/2011 02:30 Sunday MISSION TRL - MALAGA RD 0' Direction: Not Stated Dark - No Street Clear Pty at Fault:1
Broadside Parked Motor Vehicle Unknown Hit & Run: Misde Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver Other Age: No Injury
Veh Type: Sobriety: Not Stated Assoc Factor: None Stated Not Stated
Party 2 Parked Vehicle Not St Parked Female Age: 51 2004 JAMBO RV Non-Commercial Bus No Injury
Veh Type: Other Bus Sobriety: Not Stated Assoc Factor: None Stated Unknown Not Stated

L111910061 7/10/2011 15:40 Sunday MISSION TRL - MALAGA RD 0' Direction: Not Stated Daylight Clear Pty at Fault:1
Rear-End Other Motor Vehicle Unsafe Speed 22350 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver South Proceeding Straight Male Age: 30 2007 FORD F-150 Pickups & Panels No Injury
Veh Type: Pickup Truck Sobriety: HNBD Assoc Factor: None Stated Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver South Stopped In Road Male Age: 43 2006 FORD E-450 Paratransit No Injury
Veh Type: Other Bus Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

L131840095 7/3/2013 14:37 Wednesday MISSION TRL - HIDDEN TRL 0' Direction: Not Stated Daylight Clear Pty at Fault:2
Rear-End Other Motor Vehicle Driving Under Influence 23152(a) Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

City of Wildomar
Public Works Department

From 3/31/2015 to 3/31/2025

Total Collisions: 24

Injury Collisions: 12

Fatal Collisions: 3

Collision Summary Report

4/9/25

MISSION TRL from MALAGA RD to ELBERTA RD

Page 1 of 4

L161610089	6/9/2016	09:36	Thursday	MISSION TRL - MALAGA RD			0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Auto R/W Violation		C		Hit & Run: No	Complaint of Pain	# Inj: 2	# Killed: 0
Party 1 Driver		North	Proceeding Straight		Male	Age: 22	1996 CHEVROLET	CAMARO	Passenger Car, Station Wagon, Jeep		
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used				
Party 2 Driver		West	Proceeding Straight		Male	Age: 49	2013 FORD	ECONOLINE	Ambulance		
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used				
L161840194	7/2/2016	22:15	Saturday	MISSION TRL - HIDDEN TRL			0'	Direction: Not Stated	Dark - Street Ligh	Clear	Pty at Fault:1
	Broadside		Other Motor Vehicle	Driving Under Influence		A		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1 Driver		East	Proceeding Straight		Male	Age: 21	1999 HONDA	ACCORD	Passenger Car, Station Wagon, Jeep		
Veh Type:			Sobriety: HBD Impairment Un		Assoc Factor: Inattention		Lap/Shoulder Harness Used		Cell Phone Handsfree In Use		
Party 2 Driver		North	Making Left Turn		Male	Age: 28	2011 TOYOTA	SCION	Passenger Car, Station Wagon, Jeep		
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent		Not Stated		Cell Phone Handsfree In Use		
L162290071	8/16/2016	13:35	Tuesday	MALAGA RD - MISSION TRL			0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Hit Object		Fixed Object	Improper Turning		22107		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1 Driver		West	Making Left Turn		Female	Age: 26	2015 JEEP	LAREDO	Sport Utility Vehicle		
Veh Type:			Sobriety: HNBD		Assoc Factor: Vision Obscureme		Lap/Shoulder Harness Used		Cell Phone Not In Use		
L162800036	10/6/2016	10:10	Thursday	MISSION TRL - MALAGA RD			0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Hit Object		Fixed Object	Unsafe Starting or Backing		22106		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1 Driver		East	Stopped In Road		Male	Age: 84	1992 FORD	F150	Pickups & Panels		
Veh Type:			Sobriety: HNBD		Assoc Factor: Other		Lap/Shoulder Harness Used		Cell Phone Not In Use		
L162940148	10/20/2016	22:10	Thursday	MISSION TRL - MALAGA RD			1056'	Direction: South	Dark - Street Ligh	Clear	Pty at Fault:1
	Hit Object			Unsafe Speed		22350		Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0
Party 1 Driver		South	Proceeding Straight		Male	Age: 24	2004 DODGE	NEON	Passenger Car, Station Wagon, Jeep		
Veh Type:			Sobriety: Impairment Not Kno		Assoc Factor: None Apparent		Lap/Shoulder Harness Not Us		Cell Phone Not In Use		
L163260050	11/21/2016	16:17	Monday	MALAGA RD - MISSION TRL			0'	Direction: Not Stated	Dusk - Dawn	Clear	Pty at Fault:1
	Rear-End		Motor Vehicle on Othe	Unsafe Speed		22350		Hit & Run: Misde	Property Damage Only	# Inj: 0	# Killed: 0
Party 1 Driver			Proceeding Straight			Age:	2012 NISSAN	PATHFINDER	Sport Utility Vehicle		
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent		Not Stated		Cell Phone Not In Use		

Party 2 Driver East Stopped In Road Male Age: 52 2003 SATURN L200 Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
L170930073 4/3/2017 14:49 Monday MISSION TRL - MALAGA RD 0' Direction: Not Stated Daylight Clear Pty at Fault:1
Rear-End Other Motor Vehicle Unsafe Speed 22350 Hit & Run: No Complaint of Pain # Inj: 2 # Killed: 0

Party 1 Driver South Proceeding Straight Female Age: 65 2016 FORD FIESTA Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver South Stopped In Road Male Age: 37 2014 DODGE RAM 1500 Pickups & Panels
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
L171160123 4/26/2017 23:51 Wednesday MISSION TRL - SYLVESTER RD 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:2
Vehicle - Pedestrian Pedestrian Pedestrian Violation 21956 Hit & Run: No Fatal # Inj: 0 # Killed: 1

Party 1 Driver East Proceeding Straight Female Age: 24 2015 NISSAN VERSA Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Pedestrian West Female Age: 53 Pedestrian Fatal Injury
Veh Type: Sobriety: HBD Under Influence Assoc Factor: None Apparent Not Stated Cell Phone Not In Use
L172180012 8/6/2017 01:18 Sunday MISSION TRL - HIDDEN TRL 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Hit Object Fixed Object Unsafe Speed 22350 Hit & Run: No Other Visible Injury # Inj: 1 # Killed: 0

Party 1 Driver West Ran Off Road Male Age: 17 1999 FORD RANGER Passenger Car, Station Wagon, Jeep Other Visible Injury
Veh Type: Sobriety: HNBD Assoc Factor: Violation Lap/Shoulder Harness Used Cell Phone Not In Use
L173630052 12/29/2017 13:37 Friday MISSION TRL - MALAGA RD 0' Direction: Not Stated Daylight Clear Pty at Fault:1
Broadside Bicycle Auto R/W Violation 21453C Hit & Run: No Fatal # Inj: 0 # Killed: 1

Party 1 Bicyclist North Making Left Turn Male Age: 71 TREK FX-SERIES Bicycle Fatal Injury
Veh Type: Sobriety: HNBD Assoc Factor: Violation Not Stated Cell Phone Not In Use
Party 2 Driver South Proceeding Straight Male Age: 66 2004 TOYOTA TACOMA Pickups & Panels No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used
L180720150 3/13/2018 22:32 Tuesday HIDDEN TRL - MISSION TRL 0' Direction: Not Stated Dark - Street Ligh Cloudy Pty at Fault:1
Hit Object Fixed Object Improper Turning 22107 Hit & Run: Misde Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver West Making Left Turn Age: UNKNOWN Unknown Hit and Run Vehicle Involvem No Injury
Veh Type: Sobriety: Not Applicable Assoc Factor: None Apparent Not Stated
L181590026 6/8/2018 10:14 Friday MISSION TRL - MALAGA RD 150' Direction: East Daylight Clear Pty at Fault:1
Hit Object Fixed Object Improper Turning 22107 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver East Other Unsafe Turning Male Age: 50 2002 FORD F150 Pickups & Panels No Injury
Veh Type: Sobriety: HNBD Assoc Factor: Other Lap Belt Used Cell Phone Not In Use
L182080082 7/27/2018 13:16 Friday MISSION TRL - HIDDEN TRL 10' Direction: South Daylight Clear Pty at Fault:1
Broadside Other Object Auto R/W Violation 21453A Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver South Proceeding Straight Male Age: 29 2004 LEXUS LX470 Sport Utility Vehicle No Injury
Veh Type: Sobriety: HNBD Assoc Factor: Inattention Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver West Making Left Turn Male Age: 47 2012 GMC SIERRA Pickups & Panels No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
L183010001 10/27/2018 23:40 Saturday MISSION TRL - SYLVESTER RD 0' Direction: Not Stated Dark - No Street Clear Pty at Fault:1
Vehicle - Pedestrian Pedestrian Pedestrian Violation 21956 Hit & Run: No Fatal # Inj: 0 # Killed: 1

Party 1 Pedestrian South Male Age: 55 Pedestrian Fatal Injury
Veh Type: Sobriety: Impairment Not Kno Assoc Factor: None Apparent Not Required
Party 2 Driver East Proceeding Straight Female Age: 18 1997 TOYOTA CAMRY Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used

L183020143 10/29/2018 19:21 Monday MISSION TRL - MALAGA RD 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Broadside Other Motor Vehicle Auto R/W Violation 21453C Hit & Run: No Complaint of Pain # Inj: 3 # Killed: 0

Party 1 Driver West Proceeding Straight Male Age: 35 2005 TOYOTA SCION TC Passenger Car, Station Wagon, Jeep Complaint of Pain
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver North Making Left Turn Female Age: 19 2009 HONDA ACCORD Passenger Car, Station Wagon, Jeep Complaint of Pain
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

L183120047 11/8/2018 09:34 Thursday MISSION TRL - MALAGA RD 65' Direction: South Daylight Clear Pty at Fault:1
Sideswipe Other Motor Vehicle Auto R/W Violation 21804A Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver South Entering Traffic Female Age: 32 2002 FORD EXPEDITION Sport Utility Vehicle No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver South Proceeding Straight Female Age: 29 CHEVROLET MAILTRUCK Low Speed Vehicle No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

L203210049 11/15/2020 18:20 Sunday MISSION TRL - MALAGA RD 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Hit Object Fixed Object Improper Turning 22107 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver WEST Making Left Turn F Age: 54 2016 NISSAN VERSA Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

L211090040 4/19/2021 10:59 Monday MISSION TRL - SYLVESTER RD 250' Direction: NORTH Daylight Clear Pty at Fault:1
Broadside Other Motor Vehicle Auto R/W Violation 21804(a) Hit & Run: No Other Visible Injury # Inj: 2 # Killed: 0

Party 1 Driver WEST Making U Turn M Age: 72 2014 JEEP GRAND CHERO Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver NORT Proceeding Straight F Age: 34 2019 CHEVROLET EQUINOX Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

L211230089 5/3/2021 18:05 Monday MISSION TRL - MALAGA RD 0' Direction: Not Stated Daylight Cloudy Pty at Fault:1
Broadside Bicycle Wrong Side of Road 21650.1 Hit & Run: No Other Visible Injury # Inj: 1 # Killed: 0

Party 1 Bicyclist SOUT Proceeding Straight F Age: 17 Bicycle
Veh Type: Sobriety: HNBD Assoc Factor: Violation Unknown Not Stated
Party 2 Driver WEST Making Right Turn F Age: 52 2013 VOLKSWAGEN BEETLE Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: Violation Lap/Shoulder Harness Used Not Stated

L211810105 6/30/2021 17:16 Wednesday MISSION TRL - MALAGA RD 26' Direction: NORTH Daylight Clear Pty at Fault:1
Rear-End Other Motor Vehicle Driving Under Influence 23152(a) Hit & Run: No Complaint of Pain # Inj: 2 # Killed: 0

Party 1 Driver SOUT Proceeding Straight M Age: 65 2013 DODGE CHALLENGER Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HBD Under Influence Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated
Party 2 Driver SOUT Proceeding Straight M Age: 63 2017 FORD FOCUS Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated

L212730073 9/30/2021 17:17 Thursday MISSION TRL - MALAGA RD 351' Direction: SOUTH Daylight Clear Pty at Fault:1
Sideswipe Other Motor Vehicle Improper Turning 22107 Hit & Run: No Complaint of Pain # Inj: 1 # Killed: 0

Party 1	Driver	SOUT	Making Left Turn	M	Age: 47	2005	CHEVROLET	SILVERADO	Two Axle Truck				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Shoulder Harness Used		Cell Phone Not In Use			
Party 2	Driver	SOUT	Proceeding Straight	M	Age: 35	2000	CHEVROLET	WORKHORSE	Two Axle Truck				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Shoulder Harness Used		Cell Phone Not In Use			
L221160053	4/26/2022	13:19	Tuesday	MISSION TRL - MALAGA RD				0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1	
	Broadside		Other Motor Vehicle	Traffic Signals and Signs				21453(a)	Hit & Run: No	Complaint of Pain		# Inj: 1	# Killed: 0
Party 1	Driver	SOUT	Proceeding Straight	F	Age: 41	2020	DODGE	RAM	Passenger Car, Station Wagon, Jeep				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Lap Belt Not Used		Not Stated			
Party 2	Driver	EAST	Making Left Turn	F	Age: 36	2014	JEEP	WRANGLER	Passenger Car, Station Wagon, Jeep				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Lap/Shoulder Harness Used		Not Stated			
L221180050	4/28/2022	10:23	Thursday	MISSION TRL - MALAGA RD				57'	Direction: SOUTH	Daylight	Cloudy	Pty at Fault:1	
	Rear-End		Other Motor Vehicle	Unsafe Starting or Backing				22106	Hit & Run: No	Complaint of Pain		# Inj: 2	# Killed: 0
Party 1	Driver	SOUT	Stopped In Road	F	Age: 31	2012	HARLEY DAVIDS	MC	Motorcycle				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			None In Vehicle		Cell Phone Not In Use			
Party 2	Driver	SOUT	Slowing / Stopping	M	Age: 28	2007	HARLEY DAVIDS	MC	Motorcycle				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			None In Vehicle		Cell Phone Not In Use			
L241500110	5/29/2024	17:05	Wednesday	MISSION TRL - MALAGA RD				50'	Direction: NORTH	Daylight	Clear	Pty at Fault:1	
	Rear-End		Other Motor Vehicle	Driving Under Influence				23152(a)	Hit & Run: No	Property Damage Only		# Inj: 0	# Killed: 0
Party 1	Driver	SOUT	Proceeding Straight	M	Age: 69	2008	KIA	RONDO	Sport Utility Vehicle				
Veh Type:			Sobriety: HBD Under Influence		Assoc Factor: None Apparent			Lap/Shoulder Harness Used		Cell Phone Not In Use			
Party 2	Driver	SOUT	Stopped In Road	F	Age: 57	2008	FORD	FOCUS	Passenger Car, Station Wagon, Jeep				
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Lap/Shoulder Harness Used		Cell Phone Not In Use			
L242750002	10/1/2024	00:48	Tuesday	MISSION TRL - MALAGA RD				0'	Direction: Not Stated	Dark - Street Ligh	Clear	Pty at Fault:1	
	Hit Object		Fixed Object	Driving Under Influence				23152(a)	Hit & Run: No	Property Damage Only		# Inj: 0	# Killed: 0
Party 1	Driver	NORT	Proceeding Straight	M	Age: 29	2014	TOYOTA	RAV4	Passenger Car, Station Wagon, Jeep				
Veh Type:			Sobriety: HBD Under Influence		Assoc Factor: Violation			Unknown		Not Stated			

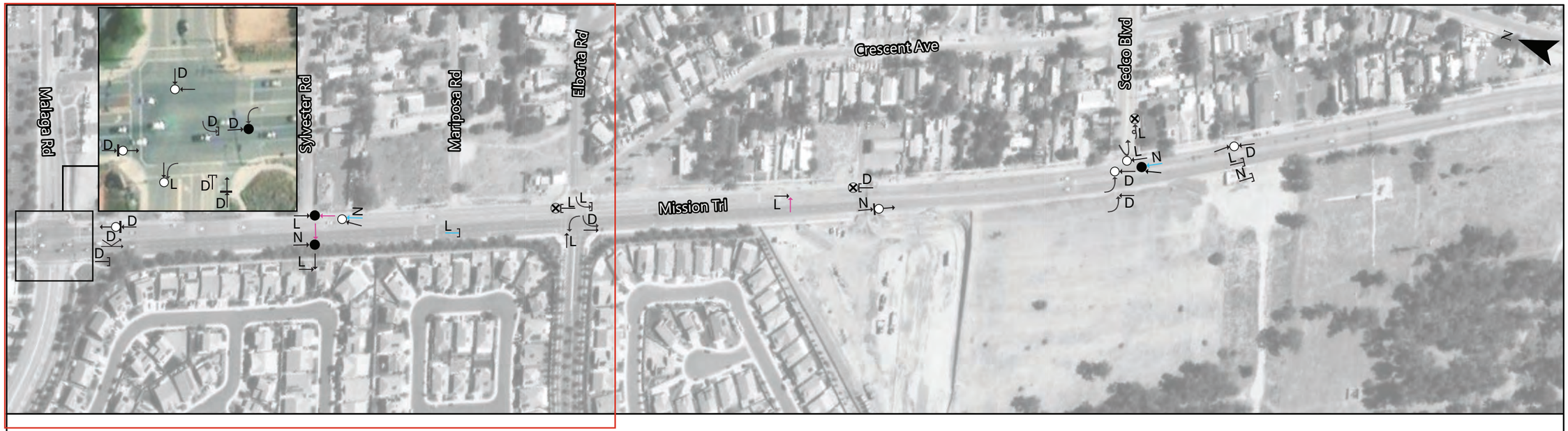
Segment Length: 0.27 miles (1,449')

Collisions per mile: 116.60

Settings for Query:

Segment: MISSION TRL between MALAGA RD and ELBERTA RD
Include Intersection Related at Limit 1 (MALAGA RD): True
Include Intersection Related at Limit 2 (ELBERTA RD): True
Include Intersection Related at Intermediate Intersections: True
City: Lake Elsinore
Sorted By: Date and Time

Mission Trail from Malaga Road to Crescent Ave



Project Limits

COLLISION TYPE
- Rear End
- Sideswipe
- Broadside
- Head On
- Hit Object
- Overturned

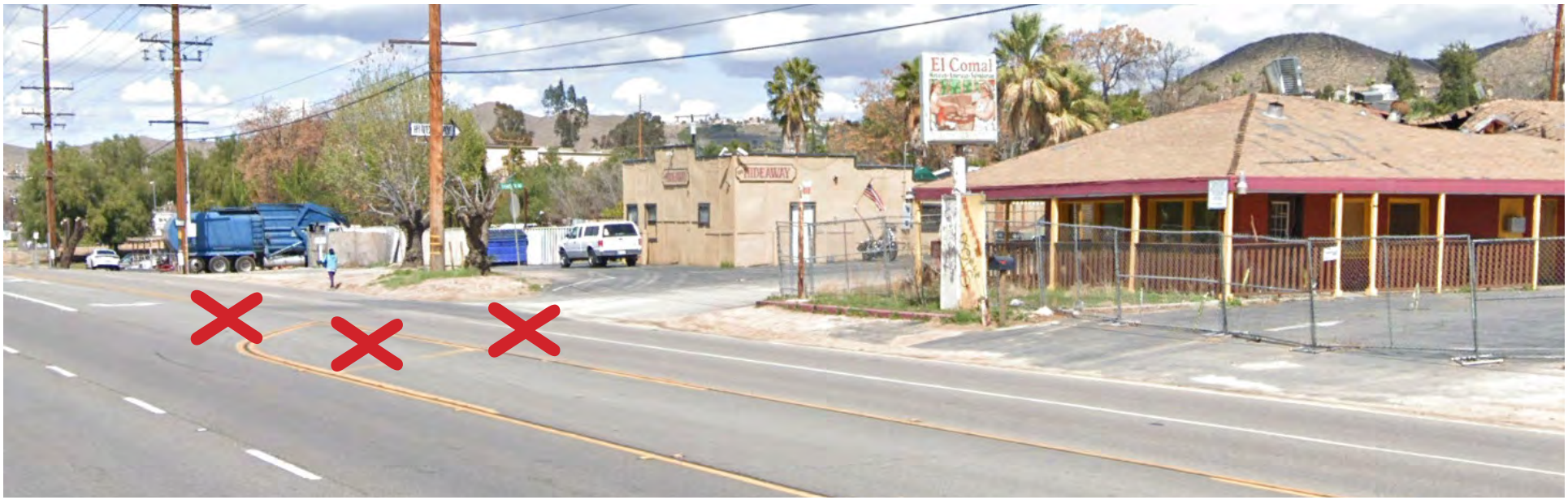
LIGHTING CONDITION
- D Daylight
- L Dark (Street Lights)
- N Dark (No Lights)

COLLISION SEVERITY
- ● Fatal
- ⊗ Severe/Visible Injury
- ○ Complaint of Pain

TRAVEL MODES INVOLVED
- Bicycle
- Pedestrian

Accident #270143562555312 is not mapped due to lack of collision type information. Accidents #21435183286666, #57242548465728, #71563357114791, and #15761965513229 are not mapped due to lack of travel direction information.

Mission Trail at Malaga Road - Looking Southeast
(Bicycle Fatality - December 29, 2017)



Mission Trail at Sylvester Road - Looking North
(3 Pedestrian Fatalities:
April 26, 2017
October 27, 2018
July 5, 2019)

CITY OF WILDOMAR

SB 821 FY 25/26

Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

COLLISION DATA - News Articles

Page 1) News Article, July 8, 2019
"Fatal Hit-And-Run Under Investigation in Wildomar"

Page 2) News Article, January 15, 2018
"Lake Elsinore Bicyclist Killed: The bicyclist was riding along Mission Trail and Malaga when he was struck by a truck"

Page 3) News Article, September 24, 2017
"Update: Bike rider killed in Lake Elsinore"
At Mission Trail near Sedco Boulevard (Wildomar)

Page 4) News Article, April 26, 2017
"Pedestrian vs. Vehicle Fatality"

Fatal Hit-And-Run Under Investigation In Wildomar

An area resident discovered the victim's body laying near a fence, deputies said.

By Susan C. Schena, Patch Staff
Jul 8, 2019 11:59 am PT

WILDOMAR, CA — A fatal hit-and-run, reported by an individual who was out walking and found the victim's body early Friday in Wildomar, is under investigation, according to authorities.

Riverside County Sheriff's deputies were called shortly after midnight, at 12:04 a.m., to the scene where a person apparently was struck and killed by a vehicle near the intersection of Mission Trail and Sylvester Road, the agency said.

A local resident, who was walking in the area, discovered the victim laying against a fence near the intersection, officials said, adding that medical personnel pronounced the victim deceased at the scene.

The victim's name was not released, pending notification of next of kin, and the investigation is being handled by the Lake Elsinore Station Traffic Team, officials said.

Anyone with information is asked to contact Deputy Petersen at the Lake Elsinore Sheriff's Station at (951) 245-3300. Or tips may be submitted to the Sheriff's CrimeTips online.

Patch

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Lake Elsinore, CA

News Feed Neighbor Posts Classifieds Calendar

Crime & Safety

Lake Elsinore Bicyclist Killed

The bicyclist was riding along Mission Trail and Malaga when he was struck by a truck.

By Hoa Quách, Patch Staff
Jan 15, 2018 7:51 am PT

Like 38 Share

Reply

LAKE ELSINORE, CA -- A Lake Elsinore bicyclist died recently after he was struck by a Toyota Tacoma while riding along Mission Trail and Malaga. Police said the incident happened around 1:35 p.m. Dec. 29.

The truck was traveling southbound when he struck the bicyclist, who was traveling westbound, at the intersection, police said. The bicyclist was transported to a local hospital for treatment of multiple traumatic injuries. The driver of the Tacoma was uninjured, police said.

The bicyclist, a 70-year-old Lake Elsinore man, died from his injuries on Jan. 3.
The Traffic Reconstruction Team of the Lake Elsinore Police Department is conducting a full investigation to determine the cause of the collision.

Alcohol and drugs are not suspected to be a contributing factor to the collision.
This investigation is continuing. Anyone with information regarding this incident is asked to contact Officer Wisniewski of the Lake Elsinore Police Department.

Tag Archive for Lake Elsinore

Update: Bike rider killed in Lake Elsinore, no details available

September 24, 2017 / bikinginla / One comment

A bike rider was killed in Lake Elsinore early Sunday morning. Unfortunately, almost no information is available.

According to the Press-Enterprise, the victim was struck by a vehicle on the 32000 block of Mission Trail in Lake Elsinore at 2:39 am, and died at the scene.

A street view shows a divided commercial roadway with two lanes in each direction, and a poorly marked painted bike lane on each side.

No information has been released about the victim or how the crash occurred.

This is the 44th bicycling fatality this year, and the fifth in Riverside County.

Update: The victim has been identified as 57-year old Edward Carrothers; no word on where he lived. The occurred on Mission Trail near Sedco Blvd, which is several blocks south of where it was placed by the original report.

My deepest sympathy and prayers for Edward Carrothers and his loved ones.

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  - Car vs Bike
  - Health
  - Injuries and Fatalities
  - Road Rage
  - Roadway Courtesy
  - Vision Zero
- Bike Cam Video
- Bike Events
- Bikes & the Law
  - Bikes Have Rights
  - Hit-and-Run

LAKE ELSINORE: Emer Stuart, 40, Died in Vehicle Collision on Mission Trail near Sylvester Road

"Pedestrian vs. Vehicle Fatality"

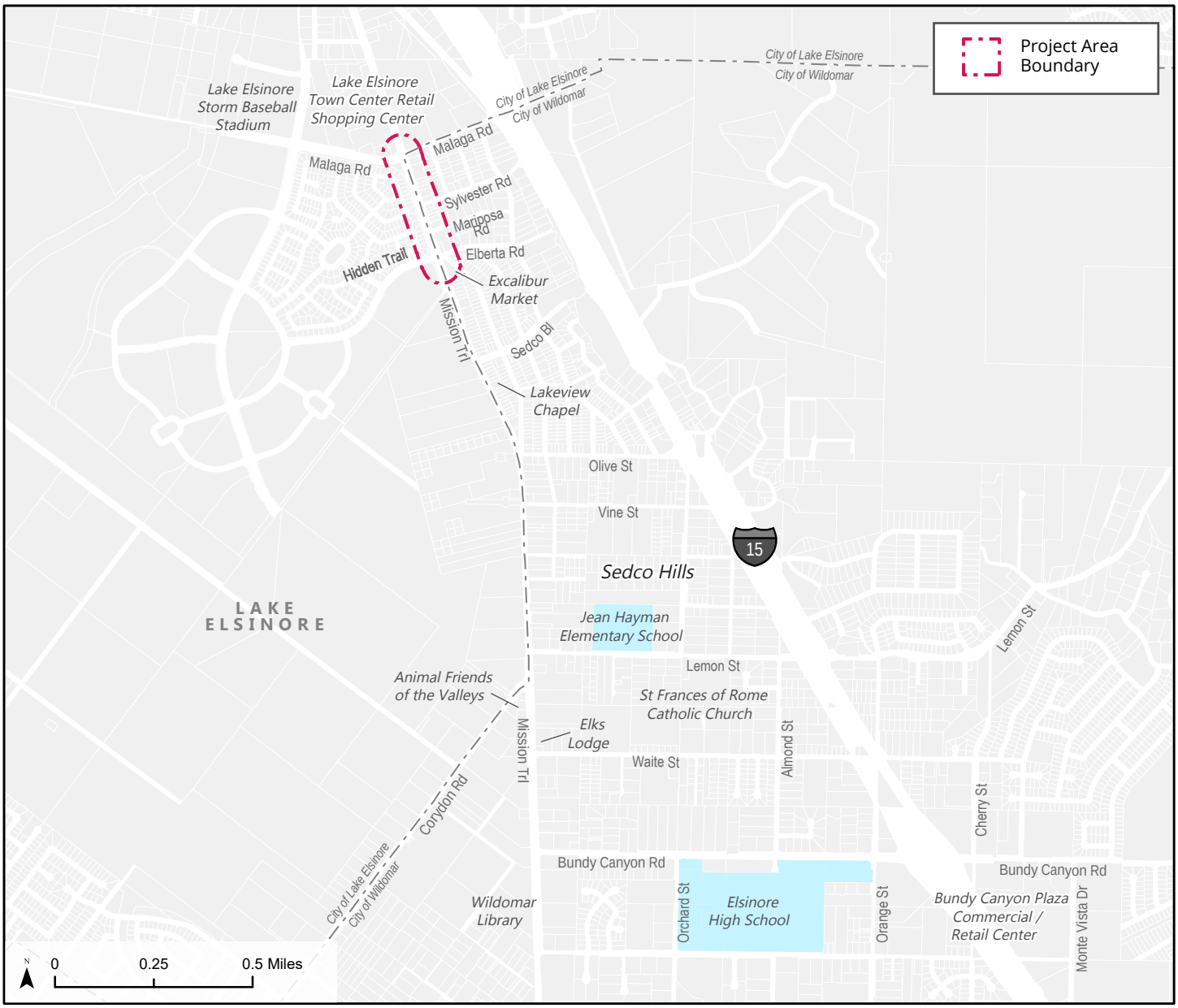
LAKE ELSINORE, CALIFORNIA (April 26, 2017) – 40-year-old Emer Stuart was killed when a vehicle collided with her on Mission Trail near Sylvester Road, according to the Riverside County Sheriff's Department. (map)

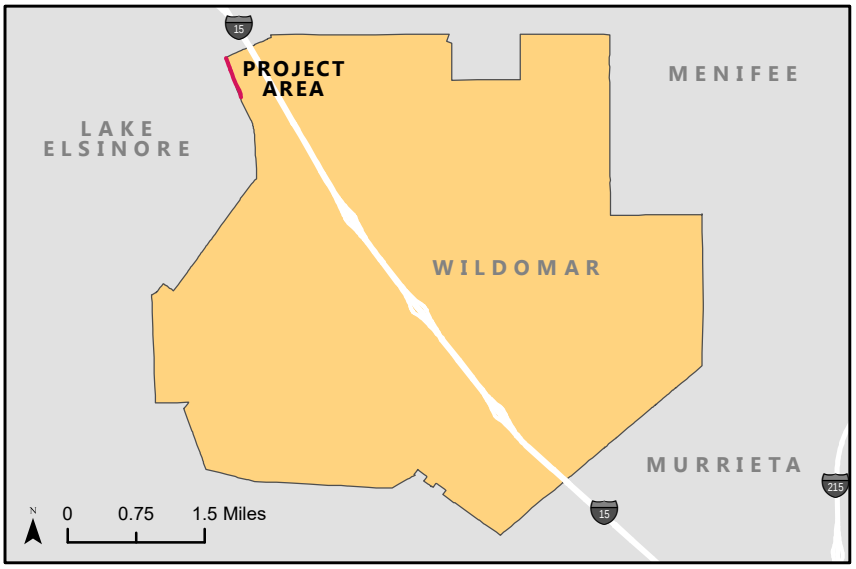
The accident occurred just before 12:00 a.m. Witnesses attempted to get Stuart out of the roadway. Stuart continued to walk along the roadway and was struck moments later by a female motorist, according to Riverside Sheriff's Sergeant Nathan Kaas.

The driver of the motor vehicle remained at the scene and cooperated with law enforcement. Further reports suggested that the driver of the motor vehicle showed no signs of being under the influence. An investigation is ongoing to determine if alcohol was a factor in the fatal collision.

Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

Project Location Map

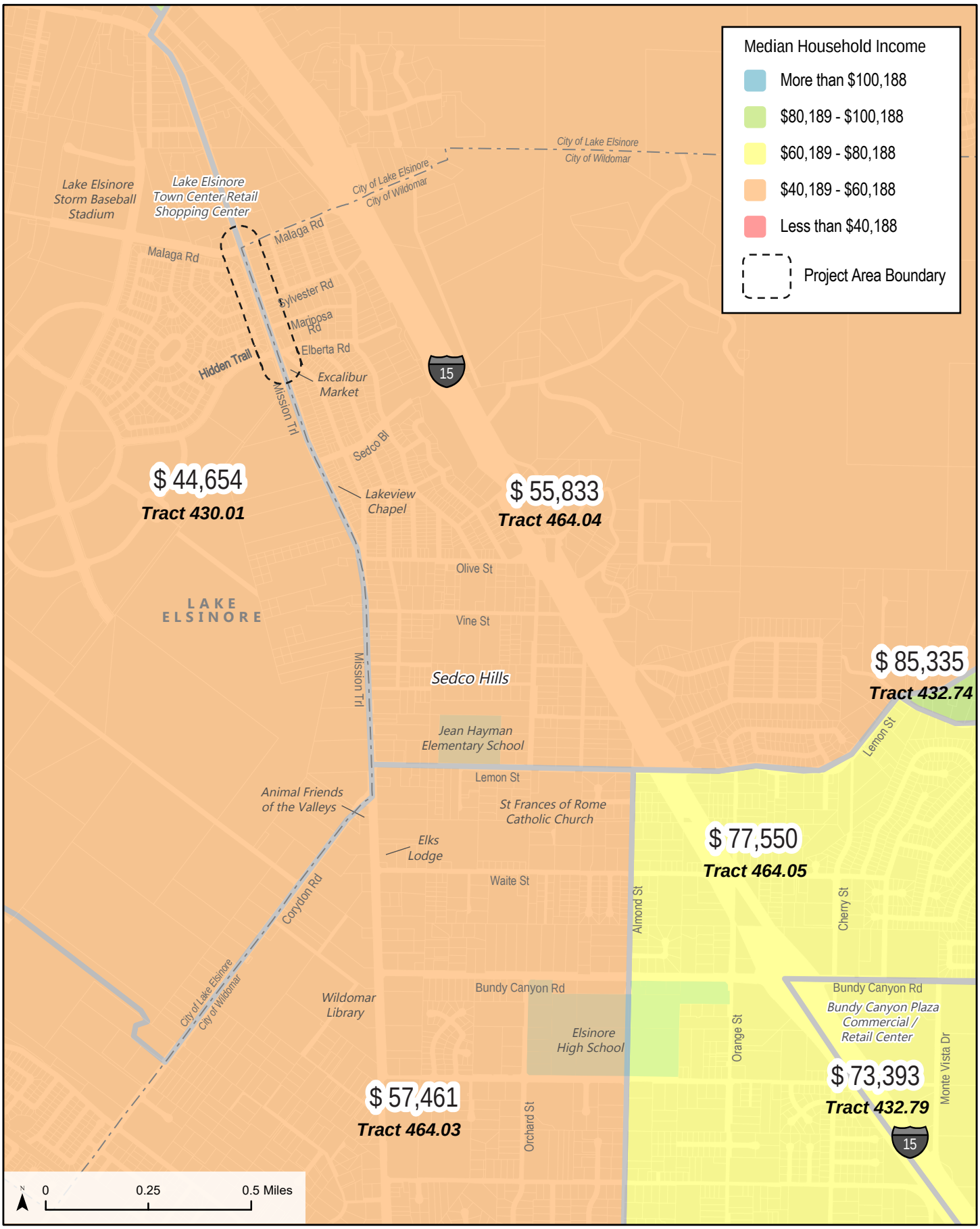




Source: Southern California Association of Governments (2022,

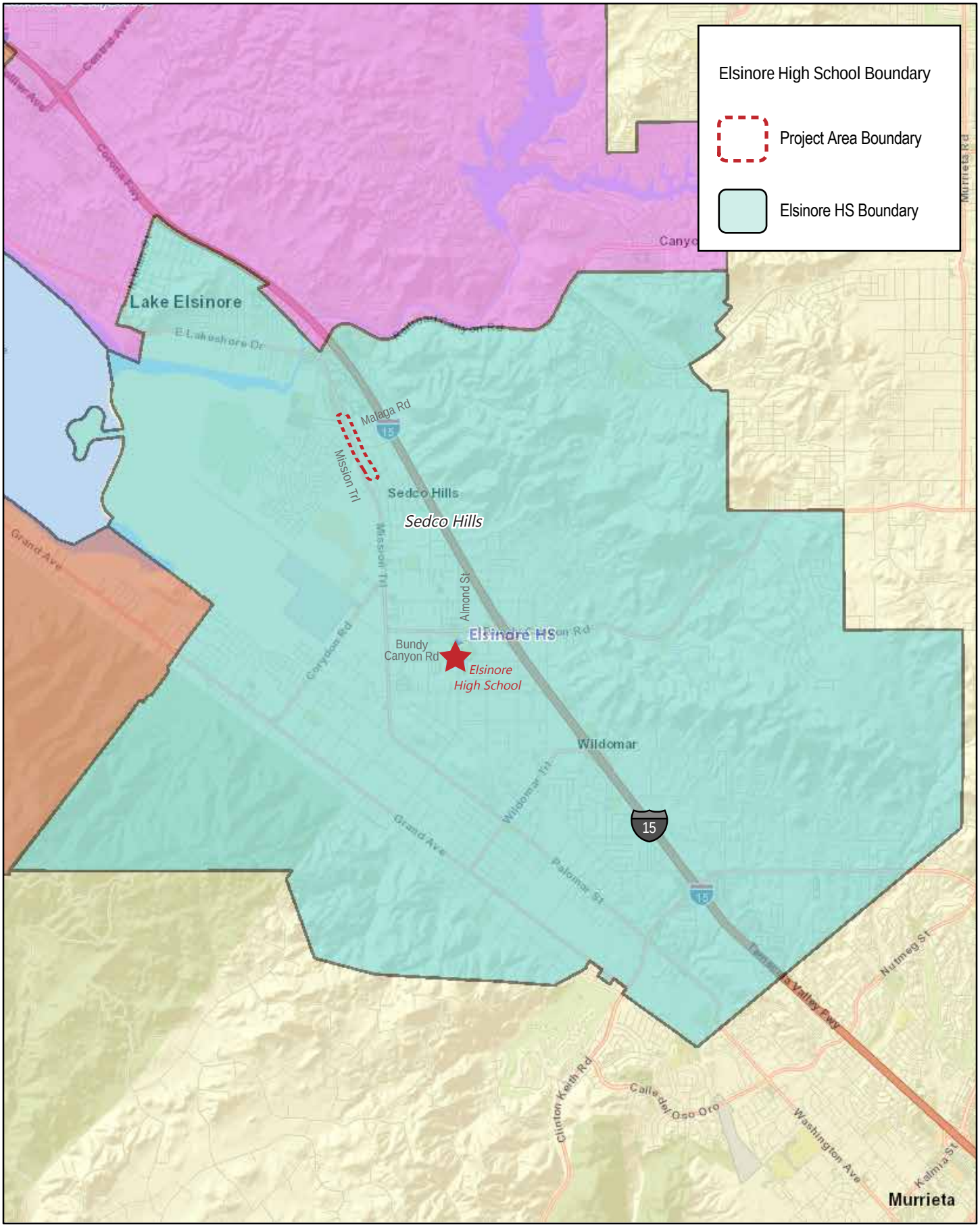
Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

Disadvantaged Communities - Median Household Income



Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

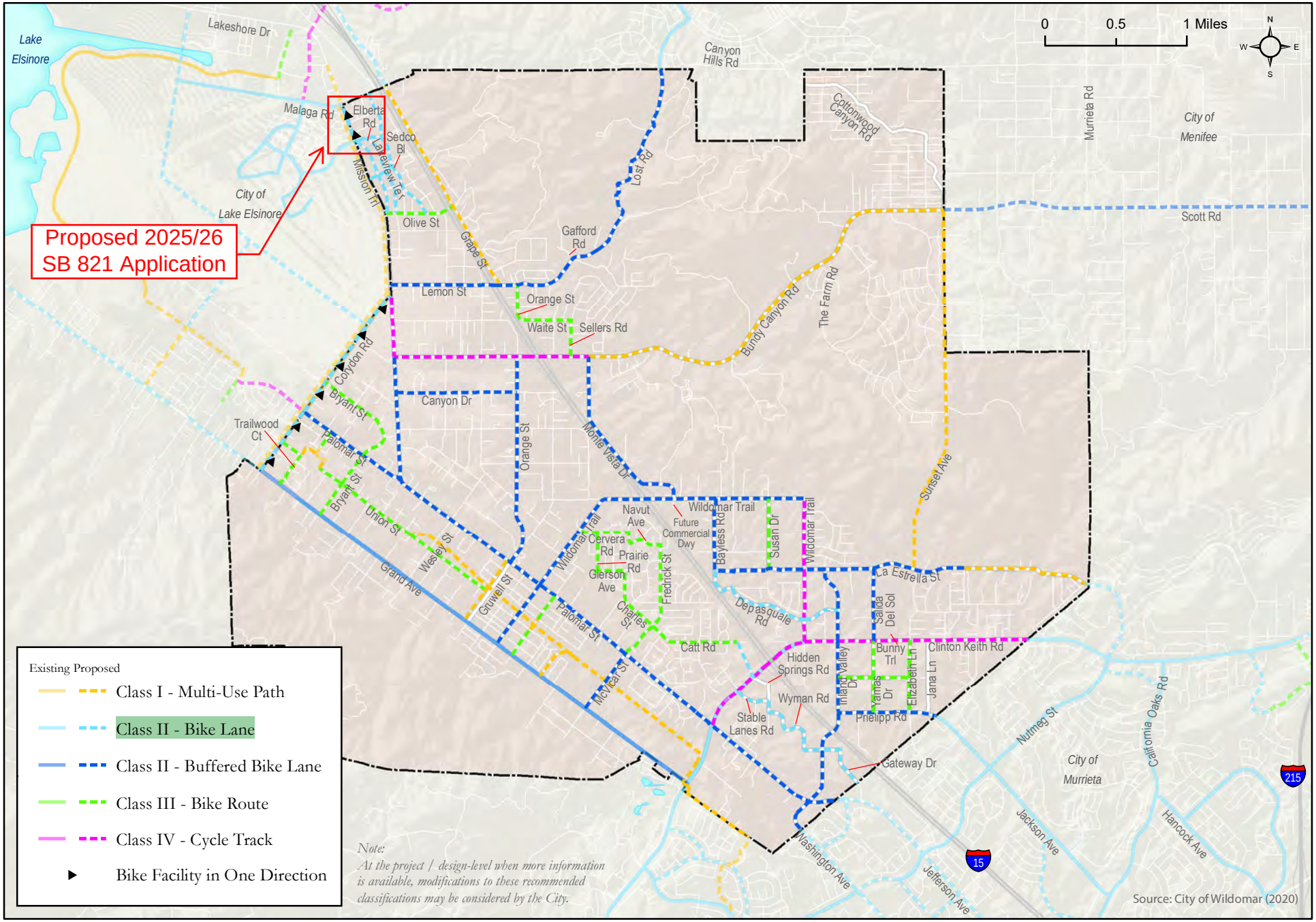
Elsinore High School Boundary (2,065 Students served by Project)

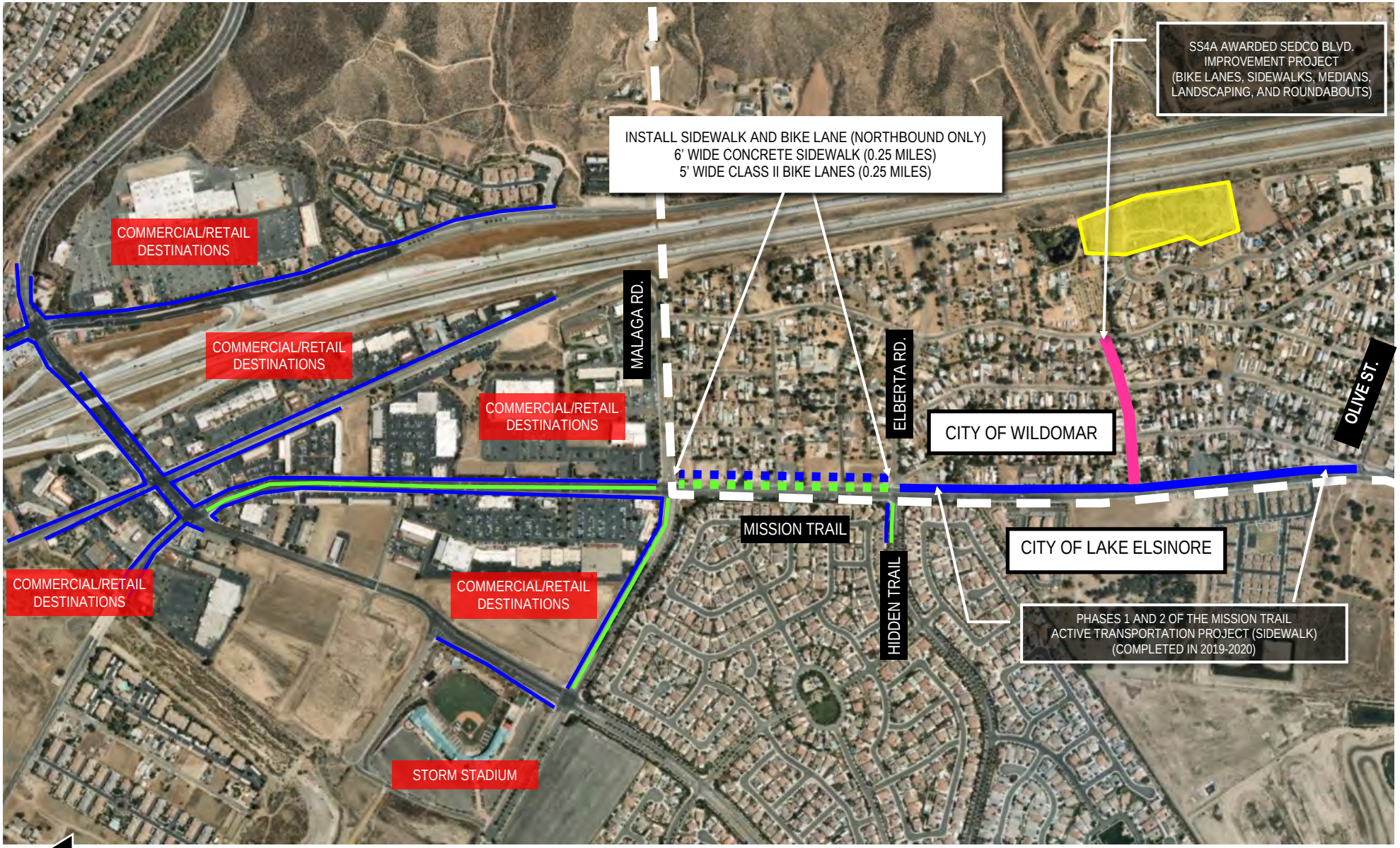


Source: Lake Elsinore Unified School District / Davis Demographics (2022)

Mission Trail/Sedco Sidewalk and Bike Lanes Phase 3 Project

Active Transportation Plan





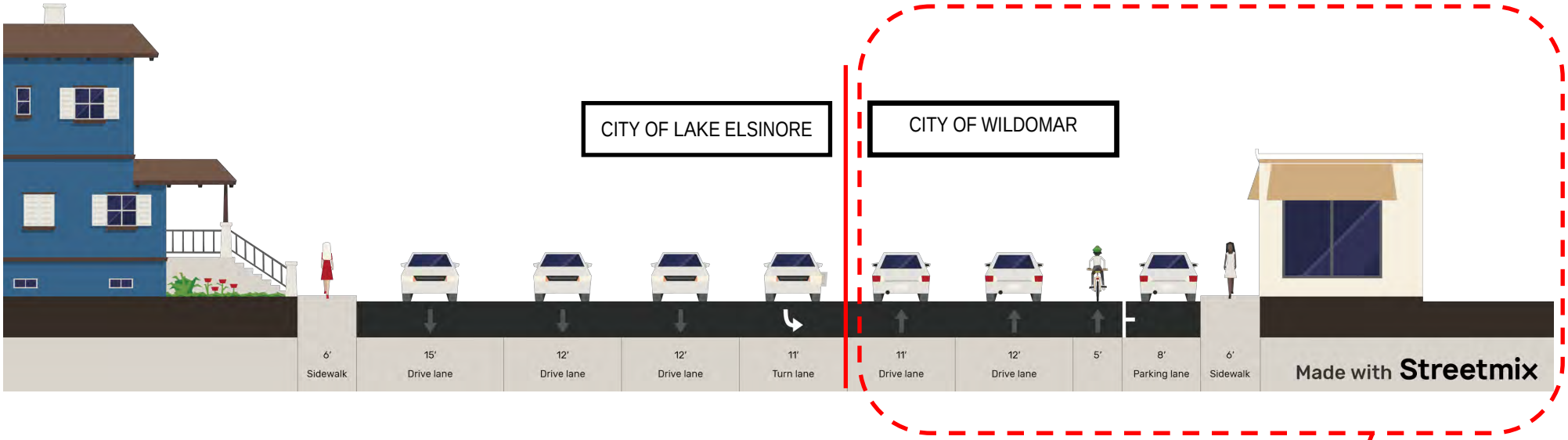
NORTH
(no scale)

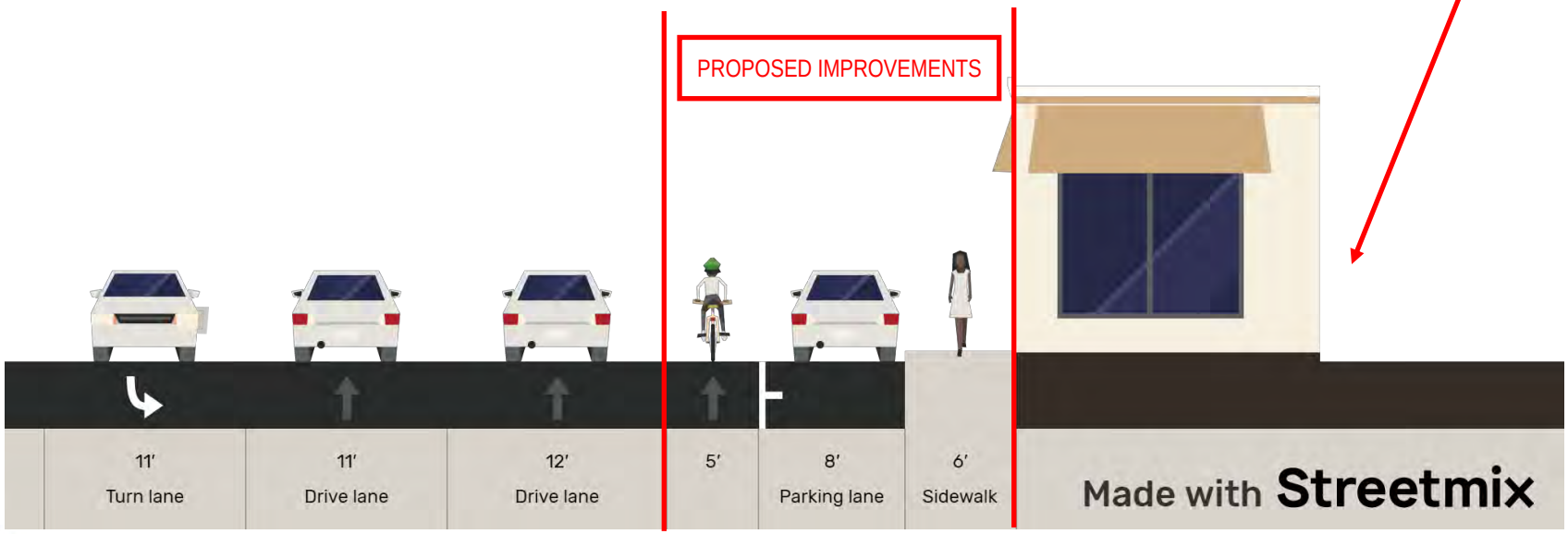
SIDEWALK (EXIST)	CLASS II BIKE LANE (EXIST)
SIDEWALK (PROPOSED)	CLASS II BIKE LANE (PROPOSED)
CITY LIMITS	PROPOSED AFFORDABLE HOUSING PROJECT

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

MISSION TRAIL/SEDCO SIDEWALK AND BIKE LANES PHASE 3 PROJECT
PROJECT BACKGROUND & PROJECT DESCRIPTION MAP — PROPOSED IMPROVEMENTS
2025 SB 821 CALL FOR PROJECTS

MISSION TRAIL
EXISTING AND PROPOSED IMPROVEMENTS





CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

MISSION TRAIL/SEDCO SIDEWALK AND BIKE LANES PHASE 3 PROJECT
PROJECT BACKGROUND & PROJECT DESCRIPTION MAP — PROPOSED CROSS SECTIONS
2025 SB 821 CALL FOR PROJECTS

EXISTING CONDITIONS

MISSION TRAIL AND MALAGA ROAD

Figure 1a

Figure 1a. Photo of the Lake Elsinore shopping area located in the northwest corner of the project location just over the Wildomar/Lake Elsinore boundary line at Malaga Road.

Figure 1b

Figure 1c

Project Outcomes

Add missing Sidewalk and Bike Lane (East side of Mission Trail)

Figure 1b and 1c. Photos of the Mission Trail/Malaga Road intersection located in the northwest corner of the project area. The Malaga Road and Mission Trail intersection serves as the starting point of the Project. On December 29, 2017 A cyclist was struck and killed at Mission Trail and Malaga R This project will construct sidewalks and Class II Bike Lanes to fill in sidewalk gaps and connect to existing Bike Lanes at this intersection.

MISSION TRAIL - MALAGA ROAD TO SYLVESTER ROAD

Figure 2a

Figure 2b

CYCLIST INJURY: December 21, 2017
A cyclist was struck and injured at Mission Trail and Sylvester Road

PEDESTRIAN FATALITY: April 26, 2017, October 27, 2018, and July 5, 2019
A pedestrian was struck and killed by a motor vehicle at Mission Trail and Sylvester Road

Figure 2a. Located one block south of Malaga Road on Mission Trail, this photo shows Sylvester Road, a side street tucked between buildings. A pedestrian fatality occurred here on April 26, 2017, October 27, 2018, and July 5, 2019. On December 21, 2017, a bicyclist was struck and injured. Sidewalks are intermittent along Mission Trail in this area; this project will fill in sidewalk gaps.

Figure 2b. Aerial view of the northwest corner of Mission Trail in Wildomar showing the dangers of walking or cycling on Mission Trail, with multiple vel r collisions involving pedestrians or cyclists in this area.

MISSION TRAIL - MARIPOSA ROAD TO ELBERTA ROAD

Figure 3

Figure 3. Intersection of Mission Trail and Mariposa Road, located directly across Mission Trail from the Summerly Housing Development area and other Lake Elsinore amenities.

MISSION TRAIL AND ELBERTA ROAD

Figure 4

Figure 4. Intersection of Mission Trail and Elberta Road (Wildomar to the left), and Hidden Trail (Lake Elsinore to the right). Hidden Trail serves as the main thoroughfare for the Summerly Housing Development area, connecting to the Storms Stadium and many other Lake Elsinore amenities. Sidewalks are intermittent along Mission Trail in this area, making conditions particularly dangerous due to the large number of Wildomar residents looking to access Lake Elsinore amenities. This project will fill in sidewalk gaps and connect to existing Class II Bike Lanes at this intersection.

CITY OF WILDOMAR
INCORPORATED 2008
Malaga Park

Elberta Rd

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to

include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.

5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.
13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
16. Awarded agencies can commence reimbursable project activities on July 1 of the Call

for Project fiscal year cycle. E.g.: for FY 25/26 Call for Projects, reimbursable work starts on July 1, 2025.

17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 25/26 Call for Projects, MOUs must be executed by October 1, 2025

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of _____, 2025 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and City of Wildomar ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.

C. On February 3rd, 2025, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2025/26 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.

D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3) ("PROJECT").

E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.

2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Five Hundred Twenty-Five Thousand Two Hundred Thirty-Five Dollars ($525,235), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of

RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq*.), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a scope change request electronically via RCTC's online tracking and reporting system known as the Rivtrack system and accessible at https://rivtrack.rctc.org/ ("Rivtrack system"). The electronically submitted scope change request must include the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement. Such request is subject to written approval by RCTC, in RCTC's sole discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern. Notwithstanding the foregoing, in the case of a conflict, the most stringent requirement shall govern, unless prohibited by applicable law or otherwise agreed upon by RCTC.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has thirty-six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete by RCTC following the submission of the PROGRAM funding claim form completed electronically via the Rivtrack system. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a time extension request electronically via the Rivtrack system. Before and after PROJECT photographs must be uploaded with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Changes in Project Funding. RECIPIENT will not be reimbursed for PROJECT cost overruns. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) ninety days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval of RCTC's Executive Director, in his or her sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how RECIPIENT can apply any unused FUNDING AMOUNT to a project previously submitted under an Article 3 call for projects and approved by the Commission or to fund an approved scope expansion to the approved PROJECT. Notwithstanding the foregoing, unused funds may not be reallocated to work already completed. RECIPIENT match funds

proportionate to the amounts included in Section 3 of this Agreement will be required should unused funds be redirected to another approved project or approved scope expansion.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC as further detailed in Section 2.3 above. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of improvements that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon submission into Rivtrack of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 2.

2.7 Recipient's Funding Obligation to Complete the Work; Limitation of RCTC Obligations. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any work performed under the SCOPE OF WORK, for the PROJECT, or at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written

notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the FUNDING AMOUNT set forth in Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Five Hundred Twenty-Five Thousand Two Hundred Thirty-Five Dollars ($525,235) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.

4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.

5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death ,arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this AGREEMENT, the PROJECT or the SCOPE OF WORK. RECIPIENT'S obligation to indemnify includes

without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds. The indemnity obligation shall not apply to the extent of the sole negligence or willful misconduct of RCTC, its officials, officers, employees, agents, and consultants. This section shall survive the expiration or termination of this Agreement.

7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2025, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2025.

8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.

10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.

11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.

12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all

PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the right to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective. Notwithstanding the foregoing, invoices and requests for changes to the SCOPE OF WORK, shall be submitted through the Rivtrack system as specified in this AGREEMENT.

TO RCTC:	**TO RECIPIENT**:
Aaron Hake Executive Director RCTC 4080 Lemon Street, 3rd Floor Riverside, California 92501 Phone: (951) 787-7141 e-mail: ahake@rctc.org	Jason Farag Public Works Director/City Engineer City of Wildomar 23873 Clinton Keith Road, Suite 110 Wildomar, CA 92595 (951) 677-7751 jfarag@wildomar.gov
cc: eemery@RCTC.org	cc: cluna@wildomar.gov

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT is alerted to the requirements of California Labor Code Sections 1770 *et seq*., which require the payment of prevailing wages where the SCOPE OF

WORK or any portion thereof is determined to be a "public work," as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq*. on the PROJECT.

17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.

19. Governing Law; Venue and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. Venue shall be in Riverside County. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.

20. Attorneys' and Other Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.

21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.

23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or

powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.

24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.

25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.

26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

27. Survival. All rights and obligations under this AGREEMENT that by their nature are to continue after any expiration or termination of this AGREEMENT shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
AGREEMENT NO. 25-62-141-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

By:_____
Aaron Hake, Executive Director

RECIPIENT

CITY OF WILDOMAR

By:_____

Name: _____

Title:

APPROVED AS TO FORM

Best, Best & Krieger LLP

By: _____
General Counsel to RCTC

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

Questionnaire | Project Application | Map

RCTC TDA Article 3 (SB 821) Call for Projects

Email address: karen@californiaconsulting.org

Project Name: * Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)

Has this Project been previously awarded in a past SB 821 Cycle? *

- (●) No
- ( ) Yes, in 19-20 FY Cycle
- ( ) Yes, in 21-22 FY Cycle
- ( ) Yes, in 23-24 FY Cycle

Lead Agency * Wildomar

Memorandum of Understanding

By October 1, 2025, awardees will execute the Project MOU with the Commission. To streamline the process, please provide the name and contact information or the individual who will be the signatory on the MOU. This is typically the City Manager, City Engineer, or Public Works Director.

MOU Signatory * Jason Farag

Title: * Public Works Director

Email address: * jfarag@wildomar.gov

Project Contact Person

Provide contact information for Project's contact person. This could be the Public Works Director, the Project Manager, or other City/County Staff.

( ) Project Contact is the same as current user

Project Contact Person: * Cameron Luna

Title: * Associate Engineer

Email address: * cluna@wildomar.gov

Phone Number: * (951) 677-7751

Project Overview

Project Type (check all that apply) *

- [x] Bicycle Project
- [x] Pedestrian Project
- [x] Multi-use Trail Project
- [ ] Non-Infrastructure/Plan

Project Locate in a Disadvantage Community, per SB-535? *

- ( ) Yes
- (●) No
- ( ) Partial

Does the proposed project include any of the following (check all that apply)? *

- [x] Curb
- [x] Gutter
- [x] Driveway Ramp
- [ ] Project does not include any of the above

Is the benefit provided for the exclusive use of bicyclist/pedestrian? *

- (●) Yes
- ( ) No

This is a Read-Only View

Questionnaire | Project Application | Map

FTIP - TIP ID | Return to the Search

Project Number: 000228 Agency: Wildomar

Project Type: Bicycle Project, Pedestrian Project, Multi-use Trail Project

Project Name: Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)

Status: Approved

A. Scope of Work (500 Characters)

The Palomar St. Sidewalk, Trail & Bike Lanes Project (Phase 3) will improve the City's mobility network by filling in active transportation gaps to provide safe and dedicated paths for non motorized users with pedestrian and bicycle facilities along the west side of Palomar St., from Clinton Keith Rd. to Harwood Ln.

ATP Improvements include:
- 0.25 miles of new sidewalk
- 0.25 miles of new Trail
- 0.25 miles of new Class II buffered bike lane
- 10 curb ramps
- Accessibility to RTA Bus Stops

499 of 500 Characters

Toggle Card

B. Funding

Enter the project costs for PA/ED, PS&E, ROW, Construction and Local Match in the fields provided below. The gray fields contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits.

10% Programming Cap: $727,986.30

PA & ED:	0.00
PS & E:	120,000.00
ROW:	10,000.00
Construction:	800,470.00
Administration:	120,000.00
Total Project Cost:	1,050,470.00

20% Programming Cap: $1,455,972.60

	Agency	Split %		RCTC	Split %
Local Match:	525,235.00	50%	Local Match:	525,235.00	50%
SB 821 Request:	525,235.00	50%	SB 821 Request:	525,235.00	50%
		100%			100%

C. Schedule

For completed phases, provide supporting documentation such as copies of environmental clearance, title sheet of 100% plans with engineer's stamp, or right of way clearance and attach in section J.

	Start	End
PA & ED:	03/12/2014	10/23/2020
PS & E:	09/01/2025	12/31/2026
ROW:	01/01/2027	03/31/2027
Construction:	06/01/2027	12/31/2027
Close out:	01/01/2028	03/31/2026

Toggle

D. Project Background & Project Description

Describe the project background and the existing conditions of the larger project area and or project vicinity. Discussion can include background information on current roadway configuration, missing bike and pedestrian facilities, and importance of project to local active transportation users. If possible, upload photographs of existing conditions.

Describe the project in its entirety. Include the purpose and need, benefit, and location of the project. Provide a map showing existing and proposed project improvements. If available, upload typical cross-sections showing vehicular lane widths, active transportation facilities width, and any landscaping or lighting features in section J.

connection for accessing Clinton Keith Road and the Interstate 15 freeway, or to travel into the City of Murrieta. If the City could complete a few active transportation infrastructure gaps, residents living nearby would be able to easily access the businesses and stores along the Palomar corridor without relying on vehicle transportation. This project proposes to infill approximately .25 miles of sidewalk, Trails and Bike Lane gaps that would increase connectivity to major areas of community importance, allowing active users to access both areas safety and efficiently. The improvements will provide a dedicated path which will connect to existing sidewalk and trail facilities, deter pedestrians off of the adjacent road, and remove accessibility barriers along a route that is near existing ATP infrastructure connecting to other areas of the City.

Need and Benefit: The vision for the City, as cited in the adopted vision statement in February of 2017, is that "The City of Wildomar will be a safe and active community with responsible growth and quality infrastructure while keeping a hometown feel." The population of Wildomar was 37,087, based on U.S. Census 2023 estimates. The community is expected to grow by approximately 56% by the year 2045, or from 35,400 in 2016 to 55,200 in 2045. The planned connected and improved bicycle, pedestrian, and trail networks will significantly increase the number of people that will walk and bike within the Wildomar community.

The average population age is 35 and 23.8% of the population are 18 and under (Source: Census 2019-2023 ACS 5-year estimate). With the increase of residential homes and communities, the demands of transportation have changed and grown considerably. To meet these challenges, the city has focused on providing safe, efficient and various modes of active transportation infrastructure for the community. The city has relied heavily on outside funding resources to support the planning and construction of sidewalks, trails and bicycle infrastructure. As with many rural communities, the construction of sidewalk and bicycles facilities is not always an easy task. Drainage, right of way, roadway pavement, and accessibility are some of the elements that need to be addressed for this type of project, which ultimately increases the project costs. This has not deterred the city from continuously searching for both local and outside funds to improve safety and provide reliable active transportation for the community.

The installation of dedicated buffered bike lanes along the Palomar Street corridor will connect to newly constructed bike lanes North, East and West of the Palomar/Clinton Keith Road Intersection and provide safe alternate modes of transportation for residents adjacent to the corridor. This project will also increase connectivity to the neighboring communities in the City of Murrieta who share a desire for increased availability of non-motorized routes. Overall, the proposed facilities will meet the growing demands of the city by increasing bike/ped connectivity for the community, reducing traffic conflicts and offering mobility options that will reduce dependency on automobile reliance on a regional level.

The project design aligns with the WRCOG's non-motorized and GHG reduction objectives; "Enhance roadway safety, remove barriers to access and to correct unsafe conditions in target areas that lack adequate bicycle/pedestrian facilities.

E. Destinations Served (2 points for each destination served, max 14 points)

Briefly summarize and list all the types of destinations served by the proposed project. Provide a project vicinity map identifying all the destination types served by the proposed project within a 1/2 mile or a 1-mile radius. Destination types are schools or higher education facilities, commercial centers, municipal or any other civic centers, medical facilities, restaurants and recreational centers.

For pedestrian projects, each type of destination needs to be within 1/2 mile radius to be eligible. For bicycle or multi-use trail projects, each type of destination needs to be within a 1-mile radius. Each destination type served will receive 2 points.

On the map, provide a 1/2 mile buffer or a 1-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points.

Based on the rural nature of the City, most of the older streets are vastly two-lane roadways with unpaved shoulders and no bike lanes. With the current demands of mobility and accessibility, the proposed Class II bike lanes on Palomar from Clinton Keith Road to Harwood Ct will provide a 1-mile radius of access. The sidewalk improvements on Palomar Street will provide benefits within the 1/2-mile radius to existing destinations which facilitate community engagement at a high capacity, such as Sycamore Academy, World Harvest Church, and Murrieta Springs Church. There are approximately sixteen (16) destinations served within the 1 mile radius, as shown in the table below and reflected in the attached maps.

Toggle Card

F. Safety (max 15 points)

Describe the extent to which the proposed project will increase safety for the non-motorized public or how the project will reduce the number of non-motorized fatalities and serious injuries.

Points (5) will be given on the severity of the existing safety hazard at the project location to demonstrate project need.

Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision or injury history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project. Additionally generate a collision heat map for the project site using collision data from the last ten years. Heat map can be generated using the ATP Maps & Summary interface from TIMS (https://tims.berkeley.edu/) or Crossroads. Upload map in section J.

Points (5) will be given for safety countermeasures or safety enhancement features included in the project scope. Provide an explanation of how each countermeasure will improve safety for bicyclists and pedestrians.

Examples of acceptable safety countermeasures and enhancements include rectangular rapid flashing beacons, bicycle boxes, and curb extensions. (see https://safety.fhwa.dot.gov/provencountermeasures/). The use of countermeasures not appearing on the FHWA list of proven countermeasures must include a detailed description of why the countermeasure is needed and how it will improve safety for non-motorized travel.

Points (5) will be given based on the potential of the proposed project to provide safety benefits to the non-motorized public. Applicant should draw from responses in the prior safety sections. Discuss the considerations made when evaluating and determining the type of bicycle or pedestrian facility for the project corridor. Why was Class I selected over Class IV, why was Class II considered over Class III?

Current conditions (undeveloped dirt shoulders, lack of street lighting, varying road diet and travel lane widths) along the project route discourage pedestrians and bicyclists. Although several destinations are within the near vicinity, residents are potentially hesitant to walk or bike due to the current sidewalk gaps, heavy traffic, and a lack of crosswalks and bicycle lanes. A number of fatal pedestrian and bicyclist collisions can be observed from the available collision data collected from TIMS and the Crossroads database. As shown in the attached documents, 2 pedestrian and/or bicyclist collisions occurred along the project route over a period of 10 years (2015-2025). Of the 2 collisions, 1 bicyclists was killed. During the Community engagement segments of the Wildomar Mobility Plan, which established the City's Active Transportation Plan and subsequent General Plan Update (all documents adopted), It was identified during outreach that this missing segment of ATP corridor was important. Both the collision history and adopted planning documents demonstrate why providing safer non-motorized infrastructure at this project location would make a positive impact to the community.

Project safety enhancements proposed will directly improve mobility for non-motorized users in and adjacent to the service area. The City of Wildomar contains approximately 62.9 linear miles when counting both directions of roadways. Of these 62.9 miles, there are approximately 18 miles of existing sidewalk and approximately 45 miles (72%) of missing sidewalks. Sidewalk infill projects are a critical step forward for building a robust pedestrian mobility network within a community that has rural-like and urban settings to help meet various travel modes and safety concerns. An estimated 20 percent of households own one vehicle in Wildomar, this leaves a vulnerability in the event car access is temporarily or permanently disrupted. Also, nearly 1 in 4 households in the community have access to one vehicle or no vehicles (Source: City of Wildomar Active Transportation plan, 2020). Essential active transportation gaps will be addressed through this multi-use- sidewalk, trail and bicycle lane improvement project.

This project addresses the projected increase in traffic volumes and the need to provide bike lanes, pedestrian access and path of travel to existing schools, churches and commercial areas. Several safety considerations were made by City engineer and planning staff members when creating the Project's road diet. Class II buffered bike lanes will improve conditions by delineating the right-of-way assigned to all users, non-motorists and motorists, where inadequate space currently exists for side-by-side sharing of a major roadway. Class II bike lanes, sidewalk and a separated trail are also consistent with the existing bike lanes and trail that this project will connect to. Regional access would also be provided by the project by connecting ATP facilities to Interstate 15 (I-15), approximately 0.6-mile east of Palomar Street.

Expected outcomes:

1. Dedicated paths allow bicyclists and pedestrians to stay within their routes and minimizes mid- block crossings or sharing the road with vehicles lanes which increases vehicle traffic conflicts (trail located at back of right of way away from road).

2. Increase the proximity between bicyclists and motorists which would result in a significant improvement in addressing the potential risk of collisions (bike lanes with 3' wide buffers)

3. Minimizing potential accidents by eliminating the need for bicyclists and pedestrians to hug/ride along broken asphalt, drop offs and navigate uneven surfaces.

4. Designated striped lanes and signage will provide better visibility for bicyclists and motorists which result in a safer environment. Increases awareness and lowers vehicle speeds among motorists.

5. These Facilities will increase connectivity allowing active users to efficiently and safely reach vital areas of the city and connect to neighboring communities. New pedestrian/bicycle facilities offer an Improved Level of Traffic Stress and Safety with proven safety countermeasures that remove severe conflicts. Currently the roadway segment was deemed to have a high level of Traffic Stress, where the proposed project would greatly reduce this with its ATP improvements.

The Project Design incorporates the following FHWA safety countermeasures:

1. Appropriate Speed Limits for All Road Users (Speed Management)
In September 2019, The City of Wildomar completed a 85th percentile speed survey adjustment for Palomar St, reducing the speed from 50mph to 45mph (https://patch.com/california/lakeelsinore-wildomar/lake-elsinore-reviews-new-speed-limit-recommendations)

2. Bicycle Lanes (Pedestrian/Bicyclist)
The project will construct new Class II buffered bike lanes on Palomar Street, connecting to existing Class II bike lanes in all other directions at the Clinton Keith/Palomar Intersection.

3. Crosswalk Visibility Enhancements (Pedestrian/Bicyclist)
The project will construct approximately 10 new ADA ramps and crosswalks along Palomar Street at existing side streets and commercial driveway locations

4. Walkways (Pedestrian/Bicyclist)
The project will construct new 6' wide sidewalks and a 10' wide Trail along Palomar Street, connecting to existing Class II bike lanes in all other directions at the Clinton Keith/Palomar Intersection and Trail located on the North leg of the intersection.

5. Local Roadway Safety Plan (Crosscutting)
The project was identified as a priority community improvement as part of the City's LRSP, as well as its SSARP, SS4A, and ATP documents.

G. Multimodal Access (1 point each, max 5 points)

In a project vicinity map, identify all the bus routes, Metrolink stations, park-and-ride facilities, bicycle lanes, sidewalks or crosswalks improved by the proposed project within a 1/2 mile or a 1-mile radius.

For pedestrian projects, these amenities need to be within 1/2 mile radius to be eligible. For bicycle or multi-use trail projects, amenities need to be within a 1-mile radius. Each amenity will receive 1 point.

On the map, provide a 1/2 mile buffer or a 1-mile buffer surrounding the project site. Maps without the marked buffer will receive half of its eligible points. Upload map in section J.

Below, discuss how the project along with its nearby amenities encourage multi-modalism. Briefly summarize and list all the bus stops, Metrolink Stations, park-and-ride facilities, missing bicycle or sidewalks, or crosswalks enhanced by the proposed project and indicate if the items are existing or planned.

The City of Wildomar's vision is to provide, maintain and improve the transportation network to enhance mobility for all people, especially non-motorized users that rely on other transit facilities, or prefer walking and biking to nearby destinations. This project will offer connectivity to approximately 14 Riverside Transit bus stops within a 1-mile radius, as depicted in the Multimodal Exhibit attachment. Enhancements will significantly reduce safety concerns raised by both pedestrians and bicyclists, and will increase regional connectivity, by providing travel options.

As mentioned in prior sections of the application, the Project will construct new sidewalk and bike lanes, which will provide connectivity to existing sidewalk and bike lanes at each opposing leg of the Clinton Keith Road Intersection, including the construction of ten new ADA curb ramps on Palomar St. Lastly, a trail would be constructed to connect the existing trail at the north leg of the Clinton Keith intersection with an existing segment of trail in front of Sycamore Academy located at the end of the Project limits.

It's important to note that Metrolink stations are not a service provided in either the City of Wildomar. Park-and-ride facilities also do not exist within the City of Wildomar. Nearby City of Murrieta has a Park-and-ride facilities within the vicinity of the Project, but that location falls outside the 1-mile radius served by the Project.

Toggle Card

H. Matching Funds (max 10 points)

10% Programming Cap: $727,986.30

20% Programming Cap: $1,455,972.60

	Agency	Split %	Match Points
Local Match:	525,235.00	50%	10.00
SB 821 Request:	525,235.00	50%	
		100%	

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

I. Population Equity (max 5 points)

Agency: Wildomar

Population Equity Points

0.00

J. Attachments

Upload attachments indicated from previous sections.

Title	Document Type	Action
CIP 028-3 Multimodal Project Exhibit.pdf	Multimodal Access Project Map	
CIP 028-3 Destinations Served Project Exhibit.pdf	Destinations Served Project Map	
CIP 028-3 MND NOC-OPR.pdf	Environmental Document	
CIP 028-3 Title Sheet Exhibit.pdf	Title Sheet	
CIP 028-3 Cost Estimate.pdf	Project's Engineers Estimate	
CIP 028-3 Funding Letter (2025-04) - signed.pdf	Commitment to Local Match	
CIP 028-3 Safety Project Map Exhibit.pdf	Safety Project Map	
CIP 028-3 Project Background & Description Map.pdf	Project Background & Project Description Map	

Toggle Card

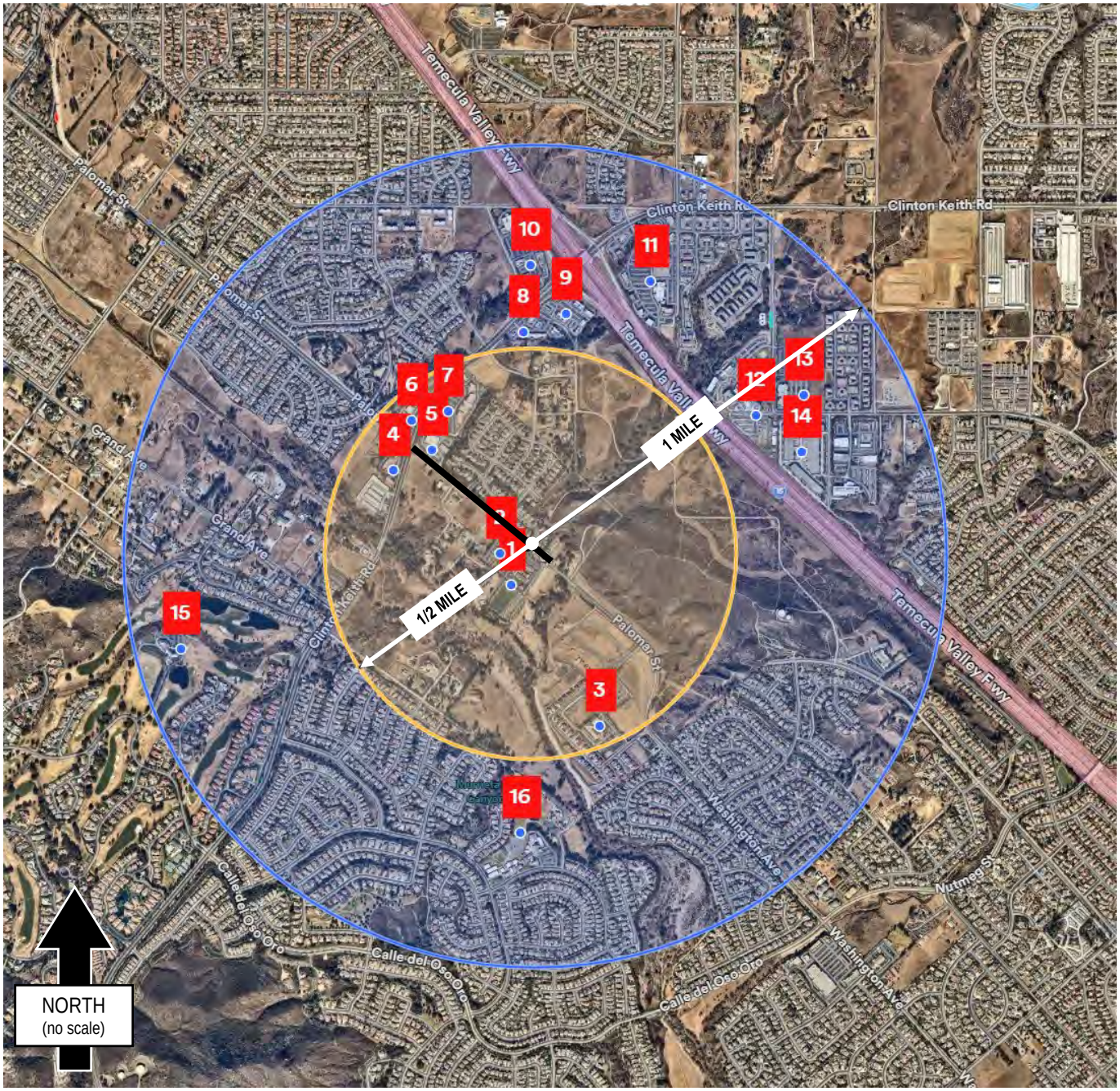
K. Certification

☑ I certify that the information presented herein is complete and accurate.

Name: Cameron Luna

Title:

Date: 04/24/2025



DESTINATIONS SERVED		DISTANCE (MILES)
1	Sycamore Academy of Science and Cultural Arts TK-8 School	< .5
2	World Harvest Church	< .5
3	Murrieta Springs SDA Church	< .5
4	Bear Valley Plaza Shopping Center	< .5
5	Rite Aid Pharmacy & Shopping Center	< .5
6	The Barn Shopping Center	< .5
7	Renaissance Plaza Shopping Center	< .5
8	The Shops at Clinton Keith Shopping Center	< 1
9	Wildomar Square Shopping Center	< 1
10	Clinton Keith Village Shopping Center	< 1
11	Wildomar City Hall & Oak Creek Shopping Center	< 1
12	Inland Valley Medical Center	< 1
13	Stonebridge Medical Center	< 1
14	Interstate Business Park	< 1
15	Bear Creek Golf Club	< 1
16	Copper Canyon Park	< 1

PROJECT AREA

Note: There are several commercial/retail plazas within the 1/2 mile and 1 mile radius. Key destinations within those plazas have been labeled, but there are many other businesses, stores, and restaurants within these plazas that are also destinations but have not been explicitly listed hereon.

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

PALOMAR STREET SIDEWALK AND BIKE LANES PROJECT
DESTINATIONS SERVED PROJECT MAP
2025 SB 821 CALL FOR PROJECTS

City of Wildomar
Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, PO Box 3044, Sacramento, CA 95812-3044
(916) 445-0613 state.clearinghouse@opr.ca.gov

SCH # _____

PROJECT TITLE
Palomar Street Widening Project (Capital Improvement Project No. 028-1)

LEAD AGENCY City of Wildomar		CONTACT PERSON Matthew C. Bassi, Planning Director
STREET ADDRESS 23873 Clinton Keith Road, Suite 201		PHONE 951/677-7751, ext. 213
CITY Wildomar	ZIP CODE 92595	COUNTY Riverside

PROJECT LOCATION

COUNTY Riverside	CITY/NEAREST COMMUNITY City of Wildomar		
CROSS STREETS Palomar Street and Clinton Keith Road		ZIP CODE	TOTAL ACRES 36 ACRE
ASSESSOR'S PARCEL NUMBER	SECTION N/A	TOWNSHIP N/A	RANGE N/A

WITHIN 2 MILES:

STATE HIGHWAY NUMBER	AIRPORTS	SCHOOLS
Interstate 15	French Valley Airport (6.5 miles southeast) Skylark Field (3.5 mile north)	Cole Canyon Elementary Sycamore Academy

RAILWAYS	WATERWAYS
None	None

DOCUMENT TYPE

CEQA			NEPA		OTHER	
	☐NOP	☐ Supplement/Subsequent EIR (Prior SCH No.) _____		☐NOI		☐Joint Document
	☐Early Cons	☐Other		☐EA		☐Final Document
	☒MND/IS			☐Draft EIS		☐Other _____
	☐Draft EIR			☐FONSI		

LOCAL ACTION TYPE

☐General Plan Update	☐Specific Plan Amendment	☐Rezone	☐Annexation
☐General Plan Amendment	☐Master Plan	☐Prezone	☐Redevelopment
☐General Plan Element	☐Planned Unit Development	☐Use Permit	☐Coastal Permit
☐Community Plan	☒Site Plan	☐Land Division (Subdivision, etc.)	☒Other (Construction Easement, Grant Application, Encroachment permit)

DEVELOPMENT TYPE

☐Residential	Units _____	Acres _____		☐Transportation	Type _____
☐Office	Sq. ft	Acres _____	Employees _____	☐Mining	Mineral _____
☐Shopping/Commercial	Sq. ft. _____	Acres _____	Employees _____	☐Waste Treatment	Type _____
☐Industrial	Sq. ft. _____	Acres _____	Employees _____	☐Hazardous Waste	Type _____
☐Educational	Sq. ft.			☐Water Facilities	Type _____ MGD _____
☒Other (widened roadways, bicycle lanes, sidewalk/trails)	Sq. ft. Linear feet 5,280+			☐Power	Type _____ Watts _____
☐Recreational					

FUNDING

Federal $ _____ State $ _____ Total $ _____

PROJECT ISSUES DISCUSSED IN DOCUMENT

☒Aesthetic/Visual	☒Flood Plain/Flooding	☒Schools/Universities	☒Water Supply
☒Agricultural Land	☒Forest Land/Fire Hazard	☐Septic Systems	☒Wetland/Riparian
☒Air Quality	☒Geological/Seismic	☒Soil Erosion/Compaction/Grading	☒Wildlife
☒Archaeological/Historical	☒Minerals	☒Solid Waste	☒Growth Inducing
☐Coastal Zone	☒Noise	☒Toxic/Hazardous	☒Land Use
☒Drainage/Absorption	☒Population/Housing Balance	☒Traffic/Circulation	☒Cumulative Effects
☒Economic/Jobs	☒Public Services/Facilities	☒Vegetation	☐Other _____
☐Fiscal	☒Recreation/Parks	☒Water Quality	

PRESENT LAND USE/ZONING/GENERAL PLAN DESIGNATION: N/A

The City of Wildomar (City) is the lead agency for the preparation and review of an Initial Study/Mitigated Negative Declaration (MND) for the proposed Palomar Street Widening project. The project site is the portion of Palomar Street from Meadow Ridge Lane to the eastern City limits, and the portion of Clinton Keith Road from Renaissance Plaza to Stable Lanes Road, and the portion of Clinton Keith Road that intersects Palomar Street. The proposed project would improve connectivity for active transportation users by filling in sidewalk/trail gaps and adding bicycle lanes along two major commuter roadways in the City – Palomar Street and Clinton Keith Road. The proposed project would widen Palomar Street from two lanes to four lanes. Approximately 4,100 linear feet of Class II bicycle lanes, 530 linear feet if sidewalks and trails would be filled along Palomar Street. On Clinton Keith Road, 630 linear feet of sidewalk is proposed which would increase connectivity for pedestrians. The project includes the following applications for consideration by the Wildomar Planning Commission:

1. **Construction Easement:** Construction will require cut and fill outside of the public right of way (ROW). Construction easement(s) will be obtained by the City for the proposed project. The project requires work to be performed in the public right-of-way, and therefore, an encroachment permit is required.
2. **Grant Application:** It is the intention of the City to apply for grant funding for all or part of the proposed project.
3. **Encroachment Permit:** The City will issue an encroachment permit to the contractor(s) responsible for completing the work within the project area.

REVIEWING AGENCIES CHECKLIST

☐ Resources Agency
☐Boating & Waterways
☐Coastal Conservancy
☐Colorado River Board
☐Conservation
☒Fish and Wildlife
☒Forestry & Fire Protection
☐Office of Historic Preservation
☐Parks and Recreation
☐Reclamation Board
☐San Francisco Bay Conservation & Development Commission
☒Water Resources

Business, Transportation & Housing

☐Aeronautics
☐California Highway Patrol
☒CALTRANS District # 8
☐Department of Transportation Planning (headquarters)
☐Housing & Community Development
☐Food & Agriculture Health & Welfare
☐Health Services _____

State & Consumer Services

☐General Services

Environmental Protection Agency

☒Air Resources Board
☒ California Department of Resources Recycling and Recovery (CalRecycle)
☐SWRCB: Clean Water Grants
☐SWRCB: Delta Unit
☐SWRCB: Water Quality
☐SWRCB: Water Rights
☐Regional WQCB # 8
☒Regional WQCB # 9 (San Diego Region)

Youth & Adult Corrections

☐Corrections

Independent Commissions & Offices

☐Energy Commission
☒Native American Heritage Commission
☐Public Utilities Commission
☐Santa Monica Mountains Conservancy
☐State Lands Commission
☐Tahoe Regional Planning Agency

PUBLIC REVIEW PERIOD

Starting Date: Thursday, September 24, 2020

Ending Date: Friday, October 23, 2020

Signature_____
Matthew C. Bassi, Planning Director
City of Wildomar Planning Department

Date Wednesday, September 23, 2020

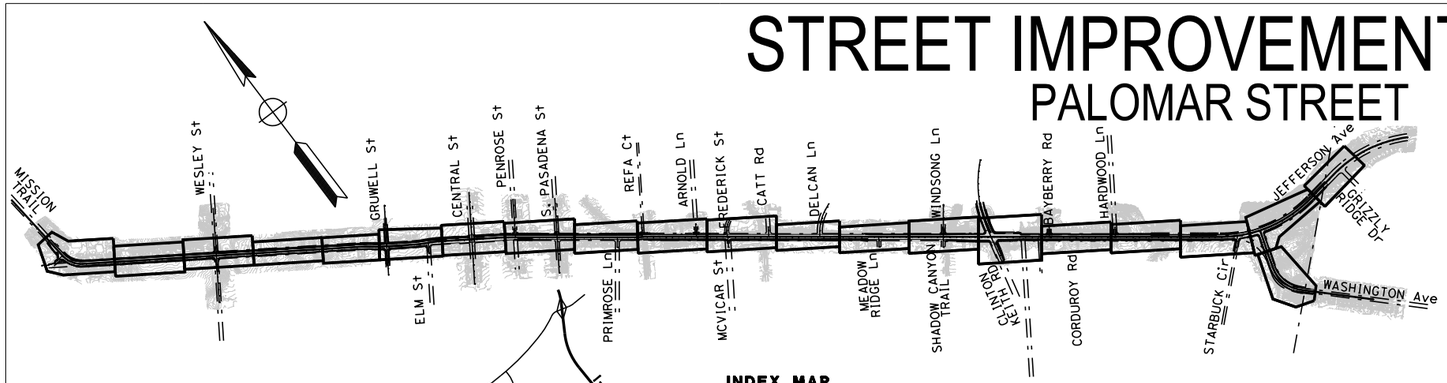
Consultant:
Consulting Firm: PlaceWorks
Address: 3 MacArthur Place, Suite 1100
City/State/Zip: Santa Ana, CA 92707
Contact: Mark Teague
Phone: (714.966.9220)

Lead Agency:
Matthew C. Bassi, Planning Director
City of Wildomar
23837 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Phone: (951) 677-7751

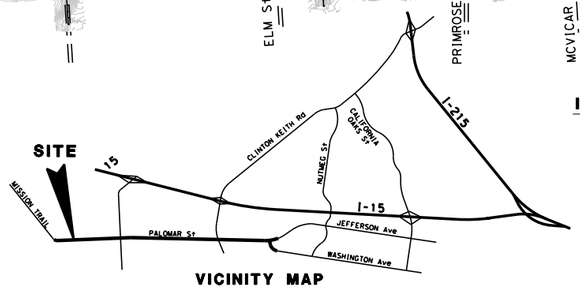
For SCH Use Only:
Date Received at SCH
Date Review Starts
Date to Agencies
Date to SCH
Clearance Date
Notes:

STREET IMPROVEMENT PLANS

PALOMAR STREET



INDEX MAP
NO SCALE



VICINITY MAP
NOT TO SCALE

NOTICE TO CONTRACTOR:

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR SO THAT ANY NECESSARY ADJUSTMENTS CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PREVENT DAMAGE TO ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN.
2. ACTUAL THICKNESS OF BASE MATERIAL IS TO BE DETERMINED BY A SOILS TEST AND RECOMMENDED BY THE SOILS ENGINEER. R-VALUES , SAND EQUIVALENTS AND STRUCTURAL SECTION OF STREETS SHALL BE SUBMITTED TO THE CITY OF WILDOMAR FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
3. CARE SHOULD BE TAKEN TO PREVENT GRADED DITCHES AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY GUNITE SWALES, ENTERING OR EXITING IMPROVEMENTS.
4. THE CONSTRUCTION CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

UTILITY CONTACTS:

EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571

ELSINORE WATER DISTRICT
P.O. BOX 1019
LAKE ELSINORE, CA 92531
(951) 674-2168

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
P.O. BOX 3000
LAKE ELSINORE, CA 92531-3000
(909) 674-3146

LEVEL 3 COMMUNICATIONS
1025 ELDORADO BOULEVARD - 33A522
BROOMFIELD, CO 80021

SOUTHERN CALIFORNIA EDISON
ATTN: FACILITIES MAPPING, BLDG D
P.O. BOX 11982
SANTA ANA, CA 92711-1982
(714) 796-9932

SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA 92374-9796

TIME WARNER TELECOM
1340 TREAT BOULEVARD, SUITE 100
WALNUT CREEK, CA 94597
(925) 953-7093

VERIZON
150 SOUTH JUANITA DRIVE
HEMET, CA 92544

ABBREVIATIONS:

AC	ASPHALT CONCRETE
BCR	BEGIN CURB RETURN
Beg	BEGIN
BW	BACK OF SIDEWALK
C&G	CURB AND GUTTER
CMP	CORRUGATED METAL PIPE
DBL	DOUBLE
DWY	DRIVEWAY
ECR	END CURB RETURN
FL	FLOW LINE
FS	FINISHED SURFACE
HMA	HOT MIX ASPHALT
INV	INVERT ELEVATION
Min	MINIMUM
Prop	PROPOSED
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RW	RETAINING WALL
SW	SIDEWALK
TC	TOP OF CURB
TG	TOP OF GRADE
Trans	TRANSITION

INDEX OF SHEETS:

SHEET No.	DESCRIPTION
1	TITLE SHEET, NOTES, DETAILS, QUANTITIES
2-6	TYPICAL SECTIONS
7-27	STREET IMPROVEMENT PLAN
28-51	PROFILE
1-21	GRADING AND DRAINAGE PLAN
1-14	STRIPING PLAN

GENERAL NOTES:

1. WORK SHALL CONFORM TO THE CALTRANS 2010 STANDARD PLANS, STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, THE RIVERSIDE COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS AS ADOPTED BY THE CITY OF WILDOMAR.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY OF WILDOMAR PERMIT SECTION FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITEE MUST INFORM THE CITY OF WILDOMAR OF THE CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. [(951) 677-7751]
4. THE CONTRACTOR SHALL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STD NO. 816.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE 461.
6. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAINS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY, FROM 8:00 AM TO 5:00 PM.
8. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
9. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE RIVERSIDE COUNTY STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
10. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING IMPROVEMENT PLANS.
11. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS AND ALL LANDSCAPING ON ALL OTHER STREETS SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY COMPREHENSIVE LANDSCAPING GUIDELINES DATED OCTOBER 2009.
12. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. BY APPROVING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF SAID PRIVATE DRAINAGE FACILITIES ARE IMPLIED OR INTENDED BY THE CITY OF WILDOMAR.
13. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT. THE OWNER/CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
14. PRIOR TO ANY CONSTRUCTION, THE OWNER/CONTRACTOR SHALL PROVIDE THE CITY OF WILDOMAR WITH A COPY OF THE NOI WITH A VALID WDID NUMBER.
15. THE OWNER/CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNAGE AND STRIPING PLANS BUT WITHIN THE PROJECT AREAS OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES UPON THE REQUEST OF THE CITY ENGINEER OR HIS DESIGNEE SO AS TO IMPROVE THE SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
16. EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINAGED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE CITY OF WILDOMAR.
17. FOR ALL DRIVEWAY CONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.

STREET CONSTRUCTION NOTES

No.	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT TYPE A-8 CURB PER RIVERSIDE COUNTY STD NO. 201	-	CY
2	CONSTRUCT CURB RAMP CASE A PER RIVERSIDE COUNTY STD NO. 403	-	CY
3	CONSTRUCT CURB RAMP CASE B PER RIVERSIDE COUNTY STD NO. 403	-	CY
4	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF
5	CONSTRUCT CURB ADJACENT SIDEWALK PER RIVERSIDE COUNTY STD NO. 401	-	SF
6	CONSTRUCT CROSS GUTTER PER RIVERSIDE COUNTY STD NO. 209	-	SF
7	CONSTRUCT MULTIPURPOSE TRAIL	-	LF
8	CONSTRUCT RESIDENTIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 213	-	LF
9	CONSTRUCT COMMERCIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 207A	-	LF
10	CONSTRUCT RESIDENTIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 207	-	LF
11	CONSTRUCT MIDWEST GUARDRAIL SYSTEM PER CALTRANS STD NO A77L1	-	LF
12	CONSTRUCT ALTERNATIVE IN-LINE TERMINAL SYSTEM PER CALTRANS STD NO. A77R3	-	EA
13	CONSTRUCT END ANCHOR ASSEMBLY (TYPE SFT) PER CALTRANS STD NO. A77S1	-	EA
14	CONSTRUCT TRANSITION RAILING (TYPE WB-31) PER CALTRANS STD NO. A77U4	-	LF
15	CONSTRUCT END CAP (TYPE TC) PER CALTRANS STD NO. A77V1	-	EA
16	CONSTRUCT TYPE 5 RETAINING WALL PER CALTRANS STD NO. B3-4A	-	CY
17	CONSTRUCT CONCRETE BARRIER (TYPE 736A) PER CALTRANS STD NO. B11-56	-	LF
18	CONSTRUCT ALTERNATIVE IN-LINE TERMINAL SYSTEM PER CALTRANS STD NO. A77Q1	-	LF
19	PLACE HOT MIX ASPHALT DIKE (TYPE C)	-	LF
	CONSTRUCT PAVEMENT STRUCTURAL SECTION NO. 1	-	SF
	ROADWAY EXCAVATION	-	CY
	REMOVE EXISTING PAVEMENT	-	SF
	REMOVE EXISTING ASPHALT CONCRETE DIKE	-	LF
	REMOVE EXISTING SIDEWALK	-	SF
	REMOVE EXISTING CURB AND GUTTER	-	LF
	REMOVE EXISTING CROSS GUTTER	-	SF
	REMOVE EXISTING CURB RAMP	-	SF
	REMOVE EXISTING METAL BEAM GUARD RAILING	-	LF
	REMOVE EXISTING FENCE	-	LF
	REMOVE EXISTING CHANNELIZERS	-	EA
	REMOVE EXISTING SIGNS	-	LS
	PLACE SIGN	-	LS
20	CONSTRUCT CATCH BASIN PER APWA STD NO. 300-3		
21	CONSTRUCT 18" RCP		
22	CONSTRUCT 24" RCP		
23	CONSTRUCT 36" RCP		
24	CONSTRUCT FLARED END SECTION PER CALTRANS STD NO. D94A		
25	CONSTRUCT CONCRETE COLLAR PER APWA STD NO. 380-4		
26	CONSTRUCT JUNCTION STRUCTURE PER APWA STD NO. 331-3		
27	CONSTRUCT JUNCTION STRUCTURE PER APWA STD NO. 333-2		
28	CONSTRUCT MANHOLE PER APWA STD NO. 321-2		
29	CONSTRUCT HEADWALL PER CALTRANS STD NO. D89		
30	CONSTRUCT WINGWALL PER CALTRANS STD NO. D86B		
31	CONSTRUCT WINGWALL PER CALTRANS STD NO. D90		
32	CONSTRUCT WINGWALL PER CALTRANS STD NO. D84		
33	CONSTRUCT ROCK SLOPE PROTECTION		
34	CONSTRUCT FLAT OUTLET DRAINAGE PER COUNTY OF RIVERSIDE STD NO. 303		
35	CONSTRUCT SINGLE REINFORCED CONCRETE BOX PER CALTRANS STD NO. D80		
36	CONSTRUCT DOUBLE REINFORCED CONCRETE BOX PER CALTRANS STD NO. D81		
37	CONSTRUCT WINGWALL PER CALTRANS STD NO. D85		
38	CONSTRUCT 96" RCP		
	REMOVE EXISTING AC OVERSIDE DRAIN		
	REMOVE EXISTING PIPE		
	REMOVE EXISTING CATCH BASIN		
	REMOVE EXISTING REINFORCED CONCRETE BOX		
	REMOVE EXISTING HEADWALL		
	REMOVE EXISTING WINGWALL		

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MARK	BY	DATE	REVISIONS	APPR.	DATE

ENGINEER — CITY

DRAFT

CITY OF WILDOMAR
ACCEPTED BY:
Date:
DAN YORK, City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
STEPHANIE HILLEBRAND
No. 65410
Exp. 9/30/15
CIVIL
STATE OF CALIFORNIA

AECOM
999 Town and Country Road
Orange, CA 92868
(714) 567-2400

PREPARED BY:
R.C.E. No. 65410 EXP. 9/30/2015

BENCHMARK:
Elevation = _____
Datum = _____
BENCHMARK # _____
THIS SURVEY WAS PERFORMED ON (date) BY (surveyor)
L.S. (number), EXP. (date)

SCALE:
H: As Noted V: As Noted

WDID No. XXX
CIP 0024

CITY OF WILDOMAR
PALOMAR STREET WIDENING
STREET IMPROVEMENTS
TITLE SHEET

SHEET No. 1
OF 51 273

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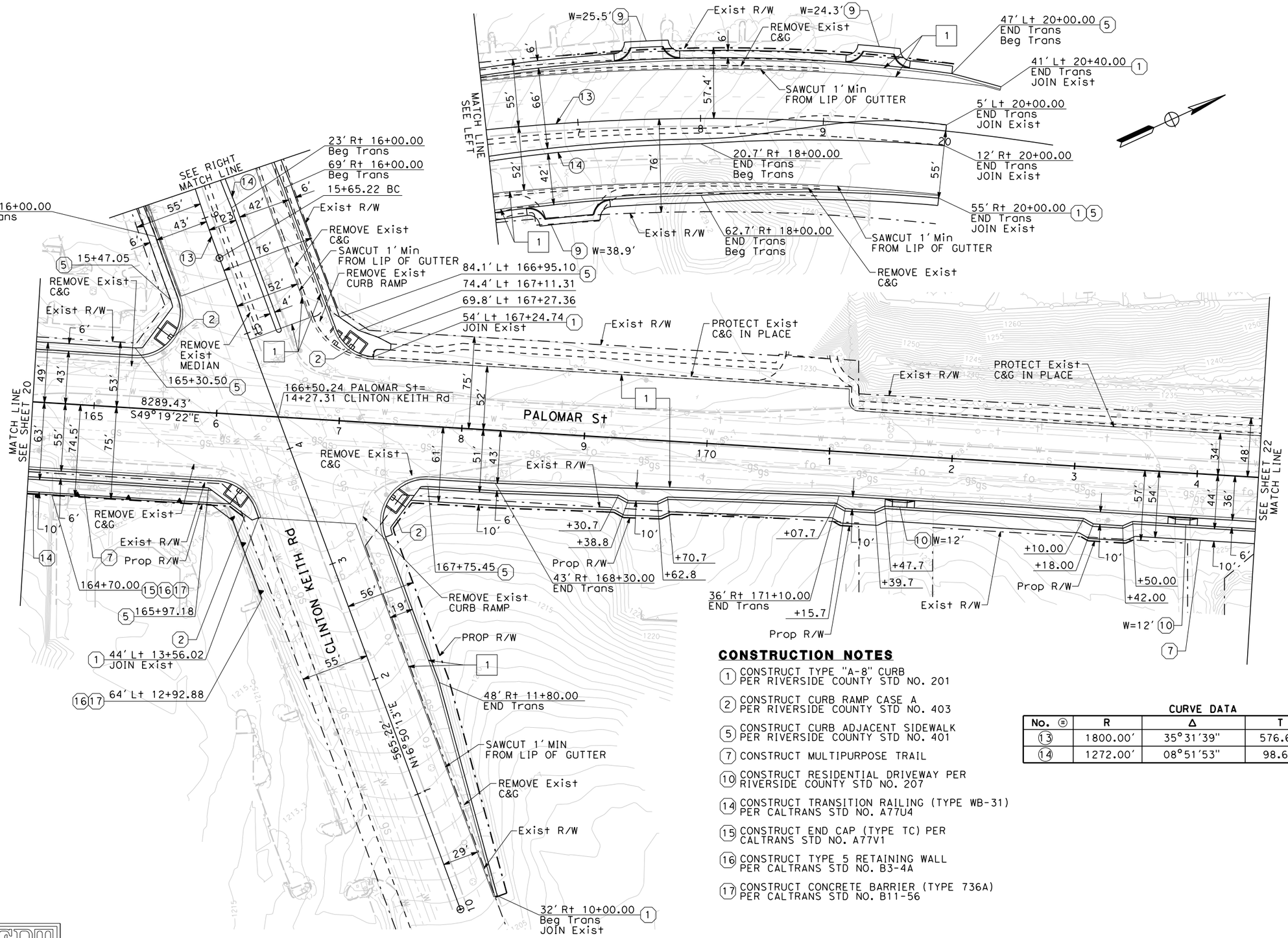

CONSTRUCTION NOTES

1. CONSTRUCT TYPE "A-8" CURB PER RIVERSIDE COUNTY STD NO. 201
2. CONSTRUCT CURB RAMP CASE A PER RIVERSIDE COUNTY STD NO. 403
5. CONSTRUCT CURB ADJACENT SIDEWALK PER RIVERSIDE COUNTY STD NO. 401
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14. CONSTRUCT TRANSITION RAILING (TYPE WB-31) PER CALTRANS STD NO. A77U4
15. CONSTRUCT END CAP (TYPE TC) PER CALTRANS STD NO. A77V1
16. CONSTRUCT TYPE 5 RETAINING WALL PER CALTRANS STD NO. B3-4A
17. CONSTRUCT CONCRETE BARRIER (TYPE 736A) PER CALTRANS STD NO. B11-56

CURVE DATA

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14	1272.00′	08°51′53″	98.60′	196.80′

SCALE 1"=40′

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ENGINEER — CITY

DRAFT

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Date:
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STEPHANIE HILLEBRAND
No. 65410
Exp. 9/30/15
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STATE OF CALIFORNIA

AECOM
999 Town and Country Road
Orange, CA 92868
(714) 567-2400

PREPARED BY:
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Elevation = _____
Datum = _____
BENCHMARK # _____

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L.S. (number), EXP. (date)

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WDID No. XXX
CIP 0024

CITY OF WILDOMAR
PALOMAR STREET WIDENING
STREET IMPROVEMENTS
PLAN

SHEET No. 21
OF 51 **274**

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CONSTRUCTION NOTES

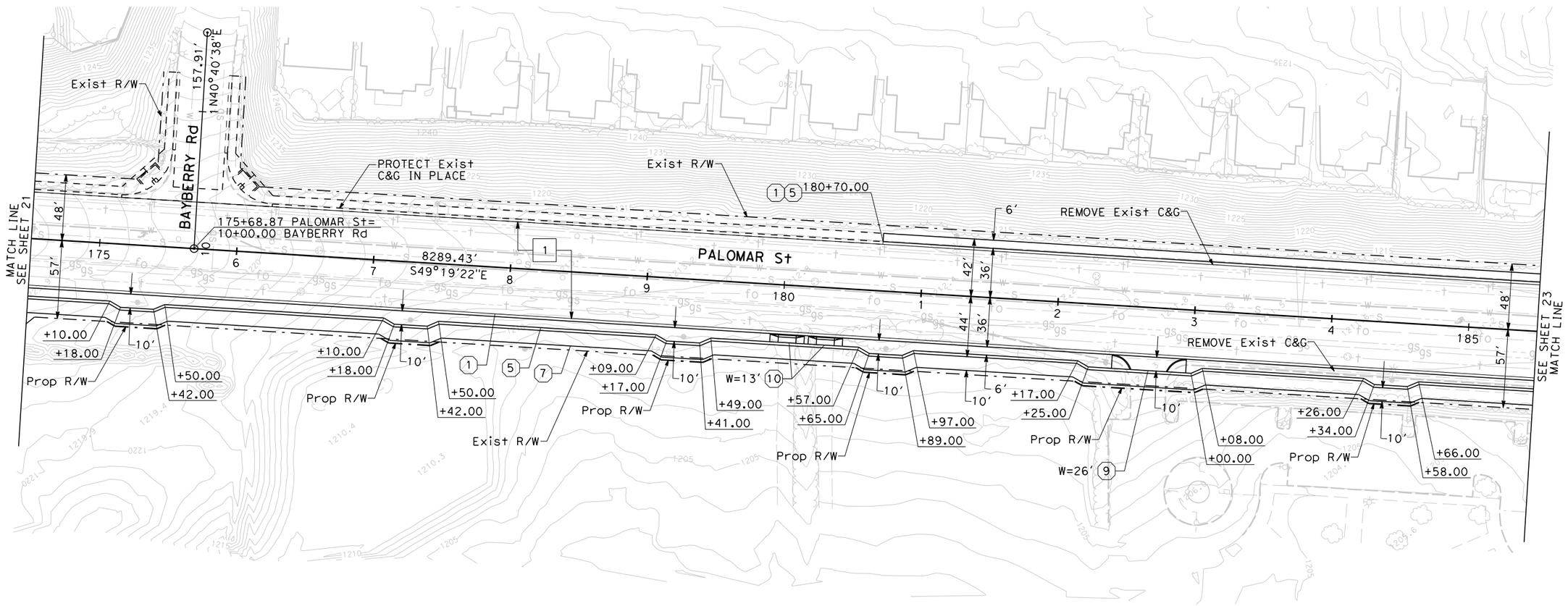
(1) CONSTRUCT TYPE "A-8" CURB PER RIVERSIDE COUNTY STD NO. 201

(5) CONSTRUCT CURB ADJACENT SIDEWALK PER RIVERSIDE COUNTY STD NO. 401

(7) CONSTRUCT MULTIPURPOSE TRAIL

(9) CONSTRUCT COMMERCIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 207A

(10) CONSTRUCT RESIDENTIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 207



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Datum =
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WDID No. XXX
CIP 0024
CITY OF WILDOMAR
PALOMAR STREET WIDENING
STREET IMPROVEMENTS
PLAN

SHEET No. 22
OF 51
275

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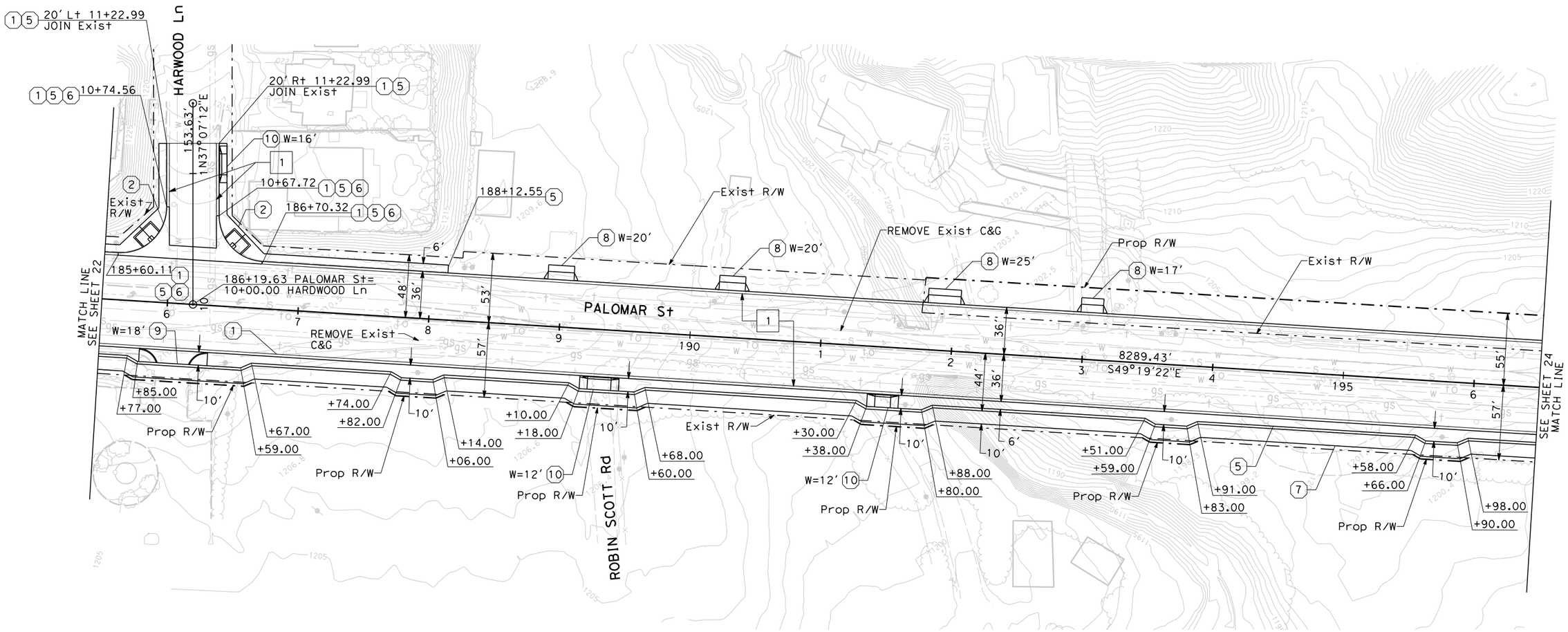

CONSTRUCTION NOTES

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9. CONSTRUCT COMMERCIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 207A
10. CONSTRUCT RESIDENTIAL DRIVEWAY PER RIVERSIDE COUNTY STD NO. 207

SCALE 1"=40'

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CIP 0024

CITY OF WILDOMAR
PALOMAR STREET WIDENING
STREET IMPROVEMENTS PLAN

SHEET No. 23
OF 51 **276**

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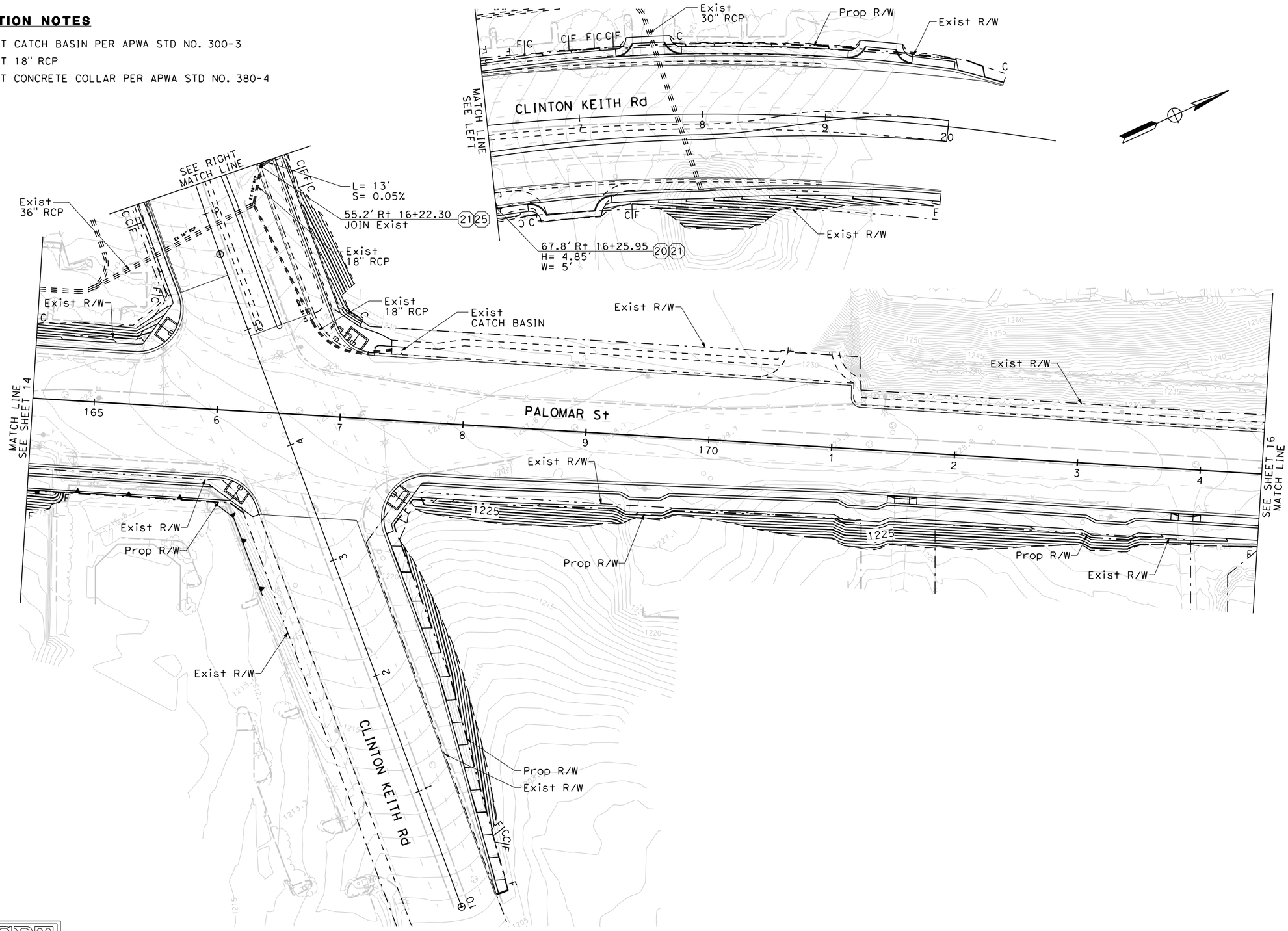
CONSTRUCTION NOTES

(20) CONSTRUCT CATCH BASIN PER APWA STD NO. 300-3
(21) CONSTRUCT 18" RCP
(25) CONSTRUCT CONCRETE COLLAR PER APWA STD NO. 380-4



SCALE 1"=40'

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ENGINEER | CITY

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CITY OF WILDOMAR
PALOMAR STREET WIDENING
GRADING AND DRAINAGE PLAN

SHEET No. 15
OF 21 277

PLOTTED => 4/3/2015
TIME PLOTTED => 5:20:09 PM

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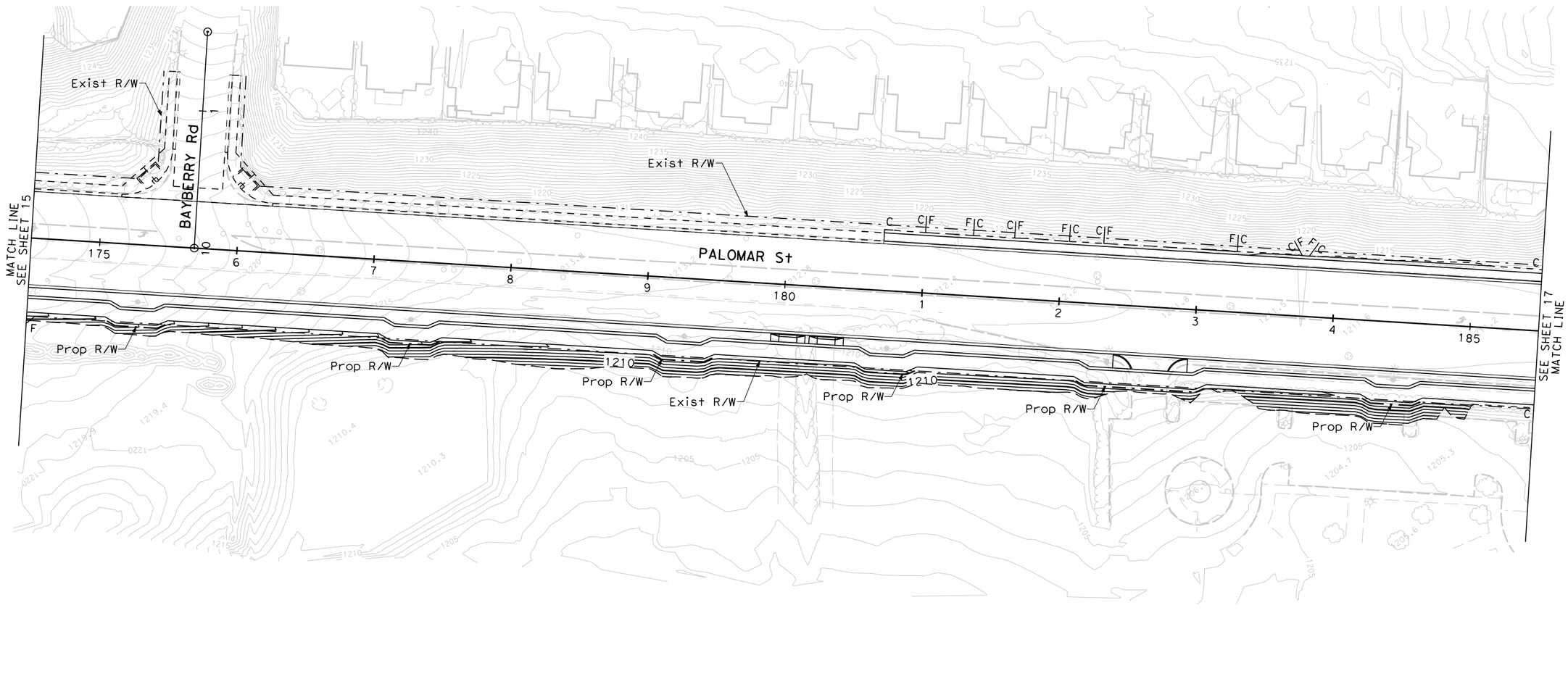

SCALE 1"=40'

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A PUBLIC SERVICE BY
UNDERGROUND SERVICE ALERT

NOTE:
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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

DRAFT

CITY OF WILDOMAR
ACCEPTED BY:
Date:
DAN YORK, City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
STEPHANIE HILLEBRAND
No. 65410
Exp. 9/30/15
CIVIL
STATE OF CALIFORNIA

AECOM
999 Town and Country Road
Orange, CA 92868
(714) 567-2400

PREPARED BY:
R.C.E. No. 65410 EXP. 9/30/2015

BENCHMARK:
Elevation =
Datum =
BENCHMARK #
THIS SURVEY WAS PERFORMED ON (date) BY (surveyor)
L.S. (number), EXP. (date)

SCALE:
H: As Noted V: As Noted

WDID No. XXX
CIP 0024

CITY OF WILDOMAR
PALOMAR STREET WIDENING
GRADING AND DRAINAGE PLAN

SHEET No. 16
OF 21 278

PLOTTED => 4/3/2015
TIME PLOTTED => 2:04:26 PM

USERNAME => Amaka_Okoro
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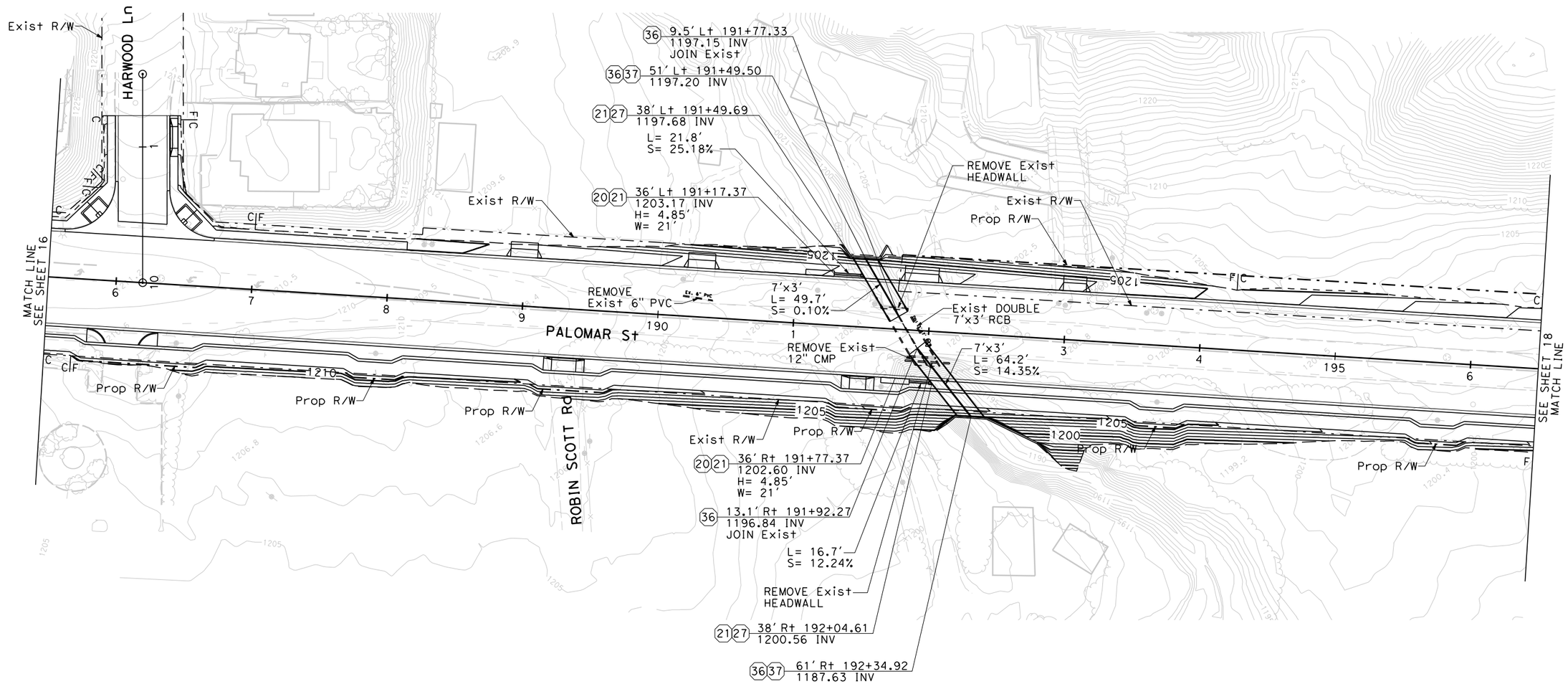
CONSTRUCTION NOTES

(20) CONSTRUCT CATCH BASIN PER APWA STD NO. 300-3
(21) CONSTRUCT 18" RCP
(27) CONSTRUCT JUNCTION STRUCTURE PER APWA STD NO. 333-2
(36) CONSTRUCT DOUBLE REINFORCED CONCRETE BOX PER CALTRANS STD NO. D81
(37) CONSTRUCT WINGWALL PER CALTRANS STD NO. D85



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ENGINEER — CITY

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(714) 567-2400

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WDID No. XXX
CIP 0024
CITY OF WILDOMAR
PALOMAR STREET WIDENING
GRADING AND DRAINAGE PLAN

SHEET No. 17
OF 21 279

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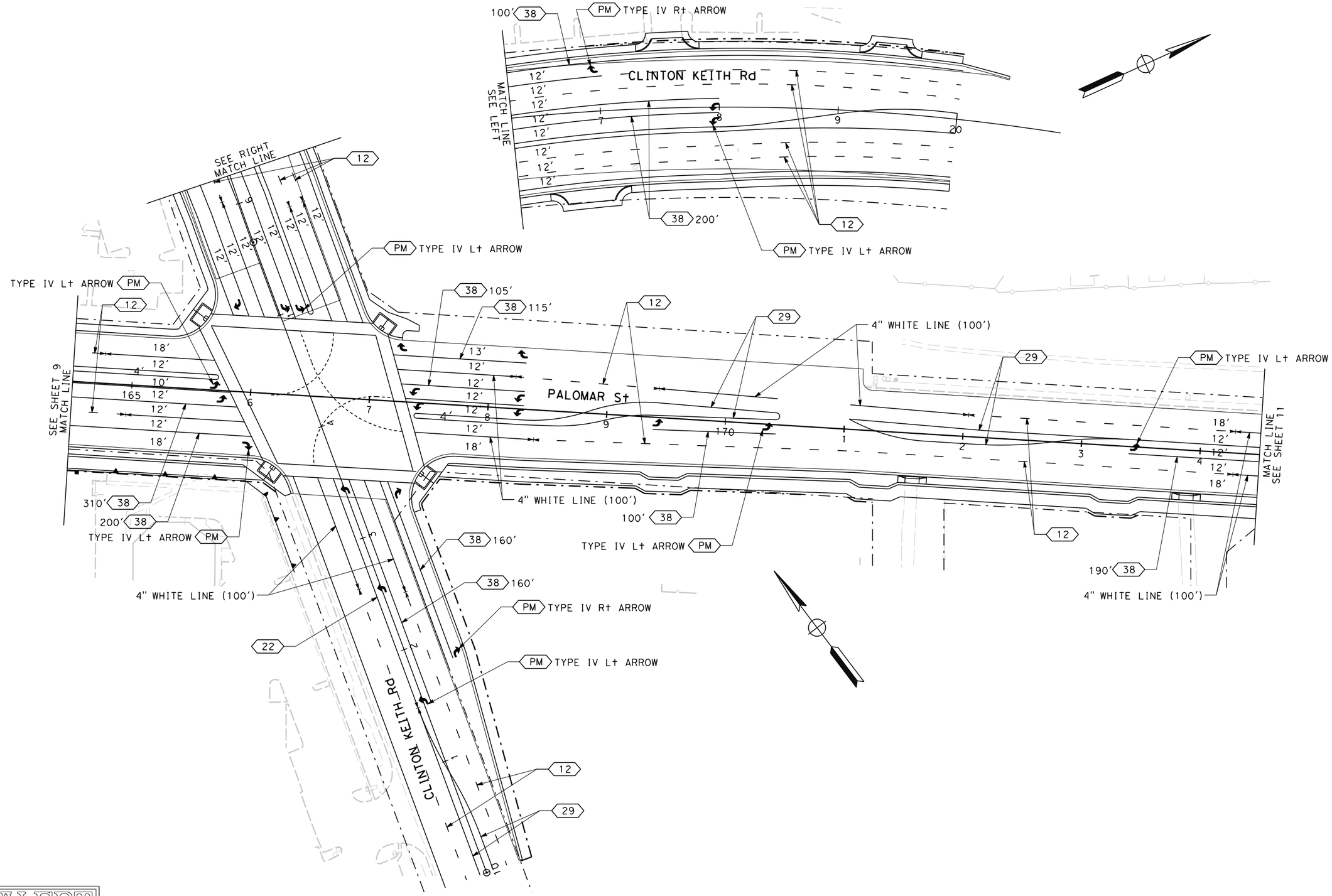

SCALE 1"=40'

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ACCEPTED BY:
Date:
DAN YORK, City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
DOUGLAS E. SMITH
No. 43549
Exp. 6/30/16
CIVIL
STATE OF CALIFORNIA

AECOM
999 Town and Country Road
Orange, CA 92868
(714) 567-2400

PREPARED BY:
R.C.E. No. 43549 EXP. 6/30/2016

BENCHMARK:
Elevation = _____
Datum = _____
BENCHMARK # _____

THIS SURVEY WAS PERFORMED ON (date) BY (surveyor) L.S. (number), EXP. (date)

SCALE:
H: As Noted V: As Noted

WDID No. XXX
CIP 0024

CITY OF WILDOMAR
PALOMAR STREET WIDENING
STRIPING PLAN

SHEET No. 10
OF 14 **280**

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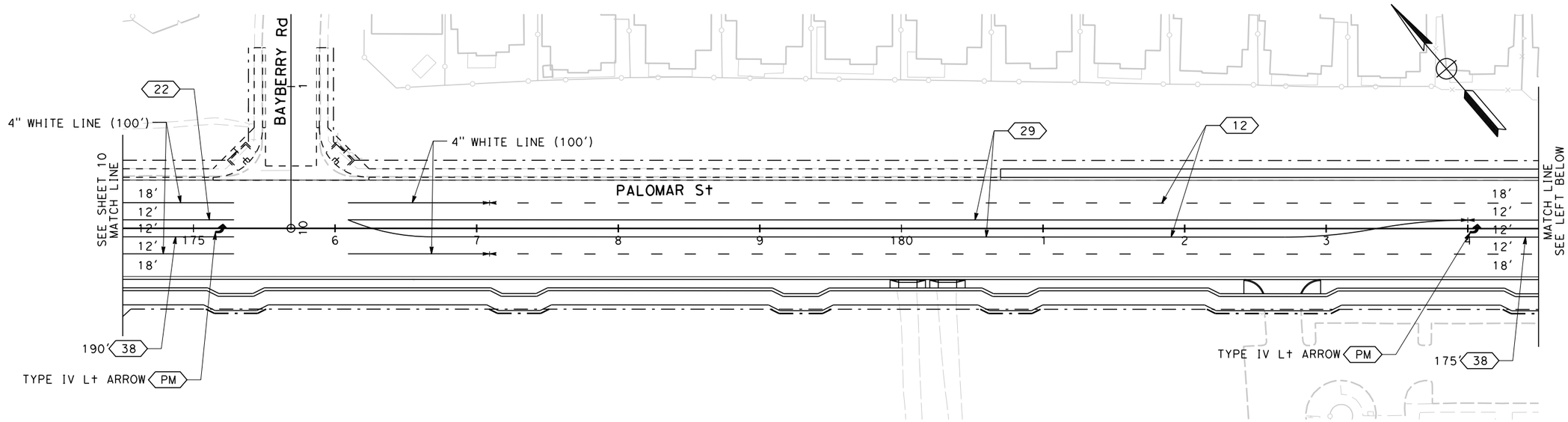

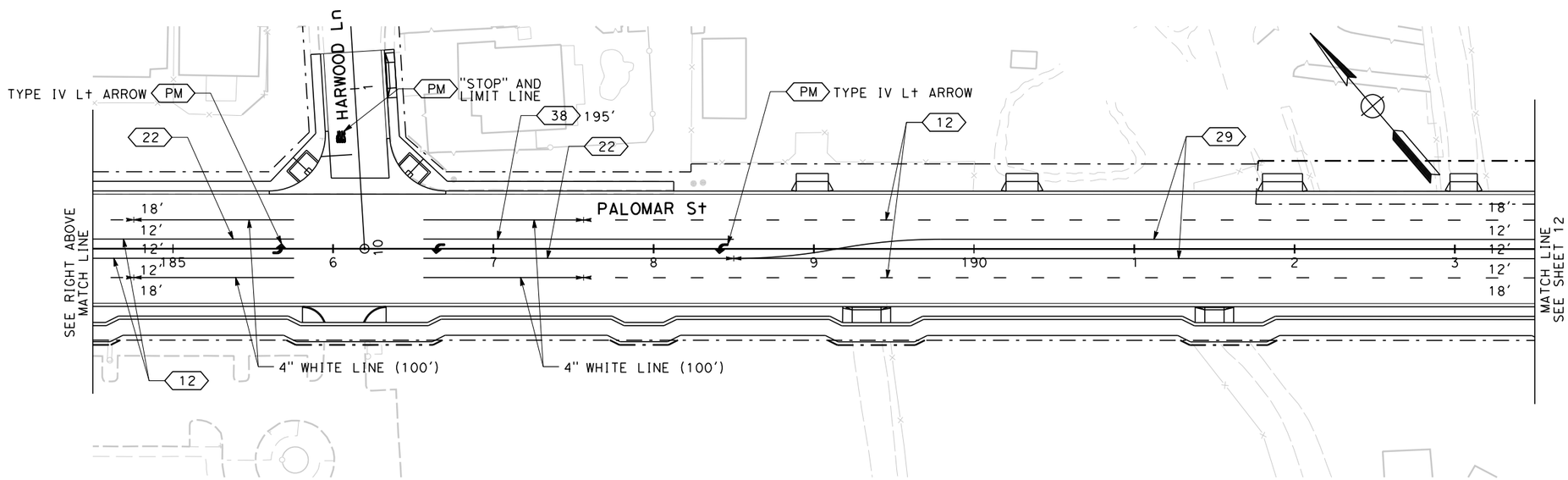

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CITY OF WILDOMAR
PALOMAR STREET WIDENING
STRIPING PLAN

SHEET No. 11
OF 14 **281**

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TIME PLOTTED => 2:05:58 PM

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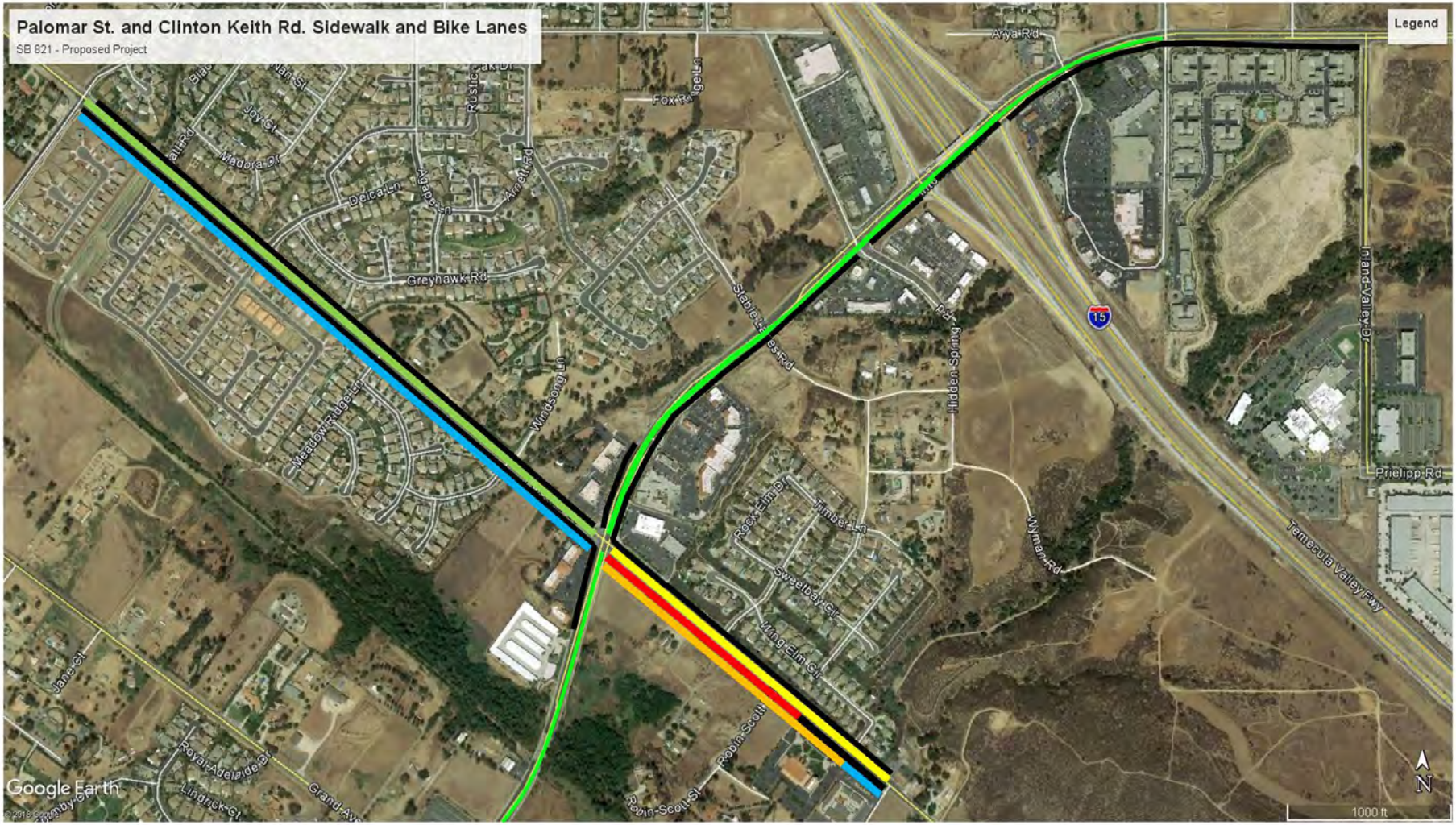
DGN FILE => J:\400-Mcad\Sheets\ng011.dgn

CITY OF WILDOMAR
Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)
BID LIST
4/24/2025

BASE BID

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE AND MISCELLANEOUS	1	LS	$ 50,000.00	$ 50,000.00
2	TRAFFIC CONTROL SYSTEM	1	LS	$ 50,000.00	$ 50,000.00
3	WATER POLLUTION CONTROL PROGRAM	1	LS	$ 25,000.00	$ 25,000.00
4	UNCLASSIFIED EXCAVATION, GRADING AND EARTHWORK	1	LS	$ 50,000.00	$ 50,000.00
5	CONSTRUCTION SURVEY/STAKING	1	LS	$ 15,000.00	$ 15,000.00
6	CONSTRUCT 8-INCH PCC CURB AND GUTTER PER COUNTY OF RIVERSIDE STD	1,400	LF	$ 55.00	$ 77,000.00
7	CONSTRUCT 4-INCH PCC SIDEWALK (6 FEET WIDE) PER COUNTY OF RIVERSIDE STD	8,400	SF	$ 10.00	$ 84,000.00
8	CONSTRUCT NEW CURB RAMP PER COUNTY OF RIVERSIDE STD	10	EA	$ 7,650.00	$ 76,500.00
9	CONSTRUCT 6-INCH PCC DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD	500	SF	$ 15.00	$ 7,500.00
10	CONSTRUCT AC BIKE LANE (2 INCH ARHM OVER 4-INCH BASE COURSE OVER 8-INCH CLASS II AGGEGATE BASE, 8 FEET WIDE)	12,000	SF	$ 8.75	$ 105,000.00
11	INSTALL BUFFERED BIKE LANE STRIPING AND SIGNAGE PER PLAN	1	LS	$ 15,000.00	$ 15,000.00
12	CONSTRUCT 4-INCH THICK DECOMPOSED GRANITE WITH STABILIZER OVER COMPACTED NATIVE SUBGRADE (10 FEET WIDE)	14,000	SF	$ 5.00	$ 70,000.00
13	CONSTRUCT POST AND ROPE BARRIER WITH 2-INCH ROPE	1,400	LF	$ 35.00	$ 49,000.00
14	RELOCATE EXISTING MAILBOXES AND ROADWAY SIGNAGE PER PLAN	30	EA	$ 450.00	$ 13,500.00
15	INSTALL BUFFERED BIKE LANE STRIPING AND SIGNAGE PER PLAN	1	LS	$ 15,000.00	$ 15,000.00
16	INSTALL STORMWATER BMP ROCK SWALE PER PLAN	1,400	LF	$ 18.00	$ 25,200.00

CONSTRUCTION SUBTOTAL BASE BID:	**$ 727,700.00**
CONSTRUCTION CONTINGENCIES (10%):	**$ 72,770.00**
CONSTRUCTION TOTAL BASE BID:	**$ 800,470.00**

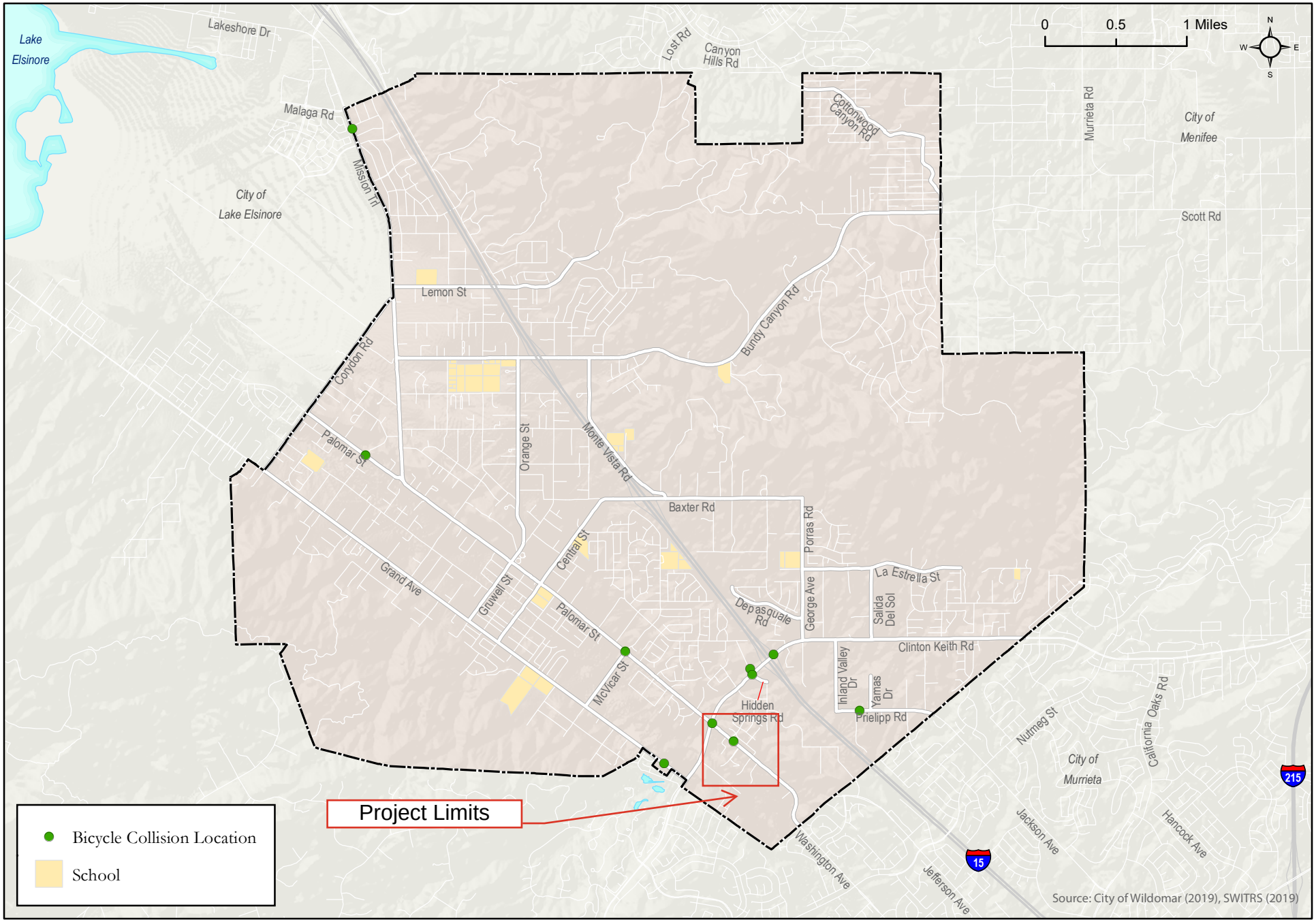


Red Lines	Missing Sidewalk	Yellow Lines	Missing Bike Lanes	Orange Lines	Missing Trail
Black Lines	Existing Sidewalk	Green Lines	Existing Bike Lanes	Blue Polygon	Existing Trail

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)
SAFETY PROJECT MAP EXHIBIT - MISSING ATP INFRASTRUCTURE
2025 SB 821 CALL FOR PROJECTS

SHEET NO.
1
OF 1 SHEETS



Wildomar Mobility Plan

Figure 4.12
Bicycle Collisions (October 2014 - October 2019)

CHEN RYAN

ATP Maps & Summary Data

The tool is designed to support the California Active Transportation Program (ATP), as well as active transportation users and practitioners throughout California. The tool utilizes interactive crash maps to allow users to track and document pedestrian and bicycle crashes and generate data summaries within specified project and/or community limits.

Step 1: Select the County/City, Bike/Ped, Severity, and Years

County: RIVERSIDE

City: WILDOMAR

☑ **Include 1 mile buffer outside of selected County/City**

Include State Highway Related Crashes: ☑ **Yes**

Involved With: ☑ **Pedestrian** ☑ **Bicycle**

Crash Severity: ☑ **Fatal** ☑ **Severe Injury** ☑ **Other Visible Injury** ☑ **Complaint of Pain**

year: 2013 - 2024 (A - 2023 - 2024 data is provisional and subject to change.)

Crash Summary for initial parameters defined above:

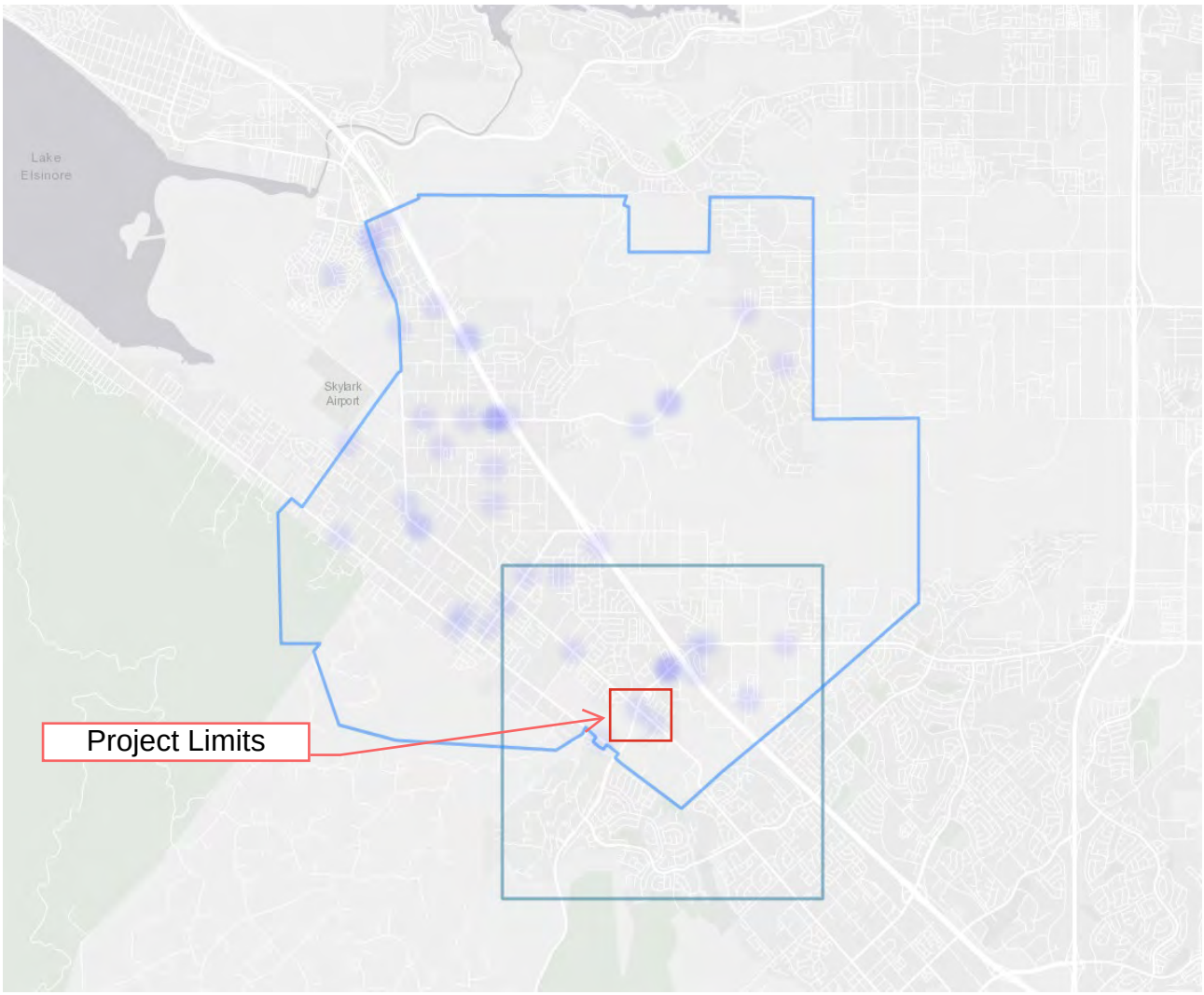
Number of Crashes by Crash Severity

Involved With	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Total
Bicycle	6	4	27	23	**60**
Pedestrian	15	13	28	31	**87**

County/City Heat Map:

Step 2: Identify your project area to develop a more localized Community Heat Map

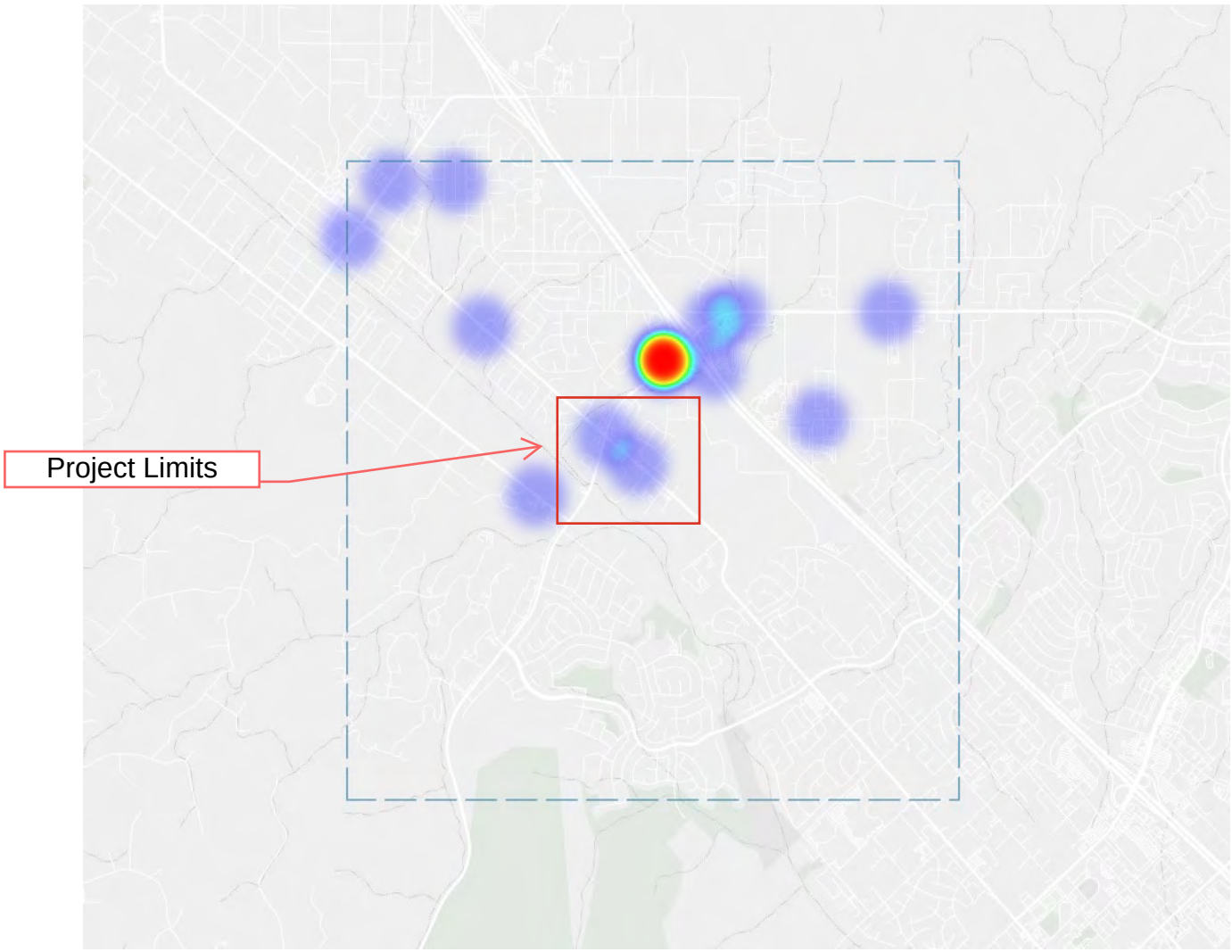
Select the size of your proposed project limits: <!-- Project has limits that are -->Less than 3 miles across



The heat map intensity scale is constant throughout the state.

Community Heat Map:

Step 3: Draw the project boundaries to get detailed crash data summaries and map



Palomar Street from Clinton Keith Road to Southern City Limit

COLLISION TYPE
- Rear End
- Sideswipe
- Broadside
- Head On
- Hit Object
- Overturned

LIGHTING CONDITION
- D Daylight
- L Dark (Street Lights)
- N Dark (No Lights)

COLLISION SEVERITY
- Fatal
- Severe/Visible Injury
- Complaint of Pain

TRAVEL MODES INVOLVED
- Bicycle
- Pedestrian
- Parked Car
- Vehicle Backing

Accident #55001032352447 is not mapped due to lack of collision type information.

Project Limits

City of Wildomar
Public Works Department

From 3/1/2015 to 3/31/2025

Total Collisions: 19
Injury Collisions: 8
Fatal Collisions: 1

Collision Summary Report

4/24/25

PALOMAR ST from CLINTON KEITH RD to HARWOOD LN

WI151750010 6/24/2015 08:00 Wednesday PALOMAR ST - BAYBERRY RD 150' Direction: South Daylight Clear Pty at Fault:1
Rear-End Parked Motor Vehicle Unsafe Speed 22350 Hit & Run: No Fatal # Inj: 0 # Killed: 1

Party 1 Bicyclist North Proceeding Straight Male Age: 51 TREK DOMONE Bicycle
Veh Type: Sobriety: HBD Impairment Un Assoc Factor: None Apparent M/C Helmet Driver - Yes Cell Phone Not In Use
Party 2 Parked Vehicle North Parked Age: 1997 SUBARU LEGACY Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: Assoc Factor: Not Stated

WI152670034 9/24/2015 18:29 Thursday CLINTON KEITH RD - PALOMAR ST 0' Direction: Not Stated Daylight Clear Pty at Fault:2
Head-On Bicycle Traffic Signals and Signs 21453(a) Hit & Run: No Other Visible Injury # Inj: 1 # Killed: 0

Party 1 Driver West Making Left Turn Male Age: 75 1999 CADILLAC SEVILLE Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Bicyclist Proceeding Straight Male Age: 22 Bicycle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent None in Vehicle Cell Phone Not In Use

WI161480016 5/27/2016 12:43 Friday PALOMAR ST - CLINTON KEITH RD 90' Direction: South Daylight Clear Pty at Fault:2
Rear-End Other Motor Vehicle Unsafe Speed 22350 Hit & Run: No Other Visible Injury # Inj: 2 # Killed: 0

Party 1 Driver North Stopped In Road Male Age: 48 2005 DODGE RAM 1500 Pickups & Panels
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver North Proceeding Straight Female Age: 2002 NISSAN SENTRA Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: Impairment Not Kno Assoc Factor: None Apparent Not Stated Cell Phone Not In Use

WI173050043 11/1/2017 20:10 Wednesday PALOMAR ST - CLINTON KEITH RD 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Other Other Motor Vehicle Unsafe Starting or Backing 22106 Hit & Run: Misde Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver North Backing Age: Two-Axle Truck No Injury
Veh Type: Sobriety: HBD Impairment Un Assoc Factor: None Apparent Not Stated Cell Phone Not In Use
Party 2 Driver North Stopped In Road Male Age: 54 2000 CHEVROLET ASTRO Mini Van No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

WI180330052 2/2/2018 19:26 Friday PALOMAR ST - CLINTON KEITH RD 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Head-On Other Motor Vehicle Driving Under Influence 23152(a) Hit & Run: Misde Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver North Making Right Turn Male Age: 55 2013 TOYOTA PRIUS Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Sobriety: HBD Under Influence Assoc Factor: None Apparent In Vehicle Used Hazardous Material
Party 2 Driver South Stopped In Road Male Age: 21 2011 AUDI A4 Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent In Vehicle Used Hazardous Material

WI182230034 8/11/2018 19:58 Saturday CLINTON KEITH RD - PALOMAR ST 0' Direction: Not Stated Daylight Clear Pty at Fault:2
Sideswipe Other Motor Vehicle Improper Turning 22107 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver East Proceeding Straight Female Age: 42 2015 HYUNDAI VELOSTER Passenger Car, Station Wagon, Jeep No Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used
Party 2 Driver East Changing Lanes Male Age: 22 2012 DODGE N/A Unknown Hit and Run Vehicle Involvem No Injury
Veh Type: Sobriety: HNBD Assoc Factor: Inattention Lap/Shoulder Harness Used

WI182990032 10/26/2018 18:25 Friday PALOMAR ST - ROBIN SCOTT ST 65' Direction: South Dark - No Street Clear Pty at Fault:1
Other Animal Unsafe Speed 22350 Hit & Run: No Other Visible Injury # Inj: 1 # Killed: 0

Party 1 Driver North Proceeding Straight Male Age: 34 2000 YAMAHA Motorcycle Other Visible Injury
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent M/C Helmet Driver - Yes Cell Phone Not In Use

WI200350051 2/4/2020 17:24 Tuesday PALOMAR ST - CLINTON KEITH RD 380' Direction: SOUTH Daylight Clear Pty at Fault:1
Broadside Other Motor Vehicle Auto R/W Violation 21801(a) Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver SOUT Making Left Turn F Age: 2005 CHEVROLET TAHOE Sport Utility Vehicle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver NORT Proceeding Straight M Age: 1997 TOYOTA COROLLA Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 3 Driver WEST Stopped In Road F Age: 2013 HONDA CIVIC Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use

WI203190036 11/14/2020 20:40 Saturday CLINTON KEITH RD - PALOMAR ST 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Hit Object Fixed Object Improper Turning 22107 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver WEST Proceeding Straight M Age: 18 2018 HONDA CIVIC Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Shoulder Harness Used Not Stated
Party 2 Driver EAST Proceeding Straight M Age: 64 2011 HYUNDAI SANTA FE Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Shoulder Harness Used Not Stated

WI210980062 4/8/2021 21:25 Thursday CLINTON KEITH RD - PALOMAR ST 0' Direction: Not Stated Dark - Street Ligh Clear Pty at Fault:1
Broadside Other Motor Vehicle Improper Turning 22107 Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver SOUT Making Right Turn F Age: 19 1997 FORD F-150 Two Axle Truck
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated
Party 2 Driver NORT Making Left Turn F Age: 18 2006 FORD FUSION Passenger Car, Station Wagon, Jeep
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Not Stated

WI211480034 5/28/2021 18:17 Friday PALOMAR ST - CLINTON KEITH RD 368' Direction: SOUTH Daylight Clear Pty at Fault:1
Broadside Other Motor Vehicle Auto R/W Violation 21801(a) Hit & Run: No Property Damage Only # Inj: 0 # Killed: 0

Party 1 Driver SOUT Making Left Turn F Age: 73 2013 LEXUS RX450 Sport Utility Vehicle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Lap/Shoulder Harness Used Cell Phone Not In Use
Party 2 Driver NORT Proceeding Straight M Age: 32 2017 YAMAHA MC Motorcycle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent M/C Helmet Driver - Yes Cell Phone Not In Use

WI211890045 7/8/2021 17:38 Thursday PALOMAR ST - ROBIN SCOTT ST 82' Direction: SOUTH Daylight Clear Pty at Fault:1
Broadside Other Motor Vehicle Improper Turning 22107 Hit & Run: No Complaint of Pain # Inj: 5 # Killed: 0

Party 1 Driver NORT Making U Turn F Age: 43 2017 HYUNDAI SONATA Sport Utility Vehicle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Shoulder Harness Used Not Stated
Party 2 Driver SOUT Proceeding Straight F Age: 73 2017 TOYOTA RAV4 Sport Utility Vehicle
Veh Type: Sobriety: HNBD Assoc Factor: None Apparent Shoulder Harness Used Not Stated

WI213420045	12/8/2021	17:07	Wednesday	PALOMAR ST - CLINTON KEITH RD	412'	Direction: SOUTH	Dark - Street Ligh	Clear	Pty at Fault:1	
	Broadside	Other Motor Vehicle		21755	Hit & Run: No	Property Damage Only	# Inj: 0	# Killed: 0		

Party 1 Driver	NORT	Proceeding Straight	M	Age: 43	2015 FORD	F-250	Two Axle Truck		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent		Shoulder Harness Used		Not Stated	
Party 2 Driver	SOUT	Making Left Turn	M	Age: 18	2015 VOLKSWAGEN	JETTA	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent		Shoulder Harness Used		Not Stated	

WI220830015	3/24/2022	11:32	Thursday	PALOMAR ST - BAYBERRY RD	100'	Direction: SOUTH	Daylight	Clear	Pty at Fault:1
	Sideswipe	Other Motor Vehicle		21755	Hit & Run: Misde	Property Damage Only	# Inj: 0	# Killed: 0	

Party 1 Driver	NORT	Passing Other Vehicle	M	Age:			Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: Impairment Not Kno		Assoc Factor: Violation				Cell Phone Not In Use	
Party 2 Driver	NORT	Proceeding Straight	M	Age: 71	1970 CHEVROLET	SS	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent		Unknown		Cell Phone Not In Use	

WI221480020	5/28/2022	15:13	Saturday	PALOMAR ST - CLINTON KEITH RD	0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Head-On	Other Motor Vehicle	Driving Under Influence	23152(f)	Hit & Run: No	Other Visible Injury	# Inj: 1	# Killed: 0	

Party 1 Driver	WEST	Proceeding Straight	M	Age: 44	2000 TOYOTA	TACOMA	Pickups & Panels		
Veh Type:		Sobriety: HBD Under Influence		Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use	
Party 2 Driver	SOUT	Proceeding Straight	F	Age: 20	2018 VOLKSWAGEN	TIGUAN	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Cell Phone Not In Use	

WI221650030	6/14/2022	15:50	Tuesday	PALOMAR ST - CLINTON KEITH RD	0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Rear-End	Other Motor Vehicle	Unsafe Speed	22350	Hit & Run: Felony	Complaint of Pain	# Inj: 1	# Killed: 0	

Party 1 Driver	EAST	Slowing / Stopping	Not Sta	Age:	FORD	EXPEDITION			
Veh Type:		Sobriety: Not Applicable		Assoc Factor: Violation				Not Stated	
Party 2 Driver	EAST	Stopped In Road	M	Age: 27	2016 KIA	RIO	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent		Lap Belt Used		Cell Phone Not In Use	

WI231090006	4/19/2023	07:26	Wednesday	CLINTON KEITH RD - PALOMAR ST	0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Vehicle - Pedestrian	Pedestrian	Unsafe Speed	22350	Hit & Run: No	Severe Injury	# Inj: 2	# Killed: 0	

Party 1 Driver	SOUT	Making Left Turn	M	Age: 29	2008 HONDA	CIVIC	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent		Lap/Shoulder Harness Used		Not Stated	
Party 2 Pedestrian	NORT	Proceeding Straight	F	Age: 74			Pedestrian		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent				Not Stated	
Party 3 Pedestrian	NORT	Proceeding Straight	M	Age: 78			Pedestrian		
Veh Type:		Sobriety: HNBD		Assoc Factor: None Apparent				Not Stated	

WI233550019	12/21/2023	14:49	Thursday	CLINTON KEITH RD - PALOMAR ST	0'	Direction: Not Stated	Daylight	Clear	Pty at Fault:1
	Other	Parked Motor Vehicle	Unsafe Starting or Backing	22106	Hit & Run: Misde	Property Damage Only	# Inj: 0	# Killed: 0	

Party 1 Driver	WEST	Backing	M	Age:	TOYOTA	CAMRY	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: HBD Impairment Un		Assoc Factor: None Apparent				Not Stated	
Party 2 Parked Vehicle	WEST	Parked	Not Sta	Age:	2014 HYUNDAI	ACCENT	Passenger Car, Station Wagon, Jeep		
Veh Type:		Sobriety: Not Applicable		Assoc Factor: None Apparent				Not Stated	

WI242910036	10/17/2024	12:44	Thursday	PALOMAR ST - CLINTON KEITH RD	70'	Direction: NORTH	Daylight	Clear	Pty at Fault:1
	Rear-End	Other Motor Vehicle	Unsafe Speed	22350	Hit & Run: No	Other Visible Injury	# Inj: 2	# Killed: 0	

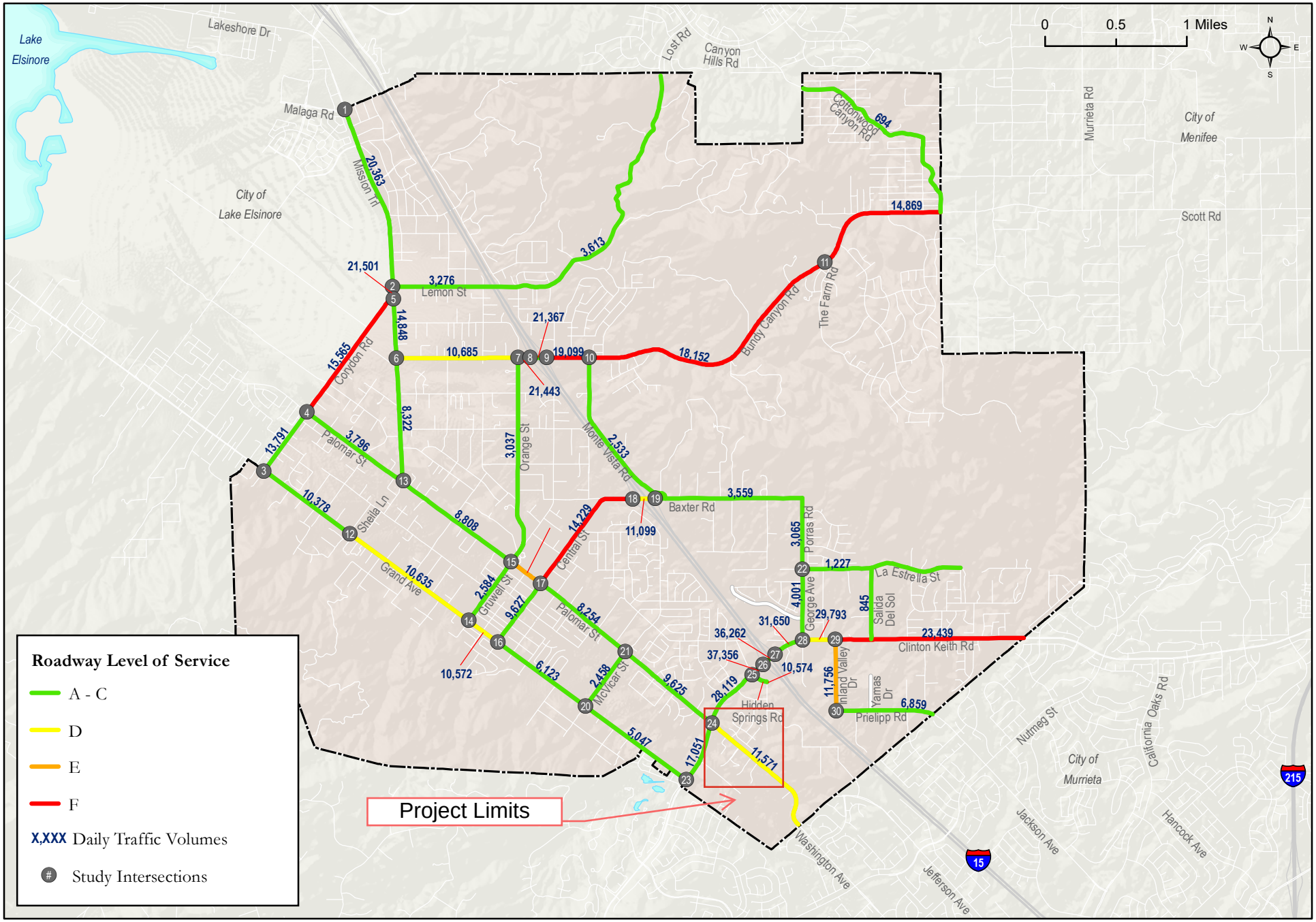
Party 1	Driver	SOUT	Proceeding Straight	M	Age:	1999	TOYOTA	SIENNA	Mini Van
Veh Type:			Sobriety: Impairment Not Kno		Assoc Factor: None Apparent			Unknown	Not Stated
Party 2	Driver	SOUT	Stopped In Road	M	Age: 55	2018	CHEVROLET	VOLT	Passenger Car, Station Wagon, Jeep
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Not Stated
Party 3	Driver	SOUT	Stopped In Road	M	Age: 41	2002	FORD	ECONOLINE	Other Commercial
Veh Type:			Sobriety: HNBD		Assoc Factor: None Apparent			Lap/Shoulder Harness Used	Not Stated

Segment Length: 0.38 miles (1,998')

Collisions per mile: 50.21

Settings for Query:

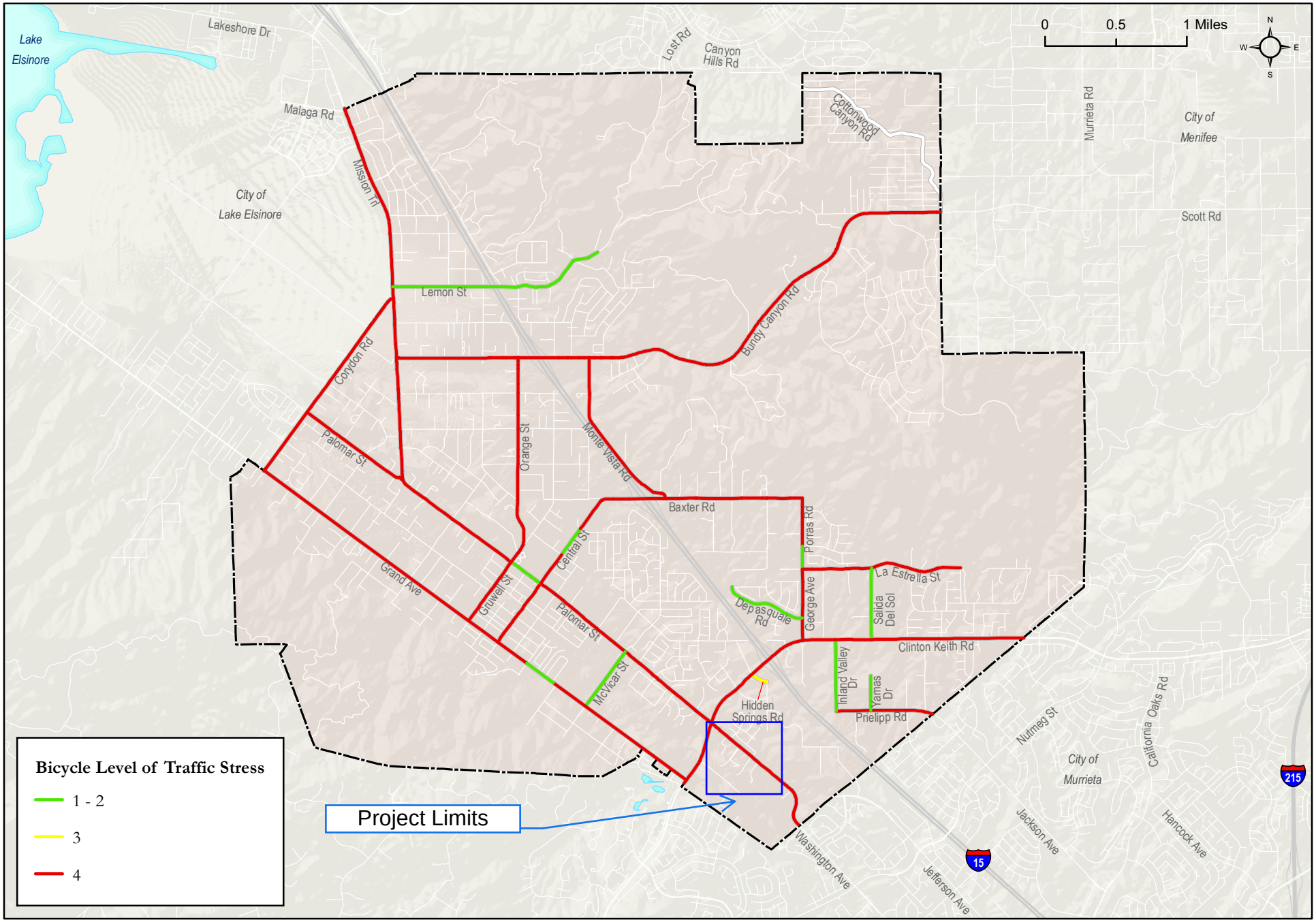
Segment: PALOMAR ST between CLINTON KEITH RD and HARWOOD LN
Include Intersection Related at Limit 1 (CLINTON KEITH RD): True
Include Intersection Related at Limit 2 (HARWOOD LN): True
Include Intersection Related at Intermediate Intersections: True
City: Wildomar
Sorted By: Date and Time



Wildomar Mobility Plan

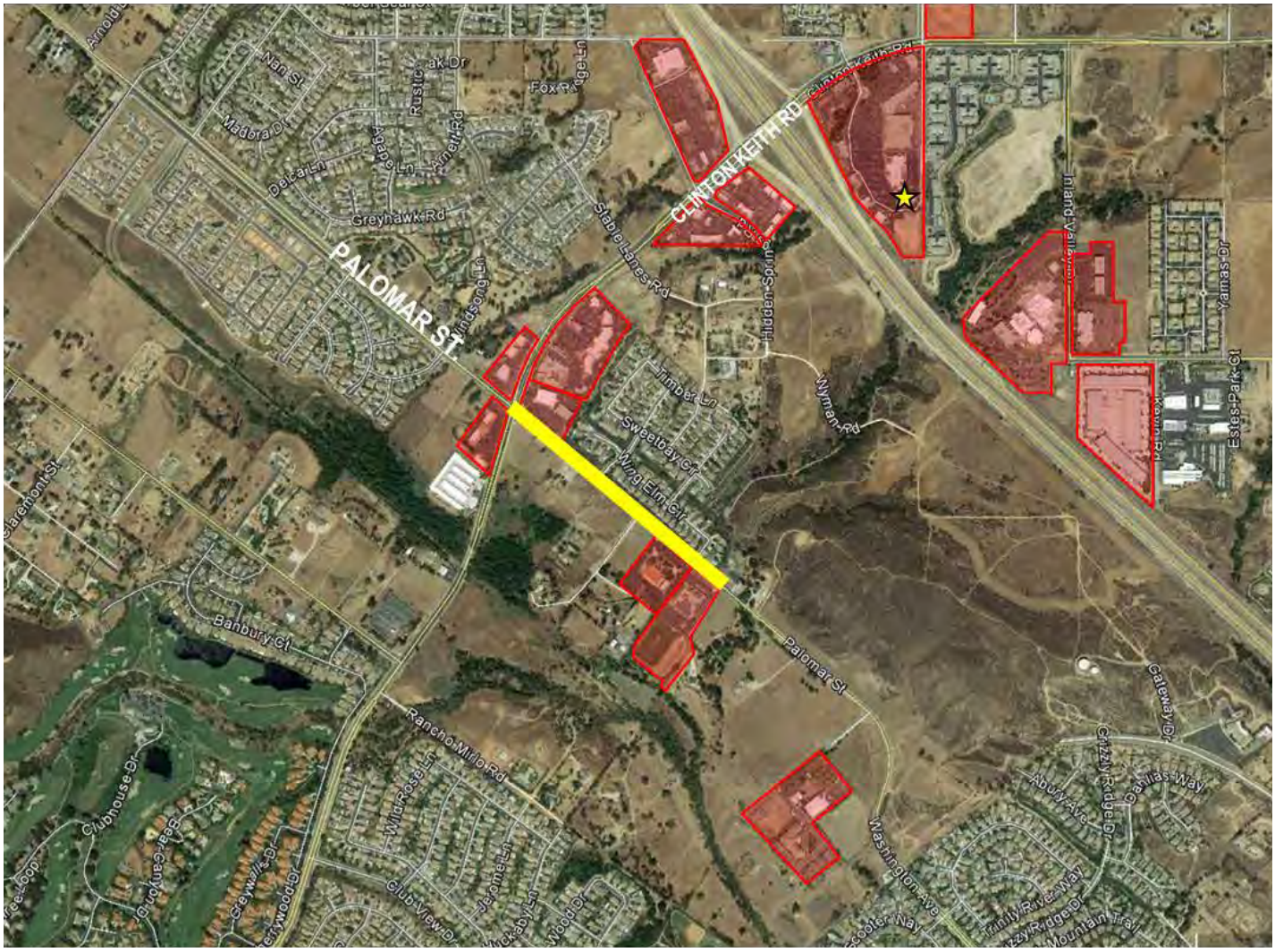
Figure 4.18
Daily Traffic Volumes and Roadway Level of Service

CHEN RYAN


Lake Elsinore
Lakeshore Dr
Malaga Rd
Mission Trl
City of Lake Elsinore
Lost Rd
Canyon Hills Rd
Cottonwood Canyon Rd
Murrieta Rd
City of Menifee
Scott Rd
0
0.5
1 Miles
N
S
W
E
Lemon St
Bundy Canyon Rd
Conyden Rd
Palomar St
Orange St
Monte Vista Rd
Baxter Rd
Central St
Porras Rd
La Estrella St
Grand Ave
Gruwell St
Palomar St
Depasquale Rd
George Ave
Salida Del Sol
Clinton Keith Rd
McVicar St
Inland Valley Dr
Yamas Dr
Hidden Springs Rd
Prielipp Rd
Nutmeg St
California Oaks Rd
City of Murrieta
215
Jackson Ave
Hancock Ave
Washington Ave
Jefferson Ave
15
Bicycle Level of Traffic Stress
1 - 2
3
4
Project Limits

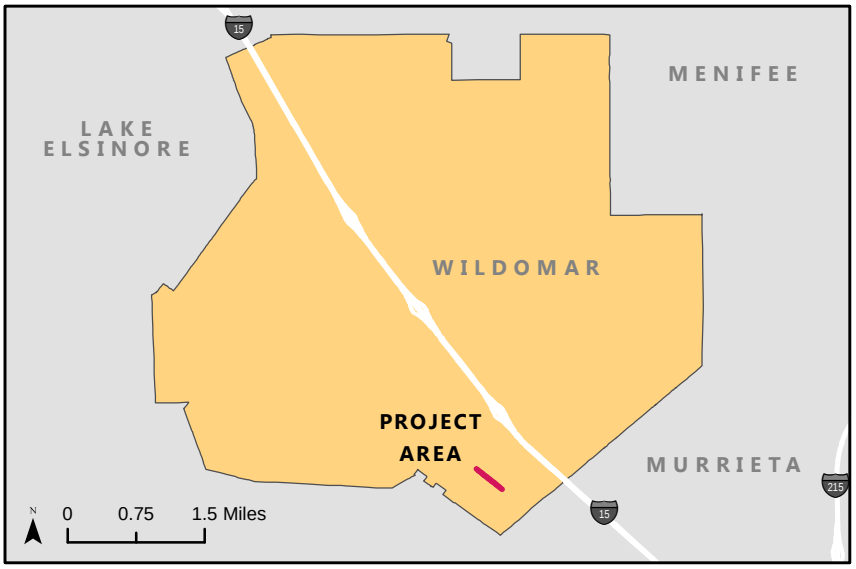
Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)

Project Location Map



LEGEND

PROJECT LIMITS	DESTINATIONS SERVED BY PROJECT (SEE SEPARATE EXHIBIT)	CITY HALL



Source: Southern California Association of Governments (2022,

LEGEND

- CLASS II BIKE LANES (EXIST.)
- NEW CLASS II BIKE LANES
- NEW ROAD WIDENING
- EXIST. SIDEWALK
- NEW SIDEWALK
- NEW MULTI-PURPOSE TRAIL
- DESTINATION SERVED BY PROJECT (SEE SEPARATE EXHIBIT)

DESTINATIONS SERVED

1	SYCAMORE ACADEMY (SCHOOL)
2	WORLD HARVEST CHURCH
3	MURRIETA SPRINGS SEVENTH DAY ADVENTIST CHURCH AND SCHOOL (EXISTING)

NOTE
NEW IMPROVEMENTS SHOWN HERE-ON ARE PROPOSED BY THE PROJECT AND CURRENTLY DO NOT EXIST.

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)
PROJECT BACKGROUND & PROJECT DESCRIPTION MAP — PROPOSED IMPROVEMENTS
2025 SB 821 CALL FOR PROJECTS

SHEET NO.
2
OF 2 SHEETS

Palomar Street at Clinton Keith Intersection, Looking South:
Missing Sidewalk and Trail on West Side (Right)
Missing Bike lanes on East & West Side

Palomar Street at Corduroy Intersection, Looking South:
Missing Sidewalk and Trail on West Side (Right)
Missing Bike lanes on East & West Side

Palomar Street at Robin Scott Intersection, Looking South:
Missing Sidewalk and Trail on West Side (Right)
Missing Bike lanes on East & West Side

Palomar Street at Harwood Lane Intersection, Looking South:
Existing Sidewalk and Trail on West Side (Right)
Missing Bike lanes on East & West Side

Palomar Street at Sycamore Academy, Looking South:
Existing Sidewalk and Trail on West Side (Right)
Missing Bike lanes on East & West Side

Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)

Active Transportation Plan

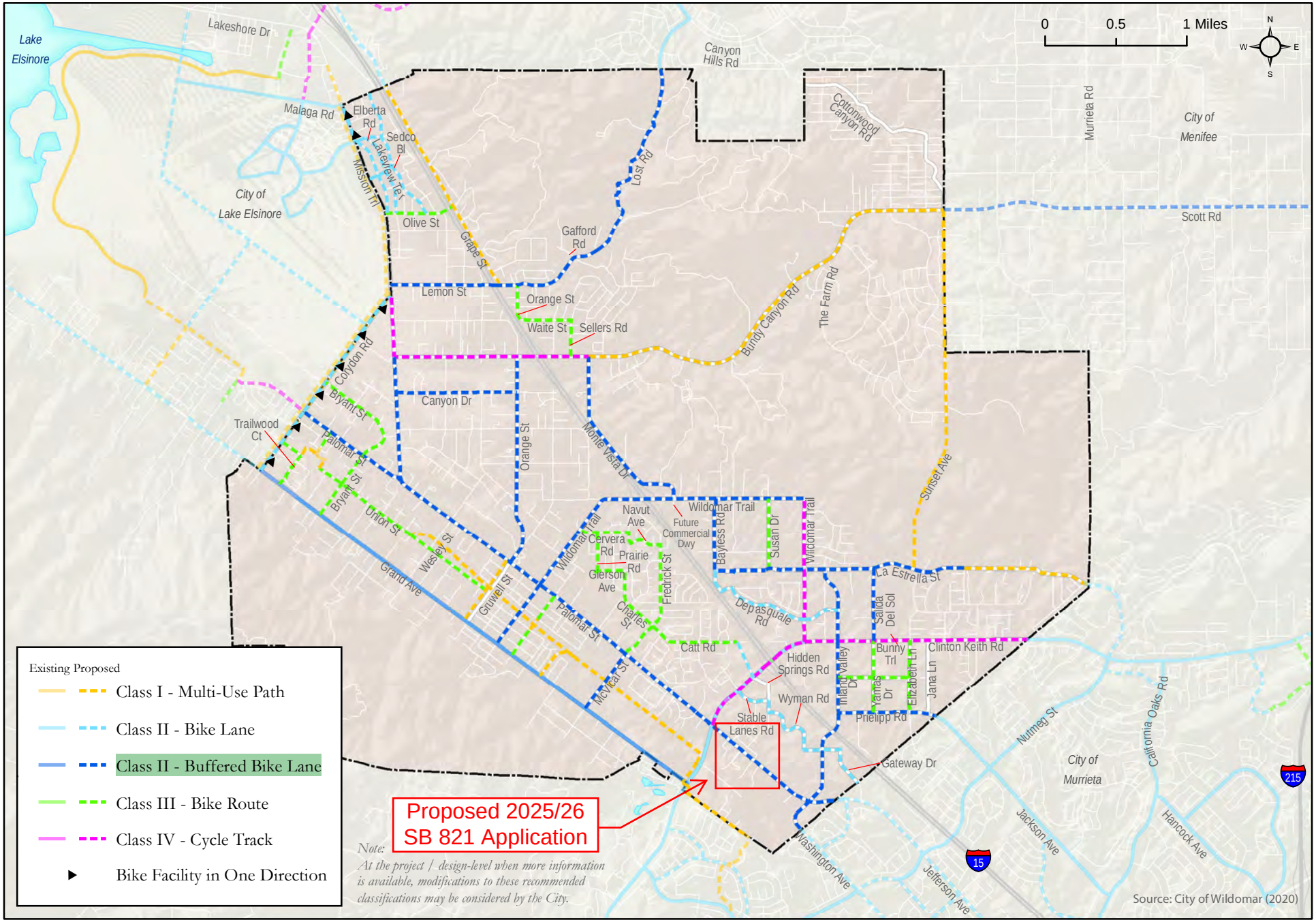


Figure 4-1 Planned Pedestrian Routes

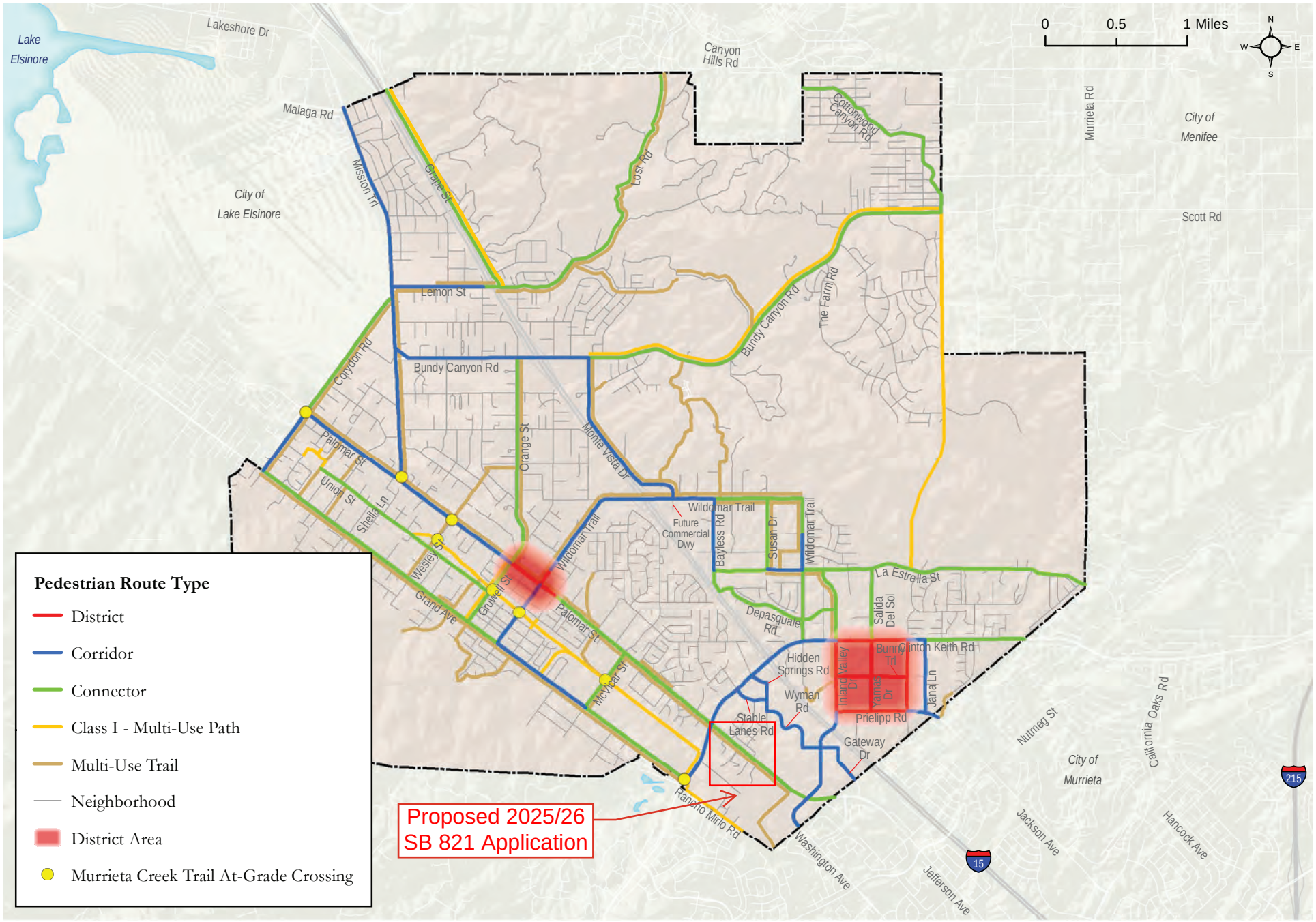


Figure 4-3 Planned Multi-Use Trails

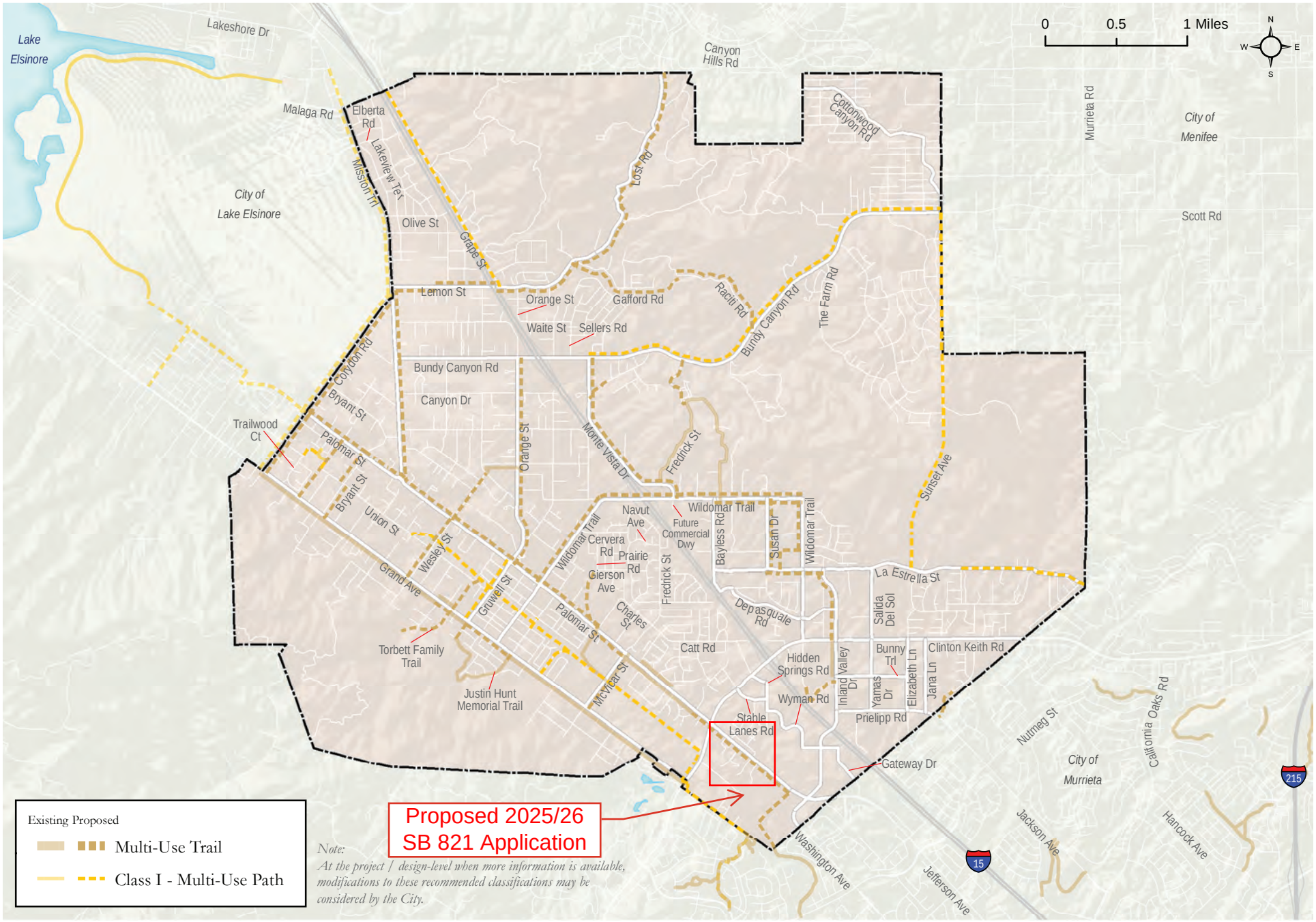
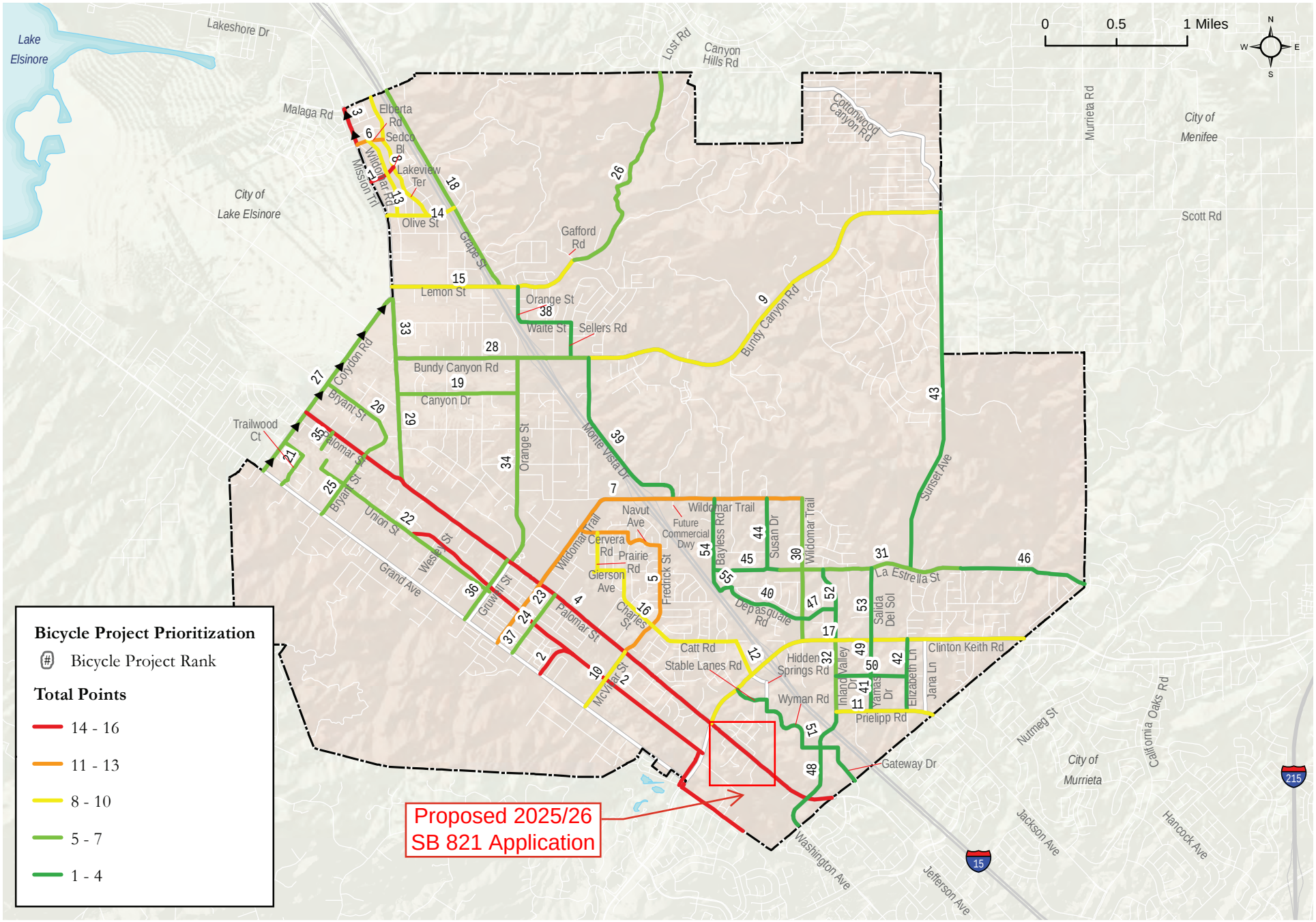


Figure 5-1 Bicycle Project Prioritization



Bicycle Projects

Figure 5.1 presents the prioritization results for the planned bicycle facilities. **Table 5.2** shows the top 10 bicycle projects, while the full list of prioritization results is provided in Appendix H. The prioritization results are intended to guide the City in its efforts to build out the proposed networks. Many other considerations, however, factor into a project being selected for implementation, such as the need for adjacent property redevelopment, total funds required, grant cycle funding, and jurisdictional coordination.

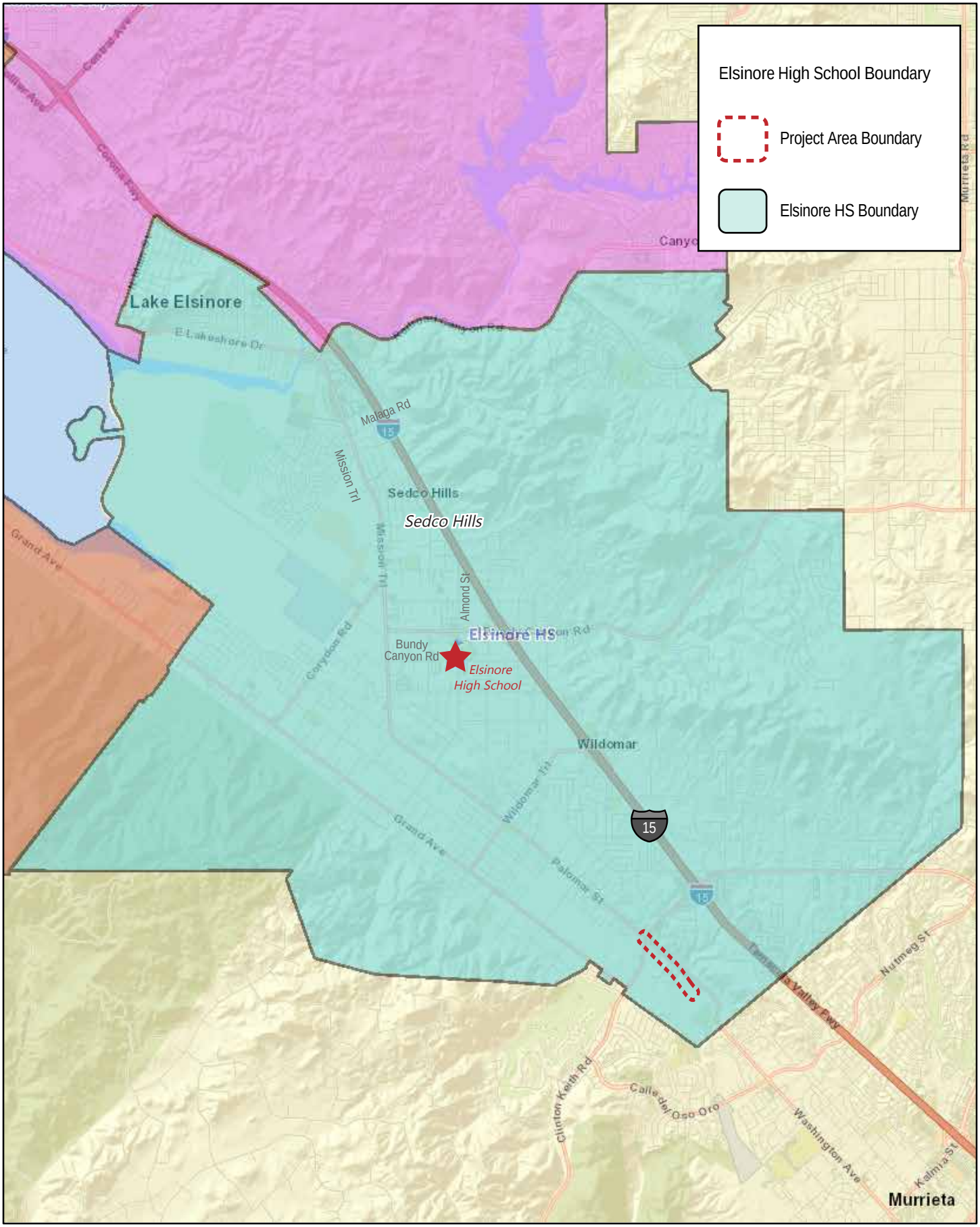
Additionally, this plan identifies four Class IV cycle tracks. Interim improvements may be made to incrementally achieve the desired project, while considering funding constraints yet still providing near-term benefits. For example, buffered bike lanes can be striped through roadway resurfacing efforts as an interim improvement, thus capturing the right-of-way required for a cycle track and providing additional horizontal separation between cars and people on bikes. The physical separation – which may consist of bollards, a raised median, or other material – can be added once the additional funding is identified.

Table 5-2 Bicycle Facility Prioritization Results

Rank	ID	Facility Type	Street	From	To	Propensity	School	Regional	Collision Score	CES Score	DAC	Staff	Total
1	5	Class II Bike Lane	Sedco Boulevard	Mission Trail	Lakeview Terrace	3	0	2	5	2	2	2	16
2	25	Class I Bike Path	Murrieta Creek Trail	Sundrops Lane	Southern City Limit	1	4	2	5	1	0	2	15
3	1	Class II Bike Lane (One Way / Northbound)	Mission Trail	Malaga Road	Elberta Road	1	0	2	5	2	2	2	14
4	22	Class II Buffered Bike Lane	Palomar Street	Corydon Road	Southern City Limit	2	2	2	5	1	0	2	14
5	32	Class III Bike Route	Cervera Rd/Navut Ave/Fredrick St	Wildomar Trail	Palomar Street	3	4	0	2	1	0	2	12
6	4	Class II Bike Lane	Elberta Road	Mission Trail	Lakeview Terrace	3	0	2	0	2	2	2	11
7	6	Class II Bike Lane	Crescent Avenue	Elberta Road	Olive Street	3	0	2	0	2	2	2	11
8	28	Class II Buffered Bike Lane	Wildomar Trail	Grand Avenue	Wildomar Trail	3	4	2	0	1	0	1	11
9	2	Class II Bike Lane	Lakeview Terrace	Northern City Limit	Olive Street	3	0	2	0	2	2	1	10
10	15	Class I Bike Path	Bundy Canyon Road	Monte Vista Drive	Eastern City Limit	0	0	2	5	1	0	2	10

Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)

Elsinore High School Boundary (2,065 Students served by Project)



C+R

Source: Lake Elsinore Unified School District / Davis Demographics (2022)

NORTH
(no scale)

▬	PROJECT AREA
🚌	RIVERSIDE TRANSIT AGENCY (RTA) BUS STOP
TOTAL TRANSIT SERVED: 14 BUS STOPS	

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT
23873 CLINTON KEITH RD., SUITE 201
WILDOMAR, CA 92595

PALOMAR STREET SIDEWALK AND BIKE LANES PROJECT
MULTIMODAL ACCESS PROJECT MAP
2025 SB 821 CALL FOR PROJECTS

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to

include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.

5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.
13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
16. Awarded agencies can commence reimbursable project activities on July 1 of the Call

for Project fiscal year cycle. E.g.: for FY 25/26 Call for Projects, reimbursable work starts on July 1, 2025.

17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 25/26 Call for Projects, MOUs must be executed by October 1, 2025

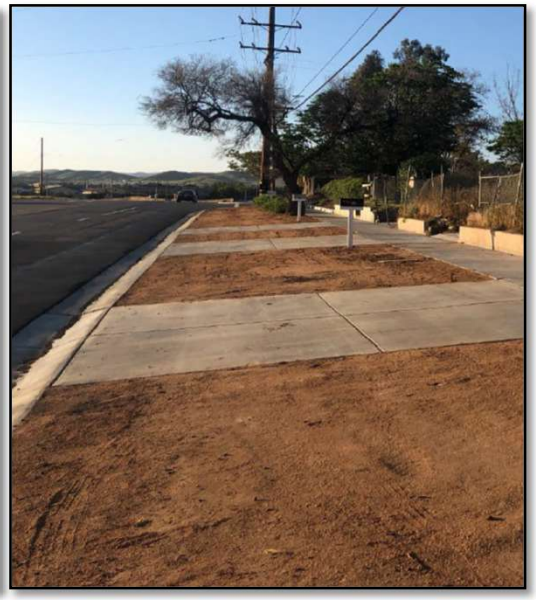
CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Mission Trail/Sedco Sidewalk (CDBG) (Phase 3)**	**CIP NO.:**	044-3	**DEPT:**	Public Works
LOCATION:	Mission Trail (between Malaga Rd. and Elberta Ave.)	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Cameron Luna
INITIATED:	FY 19/20				

PROJECT DESCRIPTION AND EXHIBIT

This project will design and construct curb, gutter, sidewalk, and driveway approaches on the east side of Mission Trail. This is Phase 3 of the Sedco (Mission Trail) sidewalk project which will create a contiguous walking path on Mission Trail from Malaga Rd. to Olive St.

This project closes a key infrastructure "gap" where these improvements would enhance the mobility of pedestrians and provide new connectivity to amenities like Malaga Park, and other regional points of interest like Lake Elsinore Storm Stadium.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	20,000				20,000	-	-	-	-
Right-of-Way	10,000				10,000	-	-	-	-
Construction	1,155,000				1,155,000	-	-	-	-
Const Admin/Inspect.	158,000				158,000	-	-	-	-
Total Cost:	**$ 1,343,000**				**$ 1,343,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
206 - CDBG	$ 132,515				$ 132,515	$ -	$ -	$ -	$ -
120 - Measure AA	-				-	-	-	-	-
201 - Measure A	188,000				188,000	-	-	-	-
202 - TDA Fund	726,000				726,000	-	-	-	-
Unfunded	296,485				296,485	-	-	-	-

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

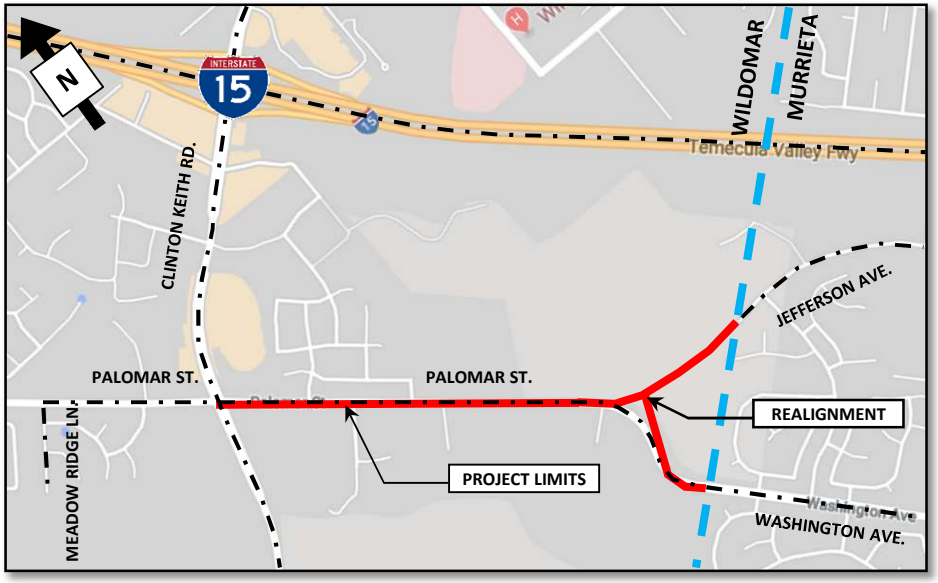
PROJECT SUMMARY					
PROJECT TITLE:	**Palomar St. Widening Project (Phase 3)**	**CIP NO.:**	028-3	**DEPT:**	Public Works
LOCATION:	Clinton Keith Rd. to south City Limits/Murrieta	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Ninette Eva
INITIATED:	FY 19/20				

PROJECT DESCRIPTION AND EXHIBIT

This project will widen Palomar St. to its ultimate width to provide four lanes of travel with a bike lane, sidewalk and multi-purpose trail on the west side.

This project addresses the projected increase in traffic volumes and the need to provide bike lane, pedestrian access and path of travel to existing school, church and commercial areas.

**Note: The environmental phase of this project was covered under CIP 028-1 and has been completed.*



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ 15,000				$ 15,000	$ -	$ -	$ -	$ -
Design/PS&E	225,000				100,000	100,000	25,000	-	-
Right-of-Way	200,000				-	150,000	50,000	-	-
Construction	800,470				-	-	800,470	-	-
Const Admin/Inspect.	150,000				-	-	150,000	-	-
Total Cost:	**$ 1,390,470**				**$ 115,000**	**$ 250,000**	**$ 1,025,470**	**$ -**	**$ -**
FUNDING SOURCES									
503 - TUMF	$ 365,000				$ 115,000	$ 250,000	$ -	$ -	$ -
202 - TDA Fund	525,235				-	-	525,235	-	-
Unfunded	500,235				-	-	500,235	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: August 13, 2025

SUBJECT: Construction Contract Award - Catch Basin Filter Retrofit Project (CIP 091)

SUBMITTED BY: Cameron Luna, Associate Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
1. Authorize the Interim City Manager to execute a construction contract with Storm Drain Innovate Solutions Inc. (SWIS) in the amount of $299,000.46 for the Catch Basin Filter Retrofit Project (CIP 091) (Project) and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $29,900 (contingency).

3. Approve a supplemental appropriation for Fund 601 (LLMD) to add $75,000 in expenditures for the Project.

4. Make a finding that the Catch Basin Filter Retrofit Project, CIP 091, is exempt from the provisions of the California Environmental Quality Act (CEQA) and Multiple Species Habitat Conservation Plan (MSHCP) fees.

SUMMARY:
Within certain Landscape and Lighting Maintenance District Zones, the City maintains catch basin filters that remove pollutants from stormwater runoff. As part of the City's routine LLMD maintenance in these zones and as part of the catch maintenance, the City is proposing to replace the existing filters with new filters that provide enhanced pollutant removal and trash capture.

BACKGROUND:

The City's current Capital Improvement Program (FY 2025/2026 CIP) and City budget were approved and adopted in June 2025. Included in the adopted FY 2025/2026 CIP and budget is the Catch Basin Filter Retrofit Project (CIP 091) (Project). The Project includes retrofitting 49 catch basin Fossil Filters (stormwater pollution treatment filters) within Zones 52, 59, 62 and 67 of the City's Landscape and Lighting Maintenance District 89-1C. The Fossil Filters are proprietary filter units that are installed within various catch basins to remove certain pollutants from stormwater runoff before the runoff reaches the storm drain system and downstream water bodies. The filters were installed when the zones were originally constructed and the City has maintained these filters through the LLMD.

As part of the City's LLMD maintenance program, the City is proposing to replace the existing filters with new filters that provide enhanced pollutant removal and trash capture. The enhanced pollutant removals will help improve stormwater quality and help further the City's efforts in achieving City and watershed goals, consistent with the Santa Margarita Water Quality Improvement Plan, to reduce the level of nutrients in stormwater runoff. The filters will also help the City in its efforts to comply with the California Water Resources Control Board's and the San Diego Water Quality Control Board's mandates which require the City to install trash capture devices within certain land use areas to reduce the amount of trash reaching downstream waterbodies.

DISCUSSION:

A combined bid package for the Project which included construction plans, technical specifications, and bid documents were prepared and advertised for construction bids. The project was advertised for bids on June 26, 2025. Bids were accepted until 3:00 pm on July 22, 2025. The City Clerk received three (3) timely bids, as summarized in Table 1 below. The Engineer's Estimate for the Project was $380,212.

Table 1 - Bid Summary for Project

CONTRACTOR	BID AMOUNT
Gentry General Inc.	$455,000.00
Heed Engineering	$347,700.00
Storm Water Innovative Solutions Inc.	$299,000.46

Staff has reviewed the bid packages submitted by the bidders, checking the bid packages for compliance with the contract documents and has determined that Storm Water Innovate Solutions, Inc. (SWIS) is the responsible bidder submitting the lowest responsive bid. No material irregularities were found in any the bids received. SWIS holds a valid Class A General Contractor’s license in the State of California, with no enforcement actions listed. Their license expires on 3/31/2026.

The Experience/Qualifications Statement that was submitted with the bid documents indicate that SWIS has engaged in contracting under the current name for nine years and has not failed to satisfactorily complete a contract. A list of three (3) completed projects were listed for reference, all of which are public works projects ranging in value from $18,131 to $92,605. These projects were completed for different agencies: City of Coronado, City of Thousand Oaks, and City of San Juan Capistrano. SWIS's Bid Proposal is included as Attachment A.

The construction contract allows 20 working days to complete the required work. If approved, the Notice to Proceed is planned to be issued to the contractor on October 6, 2025, allowing time for the completion of pre-construction activities, in which case the contract completion is projected to be October 31, 2025 (barring time extensions due to change orders or inclement weather). The contract is included as Attachment B. Staff recommends the City Council authorize the Interim City Manager to execute the Construction Contract with SWIS.

Staff also recommends that the City Council authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $29,900 (contingency).

ACCOUNT CODE:
Budget Amendments
Fund 601 - LMD Zone 52: Increase Expenditures by $42,887 ($17,109 reserved for contingency)
Fund 601 - LMD Zone 59: Increase Expenditures by $6,260 ($2,633 reserved for contingency)
Fund 601 - LMD Zone 62: Increase Expenditures by $18,630 ($7,596 reserved for contingency)
Fund 601 - LMD Zone 67: Increase Expenditures by $7,223 ($2,562 reserved for contingency)

Total Increase: $75,000

ENVIRONMENTAL ANALYSIS:
CEQA
Staff has determined the Project is exempt from the provisions of the California Environmental Quality Act under *Article 19 - Categorical Exemptions, Section 15302 Class 2 Replacement or Reconstruction, subsection (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity*. Staff recommends that the City Council approve a Notice of Exemption for the Project. A copy of the Notice of Exemption is included as Attachment C.

MSHCP
Beginning July 1, 2008, the RCA started requiring that locally funded Capital Improvement Projects contribute applicable MSHCP fees within 90-days of construction contract award. Fees outside the public right of way are calculated on a cost per acre of disturbed area basis, while fees for typical right of way improvement projects are five percent of construction costs. Staff has determined the project to be exempt from MSHCP fees as it falls under the definition of "Maintenance projects" provided in the MSHCP Mitigation Fee Implementation Manual. Maintenance Projects are exempt from paying MSHCP fees under the MSHCP Fee Program. Therefore, staff recommends that the City Council find that the Project is exempt from paying MSHCP fees.

FISCAL IMPACT:
The City's current Capital Improvement Program (FY 2025/2026 CIP) and City budget were approved and adopted in June 2025. Included in the adopted FY 2025/2026 CIP was an overall project budget of $271,380. This budget accounted for both Construction and Construction Admin/Inspection costs. The Contractor's bid of $299,000 currently exceeds the overall project budget.

As a result, Staff recommends that the City Council approve a budget adjustment to add an additional $75,000 in LLMD funds to the Project. This request accounts for $29,900 in contingency funds being requested and $17,480 budgeted for Construction Admin/Inspection costs. The Project will be fully funded by each of the applicable LLMD Zone budgets (Fund 601) proportional to each Zone's amount of work included under the contract. An updated CIP Project Detail Sheet for the Project is included as Attachment D.

ATTACHMENTS:

A - CIP 091 Bid Proposal - SWIS
B - CIP 091 Catch Basin Filter Retrofit Contract - SWIS
C- CIP 091 Notice of Exemption (CEQA)
D - CIP 091 Detail Sheet Update (FY 25-26 to 29-30)

n : Storm Water Innovative Solutions Inc
146 E Emerson Ave. Suite A
Orange, CA 92865

RECIEVED
JUL 22 2025
CITY OF WILDOMAR
2:01 PM

TO: City of Wildomar
Department of public works
23873 Clinton Keith Road. Suite 201
Wildomar, CA 92595

Bid Package for: Catch Basin Filter Renofit Project CIP 091
3:00 PM Tuesday July 22, 2025

PART I. **Bid Schedule and Bid Form**

Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial:_____ Date: 07/22/2025

Bid Form

To be filled in and signed by the bidder.

Initial:_____ Date: 07/22/2025

PART II. **Bond Accompanying Bid**

This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

Initial:_____ Date: 07/22/2025

PART III. **Non-Collusion Affidavit**

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial:_____ Date: 07/22/2025

PART IV. **Experience/Qualifications**

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial:_____ Date: 07/22/2025

PART V. **Designation of Subcontractors**

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial:_____ Date: 07/22/2025

PART VI. **Insurance Requirements**

Part III, Section 22 of the Agreement for Construction Services, for this project have been read and understood.

Initial:_____ Date: 07/22/2025

PART VII. **Project Inspection**

The bidder certifies that he attended the pre-bid meeting and job walk held by the City, toured the project site, and is familiar with the work involved.

Initial:_____ Date: 07/22/2025

PART VIII. **Bond Requirements**

The bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount will be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount will also be required.

Initial:_____ Date: 07/22/2025

PART IX. **Completion**

The City makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial:_____ Date: 07/22/2025

PART X. **Addenda**

The bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial:_____ Date: 07/22/2025

Section B.
Bid Proposal Form

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled **CATCH BASIN FILTER RETROFIT PROJECT (CIP 091)**, in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 201, Wildomar, California, 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

Said bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within **Twenty (20) Working Days**, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

The bidder acknowledges it understands that a waiting period from time of bid opening until award may be sixty (60) days during which time the bid may not be withdrawn. The bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, (x) surety bid bond (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Wildomar.

The undersigned bidder agrees that the enclosed cash deposit, cashier's check, or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of

preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid. The undersigned bidder further agrees that this amount is the measure of the liquidated damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form constitute each subcontractor and the address and location of place of business of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars ($10,000.00), whichever is greater, and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned.

All bidders shall complete all of the following:

Contractor's Name (Printed): STORM WATER INNOVATIVE SOLUTIONS INC.

Bidders Signature:

Bidder's Name (Printed): GRANT WOOD

Bidders Title: PRESIDENT

Address: 146 E. EMERSON AVE. SUITE 146A, ORANGE CA 92865

Phone Number: (760) 420 3627

Email Address: GWOOD@SWISCORP.COM

Date: 07/18/2025

Contractor's License Number: 1011984

Contractor's License Classification: A - GENERAL ENGINEERING

Contractor's License Exp. Date: 03/31/2026

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Section C.
Bid Schedule

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

BID SCHEDULE ZONE 52					
Item No.	**Description**	**Estimated Quantity**	**Units**	**Unit Price**	**Total Price**
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE AND MISCELLANEOUS	1	LS	**$ 5699.70**	**$ 5699.70**
2	WATER POLLUTION CONTROL	1	LS	**$ 0**	**$ 0**
3	CLEARING & GRUBBING	1	LS	**$ 202.5**	**$ 202.5**
4	TRAFFIC CONTROL SYSTEM	1	LS	**$ 337.50**	**$ 337.50**
5	REMOVE & DISPOSE EXISTING FOSSIL FILTER RC STD NO. 300A	1	LS	**$ 12305.25**	**$ 12305.25**
6	INSTALL FILTER SYSTEM FOR 28' CATCH BASIN	3	EA	**$ 8019.68**	**$ 24059.03**
7	INSTALL FILTER SYSTEM FOR 21' CATCH BASIN	10	EA	**$ 6611.63**	**$ 66116.25**
8	INSTALL FILTER SYSTEM FOR 7' CATCH BASIN	4	EA	**$ 3562.65**	**$ 14250.60**
9	INSTALL FILTER SYSTEM FOR 14' CATCH BASIN	6	EA	**$ 5106.92**	**$ 30641.49**
10	INSTALL FILTER SYSTEM FOR 10' CATCH BASIN	4	EA	**$ 4423.82**	**$ 17695.26**
11	NOT USED	0	N/A		
12	NOT USED	0	N/A		
13	NOT USED	0	N/A		
TOTAL PRICE BID SCHEDULE ZONE 52					**$ 171,307.58**

BID SCHEDULE ZONE 59					
Item No.	Description	Estimated Quantity	Units	Unit Price	Total Price
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE AND MISCELLANEOUS	1	LS	$ 2613.60	$ 2613.60
2	WATER POLLUTION CONTROL	1	LS	$ 0	$ 0
3	CLEARING & GRUBBING	1	LS	$ 202.5	$ 202.5
4	TRAFFIC CONTROL SYSTEM	1	LS	$ 337.50	$ 337.50
5	REMOVE & DISPOSE EXISTING FOSSIL FILTER RC STD NO. 300A	1	LS	$ 2837.70	$ 2837.70
6	NOT USED	0	N/A		
7	NOT USED	0	N/A		
8	NOT USED	0	N/A		
9	NOT USED	0	N/A		
10	NOT USED	0	N/A		
11	INSTALL FILTER SYSTEM FOR 4' CATCH BASIN	4	EA	$ 2839.05	$ 11356.20
12	INSTALL FILTER SYSTEM FOR 3' CATCH BASIN	1	EA	$ 2839.05	$ 2839.05
13	INSTALL FILTER SYSTEM FOR 24' CATCH BASIN	1	EA	$ 7526.93	$ 7526.93
TOTAL PRICE BID SCHEDULE ZONE 59					$ 27,713.48

BID SCHEDULE ZONE 62					
Item No.	Description	Estimated Quantity	Units	Unit Price	Total Price
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE AND MISCELLANEOUS	1	LS	$ 3877.20	$ 3877.20
2	WATER POLLUTION CONTROL	1	LS	$ 0	$ 0
3	CLEARING & GRUBBING	1	LS	$ 202.50	$ 202.50
4	TRAFFIC CONTROL SYSTEM	1	LS	$ 337.50	$ 337.50
5	REMOVE & DISPOSE EXISTING FOSSIL FILTER RC STD NO. 300A	1	LS	$ 5405.40	$ 5405.40
6	NOT USED	0	N/A		
7	INSTALL FILTER SYSTEM FOR 21' CATCH BASIN	2	EA	$ 6611.63	$ 13223.25
8	NOT USED	0	N/A		
9	INSTALL FILTER SYSTEM FOR 14' CATCH BASIN	10	EA	$ 5106.92	$ 51069.15
10	NOT USED	0	N/A		
11	NOT USED	0	N/A		
12	NOT USED	0	N/A		
13	NOT USED	0	N/A		
TOTAL PRICE BID SCHEDULE ZONE 62					$ 74,115.00

BID SCHEDULE ZONE 67					
Item No.	Description	Estimated Quantity	Units	Unit Price	Total Price
1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE AND MISCELLANEOUS	1	LS	$ 1622.40	$ 1622.40
2	WATER POLLUTION CONTROL	1	LS	$ 0	$ 0
3	CLEARING & GRUBBING	1	LS	$ 202.50	$ 202.50
4	TRAFFIC CONTROL SYSTEM	1	LS	$ 337.50	$ 337.50
5	REMOVE & DISPOSE EXISTING FOSSIL FILTER RC STD NO. 300A	1	LS	$ 1809	$ 1809
6	NOT USED	0	N/A		
7	INSTALL FILTER SYSTEM FOR 21' CATCH BASIN	2	EA	$ 6611.63	$ 13223.25
8	INSTALL FILTER SYSTEM FOR 7' CATCH BASIN	1	EA	$ 3562.65	$ 3562.65
9	INSTALL FILTER SYSTEM FOR 14' CATCH BASIN	1	EA	$ 5106.92	$ 5106.92
10	NOT USED	0	N/A		
11	NOT USED	0	N/A		
12	NOT USED	0	N/A		
13	NOT USED	0	N/A		
TOTAL PRICE BID SCHEDULE ZONE 67					$ 25,863.95

TOTAL BID PRICE "BID SCHEDULE ZONE 52, BID SCHEDULE ZONE 59, BID SCHEDULE ZONE 62, and BID SCHEDULE ZONE 67" IN WORDS:

Two hundred ninety-nine thousand dollars.

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE for BID SCHEDULE ZONE 52, BID SCHEDULE ZONE 59, BID SCHEDULE ZONE 62, and BID SCHEDULE ZONE 67, as calculated from Unit Prices.

Contractor's Name (Printed): STORM WATER INNOVATIVE SOLUTIONS INC.

Bidders Signature:

(Same Signature as on Proposal)

Bidders Name (Printed): GRANT WOOD

Bidders Title: PRESIDENT

Date: 07/18/2025

Section D.
Bidder's Bond

We Storm Water Innovative Solutions, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety are bound unto the City of Wildomar, hereafter referred to as "Oblige", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Oblige for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for CATCH BASIN FILTER RETROFIT PROJECT CIP 091

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at City Clerk's Office, Wildomar City Hall 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595
(Insert place where bids will be opened)

on July 22, 2025

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Oblige, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: July 17, 2020

Storm Water Innovative Solutions, Inc.

By _____
Principal

Business Address 146 E Emerson Avenue, Suite A

Orange, CA 92865

Travelers Casualty and Surety Company of America

*By _____
Surety Kim E. Heredia, Attorney-in-Fact

Business Address 21680 Gateway Center Drive

Diamond Bar, CA 91765

CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of _____ SS

On this _____ day of _____ in the year 2020 before me, a notary public in and for the county and state aforesaid, personally appeared _____
Attorney-in-Fact
known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL) _____
Notary Public

***Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 7/17/2025 before me, Lisa Marie Saumur, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kim E. Heredia
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.

LISA MARIE SAUMUR
Notary Public - California
Orange County
Commission # 2487918
My Comm. Expires May 3, 2028

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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kim E. Heredia** of **IRVINE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **July**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

No. 6516

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.*

Fee: $ 92.00
Rec. No.
Filed: 5/28/97

Chuck Quackenbush
Insurance Commissioner

By Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have set my hand and caused my official seal to be affixed this 20th day of September, 2023.*

Ricardo Lara
Insurance Commissioner

By Lisa Winfrey

Lisa Winfrey

#1405872.1

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of ORANGE

On JULY 22, 2025 (Date) before me, GREGORY VVEIX, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared GRANT WOOD (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.

GREGORY V. VEIX
COMM...2391070
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. January 17, 2026

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: BIDDERS BOND

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: KIM E HEREDIA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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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.

Section E.
Non-Collusion Affidavit

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

I, the undersigned, an authorized representative of **STORM WATER INNOVATIVE SOLUTIONS INC.**, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): **STORM WATER INNOVATIVE SOLUTIONS INC.**

Bidders Signature: _____

(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): **GRANT WOOD**

Bidders Title: **PRESIDENT**

Date: **07/18/2022**

Subscribed and sworn to before me

this 22ND day of JULY, 2025.

GREGORY V. VEIX
COMM...2391070
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. January 17, 2026

Signature of Notary Public

Section F.
Experience/Qualifications Statement

The bidder has been engaged in the contracting business, under the present business name for NINE years. Experience in work of a nature similar to that covered in the proposal extends over a period of 25 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2024	FULL TRASH CAPTURE DEVICE INSTLLATIONS	$92604.87.00	CITY OF THOUSAND OAKS
2025	BMP INSPECTIONS AND MAINTENANCE	$25800.00	CITY OF CORONADO
2024	BMP INSPECTIONS AND MAINTENANCE	$18131.00	CITY OF SAN JUAN CAPISTRANO

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
1	2018 FREIGHTLINER, 800 GALLONS	USED/OPERATIONAL	VISTA, CA
1	DODGE RAM 2500	NEW/OPERATIONAL	VISTA, CA
1	2025 Pacific Tek	NEW/OPERATIONAL	VISTA, CA

Contractor's Name (Printed): STORM WATER INNOVATIVE SOLUTIONS INC.

Bidders Signature:

Bidders Name (Printed): GRANT WOOD
(Same Signature as on Bid Proposal Form)

Bidders Title: PRESIDENT

Date: 07/18/2025

Section G.
Designation of Subcontractors

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid of ten thousand dollars ($10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% OF TOTAL BID AMOUNT	PORTION OF TOTAL BID AMOUNT ($)
Name	MZB ENGINEERING	**CSLB #**	A-1084559	TRAFFIC CONTROL	0.455%	$1400
Location	Corona, CA 92882	**DIR #**	1000849264			
Name		**CSLB #**				
Location		**DIR #**				
Name		**CSLB #**				
Location		**DIR #**				
Name		**CSLB #**				
Location		**DIR #**				

Contractor's Name (Printed): STORM WATER INNOVATIVE SOLUTIONS INC.

Bidders Signature:

Bidders Name (Printed): GRANT WOOD
(Same Signature as on Bid Proposal Form)

Bidders Title: PRESIDENT

Date: 07/17/2025

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

1011984	A	03/31/2026
License Number	Class	Expiration Date

GRANT WOOD

CONTRACTOR (PRINT OR TYPE)

07/18/2025

Date

Signature

(Public Contract Code § 6100)

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

GRANT WOOD

Name (print or type)

07/18/2025

Date

Signature

ADDENDUM No. 1
For
Request For Bids for Catch Basin Filter Retrofit Project (CIP 091)

The following amendments and clarifications are made to the Request for Proposals for Professional Services. Addendum 1 must be signed and returned with proposal.

Item 1 – Response to Proposer's Questions

Question 1:

Time for Completion—Per the bid specifications, page 11, the work is to be completed within (20) work days following issuance of a Notice to Proceed. Prior to installation the awarded Contractor will need to first take precise measurements prior to ordering the products from the manufacturer, and the lead time of receiving the products could be as long as 4-6 weeks. As such will the City consider increasing the number of work days for this project?

Response:

The City provides reasonable time for the awarded contractor to perform necessary tasks prior to being issued a Notice to Proceed (NTP). This includes but is not limited to: Public notification, project submittals, labor compliance and City business license registration, Preconstruction meeting, and other items deemed necessary to perform prior to starting construction.

During construction, per the bid specifications, page 30, "If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor's performance of the Work, and the impact of the delay on the Project's schedule's critical path through the submission of a "Time Impact Evaluation" (TIE)." If the lead time causes a delay for the work and Contractor notifies City in a timely manner, City may put a pause on the working days or provide an extension depending on the situation and what the City and Contractor come to an agreement upon.

Question 2:

Fossil Filters to be Removed—How many fossil filters will need to be removed from each zone? This information is needed for cost estimating purposes since the work is a lump sum item.

Response:

All 49 catch basins call out fossil filters of one kind or another to be removed.

Question 3:

Please revise the tables on the plans to indicate which catch basins will require removal of existing fossil filters.

Response:

All 49 catch basins call out fossil filters of one kind or another to be removed.

Question 4:

Changeable Message Boards—Per the bid specs (page 72, 4th paragraph) the Contractor is to provide changeable message boards where the speed limit is over 40 mph (5) days prior to the start of work. This will be moving construction where the crew will be at each catch basin for approximately 30-60 minutes. How does the City foresee this changeable message board requirement (5 days prior) being realistic as stated given the moving construction?

Response:

Traffic control plans submitted from California Temporary Traffic Control Handbook (CATTCH) WATCHBOOK and/or MUTCD will be accepted. will be accepted. Speed limits are or exceed 40 mph on Grand Avenue (Sheet 3) and Prielipp Road (Sheet 5).

Question 5:

Changeable Message Boards—Per the bid specs (page 72, 4th paragraph) the Contractor is to provide changeable message boards where the speed limit is over 40 mph. Will the City consider the use of Arrow Boards instead of Message Boards? Message Boards are much more costly to rent than Arrow Boards, and are also much more cumbersome to operate.

Response:

Traffic control plans submitted from California Temporary Traffic Control Handbook (CATTCH) WATCHBOOK and/or MUTCD will be accepted. will be accepted. Speed limits are or exceed 40 mph on Grand Avenue (Sheet 3) and Prielipp Road (Sheet 5).

Question 6:

Clearing & Grubbing—Per the bid specs (page 74, 3rd and 4th paragraphs) the "Contractor shall chemically kill and remove any and all weeds that are growing within the project area and shall also chemically treat the top of sub-grade or native soil to prevent the future growth of weeds." Was this requirement included in error?

Response:

Weed removal within the flow line and catch basin is required.

Question 7:

Clearing & Grubbing—Per the bid specs (page 74, 3rd and 4th paragraphs) the "Contractor shall chemically kill and remove any and all weeds that are growing within the project area and shall also chemically treat the top of sub-grade or native soil to prevent the future growth of weeds." Please define the "project area" where chemical treatment may be required as described in this section. How for out/around the exterior of the catch basin must the chemicals be applied (e.g., 2-feet around catch basin)?

Response:

Weed removal within the flow line and catch basin is required.

Question 8:

Clearing & Grubbing-- Per the bid specs (4th paragraph) "All weeds shall be sprayed with an herbicide mixture of either Hyvar mixed with Roundup or Pratatol mixed with Roundup, or approved equal, between seven (7) to twenty-one (21) days prior to removing the weeds." Would it be acceptable for the weeds to be removed at the time of spraying or must this be a two trip process?

Response:

No. It won't be acceptable to remove weeds at the same time of spraying.

Question 9:

Will the City provide an area for the Contractor to temporarily stage a bin for containing the extracted waste during pre-installation catch basin cleaning procedures?

Response:

Contractor can stage a bin in the public right of way with approval from the City.

Question 10:

When was the last time the subject catch basins were cleaned?

Response:

February 11, 2025. Maintenance Records attached.

Question 11:

How much waste (tons) was removed from the subject catch basins the last time they were cleaned?

Response:

95 Cubic Feet cumulative over the three zones. Maintenance Records attached.

Question 12:

Is the Bidder to assume that the extracted catch basin waste is non-hazardous for cost estimating purposes?

Response:

The City is not aware of any specific hazardous waste materials. Expected material would be typical catch basin debris. However, Contractor should verify or account for this as they deem appropriate.

Question 13:

Will the City consider allowing Bidders to submit pricing for installation of CPS devices in lieu of filter insert type products as long as the CPS products have been approved by the City within (10) days of the bid due date?

Response:

No. Connector Pipe Screens do not treat other pollutants. Please refer to page 8 of the bid

specifications under "Proposal Substitutions".

Question 14:

Will the City consider Connector Pipe Screen (CPS) devices as an alternate to the Littatrap filter insert products called out, or does the City prefer installation of filter insert type devices only for this project? CPS devices are generally much less expensive than filter inserts from both installation and maintenance perspectives.

Response:

No, CPS units are not an equivalent device because the CPS units do not have the nutrient removal capabilities or maintenance ease required by the City

Question 15:

Must any proposed equal products be listed as full trash capture devices by the Water Board?

Response:

Yes.

Question 16:

Per the bid documents, work is to commence within 15 days of the Notice to Proceed and be completed in 20 working days. Bu in the bid invitation it is also stated that "The anticipated start of construction is July 23, 2025." Can the City clarify the expected timeline?

Response:

This is an error. The anticipated construction start date is October 2025.

Question 17:

Since the project is maintenance/installations, is a SWPPP still required?

Response:

No.

Question 18:

Since all areas of the project are residential with speed limits less than 25 MPH, no road closures are required. Does the city still require stamped traffic control plans?

Response:

This assumption is incorrect. Speed limits are or exceed 40 mph on Grand Avenue (Sheet 3) and Prielipp Road (Sheet 5) which are not residential roads. Traffic control plans submitted from California Temporary Traffic Control Handbook (CATTCH), WATCHBOOK and/or MUTCD will be accepted.

Question 19:

Are any stormwater units within this scope of work located in bus stops or a transit rights-of-way?

Response:

Yes. On Prielipp Road (Sheet 5) Catch Basins Z59-CB3, Z59-CB4, and Z59-CB5 are located near two RTA Bus Stops serving Route 23.

Question 20:

Does the city have shape files that can be shared with the contractor after the award of the contract?

Response:

Yes.

Question 21:

Can the contractor receive approval from the city to perform work outside of the workdays and times noted in the RFP if it is deemed safer to do so?

Response:

The Contractor may request this of the City, but the City cannot guarantee approval. Per Section 5 of General Provisions on Page 61 of bid specifications, "The City will only provide inspection during the designated construction hours Monday through Friday. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor."

Question 22:

Is there a city or Engineer's estimate cost for this bid?

Response:

$380,212

Question 23:

Are there trash capture devices currently installed that the contractor would be required to remove prior to installing the filter devices?

Response:

Yes. According to reference plans, every catch basin has a Fossil Filter installed. This work is the requirement for Bid Item 3. "REMOVE & DISPOSE EXISTING FOSSIL FILTER RC STD NO. 300A"

Question 24:

Will the city be accepting an equal or better brand of FTC device other than what is specified in the RFP that is on the water board's approved list of full trash capture devices?

Response:

Only if the device can prove equal or better nutrient removal, flow capabilities, maintenance ease, and costs. Please refer to page 8 of the bid specifications under "Proposal Substitutions".

Question 25:

Will the city accept stainless steel troughs instead of fiberglass troughs for the FTC devices?

Response:

No, unless EnviroPod offers stainless steel equivalent troughs.

Question 26:

A request for using Fabco's Stormtrough device instead of Envirpod's Litta Trap and Emma devices for the Catch Basin Filter Retrofit Project CIP 091 was submitted. Technical documents were provided for reference with the request.

Response:

Based on documents received and reviewed, the City's assessment is that this is not a suitable equivalent.

Approved By: Cameron Luna (Jul 17, 2025 17:00 PDT) DATE 07/17/2025

Cameron Luna, Project Manager

Acknowledged By: _____ DATE: 07/22/2025

Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

PUBLIC WORKS CONTRACT

This contract ("**Contract**") is effective as of 07/22/2025, and is between the CITY OF WILDOMAR, a California municipal corporation ("**Owner**"), and STORM WATER INNOVATIVE SOLUTIONS INC., a [CA] [CORPORATION] ("**Contractor**"), collectively referred to as the "**Parties**" and individually a "**Party**."

Recitals. This Contract is entered into with respect to the following facts:

Owner received Contractor's Proposal for the Work involved **Catch Basin Filter Retrofit Project** ("**Project**"), which is more fully described in the Contract Documents.

Contractor represents and warrants that it is fully qualified to perform all of the Work required to complete the Project.

Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents.

The City Council has awarded the Contract to Contractor.

Contract Documents. This Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

Contractor's Proposal (for reference purposes only)

Notice to Proceed

This Contract

Verification of California Contractor's License

Contractor's Certificate Regarding Workers' Compensation

Security for payment (labor and materials)

Security for performance

Certificate(s) of Insurance

Bid Documents (including attached plans and drawings)

Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

The Work.

The Work ("**Work**") to be performed by the Contractor is described in the Contract Documents.

In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar Work.

Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work, including any incidental Work that is not expressly shown or described in the Contract Document but is required for the successful completion of the Work.

Contractor must perform all of the Work in strict accordance with the Contract Documents.

Time to Perform the Work.

Commencement Date will be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within 20 working days of date of Notice to Proceed.

Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor and not reasonably anticipated by the parties. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of Owner, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

If Contractor is delayed by any cause beyond Contractor's control, Owner may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor's performance of the Work, and the impact of the delay on the Project's schedule's critical path through the submission of a "**Time Impact Evaluation**" (**TIE**).

TIE Format and Contents. Each TIE must include a written narrative and a schedule diagram depicting how the delay or other impact affects other schedule activities. The schedule diagram must show how Contractor proposes to incorporate and mitigate the delay or other impact in the schedule and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions

based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of the delay, including any impacted Work activities, to the scheduled critical path.

Contractor is responsible for all costs associated with preparing TIE's, and the process of incorporating TIE's into the current schedule update.

Liquidated Damage Amounts.

As liquidated damages for delay Contractor must pay Owner two hundred and fifty dollars ($250.00) for each calendar day that expires after the time specified for Contractor to achieve Final Completion of the entire Work, until achieved.

Scope of Liquidated Damages.

Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages will be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages will not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to this Contract, a sum representing then-accrued liquidated damages.

Compensation and Payment.

Subject to any limitations provided in the Contract Documents, Owner agrees to pay Contractor, as full consideration for the faithful performance and successful completion of all Work under the Contract Documents, including all labor, materials, equipment furnished in connection therewith, the compensation set forth in Exhibit A ("**Compensation**"), which is made a part of this Contract.

Contractor must furnish to Owner a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

Owner will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. Owner may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

If Owner disputes any item on a Pay Estimate, Owner will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the Work performed that Owner disputes and excluding the Owner's standard five-percent (5%) retention on all approved progress payments, Owner will cause Contractor to be paid within 30 days of the date of the Pay Estimate or the date that Contractor furnishes Owner with a release of all undisputed Contract amounts, whichever occurs later. If the Project is paid for in whole or in part with federal funds, progress payments made to Contractor will not be subject to the five-percent retention noted above.

In the event there is any claim specifically excluded by Contractor from the operation of any release, Owner may retain an amount not to exceed the amount of the excluded claim.

Labor Code and Prevailing Wage Requirements.

Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's Work per Labor Code section 1810. Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such Worker is required or permitted to Work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of Worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

Contractor must post at the Work site, or if there is no regular Work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at Owner's main office and available to Contractor and any other interested party upon request.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all Workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the Worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount

paid to each Worker for each calendar day, or portion thereof, for which each Worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's Work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public Works in apprenticeable occupations.

Contractor has reviewed and agrees to comply with any applicable provisions for any public Work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). Owner hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for Work that qualifies as a "public Work" only to subcontractors which are at that time registered and qualified to perform public Work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors. Where the prime contract is less than $15,000 for maintenance Work or less than $25,000 for construction, alternation, demolition or repair Work, such registration is not required.

In addition to submitting the certified payrolls and related documentation to the City, the contractor and all subcontractors are required to submit certified payroll and related documents electronically to the California Department of Industrial Relations (DIR). Failure to submit payrolls to the DIR when mandated by the Project parameters will also result in the withholding of progress, retention and final payment. Certified payroll information for this project must be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.

No contractor or subcontractor may be listed on a bid proposal for a public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section and must include these non-discrimination provisions in all subcontracts for performance of the Work.

General Legal Compliance.

In performing the Work, Contractor must comply with all applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, OSHA requirements.

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law.

Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the Parties.

Independent Contractor. Contractor is and will at all times remain as to Owner a wholly independent contractor. Neither Owner nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Owner.

Indemnification.

Contractor agrees to the fullest extent permitted by law (including, without limitation, California Civil Code section 2782) to (1) immediately defend, (2) indemnify, and (3) hold harmless Owner and its officers, directors, employees, agents, contractors, consultants, and other parties Working on Owner's behalf (collectively, "**Owner indemnified parties**") from and against, any and all claims and liabilities, regardless of the nature or type, that directly or indirectly arise out of, pertain to, or relate to performance of the Work under this

Contract by Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract, resulting from any cause whatsoever except for the sole negligence, active negligence, of willful misconduct of Owner (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend Owner in all legal, equitable, administrative, or special proceedings, with counsel approved by Owner, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Owner indemnified party. If it is finally adjudicated that liability was caused by the sole negligence, active negligence, or willful misconduct of any Owner indemnified party, then Contractor may submit a claim to Owner for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Owner indemnified party.

Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the Owner's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. Owner will use its best efforts to avoid duplicative attorney Work or appearances in order to keep defense costs to a reasonable minimum.

Contractor agrees that settlement of any Claim will require the consent of Owner. Owner agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify Owner for the costs of any such settlement as required under this Contract.

Contractor's obligation to indemnify Owner applies unless it is finally adjudicated that the liability was caused by the sole, negligence, active negligence, or willful misconduct of a Owner indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Owner indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

For the purposes of this section, "Owner" includes the City of Wildomar's officers, officials, board members, employees and agents.

The provisions of this section will survive the expiration or earlier termination of this Contract.

Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("**Insurance**"), which is made a part of this Contract.

Notice.

All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To Owner: City of Wildomar
23873 Clinton Keith Road, Suite 210
Wildomar, CA 92595
Attention: Cameron Luna
Phone: (951) 677-7751 ext. 245
Fax: (951) 698-1463
Email: Cluna@wildomar.gov

To Contractor: **[NAME]** STORM WATER INNOVATIVE SOLUTIONS
[ADDRESS] 146 E EMERSON AVE., SUITE A, ORANGE, CA 92865
[CONTRACTOR REPRESENTATIVE] BABAK BEHBAHANI
[PHONE / FAX NUMBERS] (760) 688-4910
[EMAIL] BABAKB@SWISCORP.COM

Notice will be deemed effective on the date personally delivered or transmitted by facsimile, or such other electronic means as may be agreed to by the parties. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

Any Party may change its notice information by giving notice to the other Party in compliance with this section, before the change in notice information becomes effective.

Owner Rights of Termination and to Complete the Work.

Termination for Cause (Default). The occurrence of any of the following is a default by Contractor under this Contract:

Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

Contractor fails to complete the Work on time.

Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Contractor fails to supply enough properly skilled Workers or proper materials to complete the Work in the time specified.

Contractor fails to make prompt payment to any subcontractor or for material or labor.

Contractor breaches or fails to perform any obligation or duty under the Contract and such breach or failure remains uncorrected following Owner's notice to Contractor of the breach.

Upon the occurrence of a default by Contractor, Owner will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice of default, or makes satisfactory arrangements acceptable to Owner for the correction or elimination of such default, as determined by Owner, Owner may thereafter terminate this Contract by serving written notice termination on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, Owner will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give Owner written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Owner may take over the Work and prosecute the same to completion by separate contract or by any other method Owner may deem advisable, at the sole cost and expense of Contractor. Contractor and the surety will be liable to Owner for any and all excess costs or other damages incurred by Owner in completing the Work.

If Owner takes over the Work as provided in this Section, Owner may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

If Owner takes over the Work, Owner may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by Owner in obtaining such materials, will be the responsibility of the Contractor.

Termination for Convenience. Owner may terminate performance of the Work under the Contract in accordance with this clause in whole, or from time to time in part, if Owner determines that termination is in Owner's best interest. Termination will be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the effective date of the termination.

Contractor must comply with Owner's direction regarding the effective date of the termination, the extent of the termination, and must stop Work on the date and to the extent specified.

Contractor will be entitled to a total payment on account of the Contract Work so terminated, measured by (i.) the actual cost to Contractor for Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, and (ii.) offset by payments made and other Contract credits. In connection with any such calculation; provided, however, Owner retains all rights and remedies under the Contract including, without limitation, claims, indemnities, setoffs/offsets, or back charges.

Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

Project Documents. All product/material data sheets, shop drawings, submittals, submittal logs, samples, invoices, purchase orders, operation and maintenance manuals and instructions, RFIs, RFI logs, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Owner. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Owner in its possession, but may retain copies of any of the Project Documents it may desire.

Change Orders and Claims

The Public Contract Code including, without limitation, Section 7105(d)(2), and Government Code section 930.2 and following, apply to all procedures for changes, time extensions, change orders (time or compensation) and claims.

Any change, waiver, or omission to implement the contract change order and claim procedures will have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner.

Resolution of Construction Claims (PCC § 20104 and following)

Public Contract Code section 20104 and following, specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, "claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a claim, the written demand must state that it is a claim submitted under Section 17 of the Contract and be submitted in compliance with all requirements of this Section.

Separate Contractor claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

This section does not apply to tort claims, and nothing in this section is intended nor may it be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

Claims Procedure under Public Contract Code § 20104 and following:

The claim must be in writing, submitted in compliance with all requirements of the Contract including, without limitation, the time prescribed by and including the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims under the Contract.

For claims of fifty thousand dollars ($50,000) or less, Owner will respond in writing within 45 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, must be submitted to Contractor within 15 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner will respond in writing within 60 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section, upon mutual agreement of Owner and Contractor; Owner's written response to the claim, as further documented, must be submitted to Contractor within 30 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

Meet and Confer: If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed above, Contractor must notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within

30 days for settlement of the dispute. Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time Contractor submits its written claim as set forth in this section, until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Claims Process under Public Contract Code § 9204:

Upon receipt of a claim pursuant to this section, Owner must conduct a reasonable review of the and, within a period not to exceed 45 days, must provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subsection.

The Contractor must furnish reasonable documentation to support the claim.

If Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner will have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. If Owner fails to issue a written statement, subsection 17.6.3 above will apply.

If the Contractor disputes Owner's written response, or if Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner must provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, will be submitted to nonbinding mediation, with Owner and the Contractor sharing the associated costs equally. Owner and Contractor must mutually agree to a mediator within 10 business days

after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party will select a mediator and those mediators will select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party will bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute will be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized must conform to the timeframes in this section.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

Failure by Owner to respond to a claim from contractor within the time periods described in this section or to otherwise meet the time requirements of this section will result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, will not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Amounts not paid in a timely manner as required by this section will bear interest at seven percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the contractor may present to Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to Owner must furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor must notify the subcontractor in writing as to whether the Contractor presented the claim to Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

General Provisions.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

Assignment. Contractor may not assign this Contract without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Third Party Beneficiaries. Contractor's subcontractor must agree to be bound to the terms of the Contract Documents to the extent of their scope of Work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Owner is deemed an express third party beneficiary of their subcontracts. Nothing in this Contract, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Contract.

Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Owner prior to the execution of this Contract.

Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of Owner or Owner Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

Audit/Inspection Of Records. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Work for at least three (3) years following completion of the Work. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records and job cost reports/data documenting all labor, materials, equipment and Work furnished under this Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from any such records, and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues and disputes between Owner and Contractor regarding this Contract Agreement are resolved, whichever is later.

Counterparts, Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. This Contract and any amendments will be considered executed when the signature of a party is delivered by electronic transmission. Such electronic signature will have the same effect as an original signature.

Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Owner of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

Governing Law and Venue. This Contract shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State where the Project is located, excluding its conflict of laws rules. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

OWNER: CITY OF WILDOMAR

_____

Chris Mann, Interim City Manager

ATTEST:

_____

Janet Morales, City Clerk

APPROVED AS TO FORM

_____

Thomas D. Jex, City Attorney

CONTRACTOR: [NAME]
(If not an individual, two signatures are required)

GRANT WOOD - PRESIDENT

Name and Title

SHAWN HILL - SECRETARY

Name and Title

EXHIBIT A

COMPENSATION

The total compensation under this Contract may not exceed:

The sum of Two hundred ninety-nine thousand dollars.

EXHIBIT B

INSURANCE

1. **General Requirements**. Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability	$2,000,000
Business Automobile Liability	$1,000,000
Workers' Compensation	Statutory Requirements
Pollution Liability Insurance	As stated below

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than $2,000,000 per occurrence for all covered losses, and no less than $4,000,000 general aggregate.

Liability policies must be endorsed to name **Owner, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

Additional Insured

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Insurance

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its

officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Coverage must be applicable to Owner for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);

2. Products and completed operation;

3. Public liability;

3. Pollution liability; or

4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by Owner. Limits must not be less than $1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.

5. **Pollution Liability Insurance**. Pollution/Environmental Impairment Liability Insurance must be written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit must be no less than $5,000,000 per claim and in the aggregate. All activities contemplated in this Contract must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

6. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by Owner. Owner reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, Owner and Contractor may renegotiate Contractor's compensation.

7. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Owner's Risk Manager or General Counsel.

8. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to Owner for injury to employees of Contractor, its subcontractors or others performing Work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of Owner following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than $4,000,000 per occurrence and aggregate.

9. **Certificates of Insurance and Endorsements**. Prior to commencing any Work under this Contract, Contractor must file with the Owner Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by Owner. Such Certificates of Insurance and Endorsements must be in a form approved by Owner's legal counsel. Contractor must maintain current certificates and endorsements on file with Owner during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to Owner.

10. **Failure to Maintain Required Insurance**. If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, Owner may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

11. **Effect of Coverage**. The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.

12. **Higher Limits of Insurance**. If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

13. **Waiver of Subrogation.** Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

PUBLIC WORKS CONTRACT

This contract ("**Contract**") is effective as of _____, and is between the CITY OF WILDOMAR, a California municipal corporation ("**Owner**"), and STORM WATER INNOVATIVE SOLUTIONS INC., a California corporation ("**Contractor**"), collectively referred to as the "**Parties**" and individually a "**Party**."

Recitals. This Contract is entered into with respect to the following facts:

Owner received Contractor's Proposal for the Work involved **Catch Basin Filter Retrofit Project** ("**Project**"), which is more fully described in the Contract Documents.

Contractor represents and warrants that it is fully qualified to perform all of the Work required to complete the Project.

Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents.

The City Council has awarded the Contract to Contractor.

Contract Documents. This Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

Contractor's Proposal (for reference purposes only)

Notice to Proceed

This Contract

Verification of California Contractor's License

Contractor's Certificate Regarding Workers' Compensation

Security for payment (labor and materials)

Security for performance

Certificate(s) of Insurance

Bid Documents (including attached plans and drawings)

Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

The Work.

The Work ("**Work**") to be performed by the Contractor is described in the Contract Documents.

In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar Work.

Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work, including any incidental Work that is not expressly shown or described in the Contract Document but is required for the successful completion of the Work.

Contractor must perform all of the Work in strict accordance with the Contract Documents.

Time to Perform the Work.

Commencement Date will be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within 20 working days of date of Notice to Proceed.

Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor and not reasonably anticipated by the parties. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of Owner, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

If Contractor is delayed by any cause beyond Contractor's control, Owner may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor's performance of the Work, and the impact of the delay on the Project's schedule's critical path through the submission of a "**Time Impact Evaluation**" (**TIE**).

TIE Format and Contents. Each TIE must include a written narrative and a schedule diagram depicting how the delay or other impact affects other schedule activities. The schedule diagram must show how Contractor proposes to incorporate and mitigate the delay or other impact in the schedule and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main

sequence of scheduled activities to enable Owner to evaluate the impact of the delay, including any impacted Work activities, to the scheduled critical path.

Contractor is responsible for all costs associated with preparing TIE's, and the process of incorporating TIE's into the current schedule update.

Liquidated Damage Amounts.

As liquidated damages for delay Contractor must pay Owner two hundred and fifty dollars ($250.00) for each calendar day that expires after the time specified for Contractor to achieve Final Completion of the entire Work, until achieved.

Scope of Liquidated Damages.

Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages will be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages will not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to this Contract, a sum representing then-accrued liquidated damages.

Compensation and Payment.

Subject to any limitations provided in the Contract Documents, Owner agrees to pay Contractor, as full consideration for the faithful performance and successful completion of all Work under the Contract Documents, including all labor, materials, equipment furnished in connection therewith, the compensation set forth in Exhibit A ("**Compensation**"), which is made a part of this Contract.

Contractor must furnish to Owner a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

Owner will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. Owner may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

If Owner disputes any item on a Pay Estimate, Owner will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the Work performed that Owner disputes and excluding the Owner's standard five-percent (5%) retention on all approved progress payments, Owner will cause Contractor to be paid within 30 days of the date of the Pay Estimate or the date that Contractor furnishes Owner with a release of all undisputed Contract amounts, whichever occurs later. If the Project is paid for in whole or in part with federal funds, progress payments made to Contractor will not be subject to the five-percent retention noted above.

In the event there is any claim specifically excluded by Contractor from the operation of any release, Owner may retain an amount not to exceed the amount of the excluded claim.

Labor Code and Prevailing Wage Requirements.

Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's Work per Labor Code section 1810. Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such Worker is required or permitted to Work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of Worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

Contractor must post at the Work site, or if there is no regular Work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at Owner's main office and available to Contractor and any other interested party upon request.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all Workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the Worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount

paid to each Worker for each calendar day, or portion thereof, for which each Worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's Work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public Works in apprenticeable occupations.

Contractor has reviewed and agrees to comply with any applicable provisions for any public Work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). Owner hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for Work that qualifies as a "public Work" only to subcontractors which are at that time registered and qualified to perform public Work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors. Where the prime contract is less than $15,000 for maintenance Work or less than $25,000 for construction, alternation, demolition or repair Work, such registration is not required.

In addition to submitting the certified payrolls and related documentation to the City, the contractor and all subcontractors are required to submit certified payroll and related documents electronically to the California Department of Industrial Relations (DIR). Failure to submit payrolls to the DIR when mandated by the Project parameters will also result in the withholding of progress, retention and final payment. Certified payroll information for this project must be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.

No contractor or subcontractor may be listed on a bid proposal for a public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section and must include these non-discrimination provisions in all subcontracts for performance of the Work.

General Legal Compliance.

In performing the Work, Contractor must comply with all applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, OSHA requirements.

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law.

Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the Parties.

Independent Contractor. Contractor is and will at all times remain as to Owner a wholly independent contractor. Neither Owner nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Owner.

Indemnification.

Contractor agrees to the fullest extent permitted by law (including, without limitation, California Civil Code section 2782) to (1) immediately defend, (2) indemnify, and (3) hold harmless Owner and its officers, directors, employees, agents, contractors, consultants, and other parties Working on Owner's behalf (collectively, "**Owner indemnified parties**") from and against, any and all claims and liabilities, regardless of the nature or type, that directly or indirectly arise out of, pertain to, or relate to performance of the Work under this

Contract by Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract, resulting from any cause whatsoever except for the sole negligence, active negligence, of willful misconduct of Owner (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend Owner in all legal, equitable, administrative, or special proceedings, with counsel approved by Owner, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Owner indemnified party. If it is finally adjudicated that liability was caused by the sole negligence, active negligence, or willful misconduct of any Owner indemnified party, then Contractor may submit a claim to Owner for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Owner indemnified party.

Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the Owner's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. Owner will use its best efforts to avoid duplicative attorney Work or appearances in order to keep defense costs to a reasonable minimum.

Contractor agrees that settlement of any Claim will require the consent of Owner. Owner agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify Owner for the costs of any such settlement as required under this Contract.

Contractor's obligation to indemnify Owner applies unless it is finally adjudicated that the liability was caused by the sole, negligence, active negligence, or willful misconduct of a Owner indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Owner indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

For the purposes of this section, "Owner" includes the City of Wildomar's officers, officials, board members, employees and agents.

The provisions of this section will survive the expiration or earlier termination of this Contract.

Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("**Insurance**"), which is made a part of this Contract.

Notice.

All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To Owner: City of Wildomar
23873 Clinton Keith Road, Suite 210
Wildomar, CA 92595
Attention: Cameron Luna
Phone: (951) 677-7751 ext. 245
Email: Cluna@wildomar.gov

To Contractor: Storm Water Innovative Solutions Inc.
146 E. Emerson Ave. Suite 146A
Orange, CA 92865
Attention: Grant Wood
Phone: (760) 420-3627
Email: gwood@swiscorp.com

Notice will be deemed effective on the date personally delivered or transmitted by facsimile, or such other electronic means as may be agreed to by the parties. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

Any Party may change its notice information by giving notice to the other Party in compliance with this section, before the change in notice information becomes effective.

Owner Rights of Termination and to Complete the Work.

Termination for Cause (Default). The occurrence of any of the following is a default by Contractor under this Contract:

Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

Contractor fails to complete the Work on time.

Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Contractor fails to supply enough properly skilled Workers or proper materials to complete the Work in the time specified.

Contractor fails to make prompt payment to any subcontractor or for material or labor.

Contractor breaches or fails to perform any obligation or duty under the Contract and such breach or failure remains uncorrected following Owner's notice to Contractor of the breach.

Upon the occurrence of a default by Contractor, Owner will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice of default, or makes satisfactory arrangements acceptable to Owner for the correction or elimination of such default, as determined by Owner, Owner may thereafter terminate this Contract by serving written notice termination on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, Owner will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give Owner written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Owner may take over the Work and prosecute the same to completion by separate contract or by any other method Owner may deem advisable, at the sole cost and expense of Contractor. Contractor and the surety will be liable to Owner for any and all excess costs or other damages incurred by Owner in completing the Work.

If Owner takes over the Work as provided in this Section, Owner may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

If Owner takes over the Work, Owner may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by Owner in obtaining such materials, will be the responsibility of the Contractor.

Termination for Convenience. Owner may terminate performance of the Work under the Contract in accordance with this clause in whole, or from time to time in part, if Owner determines that termination is in Owner's best interest. Termination will be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the effective date of the termination.

Contractor must comply with Owner's direction regarding the effective date of the termination, the extent of the termination, and must stop Work on the date and to the extent specified.

Contractor will be entitled to a total payment on account of the Contract Work so terminated, measured by (i.) the actual cost to Contractor for Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, and (ii.) offset by payments made and other Contract credits. In connection with any such calculation; provided, however, Owner retains all rights and remedies under the Contract including, without limitation, claims, indemnities, setoffs/offsets, or back charges.

Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

Project Documents. All product/material data sheets, shop drawings, submittals, submittal logs, samples, invoices, purchase orders, operation and maintenance manuals and instructions, RFIs, RFI logs, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Owner. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Owner in its possession, but may retain copies of any of the Project Documents it may desire.

Change Orders and Claims

The Public Contract Code including, without limitation, Section 7105(d)(2), and Government Code section 930.2 and following, apply to all procedures for changes, time extensions, change orders (time or compensation) and claims.

Any change, waiver, or omission to implement the contract change order and claim procedures will have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner.

Resolution of Construction Claims (PCC § 20104 and following)

Public Contract Code section 20104 and following, specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, "claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a claim, the written demand must state that it is a claim submitted under Section 17 of the Contract and be submitted in compliance with all requirements of this Section.

Separate Contractor claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

This section does not apply to tort claims, and nothing in this section is intended nor may it be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

Claims Procedure under Public Contract Code § 20104 and following:

The claim must be in writing, submitted in compliance with all requirements of the Contract including, without limitation, the time prescribed by and including the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims under the Contract.

For claims of fifty thousand dollars ($50,000) or less, Owner will respond in writing within 45 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, must be submitted to Contractor within 15 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner will respond in writing within 60 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section, upon mutual agreement of Owner and Contractor; Owner's written response to the claim, as further documented, must be submitted to Contractor within 30 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

Meet and Confer: If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed above, Contractor must notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within 30 days for settlement of the dispute. Following the meet and confer conference, if the

claim or any portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time Contractor submits its written claim as set forth in this section, until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Claims Process under Public Contract Code § 9204:

Upon receipt of a claim pursuant to this section, Owner must conduct a reasonable review of the and, within a period not to exceed 45 days, must provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subsection.

The Contractor must furnish reasonable documentation to support the claim.

If Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner will have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. If Owner fails to issue a written statement, subsection 17.6.3 above will apply.

If the Contractor disputes Owner's written response, or if Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner must provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, will be submitted to nonbinding mediation, with Owner and the Contractor sharing the associated costs equally. Owner and Contractor must mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party will select a mediator and those mediators will select

a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party will bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute will be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized must conform to the timeframes in this section.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

Failure by Owner to respond to a claim from contractor within the time periods described in this section or to otherwise meet the time requirements of this section will result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, will not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Amounts not paid in a timely manner as required by this section will bear interest at seven percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the contractor may present to Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to Owner must furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor must notify the subcontractor in writing as to whether the Contractor presented the claim to Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

General Provisions.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

Assignment. Contractor may not assign this Contract without the prior written consent of Owner, which consent may be withheld in Owner’s sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Third Party Beneficiaries. Contractor's subcontractor must agree to be bound to the terms of the Contract Documents to the extent of their scope of Work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Owner is deemed an express third party beneficiary of their subcontracts. Nothing in this Contract, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Contract.

Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Owner prior to the execution of this Contract.

Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of Owner or Owner Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

Audit/Inspection Of Records. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Work for at least three (3) years following completion of the Work. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records and job cost reports/data documenting all labor, materials, equipment and Work furnished under this Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from any such records, and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues and disputes between Owner and Contractor regarding this Contract Agreement are resolved, whichever is later.

Counterparts, Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. This Contract and any amendments will be considered executed when the signature of a party is delivered by electronic transmission. Such electronic signature will have the same effect as an original signature.

Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Owner of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

Governing Law and Venue. This Contract shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State where the Project is located, excluding its conflict of laws rules. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

OWNER: CITY OF WILDOMAR

_____

Chris Mann, Interim City Manager

ATTEST:

_____

Janet Morales, City Clerk

APPROVED AS TO FORM

_____

Thomas D. Jex, City Attorney

CONTRACTOR: STORM WATER INNOVATIVE SOLUTIONS, INC.
(If not an individual, two signatures are required)

_____

Grant Wood, President

_____

Shawn Hill, Secretary

EXHIBIT A

COMPENSATION

The total compensation under this Contract may not exceed:

The sum of Two Hundred Ninety Nine Thousand Dollars and Forty Six Cents ($299,000.46)

EXHIBIT B

INSURANCE

1. **General Requirements**. Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability	$2,000,000
Business Automobile Liability	$1,000,000
Workers' Compensation	Statutory Requirements
Pollution Liability Insurance	As stated below

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage**.** The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than $2,000,000 per occurrence for all covered losses, and no less than $4,000,000 general aggregate.

Liability policies must be endorsed to name **Owner, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

Additional Insured

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Insurance

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its

officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Coverage must be applicable to Owner for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);

2. Products and completed operation;

3. Public liability;

3. Pollution liability; or

4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by Owner. Limits must not be less than $1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.

5. **Pollution Liability Insurance**. Pollution/Environmental Impairment Liability Insurance must be written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit must be no less than $5,000,000 per claim and in the aggregate. All activities contemplated in this Contract must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

6. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by Owner. Owner reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, Owner and Contractor may renegotiate Contractor's compensation.

7. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Owner's Risk Manager or General Counsel.

8. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to Owner for injury to employees of Contractor, its subcontractors or others performing Work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of Owner following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than $4,000,000 per occurrence and aggregate.

9. **Certificates of Insurance and Endorsements**. Prior to commencing any Work under this Contract, Contractor must file with the Owner Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by Owner. Such Certificates of Insurance and Endorsements must be in a form approved by Owner's legal counsel. Contractor must maintain current certificates and endorsements on file with Owner during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to Owner.

10. **Failure to Maintain Required Insurance**. If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, Owner may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

11. **Effect of Coverage**. The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.

12. **Higher Limits of Insurance**. If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

13. **Waiver of Subrogation.** Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

_____

License Number Class Expiration Date

_____

CONTRACTOR (PRINT OR TYPE)

_____ _____

Date Signature

(Public Contract Code § 6100)

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

_____
Name (print or type)

_____ _____
Date Signature

PERFORMANCE BOND

On _____, the City of Wildomar, a California municipal corporation ("**OWNER**"), awarded a contract ("**Contract**") to _____ ("**CONTRACTOR**" or "**PRINCIPAL**"), for the Work ("**Work**") identified as _____

The Contract and related documents ("**Contract Documents**") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto OWNER, in the sum of _____dollars ($_____), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by OWNER under the terms of the Contract , PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will perform the Work the identified in the Contract. OWNER has estimated the required amount of the bond as shown above.

2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, OWNER may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the OWNER'S demand unless otherwise agreed in a writing signed by the parties.

3. PRINCIPAL will guarantee the Work against any defective Work, labor or materials for a period of one year following the completion and acceptance of the Work by OWNER.

4. This bond is conditioned upon and guarantees due compliance with all applicable law.

5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of

the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by OWNER in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

SURETY

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

* **ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

** **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

*** **Corporations must affix corporate seal.**

PAYMENT BOND

On _____, the City of Wildomar, a California municipal corporation ("**OWNER**"), awarded a contract ("**Contract**") to _____ ("**CONTRACTOR**" or "**PRINCIPAL**"), for the Work ("**Work**") identified as _____

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and _____ _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("**SURETY**"), are held and firmly bound unto OWNER in the sum of _____ _____ dollars ($_____), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. OWNER has estimated the required amount of the bond as shown above.

2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to Work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to Work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.

3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.

4. This bond is conditioned upon and guarantees due compliance with all applicable law.

5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of

the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

SURETY

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

* **ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

** **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

*** **Corporations must affix corporate seal.**

CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

☑ County of Riverside County Clerk
2724 Gateway Dr.
Riverside, CA 92507

☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
951-677-7751, Ext. 203
Contact Person: Abdu Lachgar, AICP, Senior Planner

PROJECT CASE NO:	CIP 091
PROJECT APPLICANT/SPONSOR:	Jason Farag, Public Works Director
PROJECT LOCATION:	Citywide Maintenance District LLMD 89-1C Zones 52, 59, 62, and 67
APN(s):	N/A
PROJECT DESCRIPTION:	The project includes retrofitting 49 catch basin fossil filters (stormwater pollution treatment filters) within Zones 52, 59, 62 and 67 of the City's Landscape and Lighting Maintenance District 89-1C.

This is to advise that the City Council of the City of Wildomar as Lead Agency approved the above-described project on August 13, 2025, and determined the project to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **General Rule / Categorical Exemption** — **Section 15302 Class 2 (c) Replacement or Reconstruction**
- Other: *(Sec. .*

REASONS TO SUPPORT EXEMPTION FINDINGS:

The project is consistent with Section 15302 Class 2 which provides for replacement or reconstruction of existing structures and facilities where the new catch basin filter inserts will be located on the same site as the filter inserts being replaced and will have substantially the same purpose and capacity as the structure replaced. This includes but is not limited to Class 2 (c) for replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

Based upon the identified exemption above, the City of Wildomar hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

LEAD AGENCY CONTACT: Abdu Lachgar **PHONE NUMBER:** (951) 677-7751, Ext. 203

Abdu Lachgar, AICP, Senior Planner **Date**

DRAFT

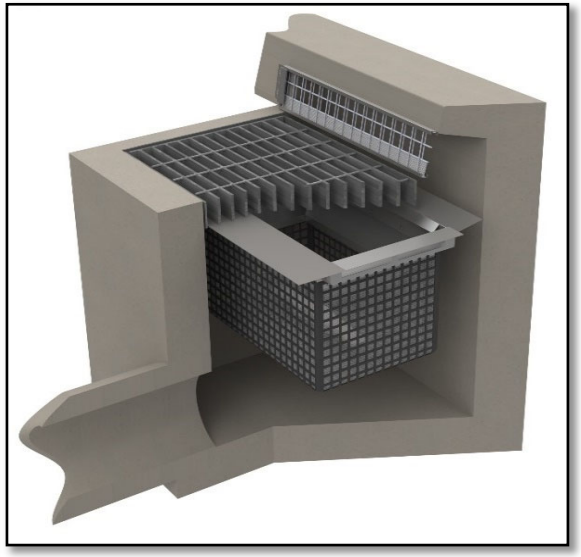
8.13.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Catch Basin Filter Retrofit Project**	**CIP NO.:**	091	**DEPT:**	Public Works
LOCATION:	Various LLMD Zones Citywide	**CATEGORY:**	Drainage	**MANAGER:**	Cameron Luna
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

This project will upgrade existing catch basin filters. Several storm drain inlets/catch basins in LLMD zones contain filters which collect trash and remove pollutants from the water which enters the storm drain system, before the water reaches downstream water bodies such as the Murrieta Creek and Lake Elsinore. The filter upgrade will include installation of newer filters that meet current water quality requirements and remove trash and other pollutants with a higher efficiency.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	328,900				328,900	-	-	-	-
Const Admin/Inspect.	17,480				17,480	-	-	-	-
Total Cost:	**$ 346,380**				**$ 346,380**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
601 - LLMD Zone 52	$ 198,200				$ 198,200	$ -	$ -	$ -	$ -
601 - LLMD Zone 59	30,500				30,500	-	-	-	-
601 - LLMD Zone 62	88,000				88,000	-	-	-	-
601 - LLMD Zone 67	29,680				29,680	-	-	-	-
	-				-	-	-	-	-

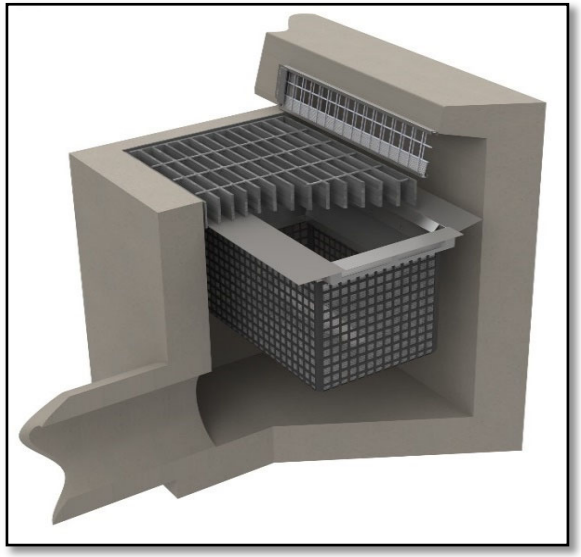
APPROVED 6.11.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Catch Basin Filter Retrofit Project**	**CIP NO.:**	091	**DEPT:**	Public Works
LOCATION:	Various LLMD Zones Citywide	**CATEGORY:**	Drainage	**MANAGER:**	Cameron Luna
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

This project will upgrade existing catch basin filters. Several storm drain inlets/catch basins in LLMD zones contain filters which collect trash and remove pollutants from the water which enters the storm drain system, before the water reaches downstream water bodies such as the Murrieta Creek and Lake Elsinore. The filter upgrade will include installation of newer filters that meet current water quality requirements and remove trash and other pollutants with a higher efficiency.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	246,380				246,380	-	-	-	-
Const Admin/Inspect.	25,000				25,000	-	-	-	-
Total Cost:	**$ 271,380**				**$ 271,380**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
601 - LLMD Zone 52	$ 155,313				$ 155,313	$ -	$ -	$ -	$ -
601 - LLMD Zone 59	24,240				24,240	-	-	-	-
601 - LLMD Zone 62	69,370				69,370	-	-	-	-
601 - LLMD Zone 67	22,457				22,457	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: August 13, 2025

SUBJECT: First Amendment to Cooperative Agreement with WRCOG and RCTC for the Bundy Canyon Rd./Wildomar Trail Interchange Improvement Projects (CIP 070/074)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
Authorize the Interim City Manager to execute Amendment No. 1 to Cooperative Agreement between RCTC, City of Wildomar, and WRCOG for the Bundy Canyon Rd./Wildomar Trail Interchange Improvement Projects

BACKGROUND:
Included in the 5-Year Capital Improvement Program (CIP) are the Bundy Canyon Rd./I-15 and Wildomar Trail/I-15 Interchange Improvement Projects (Projects). These Projects are multi-year projects that will allow the City to upgrade and improve the existing interchanges to accommodate the existing and future needs of the City and the region.

On October 13, 2021, the City entered into a TUMF Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) for the Bundy Canyon Rd./I-15 and Wildomar Trail/I-15 Interchange Improvement Projects (Projects). The Reimbursement Agreement provided up to $1,000,000 in TUMF funding for each of the two interchanges.

On January 17, 2024, the City approved a Cooperative Agreement with the Riverside County Transportation Commission (RCTC) and WRCOG for the Projects. Under the Cooperative Agreement, RCTC is providing Project Management services to the City for the Projects and will be reimbursed directly by WRCOG using the City's TUMF funding. The Cooperative Agreement was fully executed on April 4, 2024.

On October 9, 2024, RCTC approved contracts for the preparation of Project Study Reports for the Projects with HDR Engineering. Since that time, the City has been working with RCTC, HDR, and Caltrans on the Project Study Reports for each interchange.

On December 11, 2024, the City approved the First Amendment to the TUMF Reimbursement Agreement to increase funding for each of the two interchanges to $1,500,000 based on actual estimated costs for HDR and Caltrans' work on the Projects.

DISCUSSION:
To ensure consistency with the amended TUMF Reimbursement Agreement and to ensure that RCTC has access to the available funding identified in the amendment to perform Project Management services on behalf of the City, as well as to pay the consultant, HDR

Engineering, and Caltrans fees related to the Projects, an amendment to the Cooperative Agreement is necessary. The proposed First Amendment to the Cooperative Agreement will adjust the funding provision of the agreement, increasing the funding to $3,000,000, and making it consistent with the amended TUMF Reimbursement Agreement which provides $1,500,000 for each of the two interchanges. A copy of the proposed amendment is included in Attachment A.

Staff recommends that the City Council authorize the Interim City Manager to execute Amendment No. 1 to Cooperative Agreement between RCTC and WRCOG for the preparation of the Bundy Canyon Rd. and Wildomar Trail interchanges at Interstate 15 Project Study Reports (First Amendment).

FISCAL IMPACT:
$15,000 has been included in the approved 5-Year CIP and in the adopted budget for each of these Projects, for a total of $30,000, to cover costs for City staff time spent on the Projects. The total TUMF funding provided for under the Reimbursement Agreement accounts for City staff costs, in addition to RCTC, Caltrans, and consultant costs. Under this Reimbursement Agreement, the City can submit requests to WRCOG for reimbursement of staff costs for time spent on the Projects. Expenditures beyond the $30,000 from RCTC, Caltrans, and the consultant will be managed directly between WRCOG and RCTC and do not affect the City's budget/ledger.

No additional funding is needed at this time. There is no impact to the General Fund.

ATTACHMENTS:
A - First Amendment to Cooperative Agreement

Agreement No. 24-31-055-01

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT BETWEEN

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, CITY OF WILDOMAR, AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

FOR THE PREPARATION OF THE BUNDY CANYON ROAD AND WILDOMAR TRAIL INTERCHANGES AT INTERSTATE 15 PROJECT STUDY REPORTS

1. Parties and Date. This Amendment No. 1 ("Amendment No. 1") to Cooperative Agreement is made and entered into this ___ day of _____, 2025 by and between the Riverside County Transportation Commission (RCTC), City of Wildomar (Wildomar), and Western Riverside Council of Governments (WRCOG). RCTC, Wildomar, and WRCOG may collectively be referred to as the "Parties."

2. Recitals.

2.1 The Parties have previously entered into an agreement titled "Cooperative Agreement Between Riverside County Transportation Commission, City of Wildomar, and Western Riverside Council of Governments for the preparation of the Bundy Canyon and Wildomar Trail Interchanges at Interstate 15 Project Study Reports" dated April 4, 2024 (the "Master Agreement").

2.2 The purpose of the Master Agreement was to identify RCTC as the lead agency for the preparation of the Project Study Report (PSR) for the Bundy Canyon Road and Wildomar Trail Interchanges at Interstate 15 (collectively the Projects); to set forth the terms and conditions for WRCOG's release of Transportation Uniform Mitigation Fee (TUMF) Program Funds for the Projects; and to outline the administration roles and responsibilities for each agency.

2.3 Prior to entering into the Master Agreement, WRCOG and Wildomar entered into funding agreements allocating a total of $2,000,000 of TUMF Program Funds for the preparation of PSRs for the Projects ("WRCOG-Wildomar Funding Agreements"). As of December 11, 2024, WRCOG and Wildomar have amended the Funding Agreements to increase the original total funding amount from $2,000,000 to $3,000,000.

2.4 The purpose of this Amendment No. 1 is to increase the Funding Amount, as that term is defined in the Master Agreement, available to reimburse RCTC for its expenses incurred in preparing the PSRs.

3. Terms.

3.1 The first paragraph of Section 3.2 of the Master Agreement is hereby amended to read as follows:

> 3.2 Funding. WRCOG hereby agrees to distribute to RCTC, on the terms and conditions set forth herein, a sum not to exceed, $3,000,000 ("Funding Amount") to be used to reimburse RCTC for expenses incurred in preparation of the PSR's for the projects. The Funding Amount shall also be used to reimburse Wildomar for its staff time. The Funding Amount shall consist of the $3,000,000 in TUMF Program Funds for the Projects. The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Projects.

3.2 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.

3.3 This Amendment No. 1 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.4 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.5 A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

[Signatures on following page]

SIGNATURE PAGE
TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT FOR BUNDY CANYON ROAD AND WILDOMAR TRAIL INTERCHANGES AT INTERSTATE 15 PROJECT STUDY REPORT COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Cooperative Agreement on the date first herein above written.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson, Executive Director

CITY OF WILDOMAR

By: _____

Title: Chris Mann, Interim City Manager

ATTEST:

By:_____

Title: Janet Morales, CMC, City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: August 13, 2025

SUBJECT: Sole Source Agreement for Professional Services with Hinderliter Dellamas & Associates (HdL) for Business Registration Management and Administration

SUBMITTED BY: Kimberly Davidson, Economic Development Director

PREPARED BY: Kimberly Davidson, Economic Development Director

ACTION:
Authorize the Interim City Manager to execute a sole source Agreement for Professional Services with HdL Software LLC.

SUMMARY:
HdL has successfully administered and managed our Business Registration program for the past five years, providing the City with a comprehensive dataset throughout that time. With the current contract set to expire in December 2025, we believe it is in the best interest of our business community to maintain continuity by extending HdL's services without interruption. Issuing a Request for Proposals (RFP), onboarding a new vendor, implementing new software, transferring existing data, and training staff would involve significant costs and administrative burden. Additionally, since the current agreement with HdL remains valid through December 11, 2025, pursuing a transition at this stage could result in overlapping services and unnecessary expenses for the City of Wildomar.

BACKGROUND:
The original agreement with HdL was signed on December 11, 2019, and was extended last year for an additional year to allow time for the City to evaluate bringing the Business Registration program in-house. However, after further assessment, it has been determined that, given our current resources and staffing levels, the registration process would be more efficient and effective if it remains with HdL rather than being managed internally.

DISCUSSION:
The new proposed agreement would be effective August 13, 2025 and will supersede the agreement executed in December 2019. The term of the new agreement is set for 3 years with a not to exceed amount of $150,000. This amount is based on an approximate processing of 2,000 applications per year. Staff negotiated with HdL to maintain a fixed fee rate of $22 per application for the full 3 years, which is offset by the Business Registration fee the City collects.

ACCOUNT CODE:
100-0000-3200 Business Registration Revenue
100-4800-52300 Business Registration Expenses

ENVIRONMENTAL ANALYSIS:
None.

FISCAL IMPACT:
The original contract with HdL in 2019 was not to exceed $50,000 per year and was scheduled to end on December 11th, 2025. After exploring various options, the City decided that a continued partnership with HdL is the best option. This agreement would be for the same annual amount and the additional costs associated with continuing the partnership past December 2025 will be incorporated into the next quarterly budget report.

ATTACHMENTS:
1. HdL Agreement

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

Hinderliter Dellamas & Associates

4912-1276-8092 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
Hinderliter De Llamas & Associates

This Agreement for Services ("Agreement") is entered into as of this 1st day of Septermber, 2025 by and between the City of Wildomar, a municipal corporation ("City") and Hinderliter De Llamas & Associates, a corporation, ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by sole source Agreement, approved by Council, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a Scope of Work for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

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

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

E. City and Service Provider entered into a contract dated December 11, 2019 (the "Original Agreement"). The Parties wish to terminate the Original Agreement concurrent with the execution of this Agreement.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years commencing on the date first ascribed above. Agreement may be extended for two (2) successive one (1) year terms at City's sole option.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

(c) Termination of Original Agreement. The Parties agree that the Original Agreement is hereby terminated. Each Party releases, waives and discharges the other from any and all claims, demands, causes of action and obligations arising out of or in connection with the Original Agreement, except for those obligations that expressly survive termination.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, excluding any contingency based services, shall not exceed one hundred fifty thousand dollars ($150,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), not including ant contingency based services, this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed

and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all completed documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate

this Section.

All completed original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to an concern the result of Service Provider's provision of service and not the means, methods, or scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ,

at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit “A” “Scope of Work” that shall also be applicable to Service Provider’s work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Service Provider shall provide a hazard assessment upon request to the City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for any failure by third parties, including the City's clients, customers, or constituents, to pay any fees, charges, or other amounts owed to the City. This limitation shall not apply to any failure by consultant to perform its services in a manner consistent with the professional standard of care applicable to such services, or to any act or omission that constitutes gross negligence, willful misconduct, or a material breach of this Agreement.

(c) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(d) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services

shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: Attn: Contracts
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining

provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

_____
Chris Mann
Interim City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

“Service Provider”: _____

By: _____ By: _____

Name:_____ Name: _____

Its (Title):_____ Its (Title): _____

NOTE: SERVICE PROVIDER’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

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_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

4912-1276-8092 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

4912-1276-8092 v1

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license administration.

1. Operations Management Services

1.1. Establish and maintain database of Client businesses.

1.2. Receive and process applications, renewals and payments in a timely fashion.

1.3. Send renewal notices to active businesses within 30 days of the renewal period end date.

1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, and phone. Consultant specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).

1.5. HdL will provide the following documentation to new business, as applicable based on business type to new businesses. These documents are collectively referred to as the 'required forms':

1.5.1. Home Occupation Businesses: Home Occupation Business Review, Home Occupation Permit Agreement

1.5.2. Commercial Businesses: Additional NPDES, Commercial Business Application

1.5.3. Mobile Businesses: Sidewalk Vending, Mobile Business Review, Mobile Food Truck Permit Agreement.

1.6. HdL shall not be held responsible for sending requests for documentation other than the documentation we have agreed to provide in paragraph 1.5. City Staff will be responsible for communicating directly with businesses to clarify, update, or otherwise obtain additional information once the required forms have been submitted.

1.7. HdL will allow up to two approvals per single account within the approval module of its software at the time of application.

1.8. Delinquency Notices and Collection Efforts Delinquency notices and collection efforts are specifically excluded from the scope of this agreement. The City acknowledges that the provisions within its code regarding the enforcement and collection of delinquencies make it impractical for HdL to undertake any collection of such delinquencies.

1.9. Remit revenue to Client monthly.

1.10. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.
   2.1. Client Responsibilities
      2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by Consultant's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by Consultant's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

EXHIBIT "B"
COMPENSATION

3. **Operations Management Services**
   3.1. Fees for performing operations management Services shall be $22.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.
   3.2. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
   3.3. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. **Payment Processing** – Consultant will configure payment processing services to utilize either a business funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
   4.1. Business funded model – Client authorizes Consultant to collect each convenience fee from the business at time of payment.
      4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00
      4.1.2. ACH/eCheck processing - $2.50 per transaction
   4.2. Client funded
      4.2.1. Credit and debit card processing – 2.9% of transaction amount
      4.2.2. ACH/eCheck processing - $0.75 per transaction
   4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the business's account.

Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

EXHIBIT "C"
INSURANCE REQUIREMENTS

Service Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(Not required if Service Provider provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices 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, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting

coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: August 13, 2025

SUBJECT: Modifying the Schedule and Requirements for Wildomar Cemetery District Board Meetings

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2025-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA MODIFYING THE SCHEDULE AND REQUIREMENTS FOR WILDOMAR CEMETERY DISTRICT BOARD MEETINGS

SUMMARY:
Adopting a Resolution to allow the City Council to conduct joint regular meetings of the Wildomar City Council and Wildomar Cemetery District Board.

BACKGROUND:
On July 28, 2011, the Riverside County Local Agency Formation Commission approved the establishment of the Wildomar Cemetery District as a subsidiary district of the City of Wildomar and the associated plan of services. On November 9, 2011, the City Council adopted Resolution No. 2011-51, establishing the Cemetery District as a subsidiary district and establishing the policies and procedures, including when and how meetings can occur.

DISCUSSION:
In an effort to streamline the City Council and Cemetery Board district meetings, staff is recommending that the City Council adopt a resolution that will allow for the simultaneous, joint conduct of the Wildomar City Council and the Wildomar Cemetery District Board meetings. The resolution proposed removes the previous language that states that "Regular Meetings of the Wildomar Cemetery District shall be convened at the first regular meeting each month of the Wildomar City Council following the conclusion of the City Council meeting". If the resolution is adopted, the meetings will be conducted at the same time and place as the City Council regular meetings. The City Council will open the regular Council and Board meeting concurrently and run the meeting as one.

FISCAL IMPACT:
No fiscal impact in conducting joint meetings.

ATTACHMENTS:
1. Resolution - Cemetery District Board Meetings 2025
2. Reso 2011-51

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA MODIFYING THE SCHEDULE AND REQUIREMENTS FOR WILDOMAR CEMETERY DISTRICT BOARD MEETINGS

WHEREAS, on March 28, 1955 the Wildomar Cemetery District was formed under Section 8890 et. seq. of the Health and Safety Code by resolution of the Riverside County Board of Managers; and

WHEREAS, by action taken on July 28, 2011, the Riverside County Local Agency Formation Commission ("LAFCO") approved establishment of the Wildomar Cemetery District as a subsidiary district of the City of Wildomar and the associated plan of services ("Plan of Services"); and

WHEREAS, the Plan of Services provides that the elected members of the Wildomar City Council will serve as the Board of Trustees for the Wildomar Cemetery District; and

WHEREAS, the Plan of Services calls for the City Manager or his or her designee to serve as the General Manager of the Wildomar Cemetery District; and

WHEREAS, the City Council of the City of Wildomar adopted Resolution No. 2011-51 on November 9, 2011 to ratify the actions taken by LAFCO and accept the Wildomar Cemetery District and the Plan of Services as a subsidiary district of the City of Wildomar; and

WHEREAS, under the Ralph M. Brown Act, "a legislative body whose membership constitutes a quorum of any other legislative body may convene a meeting of that other legislative body, simultaneously or in serial order." (Gov. Code, § 54952.3); and

WHEREAS, Section V of Resolution No. 2011-51 stipulated that, "Regular meetings of the Wildomar Cemetery District shall be convened at the first regular meeting each month of the Wildomar City Council following the conclusion of the City Council meeting."; and

WHEREAS, the City Council seeks to modify Resolution No. 2011-51 to remove limits on when Wildomar Cemetery District Board meetings can occur and allow the simultaneous, joint conduct of Wildomar City Council and Wildomar Cemetery District Board meetings pursuant to state law.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DEERMINED, AND ORDERED by the City Council of the City of Wildomar assembled in regular session on August 13, 2025, as follows:

Section 1. *Findings.*
The City Council finds and determines that the preceding recitals are true and correct.

Section 2. *Action.*
Wildomar Cemetery District Board meetings may be conducted jointly with Wildomar City Council meetings, pursuant to Government Code § 54952.3, or otherwise in accordance with state law.

Section 3: *Precedence*
This Resolution's terms will supersede and take precedence over any conflicting terms in any prior City Council Resolution, including, without limitation, Resolution No. 2011-51.

Section 4: *Certification*
The City Clerk is directed to certify the adoption of this Resolution.

Section 5: *Effective Date*
This Resolution will take effect from and after its date of its adoption.

PASSED AND ADOPTED this 13th day of August 2025.

_____
Ashlee DePhillippo,
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

RESOLUTION NO. 2011 - 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE WILDOMAR CEMETERY DISTRICT AS A SUBSIDIARY DISTRICT OF THE CITY

WHEREAS, on March 28, 1955 the Wildomar Cemetery District was formed under Section 8890 et. seq. of the Health and Safety Code by resolution of the Riverside County Board of Managers; and

WHEREAS, by action taken on July 28, 2011, the Riverside County Local Agency Formation Commission ("LAFCO") approved establishment of the Wildomar Cemetery District as a subsidiary district of the City of Wildomar and the Plan of Services proposed; and

WHEREAS, the Plan of Services provides that the elected members of the Wildomar City Council shall serve as the Trustees for the Wildomar Cemetery District; and

WHEREAS, the Plan of Services calls for the City Manager or his or her designee to serve as the General Manager of the Wildomar Cemetery District; and

WHEREAS, the City Council of the City of Wildomar wishes to ratify the actions taken by LAFCO and accept the Wildomar Cemetery District and the Plan of Services as a subsidiary district of the City of Wildomar.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY RESOLVE AS FOLLOWS:

SECTION I. The Wildomar Cemetery District is hereby accepted as a subsidiary district of the City of Wildomar.

SECTION II. The Plan of Services approved by LAFCO and set forth as Exhibit A hereto is ratified and accepted.

SECTION III. The elected members of the City Council are hereby appointed to serve as the Board of Trustees for the Wildomar Cemetery District for the term of their tenure in office as members of the City Council.

SECTION IV. The City Manager is hereby designated as the General Manager of the Wildomar Cemetery District.

SECTION V. Regular meetings of the Wildomar Cemetery District shall be convened at the first regular meeting each month of the Wildomar City Council following the conclusion of the City Council meeting.

SECTION VII. At the first meeting of the Wildomar Cemetery District following adoption of this resolution, the Board of Trustees shall select a Chairman and Vice Chairman.

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2011.

Marsha Swanson
Mayor

ATTEST:

Debbie A. Lee, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2011 - 51 was duly adopted at a regular meeting held on November 9, 2011, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Cashman, Moore, Walker

NOES: None

ABSTAIN: None

ABSENT: None

Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: August 13, 2025

SUBJECT: Fifth Amendment to Agreement with RRM Design Group, Inc., for the 27-Acre Park Project (CIP 062-1)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Authorize the Interim City Manager to execute the Fifth Amendment to the Agreement with RRM Design Group for the 27-Acre Park Project for an amount not to exceed $108,296.

SUMMARY:
To complete the post-grant award requirements for Land and Water Conservation Fund (LWCF) for Phase 1 of the 27-Acre Park, additional design work is needed to obtain Federal environmental permits to ensure that the park site is compliant with LWCF funding requirements and regulatory agency permit requirements. This Fifth Amendment incorporates the scope of work and fee for this environmental support.

In addition, to support the City's construction administration/inspection and oversight responsibilities during the construction of the park, an additional scope of work and fee have been provided for RRM's construction support services.

BACKGROUND:
The 27-Acre Park (Park) is a proposed City Park located on the northeast corner of La Estrella Street and Susan Drive, southwest of Wildomar Trail. The Park is adjacent to Ronald Reagan Elementary School and is included in the City's Parks Master Plan.

The City and RRM Design Group (RRM) first entered in a Design Professional Services Agreement for Landscape Architectural Services for the 27 Acre Park (Agreement) on October 11, 2017 to prepare a visioning document for parks included in the City's Parks Master Plan. A First Amendment to the Agreement was made on May 9, 2018. The First Amendment authorized RRM to provide concepts and a preferred schematic plan for a separate 11-Acre park site at Grand Avenue and Leslie Street.

A Second Amendment to the Agreement was approved on October 14, 2020. The Second Amendment authorized RRM to prepare a Design Development Package and Construction Documents for Phase I of the 27-Acre Park. Phase 1 of the 27-Acre Park includes some initial parking areas, trail systems, a bicycle skills course, natural drainage preservation, landscape and native plant restoration, and street improvements to La Estrella Road and Wildomar Trail.

A Third Amendment to the Agreement was approved on October 11, 2023. The Third Amendment amended the Term of the Agreement.

A Fourth Amendment to the Agreement was approved on January 15, 2025. The Fourth Amendment authorized RRM to prepare schematic Plan and Profile sheets for Susan Drive and La Estrella Street for 27-Acre Park.

The City and RRM are currently finalizing design plans for Phase 1 of the Park and the City has been awarded grant funding through the Land and Water Conservation Fund (LWCF) for the construction of Phase 1.

DISCUSSION:

As part of the construction of Phase 1 of the Park, there are impacts to areas of the Park property that are subject to regulatory agency jurisdiction (e.g., California Department of Fish and Wildlife, State Water Resources Control Board, US Army Corps of Engineers). In addition, due to the inclusion of Federal funding through the LWCF grant, there are additional environmental requirements that the Park construction must comply with. To comply with these various environmental requirements, additional work by the designer not previously included in the original Agreement with RRM is required. RRM has provided a scope and fee for this additional work.

In addition, once the Park moves forward into the construction phase, the City will need support from the designer for various construction-related tasks including review of and response to contractor Requests for Information, review of contractor material submittals, participation in construction progress meetings, response to City requests/questions, preparation of record drawings (as-built plans), etc... These tasks were not included in the existing Agreement with RRM, so RRM has provided the City with a scope and fee for this work as well.

The added scope is proposed for a cost not to exceed $108,296. Staff has reviewed the proposed fees and determined that they are reasonable for the added scope.

An extension to the existing Agreement is also needed, to extend the term of the Agreement through the estimated construction period, ending on June 30, 2027.

Staff recommends that the City Council authorize the Interim City Manager to execute the Fifth Amendment to the Agreement with RRM to add the additional scope of work, increase the total compensation under the Agreement, and to extend the term of the agreement. Authorizing this extra work now will provide the needed resources to complete the required environmental permitting and environmental compliance tasks, as well as provide the design support services needed during the construction phase.

A copy of the proposed Fifth Amendment is included as Attachment A.

ENVIRONMENTAL ANALYSIS:

An IS/MND for the Park has already been completed and approved in conformance with the California Environmental Quality Act (CEQA).

FISCAL IMPACT:
The Fifth Amendment is for a cost not to exceed $108 ,296. Adequate funds from DIF Park Improvement Funds (Fund 461) were already included in the approved 5-Year CIP and in the FY 25/26 budget to cover the costs for this amendment. No additional funds are needed at this time.

There is no impact to the General Fund.

ATTACHMENTS:
A - Fifth Amendment with RRM

FIFTH AMENDMENT TO
DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR 27 ACRE PARK

by and between the

CITY OF WILDOMAR

and

RRM DESIGN GROUP, INC.

Dated August 13, 2025

FIFTH AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE 27 ACRE PARK

This Fifth Amendment to Agreement for Design Professional Services ("Fifth Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and RRM Design Group, Inc. a State of California Corporation ("Design Professional"), as follows:

RECITALS

A. City and Design Professional entered in an agreement for Design Professional Services on October 11, 2017 ("Agreement"). The Agreement provides that Design Professional will perform Landscape Architectural services.

B. Section 2 of the Agreement provides that Scope and Cost for the performance of the services.

C. The City and Design Professional entered in a First Amendment to Agreement on May 9, 2018. The First Amendment amended Section 2 to provide concepts, and a preferred schematic plan for a potential 11 acre park site at Grand Avenue and Leslie Street.

D. The City and Design Professional entered in a Second Amendment to Agreement on October 14, 2020. The Second Amendment amended Section 2 to include preparation of Design Development Package and Construction Documents for Phase I of a phased development of the approved Master Plan.

E. The City and Design Professional entered in a Third Amendment to Agreement on October 11, 2023. The Third Amendment amended Section 1 relating to the Term of the Agreement.

F. The City and Design Professional entered in a Fourth Amendment to Agreement on January 15, 2025. The Fourth Amendment amended Section 2 Scope of Services for preparing Schematic Plan and Profile sheet(s) for La Estrella Street and Susan Drive (Exhibit D) and Section 4 of the agreement relating to the Total Compensation of the Agreement.

G. This Fifth Amendment amends Section 1 relating to the Term of the Agreement, Section 2 Scope of Services for providing Environmental Support and Construction Support Services (Exhibit E) and Section 4 of the agreement relating to the Total Compensation of the Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Fifth Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 Section 1 of the Agreement is hereby amended to read as follows:

(a) Subject to the provisions of Section 20 “Termination of Agreement” of this Agreement, the Term of this Agreement shall expire on June 30, 2027.

1.2 Section 2 of the Agreement is hereby amended to read as follows:

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and Exhibit “E” of the Fifth Amendment respectively and made a part of this Agreement by this reference.

1.3 Section 4 of the Agreement is hereby amended to read as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Six Hundred Fifty One Thousand One Hundred and Ninety Seven dollars ($651,197)**, unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

2. **GENERAL PROVISIONS**

1.3 **Remainder Unchanged**. Except as specifically modified and amended in this Fifth Amendment, the Agreement remains in full force and effect and binding upon the parties.

1.4 **Integration**. This Fifth Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Fifth Amendment.

1.5 **Effective Date**. This Fifth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Design Professional.

1.6 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Fifth Amendment.

1.7 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fifth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to the Agreement on the date and year first written above.

CITY

CITY OF WILDOMAR

By:_____
Chris Mann, Interim City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

DESIGN PROFESSIONAL

RRM Design Group

By:_____
Mike Sherrod, ASLA, LEED AP
Its: Principal

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 20____, before me, _____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

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

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NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4845-1206-0416 v1

EXHIBIT "E"

Extra Work - Environmental Support and Construction Support Services Scope and Fee

Contract Amendment No. 08

Date: June 4, 2025	
Client: City of Wildomar	**Task ID Number:** J.01 - J.04
Project Name: 27 Acre Park	**Project Number:** 1064-01-RC17

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with City of Wildomar (the "Client") dated October 11, 2017 (the "Prime Agreement") for the project: 27 Acre Park (the "Project"). This Contract Amendment authorized by the Client is subject to the Terms and Conditions of the Prime Agreement.

I. Description of Work to be Performed

Per a meeting held on May 20, 2024, and correspondence on April 3, 2025, the Client has directed RRM Desing Group (RRM) to compile a contract amendment for 27 Acre Park Phase 1 construction support services. Contract Amendment 08 authorizes RRM to provide construction administration, construction observation, and record drawings. In addition, an environmental support task has been included to assist the project's environmental consultants.

II. Scope of Work Summary

Task J: Construction Support Services

Subtask J.01: Environmental Support
Subtask J.02: Construction Administration
Subtask J.03: Construction Observation
Subtask J.04: Record Drawings

III. Additional Scope of Services

Task J: Construction Support Services

Subtask J.01: Environmental Support

RRM's team will assist the Client and environmental team with information for Phase 1 of 27 Acre Park that is necessary to determine mitigation factors on the site. This may include revising plan sheets, creating exhibits, calculations, grading impacts, planting and irrigation strategies, and providing AutoCAD drawings. This task also includes meetings and coordination with the environmental team as well as

reviewing mitigation plans to properly implement mitigation requirements into the construction document set.

Deliverables:

- Revise drawings, impact exhibits, calculations, grading extents, planting and irrigation strategies, and AutoCAD drawings necessary to determine mitigation requirements
- Correspondence, memos, and meeting minutes for meetings held with the Client and environmental team
- Review and implementation of mitigation strategies into the construction document package

Subtask J.02: Construction Administration

RRM's team will support the Client during the anticipated 187 working day (9 month) construction period. RRM will attend one pre-construction conference, review and respond to requests for information (RFI), submittals, and contractor supplied shop drawings and rough grading survey. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details and prepare preliminary and final punch lists. RRM will also coordinate with City of Wildomar staff, as necessary.

Deliverables:

- Prepare for and attend one (1) pre-construction conference
- RFI, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents

Subtask J.03: Construction Observation

RRM's Project Manager/Landscape Architect will prepare for and attend up to nine monthly field observation meetings (once per month) throughout the anticipated 187 working day (9 month) construction period to observe construction progress.

In addition to attendance by RRM's Project Manager at the meetings listed above, RRM's team members will attend field observation meetings related to their design elements at the key milestones specified below:

- Civil Engineer – five (5) field observation meetings

Mtg. Quantity	Construction Milestone
1	Site demolition
2	Rough grading
2	Utility work

- Pump Track Landscape Architect – four (4) field observation meetings

Mtg. Quantity	Construction Milestone
1	Initial layout before rough grading
1	Confirm rough grading prior to start of finish grading
1	Review finish grading to develop punch list
1	Punchlist completion confirmation

- Electrical Engineer – two (2) field observation meetings

Mtg. Quantity	Construction Milestone
1	Undergrounding work prior to cover up
1	Punchlist walkthrough

These site visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow RRM to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. RRM's design team shall not supervise, direct, or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Furthermore, the contractor shall be responsible for notifying RRM in a timely manner to schedule these field observation meetings. RRM's team shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. RRM does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform work in accordance with the contract documents or any applicable laws, codes, rules, or regulations. Due to the indeterminate nature of the construction observation requests, this task includes budget for meeting quantity stated above. If more construction observation requests are received, they are to be authorized by the City as additional work.

Deliverables:

- Prepare for and attend the quantity of construction observation meetings listed above
- Field notes and photo documentation

Subtask J.04: Record Drawings

Upon completion of construction work, RRM's design team will compile and deliver to the Client a reproducible set of record drawings based upon the marked-up as-built drawings, addenda, change orders, and other data furnished by the contractor and construction manager. These record drawings will show significant changes made during construction. Because these record drawings are based on

unverified information provided by the other parties, which RRM shall assume will be reliable, RRM cannot and does not warrant their accuracy.

Deliverables:

- One (1) set reproducible set of record drawings

IV. Compensation

Basic Services

Subtask J.01: Environmental Support	Fixed Fee:	$	30,000
Subtask J.02: Construction Administration	Fixed Fee:	$	31,280
Subtask J.03: Construction Observation	Fixed Fee:	$	25,640
Subtask J.04: Record Drawings	Fixed Fee:	$	20,376
Reimbursable Expenses	T&M/NTE:	$	1,000
Total Amendment 08		$	108,296
Total Current Contract		$	542,901
Total Amended Contract		$	651,197

Notes:

1. *Fixed-fee tasks will be billed as the work progresses until they are completed and the total amount stated in the contract for the task is invoiced.*
2. *Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) establish the maximum billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client.*
3. *Reimbursable expenses will be billed as "Time and Materials – Not to Exceed" (T&M/NTE) and include such things as document reproduction, plotting services, public workshop materials, company car mileage (current federal rate), rental car, air fare, parking, lodging, per diem expenses, and overnight delivery. Reimbursable expenses will be billed at cost plus a 10% markup.*
4. *RRM may adjust any individual line-item amount within the total overall budget amount shown, with written approval of the City.*
5. *RRM reserves the right to adjust hourly rates on an annual basis.*

CITY OF WILDOMAR
REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: August 13, 2025

SUBJECT: Development Code Amendment No. 2025-04 (Gas Stations, Car Washes, and Storage Uses) - Introduce Ordinance No. ____ revising Title 17 (Development Code) of the Wildomar Municipal Code

SUBMITTED BY: Robert Flores, Interim Community Development Director

PREPARED BY: Robert Flores, Interim Community Development Director

ACTION:
1. Determine that Development Code Amendment (DCA) No. 2025-04, and associated Ordinance No. [next in order], is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. Introduce Ordinance No. ___ and conduct the first reading by title only for ordinance, based on the necessary finding within, entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

3. Direct the City Clerk to schedule the second reading of Ordinance No. ____ at the next regular City Council meeting or as soon thereafter as feasible.

SUMMARY:

Consideration of amendments to the Development Code by adding and amending various parts of Title 17 (Development Code) of Wildomar Municipal Code, relating to carwashes, service/gas stations, and indoor/outdoor storage facilities, as summarized below:

- Disallow any new carwashes (any type), service (gas) stations with or without convenience stores, storage facilities (indoor / outdoor) in commercial and mixed-use zones and major commercial corridors and freeway off-ramps.
- Allow stand-alone convenience stores with a Conditional Use Permit (CUP) in commercial zones.
- Allow storage facilities in industrial zones only.
- Create a new overlay, as shown in Exhibit B of the attached Draft City Council Ordinance, for the potential historic, downtown area to restrict carwashes, service stations, storage facilities and maintain the vision for any potential nonresidential developments.

- Ensure that existing, entitled facilities, constructed or entitled, can continue or modify operations without limitation of a legal nonconforming use.
- Allow applications that have been submitted to move forward through the process
- Minor technical clean up to code sections for consistency and accuracy of the code.

BACKGROUND:

On January 15, 2025, the City Council adopted Ordinance No. 247 adopting a new comprehensive Development Code for the City. The City Council, Planning Commission and members of the community have expressed concern over the number of carwashes, service/gas stations, and storage facilities that are being developed or exist within the City boundary.

On June 11, 2025, the City Council directed the Community Development Department to amend the Wildomar Municipal Code to address the above concern. Businesses and property owners have raised concerns regarding the impacts of limiting or prohibiting such uses would have on existing businesses and their future operations in light of new regulations, and how new regulations would affect existing applications for the potentially restricted uses.

Planning Commission Recommendation:

At its June 30, 2025 special meeting, the Planning Commission conducted a duly noticed public hearing, considered all oral and written evidence in the administrative record, and voted 5-0 to adopt Planning Commission Resolution No. 2025-12, recommending that the City Council find the proposed amendment exempt from further environmental review, approve Development Code Amendment No. 2025-04, and adopt the associated Ordinance No. [next in order] attached hereto and incorporated herein by reference. The Planning Commission directed that the code amendment text be updated to clarify that existing businesses operating under the newly restricted uses would not be subject to referenced buffers that would apply to specified new operations. The attached updated version of DCA No. 2025-04 contains the revised clarifying language.

DISCUSSION:

Development Code Amendment Summary:

The proposed Development Code amendment includes various revisions and additions for the purpose of disallowing various uses within Title 17 (Development Code) of the Municipal Code, including Chapter 17.25 (Establishment of Zones), Chapter 17.35 (Residential Zones), Chapter 17.40 (Commercial and Mixed-Use Zones), Chapter 17.45 (Manufacturing/Industrial and Medical Center Zones), Chapter 17.50 (Public Facilities Zones), Chapter 17.55 (Open Space Zones), Chapter 17.59 (Overlay Zones), Chapter 17.220 (Recreational Vehicles (RV) Storage in Commercial and Residential Zones), Chapter 17.221 (Convenience Stores), Chapter 17.255 (Mini Warehouses/Self-Storage Facilities), and Chapter 17.265 (Universal Definitions) of the Wildomar Municipal Code.

The discussion of the revisions below corresponds to the text amendments set forth in the attached Draft City Council Ordinance. Regarding business and property owner concerns about: (1) existing businesses operating under the affected uses; and (2) proposed applications for such uses, the Ordinance No. [next in order] addresses these issues as follows:

1. **Existing businesses**: DCA No. 2025-04 specifies that existing businesses related to the affected uses, lawfully operating as of the effective date, i.e., 30 days following the second reading of the ordinance, will not be limited to nonconforming status and will enjoy status as lawful operations subject to the terms of applicable permits and conditions of approval for entitlements for such uses. This specification also contains the

updated language directed by the Planning Commission to make clear that existing businesses would not be affected by the proposed buffer restrictions for the affected uses.

2. **Existing applications**: Ordinance No. [next in order] contains uncodified language allowing any application for an approval or entitlement related to the affected uses, to be processed in accordance with the Zoning Code provisions in effect as of July 30, 2025, the application is filed on or before such date.

Chapter 17.25 (Establishment of Zones)
The proposed amendment will add a new section to provide a list of overlays that will be established by the code. Additionally, several sections will be revised to established overlay zones and include the necessary overlay language for consistency.
Chapter 17.35 (Residential Zones)
The proposed amendment will revise an existing subsection to correct the description of the zone for the applicable Allowed Uses Table and add a provision for the new overlay zone sections.
Chapter 17.40 (Commercial and Mixed-Use Zones)
The proposed amendment will revise an existing subsection to correct the description of the zone for the applicable Allowed Uses Table and add a provision for the new overlay zone sections. Additionally, the Allowed Uses Table (17.40.020-1) will be revised to update the allowed uses for several uses currently found in the table and add a note for this change to avoid creating legal, nonconforming uses/buildings for entitled facilities, whether built or not.
Chapter 17.45 (Manufacturing/Industrial and Medical Center Zones)
The proposed amendment will revise an existing subsection to correct the description of the zone for the applicable Allowed Uses Table and add a provision for the new overlay zone sections. Additionally, the Allowed Uses Table (17.45.020-1) will be revised to update the allowed uses for several uses currently found in the table and add a note for this change to avoid creating legal, nonconforming uses/buildings for entitled facilities, whether built or not.
Chapter 17.50 (Public Facilities Zones)
The proposed amendment will revise an existing subsection to correct the description of the zone for the applicable Allowed Uses Table and add a provision for the new overlay zone sections.
Chapter 17.55 (Open Spece Zones)
The proposed amendment will revise an existing subsection to correct the description of the zone for the applicable Allowed Uses Table and add a provision for the new overlay zone sections.
Chapter 17.59 (Overlay Zones)
The proposed amendment will add a new chapter that will establish provisions that govern the new Overlay Zones.
Chapter 17.220 (Recreational Vehicles (RV) Storage in Commercial and Residential Zones)
The proposed amendment will revise and replace the entire chapter to establish sections, consistent with other chapters. Additionally, a new subsection is added to the development standards to not allow RV storage facilities within 1,000 feet of any major or commercial corridors or freeway off-ramps.
Chapter 17.221 (Convenience Stores)
The proposed amendment will add a new chapter that will establish new provisions that govern convenience stores.
Chapter 17.255 (Mini Warehouses/Self-Storage Facilities)
The proposed amendment will add a new subsection to existing development standards to not allow mini-storage facilities within 1,000 feet of any major or commercial corridors or freeway

off-ramps.
Chapter 17.265 (Universal Definitions)
The proposed amendment will add new definitions to support the changes to the code.

PUBLIC NOTICING:

The proposed Development Code Amendment (DCA 2025-04) is citywide. Consistent with applicable Wildomar Municipal Code provisions and exceeding applicable state law provisions, a public notice was published in the Press Enterprise Newspaper, a local newspaper of general circulation, at least 10 days prior to the public hearing. Since this code amendment is not associated with any specific development project, the provisions of Section 17.125.070(B)(2)(f), as described in Ordinance No. 135, requiring site posting do not apply. As required by the Municipal Code, public notice was provided directly to two (2) persons that requested such notice in writing.

One comment letter, attached hereto as Attachment E, was received prior to the Planning Commission public hearing on July 30, 2025, made part of the public administrative record during the hearing, and considered by the Planning Commission prior to taking action. One comment letter, attached hereto as Attachment E, was received prior to the Planning Commission public hearing. As of the preparation of this staff report, no other written public comment has been received regarding the proposed amendment.

ENVIRONMENTAL ANALYSIS:

CEQA Determination/Finding:

In accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., Development Code Amendment No. 2025-04, and its supporting adopting ordinance, is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment because it reduces development potential in the City by eliminating certain uses as permitted or conditionally permitted uses in the Development Code. In addition, Development Code Amendment No. 2025-04 adds a new overlay that establishes provisions to further reduce impacts within the specific geographical area perceived as the historic downtown. In any case, any potential new development that falls under some of the provisions of this update will require individual entitlement, which require separate CEQA compliance and documentation prior to approval. Therefore, the additions and revisions proposed can be seen with certainty will not cause any significant impact on the environment.

FISCAL IMPACT:

The fiscal impacts associated with the drafting, legal review, and implementation of this ordinance are covered by the Department's Operating Budget of General Fund.

ATTACHMENTS:

Attachment A - Draft City Council Ordinance - DCA2025
Attachment B - Ordinance Exhibit A - DCA 2025-04 Proposed Amendments
Attachment C - Ordinance Exhibit B - HDD Overlay Zone Map.pdf
Attachment D - PC Resolution 2025-12.pdf
Attachment E - Comment Letter received prior to Planning Commission
Attachment F - Comment Letter received prior to Planning Commission.pdf

ORDINANCE NO. [Next in Order]

AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

The Wildomar City Council does ordain as follows:

SECTION 1. *Findings.* The City Council finds, determines and declares as follows:

A. California Constitution art XI, §7, confers the police power to cities, providing that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws."

B. Government Code § 65850 et seq. grants cities broad powers to control land use by ordinance.

C. In accordance with the provisions of Section 17.145.040 of the Wildomar Municipal Code, regarding support of approval of Development Code Amendment No. 2025-04, the City Council finds as follows:

Finding: The proposed amendment is consistent with the Wildomar General Plan goals, policies, and implementation programs.

Evidence: The Economic Development Element states: "To be competitive in the regional market and in the changing retail environment, the City will need to facilitate the transformation of existing commercial areas and the development of new ones, with a focus on experience-oriented shopping (shopping where socializing, entertainment, activities, and the overall experience are as important, if not more so, as the purchase of goods)." The proposed code amendment facilitates these goals in the commercial, mixed-use, and industrial land use designations, in addition to the following Economic Development Goals: Goal ED 1, Goal ED 3, Additionally, the proposed amended regulations will still be consistent with Wildomar General Plan Land Use Element Goals, including Goal LU 2, Goal LU 3, Goal LU 5, Goal LU 9, Goal LU 10, Goal LU 11. Further, the proposed amendments relating to car washes, service/gas stations, and storage facilities are necessary to promote the public convenience and general prosperity with a diversity of uses. It is necessary to limit the number of the above facilities to promote economic development and

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orderly development pursuant to the City's police power. Development of vacant land within the city limits must be in the best interests of the residents and community.

SECTION 2: *Approval; Survival of Applications.*

A. The City Council approves: (1) the amendments to Wildomar Municipal Code ("WMC") Title 17 (Zoning); and (2) the Historic and Downtown District Overlay Map referenced in amended WMC § 17.25.021 attached hereto respectively as Exhibit "A" and "B," which are incorporated by reference.

B. The City will process applications duly filed with the City on or before July 30, 2025 for uses prohibited under the WMC amendments referenced above in Section 2(A) in accordance with the Title 17 (Zoning) provisions in effect as of July 30, 2025. "Applications duly filed," as referenced in the preceding sentence will not include "pre-applications," as described in WMC Chapter 17.120. Any project approved for such an application will not be considered a nonconforming use subject to Chapter 17.20.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (14 Cal. Code Regs. §§ 15000, *et seq*.) based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the proposed amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and Ordinance adoption may have a significant effect on the environment because it reduces development potential in the City by eliminating certain uses as permitted or conditionally permitted uses in the Development Code. In addition, Development Code Amendment No. 2025-04 adds a new overlay that establishes provisions to further reduce impacts within the specific geographical area perceived as the historic downtown. Any potential new development that falls under some of the provisions of this update will require individual entitlement, which require separate CEQA compliance and documentation prior to approval. Therefore, the additions and revisions proposed can be seen with certainty will not cause any significant environmental impact on the environment.

SECTION 4: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Summaries of Information*. All summaries of information in the findings herein are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

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SECTION 6: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, this Ordinance's provisions are severable.

SECTION 7: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; case it to be entered into the City's book of original ordinances; make a note of the passage and adoption of this Ordinance and cause it to be published or posted in accordance with California law.

SECTION 8: *Effective Date***.** This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Ashlee DePhillippo, Mayor

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM:

_____
Thomas Jex, City Attorney

EXHIBITS
Exhibit A: DCA2025-04 Amendments
Exhibit B: Historic and Downtown District, or HDD, Overlay Zone Map

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EXHIBIT "A"
DCA2025-04 AMENDMENTS

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EXHIBIT "B"
HISTORIC AND DOWNTOWN DISTRICT, OR HDD, OVERLAY ZONE MAP

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EXHIBIT "A"
DEVELOPMENT CODE AMENDMENT (DCA) 2025-04

[**NOTE TO CODIFIER**: The amendments below will be incorporated into the Wildomar Development Code as specified below along with conforming updates to the Wildomar Municipal Code's Table of Contents. Key: Added language is in red. ~~Deleted~~ language is struck.]

SECTION 1. Section 17.25.010 (Purpose) of Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the Wildomar Municipal Code ("WMC") is amended as follows:

Section 17.25.010 Purpose

This chapter establishes the zones and overlay zones applied to property within the City, the relationship of the Zoning Map to the General Plan Land Use Map and establishes the Zoning Map.

SECTION 2. Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended to add a new Section 17.25.021 (List of Overlay Zones) which will read as follows:

Section 17.25.021 List of Overlay Zones

For the purpose of providing a uniform basis for zoning, the following overlay zones, referred to alternatively herein as overlays, may be applied to the lands in the City of Wildomar.

Table 17.25.020-2 Overlay Zones	
Overlay Names	
HDD	Historic and Downtown District Overlay

SECTION 3. Section 17.25.030 (Zoning Map Established) of Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.25.030 Zoning Map Established

The City Council hereby adopts the City of Wildomar Zoning Map (hereafter referred to as the "Zoning Map"), which is on file with the Planning Department. The Zoning Map, that includes overlays established by Section 17.25.021, is hereby incorporated into this Title by reference as though it were fully included here. The Zoning Map shall be

interpreted in compliance with Chapter 17.15.020 (Interpretation) and amended in compliance with Chapter 17.145 (Development Code and Map Amendments).

SECTION 4. Section 17.25.040 (Zoning Map Established) of Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.25.040 Zone Classification and Overlay Zone Boundaries

Where uncertainty exists as to the boundaries of any zone classification, or overlay zones, the following rules shall apply:

A. Where boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be boundaries.
B. Where boundaries divide lots, the location of such boundaries shall be determined by use of the scale appearing on the underlying map, unless the boundaries are indicated by specific dimensions.
C. If any public street, alley or other right-of-way is vacated or abandoned, the land formerly in such street, alley or right-of-way shall be included within the boundaries of the zone classification or overlay zones applicable to the adjoining property on each side. In the event such street, alley or right-of-way was a zone classification or overlay zone boundary, the new zone classification or overlay zone boundary shall be the former center line of such street, alley or right-of-way.

SECTION 5. Subsection A (Allowable Uses) of Section 17.35.020 (Allowed Uses and Approval Requirements) of Chapter 17.35 (Residential Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.35.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.35.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ residential zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 6. Subsection A (Allowable Uses Table) of Section 17.40.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of

Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.40.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.40.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ commercial and mixed-use zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 7. Table 17.40.020-1 (Commercial and Mixed-Uses Zones – Allowed Uses and Approval Requirements) of Section 17.40.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended to modify only the uses listed below as follows:

Table 17.40.020-1: Commercial and Mixed-Use Zones – Allowed Uses and Approval Requirements					
Allowed Use	**C-G**	**C-H**	**MUL**	**MUH**	**Additional Requirements**
Automobile service stations, with or without concurrent sale of beer and wine.[1]	~~C~~--	~~C~~--	--	--	Note applies.
Car washes, of any kind[1]	~~C~~--	~~C~~--	~~C~~--	~~C~~--	Note applies.
Fuel station[1]	~~C~~--	~~C~~--	~~C~~--	~~C~~--	Note applies.
Recreational vehicle and boat storage[1]	~~C~~ --	~~C~~ --	--	--	Note applies. Chapter 17.220 and Section 17.155.070
Convenience stores, including the sale of motor vehicle fuel[1]	~~C~~ --	~~C~~ --	~~C~~ --	~~C~~ --	Note applies.
Convenience stores, not including the sale of motor vehicle fuel	~~P~~C	~~P~~C	~~P~~C	~~P~~C	Chapter 17.221

Note:
1. Notwithstanding anything in this code to the contrary, (a) uses lawfully existing prior to the "Effective Date" of Ordinance ____, may continue as originally entitled, (b) uses for which entitlements were granted prior to the Effective Date but have not yet started or completed needed improvements and/or started operations, may be improved and operate as entitled, and (c) the uses described by (a) and (b) shall be subject to compliance with applicable permits, conditions of approval and this Code, but shall not be considered nonconforming uses subject to Chapter 17.20, where the entitled use shall be considered allowable as permitted by approvals granted under (a) and (b) above.

SECTION 8. Subsection A (Allowable Uses Table) of Section 17.45.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.45.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.45.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ manufacturing/industrial and Medical Center zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 9. Specific uses shown below within Table 17.45.020-1 (Manufacturing/Industrial and Medical Center Zones – Allowed Uses and Approval Requirements) of Section 17.45.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended to modify only the uses listed below as follows:

Table 17.45.020-1: Manufacturing/Industrial and Medical Center Zones – Allowed Uses and Approval Requirements			
Allowed Use	**M-I**	**M-C**	**Additional Requirements**
Cold storage facilities	~~P~~C		
Mini-warehouse/storage facility.	C	--	Chapter 17.255
Automobile service stations, with or without concurrent sale of beer and wine for off-premises consumption[1]	~~C~~--	--	Note applies.
Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off premises consumption[1]	~~C~~--	--	Note applies.
Recreational vehicle~~s~~ and~~,~~ travel trailer~~s~~ ~~and~~ manufacturing (with ~~or without~~ on-site sales)	P		
Recreational vehicle and travel trailer manufacturing (without on-site sales)	C		
Recreational vehicle, travel trailers, and boat storage within an enclosed building	C		Chapter 17.220 and Section 17.155.070
Note: 1. Notwithstanding anything in this code to the contrary, (a) uses lawfully existing prior to the "Effective Date" of Ordinance ____, may continue as originally entitled, (b)			

uses for which entitlements were granted prior to the Effective Date but have not yet started or completed needed improvements and/or started operations, may be improved and operate as entitled, and (c) the uses described by (a) and (b) shall be subject to compliance with applicable permits, conditions of approval and this Code, but shall not be considered nonconforming uses subject to Chapter 17.20, where the entitled use shall be considered allowable as permitted by approvals granted under (a) and (b) above.

SECTION 10. Subsection A (Allowed Uses Table) of Section 17.50.020 (Allowed Uses and Approval Requirements) of Chapter 17.50 (Public Facilities Zone) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.50.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.50.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ public facilities zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 11. Subsection A (Allowable Uses Table) of Section 17.55.020 (Allowed Uses and Approval Requirements) of Chapter 17.55 (Open Space Zone) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.55.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.55.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ open space zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, Definitions of this Title.

SECTION 12. Section 17.30.020 (Allowed Uses and Approval Requirements) of Chapter 17.30 (Agriculture and Rural Residential Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 13. Section 17.35.020 (Allowed Uses and Approval Requirements) of Chapter 17.35 (Residential Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 14. Section 17.40.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 15. Section 17.45.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Manufacturing/Industrial and Medical Center Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 16. Section 17.50.020 (Allowed Uses and Approval Requirements) of Chapter 17.50 (Public Facilities Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 17. Section 17.55.020 (Allowed Uses and Approval Requirements) of Chapter 17.55 (Open Space Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 18. Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Chapter 17.59 (Overlay Zones), which will read as follows:

Chapter 17.59 Overlay Zones

Section 17.59.010 Purpose

The purpose of this chapter is to provide appropriate standards and requirements for overlay zones established by Section 17.25.021.

Section 17.59.020 RESERVED

Reserved.

Section 17.59.030 Zone Applicability

Base zones established by Chapter 17.25. apply as described within Article 2 of this Code, in addition to the applicability of the provisions of this Chapter.

Section 17.59.040 Historic and Downtown District

The following standards and requirements apply within the Historic and Downtown District (HDD) overlay zone.

A. The main purpose of the HDD overlay zone is to establish a specific plan that will encourage the orderly development of an area envisioned as Wildomar's Historic Downtown with appropriate uses, walkable neighborhoods, and preservation of the city's history.
    1. Proposed nonresidential developments within the HDD overly zone greater than two (2) acres must initiate a specific plan or planned development, if not already in process as initiated by the city, to ensure coordinated growth and development of the overlay zone.
    2. Proposed nonresidential development within the HDD overlay zone must add to or create a walkable environment that promotes walking, biking, and active transportation.
B. Prohibited uses within the HDD overly zone, regardless of underlying base zone, include carwashes, service/gas stations, and mini-storage facilities including outdoor storage of any kind.

SECTION 19. Chapter 17.220 of Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended in its entirety to read as follows:

Chapter 17.220 Recreational Vehicles (RV) Storage in Industrial and Agriculture and Rural Residential Zones

17.220.010 Purpose

The purpose of this chapter is to establish standards for the development of RV storage facilities within the industrial and agriculture and rural residential zones.

17.220.020 Permit Required

RV storage facility shall be subject to approval of entitlement as designated in Article 2, Tables of Allowed Land Uses and Approval Requirements.

17.220.030 Development Standards

A. Setbacks. A minimum 25-foot street/front landscape setback buffer area shall be provided along the entire street frontage to enhance the streetscape aesthetics. Only landscaping (i.e., trees, turf, drought tolerant shrubs, etc.) is permitted within this setback buffer area. The 25- foot setback is measured from the ultimate street R-O-W line.

B. Lot Coverage. All RV and boat storage proposals must designate at least 20% of the front portion of the site to RV and boat sales, or other commercial retail uses. This area may be used for display of vehicles provided the vehicles are placed behind the 25-foot street/front landscape setback buffer area note above. The 20% standard shall not apply to RV and boat storage proposals located in residential Zoning districts.
    1. The area designated for RV and boat storage shall occupy no more than 80% of the project site and be located behind the sales/commercial retail area.

C. Building Materials.
    1. All RV storage spaces shall include covered carports/canopies designed to blend in with the proposed buildings on the project site.
    2. All commercial structures/office buildings proposed shall be consistent with the city's commercial design standards and guidelines booklet.

D. Walls and Fences.
    1. The boundary line between the RV/boat storage area and RV sales/commercial retail area shall include a 6' – 8' foot "green wall" to visually screen the storage area from public view.
    2. A decorative block wall (i.e., split-face, slumpstone, or similar) shall be required along the side and rear property lines of the area designated for RV and boat storage to visually screen the storage uses from adjacent residential or commercial zoned properties.

3. In addition, a five-foot (5') wide landscape planter strip shall be required along the interior side and rear property line of the area designated for RV and boat storage to visually screen the storage uses from adjacent residential or commercial zoned properties.

E. Surface Materials.

1. The RV/boat storage area shall be made of pervious concrete or standard concrete paving for all drive aisles throughout the project site.
2. The RV/boat storage parking stalls shall be made of 5" - 6" pervious asphalt base over 6" sub-base layer to aid in percolation.
3. RV sales area paving system must be pervious concrete or standard concrete paving (higher quality product).
4. If security fencing is permitted provided it is located at the rear of the 10-foot landscape buffer noted above. In addition, security fencing shall comply with Section 17.150.050 of the Wildomar Municipal Code.

F. Major and Commercial Corridors and Freeway Off-Ramps.

1. No RV Storage facility is allowed on property within 1,000 feet of any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

SECTION 20. Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Chapter 17.221 (Covenience Stores), which will read as follows:

Chapter 17.221 Convenience Stores

Section 17.221.010 Purpose

The purpose of this section is to provide for the orderly development within the City of Wildomar of convenience stores, not including the sale of motor vehicle fuel.

Section 17.221.010 Major and Commercial Corridors and Freeway Off-Ramps.

No convenience store facility is allowed on properties within 1,000 feet from any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

SECTION 21. Chapter 17.255 (Performance Standards for Mini Warehouses/Self-Storage Facilities) of Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.25.040 ~~Performance Standards for~~ Mini-Warehouses/Storage Facilities

SECTION 22. Section 17.255.030 (Development/Performance standards) of Chapter 17.255 (Performance Standards for Mini Warehouses/Self-Storage Facilities) of Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended to add new Paragraph 2 to Subsection P, which will read as follows:

Section 17.255.030 Development/Performance standards

2. No mini-warehouse facility with or without outdoor storage is allowed on properties within 1,000 feet from any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

SECTION 23. Section 17.265.040 ("C" Definitions) of Chapter 17.265 (Universal Definitions) of Article 6 (Definitions) of Title 17 (Development Code) of the WMC is amended to include the following definitions in alphabetical order therein:

Section 17.265.040 "C" Definitions

Carwash. A commercial facility for washing automobiles, light duty trucks, and vans where facility employees wash or dry the vehicles; the customer washes the vehicle using on-site equipment or drives through an automated car washing and drying facility; or the customer washes the vehicle using on-site equipment.

Convenience Store. Retail establishments with less than 10,000 square feet of area that sell prepackaged food items, beverages and small convenience items (e.g., periodicals, tobacco, miscellaneous household and pharmaceutical goods, etc.) primarily for off-site consumption; that typically have long or late hours of operation; that are in relatively small structures located along heavily traveled streets.

SECTION 24. Section 17.265.190 ("R" Definitions) of Chapter 17.265 (Universal Definitions) of Article 6 (Definitions) of Title 17 (Development Code) of the WMC is amended to include the following definitions in alphabetical order therein:

Section 17.265.190 "R" Definitions

Recreational vehicle (RV) and Boat Storage. A facility for the storage of operative recreational vehicles or boats. A commercial facility provides storage of RV and Boats for a fee.

SECTION 25. Section 17.265.200 (“S” Definitions) of Chapter 17.265 (Universal Definitions) of Article 6 (Definitions) of Title 17 (Development Code) of the WMC is amended to include the following definitions in alphabetical order therein:

Section 17.265.200 “S” Definitions

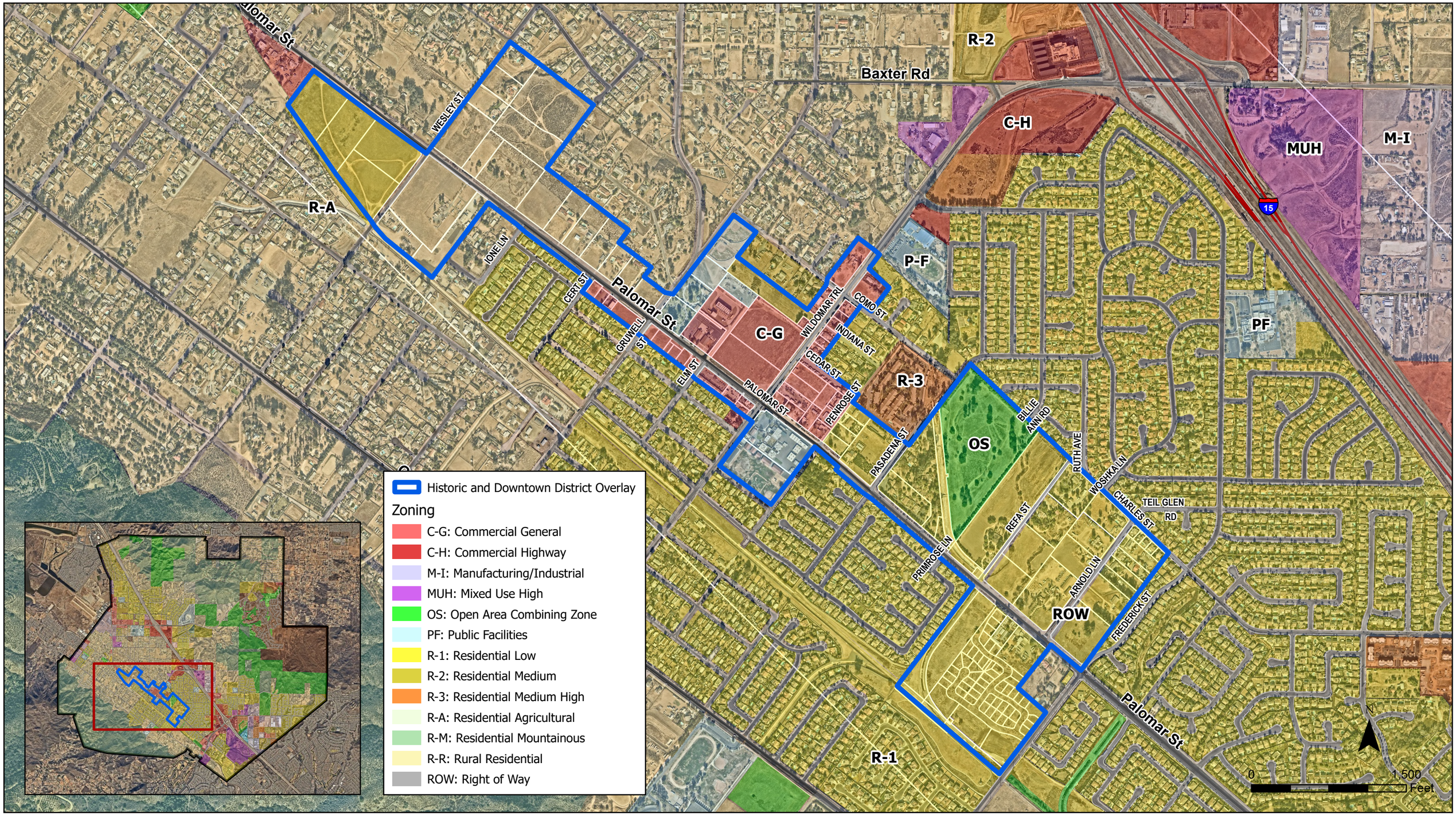
Service Station. A commercial facility that sells gasoline, diesel, or alternative fuel for the on-site fueling of individual vehicles. May include incidental "minor" maintenance and repair of automobiles and light duty trucks, vans, or similar size vehicles. May also be know as Fuel Station or Gas Stations. May also include a convenience store operated by the service station owner (see “Convenience Store”).

City of WILDOMAR CALIFORNIA

ATTACHMENT D

Historic and Downtown District Overlay Zone

July 30, 2025



PC RESOLUTION NO. 2025-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADD OR AMEND VARIOUS SECTIONS WITHIN TITLE 17 (DEVELOPMENT CODE), INCLUDING CHAPTER 17.25 (ESTABLISHMENT OF ZONES), CHAPTER 17.35 (RESIDENTIAL ZONES), CHAPTER 17.40 (COMMERCIAL AND MIXED-USE ZONES), CHAPTER 17.45 (MANUFACTURING/INDUSTRIAL ZONES), CHAPTER 17.50 (PUBLIC FACILITIES ZONE), CHAPTER 17.55 (OPEN SPACE ZONES), CHAPTER 17.59 (OVERLAY ZONE), CHAPTER 17.220 (RECREATIONAL VEHICLES (RV) STORAGE IN COMMERCIAL AND RESIDENTIAL ZONES), CHAPTER 17.221 (CONVENIENCE STORES), CHAPTER 17.255 (MINI WAREHOUSE/SELF-STORAGE FACILITIES), AND CHAPTER 17.265 (UNIVERSAL DEFINITIONS) OF THE WILDOMAR MUNICIPAL CODE.

WHEREAS, the City of Wildomar ("City") is a general law city and a municipal corporation of the State of California; and

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, morals and/or safety; and

WHEREAS, on January 15, 2025, the City Council adopted Ordinance No. 247, adopting a new Development Code for the City; and

WHEREAS, Section 17.145.030 of Chapter 17.145 (Development Code and Zoning Map Amendments) of Title 17 (Development Code) of the Municipal Code provides that either the Community Development Director, Planning Commission, or City Council may initiate amendments to the provisions of Title 17; and

WHEREAS, on June 11, 2025, the City Council took directed the Planning Department to amend the Development Code of the Wildomar Municipal Code to address carwashes, service/gas stations, storage facilities, thereby, the initiating an amendment to the Development Code; and

WHEREAS, staff has recommended to the Planning Commission that it recommend that the City Council adopt several amendments to Title 17 (Development Code); and

WHEREAS, staff has determined that DCA 2025-04 is consistent with the General Plan and its goals, policies, and implementation programs; and

WHEREAS, staff has also determined that DCA 2025-04 is consistent with the purposes and intent of Title 17 (Development Code); and

WHEREAS, staff has determined that DCA 2025-04 amendments are exempt from the California Environmental Quality Act in accordance with Section 15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment; and

WHEREAS, in accordance with Chapter 17.145 of the Wildomar Municipal Code and California Government Code, Section 65800, et seq., the Planning Commission shall provide recommendations to the City Council, who has the authority to act on the proposed Development Code Amendment No. 2025-04 and adopting ordinance; and

WHEREAS, in accordance with Section 17.125.070 of the Wildomar Municipal Code, the Community Development Department on July 7, 2025, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the July 30, 2025, Planning Commission hearing where the Commission discussed the proposed Development Code Amendment No. 2025-04; and

WHEREAS, in accordance with Chapter 17.125 of the Development Code of the Wildomar Municipal Code, the Planning Commission conducted a duly noticed public hearing to discuss Development Code Amendment No. 2025-04 on July 30, 2025, and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed municipal code amendment, and at which time the Planning Commission received public testimony concerning the proposed code amendment.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. RECITALS AND EXHIBITS

That the foregoing Recitals and attached exhibits are true and correct and are hereby incorporated by this reference.

SECTION 2. CEQA ENVIRONMENTAL DETERMINATION

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Community Development Department for Development Code Amendment No. 2025-04. Based on this review, the Planning Commission finds that approval of Development Code Amendment No. 2025-04 is exempt under the California Environmental Quality Act (CEQA) Guidelines pursuant to CEQA Guideline 15061(b)(3), in that the amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this

code amendment and adopting ordinance may have a significant effect on the environment because it reduces development potential in the City by eliminating certain uses as permitted or conditionally permitted uses in the Development Code. In addition, Development Code Amendment No. 2025-04 adds a new overlay that establishes provisions to further reduce impacts within the specific geographical area perceived as the historic downtown. In any case, any potential new development that falls under some of the provisions of this update will require individual entitlement, which require separate CEQA compliance and documentation prior to approval. Therefore, the additions and revisions proposed can be seen with certainty will not cause any significant impact on the environment.

SECTION 3. REQUIRED DEVELOPMENT CODE AMENDMENT FINDING

In accordance with the provisions of Section 17.145.040 of the Wildomar Municipal Code, and that based on the foregoing recitals and the evidence contained in the Administrative Record, the Planning Commission hereby makes the following finding in support of approval of Development Code Amendment No. 2025-04, and adoption of the associated ordinance:

(a) The proposed amendment is consistent with the Wildomar General Plan goals, policies, and implementation programs.

Evidence: The Economic Development Element states: "To be competitive in the regional market and in the changing retail environment, the City will need to facilitate the transformation of existing commercial areas and the development of new ones, with a focus on experience-oriented shopping (shopping where socializing, entertainment, activities, and the overall experience are as important, if not more so, as the purchase of goods). The proposed code amendment is consistent with commercial, mixed-use, and industrial land use designations, in addition to the following Economic Development Goals: Goal ED 1, Goal ED 3, Additionally, the proposed amended regulations will still be consistent with Wildomar General Plan Land Use Element Goals, including Goal LU 2, Goal LU 3, Goal LU 5, Goal LU 9, Goal LU 10, Goal LU 11.

In addition, the proposed amendments to the Development Code relating to carwashes, service/gas stations, and storage facilities are necessary to promote public convenience or general prosperity. The Planning Commission finds it necessary to limit the number of the above facilities to promote economic development and orderly development. Development of vacant land within the city limits must be in the best interests of the residents and community.

SECTION 4. APPROVAL AND ADOPTON

That based on the foregoing Recitals, Evidence in the Administrative Record and Findings, as set forth herein, the Planning Commission hereby recommends that the City Council approve and adopt an ordinance, as shown and attached hereto as **Exhibits A and B**, that revises Chapter 17.25 (Establishment of Zones), Chapter 17.35 (Residential Zones), Chapter 17.40 (Commercial and Mixed-Use Zones), Chapter 17.45 (Manufacturing/Industrial and Medical Center Zones), Chapter 17.50 (Public Facilities

Zones), Chapter 17.55 (Open Space Zones), Chapter 17.59 (Overlay Zones), Chapter 17.220 (Recreational Vehicles (RV) Storage in Commercial and Residential Zones), Chapter 17.221 (Convenience Stores), Chapter 17.255 (Mini Warehouses/Self-Storage Facilities), and Chapter 17.265 (Universal Definitions) of the Wildomar Municipal Code.

SECTION 5. SEVERABILITY

If any Chapter, subsection, subdivision, sentence, clause, phrase, or portion of this resolution, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this resolution. The Planning Commission hereby declares that it would have adopted this resolution, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE.

That this resolution shall take effect immediately upon the date of adoption.

SECTION 7. CERTIFICATION

That the Secretary of the Planning Commission shall certify to the passage of this Resolution.

Eric Filar
Planning Commission Chair

ATTEST:

Robert Flores
Interim Community Development Director
PC Secretary

APPROVED AS TO FORM:

Joaquin Vasquez
Assistant City Attorney

EXHIBIT:
Exhibit A: Draft City Council Ordinance
Exhibit A: DCA2025-04 Proposed Amendments
Exhibit B Historic and Downtown District Overlay Zone Map

ORDINANCE NO. ____

AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER § 15061(b)(3)

The Wildomar City Council does ordain as follows:

SECTION 1. *Findings.* The City Council finds, determines and declares as follows:

A. California Constitution art XI, §7, confers the police power to cities, providing that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws."

B. Government Code § 65850 et seq. grants cities broad powers to control land use by ordinance.

C. The findings set forth the document attached hereto as Exhibit "A" are incorporated by reference.

SECTION 2: *Approval.* The City Council approves the amendments to Wildomar Municipal Code Title 17 (Zoning), as set forth in the amendments attached hereto as Exhibit "A" and "B," which is incorporated by reference.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (14 Cal. Code Regs. §§ 15000, *et seq.*) based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the proposed amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and Ordinance adoption may have a significant effect on the environment because it reduces development potential in the City by eliminating certain uses as permitted or conditionally permitted uses in the Development Code. In addition, Development Code Amendment No. 2025-04 adds a new overlay that establishes provisions to further reduce impacts within the specific geographical area perceived as the historic downtown. Any potential new development that falls under some of the provisions of this update will require individual entitlement, which require separate CEQA compliance and documentation prior to approval. Therefore, the additions and revisions proposed can be seen with certainty will not cause any significant environmental impact on the environment.

SECTION 4: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of

this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Summaries of Information*. All summaries of information in the findings herein are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, this Ordinance's provisions are severable.

SECTION 7: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; case it to be entered into the City's book of original ordinances; make a note of the passage and adoption of this Ordinance and cause it to be published or posted in accordance with California law.

SECTION 8: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Ashlee DePhillippo, Mayor

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM:

_____
Thomas Jex, City Attorney

EXHIBITS
Exhibit A: DCA2025-04 Proposed Amendments
Exhibit B:: Historic and Downtown District Overlay Zone Map

EXHIBIT "A"
DCA2025-04 PROPOSED AMENDMENTS

EXHIBIT A

Development Code Amendment (DCA) 2025-04

Carwashes (all types), Service (Gas) Stations, and Storage Facilities in Commercial, Industrial and Overlay Zones

Key:
Added language is in red.
~~Deleted~~ language is struck.

TABLE OF CONTENTS

[Changes to the article, chapter or section titles will be incorporated into the Wildomar Development Code Table of Contents accordingly.]

ARTICLE 2. ZONING DISTRICTS AND ALLOWABLE LAND USES

[REVISE EXISTING SUBSECTIONS OF CHAPTER 17.25 AND ADD ONE NEW SECTION]

Chapter 17.25 Establishment of Zones

Section 17.25.010 Purpose

This chapter establishes the zones and overlay zones applied to property within the City, the relationship of the Zoning Map to the General Plan Land Use Map and establishes the Zoning Map.

Section 17.25.021 List of Overlay Zones

For the purpose of providing a uniform basis for zoning, the following overlay zones, referred to alternatively herein as overlays, may be applied to the lands in the City of Wildomar.

Table 17.25.020-2 Overlay Zones	
Overlay Names	
HDD	Historic and Downtown District Overlay

Section 17.25.030 Zoning Map Established

The City Council hereby adopts the City of Wildomar Zoning Map (hereafter referred to as the "Zoning Map"), which is on file with the Planning Department. The Zoning Map, that includes overlays established by Section 17.25.021, is hereby incorporated into this Title by reference as though it were fully included here. The Zoning Map shall be interpreted in compliance with Chapter 17.15.020 (Interpretation) and amended in compliance with Chapter 17.145 (Development Code and Map Amendments).

Section 17.25.040 Zone Classification and Overlay Zone Boundaries

Where uncertainty exists as to the boundaries of any zone classification, or overlay zones, the following rules shall apply:

A. Where boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be boundaries.
B. Where boundaries divide lots, the location of such boundaries shall be determined by use of the scale appearing on the underlying map, unless the boundaries are indicated by specific dimensions.
C. If any public street, alley or other right-of-way is vacated or abandoned, the land formerly in such street, alley or right-of-way shall be included within the boundaries of the zone classification or overlay zones applicable to the adjoining property on each side. In the event such street, alley or right-of-way was a zone classification or overlay zone boundary, the new zone classification or overlay zone boundary shall be the former center line of such street, alley or right-of-way.

**Existing Section 17.25.040 will be modified in the Wildomar Development Code Table of Contents as shown above.*

[REVISE EXISTING SUBSECTION OF CHAPTER 17.35]

Chapter 17.35 Residential Zones

Section 17.35.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table.** Table 17.35.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ residential zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

[REVISE EXISTING SUBSECTION OF CHAPTER 17.40]

Chapter 17.40 Commercial and Mixed-Use Zones

Section 17.40.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table.** Table 17.40.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ commercial and mixed-use zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

...

Table 17.40.020-1: Commercial and Mixed-Use Zones – Allowed Uses and Approval Requirements					
Allowed Use	C-G	C-H	MUL	MUH	Additional Requirements
Automobile service stations, with or without concurrent sale of beer and wine.[1]	~~C~~ --	~~C~~ --	--	--	Note applies.
Car washes, of any kind[1]	~~C~~ --	~~C~~ --	~~C~~ --	~~C~~ --	Note applies.
Fuel station[1]	~~C~~ --	~~C~~ --	~~C~~ --	~~C~~ --	Note applies.
Recreational vehicle and boat storage[1]	~~C~~ --	~~C~~ --	--	--	Note applies. Chapter 17.220 and Section 17.155.070
Convenience stores, including the sale of motor vehicle fuel[1]	~~C~~ --	~~C~~ --	~~C~~ --	~~C~~ --	Note applies.
Convenience stores, not including the sale of motor vehicle fuel	~~P~~C	~~P~~C	~~P~~C	~~P~~C	Chapter 17.221

Note:
1. Notwithstanding the above table, (a) uses lawfully existing prior to the "Effective Date" of Ordinance ___, may continue as originally entitled, (b) uses for which entitlements were granted prior to the Adoption Date but have not yet started or completed needed improvements and/or started operations, may be improved and operate as entitled, and (c) the uses described by (a) and (b) shall be subject to compliance with applicable permits, conditions of approval and this Code, but shall not be considered nonconforming uses subject to Chapter 17.20, where the entitled use shall be considered allowable as permitted by approvals granted under (a) and (b) above.

[REVISE EXISTING SUBSECTION OF CHAPTER 17.45]

Chapter 17.45 Manufacturing/Industrial and Medical Center Zones

Section 17.45.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table.** Table 17.45.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ manufacturing/industrial and Medical Center zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

...

Table 17.45.020-1: Manufacturing/Industrial and Medical Center Zones – Allowed Uses and Approval Requirements			
Allowed Use	M-I	M-C	Additional Requirements
Cold storage facilities	~~P~~C		
Mini-warehouse/storage facility.	C	--	Chapter 17.255
Automobile service stations, with or without concurrent sale of beer and wine for off-premises consumption[1]	~~C~~ --	--	Note applies.
Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off premises consumption[1]	~~C~~ --	--	Note applies.
Recreational vehicle~~s~~ and~~,~~ travel trailer~~s~~ ~~and~~ manufacturing (with ~~or without~~ on-site sales)	P		
Recreational vehicle and travel trailer manufacturing (without on-site sales)	C		
Note: 1. Notwithstanding the above table, (a) uses lawfully existing prior to the "Effective Date" of Ordinance ___, may continue as originally entitled, (b) uses for which entitlements were granted prior to the Adoption Date but have not yet started or completed needed improvements and/or started operations, may be improved and operate as entitled, and (c) the uses described by (a) and (b) shall be subject to compliance with applicable permits, conditions of approval and this Code, but shall not be considered nonconforming uses subject to Chapter 17.20, where the entitled use shall be considered allowable as permitted by approvals granted under (a) and (b) above.			

[REVISE EXISTING SUBSECTION OF CHAPTER 17.50]

Chapter 17.50 Public Facilities Zones

Section 17.50.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table.** Table 17.50.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ public facilities zones subject to compliance with all

other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

[REVISE EXISTING SUBSECTION OF CHAPTER 17.55]

Chapter 17.55 Open Space Zones

Section 17.55.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.55.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ open space zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

[INSERT NEW SUBSECTION TO CHAPTERS 17.30 – 17.55., *Allowed Uses and Approval Requirements* sections of all zone chapters]

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

[INSERT NEW CHAPTER TO ARTICLE 2]

Chapter 17.59 Overlay Zones

Section 17.59.010 Purpose

The purpose of this chapter is to provide appropriate standards and requirements for overlay zones established by Section 17.25.021.

Section 17.59.020 RESERVED

Reserved.

Section 17.59.030 Zone Applicability

Base zones established by Chapter 17.25. apply as described within Article 2 of this Code, in addition to the applicability of the provisions of this Chapter.

Section 17.59.040 Historic and Downtown District

The following standards and requirements apply within the Historic and Downtown District (HDD) overlay zone.

A. The main purpose of the HDD overlay zone is to establish a specific plan that will encourage the orderly development of an area envisioned as Wildomar's Historic Downtown with appropriate uses, walkable neighborhoods, and preservation of the city's history.
   1. Proposed nonresidential developments within the HDD overly zone greater than two (2) acres must initiate a specific plan or planned development, if not already in process as initiated by the city, to ensure coordinated growth and development of the overlay zone.
   2. Proposed nonresidential development within the HDD overlay zone must add to or create a walkable environment that promotes walking, biking, and active transportation.

B. Prohibited uses within the HDD overly zone, regardless of underlying base zone, include carwashes, service/gas stations, and mini-storage facilities including outdoor storage of any kind.

ARTICLE 5. STANDARDS RELATED TO SPECIFIC USES

[COMPLETELY REPLACE EXISTING SECTION]

Chapter 17.220 Recreational Vehicles (RV) Storage in Commercial and Agricultural/Rural Residential Zones

17.220.010 Purpose

The purpose of this chapter is to establish standards for the development of RV storage facilities within the commercial and residential zones.

17.220.020 Permit Required

RV storage facility shall be subject to approval of entitlement as designated in Article 2, Tables of Allowed Land Uses and Approval Requirements.

17.220.030 Development Standards

A. Setbacks. A minimum 25-foot street/front landscape setback buffer area shall be provided along the entire street frontage to enhance the streetscape aesthetics. Only landscaping (i.e., trees, turf, drought tolerant shrubs, etc.) is permitted within this setback buffer area. The 25- foot setback is measured from the ultimate street R-O-W line.

B. Lot Coverage. All RV and boat storage proposals must designate at least 20% of the front portion of the site to RV and boat sales, or other commercial retail uses. This area may be used for display of vehicles provided the vehicles are placed behind the 25-foot street/front landscape setback buffer area note above. The 20% standard shall not apply to RV and boat storage proposals located in residential Zoning districts.
    1. The area designated for RV and boat storage shall occupy no more than 80% of the project site and be located behind the sales/commercial retail area.

C. Building Materials.
    1. All RV storage spaces shall include covered carports/canopies designed to blend in with the proposed buildings on the project site.
    2. All commercial structures/office buildings proposed shall be consistent with the city's commercial design standards and guidelines booklet.

D. Walls and Fences.
    1. The boundary line between the RV/boat storage area and RV sales/commercial retail area shall include a 6' – 8' foot "green wall" to visually screen the storage area from public view.
    2. A decorative block wall (i.e., split-face, slumpstone, or similar) shall be required along the side and rear property lines of the area designated for RV and boat storage to visually screen the storage uses from adjacent residential or commercial zoned properties.
    3. In addition, a five-foot (5') wide landscape planter strip shall be required along the interior side and rear property line of the area designated for RV and boat storage to visually screen the storage uses from adjacent residential or commercial zoned properties.

E. Surface Materials.
    1. The RV/boat storage area shall be made of pervious concrete or standard concrete paving for all drive aisles throughout the project site.
    2. The RV/boat storage parking stalls shall be made of 5" - 6" pervious asphalt base over 6" sub-base layer to aid in percolation.

3. RV sales area paving system must be pervious concrete or standard concrete paving (higher quality product).
4. If security fencing is permitted provided it is located at the rear of the 10-foot landscape buffer noted above. In addition, security fencing shall comply with Section 17.150.050 of the Wildomar Municipal Code.

F. Major and Commercial Corridors and Freeway Off-Ramps.
1. No facility is allowed on property within 1,000 feet of any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

[INSERT NEW CHAPTER TO ARTICLE 5] 17.255

Chapter 17.221 Convenience Stores

Section 17.221.010 Purpose

The purpose of this section is to provide for the orderly development within the City of Wildomar of convenience stores, not including the sale of motor vehicle fuel.

Section 17.221.010 Major and Commercial Corridors and Freeway Off-Ramps.

No convenience store facility is allowed on properties within 1,000 feet from any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

[INSERT NEW PARAGRAPH TO SECTION 17.255.033]

Chapter 17.255 Mini-Warehouses/Self-Storage Facilities

Section 17.255.030 Development/Performance standards

P. Prohibited Facilities.
2. No mini-warehouse/self-storage facility with or without outdoor storage is allowed on properties within 1,000 feet from any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

ARTICLE 6. DEFINITIONS

Chapter 17.265 Universal Definitions

[Add the following Definition to Section alphabetically]

Section 17.265.040 "C" Definitions

Carwash. A commercial facility for washing automobiles, light duty trucks, and vans where facility employees wash or dry the vehicles; the customer washes the vehicle using on-site equipment or drives through an automated car washing and drying facility; or the customer washes the vehicle using on-site equipment.

Convenience Store. Retail establishments with less than 10,000 square feet of area that sell prepackaged food items, beverages and small convenience items (e.g., periodicals, tobacco, miscellaneous household and pharmaceutical goods, etc.) primarily for off-site consumption; that typically have long or late hours of operation; that are in relatively small structures located along heavily traveled streets.

Section 17.265.190 "R" Definitions

Recreational vehicle (RV) and Boat Storage. A facility for the storage of operative recreational vehicles or boats. A commercial facility provides storage of RV and Boats for a fee.

Section 17.265.200 "S" Definitions

Service Station. A commercial facility that sells gasoline, diesel, or alternative fuel for the on-site fueling of individual vehicles. May include incidental "minor" maintenance and repair of automobiles and light duty trucks, vans, or similar size vehicles. May also be know as Fuel Station or Gas Stations. May also include a convenience store operated by the service station owner (see "Convenience Store").

EXHIBIT "B"
HISTORIC AND DOWNTOWN DISTRICT OVERLAY ZONE MAP

City of WILDOMAR CALIFORNIA

ATTACHMENT D

Historic and Downtown District Overlay Zone

July 30, 2025

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Robert Flores, Interim Community Development Director/Planning Commission Secretary of the City of Wildomar, California, do hereby certify that the foregoing PC Resolution No. 2025 – 12 was duly adopted at a special meeting held on July 30, 2025, by the Planning Commission of the City of Wildomar, California, by the following vote:

AYES: Cambero, Golden, King, Vice Chair Bernard, Chair Filar

NOES:

ABSTAIN:

ABSENT:

Robert Flores
Interim Community Development Director/
Planning Commission Secretary
City of Wildomar

Bundy Canyon Super Storage
22460 Bundy Canyon Road
Wildomar, CA 92595
(951) 245-9100

July 17, 2025

Delivered Via Email

City of Wildomar
Attn: Robert Flores
23873 Clinton Keith Road Suite 110
Wildomar, CA 92595

Mr. Flores,

When I met you at the last planning commission on **June 26, 2025**, with Abdu Lachgar we discussed our Herwood Building Supplies RV Sales and Storage Project (PA 20-0031). We discussed several issues regarding this project and you advised me you would review our file and get back to me. Neither yourself nor Abdu have contacted me regarding our project.

On **July 7, 2025**, I learned of the city wanting to make proposed changes to the Development Code regarding service stations, car washes and storage facilities (indoor and outdoor) via the Press-Enterprise, which indicated the planning commissions meeting would be held on July 30, 2025. It is interesting to note that neither you nor Abdu discussed these proposed changes with me at the **June 26, 2025** meeting nor ever notified me regarding this matter, even though it was posted in the Press Enterprise one week later.

Have you notified any other owners of service stations, car washes and storage facilities regarding this proposed action?

After, I emailed you regarding this planning commission meeting for July 30, 2025 requesting the staff report. You indicated you would like my input regarding the proposed changes, which I have agreed to do.

However, the planning commissioners meeting is on July 30th and neither the agenda packet nor the staff report has been posted. It is my belief the city will be posting the agenda packet on Thursday or Friday, the 24th or 25th of July.

Based on the above, it would appear that the proposal as currently written is going forward to be heard by the Commissioners on July 30, 2025 is a fait accompli, no matter what input I may

provide. It would appear the meeting scheduled with myself on July 24, 2025 is a mere attempt to give me lip service.

The knowledge you will gain in our meeting from my 30 years in the self-storage industry will be a benefit to the city and its citizens. In addition, a reasonable prudent person would need time to explore the knowledge you will gain in our meeting. I request that you change the matter regarding the Development Code Amendment regarding service stations, carwashes and storage facilities which is currently scheduled on July 30, 2025 to a workshop with no action and be brought back at a later meeting for action, after owners of service stations, car washes and self-storage owners are able to review and comment. As you indicated you want what's best for the Citizens and the City.

I can meet you at City Hall at 11:00 am on the 24th of July, 2025. Please advise how you would like to proceed.

Sincerely,

James M. Prestininzi

Robert Flores

From: Ross Hutchings <ross@californiaselfstorage.org>
Sent: Tuesday, August 5, 2025 11:14 AM
To: info@wildomar.gov
Cc: Gary Sugarman; Steve Mirabito
Subject: [External] Re: Resolution No. 2025-12 – Proposed Restrictions on Self Storage Facility Development
Attachments: Wildomar_Resolution_2025-12_Comment_Letter.pdf; Benefits of Self Storage - Leave Behind with Local Decision Makers.pdf

August 5, 2025

To: City of Wildomar
City Council & Community Development/Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject:
Comments Regarding Resolution No. 2025-12 – Proposed Restrictions on Self Storage Facility Development

Dear Honorable Mayor, Members of the City Council, and Community Development/Planning Staff,

I am writing in response to Resolution No. 2025-12, which proposes amendments to the City's Development Code to restrict the development of self storage and RV storage facilities to industrial zones and prohibit them within 1,000 feet of any major commercial corridors or freeway off-ramps.

The resolution cites concerns raised by the City Council and community over the number of car washes, gas stations, and storage facilities within city limits. However, we respectfully request clarification on whether the primary motivation for this change is a perceived overabundance of such facilities—or rather concerns related to the design, appearance, or placement of these developments in relation to community character.

We strongly believe that self storage facilities play an essential role in a thriving and diverse community. Restricting them to limited industrial zones significantly diminishes their ability to serve residents and local businesses effectively.

We would like to highlight several key benefits of self storage that we hope the Council will consider:

- Self storage facilities support local economies. Most are small, locally owned businesses that contribute to the tax base and participate in community sponsorships, events, and civic engagement.
- They serve a wide range of community needs, including:
    - Providing affordable and flexible storage for small businesses, many of which are minority- or immigrant-owned and operate without traditional storefronts.
    - Offering crucial overflow space for residential units, especially as modern housing increasingly lacks adequate storage.
- Environmental and infrastructure benefits include:
    - Low traffic impact, especially when facilities are located near the communities they serve.
    - Minimal strain on city resources—they generate few emergency service calls and require little public infrastructure maintenance.
    - Adaptive reuse potential, as storage can help revitalize underutilized or awkwardly shaped parcels that are unsuitable for other uses.

We recognize and appreciate the City's desire to thoughtfully manage growth and protect the aesthetic and functional character of its neighborhoods. However, we respectfully request that the Council reconsider the blanket restriction of self storage facilities outside industrial zones and instead consider a design- and location-based approach that allows for well-designed, community-oriented facilities in appropriately zoned commercial areas.

We would welcome the opportunity to speak directly with the Council at a future meeting and share more detailed information on how modern self storage facilities can be compatible with—and beneficial to—the surrounding community. Please see the attached fact sheet for additional insights into the value of self storage.

Thank you for your time and consideration.
Sincerely.

U rvv#K xwfklqjv#
Ross Hutchings, CAE
Executive Director – California Self Storage Association
5325 Elkhorn Blvd., # 283, Sacramento, CA 95842
ross@californiaselfstorage.org
888.CSSA.207 (888.277.2207) – toll-free office, 949.554.3292 – mobile

Ross Hutchings
California Self Storage Association
5325 Elkhorn Blvd., #283
Sacramento, CA 95842
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August 5, 2025

To:
City of Wildomar
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23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

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Thank you for your time and consideration.
Sincerely;

Ross Hutchings

Ross Hutchings, CAE
Executive Director – California Self Storage Association

Cc: Gary Sugarman, CSSA BOD Chair
Steve Mirabito, CSSA Legislative & Legal Chair

CSSA CALIFORNIA
SELF STORAGE ASSOCIATION

5325 Elkhorn Blvd., #283 | Sacramento, CA 95842
888-CSSA-207 or 888-277-2207

californiaselfstorage.org

The Self-Storage Industry in California

California's self-storage facilities – often locally owned small businesses – play a crucial economic role in our urban and suburban communities. They provide an essential service to California's growing small business sector, offering needed space for storage and business expansion. These facilities also help California's residents facing challenges such as limited living space, high housing costs, emergencies, and life changes, including relocation.

Small businesses that support California's communities

- California's self-storage facilities play an important economic role in our urban and suburban communities.
- Many self-storage facilities are small businesses – owned and operated locally by members of the community.
- Self-storage facilities are an essential tool for California's burgeoning small businesses, of which 46% are minority-owned, helping owners to grow and expand their businesses.
- As small businesses supporting California's small business sector, self-storage facilities provide an increasingly vital service for residential, business, and community needs.
- California's self-storage industry spurs job creation by supporting local businesses, from facility management to maintenance services to local businesses' use of self-storage for their unique needs. By providing month-to-month rent options, self-storage facilities provide the flexibility small businesses need.
- Self-storage generates substantial real estate taxes, contributing to local government revenues comparable to other commercial uses.

An industry designed for modern Californians

- Self-storage facilities provide a practical solution to the challenges posed by limited living and business operating space, high housing costs, emergencies, and relocation.
- California's self-storage facilities are good neighbors that help small businesses thrive, provide jobs and income to their employees and owners, and help keep our state's economic engine humming.
- Today's modern self-storage facilities are well-maintained and secure and are designed to be aesthetically pleasing and integrate seamlessly into the community.
- Self-storage is used broadly across communities by both businesses and individuals, from owners of grocery stores and restaurants to families.
- Gen X, Millennials, and Gen Z increasingly use self-storage to support their lifestyle needs, from storing recreational equipment and seasonal items to storing items during a major life transition, such as moving or hospitalization.
- Many modern self-storage facilities incorporate sustainability practices, such as solar power, energy-efficient lighting, and low utility usage, making them environmentally-friendly local businesses.

CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

☑ County of Riverside County Clerk
2724 Gateway Dr.
Riverside, CA 92507

☑ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
951-677-7751, Ext. 213
Contact Person: Robert Flores,
Interim Community Development Director

PROJECT CASE NO:	Development Code Amendment 2025-04
PROJECT APPLICANT/SPONSOR:	City of Wildomar
PROJECT LOCATION:	Citywide
APN(s):	Various
PROJECT DESCRIPTION:	City-initiated, Development Code amendment proposing changes to various Chapters of the Wildomar Municipal Code relating to service (gas) stations, carwashes, convenience stores, and storage facilities (indoor and outdoor), including a new Overlay Zone and minor, non-substantive related and non-related clean up revisions.

This is to advise that the City Council of the City of Wildomar acting as the Lead Agency at a noticed public hearing held on [add date] approved the above described Project and determined it to be exempt from further environmental review as described below and in accordance with the requirements contained in the California Environmental Quality Act (CEQA) of 1970, and as further defined in the State Guidelines for the implementation of CEQA, as subsequently amended.

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **Common Sense Exemption** **Section 15061(b)(3) (Common Sense Exemption)**

REASONS TO SUPPORT EXEMPTION FINDINGS: Development Code Amendment 2025-04 and its adopting ordinance involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment because it reduces development potential in the City by eliminating certain uses as permitted or conditionally permitted uses in the Development Code. In addition, Development Code Amendment No. 2025-04 adds a new overlay that establishes provisions to further reduce impacts within the specific geographical area perceived as the historic downtown. In any case, any potential new development that falls under some of the provisions of this update will require individual entitlement, which require separate CEQA compliance and documentation prior to approval. Therefore, the additions and revisions proposed can be seen with certainty will not cause any significant impact on the environment.

LEAD AGENCY CONTACT: Robert Flores PHONE NUMBER: (951) 677-7751, Ext. 213

_____ _____
Robert Flores,Interim Community Development Director Date

DRAFT

CITY OF WILDOMAR
REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: August 13, 2025

SUBJECT: General Plan Amendment No. 2025-01 (Safety Element) - Adoption of Resolution to incorporate the of 2022 LHMP into the Wildomar General Plan, Safety Element (Chapter 9)

SUBMITTED BY: Robert Flores, Interim Community Development Director

PREPARED BY: Robert Flores, Interim Community Development Director

ACTION:
1. Determine that General Plan Amendment No. 2025-01, and associated resolution, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Adopt a Resolution approving General Plan Amendment No. 2025-01 to adopt and incorporate by reference the 2022 Wildomar Local Hazard Mitigation Plan into the Safety Element, based on necessary findings within, and entitled:

RESOLUTION NO. 2025 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 2025-01 AND INCORPORATING BY REFERENCE THE 2022 WILDOMAR LOCAL HAZARD MITIGATION PLAN INTO THE WILDOMAR GENERAL PLAN, SAFETY ELEMENT

SUMMARY:

General Plan Amendment No. 2025-01 proposes to incorporate the 2022 Wildomar Local Hazard Mitigation Plan (LHMP or Local Hazard Mitigation Plan) into the 2021 Safety Element as provided by Assembly Bill 2140.

BACKGROUND:

On October 13, 2021, the City Council adopted Resolution Nos. 2021-61 and 2021-62 to comprehensively update the Safety Element, as part of the 6th Cycle Housing Element Update. The 2021 update of the Safety Element incorporated, at that time, the latest version of the Local Hazard Mitigation Plan into the Safety Element.

However, on December 13, 2023, the City Council adopted Resolution No. 2023-74 to adopt the 2022 Local Hazard Mitigation Plan, rendering the prior 2021 incorporation of the LHMP into the Safety Element obsolete.

On December 9, 2024, the City Council comprehensively updated the Wildomar General Plan. However, the Housing and Safety Elements were not updated, rather incorporated, with this process due to their

relatively recent update. Therefore, the latest version (2022-2023) of the LHMP has not been incorporated into the Safety Element as provided by Assembly Bill 2140.

Planning Commission Recommendation:

At its June 30, 2025, regular meeting, the Planning Commission held a duly noticed public hearing and voted 5-0 to adopt Planning Commission Resolution No. 2025-13, recommending that the City Council find the proposed amendment exempt from further environmental review, approve General Plan Amendment No. 2025-01, and adopt the associated resolution attached hereto and incorporated herein by reference.

DISCUSSION:

Local Hazard Mitigation Planning:

Local Hazard mitigation planning is the process of assessing vulnerabilities, measuring risk, identifying strategies for risk reductions, and assigning responsible parties to carry out appropriate action. This process involves a comprehensive study of multiple hazards that could impact a given municipality including natural, human-caused, and technological hazards. The planning process requires several stakeholders, including members of the public, coming together in a collective effort to attain a common objective of managing disaster-related risk.

A Local Hazard Mitigation Plan is the output of this planning process and serves as a local municipality's long-term roadmap for community resiliency. Local municipalities are responsible for preparing, adopting, maintaining, and updating, a LHMP, once it has been reviewed by the Governor's Office of Emergency Services (Cal OES) and approved by the Federal Emergency Management Agency (FEMA). Additionally, the Federal Disaster Mitigation Act of 2000 requires a community to have an approved LHMP in order to be eligible to apply for and receive FEMA hazard mitigation funds. Once a LHMP is adopted, FEMA requires that the LHMP be updated every five years.

The City of Wildomar prepared its 2022-2023 LHMP in accordance with the Disaster Mitigation Act of 2000 and FEMA regulations under 44 CFR Part 201. The process included internal collaboration among subject matter experts to evaluate hazards, update mitigation strategies, and ensure alignment with city policies, the General Plan, and regulatory frameworks.

Key Findings of the LHMP:

The LHMP identifies natural and human-caused hazards that could impact Wildomar, including earthquakes, wildfires, flooding, drought, and hazardous materials incidents. Earthquake and power outages were rated with the highest severity and probability, with earthquakes being the most extreme hazard for the city. The plan provides a detailed risk assessment, identifies vulnerable populations and critical facilities, and outlines a prioritized list of mitigation strategies to reduce long-term risk. These strategies include protection of critical facilities, public awareness and education initiatives, and improved coordination among partners. The plan supports integration with other planning tools and ensures the City remains eligible for FEMA hazard mitigation funding.

Assembly Bill (AB) 2140:

To increase opportunity for financial assistance under the California Disaster Assistance Act, AB 2140 requires incorporation of the 2022 Wildomar Local Hazard Mitigation Plan into the Wildomar General Plan, Safety Element by reference.

PUBLIC NOTICING:

The proposed General Plan Amendment (GPA 2025-01) is citywide. Consistent with applicable Wildomar Municipal Code provisions and exceeding applicable state law provisions, a public notice was published in the Press Enterprise Newspaper, a local newspaper of general circulation, at least 10 days prior to the public hearing. Since this amendment is not associated with any specific development project, the provisions of Ordinance 135 requiring public hearing site posting do not apply. Since this amendment is not associated with any specific development project, the provisions of Section 17.125.070(B)(2)(f), as described in Ordinance 135, requiring site posting do not apply.

As of the preparation of this Staff Report, no public comment has been received regarding the proposed amendment.

ENVIRONMENTAL ANALYSIS:

CEQA Determination/Finding:

In accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., General Plan Amendment No. 2025-01, and its supporting adopting resolution, is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making as the amendment simply replaces an outdated version of the Local Hazard Mitigation Plan that is already adopted into the Safety Element. The LHMP is a planning document that identifies potential hazards and outlines strategies to reduce risk; it does not authorize or approve any specific development or physical improvements. As such, the adoption of the LHMP does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment. Any future projects identified in the plan would be subject to separate environmental review, if applicable.

FISCAL IMPACT:

The fiscal impacts associated with the drafting, legal review, and implementation of this resolution are covered by the Department's Operating Budget of General Fund.

ATTACHMENTS:

Attachment A - CC Resolution 2025-[Next in Order]
Attachment B - Resolution Exhibit A - Wildomar Safety Element
Attachment C - Resolution Exhibit B - LHMP
Attachment D - NOE

ATTACHMENT A

City Council Resolution No. 2025-[NEXT IN ORDER]
for GPA 2025-01

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 2025-01 AND INCORPORATING BY REFERENCE THE 2022 WILDOMAR LOCAL HAZARD MITIGATION PLAN INTO THE WILDOMAR GENERAL PLAN, SAFETY ELEMENT.

WHEREAS, the City of Wildomar ("City") is a general law city and a municipal corporation of the State of California; and

WHEREAS, staff has determined that General Plan Amendment (GPA) 2025-01 revisions are exempt from the California Environmental Quality Act (CEQA) and CEQA Guidelines, in accordance with Section 15061(b)(3) of the CEQA Guidelines in that the amendments involve general policy and procedure making, and it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment; and

WHEREAS, in accordance with Chapter 17.145 of the Wildomar Municipal Code and California Government Code, Section 65800, et seq., the City Council of the City of Wildomar ("City Council") has the authority to act on the proposed GPA No. 2025-01 and adopting resolution; and

WHEREAS, in accordance with Section 17.125.070 of the Wildomar Municipal Code, the Community Development Department on August 3, 2025, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the August 13, 2025 City Council hearing where the Council discussed the proposed GPA No. 2025-01; and

WHEREAS, the Planning Commission of the City of Wildomar unanimously recommend, with the adoption of PC Resolution 2025-13, that the City Council approve and adopt GPA No. 2025-01.

WHEREAS, incorporation by reference of the current Wildomar Local Hazard Mitigation Plan, approved by the Federal Emergency Management Agency, into the adopted Safety Element as required by AB 2140 will increase opportunities for financial assistance under the California Disaster Assistance Act; and

WHEREAS, in accordance with Chapter 17.60 of the Development Code of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing to discuss GPA No. 2025-04 on August 13, 2025, and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed amendment, and at which time the City Council received public testimony concerning the proposed code amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. RECITALS AND EXHIBITS

That the foregoing Recitals and attached exhibits are true and correct and are hereby incorporated by this reference.

SECTION 2. CEQA ENVIRONMENTAL DETERMINATION

In accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., General Plan Amendment No. 2025-01, and its supporting adopting resolution, is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making as the amendment simply replaces an outdated version of the Local Hazard Mitigation Plan that is already adopted into the Safety Element. The LHMP is a planning document that identifies potential hazards and outlines strategies to reduce risk; it does not authorize or approve any specific development or physical improvements. As such, the adoption of the LHMP does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment. Any future projects identified in the plan would be subject to separate environmental review, if applicable.

SECTION 3. REQUIRED GENERAL PLAN AMENDMENT FINDINGS

In accordance with the provisions of Section 17.60.030 of the Wildomar Municipal Code, and that based on the foregoing recitals and the evidence contained in the Administrative Record, the City Council hereby makes the following findings in support of approval of General Plan Amendment No. 2025-01, and adoption of the associated resolution:

(a) New conditions or circumstances disclosed during the review process justify modifying the General Plan.

Evidence: A new version of the Wildomar LHMP was adopted by the city, thereby requiring a new incorporation by reference into the Safety Element.

(b) Tthe modifications are in the public interest.

Evidence: Incorporation of the LHMP into the Safety Element will allow for increase opportunity for financial assistance and hazard mitigation funding that is in the public interest.

(c) Do not conflict with the overall City of Wildomar vision.

Evidence: As the Safety Element outlines, safety, resilience, adaptation, and emergency preparedness is part of the City of Wildomar vision, which is consistent with the LHMP.

(d) That it would not create an internal inconsistency among the elements of the General Plan

Evidence: The LHMP was compared to the existing policies within the Safety Element and was found similar and consistent. Therefore, the LHMP is internally consistent with the remaining General Plan due to the Safety Element's internal consistency.

SECTION 4. APPROVAL AND ADOPTON

That based on the foregoing Recitals, Evidence in the Administrative Record and Findings, as set forth herein, the City Council hereby approves GPA 2025-01 and adopts this resolution that incorporates by reference the 2022 Wildomar Local Hazard Mitigation Plan (**Exhibit B**) into the Safety Element (**Exhibit A**) attached hereto and incorporated herein by reference.

SECTION 5. REPEAL OF CONFLICTING PROVISIONS

That all provisions of any resolution in effect prior to the effective date of this Resolution as adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. SEVERABILITY

If any Chapter, subsection, subdivision, sentence, clause, phrase, or portion of this resolution, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have adopted this resolution, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE.

That this resolution shall take effect immediately upon the date of adoption.

SECTION 8. CERTIFICATION

That the City Clerk shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 13th day of August, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF
WILDOMAR

SAFETY ELEMENT

Adopted on
October 13, 2021

Amended on
November 20, 2024

PLACEWORKS

SAFETY ELEMENT

1. Introduction 1

Purpose, Scope, and Content 1
Regulatory Framework 2
Relationship to Other Documents 3
Relationship to the Emergency Management Department 4
Hazard Reduction 4
Vulnerable Communities 5
Climate Change Vulnerability 8

2. Existing Conditions 11

Code Conformance and Development Regulations 12
Seismic and Geologic Hazards 14
Flood and Inundation Hazards 28
Fire Hazards 41
Air pollution 54
Hazardous Waste and Materials 60
Disaster Preparedness, Response, and Recovery 64
Additional Climate-Related Hazards 74

Appendices

Appendix A: Vulnerability Assessment Results 90

Tables

Table S-1: Chances of Significant Earthquakes on Major Riverside County Faults 16
Table S-2: Fires in Wildomar, 1950-2019 45
Table S-3: Implementation Measures 81

Figures

Figure 1-0: Regional Fault Lines 17
Figure 2-0: Seismic Hazard Program Liquefaction Zone 19
Figure 3-0: Landslide Susceptibility 20
Figure 4-0: Subsidence Zone 23
Figure 5-0: Flood Hazard Zones 31
Figure 6-0: Dam Inundation 34
Figure 7-0: Fire Hazard Severity Zones 43
Figure 8-0: Wildland/Urban Interface 44
Figure 9-0: Historical Wildfire Perimeters 46
Figure 10-0: Diesel Particulate Percentile 57
Figure 11-0: Ozone Percentile 58
Figure 12-0: $PM_{2.5}$ Percentile 59
Figure 13-0: Residential Parcels with Evacuation Constraints 67

SAFETY ELEMENT

1. INTRODUCTION

PURPOSE, SCOPE, AND CONTENT

The Safety Element conveys the City of Wildomar's (City's) goals, policies, and actions to minimize the hazards to safety in and around Wildomar. This Safety Element will replace the 2003 County/City Safety Element upon adoption. It identifies the natural and human-caused hazards that affect existing and future development and provides guidelines for protecting residents, employees, visitors, and other community members from injury and death. It describes present and expected future conditions and sets policies and standards for improved public safety. The Safety Element also seeks to minimize physical harm to the buildings and infrastructure in and around Wildomar to reduce damage to local economic systems, community services, and ecosystems.

Some degree of risk is inevitable because the potential for many disasters cannot be completely eliminated and the ability to predict such disasters is limited. The goal of the Safety Element is to reduce the risk of injury, death, property loss, and other hardships to acceptable levels. One of the fundamental values of the Vision for Wildomar, as adopted by the City Council on April 12, 2017 (via Resolution No. 2017-12), highlights the importance of safety to the people of Wildomar:

> *"The City of Wildomar will be a safe and active community with responsible growth and quality infrastructure while keeping a hometown feel."*

This "value" underlies the policy direction of the Safety Element and is further defined by the following Vision statement:

> *"Considerable protection from natural hazards such as earthquakes, fire, flooding, slope failure, and other hazardous conditions is now built into the pattern of development authorized by the General Plan."*

Based on the direction provided by the Vision, and in compliance with state law, the primary objective of the Safety Element is to "reduce death, injuries, property damage, and economic and social impact from hazards." The Safety Element serves the following functions:

- Develops a framework by which safety considerations are introduced into the land use planning process.

- Facilitates the identification and mitigation of hazards for new development, and thus strengthens existing codes, project review, and permitting processes.
- Presents policies directed at identifying and reducing hazards in existing development.
- Strengthens earthquake, flood, inundation, and wildland fire preparedness planning and post-disaster reconstruction policies.
- Identifies how hazards are likely to increase in frequency and intensity in the future and provides policies to increase community resilience.

REGULATORY FRAMEWORK

Under state law, all counties and incorporated communities in California must prepare a General Plan, which must address several topics, one of which is public health and safety. The Safety Element addresses this topic in accordance with state requirements, which are laid out in California law, particularly Section 65302(g) of the California Government Code. State law requires that the Safety Element address the following:

- Protect the community from risks associated with a variety of hazards, including seismic activity, landslides, flooding, and wildfire, as required by the California Government Code Section 65302(g)(1).
- Map and assess the risk associated with flood hazards, develop policies to minimize the flood risk to new development and essential public facilities, and establish effective working relationships among agencies with flood protection responsibilities, as required by California Government Code Section 65302(g)(2).
- Map and assess the risk associated with wildfire hazards, develop policies to reduce the wildfire risk to new land uses and essential facilities, ensure there is adequate road and water infrastructure to respond to wildfire emergencies, and establish cooperative relationships between wildfire protection agencies, as required by California Government Code Section 65302(g)(3).
- Assess the risks associated with climate change on local assets, populations, and resources. Note existing and planned development in at-risk areas and identify agencies responsible for providing public health and safety and environmental protection. Develop goals, policies, and objectives to reduce the risks associated with climate change impacts, including locating new public facilities outside of at-risk areas, providing adequate infrastructure in at-risk areas, and supporting natural infrastructure for climate adaptation, as required by California Government Code Section 65302(g)(4).

- Identify residential developments in any hazard area identified that do not have at least two emergency evacuation routes, as required by California Government Code Section 65302(g)(5).

RELATIONSHIP TO OTHER DOCUMENTS

The Wildomar Safety Element does not exist in a vacuum but is instead one of several plans that address public safety and related topics. The Safety Element must be consistent with these other plans to minimize conflicts between documents and ensure that the City has a unified strategy to address public safety issues. The Safety Element incorporates information, technical analyses, and policies from these other documents where appropriate to help support this consistency.

OTHER GENERAL PLAN ELEMENTS

The Safety Element is one of several elements of the Wildomar General Plan. Other social, economic, political, and aesthetic factors must be considered and balanced with safety needs. Rather than compete with the policies of related elements, the Safety Element provides policy direction and designs safety improvements that complement the intent and policies of other General Plan elements. Crucial relationships exist between the Safety Element and the other General Plan elements. How land uses are determined in areas prone to natural hazards, what regulations limit development in these areas, and how hazards are mitigated for existing development, are all issues that tie the elements together. For instance, Land Use Element diagrams and policies must consider the potential for various hazards identified in the Safety Element and must be consistent with the policies to address those hazards. The Multipurpose Open Space Element is also closely tied to the Safety Element. Floodplains, for example, are not only hazard areas, but often serve as sensitive habitat for threatened or endangered species or provide recreation or passive open space opportunities for residents and visitors. As such, flood and inundation policies balance the need to protect public health and safety with the need to protect habitat and open space. Safety Element policies, especially those concerning evacuation routes and critical facilities, must also be consistent with those of the Circulation Element. The City's Circulation Plan routes are considered the backbone routes for evacuation purposes. Policies and information in this Safety Element should not conflict with those in other elements.

CITY OF WILDOMAR LOCAL HAZARD MITIGATION PLAN

The City of Wildomar's Local Hazard Mitigation Plan (LHMP) is a plan to identify and profile hazard conditions, analyze risk to people and facilities, and develop mitigation actions to reduce or eliminate hazard risks in Wildomar. The City prepared the LHMP in accordance with the federal Disaster Mitigation Act of 2000

and the Federal Emergency Management Agency's (FEMA's) LHMP guidance. The mitigation actions in the LHMP include both short-term and long-term strategies, and involve planning, policy changes, programs, projects, and other activities. The LHMP and Safety Element address similar issues, but the Safety Element provides a higher-level framework and set of policies, while the LHMP focuses on more specific mitigation, often short-term, actions. The LHMP, as its name implies, focuses on mitigation-related actions, while the Safety Element also includes policies related to emergency response, recovery, and preparation activities. The current LHMP, as certified by FEMA, is incorporated into this Safety Element by reference, as permitted by California Government Code Section 65302.6. It is available online at: https://www.cityofwildomar.org/314/Local-Hazard-Mitigation-Plan.

RELATIONSHIP TO THE EMERGENCY MANAGEMENT DEPARTMENT

The County of Riverside Emergency Management Department (EMD) is responsible for providing emergency management services. EMD has four divisions that combine traditional emergency management, public health disaster management, and emergency medical services into a single, comprehensive, all hazards department. EMD works with local cities such as Wildomar, fire and law enforcement agencies, and special districts to support and implement emergency mitigation and preparation activities across Riverside County, secure resources for first responders, and coordinate with state and federal emergency agencies. EMD's emergency preparation and response activities, including many of the Safety Element policies implemented by the City in coordination with EMD, are laid out in this Safety Element.

HAZARD REDUCTION

Hazard-reduction programs are designed to improve the safety of existing development. For example, older structures, built to superseded code standards, may need seismic upgrading. Owners of older structures may voluntarily upgrade, be strongly incentivized to upgrade, or be required to do so. Additional examples of hazard-reduction programs include:

- Strengthening pipelines and developing emergency back-up capability by public utilities serving the City of Wildomar;
- Collaborating with water purveyors to ensure adequate fire flow during emergencies;
- Creating defensible space around buildings to prevent damage from wildfires;

- Planning for emergency response at the government and individual level to reduce the risk to the public from hazards; and
- Identifying unsafe structures and posting public notices.

To reduce hazards in areas mapped as hazard zones, the City of Wildomar uses a combination of methods:

- Special investigation and reporting requirements;
- Land use planning;
- Real-estate disclosure;
- Incentives to encourage hazard mitigation;
- Public education; and
- Disincentives, including fines and fees for those who choose to take the risk of that hazard.

VULNERABLE COMMUNITIES

Due to financial limitations, mobility challenges, and lack of access to medical care, the most vulnerable populations to environmental pollution and other hazards include households in poverty, seniors living alone, outdoor workers, and persons experiencing homelessness. Based on the CalEnviroScreen 3.0 model, which uses pollution and population characteristic indicators to assess pollution burden within communities, overall pollution burden is relatively low.[1] However, there are communities that may be disproportionately impacted by pollution and hazards.

Low-income communities in Wildomar provide an effective lens for assessing where pollution and hazards may disproportionately be affecting vulnerable communities. Therefore, this Safety Element defines vulnerable communities as low-income areas that are disproportionately affected by environmental pollution and other hazards that can lead to negative health effects. A low-income area is defined as an area with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold

[1] California Office of Environmental Health Hazard Assessment. 2018. CalEnviroScreen 3.0. https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30.

designated as low income by the Department of Housing and Community Development's list of state income limits, which is approximately $59,993 in Wildomar.

Vulnerable communities in Wildomar are particularly affected by pollution and hazards in the northwest region of the city, along Corydon Road and Mission Trail. Vulnerable communities are often affected first and at greater levels by pollution and climate-related impacts. These communities are burdened with poorer air quality and pollution and face a higher risk of flood and wildfire hazards. More specifically, air quality impacts are associated with elevated concentration levels of diesel particulate, ozone, and particulate matter 2.5 ($PM_{2.5}$). Although flood risk is present, the 100- and 500-year flood zone is limited to areas along the city boundary, near Corydon Road and Mission Trail. To the east of Interstate 15 (I-15), vulnerable communities are within a very high wildfire hazard severity zone.

Some hazards, such as toxins or traffic hazards, may be dangerous enough to harm human health in isolation. However, some hazards may not be harmful to health by themselves, but become harmful when combined with other health risks to a community. This is a compounded health risk, often referred to as cumulative risk. Today, people are often exposed to multiple health risks, such as ozone and particulate matter, while concurrently living in unhealthy housing conditions and/or experiencing poverty and other socioeconomic stressors that are associated with negative health outcomes. These conditions are experienced more often by vulnerable communities.

"Environmental justice" is defined in California law as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. "Environmental justice" includes, but is not limited to, all of the following:

- The availability of a healthy environment for all people.
- The deterrence, reduction, and elimination of pollution burdens for populations and communities experiencing the adverse effects of that pollution, so that the effects of the pollution are not disproportionately borne by those populations and communities.
- Governmental entities engaging and providing technical assistance to populations and communities most impacted by pollution to promote their meaningful participation in all phases of the environmental and land use decision-making process.
- At a minimum, the meaningful consideration of recommendations from populations and communities most impacted by pollution into environmental and land use decisions.

Environmental justice in the community can be implemented in various ways, such as through policies and actions that improve sustainability and resilience, protect community health, and prioritize safety. This Safety Element identifies where vulnerable communities experience existing and likely future hazardous conditions and other public safety issues in Wildomar and incorporates environmental justice into its policies and actions to address specific hazards for vulnerable communities in Wildomar. These policies and actions aim to reduce the unique or compounded health risks.

CLIMATE CHANGE VULNERABILITY

Changes to the global climate system are expected to affect future occurrences of natural hazards in and around Wildomar. Many hazards are projected to become more frequent and more intense in coming years and decades, and in some cases, these trends have already begun. According to California's *Fourth Climate Change Assessment,*[2] Wildomar can expect the following changes to climate-related hazard events:

- Both droughts and floods are expected to become more frequent as precipitation is expected to occur in fewer, more intense storms due to climate change. Although Wildomar is likely to experience little change in overall precipitation levels from climate change, the region is also expected to see an increase in the number of extreme precipitation events. As a result, floods are expected to occur more often in Wildomar, and climate change may expand the parts of the city that are considered flood-prone. Climate change is expected to increase the frequency and severity of droughts that cause soil to dry out and condense. When precipitation does return, more water runs off the surface rather than being absorbed into the ground, which can lead to floods.

- Warmer temperatures are projected to cause an increase in extreme heat events. Because extreme heat is relative to the area, this means that extreme heat events may occur anywhere in Riverside County. The number of extreme heat days, defined in Wildomar as a day when the high temperature is at least 105 degrees Fahrenheit (°F), is expected to rise from a historical annual average of 4 to between 25 and 37 by the middle of the century (2041 to 2060), and to between 34 and 58 by the end of the century (2070 to 2099). In addition to the increases in extreme heat events, Wildomar is expected to see an increase in the average daily high temperatures. Extreme heat poses a significant human health risk, especially to senior citizens, outdoor workers, and persons who do not have access to adequate cooling, including

[2] Bedsworth, Louise, Dan Cayan, Guido Franco, Leah Fisher, Sonya Ziaja. (California Governor's Office of Planning and Research, Scripps Institution of Oceanography, California Energy Commission, California Public Utilities Commission). 2018. *Statewide Summary Report. California's Fourth Climate Change Assessment.* Publication number: SUMCCCA4-2018-013.

people experiencing homelessness. Some buildings and infrastructure systems may be damaged by very high temperatures, constraining their ability to meet community needs.

- Climate change can increase the rates of infection for various diseases because many of the animals that carry diseases are more active during warmer weather. There are a number of diseases that are linked to climate change and can be harmful to the health of Wildomar community members, such as hantavirus pulmonary syndrome, Lyme disease, West Nile fever, and influenza. Many of these diseases are carried by animals, such as mice and rats, ticks, and mosquitos, which are usually seen as pests even if they do not cause infections. Warmer temperatures earlier in the spring and later in the winter can cause these animals to be active for longer periods, increasing the time that these diseases can be transmitted.

- Wildomar is expected to see an increase in wildfires due to hotter, drier weather. Although the risk is greatest in the forested areas of western Riverside County along the San Jacinto Mountains, Wildomar may still experience an increase in wildfire activity. More frequent regional wildfires may also create poor air quality. Wildfire activity across Riverside County is expected to increase approximately 16 percent above historic levels by the middle of the century.

- Severe weather events, such as strong storms and high winds, may become more frequent and intense due to climate change. Climate change is expected to cause an increase in intense rainfall, which is usually associated with strong storm systems. Heavy rainfall may also contribute to an increased risk of landslides in the hills around Wildomar. In western Riverside County, most severe weather is linked to high winds. The types of dangers posed by severe weather vary widely and include injuries or deaths, damage to buildings and structures, fallen trees, roads blocked by debris, and fires sparked by lightning.

VULNERABILITY ASSESSMENT RESULTS

Under California law, the Safety Element is required to include a vulnerability assessment that looks at how people, buildings, infrastructure, and other key community assets may be affected by climate change. The City conducted a Climate Change Vulnerability Assessment in spring of 2021, to analyze Wildomar's susceptibility to climate-related hazards. The City of Wildomar's vulnerability assessment, prepared in accordance with the most recent available guidance in the *California Adaptation Planning Guide*, assesses how eight different climate-related hazards (air quality, drought, extreme heat, flooding, human health hazards, landslides, severe weather, and wildfire) may affect 56 different population groups and community assets. Each population or asset received a score of V1 (minimal vulnerability) to V5 (severe vulnerability) for each climate-related hazard. The Climate Change Vulnerability Assessment indicates that Wildomar's populations and assets are most vulnerable to wildfires, extreme heat, severe weather, and drought.

Populations in Wildomar tend to be vulnerable to extreme heat, human health hazards, and wildfire, which directly affect health outcomes. As discussed previously, the most vulnerable communities include households in poverty, seniors living alone, outdoor workers, and persons experiencing homelessness. Vulnerable populations, especially those located on single-access roads, are also highly vulnerable to hazards, such as landslides, severe weather, flooding, and wildfire.

Citywide, energy delivery is vulnerable to multiple hazards, including severe weather, such as high winds that can trigger public safety power shutoff (PSPS) events, extreme heat that reduces the capacity and strains the system, and wildfires that damage the system, ultimately disrupting energy service. These conditions can damage communication infrastructure, decreasing network capacity. There may be a higher demand for communication services during severe weather, potentially putting stress on the network and increasing the risk of service interruptions. Furthermore, energy delivery services, specifically electricity delivery, is subject to harm during extreme heat events. Extreme heat can lead to power outages by causing mechanical failure of grid equipment, heat damage to power lines, and by creating a high demand for electricity to power air conditioners, all of which place stress on the network. This is likely to lead to greater service disruptions.

An increase in droughts, extreme heat, and wildfire create higher vulnerabilities for chaparral, woodland, and grassland habitat. Drought and extreme heat can stress vegetation, weakening or killing a variety of native species and habitats. Although chaparral, woodland, and grassland in the region are adapted to infrequent, low-intensity wildfire, many native species are still vulnerable to large and intense wildfire events. Moreover, grasslands pose an extreme risk due to their high, easily ignitable fuel loads and the invasion of non-native species has greatly increased the risk of severe wildfire events. Pests, such as shot hole borers, have increased due to drought and higher temperatures that impact tree health and make them more vulnerable to pests. Such pests can decimate woodland habitats and these species may not be able to recover. This can in turn affect local economic activities in Wildomar, such as outdoor recreation activities and commercial activity from visitors that travel through the city to get to state and national parks and forests.

PSPS events can also create vulnerabilities for Wildomar community members. The vast majority of homes and businesses do not have backup power supplies, so a loss of electricity can cause a loss of refrigeration for food and medical supplies, limit cooking, cause loss of heating or cooling (particularly dangerous during extreme heat or cold events), lighting, and limited or no access to the Internet or other information systems. Many businesses are forced to close during a PSPS, causing economic hardships and depriving community members of important services, such as grocery stores, gas stations, and banks/ATMs. PSPS events may also be harmful to people who depend on electrically powered medical devices. Some property owners have purchased backup power generators, although these produce high levels of noise, pollution, and odors.

The Safety Element includes goals, policies, and implementation measures to increase community resilience and help lower vulnerability scores, particularly for the populations and assets that received a score of V4 or V5 in the Vulnerability Assessment. A full list of the Vulnerability Assessment results can be found in **Appendix A**.

2. EXISTING CONDITIONS

This section outlines the existing and likely future hazardous conditions and other public safety issues in Wildomar, including:

- Code conformance and development regulations
- Seismic and geologic hazards
- Flood and inundation hazards
- Fire hazards (urban and wildland)
- Hazardous waste and materials
- Disaster preparedness, response, and recovery
- Drought
- Extreme heat
- Severe weather

This section provides details pertaining to probable locations each hazard or issue is likely to occur (per availability of data), past notable events in and around Wildomar, agencies responsible for providing protection from these public safety issues, and other background information required by the State of California Government Code Section 65302(g)(4). Goals and policies are identified following the discussion of each hazard identified, and implementation measures that support one or more of the Safety Element policies are provided in Table S-3 at the end of this Safety Element.

Additionally, the City has prepared a Vulnerability Assessment that analyzes how climate-related hazards may harm the City of Wildomar. This assessment was prepared in accordance with the California-recommended guidance in the current *California Adaptation Planning Guide*. It incorporates the findings from a subregional

vulnerability assessment prepared for western Riverside County as part of the Resilient IE project. This Vulnerability Assessment refines the findings from Resilient IE to focus on the City of Wildomar, thus more accurately reflecting the conditions and characteristics unique to Wildomar.

The Vulnerability Assessment considers the threats from all relevant climate-related hazards, which are events or physical conditions that have the potential to cause harm or loss and emphasizes changes to hazard frequency and severity due to climate change. The Vulnerability Assessment also assesses populations or assets facing potential harm from the hazards. This includes the risk of physical damage to buildings and infrastructure, social vulnerability of persons likely to be disproportionately harmed by hazards, potential disruption to the City's economic engines, loss of important services, and damage to sensitive ecosystems. The results of the Vulnerability Assessment are integrated into the hazards and other public safety issues previously mentioned. A full list of the Vulnerability Assessment results is also provided in **Appendix A.**

CODE CONFORMANCE AND DEVELOPMENT REGULATIONS

The City of Wildomar Department of Building and Safety provides technical expertise in reviewing and enforcing the City Building and Fire Codes. These codes establish site-specific investigation requirements, construction standards, and inspection procedures to ensure that development does not pose a threat to the health, safety, and welfare of the public. Every three years, the City's Building and Fire Codes are adopted from the California Building and Fire Codes. These codes contain baseline minimum standards to guard against unsafe development.

At a minimum, it is imperative to enforce the most recently adopted regulatory codes for new development and significant redevelopment, including the City's Zoning Ordinance and Land Use Ordinance (e.g., Water-Efficient Landscape Ordinance), which support the California Building and Fire Codes. The California Environmental Quality Act (CEQA) adds another level of safety review, requiring that environmental constraints be considered prior to approval of development projects. Additional guidelines and standards are introduced through the Safety Element. Special development regulations can reinforce and augment existing code standards by raising the level of hazard-conscious project design and mitigation engineering. Examples include additional geologic/geotechnical investigation and additional reinforcement of foundations in areas of potential ground failure.

While foundation investigations are required by the City of Wildomar's Building Code, it is important to emphasize expected levels of investigation and protection. Furthermore, some requirements may only apply to critical facilities, such as detailed seismic analyses, could be expanded to include other structures and lifelines.

Where engineering methods cannot mitigate the hazards, avoidance of the hazard is appropriate, such as where ground rupture along active or potentially active fault traces are identified during project investigation. Special minimum setbacks away from active faults, which are already required for critical facilities, can also be defined for other structures and lifelines.

GOAL S-1: To provide development regulations consistent with State of California requirements and best practices.

POLICY S-1 **Enforce state laws aimed at identification, inventory, and retrofit of existing vulnerable structures and mitigate hazard impacts through adoption and strict enforcement of current building codes, which will be amended as necessary when local deficiencies are identified.**

POLICY S-2 **Continue to enforce penalties against grading without permits and ensure the restoration of land damaged or degraded from grading activities. Continue to educate the public about the benefits of grading with permits and the penalties for grading without them. If the penalties are determined to be ineffective, explore whether levying greater penalties would be more effective in deterring illegal grading and ensuring proper restoration of damaged lands.**

POLICY S-3 **Incorporate the current City of Wildomar Local Hazard Mitigation Plan, as adopted by the Federal Emergency Management Agency, into this Safety Element by reference, as permitted by California Government Code Section 65302.6.**

POLICY S-4 **Require structural and non-structural assessment and, when necessary, mitigation of other types of potentially hazardous buildings that:**

(1) Are undergoing substantial repair or improvements resulting in more than half of the assessed property value, or

(2) Are considered an element of blight in a redevelopment district. Potential implementation measures may include:

(a) Use of variances, tax rebates, fee waivers, credits, or public recognition as incentives.

(b) Inventory and structural assessment of potentially hazardous buildings based on screening methods developed by the Federal Emergency Management Agency.

(c) Development of a mandatory retrofit program for hazardous, high-occupancy, essential, dependent, or high-risk facilities.

(d) Development of a mandatory program requiring public posting of seismically vulnerable buildings.

SEISMIC AND GEOLOGIC HAZARDS

Seismic and geologic hazards are risks caused by the movement of different parts of the Earth's crust, or surface. Seismic hazards include earthquakes and hazardous events caused by them. Geologic hazards are other hazards involving land movements that are not linked to seismic activity and are capable of inflicting harm to people or property.

SEISMIC HAZARDS

Seismic activity occurs along boundaries in the Earth's crust, called faults. Pressure along the faults build over time and is ultimately released, resulting in ground shaking that we refer to as an earthquake. Earthquakes can also trigger other hazards, including surface rupture (cracks in the ground surface), liquefaction (causing loose soil to lose its strength), landslides, and subsidence (sinking of the ground surface). Earthquakes and other seismic hazards often damage or destroy property and public infrastructure, and falling objects or structures pose a risk of injury or death.

While Wildomar is at risk from many natural and human-caused hazards, the event with the greatest potential for loss of life or property and economic damage is an earthquake. This is true for most of Southern California, since damaging earthquakes affect widespread areas, trigger many secondary effects that can overwhelm the ability of local jurisdictions to respond. In Wildomar, earthquake-triggered effects include ground shaking, fault rupture, landslides, liquefaction, subsidence, and seiches. Earthquakes can also cause human-caused hazards such as urban fires, dam failures, and toxic chemical releases.

Earthquake risk is very high in the western portion of Riverside County, including the City of Wildomar, due to the presence of two of California's most active faults, the San Andreas and San Jacinto Faults. Most of the loss of life and injuries from earthquakes are due to damage and collapse of buildings and structures. Building codes for new construction have generally been made more stringent following damaging earthquakes. However, in

Wildomar, structures built prior to the enactment of these improved building codes have generally not been upgraded to current standards and are vulnerable in earthquakes. Comprehensive hazard mitigation programs that include the identification and mapping of hazards, prudent planning and enforcement of building codes, and expedient retrofitting and rehabilitation of weak structures can significantly reduce the scope of an earthquake disaster.

Western Riverside County contains parts of several known active and potentially active earthquake faults, including the San Andreas Fault, San Jacinto Fault, and Elsinore Fault. The San Andreas Fault, the largest fault in California, runs from the Salton Sea north along the east side of the Coachella Valley, continuing north along the Transverse and Coast Ranges until running offshore in Mendocino County. The San Jacinto Fault runs from the Imperial Valley northwest through western Riverside County until it ends at the Cajon Pass. The Elsinore Fault zone extends from western Imperial County to the Chino Hills and runs along Riverside County's western border with Orange County. Historically, the San Andreas Fault is the most active among the fault network that cuts through rocks of the California coastal region. The San Jacinto Fault has had a higher level of moderate to large earthquakes during the past 50 to 100 years, although the rate of slip is not as high. The main trace of the Elsinore Fault zone has only seen one historical event greater than magnitude 5.2 – the earthquake of 1910, a magnitude 6 near Temescal Valley. Wildomar has experienced several noticeable ground movement incidents over the past years, but no local damage was sustained. Active faults located in close proximity to the city or that can cause damage to the city, include the following:

- Elsinore Fault Zone: This fault zone, which includes the Wildomar and Wolf Valley Faults, passes through the city on the west side of I-15. The fault zone is capable of generating earthquakes ranging in magnitude between 6.5 and 7.5.

- Wildomar Fault: As depicted on Figure 1-0, this fault strand of the Elsinore Fault zone runs northwest/southeast and is located in the city approximately 2,000 to 4,000 feet west of I-15. The areas adjacent to the fault are within a "Special Studies Zone," as designated under the Alquist-Priolo Special Study Zone Act of 1972.

- San Andreas Fault Zone: This fault zone, located approximately 50 miles northeast of the city, is the dominant active fault in California. The maximum credible earthquake from this fault zone is a magnitude 8.3.

- San Jacinto Fault Zone: This fault zone is located approximately 30 miles northeast of the city and has a maximum credible earthquake magnitude of 7.5.

In addition to these active faults, two potentially active faults, the Agua Caliente Fault zone and the Murrieta Hot Springs Fault, are also located near the city. In the event of an earthquake, the location of the epicenter, as well as the time of day and season of the year, would have a profound effect on the number of deaths and casualties, as well as property damage. There are a number of small-scale earthquakes that happen weekly, but larger scale or catastrophe shaking is less likely. Property and human life in Wildomar are at risk for a significant earthquake causing catastrophic damage and strains on response and mitigation resources. The county experiences hundreds of minor quakes and tremblers each month from the myriad of faults in the area. Studies indicate that stress is building up in major faults like the San Andreas. A major quake could happen at any time.

The San Andreas, San Jacinto, and Elsinore Faults are all capable of producing significant earthquakes, with a magnitude of 6.7 or greater. Table S-1 shows the chances of a major earthquake on these three faults within Riverside County by 2045, according to the Third California Earthquake Rupture Forecast. Other faults, both in and outside Riverside County, may also be capable of generating significant earthquakes with damaging effects in the county.

TABLE S-1: CHANCES OF SIGNIFICANT EARTHQUAKES ON MAJOR RIVERSIDE COUNTY FAULTS

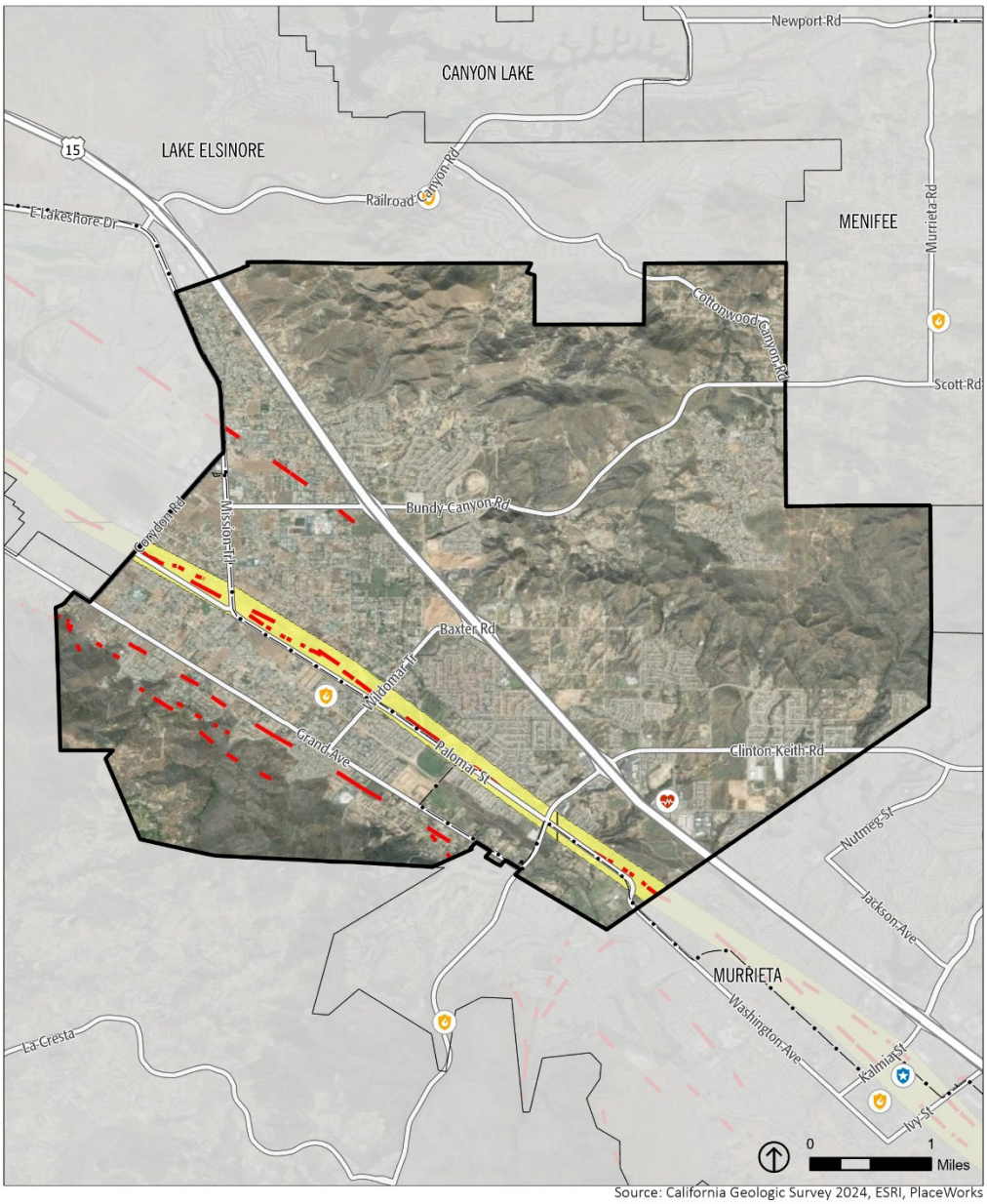
Fault	Mean Chance by 2045			
	Magnitude 6.7 or greater	Magnitude 7.0 or greater	Magnitude 7.5 or greater	Magnitude 8.0 or greater
San Andreas	24.21%	21.29%	11.62%	3.15%
San Jacinto	6.71%	6.43%	5.29%	2.75%
Elsinore	3.66%	1.82%	0.95%	Less than 0.01%

Chances shown are the maximum mean probability for segments of these faults within Riverside County.
Source: Third California Earthquake Rupture Forecast

Figure 1-0 shows the fault lines in and around Wildomar.

SAFETY ELEMENT
CITY OF WILDOMAR

REGIONAL FAULT LINES



Source: California Geologic Survey 2024, ESRI, PlaceWorks

City of Wildomar
City Boundary
Regional Fault Lines
CGS Alquist Priolo Fault Zones
Local Law Enforcement Office
Hospital
Fire Station
Transmission Line

Figure 1-0

Portions of the city are susceptible to liquefaction, which is a potentially destructive secondary effect of strong seismic shaking. Liquefaction occurs primarily in saturated, loose, fine- to medium-grained soils in areas where the groundwater table is within approximately 50 feet of the surface. Shaking causes the soils to lose strength and behave as liquid. Excess water pressure is vented upward through fissures and soil cracks and can result in a water-soil slurry flowing onto the ground surface. Liquefaction-related effects include loss of bearing strength, ground oscillations, lateral spreading, and flow failures or slumping. Site-specific geotechnical studies are the only practical and reliable way of determining the specific liquefaction potential of a site; however, a determination of general risk potential can be provided based on soil type and depth of groundwater. The City has delineated areas of known and suspected liquefaction hazard. In general, liquefaction susceptibility ranges from very low in the former lake footprint to moderate on much of the remainder of the valley floor and very high in the valley floor corridor formerly occupied by the axial riverine drainage. Areas identified as susceptible to liquefaction are identified in Figure 2-0.

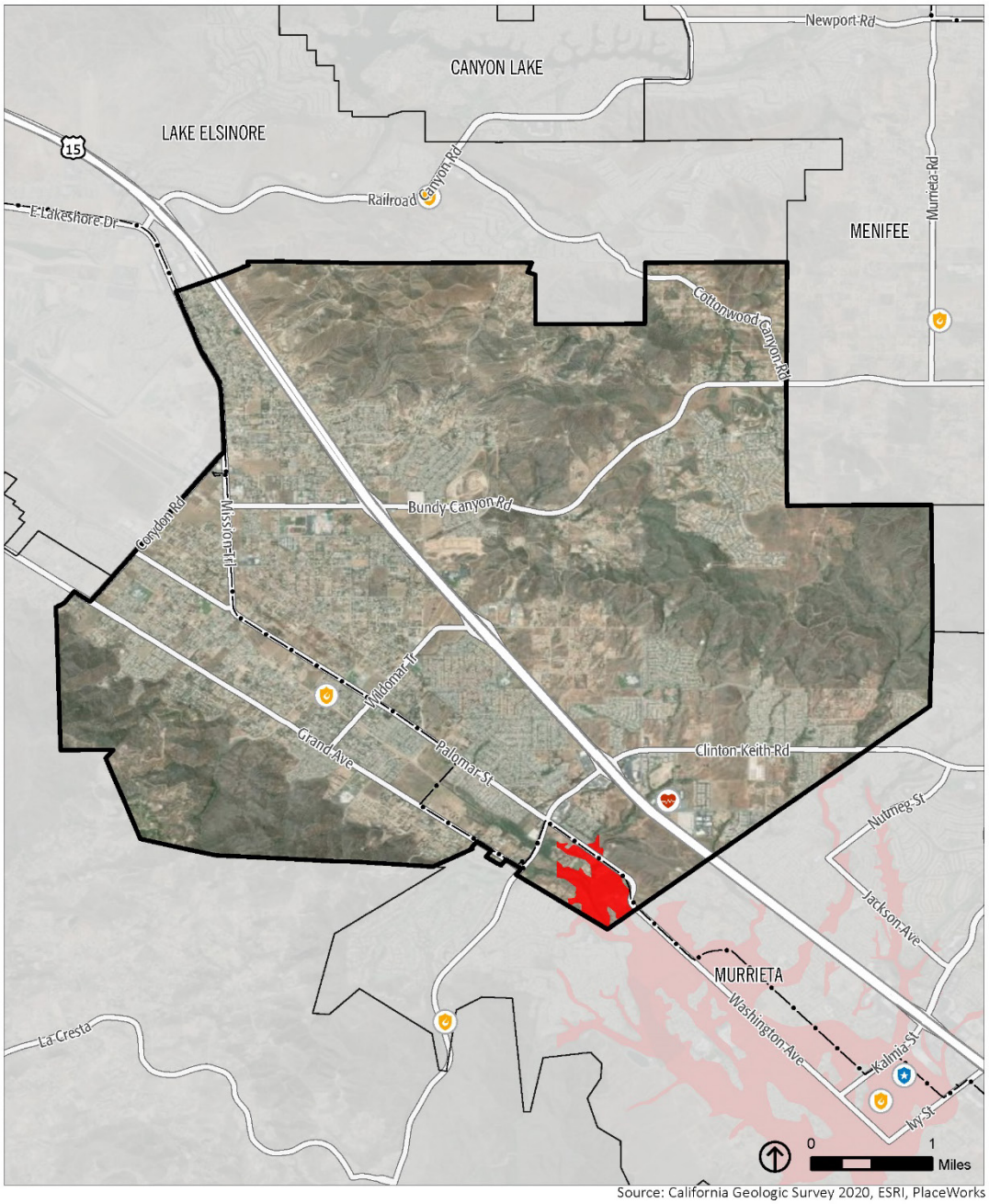
Areas are susceptible to liquefaction based on a combination of known factors in some areas and the absence of known factors in other areas. Additionally, these potential hazard zones are not an absolute indication that the hazard truly exists nor are they an indicator of the extent of damage that may or may not occur at a given site. Research confirms there is a potential for liquefaction to occur; however, this research also confirms minimal liquefaction-induced ground settlement is anticipated to occur for the areas that were studied. In most cases, proper design and construction of subgrade soils and building foundations provides a mechanism to mitigate the risk of seismic hazards to an acceptable level in conformance with the California Building Code. The representation of areas having a liquefaction potential is only intended as notification to seek further site-specific information and analysis of this potential hazard as part of future site development. It should not be solely relied upon, without site-specific information and analysis, for design or decision-making purposes.

GEOLOGIC HAZARDS

Geologic hazards, such as landslides and erosion, depend on the geologic composition of the area. Landslides and rock falls may occur in sloped areas, especially areas with steep slopes, and usually in areas of loose and fragmented soil. Landslides, rockfalls, and debris flows occur continuously on all slopes; some processes act very slowly, while others occur very suddenly, often with disastrous results. They often occur as a consequence of seismic activity or heavy rainfall, either of which may cause slopes to lose structural integrity and slide. There are predictable relationships between local geology and landslides, rockfalls, and debris flows. Slope stability is dependent on many factors and interrelationships, including rock type, pore water pressure, slope steepness, and natural or human-made undercutting. Figure 3-0 shows the landslide risk in and around Wildomar. Landslide risk is greatest south of Grand Avenue and throughout a majority of the land east of I-15, particularly along hillsides. Landslide susceptibility presents a significant risk to vulnerable communities as well. The highest threat for these communities occurs in the northern region of the city, north of Lemon Street and to the west and east of I-15.

SAFETY ELEMENT
CITY OF WILDOMAR

SEISMIC HAZARDS PROGRAM LIQUEFACTION ZONE



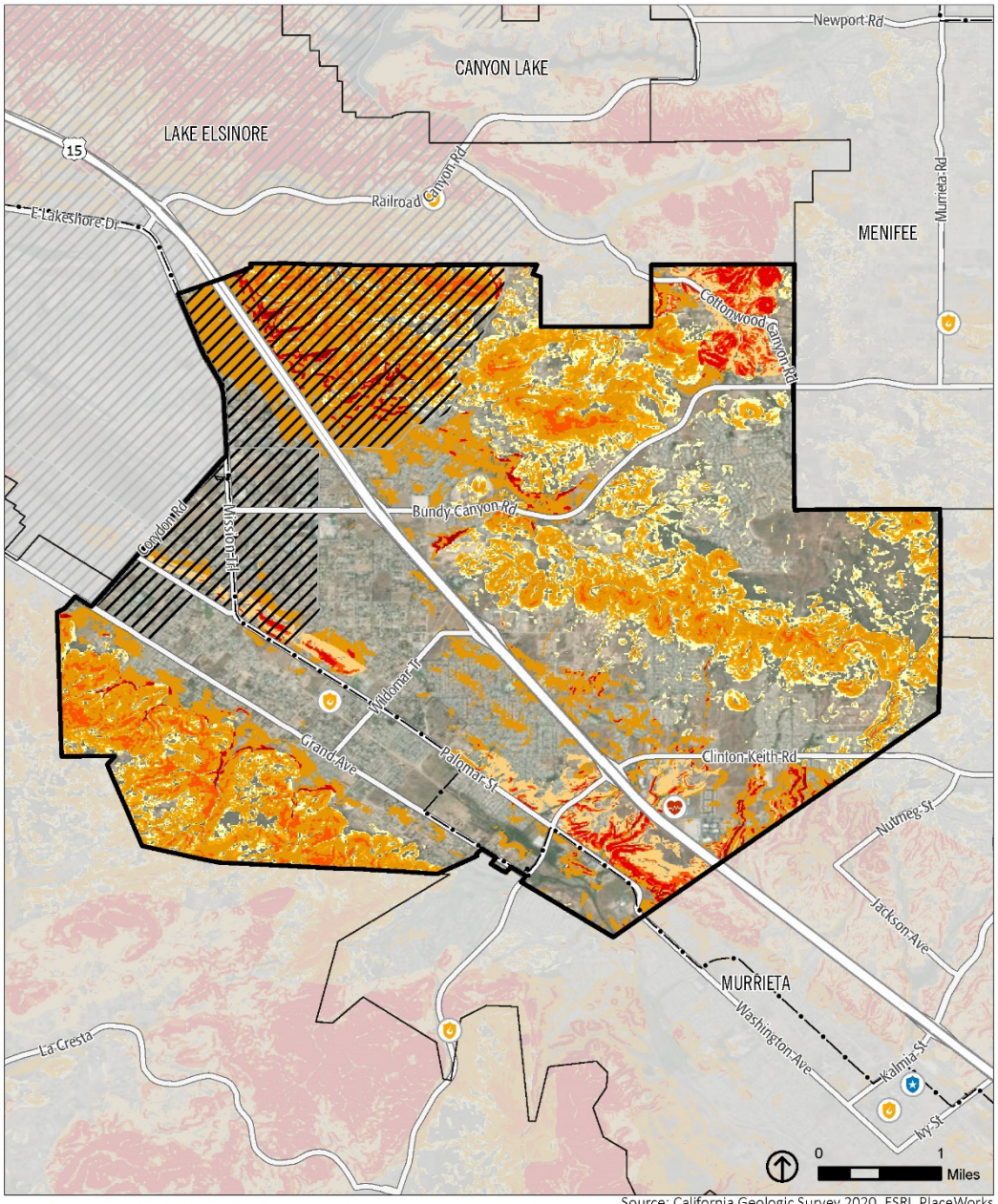
Source: California Geologic Survey 2020, ESRI, PlaceWorks

City of Wildomar
City Boundary
Liquefaction Zones
Local Law Enforcement Office
Hospital
Fire Station
Transmission Line

Figure 2-0

SAFETY ELEMENT
CITY OF WILDOMAR

LANDSLIDE SUSCEPTIBILITY



Source: California Geologic Survey 2020, ESRI, PlaceWorks

City of Wildomar

City Boundary

Percent of Population whose income is below poverty level (2019)

> 15% of Population

Landslide Susceptibility Classes

0, III, V, VI, VII, VIII, IX, X

Local Law Enforcement Office

Hospital

Fire Station

Transmission Line

Figure 3-0

Expansive soils have a significant amount of clay particles that can give up water (shrink) or take on water (swell). The change in volume exerts stress on buildings and other loads placed on these soils. The occurrence of these soils is often associated with geologic units having marginal stability. Expansive soils can be widely dispersed and can be found in hillside areas as well as low-lying alluvial basins. Although expansive soils are now routinely alleviated through the City's adopted Building Code, problems related to past, inadequate codes constantly appear. Expansive soils are not the only cause of structural distress in existing structures. Poor compaction and construction practices, settlement, and landslides can cause similar damage, but require different mediation efforts. Once expansion has been verified as the source of the problem, mitigation can be achieved through reinforcement of the existing foundation, or alternatively, through the excavation and removal of expansive soils in an affected area.

Hydroconsolidation, or soil collapse, typically occurs in recently deposited, Holocene (less than 10,000 years old) soils that were deposited in an arid or semi-arid environment. Soils prone to collapse are commonly associated with human-made fill, wind-laid sands and silts, and alluvial fan and mudflow sediments deposited during flash floods. When saturated, collapsible soils undergo a rearrangement of their grains, and the water removes the cohesive (or cementing) material. Rapid, substantial settlement results. In Wildomar, collapsible soils occur predominantly at the base of the mountains, where Holocene-age alluvial fan and wash sediments have been deposited during rapid runoff events. Typically, differential settlement of structures occurs when lawns or plantings are heavily irrigated in close proximity to the structure's foundation. Forensic indications of collapsible soils include tilting or sagging floors, cracking or separating structures, and windows and doors that cannot open due to shifts in the building.

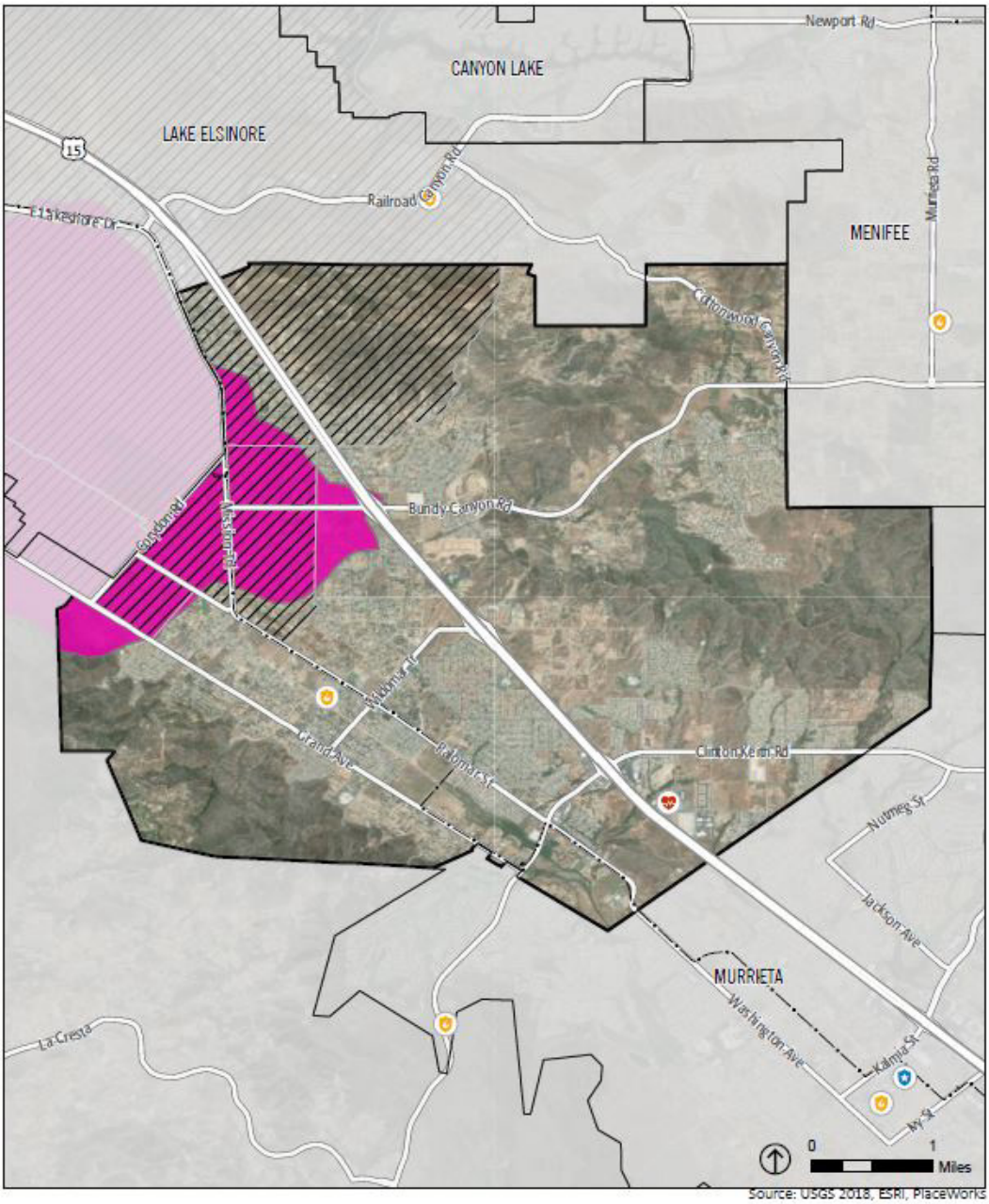
Erosion is the geological process in which earthen materials are worn away and transported by natural forces such as water or wind, causing the soil to deteriorate. Eroded topsoil can be transported into streams and other waterways. Water erosion is the removal of soil by water and transportation of the eroded materials away from the point of removal. The severity of water erosion is influenced by slope, soil type, soil water storage capacity, nature of the underlying rock, vegetation cover, and rainfall intensity and period. The impact of soil erosion on water quality becomes significant, particularly as soil surface runoff. Wind erosion is a serious environmental problem attracting global attention. Soil movement is initiated as a result of wind forces exerted against the surface of the ground. Dust particles in the air create major health problems. Atmospheric dust causes respiratory discomfort, may carry pathogens that cause eye infections and skin disorders, and reduces highway and air traffic visibility. Dust storms can cause additional problems. Buildings, fences, roads, crops, trees, and shrubs can all be damaged by abrasive blowing soil.

Slope instability can include deep-seated landslides, rockfalls, soil slumps, and debris flows. Without the presence of extensive flood-control devices, including large debris basins, areas with slope instability may be subject to debris flow inundation. Most often, debris flow inundation results in roadways and improvements blocked by boulders. Rarely do debris-flow-generating storms affect Wildomar. However, most areas with slope instability are within areas designated for open space or rural development.

Subsidence refers to the sudden sinking or gradual downward settling and compaction of soil and other surface material with little or no horizontal motion. It may be caused by a variety of human and natural activities, including earthquakes and water saturation. Areas identified as susceptible to subsidence are identified in Figure 3-0. Land subsidence and related issues have been well-documented in western Riverside County. Most of the early documented cases of subsidence affected only agricultural land or open space. As urban areas have expanded, so too have the impacts of subsidence on structures for human occupancy. Ground subsidence and associated fissuring in Wildomar have resulted from both falling and rising groundwater tables. In addition, many fissures have occurred along active faults that bound the San Jacinto Valley and Elsinore Trough. Subsidence typically occurs throughout a susceptible valley. In addition, differential displacement and fissures occur at or near the valley margin and along faults. In western Riverside County, the worst damage to structures as a result of regional subsidence may be expected at the valley margins. Alluvial valley regions are especially susceptible. Figure 4-0 shows the subsidence zones in and around Wildomar. As illustrated in Figure 4-0, areas near Palomar Street, Corydon Road, and Bundy Canyon Road are within a subsidence zone. Notably, vulnerable communities in the city reside in this subsidence zone and are at risk to ground subsidence impacts.

SAFETY ELEMENT
CITY OF WILDOMAR

SUBSIDENCE ZONE



City of Wildomar
City Boundary
Subsidence Zone - Groundwater Pumping

Percent of Population whose income is below poverty level (2019)
> 15% of Population
Local Law Enforcement Office

Hospital
Fire Station
Transmission Line

Figure 4-0

POTENTIAL CHANGES TO GEOLOGIC AND SEISMIC RISK IN FUTURE YEARS

Likelihood of Future Occurrence

Seismic Risk

Earthquakes are likely to continue to occur on an occasional basis and are likely to be small. They may cause no substantive damage and may not even be felt by most people. Major earthquakes are rare, but a possibility in the region. No major earthquakes have been recorded with epicenters within the city, although the city has felt ground shaking from earthquakes with epicenters located elsewhere. Large earthquakes from faults such as the San Andreas Fault may cause significant damage to homes and businesses in the city. Based on historical data and the location of Wildomar relative to active and potentially active faults, the city will likely experience a significantly damaging earthquake in the next two decades.

If serious shaking does occur, newer construction is in general more earthquake resistant than older construction because of improved building codes. Manufactured housing is very susceptible to damage because the foundation systems are rarely braced for earthquake motions.

Geologic Risk

Minor landslides have occurred in the past, probably over the last several hundred years, as evidenced by both past deposits exposed in erosion gullies and recent landslide events. Western Riverside County has a history of landslides during seasons of high precipitation. With significant rainfall, additional failures are likely in landslide hazard areas and minor landslides will likely continue to impact the area when heavy precipitation occurs, as they have in the past. In addition, areas affected by recent fires show an increased landslide risk.

Climate Change and Geologic and Seismic Hazards

While climate change is unlikely to increase earthquake frequency or strength, the threats from seismic and geologic hazards are expected to continue. Climate change may result in precipitation extremes (i.e., wetter rainfall periods and drier dry periods). While total average annual rainfall may not change significantly, rainfall may be concentrated in more intense precipitation events. Heavy rainfall could cause an increase in the number of landslides or make landslides larger than normal. Increased wildfire frequency can destabilize hillsides due to loss of vegetation and change soil composition, which can contribute to greater runoff and erosion. The combination of a generally drier climate in the future, which will increase the chance of drought and wildfires, and the occasional extreme downpour, is likely to cause more mudslides and landslides. Impacts from these conditions would compound landslide potential for the most susceptible locations.

GOAL S-2: To avoid the loss of life and injury and minimize property damage from seismic and related geological hazards.

Fault Rupture

POLICY S-5 **Minimize fault rupture hazards through enforcement of Alquist-Priolo Earthquake Fault Zoning Act provisions and the following policies:**

(1) Require geologic studies or analyses for critical structures, and lifeline, high-occupancy, schools, and high-risk structures, within 0.5 miles of all Quaternary to historic faults shown on the Earthquake Fault Studies Zones map.

(2) Require geologic trenching studies within all designated Earthquake Fault Studies Zones, unless adequate evidence, as determined and accepted by the City of Wildomar Engineering Geologist, is presented. The City of Wildomar may require geologic trenching of non-zoned faults for especially critical or vulnerable structures or lifelines.

(3) Require that infrastructure systems, such as energy, communications, and transportation infrastructure, be designed to resist, without failure, their crossing of a fault, should fault rupture occur.

(4) Support efforts by the California Department of Conservation, California Geological Survey, to develop geologic and engineering solutions in areas of ground deformation due to faulting and seismic activity, in those areas where a fault cannot be reliably located.

(5) Encourage and support efforts by the geologic research community to better define the locations and risks of faults in and around the City of Wildomar. Such efforts could include data sharing and database development with regional entities, other local governments, private organizations, utility agencies or companies, and local universities.

POLICY S-6 **Require automatic natural gas shutoff earthquake sensors in high-occupancy industrial and commercial facilities, as well as new homes, and encourage them for all existing residences.**

Seismically-Induced Liquefaction, Landslides, and Rockfalls

POLICY S-7 **Require geological and geotechnical investigations in areas with potential for earthquake-induced liquefaction, landslides, or settlement, for any building proposed for human occupancy and any structure whose damage would cause harm, except for accessory buildings.**

POLICY S-8 **Require that a state-licensed civil engineer investigate the potential for liquefaction in areas designated as underlain by "Susceptible Sediments" and/or "Shallow Groundwater" for all general construction projects and proposed critical facilities, except for accessory buildings.**

POLICY S-9 **Require that engineered slopes be designed to resist seismically-induced failure as appropriate. For lower-risk projects, this may include requiring slope design to be based on pseudo-static stability analyses using soil engineering parameters that are established on a site-specific basis. For higher-risk projects, appropriate standards may include requiring the stability analyses to factor in the intensity of expected ground-shaking.**

POLICY S-10 **Within landslide susceptibility areas or liquefaction zones shown in Figure 2-0 and Figure 3-0, require that cut-and-fill transition lots be over-excavated to mitigate the potential of seismically-induced differential settlement.**

Landslides, Rockfalls, and Debris Flows

POLICY S-11 **Require the following in landslide susceptibility classes III and above, or when deemed necessary by the California Environmental Quality Act, prior to the issuance of development permits or approval of project designs:**

(1) Preliminary geotechnical and geologic investigations, including certification regarding the stability of the site against adverse effects of earthquake and subsidence.

(2) Evaluations of site stability, including any possible impact on adjacent properties.

(3) Consultant reports, investigations, and design recommendations required for grading permits, building permits, and subdivision applications, prepared by state-licensed professionals.

POLICY S-12 **Require new development in areas prone to geologic hazards (e.g., landslides, steep topography, slope instability) to be designed to adequately reduce these hazards and loss of native vegetation. Grading plans, environmental assessments, engineering and geologic technical reports, irrigation and landscaping plans, including ecological restoration and revegetation plans, shall be required as appropriate, to ensure the adequate demonstration of a project's ability to mitigate these potential impacts. Any development in hillside areas shall prepare drainage plans to direct runoff and drainage away from potentially unstable slopes.**

POLICY S-13 **During permit review, identify and require mitigation of on-site slope instability, debris flow, and erosion hazards on lots undergoing substantial improvements. "Substantial improvements" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement.**

POLICY S-14 **Conduct slope stabilization practices on existing public property and support slope stabilization activities on private property located on unstable hillside areas, especially slopes with recurring failures where City property or public right-of-way is threatened from slope instability, or where considered appropriate and urgent by the City of Wildomar Engineer, Fire Department, or Sheriff Department.**

POLICY S-15 **Encourage building retrofits that improve resiliency to geologic and seismic hazards.**

Subsidence and Expansive and Collapsible Soils

POLICY S-16 **Require geotechnical studies within documented subsidence zones, as shown in Figure 4-0, as well as zones that may be susceptible to subsidence, prior to the issuance of development permits. Within the documented subsidence zones of the Elsinore Valley, the studies must address the potential for reactivation of these zones, consider the potential impact on the project, and provide adequate and acceptable mitigation measures.**

POLICY S-17 **Coordinate with the County of Riverside and the Elsinore Valley Municipal Water District to develop a liaison program with all Riverside County water districts to prevent water extraction-induced subsidence.**

POLICY S-18 **Encourage and support efforts for long-term, permanent monitoring of topographic subsidence in the Elsinore Valley Groundwater Basin, irrespective of past subsidence.**

FLOOD AND INUNDATION HAZARDS

Flooding is considered the rising and overflowing of a body of water onto normally dry land. History highlights floods as one of the most frequent natural hazards impacting communities in western Riverside County. Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide, causing substantial damage to structures, landscapes, and utilities, as well as life-safety issues. Flooding can be extremely dangerous, and even six inches of moving water can knock a person over given a strong current. Floodwaters can transport large objects downstream, which can damage or remove stationary structures, such as dam spillways. Ground saturation can result in instability, collapse, or other damage. Objects can also be buried or destroyed through sediment deposition. Floodwaters can also break utility lines and interrupt services. Standing water can cause damage to roads, foundations, and electrical circuits.

Floods are usually caused by large amounts of precipitation, either from a period of very intense precipitation or a long period of steady precipitation. Historically, Wildomar has been at risk of flooding primarily during the winter and spring months when stream systems swell with heavy rainfall. This type of flood results from prolonged, heavy rainfall and is characterized by high peak flows of moderate duration and by a large volume of runoff. Flooding is more severe when prior rainfall has resulted in saturated ground conditions. Flooding susceptibility in Wildomar is primarily associated with the Murrieta Creek as well as smaller-scale and flash flood events.

Flash flooding is a common problem for western Riverside County and typically associated with short-duration, high-intensity precipitation events often during summer thunderstorms. Such events can occur even during a drought. Localized flooding also occurs in Wildomar at various times throughout the year, especially in the western side of the city and along Murrieta Creek. These areas are primarily a result of little or no drainage infrastructure, undersized pipes where runoff exceeds pipe capacity even for minor storms, obstructions, or damaged drainpipes. The majority of the damaged lines are on the west side of the city, where there are limited storm drainpipes and some of the oldest infrastructure in the system.

Historically, precipitation in and around Wildomar has been low to moderate. Precipitation occurs mainly in the fall, winter, and spring months, from November through April. Although Wildomar occasionally experiences periods of significant drought, the city can also experience periods of substantial rainfall. When Wildomar does experience heavy rain, or rain over a period of days or weeks, many areas of the city are subject to flooding. Runoff from rain drains either naturally into creeks or flood-control facilities.

Both earthquake faults and developments reduce the total ground absorption area. Earthquake faults include bedrock features that create barriers to subsurface percolation, thus increasing the velocity and erosive capacity of stormwater runoff on hillsides. Development also creates impermeable surfaces (structures, pavement, streets). Stormwater runoff is augmented by water flows from development contributing to street flooding. Moreover, developed areas generate irrigation water runoff from landscaping, which may channel stormwater and other runoff flows into nearby underdeveloped areas and street gutters. Areas at an elevated risk of flooding are generally divided into 100- and 500-year flood zones. A 100-year flood zone has a 1-percent chance of experiencing a major flood in any given year, a 200-year flood zone has a 0.5-percent chance of flooding in any given year, a 500-year flood zone has a 0.2-percent chance of flooding in any given year. Figure 5-0 shows the 100- and 500-year flood zones in and around Wildomar, as well as the flood hazard zones overlayed by vulnerable communities. The highest threat for these communities occurs in the northwestern region of the city, along Corydon Road and Mission Trail. A small portion of this community along Corydon Road is within the 500-year flood zone and to the north along Mission Trail, a small portion is within both the 100- and 500-year flood zone.

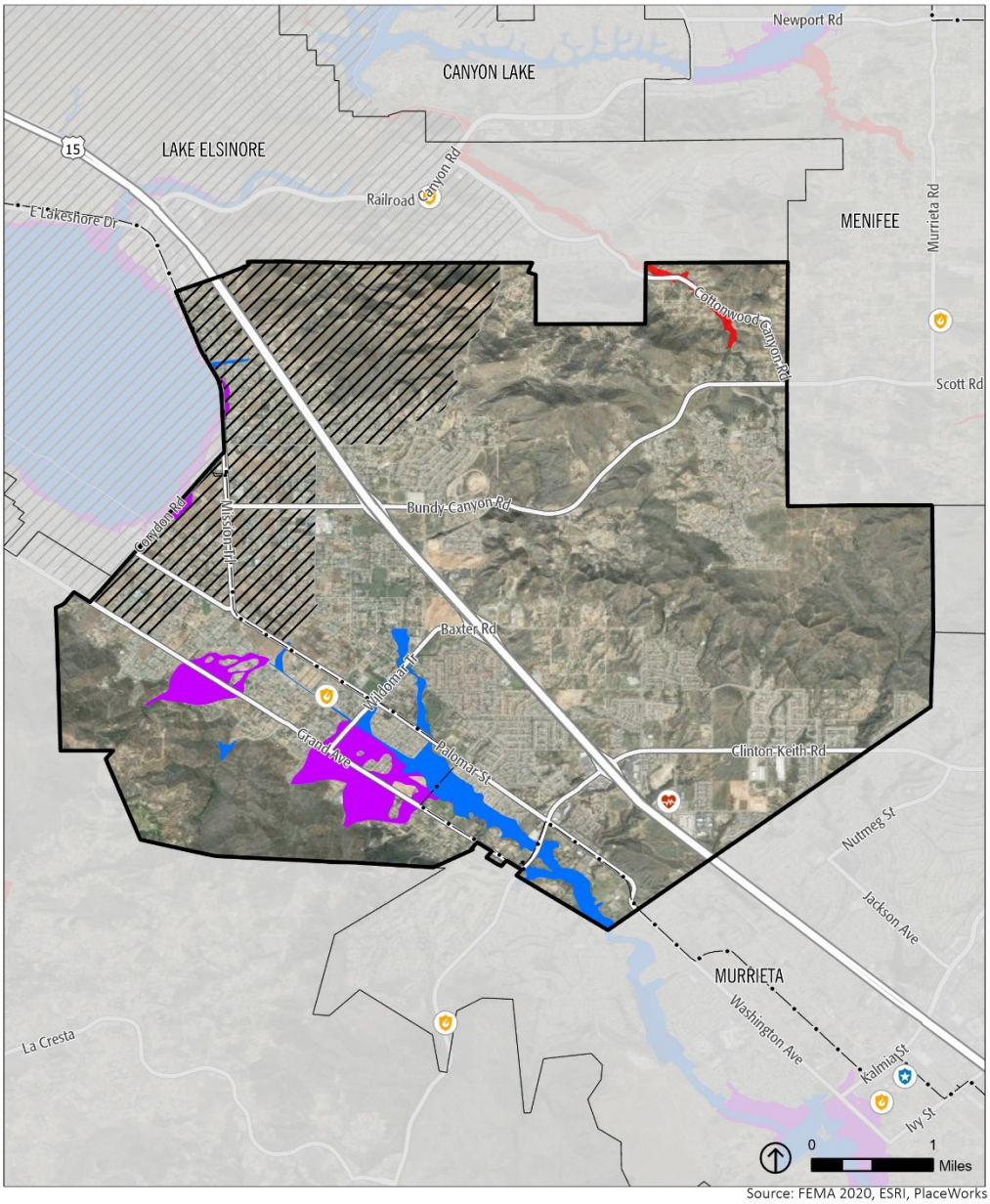
Agencies responsible for flood control in Wildomar include FEMA, the Federal Insurance Administration (FIA), and the Department of Water Resources (DWR).

- **FEMA:** FEMA manages the National Flood Insurance Program (NFIP), providing insurance to the public in communities that participate in the program. FEMA is the main federal government agency contact during natural disasters and publishes the Flood Insurance Rate Maps (FIRM), which identify the extent of flood potential in flood-prone communities based on a 100-year flood (or base flood) event.
- **FIA:** The FIA is the primary agency that delineates potential flood hazard areas and floodways through the FIRMs and the Flood Boundary and Floodway Map. Flood insurance is required of all homeowners who have federally subsidized loans.

- **DWR:** DWR is responsible for managing and protecting California's water. DWR works with other agencies to benefit the state's people, and to protect, restore, and enhance the natural and human environments. DWR also works to prevent and respond to floods, droughts, and catastrophic events that would threaten public safety, water resources and management systems, the environment, and property.

SAFETY ELEMENT
CITY OF WILDOMAR

FLOOD HAZARD ZONES



Source: FEMA 2020, ESRI, PlaceWorks

City of Wildomar
City Boundary
Percent of Population whose income is below poverty level (2019)
> 15% of Population
100-Year Flood Zone
500-Year Flood Zone
DWR 100 Year Flood Zone
Local Law Enforcement Office
Hospital
Fire Station
Transmission Line

Figure 5-0

Dam failure also poses a risk to the City of Wildomar. Dam break floods are usually associated with intense rainfall or prolonged flood conditions. A dam failure is an uncontrolled release of water from a reservoir through a dam as a result of structural failures or deficiencies in the dam. Dam failures can range from fairly minor to catastrophic and can potentially harm human life and property downstream from the failure. In addition, ecosystems and habitats are destroyed as a result of waters flooding them. Although dam failures are very rare, these events are not unprecedented. Additionally, the older that dams get, the more potential exists for catastrophic dam failures. There are four major causes of dam failures, which include the following:

- **Overtopping:** These failures occur as a result of poor spillway design, leading to a reservoir filling too high with water, especially in times of heavy rainfall. Other causes of this type of failure include settling of the crest of the dam or spillway blockage.
- **Foundation defects:** These failures occur as a result of settling in the foundation of the dam, instability of slopes surrounding the dam, uplift pressures, and seepage around the foundation. All of these failures result in structural instability and potential dam failure.
- **Piping and seepage failures**: These failures occur as a result of internal erosion caused by seepage and erosion along hydraulic structures such as the spillways. As well, erosion as a result of animal burrows and cracks in the dam structure contribute to these failures.
- **Conduit and valve failure:** These failures occur as a result of problems with valves and conduits.

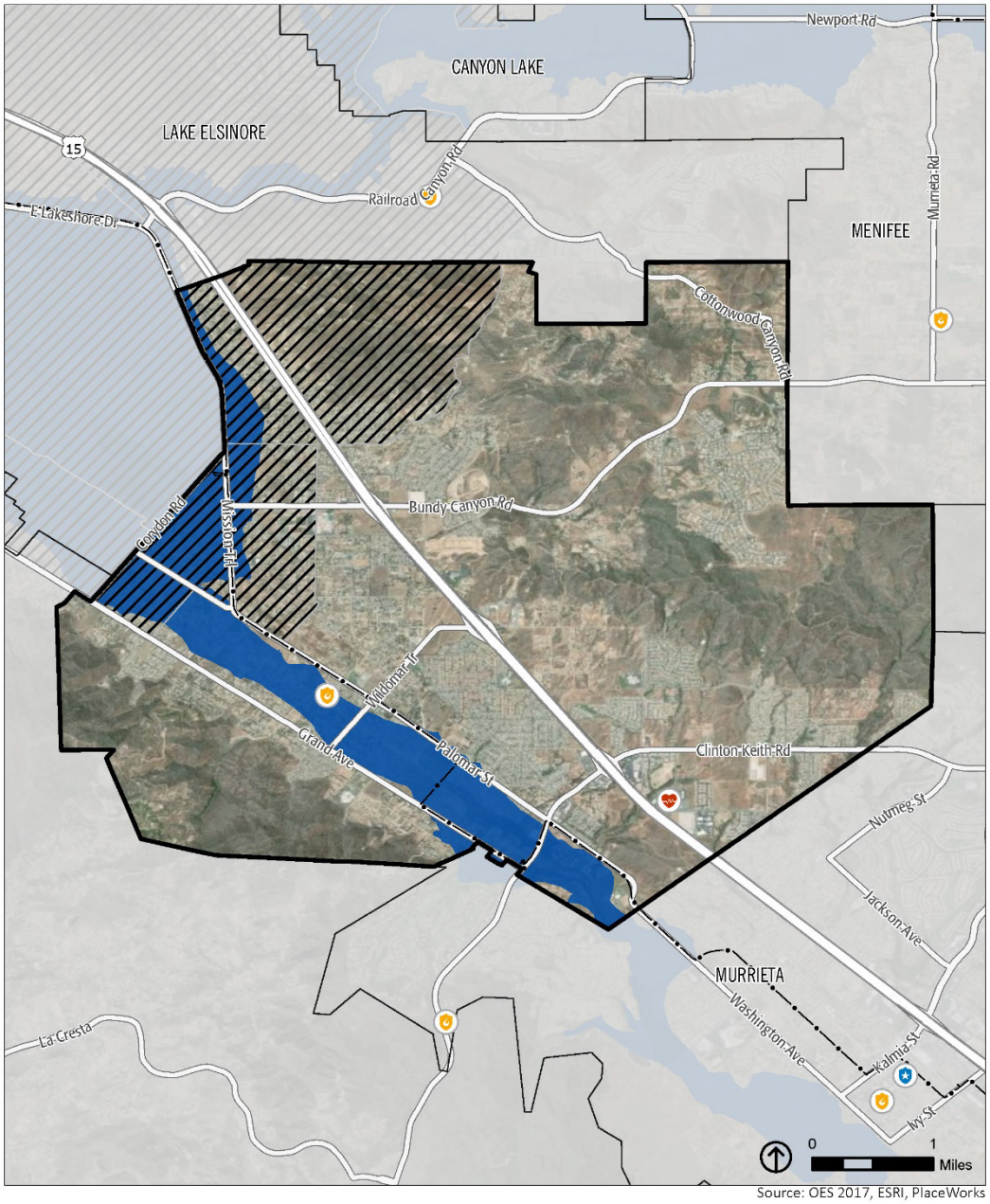
Other dam failures arise as a result of other miscellaneous causes. Many dam failures are also the secondary result of other natural disasters, such as earthquakes, landslides, extreme storms, or heavy snow-melt. Other causes include equipment malfunction, structural damage, and sabotage.

In Wildomar, a major earthquake could cause a dam failure. Dams are constructed with safety features known as “spillways” that allow water to overtop the dam if the reservoir fills too quickly. Spillway overflow events, often referred to as “design failures,” result in increased discharges downstream and increased flooding potential. In a dam failure scenario, the greatest threat to life and property typically occurs in those areas immediately below the dam since flood depths and discharges generally decrease as the flood wave moves downstream. The primary danger associated with dam failure is the high-velocity flooding downstream of the dam and limited warning times for evacuation. The Diamond Valley Dam presents a downstream hazard to the City of Wildomar. Figure 6-0 identifies the areas at risk from dam failure. Dam failure risk extends from Mission Trail, in the northern portion of the city, to Grand Avenue, in the southern portion of the city. A majority of the area at risk is adjacent to Murrieta Creek. Dam failure presents a significant risk to vulnerable communities as

well. The highest threat for these communities occurs in the northwestern region of the city, along Corydon Road and Mission Trail. To the north of Lemon Street (Sedco Hills), dam failure presents a risk for populations living to the west of I-15.

SAFETY ELEMENT
CITY OF WILDOMAR

DAM INUNDATION



Source: OES 2017, ESRI, PlaceWorks

City of Wildomar

City Boundary

Percent of Population whose income is below poverty level (2019)

> 15% of Population

Dam Inundation Area - Diamond Valley East Dam

Local Law Enforcement Office

Hospital

Fire Station

Transmission Line

Figure 6-0

POTENTIAL CHANGES TO FLOOD RISK IN FUTURE YEARS

Likelihood of Future Occurrence

Wildomar is traversed by Murrieta Creek and is at risk to both creek flooding and localized stormwater flooding. Historically, Riverside County and the City of Wildomar have been subject to previous flooding events primarily during the winter and spring months when river systems swell with heavy rainfall runoff. Normally, stormwater is kept within defined limits by a variety of storm drainage and flood-control measures. Occasionally, extended heavy rains result in floodwaters that exceed normal high-water boundaries and cause damage. Flooding has occurred both within the 100- and 500-year floodplains and in other localized areas. As land uses and climate conditions shift and as improvements are made to flood-control channels, the size of these flood zones is likely to change.

In the City of Wildomar, much of the flood damage occurs in the floodplains of Murrieta Creek. Other problems connected with flooding and stormwater runoff include erosion, sedimentation, degradation of water quality, losses of environmental resources, and certain health hazards.

Climate Change and Flooding

Floods are among the most damaging natural hazards in Riverside County, and climate change is expected to make flood events worse. Although climate change may not change average precipitation levels significantly, scientists expect that it will cause more years with extreme precipitation events. This means that more years are likely to see particularly intense storm systems that drop enough precipitation over a short enough period to cause flooding. Although Southern California is likely to experience a decrease in overall precipitation levels from climate change, the region is also expected to see an increase in the number of extreme precipitation events. A meteorological phenomenon known as the "atmospheric river," a narrow stream of extremely moist air, is frequently responsible for the more intense storms that strike California. Atmospheric rivers generally deliver high levels of precipitation, up to 50 percent of the state's total precipitation in any given year.

Because of this, floods are expected to occur more often in Wildomar and climate change may expand the parts of the city that are considered flood-prone. Although there are no specific flooding projections for the city, flood events are expected to become more frequent, and it is possible that the areas subject to flooding will expand.

There are some indirect effects of climate change that may also increase flooding in the city. Climate change is expected to increase the frequency and severity of droughts that cause soil to dry out and become hard. When precipitation does return, more water runs off the surface than is absorbed into the ground, which can lead to

floods. Wildfires, which are also expected to become more frequent due to climate change, cause a similar effect by baking the surface of the ground into a harder and less-penetrable layer. Trees and other vegetation help slow water down, which lets the water absorb into the soil and prevents it from turning into runoff. Because of this, the loss of trees and other plants from wildfires, or other climate-related exposures can also increase flooding risk.

While the risk and associated short- and long-term impacts of climate change are uncertain, experts in this field tend to agree that among the most significant impacts include those resulting from increased heat and precipitation events that cause increased frequency and magnitude of flooding. Increases in damaging flood events will cause greater property damage, public health and safety concerns, displacement, and loss of life. Displacement of residents can include both temporary and long-term displacement, increase in insurance rates, or restriction of insurance coverage in vulnerable areas.

GOAL S-3: To avoid the risk of loss of life and injury, and minimize the risk of damage to property, and economic and social dislocations resulting from flooding and inundation hazards.

Flood and Inundation Hazard Abatement

POLICY S-19 **For new construction and proposals for substantial improvements to residential and nonresidential development within 100-year floodplains as mapped by the Federal Emergency Management Agency (FEMA) or as determined by site-specific hydrologic studies for areas not mapped by FEMA, Wildomar shall apply a minimum level of acceptable risk and disapprove projects that cannot mitigate the hazard to the satisfaction of the Building Official or other responsible agency.**

POLICY S-20 **All residential, commercial, and industrial structures shall be flood-proofed from the mapped 100-year storm flow, or to an appropriate level determined by site-specific hydrologic studies for areas mapped by the Federal Emergency Management Agency. This may require that the finished floor elevation be constructed at such a height as to meet this requirement. Nonresidential (commercial or industrial) structures may be allowed with a "flood-proofed" finished floor below the Base Flood Elevation (i.e., 100-year flood surface) to the extent permitted by state, federal, and local regulations. New critical facilities shall be constructed above-grade to the satisfaction of the Building Official, based on federal, state, or other reliable hydrologic studies. To the**

extent that residential, commercial, or industrial structures cannot meet these standards, they shall not be approved.

POLICY S-21 **Prohibit alteration of floodways and channelization unless alternative methods of flood control are not technically feasible or alternative methods are used to the maximum extent practicable. The intent is to balance floodway protection with prudent land use solutions, recreational needs, and habitat requirements, and as applicable to provide incentives for natural watercourse preservation.**

(1) Prohibit the construction, location, or substantial improvement of structures in areas designated as floodways, except upon approval of a plan that provides that the proposed development will not result in any significant increase in flood levels during the occurrence of a 100-year flood discharge.

(2) Prohibit the filling or grading of land for nonagricultural purposes and for non-authorized flood-control purposes in areas designated as floodways, except upon approval of a plan that provides that the proposed development will not result in any significant increase in flood levels during the occurrence of a 100-year flood discharge.

POLICY S-22 **Prohibit substantial modification to watercourses, unless the modification does not adversely affect adjacent wetlands or riparian habitat or become detrimental to adjacent property as a result of increased erosion, sedimentation, or water velocity. Modifications to watercourses shall be done in the least environmentally damaging manner practicable and shall restore natural conditions to the greatest extent possible, to maintain adequate wildlife corridors and linkages and maximize groundwater recharge.**

POLICY S-23 **Development within the floodway fringe shall only be allowed if the proposed structures can be adequately flood-proofed and will not contribute to property damage or risks to public safety. Such developments shall be required to be capable of withstanding flooding and minimize the use of fill. Compatible uses shall not, however, obstruct flows or adversely affect upstream or downstream properties with increased velocities, erosion backwater effects, or concentrations of flows.**

POLICY S-24 **Require all projects in Wildomar to address and mitigate adverse impacts to the carrying capacity of local and regional storm drain systems.**

POLICY S-25 **Collaborate with neighboring jurisdictions to mitigate the impacts of new development in the City of Wildomar that could increase runoff onto parcels downstream in a neighboring jurisdiction and encourage neighboring jurisdictions to require development occurring adjacent to the city to consider the impact of flooding and flood-control measures on properties within Wildomar.**

POLICY S-26 **Ensure that new development and infrastructure projects do not create or exacerbate flood risks elsewhere in Wildomar or in neighboring communities.**

POLICY S-27 **Update stormwater infrastructure design requirements as needed to maintain consistency with federal, state, and local regulatory requirements, prioritizing vulnerable communities.**

POLICY S-28 **Ensure that new development projects and retrofits to existing large-scale projects incorporate design strategies and features to reduce the area of impervious surfaces and flood risks with natural drainage, as well as groundwater replenishment.**

POLICY S-29 **Identify areas of poor drainage and install new or upgrade existing drainage systems to accommodate drainage needs. Use natural infrastructure to the extent possible.**

High-Risk Facilities

POLICY S-30 **Projects, including public facilities and other facilities essential for emergencies and large public assembly, within the area mapped as the City Regulatory Floodplain by the Federal Emergency Management Agency, shall not be approved unless the project is adequately protected from flood hazards, incorporates all required flood protection specific to that area in accordance with City ordinances and guidelines, and will not result in any increase in flood levels during the occurrence of a flood event. Such facilities shall have at least two routes for emergency egress and ingress, and the project design shall minimize the potential for debris or flooding to block emergency routes, either through the construction of dikes, bridges, or large-diameter storm drains under roads used for primary access.**

POLICY S-31 **Existing essential, dependent-care, and high-risk facilities not in conformance with provisions of the City of Wildomar zoning shall be required to upgrade or modify building use to a level of safety consistent with the inundation risk.**

POLICY S-32 **Development using, storing, or otherwise involved with substantial quantities of on-site hazardous materials shall not be permitted within a 100-year floodplain or dam inundation zone, unless all standards for evaluation, anchoring, and flood-proofing have been satisfied. Hazardous materials shall be stored in watertight containers, not capable of floating, to the extent required by state and federal laws and regulations. Facilities storing substantial quantities of hazardous materials within inundation zones shall be adequately flood-proofed and hazardous materials containers shall be anchored and secured to prevent flotation and contamination.**

POLICY S-33 **Dependent-care facilities shall be required to have all flood-vulnerable electrical circuitry flood-proofed.**

POLICY S-34 **High-risk facilities, such as essential public and quasi-public facilities and hazardous materials sites, shall be required to maintain and rehearse inundation response plans.**

POLICY S-35 **Use power of public land acquisition and other land use measures to create open space zoning of inundation zones in non-developed areas subject to flooding, as mapped by the Federal Emergency Management Agency. In areas that are destined for redevelopment and subject to flooding, low-density land uses should be encouraged and developers shall be required to meet Wildomar's minimum level of acceptable risk and incorporate mitigation measures, where feasible.**

Risk Assessment

POLICY S-36 **Continue to assess the flood risk within Wildomar and upgrade facilities and infrastructure at risk, prioritizing vulnerable communities.**

POLICY S-37 **Designs and upgrades of street storm drains shall be based on the depth of inundation, relative risk to public health and safety, the potential for hindrance of emergency access and regress from excessive flood depth, and the threat of contamination of the storm drain system with sewage effluent. In general, the 10-year flood flows shall be contained within the top of curbs and the 100-year flood flows within the street right-of-way.**

POLICY S-38 **During updates to the Safety Element, the Local Hazard Mitigation Plan, or at other times as appropriate, review the 500-year, 100-year, and 10-year flood hazard in the city by state, federal, county, and other standards, and use such sources to improve existing protection, review protection standards proposed for new development and redevelopment, update emergency response plans, and evaluate how low-income areas may be disproportionately affected.**

POLICY S-39 **Promote flood-control measures that maintain natural conditions within Wildomar's regulatory floodplain of rivers and streams.**

POLICY S-40 **Encourage the use of Specific Plans to allow increased densities in certain areas of a proposed development or apply Transfer of Development Credits to encourage the placement of appropriate land uses in natural hazard areas, including open space, passive recreational uses, or other development capable of better adapting to these hazards.**

POLICY S-41 **Take an active role in acquiring property in high-risk flood zones and designating the land as open space for public use or wildlife habitat.**

POLICY S-42 **Coordinate with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, the Resource Conservation District, the Federal Emergency Management Agency, the California Department of Water Resources, and the Riverside County Flood Control and Water Conservation District, in defining existing and potential flood problem areas.**

POLICY S-43 **Continue to assess the dam inundation risk within Wildomar and upgrade facilities and infrastructure at risk.**

FIRE HAZARDS

Fire hazards include both wildfires and urban fires. California is recognized as one of the most fire-prone and consequently fire-adapted landscapes in the world. The combination of complex terrain, Mediterranean climate, and productive natural plant communities, along with ample natural ignition sources, has created conditions for extensive wildfires. Wildfire is an ongoing concern for the City of Wildomar. Generally, the fire season extends from early spring through late fall of each year during the hotter, dryer months. Fire conditions arise from a combination of high temperatures, low-moisture content in the air and plant matter, an accumulation of vegetation, and high winds. Three types of fires are of concern to Wildomar: (1) wildfires, (2) wildland-urban interface fires, and (3) structural fires.

WILDFIRES

Wildfires occur on mountains, hillsides, and grasslands. Vegetation, wind, temperature, humidity, and slope are all factors that affect how these fires spread. In Wildomar, native vegetation, such as chaparral, sage, and grassland provide fuel that allows fire to spread easily across large tracts of land. These plant species are capable of regeneration after a fire, making periodic wildfires a natural part of the ecology of these areas. Portions of the city are undeveloped and consist of rugged topography with highly flammable vegetation. In particular, the hillside terrain in the southwestern region near the Elsinore Mountains, as well as the hillside terrain east of I-15, have a substantial fire risk. Undeveloped hillside areas in and adjacent to the city present a serious hazard because of the potential for large-scale wildland fires. Fire potential for Riverside County is typically greatest in the months of August, September, and October, when dry vegetation coexists with hot, dry Santa Ana winds. However, in Wildomar, fires with conflagration potential can occur at any time of the year. Seasonal drought conditions exacerbate fire hazards.

WILDLAND-URBAN INTERFACE FIRES

The wildland-urban interface is an area where buildings and infrastructure (e.g., cell towers, schools, water supply facilities) mix with areas of flammable wildland vegetation. The WUI is made up of three distinct zones. The intermix zone contains housing development or improved parcels interspersed in an area dominated by wildland vegetation subject to wildfire. The interface zone contains dense housing next to vegetation, but not dominated by wildland vegetation, that can burn in a wildfire. The influence zone contains wildfire-susceptible vegetation within 1.5 miles from the WUI or wildland-urban intermix zones. Hundreds of homes now border major forests and brush areas. With thousands of people living near and visiting wildland areas, the probability of human-caused fires is growing. Wildfires and urban interface fires have occurred close to or encroached into the city, especially in large areas of grassland, scrub, and chapparal. The most recent fire was the 2019 Tenaja

Fire, located south of Wildomar in the rural community of La Cresta. The fire burned approximately 1,926 acres and damaged three structures but did not encroach into the city. Other notable fires that occurred within Wildomar are listed in Table S-2.

In the wildland-urban interface, efforts to prevent ignitions and limit wildfire losses hinge on hardening structures and creating defensible space through a multi-faceted approach, which includes engineering, enforcement, education, emergency response, and economic incentive. Different strategies in the defense and threat zones of the wildland-urban interface help to limit the spread of fire and reduce the risk to people and property.

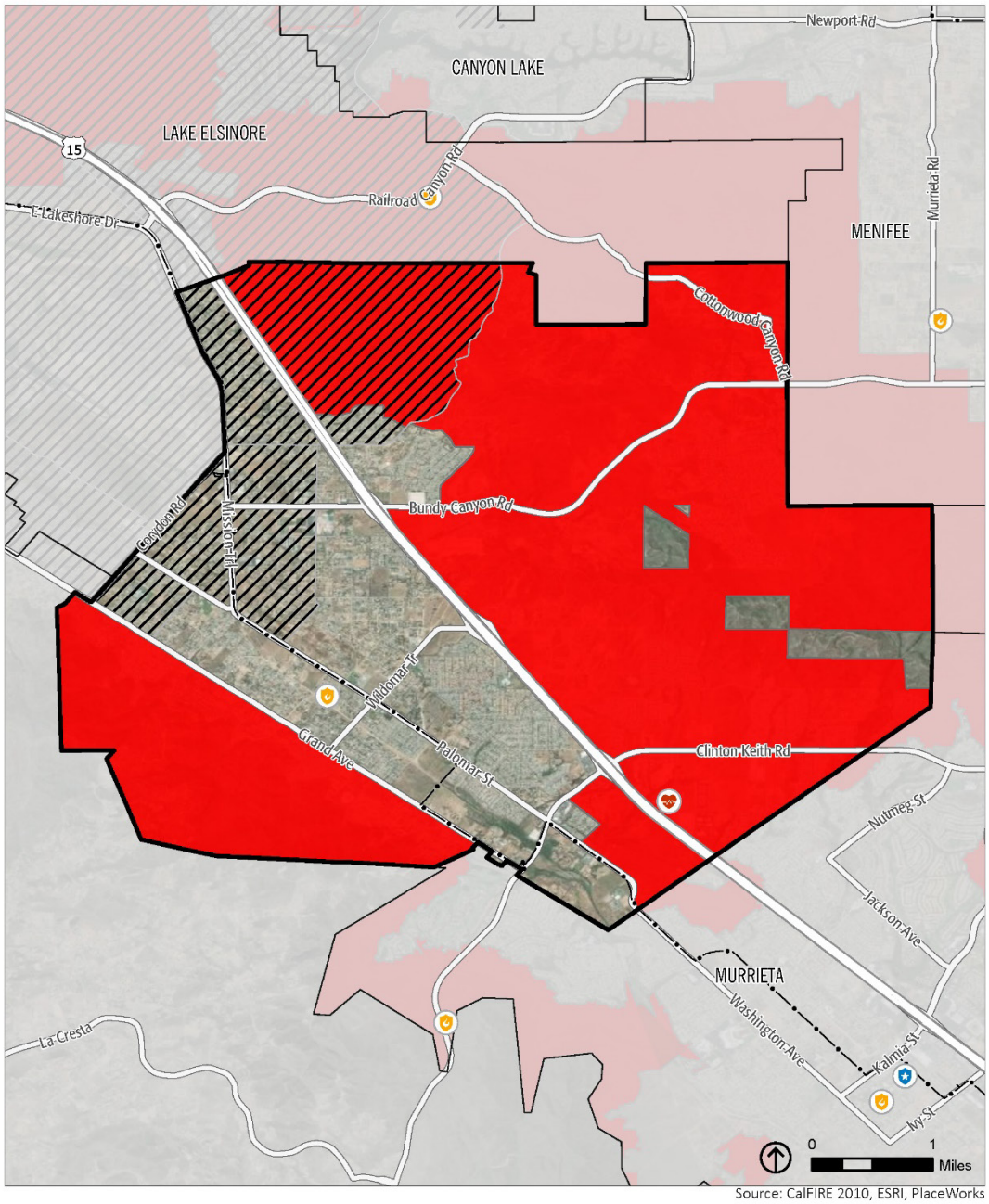
Wildfire threat within California is described by Wildfire Hazard Severity Zones, which designate hazardous areas within State Responsibility Areas (SRAs) as moderate, high, or very high. However, incorporated areas such as Wildomar are considered Local Responsibility Areas (LRAs) and only designate very high fire hazard severity zones. Significant portions of the city are located within a very high fire hazard severity zone. Figure 7-0 shows the wildfire risk zones in and around Wildomar and Figure 8-0 identifies the wildland-urban interface. The highest threat occurs along the eastern side of I-15, as well as the western side of Grand Avenue, on land that is on and adjacent to hillsides with large areas of dry grass and chapparal. Areas adjacent to the city that are susceptible to wildfires are also of concern as these conditions could exacerbate vulnerabilities within the city. As illustrated in Figure 7-0, the highest threat for vulnerable communities occurs in the northern region of the city, north of Lemon Street and east of I-15. These communities are entirely within a very high fire hazard severity zone.

STRUCTURAL FIRES

Urban fires occur in built-up environments, destroying buildings and other human-made structures. These disasters are often due to faulty wiring or mechanical equipment, combustible construction materials, or the absence of fire alarms and fire sprinkler systems. Structural fires are largely from human accidents, although deliberate fires (arson) may be a cause of some events. Older buildings that lack modern fire safety features may face greater risk of damage from fires. To minimize fire damage and loss, the City's Fire and Building Codes, based on the California Fire and Building Codes, sets standards for building and construction. It requires the provision of adequate water supply for firefighting, fire-retardant construction, and minimum street widths, among other things. Fire prevention awareness programs and fire drills are conducted to train residents to respond quickly and correctly to reduce injury and losses during fires.

SAFETY ELEMENT
CITY OF WILDOMAR

FIRE HAZARD SEVERITY ZONES



Source: CalFIRE 2010, ESRI, PlaceWorks

City of Wildomar
City Boundary

Percent of Population whose income is below poverty level (2019)
> 15% of Population

Local Responsibility Area
Very High Fire Hazard Severity Zone

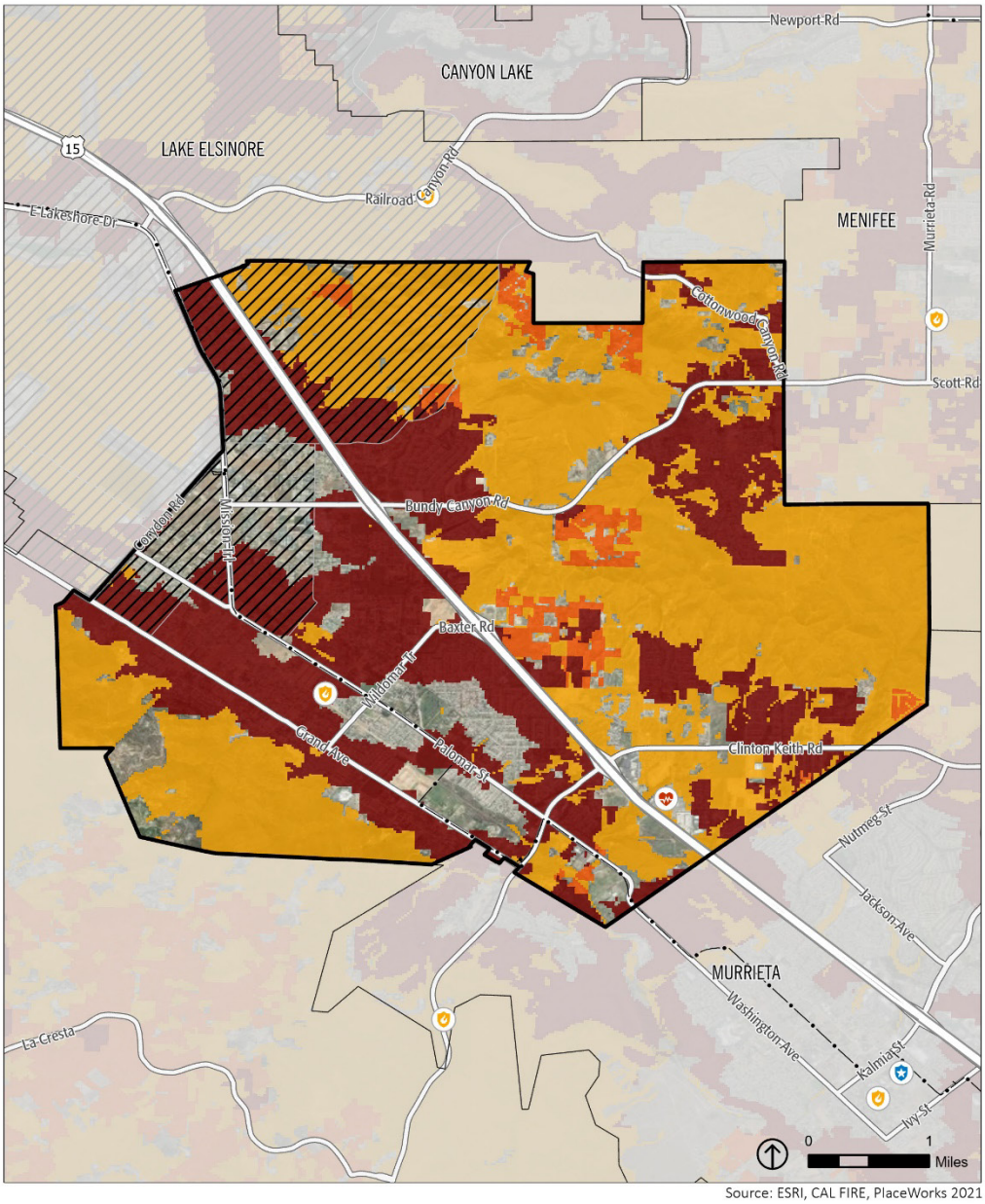
Local Law Enforcement Office
Hospital

Fire Station
Transmission Line

Figure 7-0

SAFETY ELEMENT
CITY OF WILDOMAR

WILDLAND-URBAN INTERFACE



Source: ESRI, CAL FIRE, PlaceWorks 2021

City of Wildomar

City Boundary

Percent of Population whose income is below poverty level (2019)

> 15% of Population

CAL FIRE Wildland/Urban Interface

Influence Zone

Intermix Zone

Interface Zone

Local Law Enforcement Office

Hospital

Fire Station

Transmission Line

Figure 8-0

PAST OCCURRENCES

Table S-2 contains a list of fires that have occurred in the city dating back to 1950. Figure 9-0 shows the areas burned by historical wildfires in and around Wildomar.

TABLE S-2: FIRES IN WILDOMAR, 1950-2019

Fire Name	Date		Acres Burned	Vegetation Type	Cause	Structures	
	Start	End				Destroyed	Damaged
Morrell Fire	8/4/1950	N/A	5,118	Grass/Brush	Undetermined	N/A	N/A
Gilbert Fire	7/26/1955	N/A	486	Grass/Brush	Undetermined	N/A	N/A
Sandia Fire	9/11/1956	N/A	2,053	Grass/Brush	Undetermined	N/A	N/A
Pederson Fire	6/16/1957	N/A	1,979	Brush	Undetermined	N/A	N/A
Howell Fire	5/15/1959	N/A	369	Grass/Brush	Undetermined	N/A	N/A
Lemon Fire	8/22/1978	N/A	2,943	Grass/Brush	Undetermined	N/A	N/A
Wildomar Fire	6/14/1979	6/15/1979	101	Grass/Brush	Undetermined	N/A	N/A
Turner Fire	11/15/1980	N/A	31,447	Grass/Brush	Undetermined	N/A	N/A
Cottonwood Fire	6/14/1981	N/A	1,279	Grass/Brush	Undetermined	N/A	N/A
1981 Fire	6/14/1981	N/A	9,182	Grass/Brush	Arson	N/A	N/A
Rail Fire	9/2/1982	N/A	476	Grass/Brush	Undetermined	N/A	N/A
1987 State Fire	10/2/1987	N/A	3,276	Grass/Brush	Equipment Use	N/A	N/A
1999 State Fire	3/13/1999	N/A	127	Grass/Brush	Undetermined	N/A	N/A
Gafford Fire	5/1/2004	5/2/04	406	Brush	Undetermined	2	0
Lakeview Fire	7/12/2004	7/12/04	361	Grass/Brush	Undetermined	0	0
Wright Fire	10/5/2007	10/5/07	31	Grass/Brush	Undetermined	0	0
Rock Fire	8/18/2010	8/19/10	39	Brush	Human	0	0

Sources: California Fire Perimeters 1878 – 2019: Fire and Resource Assessment Program; Hartford Courant, 2004

SAFETY ELEMENT
CITY OF WILDOMAR

HISTORICAL WILDFIRE PERIMETERS

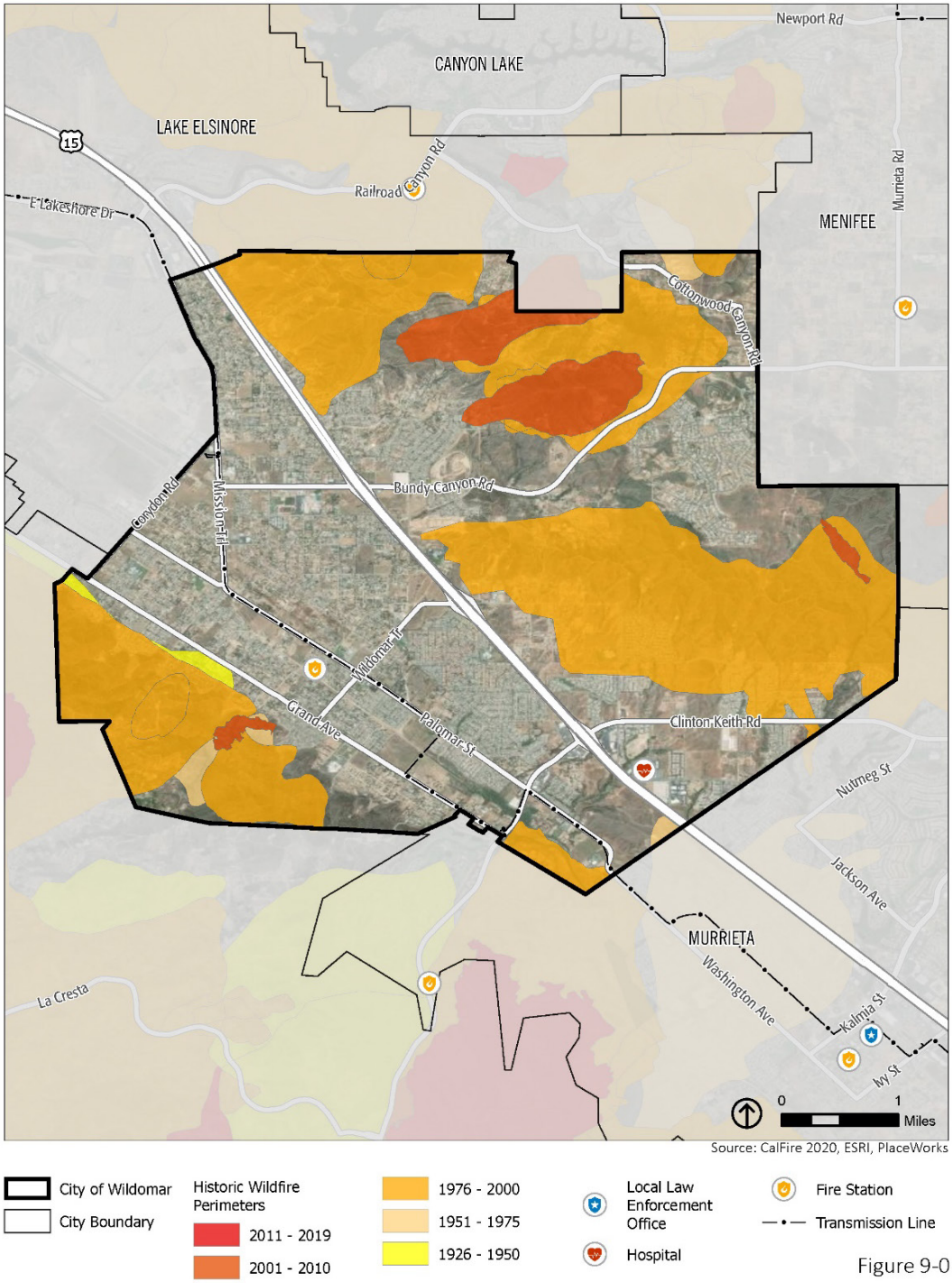


Figure 9-0

FIRE PROTECTION

Fire protection in Wildomar is provided by the Riverside County Fire Department and the California Department of Forestry and Fire Protection (CAL FIRE). The City has a partnership with the Riverside County Fire Department and CAL FIRE to provide fire suppression, emergency medical, technical rescue, fire prevention, and related services to the city. The Riverside County Fire Department and CAL FIRE participate in a Cooperative Fire Response Agreement, where fire agencies have agreed to automatically support each other on incidents using the closest available resource.

The Riverside County Fire Department is one of the largest regional fire service organizations in California. It is staffed with a combination of County of Riverside and CAL FIRE personnel and responds to both urban and wildland emergencies. The Riverside County Fire Department serves a vast geographic area and diverse communities. Wildomar Fire Station 61 is located at 32637 Gruwell Street in the City of Wildomar.

POTENTIAL CHANGES TO FIRE RISK IN FUTURE YEARS

Likelihood of Future Occurrence

Wildomar is at a high risk from wildfire, especially in the areas of grassland and chapparal along hillsides. High fuel loads in the city, along with geographical and topographical features, create the potential for both natural and human-caused fires that can result in loss of life and property. These factors, combined with natural weather conditions common to the area, including periods of drought, high temperatures, low relative humidity, and periodic winds, can result in frequent and sometimes catastrophic fires. During the historic fire season, August to October, the dry vegetation combined with continued growth in the wildland-urban interface areas, resulted in wildfire ignitions. Any fire, once ignited, has the potential to quickly become a large, out-of-control fire. As development continues throughout the city, especially in these interface areas, the risk and vulnerability to wildfires will likely increase.

Fire hazard is among the highest-priority hazards in the city and is the hazard with the greatest potential for catastrophic loss. Wildfires can cause short-term and long-term disruption to the City, such as devastating effects on watersheds through loss of vegetation and soil erosion, which may impact the city by changing runoff patterns, increasing sedimentation, reducing natural and reservoir water storage capacity, and degrading water quality. Fires may also result in casualties and can destroy buildings and infrastructure.

Although the physical damages and casualties arising from wildland-urban interface fires may be severe, it is important to recognize that they also cause significant economic impacts by resulting in a loss of function of buildings and infrastructure. In some cases, the economic impact of this loss of services may be comparable to the economic impact of physical damages or, in some cases, even greater. Economic impacts of loss of transportation and utility services may include traffic delays/detours from road and bridge closures and loss of electric power, potable water, and wastewater services. Fires can also cause major damage to power plants and power lines needed to distribute electricity to operate facilities. The effects can be far-reaching in terms of the number of acres involved, the toll on human life, and the economic consequences. Fire will continue to be a high-risk hazard for the City of Wildomar.

Climate Change and Wildfire

Changing climate conditions are expected to increase the wildfire risk in and around Wildomar. Warmer temperatures brought on by climate change can exacerbate drought conditions. Droughts can kill or dry out plants, creating more fuel for wildfires. Warmer temperatures are also expected to increase the number of pest outbreaks, such as the shot hole borer, creating more dead trees and increasing the fuel load. Warmer temperatures are also expected to occur later in the year, extending the wildfire season, which is likely to begin earlier in the year and extend later than it has historically. Wildfire occurring later or earlier in the year are more likely to occur during Santa Ana wind events, which can cause wildfires to move more quickly and increase the likelihood to burning in the wildland-urban interface areas. According to the California Fourth Climate Change Assessment, overall burned area may increase by as much as 60 percent during Santa Ana wind events (typically October to March), and 75 percent during periods without Santa Ana winds (typically April to September).

GOAL S-4: To avoid the risk of loss of life and injury and minimize risk of property damage, community disruption, and economic loss resulting from urban and wildland fires.

Building Code and Performance Standards

POLICY S-44 **All proposed development and construction within Fire Hazard Severity Zones shall be reviewed by the Riverside County Fire Department and Wildomar Building and Safety Department for consistency with the following requirements before the issuance of any building permits:**

(1) All proposed development and construction shall meet minimum state, county, and local standards for fire safety, as defined in the City of Wildomar Building or Fire Codes, or by City zoning, or as dictated by the Building Official or the Transportation Land Management Agency based on building type, design, occupancy, and use.

(2) In addition to the standards and guidelines of the California Building Code, California Fire Code, the Wildomar Municipal Code, and other appropriate fire safety provisions, developments shall incorporate additional standards for high-risk, high-occupancy, and dependent facilities where appropriate under the City of Wildomar Fire Code. These shall include assurance that structural and nonstructural architectural elements of the building will not impede emergency egress for fire safety staffing/personnel, equipment, and apparatus; nor hinder evacuation from fire, including potential blockage of stairways or fire doors.

(3) Proposed development and construction in Very Fire Hazard Severity Zones shall provide secondary public access, in accordance with City of Wildomar ordinances. There shall be multiple points of ingress and egress that allow for emergency response vehicle access. Points of access shall also include visible street signs and sufficient water supplies and infrastructure for structural fire suppression.

(4) Proposed development and construction in Very Fire Hazard Severity Zones shall use single loaded roads to enhance fuel modification areas, unless otherwise determined by the Riverside County Fire Chief.

(5) Proposed development and construction in Very Fire Hazard Severity Zones shall provide a fire protection plan that includes defensible space or fuel modification zones to be located, designed, constructed, and maintained to provide adequate defensibility from wildfires.

(6) Prior to the approval of all parcel maps and tentative maps, the City shall require as a condition of approval, the developer meet or exceed the California Fire and Building code including Title 14 Regulations, particularly those regarding road standards for ingress, egress, and fire equipment access (see California Government Code, Section 66474.02.).

POLICY S-45 **Monitor fire-prevention measures (e.g., fuel reduction) required through a site-specific fire-prevention plan to reduce long-term fire risks in Very High Fire Hazard Severity Zones.**

POLICY S-46 **For existing non-conforming development, the City shall work with property owners to improve or mitigate access, water supply and fire flow, signing, and vegetation clearance to meet current State and/or locally adopted fire safety standards.**

POLICY S-47 **Require proposed development in Very High Fire Hazard Severity Zones to be located where fire and emergency services are available or will be constructed as part of the proposed development activities. These services shall meet the minimum travel times identified in Riverside County Fire Department Fire Protection and Emergency Management Services' Strategic Master Plan.**

POLICY S-48 **The City shall require all new development projects with land classified as state responsibility areas (Public Resources Code Section 4102), land classified as very high fire hazard severity zones (VHFHSZs; Section 51177), or within areas defined as a "wildland urban interface" (WUI), to prepare a long-term comprehensive fuel reduction and management program, including provisions for multiple points of ingress and egress to improve evacuation and emergency response access and adequate water infrastructure for water supply and fire flow, and fire equipment access.**

POLICY S-49 **Require that conceptual landscaping plans for development in Very High Fire Hazard Severity Zones identified by CAL FIRE and shown in Figure 7-0 be reviewed by Planning and Fire Departments prior to the issuance of development permits. The conceptual landscaping plan of the proposed development shall, at a minimum, include:**

(1) Site plan, planting plan, planting palette, and irrigation plan to reduce the risk of fire hazards with consideration to site conditions, including slope, structures, and adjacencies.

(2) Defensible space maintenance plan.

(3) Provision of multiple points of ingress and egress to improve evacuation and emergency response access and adequate water infrastructure for water supply and fire flow, and fire equipment access.

POLICY S-50 **Site design for development in Very High Fire Hazard Severity Zones shall be required to account for topographical conditions and reduce the increased risk for sites located near ridgelines, plateau escarpments, saddles, hillsides, peaks, or other areas where the terrain or topography affect its susceptibility to wildfires by:**

(1) Providing fuel modification zones with removal of combustible vegetation while minimizing visual impacts and limiting soil erosion.

(2) Replacing combustible vegetation with fire-resistant vegetation to stabilize slopes.

(3) Submitting topographic map with site-specific slope analysis.

(4) Submitting erosion and sedimentation control plans.

(5) Providing a minimum 30-foot setback from the edge of the fuel modification zones.

(6) Minimizing disturbance of 25 percent or greater natural slopes.

POLICY S-51 **Locate new critical public facilities outside of Fire Hazard Severity Zones. Critical facilities include emergency shelters, emergency command and communication facilities, and hospital and healthcare centers. If no feasible alternative site exists, ensure that these facilities incorporate all necessary protections to allow them to continue to serve community needs during and after disaster events.**

POLICY S-52 **Site all new non-critical public facilities in areas outside of identified fire hazard severity zones and wildland-urban interface or fire threat areas, as feasible.**

Wind-Related Hazards

POLICY S-53 **Use ongoing brush clearance fire inspections to educate homeowners and residents on fire prevention tips by implementing an annual citywide weed abatement program, especially in vulnerable communities.**

POLICY S-54 **Coordinate with the County of Riverside Fire Department and CAL FIRE to develop high-visibility fire prevention programs, including those offering voluntary home inspections and promoting awareness of home fire prevention measures.**

General and Long-Range

POLICY S-55 **Conduct and implement long-range fire safety planning, including stringent building, fire, subdivision, and municipal code standards, improved infrastructure, evacuation plans, and improved mutual-aid agreements with the private and public sector.**

POLICY S-56 **Continue to work cooperatively with CAL FIRE to maintain existing fuel breaks and emergency access routes for effective fire suppression, and to strengthen fire-fighting capabilities and successfully respond to multiple fires.**

POLICY S-57 **The City shall identify existing multifamily housing, emergency shelters, residential care homes (seven or more clients) located within an area classified as an SRA (Public Resources Code Section 4102) or land classified as VHFHSZ (Section 51177) with inadequate access/evacuation routes, and implement an evacuation plan consisting of evacuation routes and or shelter-in-place plans.**

POLICY S-58 **Maintain inter-jurisdictional cooperation and coordination, including automatic aid agreements with fire protection/suppression agencies in Riverside County.**

POLICY S-59 **Develop a program to use existing nearby reservoirs, such as Railroad Canyon, tanks, and water wells in the city for emergency fire suppression water sources.**

POLICY S-60 **When updating the Safety Element, the Local Hazard Mitigation Plan, or at other times as appropriate, review inter-jurisdictional fire response agreements, and improve firefighting resources as recommended in the Riverside County Fire Department Fire Protection Plan and Emergency Medical Services (EMS) Strategic Master Plan to keep pace with development, to ensure that:**

- Fire reporting and response times do not exceed the goals listed in the Riverside County Fire Department Fire Protection Plan and EMS Strategic Master Plan identified for each of the development densities described.

- Fire-flow requirements (e.g., water for fire protection) are consistent with City of Wildomar Fire Code.
- The planned deployment and height of aerial ladders and other specialized equipment and apparatus are sufficient for the intensity of development desired.

POLICY S-61 **Continue to use the Riverside County Fire Department Fire Protection Plan and Emergency Medical Services (EMS) Strategic Master Plan as the foundational document to implement the Safety Element's goals and objectives.**

POLICY S-62 **Encourage property owners to use clustering and Transfer of Development Rights (TDR) program when developing lands within Fire Hazard Severity Zones by:**

- Restricting the development of a property through placement of conservation easement.
- Acquiring conservation easements similar to that of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

POLICY S-63 **Identify, map, and update Fire Hazard Severity Zone maps on an ongoing and as-needed basis.**

POLICY S-64 **Coordinate with the Riverside County Fire Department to ensure that the Department has appropriate municipal staffing and Office of the Fire Marshal staff to address development pressure and adequately respond to long-range fire safety planning.**

POLICY S-65 **Implement a coordination program with fire protection and emergency service providers to reassess fire hazards after wildfire events and adjust fire prevention and suppression needs.**

POLICY S-66 **The City shall develop policies and provide updates, as appropriate, that ensure recovery and redevelopment after a large fire reduces future vulnerabilities to fire hazard risks through site preparation, redevelopment layout design, fire-resistant landscape planning, and fire retarding building design and materials.**

POLICY S-67 **Coordinate with the Riverside County Fire Department to implement a long-term fire protection training and education program for the City of Wildomar and its citizens.**

POLICY S-68 **Require automatic natural gas shutoff earthquake sensors in high-occupancy industrial and commercial facilities and encourage these sensors for all residences.**

AIR POLLUTION

Healthy air quality can be defined as the degree to which ambient air is pollution free. Although air pollution has been regulated for decades, California still has some of the worst air in the country. Air pollution can cause many serious health effects. For example, inhaling small particles called particulate matter can lead to asthma attacks and heart and lung disease with smaller particles capable of traveling farther into the lungs.

The specific pollutants of concern in Wildomar include diesel particulate, ozone, and $PM_{2.5}$. Diesel particulate is considered a toxic air contaminant (TAC). TACs are air pollutants that can cause serious health effects from exposure at extremely low levels – a safe level of exposure may not even exist. Diesel particulate is a particulate matter from diesel-fueled engines. Ozone and $PM_{2.5}$ are two of six criteria air pollutants that harm health and the environment for which the US Environmental Protection Agency (EPA) and California set acceptable concentration levels for ambient air. Criteria and toxic air pollutants can cause some of the most severe health impacts.

- People exposed to diesel particulate at sufficient concentrations and durations may have an increased chance of getting cancer or experiencing other serious health effects. Health effects can include damage to the immune system as well as neurological, reproductive (e.g., reduced fertility), developmental, respiratory, and other health problems. Almost all diesel exhaust particles are 10 microns or less in diameter. Because of their extremely small size, these particles can be inhaled and eventually trapped in the bronchial and alveolar regions of the lungs. Long-term (chronic) inhalation of diesel particulate matter is likely a lung cancer risk. Short-term (i.e., acute) exposure can cause irritation and inflammatory responses and may exacerbate existing allergies and asthma.

- Ozone is a key ingredient of "smog" and is a gas that is formed when volatile organic compounds (VOCs) and oxides of nitrogen (NO_X), both by-products of internal combustion engine exhaust, undergo photochemical reactions in sunlight. Ozone is a secondary criteria air pollutant. Ozone concentrations are generally highest during the summer months when direct sunlight, light winds, and warm temperatures create favorable conditions for its formation. Ozone poses a health threat to those who

already suffer from respiratory diseases as well as to healthy people. Breathing ozone can trigger a variety of health problems, including chest pain, coughing, throat irritation, and congestion. It can worsen bronchitis, emphysema, and asthma. Ground-level ozone also can reduce lung function and inflame the linings of the lungs. Repeated exposure may permanently scar lung tissue. Ozone also affects sensitive vegetation and ecosystems, including forests, parks, wildlife refuges, and wilderness areas.

- $PM_{2.5}$ is a suspended particulate matter that consists of finely divided solids or liquids such as soot, dust, aerosols, fumes, and mists. Inhalable fine particles, or $PM_{2.5}$, have an aerodynamic diameter of 2.5 microns or less (i.e., ≤2.5 millionths of a meter or 0.0001 inch). Particulate discharge into the atmosphere results primarily from industrial, agricultural, construction, and transportation activities. $PM_{2.5}$ may adversely affect the human respiratory system, especially in people who are naturally sensitive or susceptible to breathing problems. The EPA's scientific review concluded that $PM_{2.5}$, which penetrates deeply into the lungs, is more likely than PM_{10} to contribute to health effects and at far lower concentrations. These health effects include premature death in people with heart or lung disease, nonfatal heart attacks, irregular heartbeat, aggravated asthma, decreased lung function, and increased respiratory symptoms. Particulate matter can also cause environmental effects, such as visibility impairment, environmental damage, and aesthetic damage.

Vulnerable communities in Wildomar face compounded health risk from exposure to elevated concentration levels of diesel particulate, ozone, and $PM_{2.5}$. These communities are exposed to multiple health risks from pollutants such as these, while concurrently living in unhealthy housing conditions and/or experiencing poverty and other socioeconomic stressors that are associated with negative health outcomes. Although these conditions can occur anywhere throughout Wildomar, they are more often experienced by vulnerable communities. As illustrated in Figures 10-0 through 12-0, air pollution impacts to vulnerable communities is greatest in the northwest region of the city, along Corydon Road and Mission Trail. According to these figures, over 15 percent of the population's income in this region is below the 2019 poverty level.

Figure 10-0 shows that the diesel particulate percentile is 1 to 20 percent (lowest scores) for vulnerable communities living near Palomar Street, Corydon Road, and Bundy Canyon Road. To the north of Lemon Street (Sedco Hills), diesel particulate percentile is 41 to 60 percent for vulnerable communities living to the west and east of I-15.

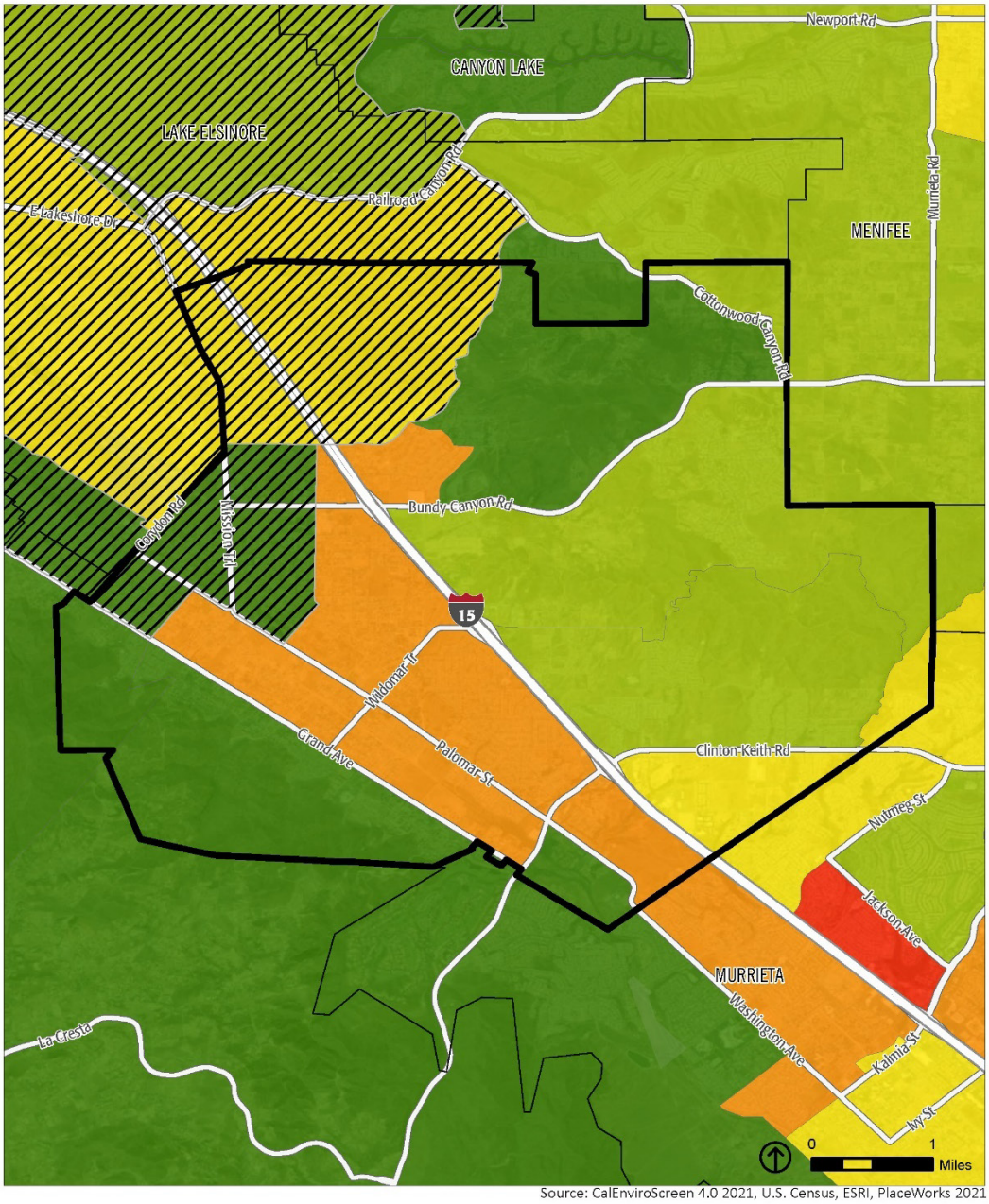
Figure 11-0 shows that the ozone percentile is 71 to 80 percent for vulnerable communities living near Palomar Street, Corydon Road, and Bundy Canyon Road. To the north of Lemon Street (Sedco Hills), ozone percentile is 81 to 90 percent for vulnerable communities living to the west and east of I-15.

Figure 12-0 shows that the $PM_{2.5}$ percentile is 11 to 40 percent for vulnerable communities living near Palomar Street, Corydon Road, and Bundy Canyon Road. Similarly, to the north of Lemon Street (Sedco Hills), ozone percentile is 11 to 40 percent for vulnerable communities living to the west and east of I-15.

Among the vulnerable communities in this region of the city, air pollution impacts from exposure to elevated concentration levels of diesel particulate, ozone, and $PM_{2.5}$ are greatest to the north of Lemon Street (Sedco Hills) for populations living to the west and east of I-15.

SAFETY ELEMENT
CITY OF WILDOMAR

DIESEL PARTICULATE PERCENTILE



Source: CalEnviroScreen 4.0 2021, U.S. Census, ESRI, PlaceWorks 2021

Percent of Population whose income is below poverty level (2019)

> 15% of Population

City of Wildomar

City Boundary

Diesel Particulate Percentile

1 - 20% (Lowest Scores)

21 - 40%

41 - 60%

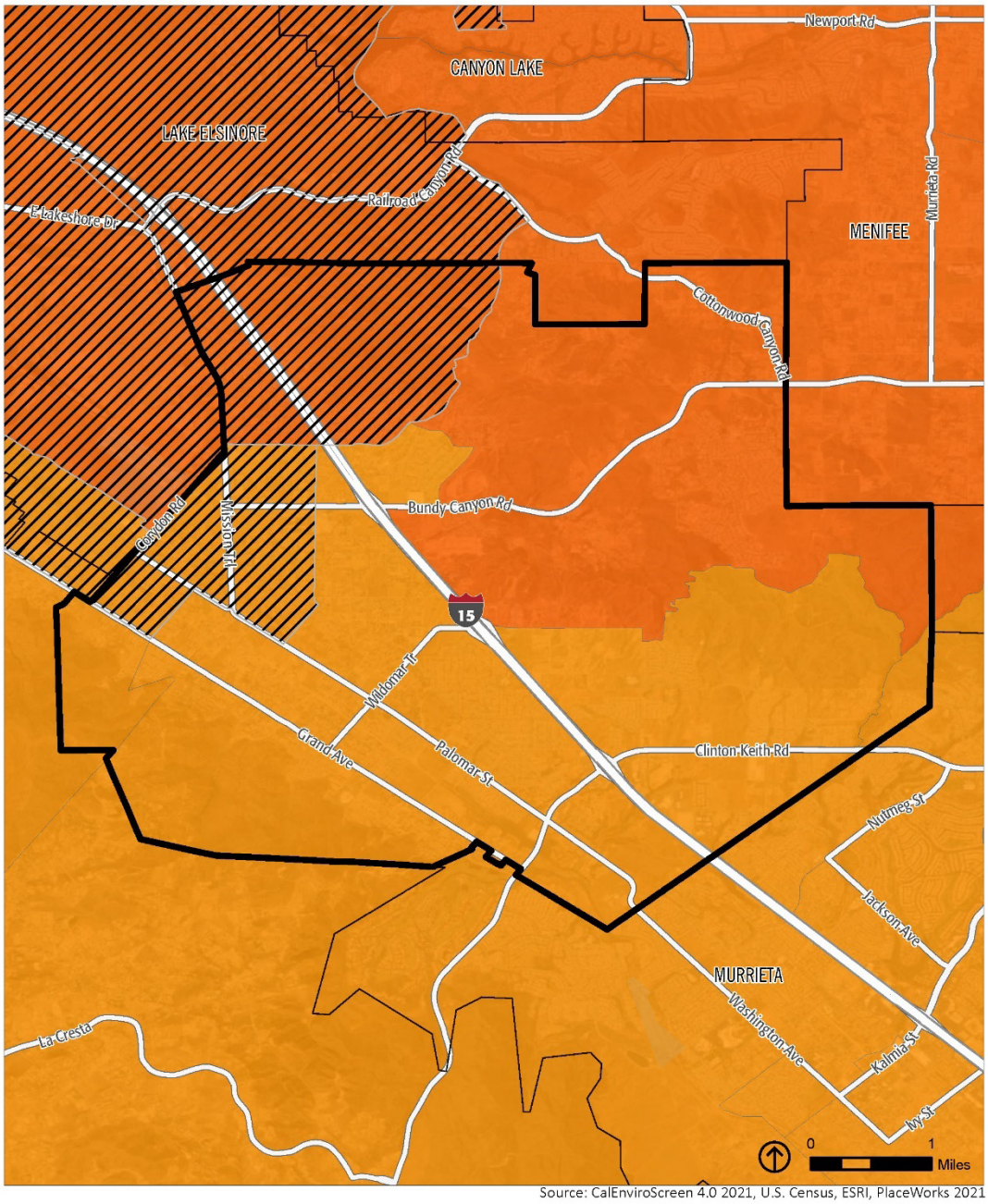
61 - 80%

81 - 100% (Highest Scores)

Figure 10-0

SAFETY ELEMENT
CITY OF WILDOMAR

OZONE PERCENTILE



Source: CalEnviroScreen 4.0 2021, U.S. Census, ESRI, PlaceWorks 2021

Percent of Population whose income is below poverty level (2019)

> 15% of Population

City of Wildomar

City Boundary

Ozone Percentile

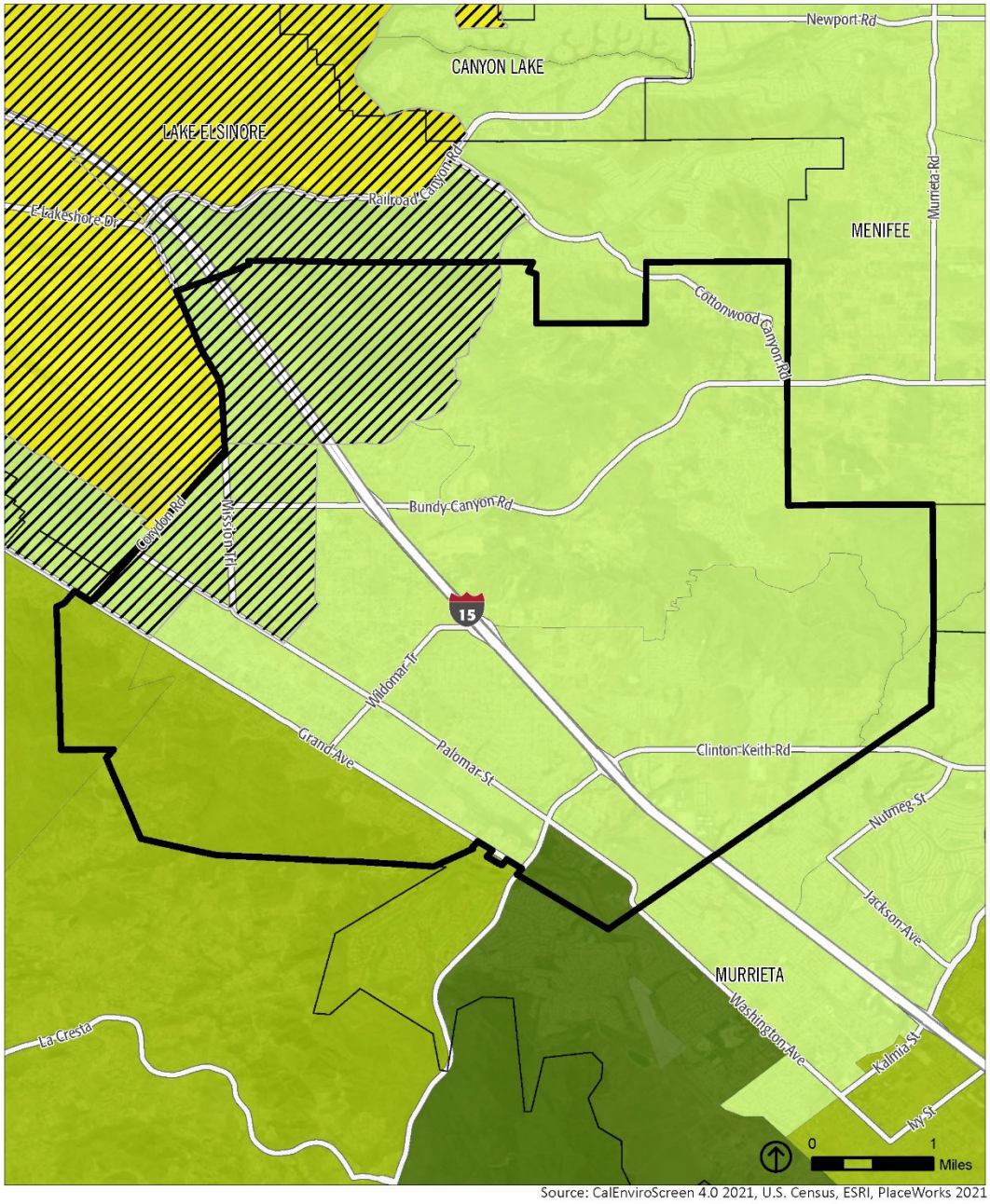
71 - 80%

81 - 90%

Figure 11-0

SAFETY ELEMENT
CITY OF WILDOMAR

PM 2.5 PERCENTILE



Source: CalEnviroScreen 4.0 2021, U.S. Census, ESRI, PlaceWorks 2021

Percent of Population whose income is below poverty level (2019)

> 15% of Population

City of Wildomar

City Boundary

PM 2.5 Percentile

21 - 30%

31 - 40%

41 - 50%

51 - 60%

Figure 12-0

GOAL S-5: Equitable and healthy air quality so that no community bears the disproportionate burden of environmental hazards and health risks.

POLICY S-69 **Require a cumulative health risk assessment, including consideration of truck traffic impacts, when a project potentially affects sensitive receptors in vulnerable communities, and require appropriate mitigation based on the findings of the assessment.**

POLICY S-70 **Require new development to locate sensitive receptors, such as homes, schools, playgrounds, sports fields, childcare centers, senior centers, and long-term health care facilities as far away as possible from significant pollution sources.**

POLICY S-71 **When evaluating air quality impacts of projects in vulnerable communities, use thresholds of significance that match or are more stringent than the air quality thresholds of significance identified in the current South Coast Air Quality Management District (SCAQMD) Air Quality Guidelines.**

POLICY S-72 **Preserve, restore, and enhance natural landscapes in and near vulnerable communities for their role in improving air quality and community health.**

POLICY S-73 **Prioritize new street tree plantings and increase the tree canopy in vulnerable communities, in particular areas with high elevated concentration levels of diesel particulate, ozone, and $PM_{2.5}$.**

HAZARDOUS WASTE AND MATERIALS

Hazardous materials are materials that pose a significant risk to public safety or human or environmental health. These include toxic chemicals, flammable or corrosive materials, petroleum products, and unstable or dangerously reactive materials. They can be released through human error, malfunctioning or broken equipment, or as an indirect consequence of other emergencies (e.g., if a flood damages a hazardous material storage tank). Hazardous materials can also be released accidentally during transportation, as a consequence of vehicle accidents.

A release or spill of bulk hazardous materials could result in fire, explosion, toxic cloud, or direct contamination of water, people, and property. The effects may involve a local site or many square miles. Health problems may be immediate, such as corrosive effects on skin and lungs, or gradual, such as the development of cancer from a carcinogen. Damage to property could range from immediate destruction by explosion to permanent contamination by a persistent hazardous material.

Most hazardous materials in the region are being transported on truck routes along major roadways, such as I-15. Southern California Edison is currently in the process of decommissioning the San Onofre Nuclear Generating Station. The site is in Pendleton, California, approximately 22 miles southwest of Wildomar. Decommissioning is a well-defined Nuclear Regulatory Commission process that involves safely transferring the used nuclear fuel into storage, followed by the eventual removal and disposal of radioactive components and materials from the site. Decommissioning removes radiological material from the site and eliminates potential industrial hazards. Radiological material, including low-level radioactive waste from the site, and other hazardous materials could potentially be transported via I-15 through Wildomar to be disposed of in other locations. The most vulnerable areas along this route are considered the on-/off-ramps and interchanges. Since 1970, there have been no reported roadway hazardous materials incidents.

Several state agencies monitor hazardous materials/waste facilities. Potential and known contamination sites are monitored and documented by the Regional Water Quality Control Board (RWQCB) and the Department of Toxic Substances and Controls (DTSC). A review of the leaking underground storage tank list produced by the RWQCB and the DTSC EnviroStor database indicates two leaking underground storage tanks in the city at 33986 Orange Street and 36485 Inland Valley Drive and three school investigation cleanup sites at La Estrella Road/George Porras Road, 35450 Frederick Street, and Bundy Canyon Road/Orchard Street.

If an imminent public health threat is posed by an outside factor, the City will support local regulating agencies in notifying the public. The transport of hazardous materials/wastes and explosives through the city is regulated by the California Department of Transportation (Caltrans). I-15 is open to vehicles carrying hazardous materials/wastes. City streets are generally not designated as hazardous materials/waste transportation routes, but a permit may be granted on a case-by-case basis. Transporters of hazardous wastes are required to be certified by the United States Department of Transportation (DOT) and manifests are required to track the hazardous waste during transport. The danger of hazardous materials/waste spills during transport does exist and will potentially increase as transportation of these materials increase on I-15. The Riverside County Sheriff's Department, Riverside County Fire Department, CAL FIRE, Riverside County EMD, and Riverside County Division of Environmental Health are responsible for hazardous materials accidents at all locations within the city.

POTENTIAL CHANGES TO HAZARDOUS MATERIALS IN FUTURE YEARS

Likelihood of Future Occurrence

Given that there have been no hazardous materials incidents in transport through the city in the past 50 years, it is unlikely a hazardous materials incident will occur in Wildomar every year. Moreover, according to Caltrans, most incidents are related to releases of fluids from the transporting vehicles themselves and not the cargo, thus the likelihood of a significant hazardous materials release within the city is more limited and difficult to predict.

Climate Change and Hazardous Materials

Climate change is unlikely to affect hazardous materials transportation incidents. However, increases in the frequency and intensity of hazards, such as floods, landslides, and severe storms, may create a greater risk of hazardous materials releases during these events.

GOAL S-6: To avoid the risk of loss of life, injury, and serious illness and minimize damage to property and economic and social dislocations resulting from the use, transport, treatment, and disposal of hazardous materials and hazardous materials wastes.

POLICY S-74 **Enforce land use policies and siting criteria related to hazardous materials and waste through ongoing implementation of the programs identified in the County of Riverside Hazardous Waste Management Plan (CHWMP).**

POLICY S-75 **Review all proposed development projects that manufacture, use, or transport hazardous materials for compliance with the CHWMP. Such projects shall provide a buffer zone, to be determined by the City, between the installation and property boundaries sufficient to protect public safety.**

POLICY S-76 **Require that applications for discretionary development projects that will generate hazardous wastes or use hazardous materials include detailed information on hazardous waste reduction, recycling, and storage.**

POLICY S-77 **Ensure that industrial facilities are constructed and operated in accordance with current safety and environmental protection standards.**

POLICY S-78 **Regulate the storage of hazardous materials and wastes and require secondary containment and period examination for all such materials.**

POLICY S-79 **Require that any business that handles a hazardous material prepare a plan for emergency response to a release or threatened release of a hazardous material, including providing updated information to emergency responders on the type and quantity of hazardous materials kept on-site.**

POLICY S-80 **Identify sites that are inappropriate for hazardous material storage, maintenance, use, and disposal facilities due to potential impacts on adjacent land uses and the surrounding natural environment. Prohibit the siting of new or expanded hazardous material sites on such sites, including areas identified as vulnerable communities.**

POLICY S-81 **Ensure that the use and disposal of hazardous materials in Wildomar complies with local, state, and federal safety standards.**

POLICY S-82 **Require commercial businesses, utilities, and industrial facilities that handle hazardous materials to install automatic fire and hazardous materials detection, reporting, and shut-off devices, and install an alternative communication system in the event power is out or telephone service is saturated following an earthquake, as required by the Wildomar Fire Code.**

POLICY S-83 **Prohibit any new facilities using, storing, or producing hazardous materials from being located directly adjacent to existing residential or school uses.**

POLICY S-84 **Encourage use of on-site green infrastructure to protect and enhance community water quality with landscape design (e.g., berms, grasslands, plantings) to either contain released hazardous materials or to process and/or absorb pollutants from infiltrating the soil or watershed.**

POLICY S-85 **Advocate for and coordinate with local, regional, and state agencies in efforts to remediate or treat contaminated surface water, groundwater, or soils in or affecting vulnerable communities.**

POLICY S-86 **Coordinate with state and federal agencies to ensure community safety from any radioactive material transported on Interstate 15.**

DISASTER PREPAREDNESS, RESPONSE, AND RECOVERY

Riverside County Emergency Services establishes the responsibilities of the various Riverside County agencies in times of a disaster. Disaster preparedness and response planning includes identifying short-term actions to reduce the scope of an emergency and managing necessary resources in the event of a disaster. After any disaster, particularly an earthquake, short-term disaster recovery requires many operations that are less urgent than fire suppression or medical attention but are equally important.

EMERGENCY PREPAREDNESS

Emergency preparedness activities in Wildomar are conducted through the County of Riverside EMD. EMD, in cooperation with the City, and fire and law enforcement agencies, provides emergency management services. EMD prepares emergency and contingency plans, ranging from evacuation plans to emergency operations plans that help specify the roles and responsibilities of first responders and emergency management personnel for an incident. Moreover, EMD plans and organizes trainings and exercises involving the City of Wildomar as well as other local, state, federal, and regional agencies.

The Riverside County Fire Department and CAL FIRE are prepared to handle most everyday emergencies, such as all types of fire, medical, or hazardous situations. However, during a disaster, the number and scope of incidents may exceed the fire department's and CAL FIRE's ability to provide effective emergency services. For this reason, Wildomar provides the public with access to a community emergency response team (CERT) training program. The CERT Program provides for community and employee self-sufficiency to meet the general public's urgent life-saving and sustenance needs until emergency personnel arrive. The CERT Program educates people about disaster preparedness and trains them in basic response skills, such as fire safety, light search and rescue, and disaster medical operations. CERT members assist their fellow citizens/coworkers in their community or workplace following a disaster. CERT members take an active role in their community by preparing for a disaster, thus reducing their own impact risk.

The City of Wildomar uses Alert RivCo, a phone alert system to alert residents and businesses in Riverside County who are affected, threatened, or might be endangered by an emergency event or a disaster, such as wildfires, floods, hazardous materials, severe weather, and certain law enforcement incidents. Alert RivCo is

part of a group of alert and warning tools used in the county. Other systems include the Emergency Alert Systems (EAS) and the Emergency Digital Information System (EDIS).

The EAS is a national public warning system commonly used by state and local authorities to deliver important emergency information, such as weather and AMBER alerts, to affected communities. EAS participants – radio and television broadcasters, cable systems, satellite radio and television providers, and wireline video providers. FEMA, the Federal Communications System, and National Oceanic and Atmospheric Administration's (NOAA's) National Weather Service (NWS) work collaboratively to maintain the EAS and Wireless Emergency Alerts, which are the two main components of the national public warning system and enable authorities at all levels of government to send urgent emergency information to the public. The EDIS is a wireless data cast-based emergency and disaster information service operated by the State of California Governor's Office of Emergency Services and is an enhancement to the EAS. These systems are available in multiple languages. With advanced warning, evacuation can be effective in reducing injury and loss of life during a catastrophic event. Figure 13-0 shows residential parcels with evacuation constraints. All parcels within an evacuation constraint are located in a least one hazard-prone area and may have only one emergency evacuation route. The lack of multiple emergency access points limits roadway access for these properties, which may create difficulties if there is a need to evacuate, especially in vulnerable communities. Notably, the Farm Specific Plan project area (east of I-15 and south of Bundy Canyon Road) is within a hazard-prone area that lacks multiple emergency access points.

DISASTER PREPAREDNESS

In recent years, the County of Riverside has expanded its emergency preparedness planning. The County of Riverside is required under state law to prepare and maintain a Standardized Emergency Management System (SEMS) Multi-hazard Functional Plan. The California Governor's Office of Emergency Services has extensive guidelines outlining the requirements of the Riverside County SEMS.

PUBLIC SAFETY POWER SHUTOFFS

The City of Wildomar is served by Southern California Edison (SCE). Electricity utilities throughout California, including SCE, have begun to occasionally "de-energize," or turn off the electricity for, power lines that run through areas where there is an elevated fire risk. This is intended to reduce the risk of power lines sparking or being damaged and starting a wildfire. These activities, called public safety power shutoffs (PSPSs), result in a loss of power for customers served by the affected power lines. A PSPS may occur at any time of the year, usually during high wind events, high temperatures, and dry conditions. PSPS events may be limited to specific communities or they may affect broad swaths of the state.

In January 2021, SCE conducted one large-scale event in response to a Santa Ana wind event, shutting off power to approximately 114,000 customers, including those in Riverside County. In December 2020, SCE conducted two large-scale events shutting off power to approximately 95,000 customers, including those in Riverside County. The largest PSPS event during this time occurred on December 4 and ended on December 14, 2020. During this event, 197,729 customers in seven counties (San Bernardino, Riverside, Orange, Kern, Los Angeles, Tuolumne, and Ventura) were identified as under consideration for PSPS. During this event, SCE de-energized circuits not originally in scope when unexpected high wind conditions were observed in the areas of concern. Ultimately, SCE proactively de-energized 73,137 customers in areas of Inyo, Kern, Mono, Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties.

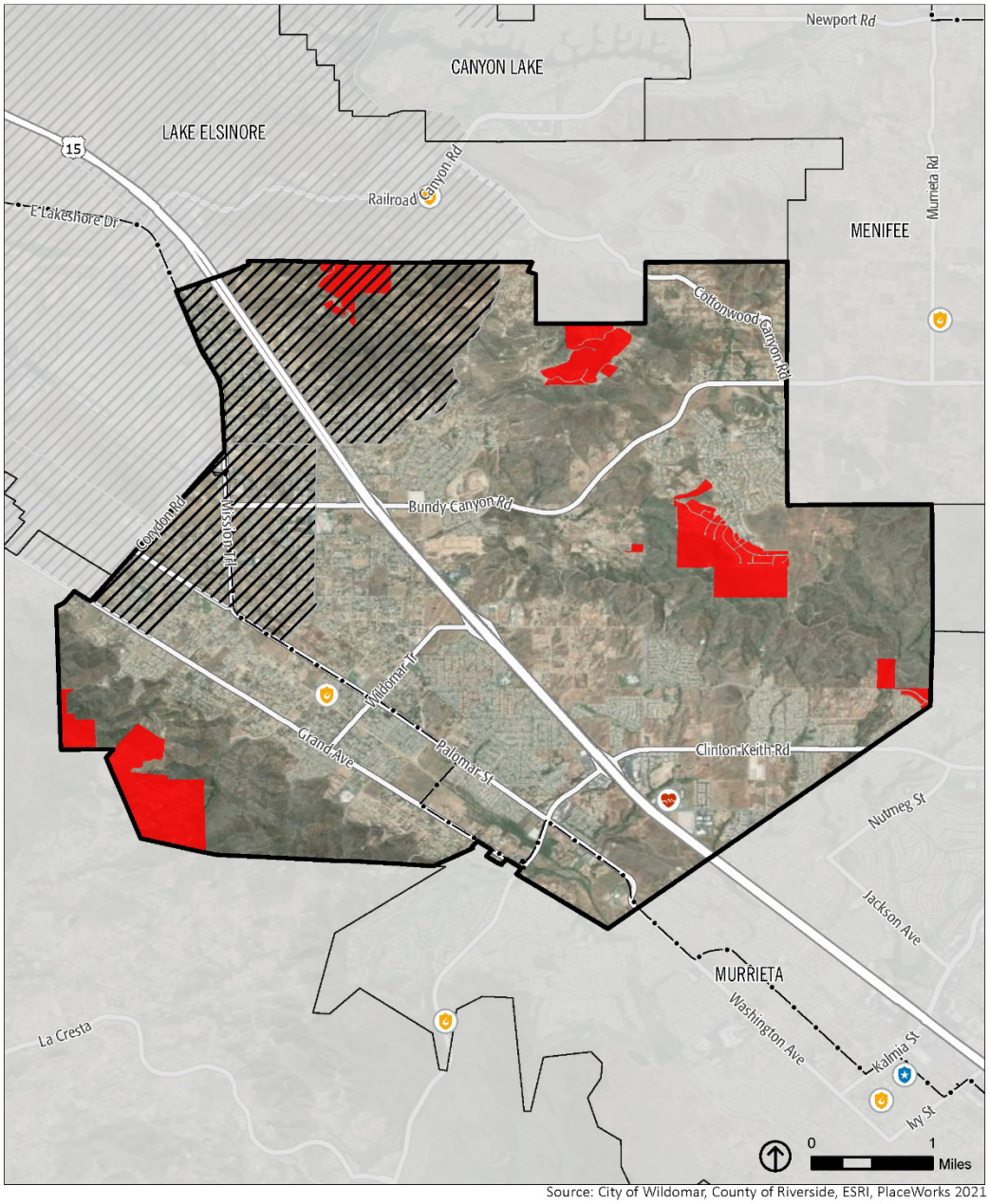
In October 2019, SCE conducted four large-scale events, shutting off power to approximately 160,000 customers, including those in Riverside County. The largest PSPS event during this time occurred on October 27 and ended on October 31, 2019. During this event, 498,660 customers in 12 counties (Fresno, Inyo, Kern, Los Angeles, Madera, Mono, Orange, Riverside, San Bernardino, Tulare, Tuolumne, and Ventura) served by 352 distribution circuits and seven transmission lines were identified as under consideration for PSPS. Ultimately, proactive de-energization was required for 126 circuits (including three transmission lines) affecting 126,364 customers, including some in Riverside County, over two weather systems. PSPS events can impact emergency management activities. A loss of power can make it more difficult for homes or businesses to receive emergency notifications if needed. PSPS events can also create vulnerabilities for community members that lack backup power supplies and depend on electricity for heating or cooling homes and buildings, lighting, and internet. PSPS events may also be harmful to people who depend on electrically powered medical devices. Additionally, community members may be faced with economic hardships and be deprived of important services, such as grocery stores, gas stations, and banks/ATMs. Traffic lights and other traffic control systems may not work, which can complicate any evacuation needs and may hinder emergency response (see Figure 13-0 for evacuation constraints). Although critical public health and safety facilities often have backup generators, the loss of power may also disable other key infrastructure systems.

MUTUAL-AID AGREEMENTS

Additional emergency management and response services in Wildomar are provided through a mutual-aid agreement with the Riverside County Fire Department and CAL FIRE. The Riverside County Fire Department and CAL FIRE provide a variety of public safety services, including fire protection, medical aid, rescue, hazardous materials response, and educational safety programs.

SAFETY ELEMENT
CITY OF WILDOMAR

RESIDENTIAL PARCELS WITH EVACUATION CONSTRAINTS



Source: City of Wildomar, County of Riverside, ESRI, PlaceWorks 2021

*All residential parcels with an evacuation constraint are located in at least one hazard prone area

City of Wildomar
City Boundary
Percent of Population whose income is below poverty level (2019)
> 15% of Population
Evacuation Constrained Parcel*
Local Law Enforcement Office
Hospital
Fire Station
Transmission Line

Figure 13-0

GOAL S-7: To ensure the maintenance of an Emergency Management Response Plan to effectively prepare for, respond to, recover from, and mitigate the effects of natural and human-caused disasters.

Disaster Preparedness

POLICY S-87 **Implement and update the City of Wildomar's Local Hazard Mitigation Plan, as directed by the California Governor's Office of Emergency Services and the Federal Emergency Management Agency, and maintain mutual-aid agreements with federal, state, and local agencies, as well as the private sector, to assist in:**

(1) Clearance of debris in the event of widespread slope failures, collapsed buildings or structures, or other circumstances that could result in blocking emergency access or regress

(2) Heavy search and rescue

(3) Fire suppression

(4) Hazardous materials response

(5) Temporary shelter

(6) Geologic and engineering needs

(7) Traffic and crowd control

(8) Building inspection

POLICY S-88 **Provide alerts about potential, developing, and ongoing emergency situations through extensive early-warning and notification systems that convey information to all residents, in multiple languages and formats to ensure it is widely accessible.**

POLICY S-89 **Ensure residents that speak languages other than English have access to communication, educational materials, and assistance in evacuation, short-term, and long-term recovery activities.**

POLICY S-90 **Encourage private businesses, consortiums, and neighborhoods to be self-sufficient in an emergency by maintaining a fire control plan, including an on-site firefighting capability and volunteer fire response teams to respond to small fires, evacuation plans, and identifying medical personnel or residents capable and certified in first-aid and CPR.**

POLICY S-91 **Conduct citywide drills for earthquakes and other hazards as appropriate. Use the Federal Emergency Management Agency's HAZUS Program to develop internal scenarios for emergency response and test back-up power generators in public facilities and other critical facilities taking part in the earthquake drill. During emergency drills, encourage communication and cooperation between emergency response staff and designated contacts at hospitals, high-occupancy buildings, and dependent-care facilities.**

POLICY S-92 **Develop a system to respond to short-term increases in hazard on the southern San Andreas Fault, based on probabilities associated with foreshocks.**

POLICY S-93 **As feasible, install solar energy and battery backup systems at critical public and private facilities to ensure continuation of services if the power grid is disrupted.**

POLICY S-94 **Maintain and continue to improve management and emergency dissemination of information using portable computers with geographic information systems (GIS) and disaster-resistant Internet access, to obtain:**

- Hazardous Materials Disclosure Program Business Plans regarding the location and type of hazardous materials;
- Real-time information on seismic, geologic, or flood hazards; and
- The locations of high-occupancy, immobile populations, potentially hazardous building structures, utilities, and other lifelines.

POLICY S-95 **Continue to improve information sharing, coordination, and collaboration among public agencies, disadvantaged and vulnerable communities, and community-based organizations.**

POLICY S-96 **Regularly review and clarify emergency evacuation plans for dam failure, flood inundation, fire, and hazardous materials releases. The City shall also continue to maintain, periodically update, and test the effectiveness of the Emergency Operations Plan and develop plans for short-term and long-term post-disaster recovery.**

POLICY S-97 **Maintain a City Emergency Operations Plan to include the National Incident Management System (N.I.M.S.).**

POLICY S-98 **Coordinate with local and State Emergency Management agencies using the Standardized Emergency Management System (S.E.M.S.) and N.I.M.S. to facilitate multi-agency emergency response.**

POLICY S-99 **Monitor the effectiveness of public safety, preparedness, and hazard mitigation policies under changing climate conditions to continue to protect the community as local and regional conditions change.**

POLICY S-100 **Regularly update all appropriate planning documents, including the Safety Element, the Local Hazard Mitigation Plan, emergency operations plans, and other public safety plans, and ensure these updates integrate adaptation considerations for climate-related hazards.**

POLICY S-101 **Develop a blueprint for managing evacuation plans, including allocation of buses, designation and protection of disaster routes to maximize capacity and redundancy, and creation of traffic-control contingencies. Ensure that evacuation transportation services are available for those with limited mobility or lacking access to a personal vehicle.**

POLICY S-102 **Coordinate with utility companies to minimize service interruptions, such as Public Safety Power Shutoffs, before, during, and after hazardous conditions, including options to harden and underground utility lines.**

POLICY S-103 **Adopt inundation alert and readiness levels corresponding with official forecasts by the State Office of Emergency Services, regarding earthquake prediction and potential for dam failure.**

Critical Facilities and Lifelines

POLICY S-104 **Strengthen the project permit and review process to ensure that proper actions are taken to reduce hazard impacts and encourage structural and nonstructural design and construction. Damage must be minimized for critical facilities, and susceptibility to structural collapse must be minimized, if not eliminated.**

(1) Ensure that special development standards, designs, and construction practices reduce risk to tolerable levels for projects involving critical facilities, large-scale residential development, and major commercial or industrial development through conditional use permits and the subdivision review process. If appropriate, impact fees should be assessed to finance required actions.

(2) Require mitigation measures to reduce potential damage caused by ground failure for sites determined to have potential for liquefaction. Such measures shall apply to critical facilities, utilities, and large commercial and industrial projects as a condition of project approval.

(3) Require that planned lifeline utilities, as a condition of project approval, be designed, located, structurally upgraded, fit with safety shutoff valves, designed for easy maintenance, and have redundant backup lines where unstable slopes, earth cracks, active faults, or areas of liquefaction cannot be avoided.

(4) Review proposed uses of fault setback areas closely to ensure that county infrastructure (roads, utilities, drains) are not unduly placed at risk by the developer. Insurance, bonding, or compensation plans should be used to compensate the County of Riverside for the potential costs of repair.

POLICY S-105 **Promote strengthening of planned and existing utilities and lifelines, the retrofit and rehabilitation of existing weak structures, and the relocation of certain critical facilities.**

POLICY S-106 **Identify critical facilities in hazard-prone areas and work to relocate or harden these facilities to reduce risk of damage and loss of service.**

POLICY S-107 **Coordinate with the Public Utilities Commission (PUC) and/or use the Capital Improvement Program, to strengthen, relocate, or take other appropriate measures to safeguard high-voltage lines, water, sewer, natural gas and petroleum pipelines, and trunk electrical and telephone conduits that:**

- Extend through areas of high liquefaction potential.
- Cross active faults.
- Traverse earth cracks or landslides.

POLICY S-108 **Require additional design considerations for lifelines within subsidence areas.**

POLICY S-109 **Communicate climate risks to energy utilities and request they ensure that new and upgraded infrastructure is climate resilient.**

POLICY S-110 **During the development review process, when developing alternatives and adaptation projects for consideration, the city shall require applicants to identify natural infrastructure that may be used through the conservation, preservation, or sustainable management of open space to reduce climate change hazards, where feasible.**

POLICY S-111 **Establish a network of equitably located resilience hubs throughout Wildomar and ensure that resilience hubs are situated outside of areas at risk from hazard impacts to the extent possible, offer refuge from extreme heat and extreme weather events, as well as poor air quality and disasters, and are equipped with renewable energy generation and backup power supplies. Such facilities should be in easily accessible locations and be available to all community members, including vulnerable communities, as needed. Resilience hubs consist of well-used, existing community-serving facilities that are upgraded to provide local communities with shelter, water, and electricity during these events or disasters.**

POLICY S-112 **Ensure that all public services, municipal operations, and critical facilities can continue operating during and after a hazard or emergency event to meet community needs to the greatest extent possible.**

POLICY S-113 **Prohibit development of critical facilities that are proposed in dam failure inundation areas unless no feasible alternative exists and apply hazardous materials safety guidelines within such zones.**

POLICY S-114 **The City will require development applications in and adjacent to the Farm Specific Plan project area to evaluate the feasibility of the extension of Sunset Avenue to connect with La Estrella Street and provide additional ingress and egress for emergency response vehicles and residents.**

Public Information and Outreach

POLICY S-115 **Conduct public outreach and education efforts to inform people in Wildomar of the hazard risks, vulnerabilities, and threats in the community, especially in vulnerable communities, and what steps community members should take to reduce their risks and provide all materials and information in both English and Spanish by default, as well as any other languages, as requested.**

POLICY S-116 **Forge productive working relationships and foster good communication with researchers, other government agencies, and providers of mitigation services.**

POLICY S-117 **The City shall coordinate and share data, experience, and strategies with other emergency management agencies in state or regional efforts on disaster preparedness coordination and disaster response procedures.**

POLICY S-118 **Maximize use of technology and the Internet to effectively distribute emergency communications and alerts to members of the public to improve resiliency.**

POLICY S-119 **Ensure that communication systems used by emergency responders and key City staff have sufficient redundancy and resiliency to meet City needs during and after a hazard event.**

ADDITIONAL CLIMATE-RELATED HAZARDS

DROUGHT

A drought is a long period when precipitation levels are well below normal. Wildomar chronically experiences drought cycles. Since the 1950s, Riverside County has received an average of 8 inches of rainfall per year, although that number can vary greatly between years.

Drought makes less water available for people, businesses, agricultural activities, and natural systems. Less snow falling in mountainous areas causes water levels in lakes and reservoirs to drop, which can affect recreation activities. Local ecosystems that are not well adapted to drought conditions can be more easily harmed by it. During drought events, the flow of water in creeks and streams is reduced, creating more slow-moving or standing water. This can concentrate sediment and toxins in the low water levels, causing harm to plants and animals. Many fish species also prefer specific stream flow speeds, especially for spawning and egg incubation, and changes to stream velocity as a result of drought conditions can affect reproduction. Droughts can also indirectly lead to more wildfires, and the stress caused by water shortages can weaken plants, making them more susceptible to pests and diseases.

The U.S. Drought Monitor recognizes a five-point scale for drought events: D0 (abnormally dry), D1 (moderate drought), D2 (severe drought), D3 (extreme drought), and D4 (exceptional drought). According to the U.S. Drought Monitor, the most intensive drought conditions in recent years occurred during most of 2007, when all of Riverside County was classified as being in “extreme” drought. As of spring 2021, western Riverside County, including Wildomar, was classified as being in “moderate” drought. For 74 percent of the time since 2000, at least half of Riverside County has been under some level of drought conditions and 48 percent of the time since 2000, all of Riverside County has faced drought conditions. These figures do not include times when sources of Riverside County’s imported water may have also been under drought events.

Potential Changes to Drought in Future Years

Likelihood of Future Occurrence

Drought is different than many of the other natural hazards in that it is not a distinct event and usually has a slow onset. Drought can severely impact a region both physically and economically. Drought affects different sectors in different ways and with varying intensities. Adequate water is the most critical issue for commercial and domestic use. As the population in the city continues to grow, so will the demand for water.

Based on historical information, the occurrence of drought in California, including Riverside County, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts is often extended. Although an area may be under an extended dry period, determining when it becomes a drought is based on impacts to individual water users. The impacts of Wildomar to drought include reduction in water supply and an increase in dry fuels.

Most of the imported water used comes from the State Water Project via the Sierra Nevada range and the Colorado River Aqueduct. Reduced winter precipitation levels and warmer temperatures have greatly decreased the size of the Sierra Nevada snowpack (the volume of accumulated snow), which in turn makes less fresh water available for communities throughout California. Continued decline in the Sierra Nevada snowpack volume is expected, which may lead to lower volumes of available imported water.

Climate Change and Drought

Although droughts are a regular feature of California's climate, scientists expect that climate change will lead to more frequent and more intense droughts statewide. Overall, precipitation levels are expected to stay similar, and may even increase in some places. However, the state's current data say that there will be more years with extreme levels of precipitation, both high and low, as a result of climate change. This is expected to cause more frequent and intense droughts compared to historical norms. Higher air temperatures are expected to increase evaporation, causing more water loss from lakes and reservoirs, exacerbating drought conditions.

EXTREME HEAT

While there is no universal definition of extreme heat, California guidance documents define extreme heat as temperatures that are hotter than 98 percent of the historical high temperatures for the area, as measured between April and October of 1961 to 1990. Days that reach this level are called extreme heat days. In Wildomar, the extreme heat threshold is 105°F. An event with five extreme heat days in a row is called a heat wave.

Health impacts are the primary concern with this hazard, though economic impacts are also an issue. The Centers for Disease Control and Prevention (CDC) recognizes extreme heat as a substantial public health concern. Historically, NOAA data indicates that about 175 Americans succumb to the demands of summer heat, although this number has increased in recent years. From 2004 to 2018, studies by the U.S. Department of Health and Human Services indicate that there is an average of 702 deaths annually that are directly or indirectly linked to extreme heat.

Extreme heat events are dangerous because people exposed to extreme heat can suffer a number of heat-related illnesses, including heat cramps, heat exhaustion, and (most severely) heat stroke. Elderly persons, small children, chronic invalids, those on certain medications or drugs, and persons with weight and alcohol problems are particularly susceptible to heat reactions. The elderly and individuals below the poverty level are the most vulnerable to extreme heat. Nursing homes and elder-care facilities are especially vulnerable to extreme heat events if power outages occur, and air conditioning is not available. In addition, individuals below the poverty level may be at increased risk to extreme heat if use of air conditioning is not affordable. Areas with lower extreme heat thresholds are not necessarily at lower risk, as persons and community assets used to cooler temperatures may be less prepared for extreme heat events.

Very high temperatures can harm plants and animals that are not well adapted to them, including natural ecosystems. Extreme heat can increase the temperature of water in lakes, streams, creeks, and other water bodies, especially during drought events when water levels are lower. In some cases, water temperatures may exceed comfortable levels for a number of plants and animals, causing ecological harm. Outdoor workers in construction or landscaping are also much more exposed to the elements than most people, so they are more susceptible to extreme heat conditions and the potential illnesses associated with very high temperatures.

Indirectly, extreme heat puts more stress on power lines, causing them to run less efficiently. The heat also causes more demand for electricity (usually to run air conditioning units), and in combination with the stress on the power lines, may lead to brownouts and blackouts.

Potential Changes to Extreme Heat in Future Years

Likelihood of Future Occurrence

Extreme heat tends to occur on an annual basis and is likely to continue occurring annually. As Wildomar is located in western Riverside County and at relatively low elevation, extremely high temperatures will continue to be a more common occurrence than cold temperatures.

Climate Change and Extreme Heat

The warmer temperatures brought on by climate change are likely to cause an increase in extreme heat events. Depending on the location and emissions levels, the state Cal-Adapt database indicates the number of extreme heat days is expected to rise from a historical annual average of 4 to between 25 and 37 by the middle of the century (2041 to 2060), and to between 34 and 58 by the end of the century (2070 to 2099).

Overall, Wildomar is expected to see an increase in the average daily high temperatures. Although the temperature increases may appear modest, the projected high temperatures are substantially greater than historical norms. These increases also make it more likely that an above-average high temperature will cross the extreme heat threshold. As temperatures increase, Wildomar will face increased risk of death from dehydration, heat stroke, heat exhaustion, heart attack, stroke, and respiratory distress caused by extreme heat.

SEVERE WEATHER

Severe weather is generally any destructive weather event, but usually occurs in Wildomar as localized storms that bring heavy rain, hail, lightning, and strong winds. Severe weather is usually caused by intense storm systems, although types of strong winds can occur without a storm. The types of dangers posed by severe weather vary widely and may include injuries or deaths, damage to buildings and structures, fallen trees, roads and railways blocked by debris, and fires sparked by lightning. Severe weather often produces high winds and lightning that can damage structures and cause power outages. Lightning from these storms can ignite wildfires and structure fires that can cause damage to buildings and endanger people. Objects can also be struck directly, which may result in an explosion, burn, or total destruction. Lightning happens occasionally and there have been six injuries and one death reported from lightning events since 1950. Hail events are rare and there have been no reported injuries from hail in Wildomar. In Riverside County, most severe weather is linked to high winds. High winds, often accompanying severe storms, can cause significant property and crop damage, threaten public safety, and have adverse economic impacts from business closures and power loss.

Santa Ana winds have caused large amounts of damage and increased the fire damage level dramatically. Santa Ana winds are generally defined as warm, dry winds that blow from the east or northeast (offshore). These winds occur below the passes and canyons of the coastal ranges of Southern California. Santa Ana winds often blow with exceptional speed in the Santa Ana Canyon. The complex topography of Southern California, combined with various atmospheric conditions, creates numerous scenarios that may cause widespread or isolated Santa Ana events. Commonly, Santa Ana winds develop when a region of high pressure builds over the Great Basin (the high plateau east of the Sierra Nevada and west of the Rocky Mountains, including most of Nevada and Utah). Santa Ana winds commonly occur between October and April with December having the highest frequency of events. Summer events are rare. Wind speeds are typically north to east at 40 miles per hour (mph) through and below passes and canyons with gusts to 58 mph. Stronger Santa Ana winds can have gusts greater than 69 mph over widespread areas and, in rare instances, gusts greater than 115 mph in specific areas. Frequently, the strongest winds in the basin occur during the night and morning hours due to the absence of a sea breeze.

All wind events, including Santa Ana winds, pose several different types of threats. By themselves, the winds pose a threat to the health of people and structures in the county. Dust and plant pollen blown by the wind can create breathing problems. The winds can blow roofs off buildings and cause tree limbs to fall on structures. High winds also increase the threat of wildfires. Winds may dry out brush and forest areas, increasing the fuel load in fire-prone areas. Winds may spark wildfires by knocking down power lines or causing them to arc. If fires do start, high winds can push flames quickly into new areas, contributing to rapid spread of wildfires and making them harder to control.

Potential Changes to Severe Weather in Future Years

Likelihood of Future Occurrence

According to historical hazard data, severe weather is an annual occurrence in western Riverside County. Damage and disaster declarations related to severe weather have occurred and will continue to occur in the future. Heavy rain and thunderstorms are the most frequent type of severe weather occurrences in the county. Wind and lightning often accompany these storms and have caused damage in the past. However, actual damage associated with the primary effects of severe weather have been limited. It is the secondary hazards caused by severe weather, such as floods and fire, that have had the greatest impact on the county. In general, any severe storm that affects Riverside County has local effects in Wildomar as well. Thunderstorms, high winds, and lightning can each have localized impacts on infrastructure, properties, and public safety. Transportation, including freight shipping, faces increased congestion when severe storms occur.

Climate Change and Severe Weather

Climate change is expected to cause an increase in intense rainfall, which is usually associated with strong storm systems. This means that Wildomar could see more intense storms in the coming years and decades. Such an increase may not affect all forms of severe weather and may not always be apparent.

While average annual rainfall may increase only slightly, climate change is expected to cause an increase in the number of years with intense levels of precipitation. Heavy rainfall can increase the frequency and severity of other hazards, including flooding and landslides. Climate change is also expected to increase the total number of intense storms that affect Wildomar, possibly causing an increase in the frequency of severe weather events and any associated hazards. Some already-rare forms of severe weather, such as tornados, are not expected to increase in a noticeable way.

GOAL S-8: To ensure a resilient community able to adapt to climate-related hazards.

POLICY S-120 **Collaborate with local governments and special districts in western Riverside County as well as with Inland Southern California Climate Collaborative to develop and implement regional climate change adaptation and resilience initiatives.**

POLICY S-121 **Support implementation of the Resilient IE project to foster increased community resilience to climate-related hazards in Wildomar and across the wider region.**

POLICY S-122 **Use the reported data and findings of applicable local, regional, or state documents or plans pertaining to climate-related hazards that could impact the City of Wildomar, including the California Climate Change Assessment, the California Adaptation Planning Guide, and the Safeguarding California Plan.**

POLICY S-123 **Prepare for a reduced, long-term water supply resulting from more frequent and severe drought events, including working with regional water providers to implement extensive water conservation measures and ensure sustainable water supplies.**

POLICY S-124 **Renovate existing City-owned assets and design future facilities to incorporate renewable energy generation systems, battery storage systems, and energy-efficient design and features, as feasible.**

POLICY S-125 **Coordinate with water agencies and irrigation districts to explore ways to improve and increase storage capacity and generation efficiency.**

POLICY S-126 **Work with healthcare providers to support free or reduced-cost vaccinations for vector-borne diseases that are widely available for Wildomar residents.**

POLICY S-127 **Coordinate with local governments and Riverside Transit Agency to increase shading and heat-mitigating materials on pedestrian walkways and transit stops.**

POLICY S-128 **Ensure that unhoused persons or groups in the City of Wildomar have access to temporary and/or emergency housing, food, and other essential living materials to keep them safe during anticipated hazard events.**

POLICY S-129 **Encourage new developments and existing property owners to incorporate sustainable, energy-efficient, and environmentally regenerative features into their facilities, landscapes, and structures to reduce energy demands and improve on-site resilience. Support financing efforts to increase community access to these features.**

POLICY S-130 **Ensure that lower-income households have access to low-cost programs (e.g., subsidies for National Flood Insurance Program participation, air-conditioning, low-cost healthcare) to protect their homes and wellbeing from climate-related hazards.**

POLICY S-131 **Promote and expand the use of drought-tolerant green infrastructure, including street trees and landscaped areas, as part of cooling strategies in public and private spaces.**

POLICY S-132 **Use natural resources and infrastructure to absorb the impacts of climate-related hazards and associated natural hazards, as feasible.**

POLICY S-133 **Ensure that workers in outdoor industries have the training and resources to be adequately protected from environmental hazards, including extreme heat, poor air quality, and diseases.**

POLICY S-134 **Encourage the use of high-reflectivity pavement in new or significantly retrofitted large-scale paving projects, such as parking lots.**

Implementation Measures Table S-3 identifies implementation measures and the policies that they support, as well implementation guidance, including responsible departments, time frames, and funding sources.

TABLE S-3: IMPLEMENTATION MEASURES

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-1	The City shall conduct an evaluation of City-owned buildings and facilities in areas prone to flood, landslide/debris flows, and wildfire to maximize defensible space and outdoor fireproofing, improve drainage systems, stabilize nearby slopes, and take actions to harden the property as needed. The evaluation shall be reviewed biannually and updated as needed.	S-1	Planning Department	Ongoing	General Fund / Capital Improvement Program / Bonds
S-2	Continue to implement the City's most currently adopted Building Codes to ensure that development is constructed in a structurally and seismically safe manner. To the extent feasible, conduct periodic seismic safety inspections to ensure compliance with adopted codes.	S-12	Building and Safety Department	Ongoing	General Fund / Fines
S-3	The City shall require and review preliminary soils reports submitted by applicants for every major subdivision and for each individual lot or project site where critically expansive soils have been identified or are expected to exist.	S-16	Building and Safety Department / Planning Department	Ongoing	General Fund / Development Fees

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-4	The City shall update the Zoning Ordinance as necessary to comply with state requirements for flood control.	S-19 S-27 S-28 S-30 S-39	Planning Department	Ongoing	General Fund
S-5	Consult with the Riverside County Flood Control and Water Conservation District as well as upstream and downstream jurisdictions regarding regional approaches for the planning, construction, operation, and maintenance of drainage and flood-control facilities. Include these entities in the referral of project applications as appropriate.	S-25 S-26 S-29 S-35 S-42	Planning Department / Public Works Department / Engineering Department	Ongoing	General Fund
S-6	The City shall annually provide flood protection safety information via social media and posting on the City website to educate citizens about safety during flood conditions, including the dangers of driving on flooded roads.	S-36	Planning Department	Ongoing	General Fund / Grant Programs
S-7	The City shall conduct regular cleaning and maintenance of storm drains along key roadways, especially in advance of the rainy season. The City shall address potential ponding and the need for storm drain improvements on major roadways.	S-36	Public Works Department	Ongoing	General Fund

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-8	Continue to implement the City's most currently adopted Fire Codes to ensure that development is constructed in a structurally safe manner. To the extent feasible, conduct periodic fire safety inspections to ensure compliance with adopted codes.	S-44 S-50	Fire Department	Ongoing	General Fund / Fines
S-9	Coordinate with Southern California Edison (SCE) to ensure areas below and adjacent to power lines are kept clear of plant matter and other accumulated debris.	S-45	Fire Department / Planning Department / Public Works Department	Ongoing	General Fund
S-10	Require continued operation of programs for fuel breaks, brush management, controlled burning, revegetation, and fire roads.	S-45	Fire Department / Planning Department	Ongoing	General Fund
S-11	When reviewing long-term comprehensive fuel reduction and management programs for discretionary projects, the City shall require these plans to include a risk analysis; fire response capabilities discussion; fire safety requirements, including defensible space, infrastructure, and building ignition resistance; mitigation measures and design considerations for non-conforming fuel modification; wildfire education; and maintenance and limitations. Fire hazard reduction measures shall be incorporated into the design of development projects in fire hazard areas and incorporated into the covenants, conditions, and restrictions (CC&Rs) as appropriate.	S-46	Planning Department	Ongoing	General Fund Development Fees

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-12	Develop a Defensible Space Ordinance or Landscape Ordinance that provides specific guidelines and requirements for the design and maintenance of public and private landscapes in Very High Fire Severity Zones, as defined by CAL FIRE.	S-49	Planning Department / Public Works Department/ CAL FIRE	Ongoing	General Fund
S-13	Encourage and identify opportunities to incentivize owners of existing properties and new development projects, to adopt the defensible space landscaping zones as defined by CAL FIRE. When needed, clear excess dried vegetation across the city in areas identified by the Riverside County Fire Department.	S-49	Fire Department / CAL FIRE / Planning Department / Public Works Department	Ongoing	General Fund / Developer Cost / Bureau of Reclamation Drought Resiliency Grants
S-14	Maintain automatic aid agreements with other fire protection/suppression agencies in Riverside County.	S-55 S-57	Fire Department	Ongoing	General Fund
S-15	The City shall work with CAL FIRE to develop a plan that includes an assessment and projection of future emergency service needs and emergency training opportunities.	S-55	Planning Department / CAL FIRE	Ongoing	General Fund
S-16	The City shall work with the Elsinore Valley Municipal Water District to maintain adequate water supply and identify areas lacking adequate water service for firefighting, including capacity for peak load under a reasonable worst-case wildland fire scenario, to be determined by CAL FIRE. The City shall identify areas lacking adequate water service, where future development may occur.	S-56	Planning Department / Fire Department / CAL FIRE	Ongoing	General Fund

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-17	The City shall periodically evaluate fire protection services in the city to determine if fire protection resources are being effectively and efficiently used.	S-64	Planning Department / CAL FIRE	Ongoing	General Fund
S-18	The City shall work with CAL FIRE and the Riverside County Fire Department to maximize the use of resources to develop functional and/or operational consolidations and standardization of services and to maximize the efficient use of fire protection resources.	S-64	Planning Department / CAL FIRE	Ongoing	General Fund
S-19	Assist the South Coast Air Quality Management District in establishing and implementing Community Air Monitoring Plans for vulnerable communities.	S-68 S-71	Planning Department	Ongoing	General Fund
S-20	Coordinate with State and regional regulatory entities and community members to fund citizen-led data collection, monitor pollution exposure, and identify and implement solutions in disadvantaged communities.	S-70 S-73	Planning Department	Ongoing	General Fund
S-21	Prepare an urban forest master plan for the city that includes quantified goals and tracking methods, prioritizing vulnerable communities.	S-72 S-73	Planning Department	By 2025	General Fund / Grant Funding
S-22	Develop and adopt a set of landscaping-as-remediation/mitigation guidelines for sites engaging with hazardous materials as well as contaminated sites in the city.	S-75	Planning Department	By 2025	General Fund

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-23	Require existing and new commercial and industrial uses involving the use, handling, transport, or disposal of hazardous materials in the city to disclose their activities in accordance with Riverside County guidelines and the requirements of California law.	S-77 S-81	Planning Department / Fire Department / Engineering Department / Public Works Department	Entitlement process and through routine inspections	General Fund
S-24	Designate the Riverside County Fire Department as the keeper of a database of all properties in Wildomar engaging with hazardous materials and include such information as their address, their owner's contact information, and a list of all the hazardous materials on site.	S-80	Fire Department	Ongoing	General Fund
S-25	Require that construction activities cease if ground or water contamination is discovered during construction until the contamination is reported and the extent of the contamination, as well as necessary actions for remediation, have been identified to the satisfaction of the appropriate agency. Require that remediation activities be completed to the satisfaction of the appropriate responsible agency (i.e., Riverside County Department of Environmental Health, San Diego Regional Water Quality Control Board, Department of Toxic Substances Control, or the City of Wildomar, depending upon the type of contamination).	S-81	Fire Department	Entitlement process and through routine inspections	General Fund

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-26	Provide informational and educational materials on the City's website for residents and vulnerable communities living near areas with hazardous materials or contaminated sites discussing the potential hazard risks associated with a hazardous materials release.	S-85	Planning Department	Ongoing	General Fund / Fines
S-27	The City shall develop and maintain agreements with other local, state, and federal agencies to ensure coordinated disaster response.	S-87 S-95 S-99 S-117	Fire Department / Police Department / Planning Department	Ongoing	General Fund
S-28	The City shall continue to work with the County to update the Local Hazard Mitigation Plan upon its expiration to ensure that Wildomar maintains eligibility for pre-disaster mitigation funding.	S-87	Planning Department	Ongoing	General Fund
S-29	The City shall support hiring multi-lingual staff and offer language training to existing staff to improve communication and assistance with non-English-speaking residents	S-89	Planning Department	Ongoing	General Fund
S-30	The City shall adopt and implement current emergency management principles and practices in all aspects of its emergency operations plan.	S-96	Planning Department	Ongoing	General Fund

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-31	The City shall work with local schools and community centers to create resilience hubs that can serve as gathering places during emergencies and interruptions in services, and contain access to water, electricity, and other necessary services.	S-111	Planning Department / Public Works Department	Ongoing	General Fund
S-32	The City shall work with local medical providers and the Inland Valley Medical Center to ensure that medical facilities are prepared to meet any increased demand from hazardous events.	S-112	Planning Department / Public Works Department	By 2022	General Fund
S-33	Join the Inland Southern California Climate Collaborative to effectively address and build resilience to climate-related hazards that pose a threat to the community.	S-120 S-121	Planning Department	By 2023	General Fund
S-34	The City shall integrate the results and adaptive policies of the Climate Vulnerability Assessment into other City planning documents where feasible, including this General Plan Safety Element, the Local Hazard Mitigation Plan, Zoning Ordinance, building code, and other applicable codes.	S-122	Planning Department	By 2022	General Fund
S-35	The City shall annually review the climate adaptation and resiliency strategies and shall update them as needed to ensure compliance with state laws and community needs.	S-123 S-124 S-128	Planning Department	Annually	General Fund

Implementation Measure		Applicable Policy	Responsible Department	Time Frame	Funding Source
S-36	The City shall update the Vulnerability Assessment every three to five years to incorporate new technology, programs, and policies to improve adaptation to climate-related hazards.	S-123 S-124 S-128	Planning Department	Ongoing	General Fund
S-37	Where feasible, the City shall encourage the use of existing natural features and ecosystem processes, or the restoration of, when considering alternatives and adaptation projects through the conservation, preservation, or sustainable management of open space. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as parks, rain gardens, and urban tree canopies. It also includes systems and practices that use or mimic natural processes, such as permeable pavements, bioswales, and other engineered systems, such as levees that are combined with restored natural systems, to provide clean water, conserve ecosystem values and functions, and provide a wide array of benefits to people and wildlife.	S-129 S-131 S-132	Planning Department	Ongoing	General Fund / Development Fees

APPENDIX A: VULNERABILITY ASSESSMENT RESULTS

The table below shows the results of the Vulnerability Assessment prepared for Wildomar, in accordance with the requirements of Senate Bill 379. For each population or asset that may be vulnerable to each climate-related hazard, the population or asset is scored on a scale of zero to five:

0: Not vulnerable

V1: Minimal vulnerability

V2: Low vulnerability

V3: Moderate vulnerability

V4: High vulnerability

V5: Severe vulnerability

The vulnerability scores reflect both the severity of climate-related impacts and the ability of populations and assets to resist and recover from these effects. Refer to the "Climate Change" and "Vulnerable Populations and Assets" sections of the Safety Element for additional details on the Vulnerability Assessment method.

POPULATIONS AND ASSETS	AIR QUALITY	DROUGHT	EXTREME HEAT	FLOOD	HUMAN HEALTH HAZARDS	LANDSLIDES	SEVERE WEATHER	WILDFIRE
POPULATIONS								
Children age <10	V4		V4		V2			V4
Linguistically isolated populations	V2		V2	V1	V2		V3	V2
Healthcare workforce (doctors, nurses)			V1	V1	V3		V1	V2
Homeless persons	V5	V3	V5	V4	V5		V5	V5
Household renters	V2	V3	V2	V2		V2	V3	V2
Householders age >65	V3		V4	V3	V3	V4	V2	V4
Households in poverty	V4	V4	V4	V4	V3	V3	V3	V4
Households overpaying for housing (>30% of income)	V3	V2	V2	V3	V1	V2	V1	V2
Individuals chronically ill	V4	V1	V4	V3	V5	V3	V4	V4
Individuals uncertain about available resources because of citizenship	V2		V2	V2	V2		V3	V2
Individuals with disabilities	V2		V3	V3	V2	V3	V3	V4

POPULATIONS AND ASSETS	AIR QUALITY	DROUGHT	EXTREME HEAT	FLOOD	HUMAN HEALTH HAZARDS	LANDSLIDES	SEVERE WEATHER	WILDFIRE
Individuals without access to lifelines	V3		V3	V4	V3	V3	V3	V4
Low-income individuals	V3	V4	V4	V4	V3	V2	V2	V3
Outdoor workers	V5	V4	V5	V2		V1	V3	V4
Overcrowded households	V2	V1		V2	V2		V1	V2
Pregnant or nursing women	V4		V3	V1	V5		V1	V2
Seasonal residents/migrant workers	V5	V4	V4	V2	V2	V2	V3	V4
Senior citizens living alone	V4		V5	V4	V4	V5	V3	V5
Bridges						V3	V3	V2
City Halls and government offices							V1	V2
Commercial structures				V4		V1	V3	V3
Communication infrastructure			V1	V2		V2	V2	V2
Community gathering areas				V1		V1	V1	V2
Dams				V1		V4	V1	V1
Energy transmission/delivery			V4	V3		V3	V4	V4
Evacuation routes						V3	V2	V4
Fire stations							V1	
Fueling infrastructure and pipelines			V1	V3		V3	V2	V3
Healthcare facilities			V1			V1	V2	V3
Major roads and highways			V3			V3	V2	V3
Natural gas pipelines				V2		V4		V3
Parks		V1	V2			V3	V3	V2
Police/sheriff stations				V2			V1	
Public open space and protected land		V3	V1	V1		V2	V3	V4
Residential structures				V4		V4	V2	V4
Schools and childcare centers				V3		V3	V2	V2

POPULATIONS AND ASSETS	AIR QUALITY	DROUGHT	EXTREME HEAT	FLOOD	HUMAN HEALTH HAZARDS	LANDSLIDES	SEVERE WEATHER	WILDFIRE
Senior care centers				V3		V2	V1	
Sidewalks, bikeways, trails				V2		V3	V1	V2
Transit infrastructure				V3		V2	V3	V2
Transportation facilities and infrastructure			V1	V3		V2	V2	V3
Water and wastewater treatment		V2	V1	V4		V3	V2	V1
Chaparral		V3	V3			V2	V2	V3
Coastal sage scrub		V2	V3	O		V3	V1	V3
Grassland		V3	V2	O		V2	V2	V2
Riparian scrub, woodland, and forest		V4	V3	O		V3	V3	V5
Woodland and forests		V3	V3			V3	V2	V4
State and federally owned land	V2	V3	V3	V1	V2	V3	V1	V3
Education and health services			V2	V3	V3	V1	V2	V2
Retail shopping centers			V1	V1	V3	V1	V1	V1
Major employers			V1	V3	V1	V1	V2	V2
Communications			V2	V1		V1	V2	V3
Energy Delivery		V2	V4	V2		V3	V4	V4
Emergency medical response			V1	V2	V2	V2	V2	V2
Government administration	V1			V1	V1			V1
Public safety			V1	V2	V2	V3	V2	V3
Transit access			V3	V2		V2	V3	V2
Water and wastewater		V3	V2	V4		V3	V3	V4

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PLACEWORKS

2040 Bancroft Way, Suite 400
Berkeley, California 94704
t 510.848.3815

www.placeworks.com

2022

LOCAL HAZARD MITIGATION PLAN

Prepared by: Yvette Magdaleno
City of Wildomar
09/19/2022

CONTACT INFORMATION

CITY OF WILDOMAR

Name: Yvette Magdaleno
Title: Management Analyst I -Code Enforcement
Department: Community Development/Emergency Services

Address: 23873 Clinton Keith Road, #201, Wildomar, CA 92595
Direct Contact: 951-677-7751 ext. 214
Fax: 951-698-1463
Email: Ymagdaleno@cityofwildomar.org

Matthew Bassi, Planning Director
Email: Mbassi@cityofwildomar.org

Raul Berroteran, Code Enforcement Supervisor
Email: Rberroteran@cityofwildomar.org

PLAN ADOPTION/RESOLUTION

The City of Wildomar will send the updated LHMP to the Riverside County Emergency Management Department which will forward it to the California Governor's Office of Emergency Services (CAL OES) for review prior to being submitted to the Federal Emergency Management Agency (FEMA). In addition, we will wait to receive an “Approval Pending Adoption” letter from FEMA before taking the plan to our local governing bodies for adoption. Upon approval, the City of Wildomar will insert the signed resolution.

Placeholder for Resolution of Adoption:

EXECUTIVE SUMMARY

This local hazard mitigation plan aims to identify the County's hazards, review and assess past disaster occurrences, estimate the probability of future occurrences, and set goals to mitigate potential risks to reduce or eliminate long-term risks to people and property from natural and manmade hazards.

The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 to achieve eligibility and potentially secure mitigation funding through Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance, Pre-Disaster Mitigation, and Hazard Mitigation Grant Programs.

The City of Wildomar's continual efforts to maintain a disaster-mitigation strategy are ongoing. Our goal is to develop and maintain an all-inclusive plan to include all jurisdictions, special districts, businesses, and community organizations to promote consistency, continuity, and unification.

The City of Wildomar process followed a methodology presented by FEMA and CAL-OES which included conducting meetings with the Operational Area Planning Committee (OAPC) coordinated by Riverside County Emergency Management Department (EMD) comprised of participating Federal, State, and local jurisdictions agencies, special districts, school districts, non-profit communities, universities, businesses, tribes, and the general public.

The plan identifies vulnerabilities, provides recommendations for prioritized mitigation actions, evaluates resources, identifies mitigation shortcomings, and provides future mitigation planning and maintenance of the existing plan.

The plan will be implemented upon FEMA approval.

TABLE OF CONTENT

CONTACT INFORMATION....1
PLAN ADOPTION/RESOLUTION....2
EXECUTIVE SUMMARY....3
TABLE OF CONTENT....4
SECTION 1.0 - COMMUNITY PROFILE....6
1.1 – CITY MAP....6
1.2 – GEOGRAPHY AND CLIMATE DESCRIPTION....7
1.3 – BRIEF HISTORY....7
1.4 - ECONOMY DESCRIPTION....8
1.5 – POPULATION AND HOUSING....9
1.6 – BRIEF STATEMENT OF UNIQUE HAZARDS....12
1.7 – DEVELOPMENT TRENDS AND LAND USE....12
SECTION 2.0 – PLANNING PROCESS....14
2.1 – LOCAL PAANNING PROCESS....14
2.2 – PARTICIPATION IN REGIONAL (OA) PLANNING PROCESS....15
2.3 – DATES AVAILABLE FOR PUBLIC COMMENT....16
2.4 – PLANS ADOPTED BY RESOLUTION....16
SECTION 3.0 – MITIGATION ACTIONS/UPDATES....16
3.1 – UPDATES FROM THE 2017 PLAN....16
3.2 – NEW HAZARDS OR CHANGES FROM 2017....17
3.3 – MITIGATION PROJECT UPDATES....17
SECTION 4.0 – HAZARD IDENTIFICATION AND RISK ASSESSMENT....18
4.1 – CRITICAL FACILITIES AND INFRASTRUCTURES....18
4.2 – ESTIMATING POTENTIAL LOSS....18
4.3 – TABLE REPLACEMENT VALUES....19
4.4 – IDENTIFICATION OF RISKS AND VULNERABILITIES....20
SECTION 5.0 – COMMUNITY RATING SYSTEM....35
5.1 – REPETITIVE LOSS PROPERTIES....35
5.2 – NATIONAL FLOOD INSURANCE PROPERTIES....35
SECTION 6.0 – CAPABILITIES ASSESSMENT....36
6.1 – REGULATORY MITIGATION CAPABILITIES....36
6.2 – ADMINISTRATIVE/TECHNICAL MITIGATION CAPABILITIES....38
6.3 – FISCAL MITIGATION CAPABILITIES....39
6.4 – MITIGATION OUTREACH AND PARTNERSHIPS....40
SECTION 7.0 – MITIGATION STRATEGIES....40
7.1 – GOALS AND OBJECTIVES....40
7.2 – MITIGATION ACTIONS....42
7.3 – ON-GOING MITIGATION STRATEGY PROGRAMS....44
7.4 – FUTURE MITIGATION STRATEGY PROGRAMS....44
SECTION 8.0 – PLAN IMPLEMENTATION AND MAINTENANCE PROCESS....45
SECTION 9.0 – INCORPORATION INTO EXISTING PLANNING MECHANISMS....46
SECTION 10.0 – CONTINUED PUBLIC INVOLVEMENT....47
APPENDIX A, B, AND C....48

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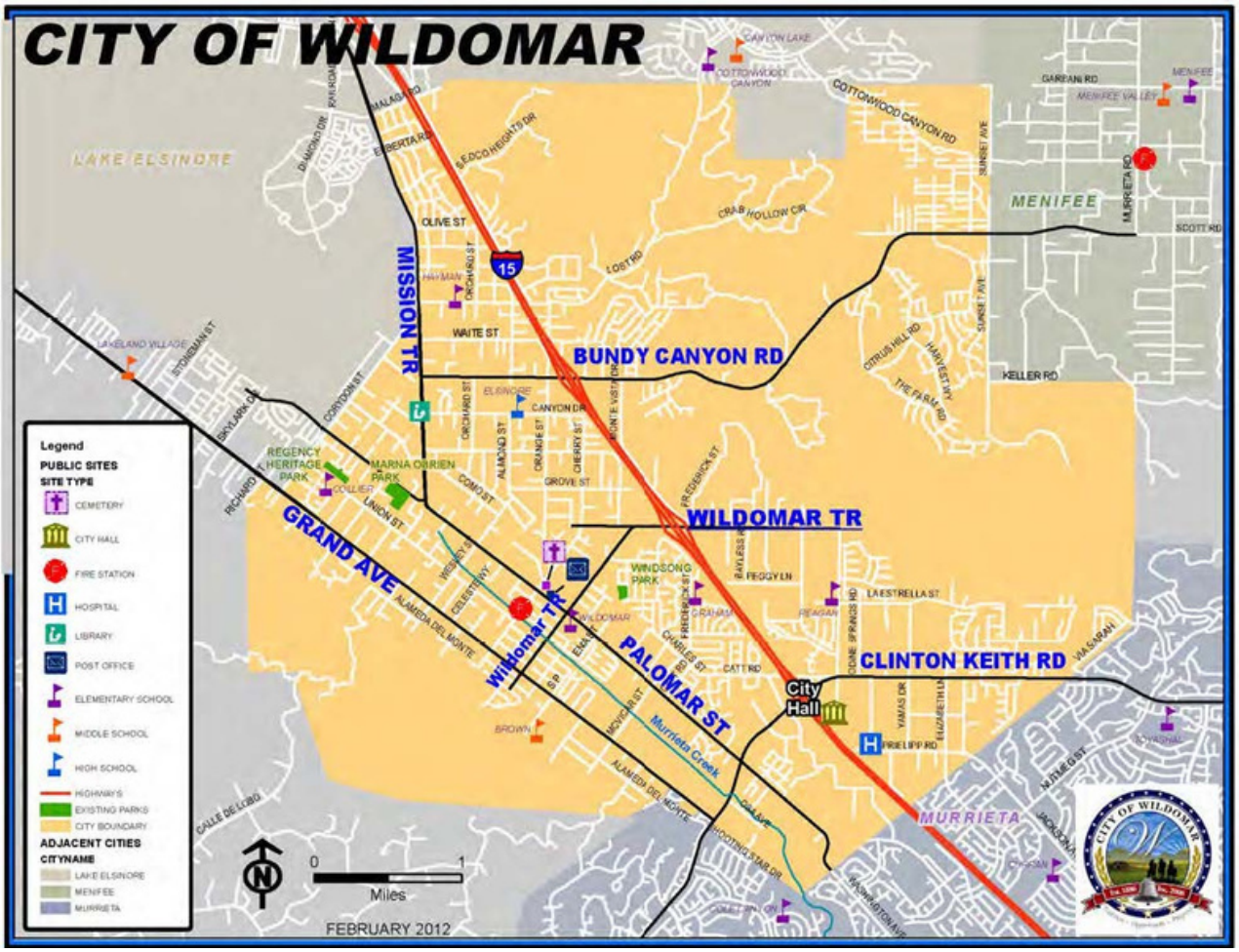
SECTION 1.0 COMMUNITY PROFILE

1.1 CITY MAP

Figure 1 depicts the Wildomar city limits, as well as the location and proximity of surrounding cities.

Figure 1-City of Wildomar



1.2 GEOGRAPHY AND CLIMATE DESCRIPTION

The City of Wildomar is an incorporated city in southwest Riverside County, California. Approximately 24 square miles in area, the City is 41 miles south of the City of Riverside (County seat). The City of Wildomar sits adjacent to the City of Murrieta to the south, the City of Menifee to the east, and the City of Lake Elsinore to the north. Interstate 15 (I-15) freeway runs through the middle of the City. The Santa Margarita Watershed runs through the southwest portion of the City. Stormwater runoff from portions of Lake Elsinore and Wildomar collects in the Murrieta & Temecula creeks and forms the Santa Margarita River south of the City.

The City of Wildomar's climate can be described as Winter is almost never extreme, low temperatures rarely go below freezing. In the summer, the high temperatures hover in the 90's, but some days may go over 100 during heat waves. Rainfall for City of Wildomar is typical of that of the rest of Riverside County.

1.3 BRIEF HISTORY

Wildomar is a community of old and new, more mature homes and acreages with horses and other animals mixed with more modern housing tracts. Nestled between the cities of Murrieta, Menifee, and Lake Elsinore, Wildomar officially became a city on July 1, 2008, at that time home to approximately 28,000 residents. The name Wildomar was coined from the names of its three founders -- the WIL from William Collier, the DO from Donald Graham and the MAR from Margaret Collier Graham.

1.4 ECONOMY DESCRIPTION

City of Wildomar is primarily a bedroom community. Development in the City is 79 percent residential, 21 percent commercial/industrial, which limits the sales and property tax base. The largest employer is the education and healthcare sector, which accounts for over 18.3% of the jobs in the community. In addition, as depicted in Figure 2, construction, leisure, professional, and retail sectors combined with education make up over 65% of the jobs in the community.

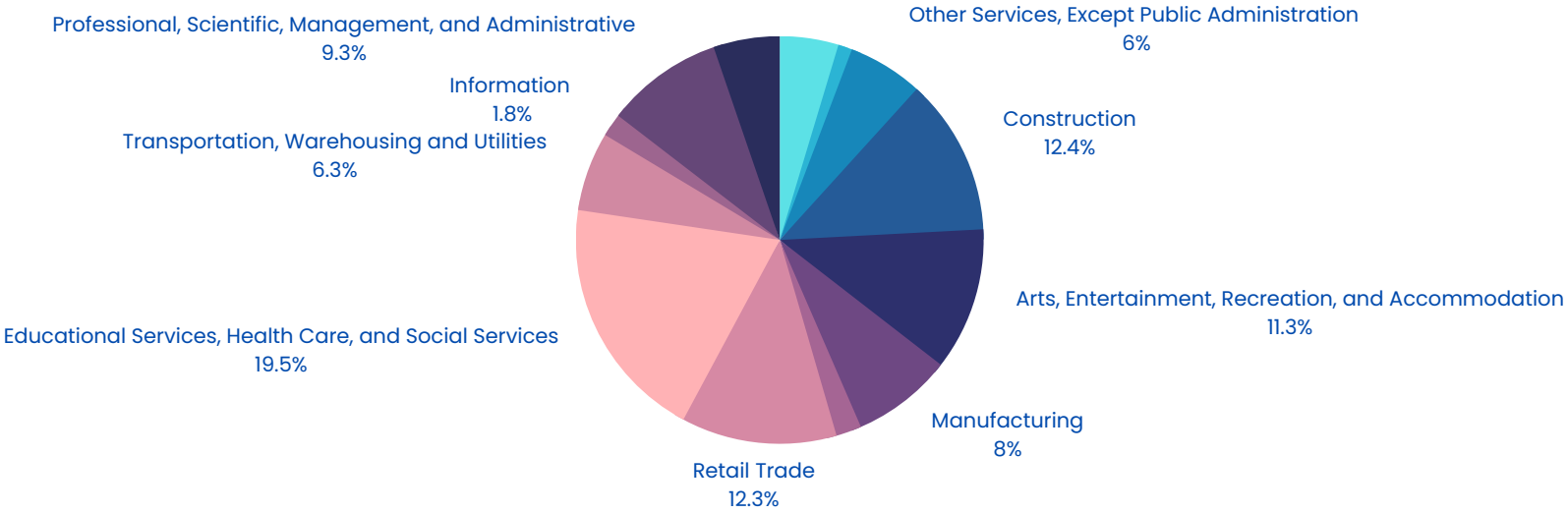
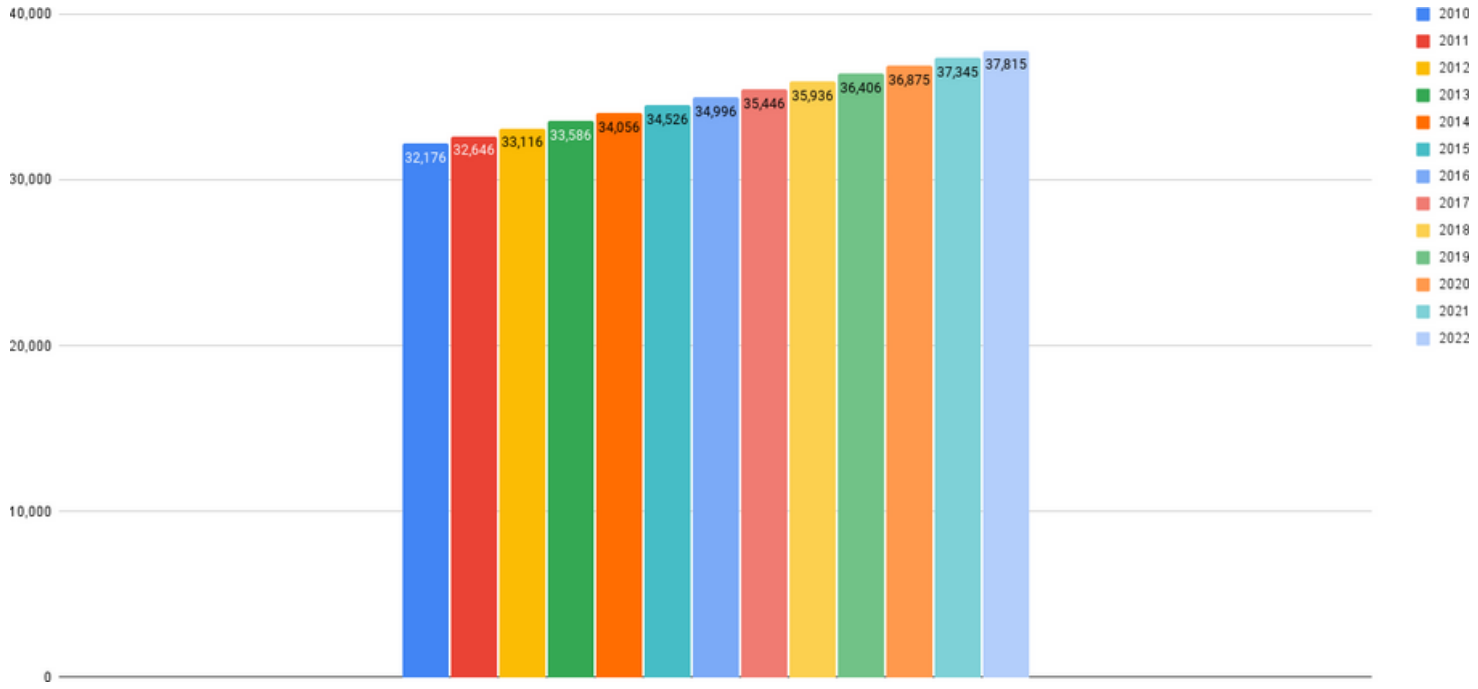


Figure 2 - Jobs By Sector
Sources: California Employment Development, US Census Bureau, 2020

1.5 POPULATION AND HOUSING

According to the California Department of Finance and the US Census estimates, the population of the City of Wildomar in 2021 was 37,345., which increased from the 2020 population of 36,875 (1.26 percent increase). Since 2010 population growth within the City has ranged between 1% and 2% year over year, and is expected to continue to grow at a similar pace (Figure 3).

Figure 3 - Total Population



During the same year period, total households grew at a similar pace, with a total of 11,743 households in the City in 2021 (Figure 4). Based on these two estimates, the persons per household ratio for the City is 3.14.

Figure 4 - Total Households

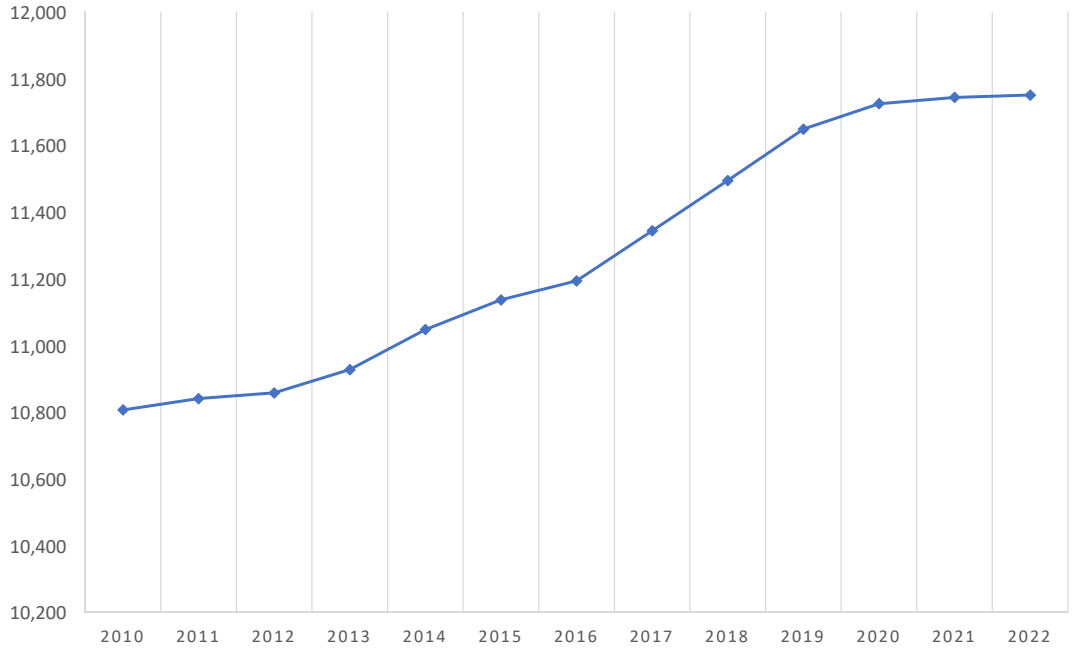


Table 1 provides demographic information according to the 2020 United States Census Bureau.

Table 1- Age and Gender Demographics

Subject	Total	Male	Female
Total Population	36,091	17,752	18,339
AGE			
Under 5	2,456	6.8%	6.8%
5 to 9	2,646	7.3%	7.3%
10 to 14	2,246	6.2%	6.2%
15 to 19	2,596	7.2%	7.2%
20 to 24	2,610	7.4%	7.0%
25 to 29	2,708	8.1%	6.9%
30 to 34	2,742	7.3%	7.9%
35 to 39	2,077	5.1%	6.4%
40 to 44	2,565	8.1%	6.1%
45 to 49	2,033	6.4%	4.9%
50 to 54	1,875	5.7%	4.7%
55 to 59	2,217	5.2%	7.0%
60 to 64	2,557	6.4%	7.7%
65 to 69	1,500	3.6%	4.7%
70 to 74	1,246	3.5%	3.4%
75 to 89	611	2.2%	1.2%
80 to 84	766	1.2%	2.8%
85 and over	676	2.0%	1.7%

Table 2 - providedemographic information regarding ethnicity according to the 2020 United States Census Bureau.

Table 2-Race and Ethnicity of Wildomar

Total population	37,815	
White	16,334	45.26%
Black and African American	1,026	2.84%
American Indian and Alaska Native	204	0.57%
Asian	1,925	5.33%
Native Hawaiian and other Pacific Islander	96	0.27%
some other Race	2,057	5.70%
Hispanic or Latino (of any Race)	16,173	40.00%

1 Approximately 16,173 residents of Wildomar identify as Hispanic or Latino decent, which is also captured in the categories of race identified in Table 2.

Current homeownership figures for the City are based on the 2020 United States Census Bureau. Based on this survey approximately 73.4% of households in Wildomar own their homes, while the remaining 26.6% rent. Since 2000, the homeownership trend has decreased.

1.6 BRIEF STATEMENT OF UNIQUE HAZARDS

The hazards in the City of Wildomar include the same as much of Riverside County. The primary hazards of concern for the City include earthquakes, wildfires, drought, flooding (including dam inundation), extreme weather, and landslides.

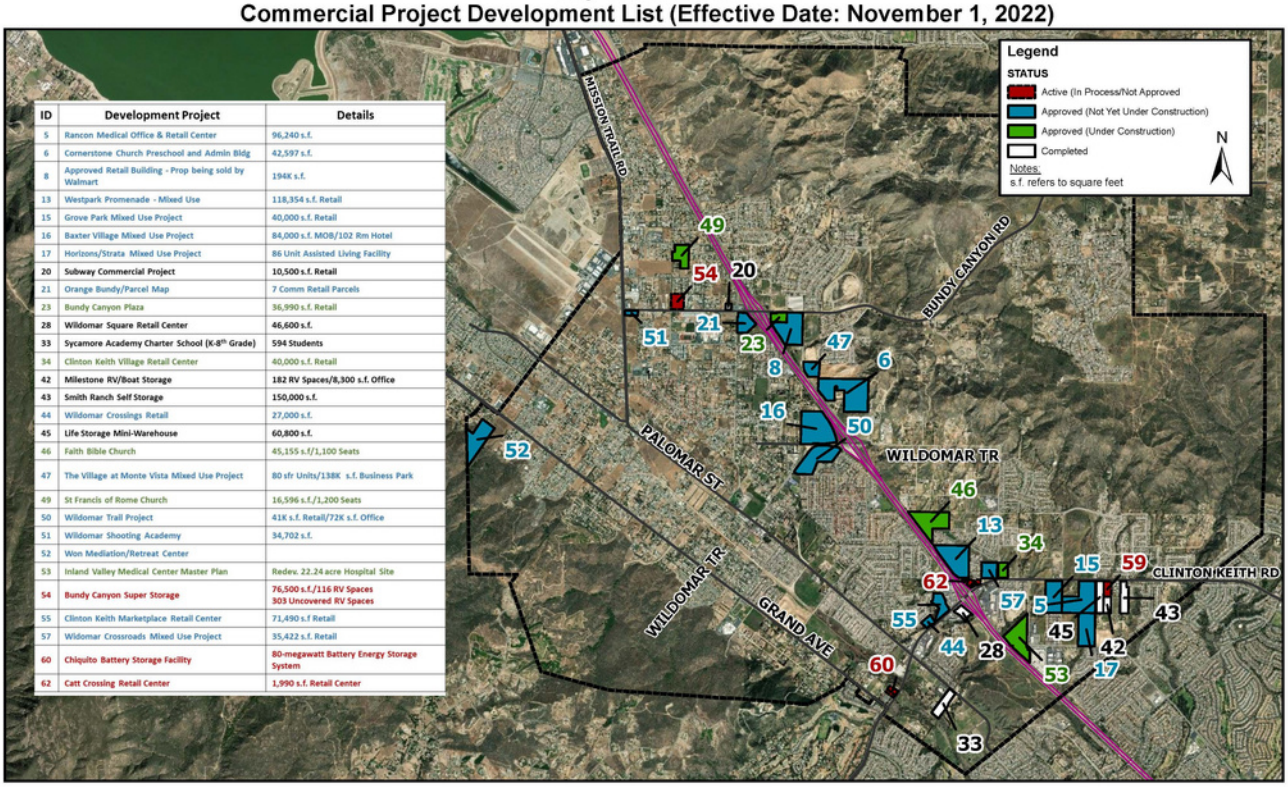
The City of Wildomar has experienced many different disasters since its incorporation in 2008. Including the following locally proclaimed emergencies involving floods, wildfires, and severe storms:

- January 2010: Damages totaled more than $317,000 from damage due to flooding, debris flow and silt build up, and unpaved road repairs.
- December 2010: Damages totaled more than $70,000 due to flooding, debris flow and silt build-up, unpaved road repairs, and multiple downed trees.
- September 2014: Isolated thunderstorms caused damage in the City which included a downed powerline, flooded streets, and lightning strikes.
- January 2017: Associated with a series of storms that impacted California the City experienced flooding and other issues associated with heavy downpours in mid-January.
- February 14, 2019: 2.41 inches of rain in Wildomar with a total of 3.84 inches across two days which caused flooding streets.
- September 4, 2019: Tenaja Fire in Murrieta, adjacent to Wildomar boundaries, burning 1926 acres.

1.7 DEVELOPMENT TRENDS AND LAND USE

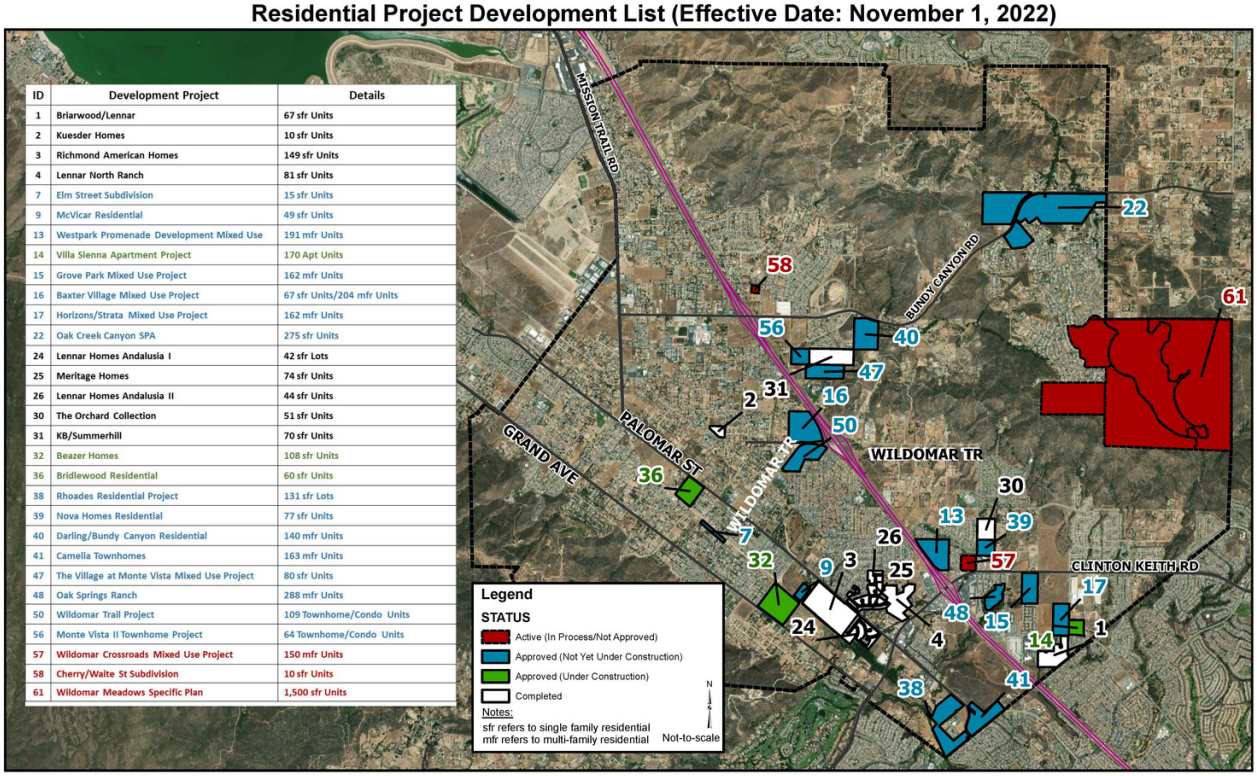
With increasing populations come an increase in residential and commercial projects. As of September 2022, the City is going through the entitlement process for both commercial and residential developments that will increase the residential and non-residential development activity in the City. From January 2019 to December 2021, the City approved 4 residential projects. Construction of these projects would result in an additional 551 new homes in the City. In addition, non-residential development in the various stages of the entitlement process within the City could result in nearly 436,000 square feet of commercial and industrial use throughout the City. Figures 6 and 7 depict the activities for both non-residential and residential developments within the City. The City has grown since the last LHMP which would increase the City's vulnerability.

City of Wildomar
Commercial Project Development List (Effective Date: November 1, 2022)



ID	Development Project	Details
5	Rancon Medical Office & Retail Center	96,240 s.f.
6	Cornerstone Church Preschool and Admin Bldg	42,597 s.f.
8	Approved Retail Building - Prop being sold by Walmart	194K s.f.
13	Westpark Promenade - Mixed Use	118,354 s.f. Retail
15	Grove Park Mixed Use Project	40,000 s.f. Retail
16	Baxter Village Mixed Use Project	84,000 s.f. MOB/102 Rm Hotel
17	Horizons/Strata Mixed Use Project	86 Unit Assisted Living Facility
20	Subway Commercial Project	10,500 s.f. Retail
21	Orange Bundy/Parcel Map	7 Comm Retail Parcels
23	Bundy Canyon Plaza	36,990 s.f. Retail
28	Wildomar Square Retail Center	46,600 s.f.
33	Sycamore Academy Charter School (K-8th Grade)	594 Students
34	Clinton Keith Village Retail Center	40,000 s.f. Retail
42	Milestone RV/Boat Storage	182 RV Spaces/8,300 s.f. Office
43	Smith Ranch Self Storage	150,000 s.f.
44	Wildomar Crossings Retail	27,000 s.f.
45	Life Storage Mini-Warehouse	60,800 s.f.
46	Faith Bible Church	45,155 s.f/1,100 Seats
47	The Village at Monte Vista Mixed Use Project	80 sfr Units/138K s.f. Business Park
49	St Francis of Rome Church	16,596 s.f./1,200 Seats
50	Wildomar Trail Project	41K s.f. Retail/72K s.f. Office
51	Wildomar Shooting Academy	34,702 s.f.
52	Won Mediation/Retreat Center	
53	Inland Valley Medical Center Master Plan	Redev. 22.24 acre Hospital Site
54	Bundy Canyon Super Storage	76,500 s.f./116 RV Spaces 303 Uncovered RV Spaces
55	Clinton Keith Marketplace Retail Center	71,490 s.f Retail
57	Wildomar Crossroads Mixed Use Project	35,422 s.f. Retail
60	Chiquito Battery Storage Facility	80-megawatt Battery Energy Storage System
62	Catt Crossing Retail Center	1,990 s.f. Retail Center

City of Wildomar
Residential Project Development List (Effective Date: November 1, 2022)



ID	Development Project	Details
1	Briarwood/Lennar	67 sfr Units
2	Kuesder Homes	10 sfr Units
3	Richmond American Homes	149 sfr Units
4	Lennar North Ranch	81 sfr Units
7	Elm Street Subdivision	15 sfr Units
9	McVicar Residential	49 sfr Units
13	Westpark Promenade Development Mixed Use	191 mfr Units
14	Villa Sienna Apartment Project	170 Apt Units
15	Grove Park Mixed Use Project	162 mfr Units
16	Baxter Village Mixed Use Project	67 sfr Units/204 mfr Units
17	Horizons/Strata Mixed Use Project	162 mfr Units
22	Oak Creek Canyon SPA	275 sfr Units
24	Lennar Homes Andalusia I	42 sfr Lots
25	Meritage Homes	74 sfr Units
26	Lennar Homes Andalusia II	44 sfr Units
30	The Orchard Collection	51 sfr Units
31	KB/Summerhill	70 sfr Units
32	Beazer Homes	108 sfr Units
36	Bridlewood Residential	60 sfr Units
38	Rhoades Residential Project	131 sfr Lots
39	Nova Homes Residential	77 sfr Units
40	Darling/Bundy Canyon Residential	140 mfr Units
41	Camelia Townhomes	163 mfr Units
47	The Village at Monte Vista Mixed Use Project	80 sfr Units
48	Oak Springs Ranch	288 mfr Units
50	Wildomar Trail Project	109 Townhome/Condo Units
56	Monte Vista II Townhome Project	64 Townhome/Condo Units
57	Wildomar Crossroads Mixed Use Project	150 mfr Units
58	Cherry/Waite St Subdivision	10 sfr Units
61	Wildomar Meadows Specific Plan	1,500 sfr Units

SECTION 2.0 - PLANNING PROCESS

2.1 LOCAL PLANNING PROCESS

The City of Wildomar LHMP committee meets on a regular basis to discuss city hazards of concern, identify potential vulnerabilities, and develop and prioritize appropriate mitigation strategies. The City of Wildomar committee was contacted via email leading up to each meeting. Meetings were conducted on July 21, 2022, where jurisdiction development trends and hazards of concern were discussed. The meetings identified and prioritized mitigation strategies, and reviewed preliminary budgets and potential funding sources for these strategies. At each meeting, relevant information obtained during the Operational Area Planning Committee meetings was also discussed to ensure the team understood the larger process conducted by the County.

Personnel involved in these meetings included the following positions:

City Manager
Dan York

City Clerk
Janet Morales

Police Chief
Captain Jim Rayls

Fire Chief
Lonny Olson

Finance Director
- Bob Howell
- Heidi Schrader

Community Services Director
Daniel Torres

Planning Director
Matt Bassi

Public Works Director
Jason Farag

Building Official
Scott Burns

Code Enforcement Supervisor
Raul Berroteran

Emergency Services Department
Yvette Magdaleno

2.2 PARTICIPATION IN REGIONAL (OA) PLANNING PROCESS

The City of Wildomar participated in various Riverside County workshops, conferences, and meetings, including the following:

- LHMP Workshops – Online virtual meetings 09:00 AM to 10:00 PM
  - June 15, 2022
  - June 28, 2022
  - July 9, 2022
  - August 17, 2022
  - August 24, 2022
  - September 7, 2022
  - October 5, 2022

- Cities & Special Districts Emergency Managers Meeting
  - September 14, 2022
  - October 12, 2022
  - November 9, 2022

- WRCOG Workshop
  - July 13, 2022

- Emergency Operation Centers and Mutual Aid Roundtable
  - August 23, 2022

- RCEMA
  - July 14, 2022

2.3 DATES AVAILABLE FOR PUBLIC COMMENT

On December 22, 2022, the Wildomar LHMP was distributed for a 30-day public review and comment period. This document was made available on the City's website: (http://www.cityofwildomar.org/city_services/emergency_services) As well as at the main desks in City Hall and the City's Library. During this review period (0) comments were made.

2.4 PLANS ADOPTED BY RESOLUTION

Upon receipt of the Approval Pending Adoption letter by FEMA, the LHMP will be presented to the Wildomar City Council in a public meeting for adoption. A placeholder for the resolution of adoption is provided at the beginning of this document.

SECTION 3.0 - MITIGATION ACTIONS/ UPDATES

3.1 UPDATES FROM THE 2017 PLAN

The 2023 plan update focuses on the reclassification of City Hazards from the prior ranking exercise, as well as the inclusion of Communication Failure and Cyber Attacks (which were added by the Operational Area Planning Committee). In addition, the mitigation strategies identified in this plan take into consideration the progress made since the 2017 plan, as well as the changing conditions within the City, due to both development activities as well as the changing nature of the hazards and vulnerabilities.

3.2 NEW HAZARDS OR CHANGES FROM 2017

The City of Wildomar planning team has reviewed the updated hazards ranking from the County of Riverside and acknowledges that Earthquakes and Wildfires are hazards of concern for the County as a whole. These hazards may affect the City if critical infrastructures are compromised as a result of one of these incidents.

3.3 MITIGATION PROJECT UPDATES

The City continues implementation of its Capital Improvement Program, which includes projects that provide safer active transportation facilities (sidewalks, bike lanes, and multi-purpose trails) along roadways throughout the City. In past years, the City implemented Safe Routes to Schools projects, which constructed needed improvements (sidewalks, curbs, gutters, etc…) near Ronald Reagan Elementary School, David Brown Middle School, Wildomar Elementary School, William Collier Elementary School, and Elsinore High School. Although State funding programs have changed over the last several years, the City actively submits grant funding applications to secure additional funds to help build active transportation facilities throughout Wildomar and to close active transportation gaps to local schools. The City pursues many different grant funding opportunities. Typical active transportation grant funding programs that the City applies for include the State's Active Transportation Program and RCTC's SB 821 Grant Program.

SECTION 4.0 - HAZARD IDENTIFICATION AND RISK ASSESSMENT

4.1 CRITICAL FACILITIES AND INFRASTRUCTURES

Table 3 - Identifies the critical facilities and other community assets identified by the Wildomar Planning Team as important to protect in the event of a disaster.

Table 3 - Wildomar Critical Facilities

Critical Facilities Type	Number
Public Safety Dispatch	0
Emergency Operations Center	1
City Hall	1
Fire Stations	1
Water Reservoirs	0
Water Treatment Plants	0
Waste Water Treatment Plants	0
Hospitals	1
Police facility	0
Maintenance Yards	0
Senior Community Centers	1
Schools	10
Radio Repeaters	0
Public Utilities- Water/Sewer	1

4.2 ESTIMATING POTENTIAL LOSS

The City of Wildomar is vulnerable to multiple natural and man-made hazards. In a large-scale event, the City may experience damages to Interstate 15, which is a major corridor used as a lifeline to surrounding jurisdictions. If this occurs during an event, access to portions of the western Riverside County would be nearly inaccessible which would greatly be impacting mutual aid resources.

Please refer to Riverside County Operational Area MJHMP Section 4.5 for property loss values for the City of Wildomar. Table 4 below identifies available information regarding replacement costs.

4.3 Table Replacement Values

Table 4

Name of Asset	Replacement Value ($)	Hazard Specific Info.
City Hall/EOC	5,000,000	Fire, Earthquake, Active Shooter
Fire Department Station 61	5,500,000 or more	Fire, Earthquake, Active Shooter
Riverside County Library	Unknown	Fire, Earthquake, Active Shooter
LEUSD 4 Elementary Schools 1 Middle School 1 High School 1 Adult School	Unknown	Fire, Earthquake, Active Shooter
Sycamore Academy (Private School)	Unknown	Fire, Earthquake, Active Shooter
Bundy Canyon Christian School (Private School)	Unknown	Fire, Earthquake, Active Shooter
California Lutheran High School (Private School)	Unknown	Fire, Earthquake, Active Shooter
Cornerstone Christian School (Private K-12)	Unknown	Fire, Earthquake, Active Shooter
Grace Christian School of Wildomar (Private School)	Unknown	Fire, Earthquake, Active Shooter

Note: Replacement values have not been identified for buildings that are not owned by the City of Wildomar.

4.4 IDENTIFICATION OF RISKS AND VULNERABILITIES

The City of Wildomar's (City's) goals, policies, and actions to minimize the hazards to safety in and around Wildomar. It identifies the natural and human-caused hazards that affect existing and future development and provides guidelines for protecting residents, employees, visitors, and other community members from injury and death. It describes present and expected future conditions and sets policies and standards for improved public safety. It also seeks to minimize physical harm to the buildings and infrastructure in and around Wildomar to reduce damage to local economic systems, community services, and ecosystems. Some degree of risk is inevitable because the potential for many disasters cannot be completely eliminated and the ability to predict such disasters is limited. The goal is to reduce the risk of injury, death, property loss, and other hardships to acceptable levels.

Table 5 - LIST OF CITY HAZARDS

HAZARD	Risk						MITIGATION CAPACITY			Adjusted Risk Score
	Overall	Residential	Road	Commercial	Critical Infrastructure	Social Facilities	Overall Capacity	Organization	Staffing	
	No Risk:	0					No Capacity:	0		
	Minor:	1					Very Low:	1		
	Moderate:	2					Low:	2		
	Major:	3					Medium:	3		
	Severe:	4					High:	4		
	Extreme:	5					Very High:	5		
Climate / Natural Disaster										
Aqueduct failure	0	0	0	0	0	0	0	0	0	0
Drought	2	4	1	3	0	0	2	2	2	1
Earthquake	5	5	5	5	5	5	5	5	5	5
Storm	1	2	2	2	0	0	2	2	2	0
Flood	1	2	2	2	0	0	2	2	2	0
Insect Infestation	0	1	0	1	0	0	1	1	1	0
Landslide	0	0	0	0	0	0	0	0	0	0
Tornado	0	0	0	0	0	0	0	0	0	0
Fire	4	5	5	5	5	0	4	4	4	3
Heat	2	3	2	3	0	0	2	2	2	1
Anthropogenic / Technological										
Civil Disorder	1	1	1	1	0	0	1	1	1	0
Communications Failure	2	4	4	4	0	0	2	2	2	1
Cyber Attack	3	4	4	4	4	0	3	3	3	2
Dam Failure	0	0	0	0	0	0	0	0	0	0
Electrical Failure	3	4	4	4	4	0	3	3	3	2
HazMat Incident	2	3	4	3	0	0	2	2	2	1
Jail/Prison Event	0	0	0	0	0	0	0	0	0	0
Nuclear Incident	0	0	0	0	0	0	0	0	0	0
Pipeline Disruption	1	2	2	2	0	0	1	1	1	0
Radiological Incident	0	0	0	0	0	0	0	0	0	0
Terrorist Event - MCI	0	0	0	0	0	0	0	0	0	0
Transportation Failure	1	2	2	2	0	0	1	1	1	0
Water Supply Disruption / Contamination	2	3	0	3	3	0	2	2	2	1
Medical										
Emergency Disease / Contamination	2	3	0	3	3	0	2	2	2	1
Pandemic	2	3	0	3	3	0	2	2	2	1

Table 5 - Obtained from FEMA National Risk Index

Legend

Hazard - Risk		Mitigation Capacity	
No Risk / 0	very unlikely to happen, but it is a possibility	***No Capacity***	Not taking a certain action or parts of an action
Minor / 1	Not expected to happen, but it is a possibility	***Very Low***	Avoiding the impact altogether by not taking a certain action or parts of an action
Moderate / 2	Likely to happen and has a reasonable chance of occurring	***Low***	Minimizing impacts by limiting the degree or magnitude of the action and its implementation
Major / 3	Very Likely to happen and has a good chance of occurring	***Medium***	Rectifying the impact by repairing, rehabilitating, or restoring the affected environment
Server / 4	Will probably occur/happen	***High***	Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action
Extreme / 5	Almost certain to occur/happen or is imminent, possibly frequently in a year	***Very High***	Compensating for the impact by replacing or providing substitute resources or environments

Top Risks -

Earthquakes
Severity - Extreme
Probability - Very High (Near 100 percent chance of occurrence in next year or happens every year)

Earthquakes are unpredictable and they can strike at any time without warning. Wildomar is located in a seismically active region of southern California. Prone to both strong seismic shaking and earthquake fault rupture, the City is vulnerable to seismic impacts. Earthquake risk is very high in the western portion of Riverside County, including the City of Wildomar, due to the presence of two of California's most active faults, the San Andreas and San Jacinto Faults.

Active faults located within close proximity to the City or that can damage the City, include the following:

- Elsinore Fault Zone: This fault zone, which includes the Wildomar, and Wolf Valley faults passes through the City on the west side of Interstate 15. The fault zone can generate earthquakes ranging in magnitude between 6.5 and 7.5.

- Wildomar Fault: Elsinore fault zone runs northwest/southeast and is located in the City approximately 2,000-4,000 feet west of Interstate 15. The areas adjacent to the fault are within a "Special Studies Zone" as designated under the Alquist-Priolo Special Study Zone Act of 1972.

- San Andreas Fault Zone: This fault zone, located approximately 50 miles northeast of the study area, is the dominant active fault in California. The maximum credible earthquake from this fault zone is a magnitude of 8.3.

- San Jacinto Fault Zone: This fault zone is located approximately 30 miles northeast of the City and has a maximum credible earthquake magnitude of 7.5.

In addition to these active faults, two potentially active faults, the Agua Caliente Fault zone, and the Murrieta Hot Springs Fault are also located near the City. In the event of an earthquake, the location of the epicenter, as well as the time of day and season of the year, would have a profound effect on the number of deaths and casualties, as well as property damage. There are a number of small-scale earthquakes that happen weekly, but larger scale or catastrophe shaking is less likely. Property and human life in Wildomar are at risk for a significant earthquake causing catastrophic damage and strains on response and mitigation resources. The county experiences hundreds of minor quakes and tremblers each month from the myriad of faults in the area. Studies indicate that stress is building up in major faults like the San Andreas. A major quake could happen at any time.

The San Andreas, San Jacinto, and Elsinore Faults are all capable of producing significant earthquakes, with a magnitude of 6.7 or greater. Table S-1 shows the chances of a major earthquake on these three faults within Riverside County by 2045, according to the Third California Earthquake Rupture Forecast. Other faults, both in and outside Riverside County, may also be capable of generating significant earthquakes with damaging effects in the county.

TABLE S-1: CHANCES OF SIGNIFICANT EARTHQUAKES ON MAJOR RIVERSIDE COUNTY FAULTS

	Mean Chance By 2045			
Fault	Magnitude 6.7 or greater	Magnitude 7.0 or greater	Magnitude 7.5 or greater	Magnitude 8.0 or greater
San Andreas	24.2%	21.2%	11.6%	3.15%
San Jacinto	6.71%	6.43%	5.29%	2.75%
Elsinore	3.66%	1.82%	0.95%	less than 0.01%

Chances shown are the maximum mean probability for segments of these faults within Riverside County.
Source: Third California Earthquake Rupture Forecast

Figure 1-0 Shows the fault lines in and around Wildomar

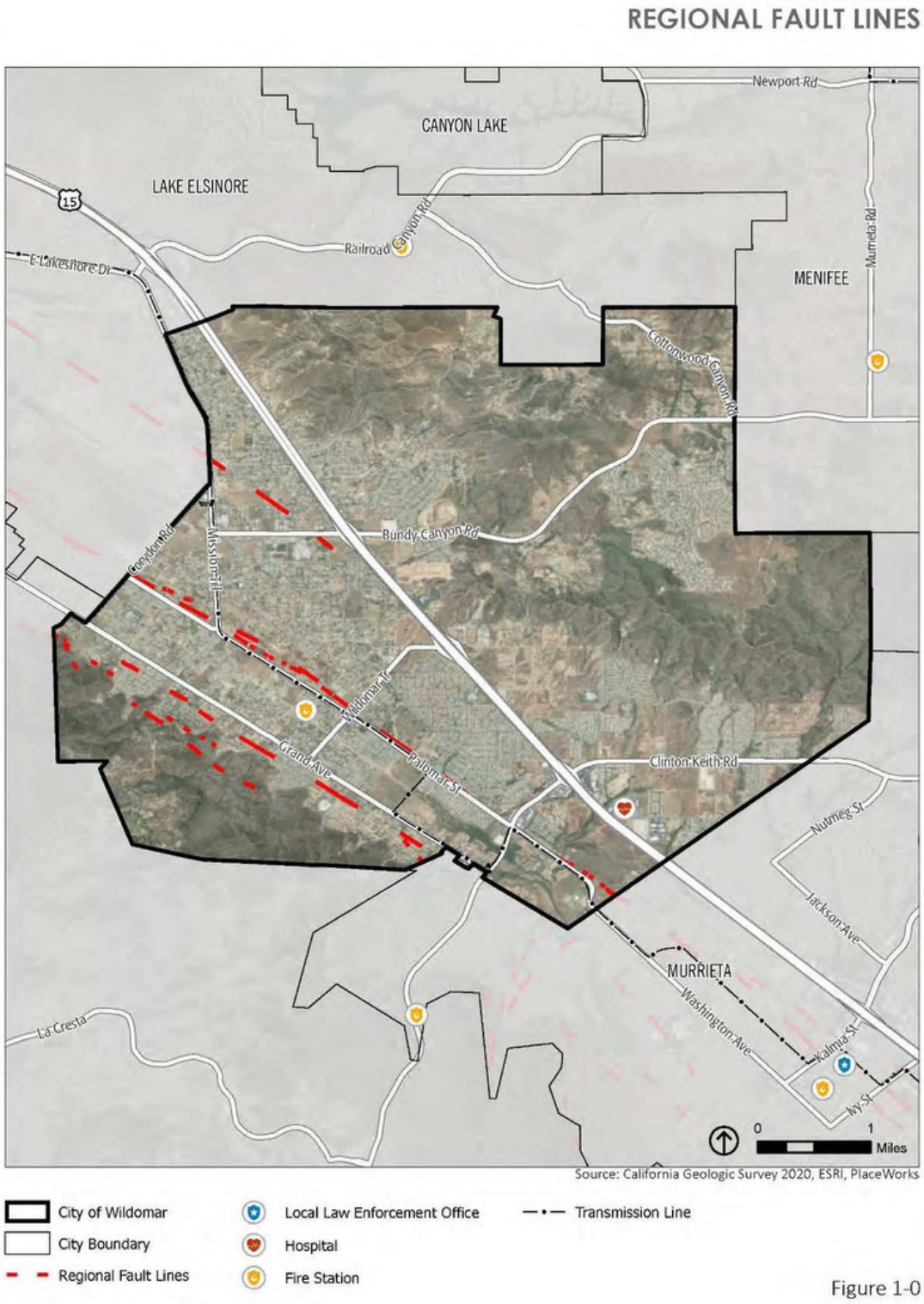


Figure 1-0

Potential losses:
Earthquakes and other seismic hazards often damage or destroy property and public infrastructure, and falling objects or structures pose a risk of injury or death. While Wildomar is at risk from many natural and human-caused hazards, the event with the greatest potential for loss of life or property and economic damage is an earthquake. This is true for most of Southern California since damaging earthquakes affect widespread areas, and trigger many secondary effects that can overwhelm the ability of local jurisdictions to respond. In Wildomar, earthquake-triggered effects include ground shaking, fault rupture, landslides, liquefaction, subsidence, and seiches. Earthquakes can also cause human-caused hazards such as urban fires, dam failures, and toxic chemical releases. In addition, earthquakes can cause damage to public utility systems such as potable water, sewer, electricity, gas, communications, and storm drains. Earthquake risk is extremely high in the western portion of Riverside County, including the City of Wildomar, due to the presence of two of California's most active faults, the San Andreas and San Jacinto Faults.

Like the majority of Southern California, Wildomar is located in an area subject to seismic activity. More specifically, the Elsinore Fault Zone (State Fault Zone) traverses a portion of the City. Out of 11,900 developed parcels city-wide, 18.49% are directly located in a state or county fault zone.

Most of the loss of life and injuries from earthquakes are due to damage and collapse of buildings and structures. Building codes for new construction have generally been made more stringent following damaging earthquakes. However, in Wildomar, structures built prior to the enactment of these improved building codes have generally not been upgraded to current standards and are vulnerable in earthquakes. Comprehensive hazard mitigation programs that include the identification and mapping of hazards, prudent planning and enforcement of building codes, and expedient retrofitting and rehabilitation of weak structures can significantly reduce the scope of an earthquake disaster. Damage to utility systems can interrupt critical services and cause damages that could also lead to loss of life and injuries. Examples include potable water interruption to critical facilities like hospitals, interruption of electrical power, and damages to gas facilities that could create further damages from the ignition.

More specifically, Wildomar has several existing facilities with vulnerable populations or systems that could be at more risk during an earthquake, including:

- Inland Valley Medical Center (Regional Hospital and Trauma Center)
- Inland Valley Medical Offices
- Wildomar Senior Center (Palomar St. - within Elsinore Fault Zone)
- Wildomar Elementary School (Palomar St. - within Elsinore Fault Zone)
- Eastern Municipal Water District Recycled Water Facility (Palomar St. - within Elsinore Fault Zone)
- Elsinore Valley Municipal Water District Sewer Lift Station (Palomar St. - within Elsinore Fault Zone)
- Sycamore Academy Charter School (Palomar St. - within Elsinore Fault Zone)

Wildland Fires

Severity - Severe
Probability - High

Wildfires occur on mountains, hillsides, and grasslands. Vegetation, wind, temperature, humidity, and slope are all factors that affect how these fires spread. In Wildomar, native vegetation, such as chaparral, sage, and grassland provide fuel that allows fire to spread easily across large tracts of land. These plant species are capable of regeneration after a fire, making periodic wildfires a natural part of the ecology of these areas. Portions of the city are undeveloped and consist of rugged topography with highly flammable vegetation. In particular, the hillside terrain in the southwestern region near the Elsinore Mountains, as well as the hillside terrain east of I-15, have a substantial fire risk. Undeveloped hillside areas in and adjacent to the city present a serious hazard because of the potential for large-scale wildland fires. Fire potential for Riverside County is typically greatest in the months of August, September, and October, when dry vegetation coexists with hot, dry Santa Ana winds. However, in Wildomar, fires with conflagration potential can occur at any time of the year. Seasonal drought conditions exacerbate fire hazards.

The wildland-urban interface is an area where buildings and infrastructure (e.g., cell towers, schools, water supply facilities) mix with areas of flammable wildland vegetation. This interface is sometimes divided into the defense zone (areas in close proximity to communities, usually about a quarter-mile-thick) and threat zones (an approximately one-and-a-quarter-mile buffer around the defense zone). Hundreds of homes now border major forests and brush areas. With thousands of people living near and visiting wildland areas, the probability of human-caused fires is growing. Wildfires and urban interface fires have occurred close to or encroached into the city, especially in large areas of grassland, scrub, and chapparal. The most recent fire was the 2019 Tenaja Fire, located south of Wildomar in the rural community of La Cresta. The fire burned approximately 1,926 acres and damaged three structures but did not encroach into the city.

In the wildland-urban interface, efforts to prevent ignitions and limit wildfire losses hinge on hardening structures and creating defensible space through a multi-faceted approach, which includes engineering, enforcement, education, emergency response, and economic incentives. Different strategies in the defense and threat zones of the wildland-urban interface help to limit the spread of fire and reduce the risk to people and property.

Wildfire threat within California is described by Wildfire Hazard Severity Zones, which designate hazardous areas within State Responsibility Areas (SRAs) as moderate, high, or very high. However, incorporated areas such as Wildomar are considered Local Responsibility Areas (LRAs) and only designate very high fire hazard severity zones. Significant portions of the city are located within a very high fire hazard severity zone. The highest threat occurs along the eastern side of I-15, as well as the western side of Grand Avenue, on land that is on and adjacent to hillsides with large areas of dry grass and chaparral. Areas adjacent to the city that are susceptible to wildfires are also of concern as these conditions could exacerbate vulnerabilities within the city. The highest threat for vulnerable communities occurs in the northern region of the city, north of Lemon Street and east of I-15. These communities are entirely within a very high fire hazard severity zone.

STRUCTURAL FIRES/Urban fires occur in built-up environments, destroying buildings and other human-made structures. These disasters are often due to faulty wiring or mechanical equipment, combustible construction materials, or the absence of fire alarms and fire sprinkler systems. Structural fires are largely from human accidents, although deliberate fires (arson) may be a cause of some events. Older buildings that lack modern fire safety features may face a greater risk of damage from fires. To minimize fire damage and loss, the City's Fire and Building Codes, based on the California Fire and Building Codes, set standards for building and construction. It requires the provision of adequate water supply for firefighting, fire-retardant construction, and minimum street widths, among other things. Fire prevention awareness programs and fire drills are conducted to train residents to respond quickly and correctly to reduce injury and losses during fires.

Figure 2-0 Shows the fire hazard zones in and around Wildomar

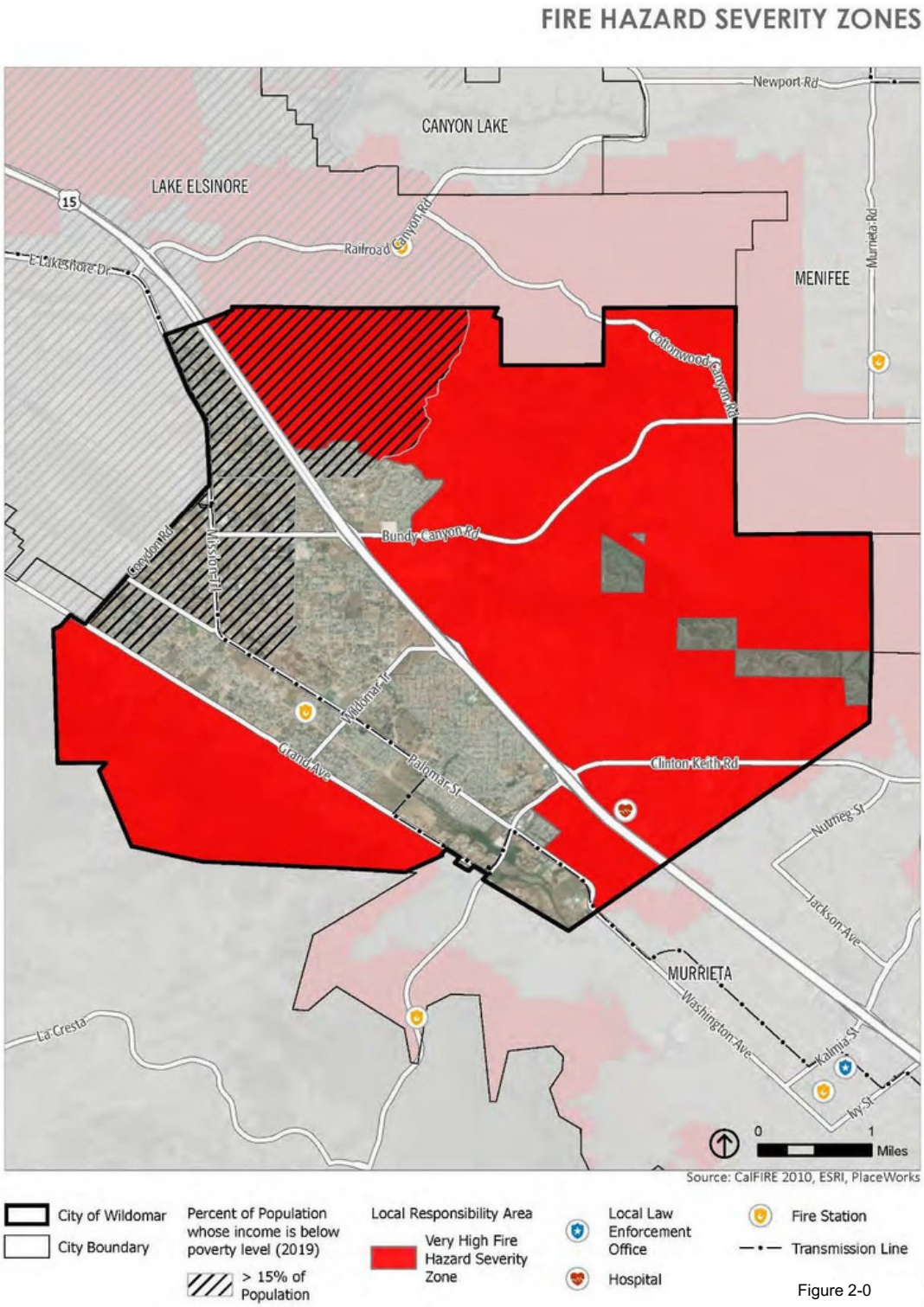


Figure 2-0

Potential losses:

Like the majority of Southern California, Wildomar is located in an area subject to high wildfire activity. More specifically, the fire hazard severity zone traverses a portion of the City. Out of 11,900 developed parcels city-wide, 83.19% are directly located in a fire hazard zone.

Wildomar is at a high risk from wildfire, especially in the areas of grassland and chapparal along hillsides. High fuel loads in the city, along with geographical and topographical features, create the potential for both natural and human-caused fires that can result in loss of life and property. These factors, combined with natural weather conditions common to the area, including periods of drought, high temperatures, low relative humidity, and periodic winds, can result in frequent and sometimes catastrophic fires. During the historic fire season, August to October, the dry vegetation combined with continued growth in the wildland-urban interface areas, resulted in wildfire ignitions. Any fire, once ignited, has the potential to quickly become a large, out-of-control fire. As development continues throughout the city, especially in these interface areas, the risk and vulnerability to wildfires will likely increase.

Fire hazard is among the highest-priority hazards in the city and is the hazard with the greatest potential for catastrophic loss. Wildfires can cause short-term and long-term disruption to the City, such as devastating effects on watersheds through loss of vegetation and soil erosion, which may impact the city by changing runoff patterns, increasing sedimentation, reducing natural and reservoir water storage capacity, and degrading water quality. Fires may also result in casualties and can destroy buildings and infrastructure.

Although the physical damages and casualties arising from wildland-urban interface fires may be severe, it is important to recognize that they also cause significant economic impacts by resulting in a loss of function of buildings and infrastructure. In some cases, the economic impact of this loss of services may be comparable to the economic impact of physical damages or, in some cases, even greater. Economic impacts of loss of transportation and utility services may include traffic delays/detours from road and bridge closures and loss of electric power, potable water, and wastewater services.

Fires can also cause major damage to power plants and power lines needed to distribute electricity to operate facilities. The effects can be far-reaching in terms of the number of acres involved, the toll on human life, and the economic consequences. Fire will continue to be a high-risk hazard for the City of Wildomar.

Within the Very High Fire Hazard Severity Zones, specific facilities that could be more vulnerable to wildfires include:

- Inland Valley Medical Center (regional hospital and trauma center)
- Inland Valley Medical Offices
- David A. Brown Middle School
- Ronald Regan Elementary School
- Cornerstone Church and School
- Bundy Canyon Christian School
- City Hall
- Sycamore Academy

Flood Hazards

Severity - Major
Probability - Low

(Less than 1 percent chance of occurrence in next 100 years or has a recurrence interval of greater than every 100 years.)

Flooding is considered the rising and overflowing of a body of water onto normally dry land. History highlights floods as one of the most frequent natural hazards impacting communities in western Riverside County. Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide, causing substantial damage to structures, landscapes, and utilities, as well as life-safety issues. Flooding can be extremely dangerous, and even six inches of moving water can knock a person over given a strong current. Floodwaters can transport large objects downstream, which can damage or remove stationary structures, such as dam spillways. Ground saturation can result in instability, collapse, or other damage. Objects can also be buried or destroyed through sediment deposition. Floodwaters can also break utility lines and interrupt services. Standing water can cause damage to roads, foundations, and electrical circuits.

Floods are usually caused by large amounts of precipitation, either from a period of very intense precipitation or a long period of steady precipitation. Historically, Wildomar has been at risk of flooding primarily during the winter and spring months when stream systems swell with heavy rainfall. This type of flood results from prolonged, heavy rainfall and is characterized by high peak flows of moderate duration and by a large volume of runoff. Flooding is more severe when prior rainfall has resulted in saturated ground conditions. Flooding susceptibility in Wildomar is primarily associated with the Murrieta Creek as well as smaller-scale and flash flood events.

Flash flooding is a common problem for western Riverside County and typically associated with short-duration, high-intensity precipitation events often during summer thunderstorms. Such events can occur even during a drought. Localized flooding also occurs in Wildomar at various times throughout the year, especially in the western side of the city and along Murrieta Creek. These areas are primarily a result of little or no drainage infrastructure, undersized pipes where runoff exceeds pipe capacity even for minor storms, obstructions, or damaged drainpipes. The majority of the damaged lines are on the west side of the city, where there are limited storm drainpipes and some of the oldest infrastructure in the system.

Historically, precipitation in and around Wildomar has been low to moderate. Precipitation occurs mainly in the fall, winter, and spring months, from November through April. Although Wildomar occasionally experiences periods of significant drought, the city can also experience periods of substantial rainfall. When Wildomar does experience heavy rain, or rain over a period of days or weeks, many areas of the city are subject to flooding. Runoff from rain drains either naturally into creeks or flood-control facilities.

Floods are usually caused by large amounts of precipitation, either from a period of very intense precipitation or a long period of steady precipitation. Historically, Wildomar has been at risk of flooding primarily during the winter and spring months when stream systems swell with heavy rainfall. This type of flood results from prolonged, heavy rainfall and is characterized by high peak flows of moderate duration and by a large volume of runoff. Flooding is more severe when prior rainfall has resulted in saturated ground conditions. Flooding susceptibility in Wildomar is primarily associated with the Murrieta Creek as well as smaller-scale and flash flood events.

Both earthquake faults and developments reduce the total ground absorption area. Earthquake faults include bedrock features that create barriers to subsurface percolation, thus increasing the velocity and erosive capacity of stormwater runoff on hillsides. Development also creates impermeable surfaces (structures, pavement, streets). Stormwater runoff is augmented by water flows from development contributing to street flooding. Moreover, developed areas generate irrigation water runoff from landscaping, which may channel stormwater and other runoff flows into nearby underdeveloped areas and street gutters. Areas at an elevated risk of flooding are generally divided into 100- and 500-year flood zones. A 100-year flood zone has a 1-percent chance of experiencing a major flood in any given year, a 200-year flood zone has a 0.5-percent chance of flooding in any given year, a 500-year flood zone has a 0.2-percent chance of flooding in any given year. Figure 5-0 shows the 100- and 500-year flood zones in and around Wildomar, as well as the flood hazard zones overlayed by vulnerable communities. The highest threat for these communities occurs in the northwestern region of the city, along Corydon Road and Mission Trail. A small portion of this community along Corydon Road is within the 500-year flood zone and to the north along Mission Trail, a small portion is within both the 100- and 500-year flood zone.

Agencies responsible for flood control in Wildomar include FEMA, the Federal Insurance Administration (FIA), and the Department of Water Resources (DWR).

- FEMA: FEMA manages the National Flood Insurance Program (NFIP), providing insurance to the public in communities that participate in the program. FEMA is the main federal government agency contact during natural disasters and publishes the Flood Insurance Rate Maps (FIRM), which identify the extent of flood potential in flood-prone communities based on a 100-year flood (or base flood) event.

- FIA: The FIA is the primary agency that delineates potential flood hazard areas and floodways through the FIRMs and the Flood Boundary and Floodway Map. Flood insurance is required of all homeowners who have federally subsidized loans.

- DWR: DWR is responsible for managing and protecting California's water. DWR works with other agencies to benefit the state's people, and to protect, restore, and enhance the natural and human environments. DWR also works to prevent and respond to floods, droughts, and catastrophic events that would threaten public safety, water resources, management systems, the environment, and property.

Figure 3-0 shows the flood hazard zones in and around Wildomar

FLOOD HAZARD ZONES

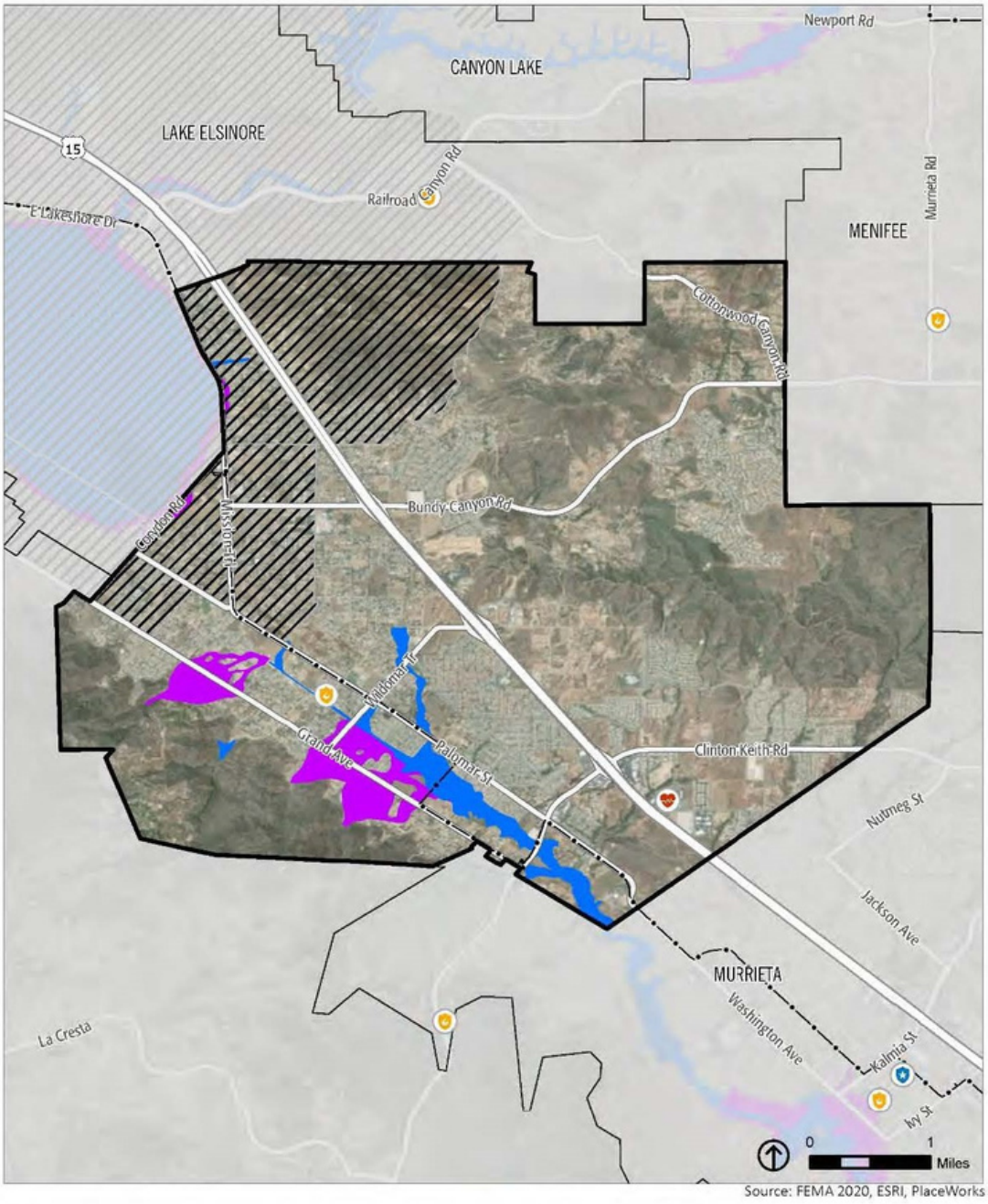


Figure 3-0

Potential losses

Floods are among the most damaging natural hazards in Riverside County, and climate change is expected to make flood events worse. Although climate change may not change average precipitation levels significantly, scientists expect that it will cause more years with extreme precipitation events. This means that more years are likely to see particularly intense storm systems that drop enough precipitation over a short enough period to cause flooding. Although Southern California is likely to experience a decrease in overall precipitation levels from climate change, the region is also expected to see an increase in the number of extreme precipitation events. A meteorological phenomenon known as the "atmospheric river," a narrow stream of extremely moist air, is frequently responsible for the more intense storms that strike California. Atmospheric rivers generally deliver high levels of precipitation, up to 50 percent of the state's total precipitation in any given year.

Because of this, the city of Wildomar is at a higher risk of experiencing a flood. Out of 11,900 developed parcels city-wide, 1.83% are directly located in a flood hazard zone area. Floods are expected to occur more often in Wildomar and climate change may expand the parts of the city that are considered flood-prone. Although there are no specific flooding projections for the city, flood events are expected to become more frequent, and it is possible that the areas subject to flooding will expand.

There are some indirect effects of climate change that may also increase flooding in the City. Climate change is expected to increase the frequency and severity of droughts that cause soil to dry out and become hard. When precipitation does return, more water runs off the surface than is absorbed into the ground, which can lead to floods. Wildfires, which are also expected to become more frequent due to climate change, cause a similar effect by baking the surface of the ground into a harder and less-penetrable layer. Trees and other vegetation help slow water down, which lets the water absorb into the soil and prevents it from turning into runoff. Because of this, the loss of trees and other plants from wildfires, or other climate-related exposures can also increase flooding risk.

Within the Flood Hazard Zones, specific facilities that could be more vulnerable to floods include:

- Fire Station
- Wildomar Elementary
- Sewer lift station
- EMWP RW station
- Sycamore Academy
- Murrieta 7th Day Church
- SEC Tenuja Substation
- World Harvest Church
- Anne Sulivan Nursery School
- Senior Facility
- Animal Friends of the Valleys
- Corydon SCE Substation
- Faith Baptist Church

SECTION 5.0 - COMMUNITY RATING SYSTEM

5.1 REPETITIVE LOSS PROPERTIES

There are no known repetitive loss properties located within the City.

5.2 NATIONAL FLOOD INSURANCE PROPERTIES

The City participates in the National Flood Insurance Program (NFIP). The City Joined the program on November 10, 2010, with Resolution 2010-53

a. **Describe participation in NFIP, including any changes since the previously approved plan.** *There have been no changes in the NFIP since the city joined in November 2010.*

b. **Date first joined NFIP.** *November 10, 2010*

c. **Identify actions related to continued compliance with NFIP.**
The City of Wildomar is currently in compliance with the NFIP and enforces its flood plan ordinance with city properties in flood hazard areas.

d. **CRS member?** *NO*

e. **CRS class?** *N/A*

f. **Describe any data used to regulate flood hazard area other than FEMA maps.** *N/A*

g. **Have there been issues with community participation in the program?** *NO*

h. **What are the general hurdles for effective implementation of the NFIP?** *NONE*

i. **Summarize actions related to continued compliance with NFIP**

The City of Wildomar is currently in compliance with the NFIP and enforces its flood plan ordinance with city properties in flood hazard areas.

ii. **Repetitive Loss Properties**

There have been no historical claims for flood losses and thus there were no repetitive or severe repetitive loss structures identified to the City.

SECTION 6.0 - CAPABILITIES ASSESSMENT

6.1 REGULATORY MITIGATION CAPABILITIES

Implement a process to ensure mitigation actions identified in the hazard mitigation plan are reviewed as part of the update to the City's Capital Improvement Program, General Plan, and Emergency Operations Plan. Table 6- summarizes the regulatory tools used by the City of Wildomar to further the hazard mitigation goals of this LHMP updated plan.

Table 6 - REGULATORY MITIGATION CAPABILITIES - CITY OF WILDOMAR

Regulatory Tool	Yes/No	Comments
General plan	Yes	Adopted all County Ordinances on July 1, 2008
Zoning Ordinance	Yes	Adopted all County Ordinances on July 1, 2008
Subdivision ordinance	Yes	Adopted all County Ordinances on July 1, 2008
Site plan review requirements	Yes	Adopted all County Ordinances on July 1, 2008
Floodplain ordinance	Yes	
Other special purpose ordinances (stormwater, water conservation, wildfire)	Yes	
Building code	Yes	Effective January 1, 2023, the 2022 California Building Codes and Standards apply to all new projects.
Fire Department ISO rating	Yes	Rating: 3
Erosion or sediment control program	Yes	Adopted all county Ordinances on July 1, 2008. Stormwater Municipal Code Section (Chapter 13.12) was last updated in 2019. Implementing the Jurisdictional Runoff Management Plan (JRMP), in compliance with the San Diego Reginal Water Quality Control Board MS4 permit.
Stormwater management program	Yes	The city of Wildomar Master Drainage Plan, Adopted December 11, 2019
Capital improvements plan	Yes	Adopted August 10, 2022
Economic development plan	Yes	EDP provided information and resources to the community, including information regarding emergencies and City resources available to businesses and the community.
Local emergency operations plan	Yes	Emergency Operations Plan adopted in 2009
Flood Insurance Study or other engineering studies for streams	No	

The City of Wildomar adopted the Riverside County General Plan at the time of Incorporation on July 1, 2008. The new Wildomar General Plan will be completed in 2024. The new Safety Element was updated on October 13, 2021.

Applicable goals from the Safety Element include the following:

Goal 1: 2021 Safety Element (SE-1)

The Safety Element conveys the City of Wildomar's (City's) goals, policies, and actions to minimize the hazards to safety in and around Wildomar. It identifies the natural and human-caused hazards that affect existing and future development and provides guidelines for protecting residents, employees, visitors, and other community members from injury and death. It describes present and expected future conditions and sets policies and standards for improved public safety. The Safety Element also seeks to minimize physical harm to the buildings and infrastructure in and around Wildomar to reduce damage to local economic systems, community services, and ecosystems. Some degree of risk is inevitable because the potential for many disasters cannot be completely eliminated and the ability to predict such disasters is limited. The goal of the Safety Element is to reduce the risk of injury, death, property loss, and other hardships to acceptable levels. One of the fundamental values of the Vision for Wildomar, as adopted by the City Council on April 12, 2017 (via Resolution No. 2017-12), highlights the importance of safety to the people of Wildomar:

The City will continue to maintain and update emergency service plans, including plans for managing emergency operations, handling hazardous materials, and the rapid cleanup of hazardous materials spills. The City currently contracts with the County of Riverside and Cal Fire and participates with all entities under their mutual aid agreements.

The general plan's Hazard Management Element incorporates the 2021 Safety Element of Wildomar's General Plan by reference "to the extent that these original elements apply to the City of Wildomar Planning area."

The City of Wildomar 2021 Safety Element can be viewed on the city website.

These capabilities can be expanded and improved by adopting our own Engineering Standards and Guidelines.

6.2 ADMINISTRATIVE/TECHNICAL MITIGATION CAPABILITIES

The Administrative and Technical capabilities can be expanded and improved researching ideas and funds for a mass notification system for our City and its constituents. Reduce risks through coordination with department managers during the annual review of the LHMP and as the City progresses toward implementation. This coordination would identify information that should be included in future updates. Table 7 identifies the personnel responsible for activities related to mitigation and loss prevention in the City of Wildomar.

Table 7- ADMINISTRATIVE AND TECHNICAL MITIGATION CAPABILITIES - CITY OF WILDOMAR

Personnel Resources	Yes/No	Department/Position
Planner/Engineer with knowledge of land development/land management practices	Yes	Planning Department/Public Works/ Engineering
Engineer/professional training in construction practices related to buildings and/or infrastructure	Yes	Building Department/ Building Officials/inspectors
Engineer with an understanding of natural hazards	Yes	Public Works/ Engineer
Personnel skilled in GIS	Yes	Planning Department, Public Works Code Enforcement, / Engineer, City Planners, Officers
Full-time Building Official	Yes	Building Department/ Building Official
Floodplain Manager	Yes	Public Works/ Public Works Director
Emergency Manager	Yes	Emergency Management Department, Code Enforcement/ Acting Emergency preparedness officer.
Grant writer	Yes	Economic Development/ Grant Writer
GIS Data—Land use	Yes	Planning Department/Planner
GIS Datalinks to Assessor's data	Yes	Planning Department, Public Works Code Enforcement / Engineer, City Planners, Officers
Warning systems/services (Reverse 9-11, outdoor warning signals)	Yes	Economic Development/PIO And Alert RivCo

6.3 FISCAL MITIGATION CAPABILITIES

Fiscal Capabilities can be expanded and improved upon by apply for all grants available to help the City of Wildomar vision of creating a CERT and Teen CERT program.

FEMA Public Assistance Section 406 Mitigation: The Robert T. Stafford Disaster Relief and Emergency Assistance Act provides FEMA the authority to fund the restoration of eligible facilities that have sustained damage due to a presidentially declared disaster. The regulations contain a provision for the consideration of funding additional measures that will enhance a facility's ability to resist similar damage in future events.

Community Development Block Grants: The California Department of Housing and Community Development administers the State's Community Development Block Grant (CDBG) program with funding provided by the U.S. Department of Housing and Urban Development. The program is available to all non-entitlement communities that meet applicable threshold requirements. All projects must meet one of the national objectives of the program – projects must benefit 51 percent low- and moderate-income people, aid in the prevention or clearance of slum and blight or meet an urgent need. Grant funds can generally be used in federally declared disaster areas for CDBG eligible activities including the replacement or repair of infrastructure and housing damaged during, or as a result of, the declared disaster.

Financial Resources	Accessible/Eligible to Use (Yes/No)	Comments
Community Development Block Grants	Yes	Funding Per County Allocation to City
Capital improvements project funding	Yes	
Authority to levy taxes for specific purposes	Yes	With voter Approval
Fees for water, sewer, gas, or electric services	No	
Impact fees for new development	Yes	
Incur debt through general obligation bonds	Yes	With voter Approval
Incur debt through special tax bonds	Yes	With Voter Approval
Incur debt through private activities	No	
Withhold spending in hazard-prone areas	N/A	
Other	N/A	

6.4 MITIGATION OUTREACH AND PARTNERSHIPS

The City of Wildomar has water-responsible and annual fire safety programs at special community events throughout the year. The City of Wildomar doesn't have a Community Emergency Response Team (CERT). The City would like to create a CERT and Teen CERT program that will help prepare community residents and students with the skills to respond to an emergency situation. Continue participating in the annual Great ShakeOut with City staff and possibly expand our training with the local school district.

The City partners with the following Departments:

- County of Riverside Emergency Management Department (EMD)
- Riverside County Emergency Managers Association (RCEMA)
- Riverside County Fire Department / CAL Fire
- Southwest Emergency Management Group
- California Office of Emergency Services (Cal OES)
- RedCross
- Federal Emergency Management Agency (FEMA)
- Riverside County Sheriff's Department
- Neighboring cities (Murrieta, Lake Elsinore, Canyon Lake, and Menifee)
- Riverside County Flood Control and Water Conservation District (RCFC&WCD)

SECTION 7.0 - MITIGATION STRATEGIES

7.1 GOALS AND OBJECTIVES

The City of Wildomar's mitigation goals and objectives are the following:

Goal1: Provide Protection for People's Lives from All Hazards.

Objective 1.1: Provide timely notification and direction to the public of imminent and potential hazards.

Objective 1.2: Protect public health and safety by preparing for, responding to, and recovering from the effects of natural or technological disasters.

Objective 1.3: Improve community transportation corridors to allow for better evacuation routes for the public and better access for emergency responders.

Goal 2: Improve Community and Agency Awareness about Hazards and Associated Vulnerabilities that Threaten Our Communities

Objective 2.1: Increase public awareness about the nature and extent of hazards they are exposed to, where they occur, what is vulnerable, and recommended responses to identified hazards. i.e. both preparedness and response

Objective 2.1.1: Create/continue an outreach program, provide educational resources, and develop and provide training.

Goal 3: Improve the Community's Capability to Mitigate Hazards and Reduce Exposure to Hazard related loss

Objective 3.1: Reduce damage to property from an earthquake event.
3.1.1: Adopt/maintain building codes to meet required earthquake standards.
Objective 3.2: Reduce flood and storm-related losses.
3.2.1: Provide for better collection of data related to severe weather events.
3.2.2: Reduce localized flooding within the City's storm drain systems.
3.2.2.1: Implement better drainage to accommodate heavy rains that cause flooding.
Objective 3.3: Minimize the impact on the City due to reoccurring drought conditions that impact both the groundwater supply and the agricultural industry.
3.3.1: Provide conservation information from Elsinore Valley Municipal Water District to the residents to promote better water management.
Objective 3.4: Minimize the impact on vulnerable populations within the community that may be affected by severe weather-related events, such as long-duration heat waves and winter storms.
3.4.1: Promote community response plans, such as cooling centers, during heat waves.
3.4.2: Promote community response plans during winter storms to assist the vulnerable population.

Goal 4: Provide Protection for Critical Facilities, Utilities, and Services from Hazard Impacts.

Goal 5: Maintain Coordination of Disaster Planning.
Objective 5.1: Coordinate with changing DHS/FEMA needs.

7.2 MITIGATION ACTIONS

Wildomar coordinated with multiple cities and agencies throughout Riverside County in the update of our LHMP Annex. The cooperation and discussions were held at regional meetings, community outreach, and internal meetings which allowed for both “big picture” and “local jurisdiction” views of mitigation needs and possibilities.

The City recognizes hazards and their severity and also assists in determining what mitigation actions are appropriate to lessen or prevent the hazard on a long-term basis. Refer the Chapter 6 - Capability Assessment and Chapter 7 Section 7.1 Goals and Objectives.

Type of Hazard	**2017 LHMP Mitigation Actions**	Lead Department /Jurisdictions	2017 Status	Status as of 2023
FLOOD	Wildomar MDP Lateral C Basin Project No. 7-8-00075 Detention basin located upstream of I-15. Right of way secure in FY 2015-2016.	Riverside County Flood Control & Water Conservation District	Pending – Right of way	Carry over to the 2023 LHMP
FLOOD	Wildomar MDP Lateral C-1 (Billie Ann Road Storm Drain) Stage 1 Project 7-8-00076 Construct 66" RCP in Charles Street from 500' northerly of Refa Street and 84" RCP from 500' southerly of Refa Street, traveling downstream in Refa Street to the existing RCB at Palomar Avenue	City of Wildomar/Riverside County Flood Control & Water Conservation District	Pending	Complete
FLOOD	Lateral C-1 Storm Drain Improvement, Construct approximately 2,000 lineal feet of storm drain system within Refa Street from Palomar Street to Charles Street, then extending southeasterly within Charles Street before terminating at Woshka Lane and approximately 500 lineal feet of storm drain lateral to be constructed within Charles Street from Refa Street to Billie Ann Road.	City of Wildomar	Pending	Carry over to the 2023 LHMP

Type of Hazard	2023 LHMP Mitigation Action	Lead Department/ Jurisdictions	Timeline	Potential Funding
Flood	Wildomar MDP Lateral C Storm Drain (south of I-15) Storm drain from I-15 culvert south to existing Lateral C channel	City of Wildomar/Riverside County Flood Control & Water Conservation District	2023-2028	State and Federal Grants*
Flood	Sedco MDP Line F-2 Storm Drain Storm drain from Lost Rd. south to Sedco MDP Basin	City of Wildomar/Riverside County Flood Control & Water Conservation District	2023-2028	State and Federal Grants*
Flood	Sedco MDP Line G Storm Drain (Stages 1 and 2) Storm Drain from Orange St./Canyon Dr. west to Corydon St.	Riverside County Flood Control & Water Conservation District	2023-2028	State and Federal Grants*
Flood	Wildomar MDP Lateral C Basin Project No. 7-8-00075 Detention basin located upstream of I-15. Right of way secure in FY 2015-2016 (Carry over from the 2017 LHMP)	Riverside County Flood Control & Water Conservation District	2023-2028	State and Federal Grants*
Flood	Murrieta Creek/Wildomar Channel ROW Improvements ROW Acquisition with the Murrieta creek	Riverside County Flood Control & Water Conservation District	2023-2028	State and Federal Grants*
*	Project schedules are contingent upon funding availability. The City will attempt to seek funds for these projects, but schedules shown are subject to change based on available funds, resources to manage and construct, and other competing priorities. Potential funding solutions include RCFC+WCD, City DIF, Measure A, HMGP, and Other Available Grants.			
Earthquake	Require all new developments, Exiting critical facilities, and structures to comply with the most recent California Building Code Seismic design standards (2022)	Building & Development Department	2023-2026	State and Federal Grants**
Earthquake	Training building department staff and officials on Form ATC-20 for post-earthquake building evaluation. The ATC 20 report and addendum, prepared by the Applied Technology council, provide procedures and guidelines for making on-the-spot evaluations and decisions regarding continued use and occupancy of earthquake-damaged buildings	Building & Development Department	2023-2026	State and Federal Grants**
Earthquake	The City of Wildomar will participate in the yearly California Great ShakeOut which will involve an evacuation drill. This will help promote Earthquake saftey at work, home, constuction sites and schools.	Building & EMD Department	2023-Ongoing	State and Federal Grants**
Wildfire	Continue to enforce the City Chapter 8.48 Hazardous vegetation and rubbish abatement program to reduce the impact of a wildfire.	Cal Fire, Community Development and Building Department/ Riverside County Fire	2023-2028	State and Federal Grants**
Wildfire	The City of Wildomar requires all new construction projects in the LRA very high fire severity zone to comply with California Building Code Chapter 7A and the California Fire Code Chapter 49 and Fire Safe Development regulations in Title 14 (T	Cal Fire, Community Development and Building Department/ Riverside County Fire	2018-Ongoing	State and Federal Grants**
Wildfire	The City of Wildomar requires hazardous vegetation and fuels to be managed throughout the city, to reduce fire severity of potential exterior wildfire exposure to buildings and reduce the risk of fire spreading to buildings and required by law and regulations	Cal Fire, Community Development and Building Department/ Riverside County Fire	2018-Ongoing	State and Federal Grants**
**	Potential Funding, General Funds, State and Federal Grants: BRIC, FMA, HMGP, CDFA, CALFIRE, and CCI. Application for grant funds may be influenced by several different factors including, but not limited to, grant applicability, grant eligibility, and available resources to apply for grants. An application for grant funds does not guarantee funding and is dependent upon approval from the grantor.			

7.3 ON-GOING MITIGATIN STRATEGY PROGRAMS

The planning team for the City of Wildomar acknowledges there are areas that need mitigation actions based on the risk assessment. Due to budget constraints, the city can not address all areas immediately and therefore the city prioritizes areas based on available funding.

The City of Wildomar has many ongoing mitigation programs that help create a more disaster-resistant region. The following list highlights those programs identified as Existing Programs in the mitigation strategy spreadsheet. Others are ongoing programs that are currently underfunded. It is the City of Wildomar's priority to find additional funding to sustain these ongoing programs over time.

- Vulnerability assessments of City facilities and infrastructures
- Creating a Citizens Corp
- Vegetation removal of flood channels

7.4 FUTURE MITIGATION STRATEGY PROGRAMS

The City of Wildomar planning team will prioritize specific mitigation tasks for the next 5 years. This list will include an implementation process, funding strategy, responsible agency, and approximate time frame.

Fire:

Require ongoing brush clearance and establish low-fuel landscaping policies to reduce combustible vegetation along the urban/wildland interface boundary. Weed abatement, and minimize hording conditions by utilizing Code Enforcement.

Create a fuel modification plan within high-hazard areas by thinning or clearing combustible vegetation within 100 feet of buildings and structures. The fuel modification zone size may be altered with the addition of fuel-resistant building techniques. The fuel modification zone may be replanted with fire-resistant material for aesthetics and erosion control.

Encourage programs that educate citizens about the threat of human wildfires origin from residential practices such as outdoor barbeques and from highway use such as cigarette littering. Provide public safety education programs through the Community Services Department to reduce accidents, injuries, and fires as well as to train members of the public to respond to emergencies. Implementation Program: The City shall condition the project to comply with Riverside County Fire Department requirements, and work with the California Department of Forestry as well. Continue to create a city CERT Program.

Flood:

Continue to ensure that new construction in floodways and floodplains conforms to all applicable provisions of the National Flood Insurance Program in order to protect buildings and property from flooding.

Utilize the Capital Improvement Program for storm drainage projects and maintenance and improvement of local storm drain systems including channels, pipes, and inlets to ensure the capacity for maximum runoff flows.

Implementation Program through the project review and the CEQA processes the City shall assess new development and reuse applications for potential flood hazards and shall require compliance with FEMA Special Flood Hazard Areas where appropriate.

Seismic:

The City recognizes the importance of addressing secondary seismic hazards and has delineated areas of known and suspected liquefaction hazards. The city has identified mitigation strategies within the safety element to address seismically-Induced Liquefaction, Landslides, and Rockfalls. These strategies are identified in police S-1 of the City's Safety Element

SECTION 8.0 - PLAN IMPLEMENTATION AND MAINTENANCE PROCESS

The City of Wildomar will be monitored by a committee, including the Community Development Department, Office of Emergency Services, Community Services Director, and the Public Works Director. A review will take place at the end of each Fiscal year where the committee will then review any changes necessary.

All updates will be presented in the form of a council report to the city of Wildomar for approval. Our city/agency will monitor and evaluate our LHMP on an annual basis. Over the next 5 years, we will review the LHMP. We will assess, among other things, whether:

- The goals and objectives address current and expected conditions.
- The nature, magnitude, and/or type of risks have changed.
- The current resources are appropriate for implementing the plan.
- There are implementation problems, such as technical, political, legal, or coordination issues with other agencies.
- The outcomes have occurred as expected (a demonstration of progress).
- The agencies and other partners participated as originally proposed.

SECTION 9.0 - INCORPORATION INTO EXISTING PLANNING MECHANISMS

The mitigation measures from the 2017 LHMP have been incorporated into the 2022 LHMP in addition to the 2023/2024 General Plan Update, 2021 Safety Element, Zoning Code update, and Environmental impact report.

The City of Wildomar has incorporated the following Ordinances and Codes into the Hazard Mitigation Plan:

Title 8 – Health and Safety Codes

- Chapter 8.48 – Hazardous Vegetation
- Chapter 8.52 - Hazardous Waste Control
- Chapter 8.112- Underground Tank Systems containing Hazardous Substances
- Chapter 8.28 Fire Code

Title 15 – Building and Construction

- Chapter 15.36 - Housing Code
- Chapter 15.56 - Relocation of Buildings and Structures
- Chapter 15.76 - Earthquake Fault Area Construction Regulations
- Chapter 15.96 - Flood Hazard Area Regulations
- Local Mitigation Plan Review
- Chapter 15.100 - Post-Disaster Safety Assessment
- Chapter 15.104 - Abandoned and Distressed Residential Properties Regulations

Title 16 – Subdivisions

- Chapter 16.32 – Flood Control and Drainage

Title 17 – Zoning Codes

- Chapter 17.04 - City Land Use
- Ordinance 225 – Adopted the 2022 Building Code and amended the following Chapters of the City's Municipal Code: Chapter 8.28 – Fire Code

2022 Building Codes *(Updated Building Code since 2017 LHMP)*

- Chapter 7 Fire and Smoke Protection
- Chapter 9 Fire Protection and Life Safety Systems
- Appendix L

In addition, the City's Capital Improvements Program is intended to integrate the mitigation strategies and actions from this plan and be updated as the implementation of these actions occurs.

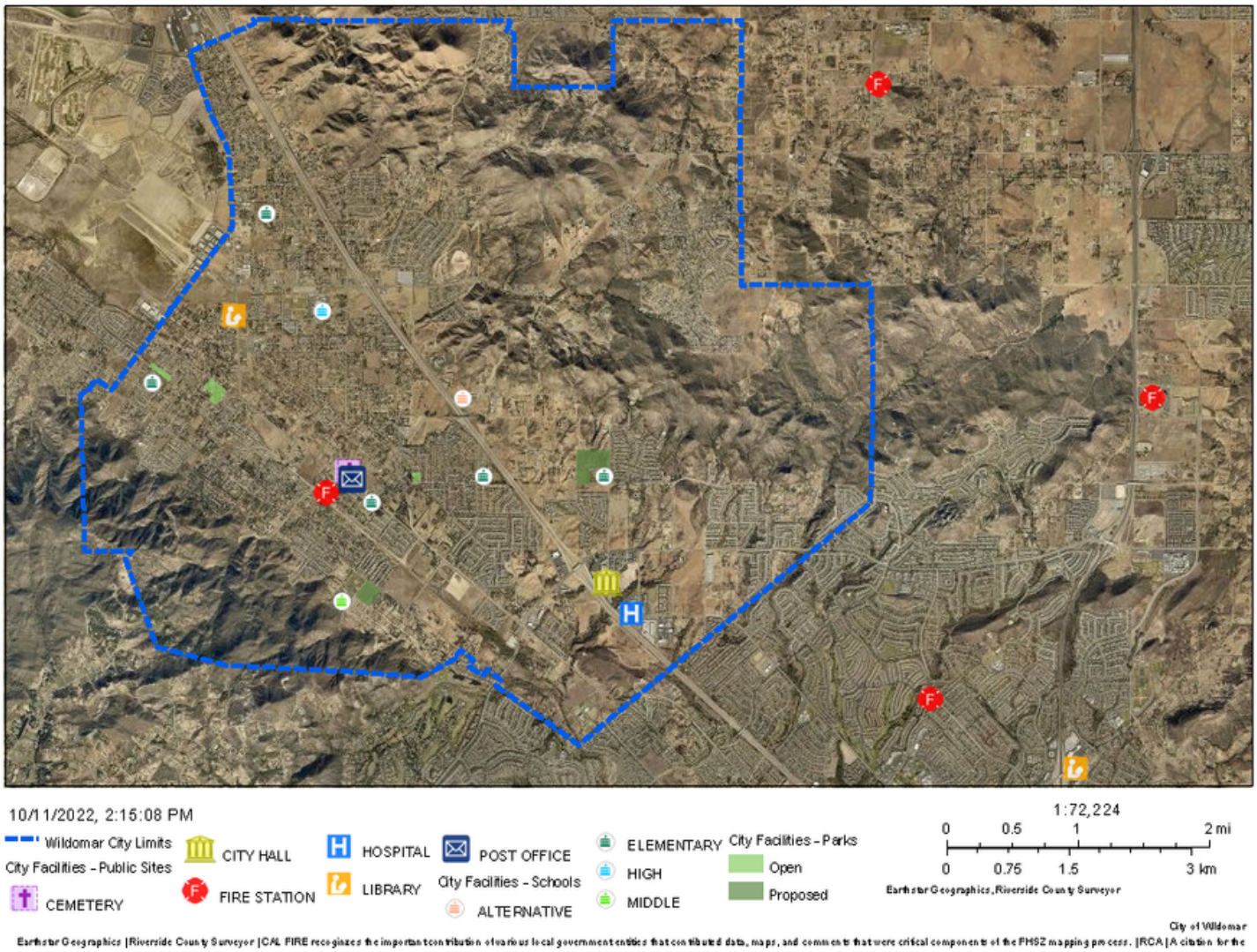
SECTION 10.0 - CONTINUED PUBLIC INVOLVEMENT

After the Scheduled Plan Maintenance Process, we will notify the public of any changes/no changes in the LHMP at the monthly Community Emergency Preparedness meeting following the review. Monthly meetings are posted on the City website and by email to those interested in emergency preparedness.

In addition, the City will announce the annual review of the plan via announcements at City Council Meetings, Service Group Training, planning meetings, and quarterly Operational Area Planning Committee Meetings.

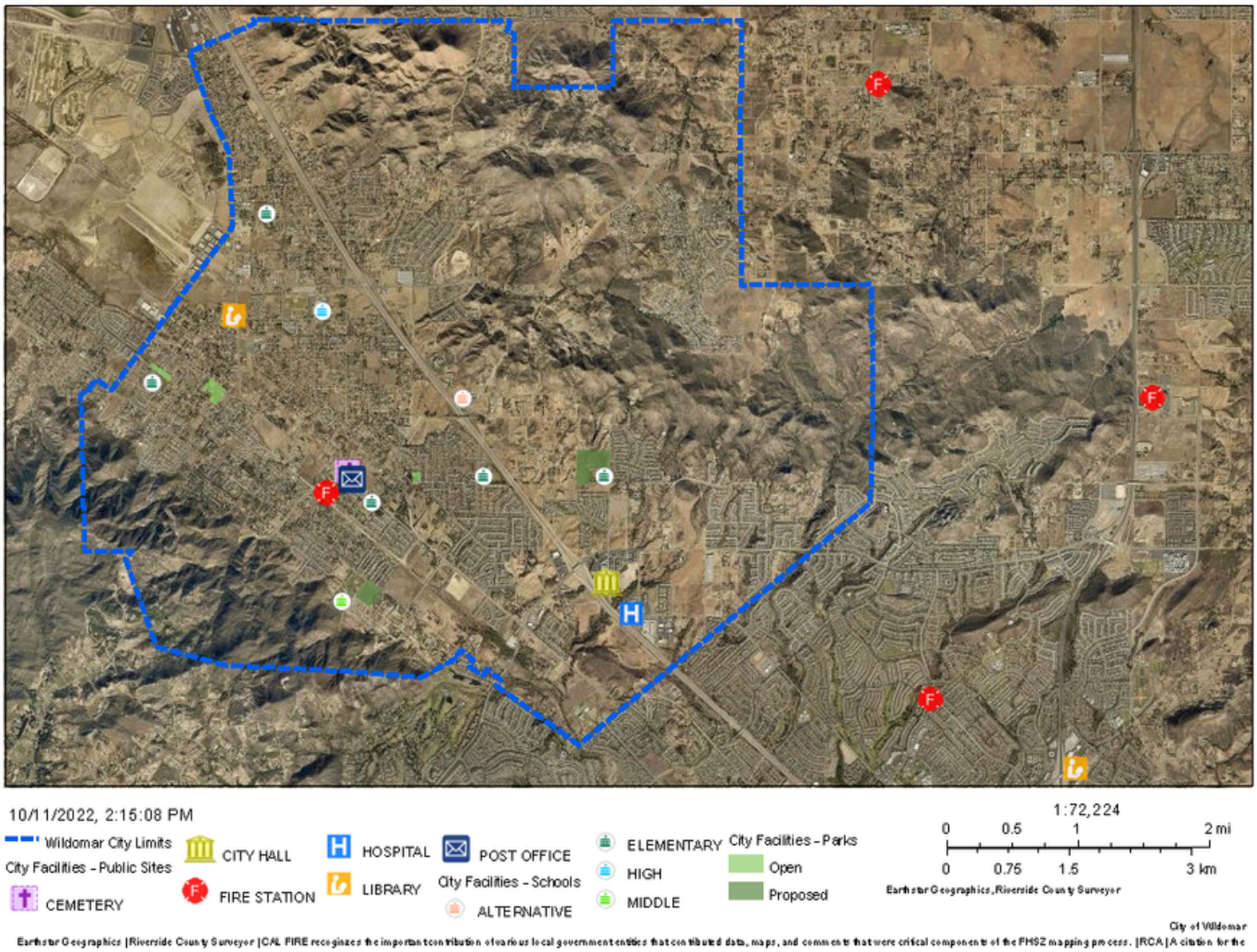
APPENDIX A - PUBLIC NOTICES AND MAPS

City of Wildomar



APPENDIX A - PUBLIC NOTICES AND MAPS

City of Wildomar



Emergency Preparedness Calendar

Emergency Preparedness Calendar

Local Hazard Mitigation Plan >

October 2022

Monthly

Today

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4	5	6	7	8

9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

All times shown in (GMT-08:00) US/Pacific

23873 Clinton Keith Rd., Suite 110 Wildomar, CA 92595

951-677-7751

Government

- City Hall Hours of Operation
- City Budget

Business

- Business Registration
- Bids & RFPs

Residents

- Emergency Preparedness
- Special Events
- Subscribe to Newsletter

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Local Hazard Mitigation Plan

Emergency Preparedness Calendar

Local Hazard Mitigation Plan

Local Hazard Mitigation Plan Update

City of Wildomar LHMP 2012

We want your feedback! The City of Wildomar is updating the City's 2012 Local Hazard Mitigation Plan (LHMP).

The purpose of the LHMP is to identify local hazards, review and assess past disaster occurrences, estimate the probability of future occurrences, and set goals to mitigate potential risks (to reduce or eliminate long-term risk) to people and property from natural and man-made hazards.

Please review the LHMP and comment on anything you believe should be addressed in in the 2017 updated plan.

Comments should be emailed to Daniel Torres, Community And Emergency Services Department at dtorres@cityofwildomar.org

23873 Clinton Keith Rd., Suite 110 Wildomar, CA 92595

951-677-7751

Government

- City Hall Hours of Operation
- City Budget

Business

- Business Registration
- Bids & RFPs

Residents

- Emergency Preparedness
- Special Events
- Subscribe to Newsletter

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Joseph Morabito, Mayor, Dist. 3
Bridgette Moore, Mayor Pro Tem, Dist. 4
Ashlee DePhillippo, Council Member, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Dustin Nigg, Council Member, Dist. 2

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

Date: 12/22/2022

Wildomar's Community Development/Emergency Services Department

Subject:

The City is participating in the 2022 Riverside County Multi-Jurisdictional Local Hazard Mitigation Plan Update. On December 22, 2022, the Wildomar LHMP will be posted for 30 days for public review and comment. The LHMP will be posted on the City's website http://www.cityofwildomar.org/city_services/emergency as well as City Hall's Reception Desk and the City's Library.

You can submit your comments to Codenf@cityofwildomar.org
Please make sure your subject line has "2022 LHMP Update."

If you have any questions, please contact Code Enforcement/Emergency Services Administrative Analyst I, Yvette Magdaleno at 951-677-7751 x 214.

ATTACHMENT B

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

October 31, 2023

Brian MacGavin
Program Director
County of Riverside Emergency Management Department
450 E Alessandro Blvd,
Riverside, CA 92508

Dear Brian MacGavin:

The *County of Riverside Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan 2023* has been amended to include the City of Beaumont, the City of Wildomar, and Rancho California Water District as official planning participants. These jurisdictions must submit an adoption resolution to FEMA in order to be considered fully approved.

FEMA's approval of the *County of Riverside Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan 2023* remains for a period of five years from the original approval date of **April 18, 2023** for all approved participants. An updated list of the status of current participating jurisdictions is enclosed with this letter.

Prior to **April 18, 2028**, Riverside County and all participating jurisdictions are required to review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding.

The continued approval of this plan ensures Riverside County and all participating jurisdictions' continued eligibility for project grants under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program, Building Resilient Infrastructure and Communities Program, and Flood Mitigation Assistance Program. All requests for funding, however, will be evaluated individually according to the specific eligibility, and other requirements of the particular program under which applications are submitted.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Digitally signed by ALISON KEARNS
Date: 2023.10.31 09:07:01 -07'00'

Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosures (2)

Riverside County Annex Review Tool, dated October 31, 2023
Status of Participating Jurisdictions, dated October 31, 2023

cc: Ron Miller, Mitigation Quality Assurance Division Chief, California Governor's Office of Emergency Services
Robyn Fennig, Planning Division Chief, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Status of Participating Jurisdictions as of October 31, 2023

Jurisdictions – Adopted and Approved

#	Jurisdiction	Date of Adoption
1	Riverside County	April 4, 2023
2	City of Moreno Valley	May 16, 2023
3	City of Temecula	July 11, 2023
4	Beaumont Unified School District	September 7, 2023

Jurisdictions – Approvable Pending Adoption

#	Jurisdiction
1	City of Beaumont
2	City of Eastvale
3	City of Jurupa Valley
4	City of Wildomar
5	Rancho California Water District

CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

☑ County of Riverside County Clerk
2724 Gateway Dr.
Riverside, CA 92507

☑ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
951-677-7751, Ext. 213
Contact Person: Robert Flores,
Interim Community Development Director

PROJECT CASE NO:	General Plan Amendment 2025-01
PROJECT APPLICANT/SPONSOR:	City of Wildomar
PROJECT LOCATION:	Citywide
APN(s):	Various
PROJECT DESCRIPTION:	City-initiated, General Plan amendment proposing an update to the Wildomar Safety Element, Chapter 9 of the Wildomar General Plan, to incorporate by reference the 2022 Local Hazard Mitigation Plan into the element. (First update of the Safety Element in 2025)

This is to advise that the City Council of the City of Wildomar acting as the Lead Agency at a noticed public hearing held on [add date] approved the above described Project and determined it to be exempt from further environmental review as described below and in accordance with the requirements contained in the California Environmental Quality Act (CEQA) of 1970, and as further defined in the State Guidelines for the implementation of CEQA, as subsequently amended.

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **Common Sense Exemption** **Section 15061(b)(3) (Common Sense Exemption)**

REASONS TO SUPPORT EXEMPTION FINDINGS: General Plan Amendment 2025-04 and its adopting ordinance involve general policy and procedure making as the amendment simply replaces an outdated version of the Local Hazard Mitigation Plan that is already adopted into the Safety Element. The LHMP is a planning document that identifies potential hazards and outlines strategies to reduce risk; it does not authorize or approve any specific development or physical improvements. As such, the adoption of the LHMP does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment. Any future projects identified in the plan would be subject to separate environmental review, if applicable.

LEAD AGENCY CONTACT: Robert Flores PHONE NUMBER: (951) 677-7751, Ext. 213

_____ _____
Robert Flores,Interim Community Development Director Date

DRAFT

CITY OF WILDOMAR
REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.3
Meeting Date: August 13, 2025

SUBJECT: Adoption of Revised Fire Safety and Prevention Fee Schedule

SUBMITTED BY: Chief Dustin Reed, Battalion Chief

PREPARED BY: Paul Leach, Supervising Fire Marshal

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULE OF USER FEES FOR FIRE SAFETY AND PREVENTION

SUMMARY:
Adoption of Revised Fire Safety and Prevention Fee Schedule

BACKGROUND:
On November 8, 2023, the City Council approved the current Fire Prevention fee schedule for Fire Marshal services. A new fee schedule is being proposed to better reflect the many functions performed by the Office of the Fire Marshal. These revised fees will more accurately align with the City's costs to perform these services. The schedule separates plan check and inspection fees for more transparency. It also offers a more progressive schedule that better considers the size of the structure for a more equitable assessment of fees. The schedule also adds several new fee categories for weed abatement and high-risk business inspections in order to incorporate cost recovery options should these services be administered by the City.

Currently, the City utilizes the Riverside County Temporary Assignment Program (TAP) to provide staff augmentation for weed abatement services. However, this program will be discontinued in 2026. Once the City assumes the full responsibility for weed abatement, the new fees in this schedule will give the City authority to pursue cost recovery.

Although the number of fees is increasing significantly, this does not necessarily mean that customers will pay more. Many of the more common permit fees for smaller structures will decrease slightly. The new fees are dependent on the size and complexity of the structure.

As a courtesy, the Riverside County Building Industry Association (BIA) was sent a draft of the proposed fees on July 14th, and the notice to this public hearing was published on August 1st in the Press-Enterprise.

DISCUSSION:
The Fire Prevention package attached includes the following:

1. A schedule of the fees proposed.

2. A table of the total burdened hourly billing rates.

3. A table with a comparison of select fees between surrounding cities.

Staff are recommending that the resolution be effective January 1st, 2026. Staff are also proposing that the fees be adjusted annually starting
July 1st, 2026, by the average 12-month May-May increase in the Riverside-San Bernardino-Ontario Consumer Price Index, to keep in line with inflation in order to remain cost neutral.

ACCOUNT CODE:
100-0000-3250 for Revenue
100-4715-5XXXX for Expenses

FISCAL IMPACT:
The proposed Fire Prevention fees are presented to recover the annual cost of Fire Prevention services with the goal of achieving full cost recovery. The current budgeted amount for fire permit revenue will be sufficient for FY2025-26 until new services are implemented.

ATTACHMENTS:
Resolution - User Fee Update 8-13-2025
Exhibit A. Proposed Fire Fees Schedule_8.13.25.pdf
Wildomar Fire Fee Presentation.pdf

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULE OF USER FEES FOR FIRE SAFETY AND PREVENTION

WHEREAS, the City has the authority to impose fees, charges, and rates under its police powers under California Constitution Article XI section 7 and pursuant to Article II of Chapter 3.44 of the Wildomar Municipal Code; and,

WHEREAS, Government Code section 66018 applies to the adoption or increase of fees to which a specific statutory notice requirement does not apply; and,

WHEREAS, pursuant to Government Code sections 66016 and 66018 the enactment or increase in any fees to be charged for services must be adopted by the City Council by ordinance or resolution, after providing notice and holding a public hearing; and,

WHEREAS, pursuant to Government Code sections 66016 and 66019, the data required to be made available to the public prior to increasing the amount of the fees by this resolution was made available for public review at least 10 days prior to the date of this meeting; and,

WHEREAS, notice of a public hearing on the new and increased user fees was published in accordance with Government Code sections 66018 and 6062a; and,

WHEREAS, all interested parties that have filed a written request with the City were sent notice of the meeting on new or increased fees or service charges in accordance with Government Code sections 66016; either through mail or email based on their preference in the request, and

WHEREAS, a duly noticed public hearing before the City Council was held on August 13th, 2025 at which public testimony was received and duly considered on the proposed new and increased fees; and,

WHEREAS, pursuant to Government Code sections 66016 and 66019, fees adopted pursuant to those sections shall not take effect until at least sixty (60) days have passed since the final action on the adoption or increase of the fee.

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

1. Finds that the above recitals are true and correct and incorporated herein by reference, and that the user fees established by this resolution reflect the City's actual and reasonable costs of providing the services for which the fees are charged.

2. Adopts the schedule of user fees set forth in Exhibit A attached hereto and incorporated herein by reference, and orders that said schedule of user fees shall go into effect on January 1, 2026.
3. Determines that to the extent that this resolution approves fees that overlap and are inconsistent with previous resolutions setting fees, this resolution supersedes those previous resolutions. This resolution does not supersede any previous resolution setting fees that are not included in Exhibits A to this resolution.
4. Determines that if any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or the fees levied by this Resolution that can be given effect without the invalid provisions.
5. Annual Adjustment. The fee schedule attached hereto as Exhibit A shall be increased on July 1st of each year, beginning on July 1st, 2026, by an amount equal to the average May-May percentage change over the previous fiscal year in the Riverside-San Bernardino-Ontario Consumer Price Index, provided the change is more than zero.

PASSED, APPROVED, AND ADOPTED on the 13th day of August 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Exhibit A.

CITY OF WILDOMAR

PROPOSED FIRE SAFETY & PREVENTION FEES

August 13th, 2025

FIRE PERMITTING		
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR SPRINKLER PERMITS (FSS, FSD, FMS)		
New 13, 13R Fire Sprinkler System plan check (base fee)	$ 662.00	
New 13, 13R Fire Sprinkler System inspection (per sprinkler head)		$ 7.00
New 13D Fire Sprinkler System plan check (base fee)	$ 284.00	
New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)		$ 7.00
TI 13, 13R Fire Sprinkler System plan check (base fee)	$ 473.00	
TI 13, 13R Fire Sprinkler System inspection (per sprinkler head)		$ 7.00
TI 13D Fire Sprinkler System plan check (base fee)	$ 237.00	
TI 13D Fire Sprinkler System inspection (per sprinkler head)		$ 7.00
Construction Reinspection Fee (per hour, 1 hr, min)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR ALARM PERMITS (FAL)		
New Fire Alarm System plan check (base fee)	$ 662.00	
New Fire Alarm System inspection (per initiating or notification device)		$ 7.00
TI Fire Alarm System Plan Check (base fee)	$ 473.00	
TI Fire Alarm System Inspection (per initiating or notification device)		$ 7.00
Monitoring Only Plan Check (or Communicator upgrade per unit)	$ 189.00	
Monitoring Only Inspection (or Communicator upgrade per unit)		$ 189.00
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

FIRE PERMITTING		
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR WATER SYSTEM PERMITS (FWT)		
Underground plan check (per connection ie hydrant and/or riser)	$ 284.00	
Underground inspection (per connection ie hydrant and/or riser)		$ 378.00
Fire Pump plan check	$ 567.00	
Fire Pump inspection		$ 473.00
Aboveground Temporary Tank plan check	$ 284.00	
Aboveground Temporary Tank inspection		$ 284.00
Emergency Underground Repair plan check	$ 284.00	
Emergency Underground Repair inspection		$ 567.00
Standpipes/Hose valves plan check	$ 284.00	
Standpipes/Hose valves inspection		$ 378.00
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR PROTECTION SYSTEMS PERMITS (FPS)		
Special Extinguishing System plan check	$ 520.00	
Special Extinguishing System inspection		$ 284.00
Hood and Duct Extinguishing System plan check (per system)	$ 284.00	
Hood and Duct Extinguishing System inspection (per system)		$ 284.00
Smoke Control - Rationale Analysis and Plan Review	$ 1,323.00	
Smoke Control System inspection		$ 1,134.00
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

FIRE PERMITTING		
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR OTHER SYSTEMS PERMITS (FOS)		
Industrial Oven plan check (per oven)	$ 378.00	
Industrial Oven inspection (per oven)		$ 378.00
Dust Collection System plan check	$ 378.00	
Dust Collection System inspection		$ 378.00
Battery System plan check (Commercial)	$ 378.00	
Battery System inspection (Commercial)		$ 378.00
Refrigeration System < 500 lbs. plan check	$ 567.00	
Refrigeration System < 500 lbs. inspection		$ 284.00
Refrigeration System ≥ 500 lbs. plan check	$ 945.00	
Refrigeration System ≥ 500 lbs. inspection		$ 567.00
Spray Booths (per booth) plan check	$ 284.00	
Spray Booths (per booth) inspection		$ 189.00
Gas Systems (Med Gas, Industrial Gas, LPG) plan check	$ 567.00	
Gas Systems (Med Gas, Industrial Gas, LPG) inspection		$ 378.00
Emergency Responder Radio Coverage plan check	$ 756.00	
Emergency Responder Radio Coverage inspection		$ 756.00
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

FIRE PERMITTING		
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR ACCESS & WATER REVIEWS (FAW, FPP)		
Access and Water Supply plan check	$ 189.00	
Access and Water Supply inspection		$ 378.00
Fuel Modification Plan check	$ 378.00	
Fuel Modification inspection		$ 189.00
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)	$ 378.00	
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR HAZ MAT PERMITS (FHM)		
Haz-Mat Chem Class <10 Chemicals plan check	$ 284.00	
Haz-Mat Chem Class<10 Chemicals inspection		$ 189.00
Haz-Mat Chem Class 10 - 25 Chemicals plan check	$ 473.00	
Haz-Mat Chem Class 10 - 25 Chemicals inspection		$ 284.00
Haz-Mat Chem Class 26 - 100 Chemicals plan check	$ 756.00	
Haz-Mat Chem Class 26 - 100 Chemicals inspection		$ 473.00
Haz-Mat Chem Class >100 Chemicals plan check	$ 1,040.00	
Haz-Mat Chem Class >100 Chemicals inspection		$ 662.00
Underground Storage Tanks plan check (per tank) Installation or Removal	$ 426.00	
Underground Storage Tanks inspection (per tank) Installation or Removal		$ 189.00
Aboveground Storage Tanks plan check (per tank) Installation or Removal	$ 426.00	
Aboveground Storage Tanks inspection (per tank) Installation or Removal		$ 189.00
Alterations to gas stations plan check (no tank alterations)	$ 284.00	
Alterations to gas stations inspection (no tank alterations)		$ 189.00

FIRE PERMITTING		
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00
DESCRIPTION	**Plan Check**	**Inspection**
FIRE FEES FOR HIGH PILE STORAGE PERMITS (FHP)		
High Pile Storage <12,000 sq. ft. PC	$ 378.00	
High Pile Storage <12,000 sq. ft. Insp		$ 378.00
High Pile Storage 12,001 - 50,000 sq. ft. PC	$ 756.00	
High Pile Storage 12,001 - 50,000 sq. ft. Insp		$ 756.00
High Pile Storage 50,001 - 100,000 sq. ft.	$ 1,134.00	
High Pile Storage 50,001 - 100,000 sq. ft. Insp		$ 1,134.00
High Pile Storage > 100,000 sq. ft. PC	$ 1,512.00	
High Pile Storage > 100,000 sq. ft. Insp		$ 1,512.00
Construction Reinspection Fee (per hour)		$ 189.00
Alternate methods and materials (initial - 4 hrs. min.)	$ 756.00	
Additional Alternate methods and materials Plan Review (per hour)	$ 189.00	
Consultant Fire Plan Review (actual consultant fee +20%)	Actual Consultant fee + 20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00
Work without Permit (PENALTY)		$ 378.00

FIRE PERMITTING		
DESCRIPTION	**Plan Check**	**Inspection**
MISCELLANEOUS FIRE FEES		
Plan Review (per hour) for items not identified on fee schedule	$ 189.00	
Inspection (per hour) for items not identified on fee schedule		$ 189.00
False Alarm - Commercial		$ 378.00
Fire Fees for Weed Abatment		
Weed Abatement - inspection fees apply for weed abatement performed under Riverside County Contract		$ 189.00
Weed Abatement Administrative Fee - Charged if property is sent to contractor for forced abatement		$ 378.00
Weed Abatement Cost Recovery - Charged for contractor abatement		actual cost of weed abatement per contractor/contract
Fire Fees for Tumbleweed Abatement		
Weed Abatement - inspection fees apply for weed abatement performed under Riverside County Contract		$ 189.00
Weed Abatement Administrative Fee - Charged if property is sent to contractor for forced abatement		$ 378.00
Weed Abatement Cost Recovery - Charged for contractor abatement		actual cost of weed abatement per contractor/contract

FIRE PERMITTING		
PROPOSED HOURLY RATE (OFFICE OF THE FIRE MARSHAL)		
HOURS	RATE	TOTAL
1	$ 189	$ 189
1.5	$ 189	$ 284
2	$ 189	$ 378
2.5	$ 189	$ 473
3	$ 189	$ 567
3.5	$ 189	$ 662
4	$ 189	$ 756
4.5	$ 189	$ 851
5	$ 189	$ 945
5.5	$ 189	$ 1,040
6	$ 189	$ 1,134
6.5	$ 189	$ 1,229
7	$ 189	$ 1,323
7.5	$ 189	$ 1,418
8	$ 189	$ 1,512
8.5	$ 189	$ 1,607
9	$ 189	$ 1,701
9.5	$ 189	$ 1,796
10	$ 189	$ 1,890

FIRE BUILDING PERMIT FEES		
FIRE FEES FOR NEW CONST. & TI'S (BFC & BRC)	Plan Check	Inspection
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable (same fees as shell buildings)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 237.00	
2,000 - 4,999 sq. ft.		$ 237.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 473.00	
25,000 - 49,999 sq. ft.		$ 473.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier (50,000-100,000)	$473 + $9 per 1,000 SF	
50,000 or > to be charged by base fee plus a sq. ft. multiplier > 100,000)		$473 + $9 per 1,000 SF
DESCRIPTION	Plan Check	Inspection
Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R , or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 237.00	
2,000 - 4,999 sq. ft.		$ 237.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 473.00	
25,000 - 49,999 sq. ft.		$ 473.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier (50,000-100,000)	$473 + $9 per 1,000 SF	
50,000 or > to be charged by base fee plus a sq. ft. multiplier > 100,000)		$473 + $9 per 1,000 SF
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.		
0 - 1999 sq. ft.	$ 237.00	
0 - 1999 sq. ft.		$ 237.00
2,000 - 4,999 sq. ft.	$ 378.00	
2,000 - 4,999 sq. ft.		$ 378.00
5,000 - 9,999 sq. ft.	$ 520.00	
5,000 - 9,999 sq. ft.		$ 520.00
10,000 - 24,999 sq. ft.	$ 662.00	
10,000 - 24,999 sq. ft.		$ 662.00
25,000 - 49,999 sq. ft.	$ 804.00	
25,000 - 49,999 sq. ft.		$ 804.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier (50,000-100,000)	$803 + $9 per 1,000 SF	
50,000 or > to be charged by base fee plus a sq. ft. multiplier > 100,000)		$803 + $9 per 1,000 SF

FIRE BUILDING PERMIT FEES		
DESCRIPTION	**Plan Check**	**Inspection**
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 237.00	
2,000 - 4,999 sq. ft.		$ 237.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 473.00	
25,000 - 49,999 sq. ft.		$ 473.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier (50,000-100,000)	$450 + $9 per 1,000 SF	
50,000 or > to be charged by base fee plus a sq. ft. multiplier > 100,000)		$450 + $9 per 1,000 SF
DESCRIPTION	**Plan Check**	**Inspection**
Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.)		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 237.00	
2,000 - 4,999 sq. ft.		$ 237.00
5,000 - 9,999 sq. ft.	$ 284.00	
5,000 - 9,999 sq. ft.		$ 284.00
10,000 - 24,999 sq. ft.	$ 378.00	
10,000 - 24,999 sq. ft.		$ 378.00
25,000 - 49,999 sq. ft.	$ 473.00	
25,000 - 49,999 sq. ft.		$ 473.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier (50,000-100,000)	$473+ $9 per 1,000 SF	
50,000 or > to be charged by base fee plus a sq. ft. multiplier > 100,000)		$473 + $9 per 1,000 SF
Tenant Improvement - Hazardous Use (Remodeled space for non-residential occupancies classified as CBC Group H.		
0 - 1999 sq. ft.	$ 189.00	
0 - 1999 sq. ft.		$ 189.00
2,000 - 4,999 sq. ft.	$ 284.00	
2,000 - 4,999 sq. ft.		$ 284.00
5,000 - 9,999 sq. ft.	$ 426.00	
5,000 - 9,999 sq. ft.		$ 426.00
10,000 - 24,999 sq. ft.	$ 567.00	
10,000 - 24,999 sq. ft.		$ 567.00
25,000 - 49,999 sq. ft.	$ 709.00	
25,000 - 49,999 sq. ft.		$ 709.00
50,000 or > to be charged by base fee plus a sq. ft. multiplier (50,000-100,000)	$709 + $14 per 1,000 SF	
50,000 or > to be charged by base fee plus a sq. ft. multiplier > 100,000)		$709 + $14 per 1,000 SF

FIRE BUILDING PERMIT FEES		
SOLAR / PHOTOVOLTAIC (BON / BFR / BRC)		
Solar Photovoltaic Systems (Residential) over 20 kW	$ 189.00	
Solar Photovoltaic Systems (Residential) over 20 kW		$ 189.00
Solar Photovoltaic Systems (Commercial)	$ 378.00	
Solar Photovoltaic Systems (Commercial)		$ 378.00
GENERATOR / CELL SITES		
Generator/ Cell Site	$ 189.00	
Generator/ Cell Site		$ 284.00
ADDITIONAL FIRE FEES FOR BFC / BFR / BON		
Consultant Fire Plan Review (actual consultant fee +20%)	actual consultant fee +20%	
Misc./Over the Counter/ Revisions (per hour)	$ 189.00	
3rd review and subsequent submittals (per hour)	$ 189.00	
Expedited / Overtime Plan Review (per hour)	$ 284.00	
Expedited / Overtime Inspection (per hour)		$ 284.00

FIRE - PLANNING RECORDS		
DESCRIPTION	PLAN CHECK	INSPECTION
Annexation Fee	$ 189.00	
Conditional Use Permit	$ 567.00	
Conditional Use Permit Amendment	$ 567.00	
Conditional Use Permit - Sexually Oriented Business	$ 567.00	
Design Review	$ 567.00	
Design Review Amendment	$ 567.00	
Development Agreements	Actual Costs Hourly	
EIR- Administrative Charge	Actual Costs Hourly	
Environmental Assessment	Actual Costs Hourly	
Extension of Time, CUP, Design Review	Actual Costs Hourly	
Final Parcel Map	Actual Cost Hourly	
Final Tract Map (First 50 Lots)	Actual Cost Hourly	
Final tract Map (51 + lots)	Actual Cost Hourly	
General Plan Amendment (Land Use)	Actual Costs Hourly	
General Plan Amendment (Policy)	Actual Costs Hourly	
Landscape Review	Actual Cost Hourly	
Lot Line Adjustment (with existing building)	Actual Cost Hourly	
Minor Modification of an Application	Actual Cost Hourly	
Pre-Application Review (PAC)	$ 567.00	
Site Plan Review	$ 567.00	
Specific Plan	Actual Cost Hourly	
Specific Plan Amendment	Actual Cost Hourly	
Temporary Use Permits - Minor	$ 189.00	
Temporary Use Permits - Major	$ 378.00	
Tentative Map Time Extension	Actual Cost Hourly	
Tentative Parcel Map	$ 567.00	
Tentaive Tract Map (Less than 50 lots)	$ 567.00	
Tentaive Tract Map (50 lots or more)	$ 567.00	
Tentative Tract Map Condition Monitoring	Actual Cost Hourly	
Unit Phasing Map	Actual Cost Hourly	
Variance	Actual Cost Hourly	
Zone Change	Actual Cost hourly	
Cannabis Retailer Conditional Use Permit (CUP)	$ 567.00	
Cannabis Cultivation, Manufacturing and Testing Laboratory Facilities Conditional Use Permit (CUP)	$ 567.00	
Cannabis Microbusiness Conditional Use Permit (CUP)	$ 567.00	
Annexation Process and Environmental Review, Deposit	$ 189.00	
Conditional Use Permit	$ 567.00	
Conditional Use Permit: Admin & Existing Structure	$ 378.00	
Conditional Use Permit: Amended CUP/Substantial Conformance	$ 189.00	
Custom Home Review	$ 378.00	
Development Agreement, Deposit	Actual Costs	
Development Agreement Amendment, Deposit	Actual Costs	
EIR Report Preparation, Deposit	Actual Costs	
Extension of Time	Actual Costs	
General Plan Amendment, Deposit	Actual Costs	
Home Occupation Permit	$ 189.00	
Phasing Map	$ 189.00	

FIRE - PLANNING RECORDS		
DESCRIPTION	**PLAN CHECK**	**INSPECTION**
Plot Plan		
With hearing	$ 567.00	
Without hearing (notice)	$ 567.00	
Without hearing (no notice)	$ 567.00	
Amended plot plan/substantial conformance	$ 189.00	
Administrative (Includes second units)	$ 189.00	
Pre-application Review	$ 567.00	
Specific Plan, Deposit	Actual Cost	
Specific Plan Amendment, Deposit	Actual Cost	
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary	$ 189.00	
DESCRIPTION	**PLAN CHECK**	**INSPECTION**
Tentative Parcel Map		
Residential	$ 567.00	
Commercial	$ 567.00	
Tentative Tract or Condo Map	$ 567.00	
Tentative Tract or Parcel Map Revised	$ 567.00	
Precise Grading plan review, per sheet	$ 284.00	
Water/Sewer plan review, per sheet	$ 284.00	
3rd review and subsequential submittals (per hour)	$ 189.00	

FIRE REOCCURRING INSPECTIONS		
DESCRIPTION	**New Plan Check**	**New Inspection**
FIRE FEES FOR INSPECTIONS (FIN)		
Residential Care Facility Pre-inspection (6 or less)		$ 189.00
Residential Day Care Facility 8-14 Fire Clearance		$ 189.00
Special Event WITH tents and/or canopies >400 sq. ft.		$ 378.00
Special Event with NO tents and/or canopies		$ 189.00
Carnivals and Fairs		$ 378.00
Explosives or Blasting Agents, use, dispose		$ 378.00
Firework Displays		$ 1,134.00
Complaints (not on fee schedule but is documented under this record type)		$ -
Fire Clearances (not on fee schedule but is documented under this record type for hospital, res. care facility 850 fire clearance, etc)		$ 189.00
Hydrant/Control Valve Flow Test		$ 284.00
Fire Standby (per hour - During work hours)		$ 189.00
Fire Standby (per hour - During off work hours OVERTIME)		$ 284.00
Miscellaneous Inspection (uses 1 hour of the hourly rate fee)		$ 189.00
DESCRIPTION	**New Plan Check**	**New Inspection**
FIRE FEES FOR BUSINESS ANNUALS (FIRE # FBP)		
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures <20,000 sq. ft.		$ 284.00
A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures ≥20,000 sq. ft.		$ 567.00
A-2 occupancies: Assembly uses intended for food and/or drink consumption <10,000 sq. ft.		$ 189.00
A-2 occupancies: Assembly uses intended for food and/or drink consumption ≥ 10,000 sq. ft.		$ 284.00
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies <20,000 sq. ft.		$ 284.00
A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies ≥20,000 sq. ft.		$ 567.00
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating <20,000 sq. ft.		$ 284.00
A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating ≥20,000 sq. ft.		$ 567.00
A-5 occupancies: Assembly uses intended for participation in or viewing outdoor activities.		$ 284.00
B,F,M or S Occupancies < 3,600 Square Feet		$ 189.00
B,F,M or S Occupancies 3,601 - 50,000 Square Feet		$ 378.00
B,F,M or S Occupancies 50,001 - 350,000 sq. ft.		$ 567.00
B,F,M or S Occupancies > 350,000 sq. ft.		$ 1,134.00
H or L Occupancy		$ 567.00
2nd Re-Inspection Penalty (Penalty of $189+ reinspection fee $189= $378)		$ 378.00
3rd + Re-inspection Penalty (Penalty of $200 + reinspection fee $300 = $500)		$ 500.00
Work without Permit (PENALTY)		$ 378.00

FIRE REOCCURRING INSPECTIONS		
DESCRIPTION	**New Plan Check**	**New Inspection**
FIRE FEES FOR MULTI FAMILY ANNUALS (FIRE # FMF)		
R-1 Occupancy (i.e. hotels, motels) ≤25 units		$ 567.00
R-1 Occupancy (i.e. hotels, motels) 26-50 units		$ 709.00
R-1 Occupancy (i.e. hotels, motels) 51-75 units		$ 851.00
R-1 Occupancy (i.e. hotels, motels) 76-100 units		$ 993.00
R-1 Occupancy (i.e. hotels, motels) >100 units		$ 1,134.00
R-2 Occupancy (i.e. Res Permanent 3+) per unit		$ 48.00
Care Facility Residential State Licensed - 6 or less Pre-inspection Fee		$ 189.00
Care Facility Commercial 0-50 State Licensed		$ 378.00
Care Facility Commercial 51-99 State Licensed		$ 473.00
Care Facility Commercial 100-150 State Licensed		$ 567.00
Care Facility Commercial ≥ 151 State Licensed		$ 756.00
2nd Re-Inspection Penalty (Penalty of $189+ reinspection fee $189= $378)		$ 378.00
3rd + Re-inspection Penalty (Penalty of $200 + reinspection fee $300 = $500)		$ 500.00
Work without Permit (PENALTY)		$ 378.00
DESCRIPTION	**New Plan Check**	**New Inspection**
FIRE FEES FOR STATE MANDATES ANNUALS (FIRE # FSM)		
E Occupancy (Schools) <10,000 sq. ft.		$ 284.00
E Occupancy (Schools) ≥ 10,000 sq. ft.		$ 756.00
Hospitals <10,000 S.F.		$ 284.00
Hospitals ≥ 10,000 S.F.		$ 756.00
Skilled Nursing < 10,000 S.F.		$ 284.00
Skilled Nursing ≥ 10,000 S.F.		$ 756.00
Jail <10,000 S.F.		$ 284.00
Jail ≥ 10,000 S.F.		$ 756.00
High-Rise 75' or more		$ 1,134.00
Day Care Facilities Residential 8-14 Fire Clearance		$ 189.00
Day Care Facilities Commercial 0-50		$ 189.00
Day Care Facilities Commercial 51-100		$ 378.00
Day Care Facilities Commercial 101-150		$ 430.00
Day Care Facilities Commercial >150		$ 473.00
2nd Re-Inspection Penalty (Penalty of $189+ reinspection fee $189= $378)		$ 378.00
3rd + Re-inspection Penalty (Penalty of $200 + reinspection fee $300 = $500)		$ 500.00
Work without Permit (PENALTY)		$ 378.00

FIRE REOCCURRING INSPECTIONS		
DESCRIPTION		**Operational Fee**
FIRE CODE PERMITS (CFC OPERATIONAL PERMITS)		
Additive Manufacturing (3D Printing)		$ 189.00
Aerosol Products Level 2 & 3		$ 95.00
Amusement Buildings (Special Amusement Buildings)		$ 284.00
Carnivals and Fairs		$ 95.00
Cellulose Nitrate		$ 95.00
Combustible Dust Producing & Operations		$ 189.00
Combustible Fibers		$ 189.00
Compressed Gases		$ 189.00
Covered and Uncovered Mall Buildings		$ 284.00
Cryogenic Fluids		$ 189.00
Cutting and Welding		$ 95.00
Dry Cleaning Plants 1-2 units		$ 95.00
Dry Cleaning Plants > 2 units		$ 284.00
Energy Storage System		$ 378.00
Exhibits and trade Shows		$ 189.00
Explosives		$ 189.00
Hydrant/Control Valve Flow Test		$ 189.00
Flammable/Combustible Liquids Inside ≥60 Gal.		$ 189.00
Flammable/Combustible Liquids Inside <60 Gal.		$ 95.00
Flammable/Combustible Liquid Outside/Aboveground tank (per tank)		$ 142.00
Flammable/Combustible Liquid Underground Tanks (per tank)		$ 142.00
Fruit and Crop Ripening		$ 142.00
Hazardous Materials		$ 189.00
Hazardous Production Materials		$ 189.00
High-Piled Combustible Stock <12,000 sq. ft.		$ 189.00
High-Piled Combustible Stock 12,000 - 100,000 sq. ft.		$ 473.00
High-Piled Combustible Stock >100,000 sq. ft.		$ 756.00
Hot Work Operations		$ 95.00
Industrial Ovens/Drying		$ 189.00
Lumber yards and woodworking plants		$ 378.00
Liquid or Gas Filled Vehicles in Assemblies		$ 189.00
Liquefied Petroleum Gases		$ 95.00
Magnesium		$ 95.00
Miscellaneous Combustible Storage		$ 189.00
Mobile Fueling of Hydrogen Fueled Vehicles		$ 189.00
Motor vehicle Fuel Dispensing Facilities		$ 189.00
Open Flame and/ or Candles in Assembly Occupancies		$ 95.00
Organic Coatings		$ 189.00
Places of Assembly		$ 189.00

FIRE REOCCURRING INSPECTIONS		
Plant Extraction Systems		$ 189.00
Pyrotechnical Special Effects		$ 756.00
Pyroxylin plastics		$ 189.00
Refrigeration Equipment <500 lbs.		$ 189.00
Refrigeration Equipment ≥500 lbs.		$ 378.00
Repair Garages and Motor Fuel Dispensing Facitlies		$ 189.00
Spray Booths/ Dipping Operations		$ 189.00
Storage of Tires		$ 189.00
Tire Rebuilding Plants		$ 189.00
Waste Handling		$ 95.00
Wood products		$ 95.00
Lithium Batteries		$ 189.00

	Current City of Wildomar		Proposed City of Wildomar		Current Menifee		City of Temecula		City of Corona	
FIRE FEES FOR NEW CONST. & TI'S (BFC & BRC)	Plan Check	Inspection	Plan Check	Inspection	Plan Check	Inspection	Plan Check	Inspection	Plan Check	Inspection
0 - 1999 sq. ft. (size of building)	See below for all buildings up to 50,000 sqft		$189.00		$240.00		$271.44		Not Listed	
0 - 1999 sq. ft.				$189.00		$227.11		$331.76		
2,000 - 4,999 sq. ft.			$237.00		$300.13		$678.60			
2,000 - 4,999 sq. ft.				$237.00		$283.89		$829.40		
5,000 - 9,999 sq. ft.			$284.00		$360.15		$861.53			
5,000 - 9,999 sq. ft.				$284.00		$340.67		$1,052.96		
10,000 - 24,999 sq. ft.			$378.00		$420.18		$1,303.20			
10,000 - 24,999 sq. ft.				$378.00		$397.45		$1,592.80		
25,000 - 49,999 sq. ft.			$473.00		$540.23		$1,576.80			
25,000 - 49,999 sq. ft.	$1,112 for both			$473.00		$511.00		$1,927.20		
New 13D Fire Sprinkler System plan check (base fee)	$396 for both		$284.00		$360.15		$730.00		$475.00	
New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)				$7.00		$9.08		$577.00		$615.00
New 13, 13R Fire Sprinkler System plan check (base fee)	$755-$1,052		$662.00		$240.00-$720.00		$730-$1,283+		$475-$595+	
New 13, 13R Fire Sprinkler System inspection (per sprinkler head)	for both			$7.00		$9.08		$577-1132+		$615-$860
New Fire Alarm System plan check (base fee)	$755-1052.00		$662.00		$720.30		$513-$1,285+		$540+$7.00	
New Fire Alarm System inspection (per initiating or notification device)	for both			$7.00		$9.08		$684.00-$1,513+		$470+$7.00
TI Fire Alarm System Plan Check (base fee)	Not Listed		$2.50	$473.00						
TI Fire Alarm System Inspection (per initiating or notification device)					$7.00					
Underground plan check (per connection ie hydrant and/or riser)	$814.00 for both		$284.00		$408.17		$910.00		$350.00	
Underground inspection (per connection ie hydrant and/or riser)				$378.00		$579.14		$837.00		$420.00
Hood and Duct Extinguishing System plan check (per system)	$516.00 for both		$284.00		$240.10		$606.00		$240.00	
Hood and Duct Extinguishing System inspection (per system)				$284.00		$340.67		$555.00		$360.00
Battery System plan check (Commercial)	Not Listed		$378.00		$583.00		Not Listed		Not Listed	
Battery System inspection (Commercial)				$378.00		$221.00				
Solar Photovoltaic Systems (Commercial)	Not Listed		$378.00		$233.00					
Solar Photovoltaic Systems (Commercial)				$378.00		$221.00				

Public Hearing for Proposed Fire Safety Fee Schedule

- August 13th, 2025

Paul Leach – Fire Marshal

Wildomar
Office of the Fire Marshal

❖ **Purpose of proposed Fire Fee Schedule**

- Create a fee schedule that is progressive, based on the size of the business/project.
- Aim to capture fees that are not currently accounted for.
- More closely align with neighboring jurisdictions in terms of the workflow/fee process.
- Properly fund the Fire Prevention program now and in the future.

Wildomar Office of the Fire Marshal

The current Fire Fee schedule was structured from a 2018 study and has some outdated items, such as:

- A single fee being charged for multiple undefined functions.
- Several planning/permitting functions and permit types without defined fees.
- Scaling of projects not properly accounted for in many areas.
- Annual Business Inspections/permit fees undefined.

Proposed City of Wildomar Office of the Fire Marshal

- ***The proposed fee schedule will*:**

- **Reflect the actual workflow of the Office of the Fire Marshal.**
- **Account for many of the various types of planning cases, plan reviews, inspections that are conducted on a daily basis.**
- **Incorporate fees into the current fee schedule for Annual Business Inspections.**
- **Provide proper scaling of fees based on the scale of work involved. Fees become more reasonable and fair across the board for smaller businesses and larger projects.**

Fire Fee Comparison

Fee Comparison	Current Wildomar		Proposed Wildomar		City of Menifee		City of Temecula		City of Corona	
FIRE FEES FOR NEW CONST. & TI'S (BFC & BRC)	Plan Check	Inspection	Plan Check	Inspection	Plan Check	Inspection	Plan Check	Inspection	Plan Check	Inspection
0 - 1999 sq. ft. (size of building)	$1,112 Up to 50,000sqft		$189.00		$240.00		$271.44		Not Listed	
0 - 1999 sq. ft.				$189.00		$227.11		$331.76		
2,000 - 4,999 sq. ft.			$237.00		$300.13		$678.60			
2,000 - 4,999 sq. ft.				$237.00		$283.89		$829.40		
5,000 - 9,999 sq. ft.			$284.00		$360.15		$861.53			
5,000 - 9,999 sq. ft.				$284.00		$340.67		$1,052.96		
10,000 - 24,999 sq. ft.			$378.00		$420.18		$1,303.20			
10,000 - 24,999 sq. ft.				$378.00		$397.45		$1,592.80		
25,000 - 49,999 sq. ft.			$473.00		$540.23		$1,576.80			
25,000 - 49,999 sq. ft.				$473.00		$511.00		$1,927.20		
New 13D Fire Sprinkler System plan check (base fee)	$396 for Both		$284.00		$360.15		$730.00		$475.00	
New 13D Fire Sprinkler System inspection (per sprinkler head) (each separate plan type)				$7.00		$9.08		$577.00		$615.00
New 13, 13R Fire Sprinkler System plan check (base fee)	$755-$1,052 for Both		$662.00		$240-$720		$730-$1,283+		$475-$595+	
New 13, 13R Fire Sprinkler System inspection (per sprinkler head)				$7.00		$9.08	$577-1132+			$615-$860
New Fire Alarm System plan check (base fee)	$755-1,351 for Both		$662.00		$720.30		$513-$1,285+		$540+$7.00	
New Fire Alarm System inspection (per initiating or notification device)				$7.00		$9.08	$684-$1,513+			$470+$7.00
TI Fire Alarm System Plan Check (base fee)	$755-1,351 for Both		$2.50	$473.00						
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Hood and Duct Extinguishing System plan check (per system)	$516 for Both		$284.00		$240.10		$606.00		$240.00	
Hood and Duct Extinguishing System inspection (per system)				$284.00		$340.67		$555.00		$360.00
Battery System plan check (Commercial)	Not Specified		$378.00		$583.00		Not Listed		Not Listed	
Battery System inspection (Commercial)				$378.00		$221.00				
Solar Photovoltaic Systems (Commercial)	Not Specified		$378.00		$233.00		Not Listed		Not Listed	
Solar Photovoltaic Systems (Commercial)				$378.00		$221.00				

Fire Fee Schedule Comparison

- **Fees Will Vary Based on Structure Size**

	Current Fee	Proposed Fee	Change
1,500 ft Tenant Improvement	$456.00	$378.00	-$78.00
4,000 ft Tenant Improvement	$456.00	$474.00	$18.00
9,000 ft Tenant Improvement	$874.00	$568.00	-$306.00
20,000 ft Tenant Improvement	$874.00	$756.00	-$118.00
40,000 ft Tenant Improvement	$874.00	$946.00	$72.00
50,000 ft Tenant Improvement	$874.00	$1,846.00	$972.00

Wildomar
Office of the Fire Marshal

- In conclusion, the goal of the proposed Fire fee schedule is to ensure a fair implementation of fees without burdening smaller businesses with higher fees. A fee schedule that is more comprehensive and progressive will properly fund the Office now, and into the future.

Questions?

Wildomar
Office of the Fire Marshal

CITY OF WILDOMAR
REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: August 13, 2025

SUBJECT:

Amendment to the City of Wildomar Personnel Rules and Regulations, Update to the Citys Harassment, Discrimination, and Retaliation Prevention Policy, and Adoption of a Drug- and Alcohol-Free Workplace Policy

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO 2025 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISION OF THE CITY'S PERSONNEL RULES AND REGULATIONS, APPROVING THE UPDATE TO THE HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY, AND ADOPTING A DRUG- AND ALCOHOL-FREE WORKPLACE POLICY

SUMMARY:
City staff recommend that the City Council adopt proposed updates to the City of Wildomar Personnel Rules and Regulations and related workplace policies. These revisions are part of an ongoing effort to ensure that the City's employment practices remain current with applicable laws, ensure a professional workplace, and support effective personnel administration.

BACKGROUND:
The City of Wildomar periodically reviews its Personnel Rules and Regulations ("Rules") to ensure consistency with current legal standards, best practices in municipal employment, and organizational needs. Based on this review, several modifications are proposed to clarify, update, or add new provisions in key areas of the Personnel Rules and related workplace policies.

ENVIRONMENTAL ANALYSIS:
As part of the City's ongoing commitment to maintaining effective, transparent, and legally compliant personnel practices, staff has conducted a comprehensive review of the City's Personnel Rules and related policies. This review focused on identifying outdated provisions, clarifying areas of ambiguity, and ensuring alignment with the City's operational needs and the overall perception of the City as a professional organization. The proposed changes to the Personnel Rules and Regulations and the Harassment, Discrimination, and Retaliation Prevention Policy reflect internal recommendations intended to improve clarity, administrative

efficiency, and consistency across departments. The following is a summary of the key amendments recommended for adoption.

Personnel Rules and Regulations

Management Rights Clause, Update Rule I and Throughout the Rules

Clearly states the City's retained rights over organizational decisions, staffing, and policy enforcement. This section emphasizes the City's authority to direct, supervise, and manage City operations, including the right to determine policies, assign work, and take disciplinary action. Clarifies that the City Manager has final authority to interpret the Personnel Rules and make key employment decisions. While this authority is already implied, this explicit language clarifies the City's position.

Professionalism, New Rule X

A new rule has been added to establish expectations for professional behavior and appearance in the workplace. This Rule outlines standards of conduct, appropriate attire, and respectful interactions among employees, supervisors, and members of the public.

Holidays, Updated Rule XIII.C.

Clarifies application of holiday benefits for employees working an alternative 4/10 work schedule with staff working on Fridays to support City Hall operations Monday through Friday. This update allows employees working Monday through Thursday to observe the Day After Thanksgiving on either the Wednesday before or the Monday after Thanksgiving with departmental approval to ensure appropriate staffing during City Hall's open hours.

Flex Leave – Rename to "Administrative Leave", Update Rule XIII.N.

Renames "Flex Leave" to "Administrative Leave" for consistency with standard public sector terminology. Grants the City Manager discretion to award Administrative Leave to any employee in recognition of extraordinary service or organizational need.

Remote Work Policy, New Section under Rule XIV

Clarifies the importance of on-site work for collaboration and responsiveness to the community. Any remote work must be approved by the City Manager. This provides the City with the flexibility to manage operational needs.

Outside Employment, Updated Rule XVI.A.

States the requirement for prior approval of outside work by the City Manager and gives the City Manager authority to revoke such approval. Reinforces standards around conflicts of interest and City representation.

Political Activity Policy, Updated Rule XVI.B.

Prohibits the use of City resources (e.g., email, equipment) for political purposes and clarifies that employees must not imply that their political views represent those of the City.

Electronic Communications, Updated Rule XXIII

Summarizes expectations around proper use of City technology and emphasizes that there is no expectation of privacy when using City-owned computers, software, or devices. Misuse of these tools may result in disciplinary action, up to and including termination.

Social Media Conduct, New Rule XXIV

This Rule prohibits posting confidential, defamatory, or inappropriate content related to City business and underscores the employee's responsibility to maintain professionalism online.

In addition to changes to the Personnel Rules, staff also recommend the following change to the Harassment, Discrimination, and Retaliation Prevention Policy and the addition of a new Drug- and Alcohol-Free Workplace Policy.

Harassment, Discrimination, and Retaliation Prevention Policy

The revised policy updates the definition of retaliation to include adverse actions against employees who request accommodation for a disability or religious belief, or who file complaints under the policy. This update reinforces the City's commitment to a fair and inclusive workplace.

Drug- and Alcohol-Free Workplace Policy

City staff recommend the City Council adopts a new Drug- and Alcohol-Free Workplace Policy to strengthen the City's commitment to providing a safe, healthy, and productive work environment for all employees. This policy reflects current legal standards and best practices, while clearly outlining expectations and responsibilities regarding substance use in the workplace.

Overview of the Proposed Policy:

- *Applicability:* The policy is intended to apply to all City employees and job applicants. It includes provisions tailored to safety-sensitive positions and employees subject to federal transportation regulations.
- *Limited Exceptions:* The policy provides the City Manager with the authority to approve limited exceptions in relation to alcohol consumption for special events, receptions, or business meetings, provided such use does not impair judgment or safety.
- *No Expectation of Privacy:* Employees are advised that there is no expectation of privacy when using City property or equipment, and that the City may take appropriate action to protect workplace safety.
- *Employee Responsibilities:* Employees are expected to disclose any use of legal drugs that could impair their job performance or pose safety risks. Additionally, the policy requires timely disclosure of any workplace-related criminal drug convictions.
- *Prohibited Conduct:* The policy prohibits the unlawful or unauthorized use, possession, or influence of alcohol, illegal drugs, or misuse of legal drugs while on duty, on City premises, or when conducting City business. It also addresses cannabis use, making clear that while certain uses may be lawful off duty, on-duty impairment is not tolerated.
- *Workplace Testing:* The policy outlines circumstances under which drug and alcohol testing may be conducted, including pre-employment screening (for specified positions), reasonable suspicion, and post-incident testing, consistent with federal and state laws.
- *Consequences for Violations:* The policy includes clear disciplinary procedures for policy violations, including potential termination for positive tests or refusal to comply with testing requirements.
- *Return-to-Work and Rehabilitation:* The policy encourages employees to voluntarily seek treatment for substance issues and outlines procedures for possible return-to-duty testing and participation in rehabilitation programs. The City's Employee Assistance Program (EAP) is available to support employees in accessing these services.
- *Confidentiality:* All information related to drug and alcohol testing, as well as disclosures made under this policy, will be treated confidentially and stored in accordance with applicable laws.

By adopting this policy, the City will establish a consistent and legally sound framework for maintaining a drug- and alcohol-free workplace. It balances the City's obligation to protect safety and service quality with an employee's opportunity for support and rehabilitation where appropriate.

FISCAL IMPACT:

There is no fiscal impact to implement the updates to the Personnel Rules and Regulations, updates to the Harassment, Discrimination and Retaliation Prevention Policy, or implement the Drug- and Alcohol-Free Workplace Policy.

ATTACHMENTS:

A. Resolution
Exhibit A - City of Wildomar Personnel Rules and Regulations Updated August 13, 2025
Exhibit B. - Harassment Discrimination and Retaliation Prevention Policy
Exhibit C. - Drug and Alcohol Free Workplace Policy
Presentation

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISION OF THE CITY'S PERSONNEL RULES AND REGULATIONS, APPROVING THE UPDATE TO THE HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY, AND ADOPTING A DRUG- AND ALCOHOL-FREE WORKPLACE POLICY.

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

WHEREAS, Ordinance No. 96 among other things, states that the City Council shall have the authority to adopt, amend, or repeal the Personnel Rules ("Rules") as determined necessary from time to time; and

WHEREAS, the most recent update to the Rules was approved on June 17, 2025; and

WHEREAS, the City Council is committed to maintaining up-to-date, legally compliant, and effective personnel policies that reflect best practices in public sector employment; and

WHEREAS, City staff has reviewed and proposed comprehensive updates to the Personnel Rules and related policies to clarify procedures, improve administrative efficiency, and reflect professional workplace standards; and

WHEREAS, the proposed updates include the addition and revision of rules related to management rights, professionalism, remote work, administrative leave, outside employment, political activity, electronic communications, social media, and workplace conduct; and

WHEREAS, City staff has reviewed the Harassment, Discrimination, and Retaliation Policy and proposed updates to the definition of retaliation in line with legal compliance; and

WHEREAS, the City aims to maintain a safe, healthy, and productive work environment; and

WHEREAS, City staff proposes the adoption of a new Drug- and Alcohol-Free Workplace Policy.

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

SECTION I. Upon adoption of this Resolution, City Council adopts the "City of Wildomar Personnel Rules and Regulations, Updated August 13, 2025" as attached to this Resolution as Exhibit A, with the following updates:

- Addition of a Management Rights section in Rule I and throughout the Rules, affirming the City's authority to direct, supervise, and manage City operations, including the right to determine policies, assign work, and take disciplinary action;
- Adoption of Rule X – Professionalism, setting standards for employee conduct and appearance;
- Revision of Rule XIII, Section C Holidays, to allow staff working a 4/10 schedule Monday through Thursday to observe the Day After Thanksgiving on either the Wednesday before Thanksgiving or the Monday immediately following Thanksgiving.
- Renaming of Flex Leave to Administrative Leave under Rule XIII, Section N;
- Addition of a Remote Work section under Rule XIV – Attendance, limiting remote work and reinforcing on-site work expectations;
- Revision of Rule XVI, Section A, to require approval of all outside employment;
- Revision of Rule XVI, Section B, to clarify limitations on political activity and ensure non-retaliation for lawful political expression;
- Update to Rule XXIII – Electronic Communications Policy, clarifying the lack of privacy expectations and potential for disciplinary action due to misuse;
- Addition of Rule XXIV – Social Media Policy, prohibiting the posting of confidential, defamatory, or inappropriate content related to City business.

SECTION II. Upon adoption of this Resolution, City Council adopts the updated Harassment, Discrimination and Retaliation Prevention Policy with a revision date of August 13, 2025, as attached to this Resolution as Exhibit B.

SECTION III. Upon adoption of this Resolution, City Council adopts a new policy titled Drug- and Alcohol-Free Workplace Policy, dated August 13, 2025, as attached to this Resolution as Exhibit C.

PASSED, APPROVED, AND ADOPTED this 13th day of August, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM: **ATTEST:**

_____	_____
Thomas D. Jex	Janet Morales, CMC
City Attorney	City Clerk

City of Wildomar

Personnel Rules and Regulations
Updated

August 13, 2025

Table of Contents

RULE I. GENERAL PROVISIONS 1

A. Purpose 1
B. Nature of Employment 1
C. Applicability 1
D. Management Rights. 1
E. Not an Employment Contract 1
F. Amendment of Personnel Rules 1
G. Adoption of Administrative Policies 2
H. Delegation of Authority 2
I. Changes to the Law 2
J. Severability 2

RULE II. DEFINITIONS 2

A. General Definitions 2
B. Specific Definitions 2

RULE III. NONDISCRIMINATION 5

A. Equal Employment Opportunity. 5
B. Disabled Applicants and Employees. 6
C. Religious Accommodation. 7
D. Lactation Accommodation.. 7

RULE IV. CLASSIFICATION 7

A. Preparation of Plan 7
B. Adoption, Amendment and Revision of Plan 7
C. Allocation of Positions 7
D. New Positions 7
E. Job Descriptions 7
F. Reclassification 8

RULE V. COMPENSATION 8

A. Salary on Appointment 8
B. Salary Anniversary Dates 9
C. Increases Within Pay Grade 9
D. Salary Upon Promotion 9
E. Salary Upon Transfer 9
F. Salary on Change in Grade Assignment 9
G. Salary on Reclassification of Position 9
H. Salary on Demotion 10
I. Acting Pay 10
J. Bilingual Pay 10
K. Special Salary Adjustments 11
L. Cost-of-Living Adjustment 11

M. Pay Periods 11
N. Standby and Callback Pay. 11
O. Severance Upon Termination 12
P. Management Rights. 13

RULE VI. APPLICATIONS, RECRUITMENT AND EXAMINATIONS 13

A. Vacancies 13
B. Announcement of Vacancies/Acceptance of Applications 14
C. Disqualification of Applicants 14
D. Ineligibility for Employment 14
E. Selection Process 15
F. Creation of Eligibility List 16
G. Physician's Examination 16

RULE VII. APPOINTMENTS 17

A. Appointment of New Employee 17
B. Provisional Appointments 17
C. Acting Appointments to a Higher Class 18
D. Emergency Appointment 19
E. Reinstatement 20
F. Reemployment 20
G. Promotion 20
H. Demotion 20
I. Transfer 21
J. Interactive Process Transfer 21

RULE VIII. NEPOTISM & CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES ... 21

A. Nepotism 21
B. Consensual Romantic Relationships Between Employees 25
C. Management Rights. 26

RULE IX. REPORTS AND RECORDS 26

A. Maintenance of Personnel Files 26
B. Review and Access of Personnel Files 27
C. Current Address 27
D. References 28
E. Destruction of Records 28

RULE X. PROFESSIONALISM 28

A. Workplace Conduct. 28
B. Appearance. 28

RULE XI. PERFORMANCE EVALUATIONS 28

A. Policy 28
B. Authority to Make Evaluations 29

C. Time for Performance Evaluation 29
D. Postponement of Performance Evaluation 29
E. Review with the Department Head 29
F. Review with Employee 29
G. Retention of Performance Evaluation 29
H. Effects of "Improvement Needed" and "Unsatisfactory" Ratings 29

RULE XII. WORKWEEK, HOURS OF WORK AND OVERTIME 30

A. FLSA Classification 30
B. Work Schedules and Workweek. 30
C. Recording of Work Hours. 31
D. Daily Hours of Work/Shifts. 31
E. Changes in Work Schedules. 31
F. Meal Periods. 31
G. Rest Periods 32
H. Overtime 32

RULE XIII. LEAVES OF ABSENCE 33

A. Effect of Leave of Absence 33
B. Unauthorized Absences 33
C. Holidays 34
D. Comprehensive Annual Leave 35
E. Sick Leave for Part-Time and Temporary Employees 37
F. Bereavement Leave 41
G. Military Leave 41
H. Victims of Qualifying Act of Violence. 41
I. Jury Duty 42
J. Pregnancy Disability Leave 42
K. Family Care and Medical Leave 42
L. Reproductive Loss Leave. 42
M. Leave of Absence Without Pay 44
N. Administrative Leave 44
O. Fitness for Duty Leave 45
P. Voting Leave 47
Q. Subpoenaed Absence 47
R. Personnel Action Leave 47
S. School Leave 48
T. Workers' Compensation. 49

RULE XIV. ATTENDANCE 49

A. Attendance 49
B. Tardiness 50
C. General Absences 50
D. Unauthorized Absences 50
E. Remote Work. 50

RULE XV. LAYOFF/SEPARATION/RETIREMENT 50

A. Layoff 50
B. Resignations 51
C. Terminations 51
D. Retirement/Disability Retirement 51

RULE XVI. ETHICAL STANDARDS 51

A. Outside Employment, Enterprise, or Activity 51
B. Political Activities 52
C. Solicitation of Political Contributions 53
D. Contracts and Conflicts of Interest 53
E. Conduct During the Workday 53
F. Employees with Access to Confidential Information 53

RULE XVII. DISCIPLINARY ACTIONS 54

A. Reason for Disciplinary Action 54
B. Types of Disciplinary Actions 56
C. Authority for Disciplinary Actions 56
D. Notice of Disciplinary Action 57
E. Name-Clearing Hearing 57

RULE XVIII. GRIEVANCE PROCEDURE 58

A. Purpose of the Grievance Procedure 58
B. Grievance Procedure 58
C. General Provisions 59

RULE XIX. EMPLOYMENT BENEFITS 60

A. Health Benefits 60
B. Retirement Benefits 60

RULE XX. EDUCATIONAL ASSISTANCE 61

A. Educational Reimbursement for Training and Advancement 61
B. Licenses and Certification Assistance 61

RULE XXI. WORKPLACE VIOLENCE PREVENTION 62

RULE XXII. DRUG- AND ALCOHOL-FREE WORKPLACE POLICY 62

RULE XXIII. ELECTRONIC COMMUNICATIONS POLICY 62

RULE XXIV. SOCIAL MEDIA POLICY 62

RULE XXV. UNIFORMS AND EQUIPMENT 63

A. Uniforms 63
B. Equipment 63
C. Safety Equipment and Protective Clothing 63

RULE XXVI. EMPLOYEE REIMBURSEMENTS AND ALLOWANCES 63

A. REIMBURSEMENT 63
B. ALLOWANCE 65

RULE XXVII. DISASTER AND EMERGENCY SERVICE WORKERS 65

A. EMPLOYEES DESIGNATED AS DISASTER WORKERS 65
B. OATH OR AFFIRMATION 66
C. DECLARATION OF DISASTER OR EMERGENCY 66
D. EMPLOYEE DISASTER RESPONSIBILITIES 66

CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

RULE I. GENERAL PROVISIONS

A. Purpose. These personnel rules ("Rules") are intended to establish and maintain an efficient and uniform personnel program for the City of Wildomar ("City"). This updated version of the Rules repeals and replaces all prior versions of the Rules. Upon adoption, these Rules shall supersede any and all personnel management policies, rules, regulations and procedures previously adopted, except those which were adopted by order of a department head for that department, and which are not in conflict with the Rules specified herein.

B. Nature of Employment. All employees of the City are at-will employees. Their employment can be terminated by the City or the employee at any time, with or without cause, with or without notice, and with or without the right of appeal. Nothing in these Rules, in a contract for employment, or any other policy adopted by the City, should be interpreted in a manner that would cause the employee's employment to be other than at-will.

C. Applicability. Unless otherwise specifically stated either in these Rules or in a contract for employment or resolution or ordinance of the City Council, the provisions of these Rules apply to all City employees. In the event of conflict between the provisions of these Rules and a stand-alone personnel policy, the provisions of these Rules will control. In the event of a conflict between these Rules and a written contract for employment, the terms of the written contract for employment will control.

D. Management Rights. The City's full management rights are stated in section 3 of the Employer Employee Relations Resolution. The City retains the exclusive right to manage its operations and workforce, including but not limited to, the right to determine the mission, budget, organizational structure, number of employees, performance standards, work schedules, methods of operation, and to hire, promote, discipline, and terminate employees. The City Manager, as the appointing authority, retains final hiring and disciplinary decisions, such decisions are not subject to appeal. Nothing in these rules shall be construed to limit the City's authority except as explicitly required by law.

E. Not an Employment Contract. None of these Rules shall be deemed to create a vested contractual right for any employee.

F. Amendment of Personnel Rules. The City Council shall have authority to adopt, amend, or repeal these Rules by resolution. The Personnel Officer shall have authority to prepare and recommend revisions to the Rules.

G. Adoption of Administrative Policies. The Personnel Officer is hereby authorized to adopt administrative policies, so long as said administrative policies are not in direct conflict with these Rules.

H. Delegation of Authority. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these Rules or the personnel ordinance to the City Manager, appointing authority, Personnel Officer, Department Head, or any other person may be delegated, in writing, to any other employee at the discretion of the delegating individual.

I. Changes to the Law. When any local ordinance, state or federal law, or regulation, that is incorporated in the Rules or upon which the Rules rely is amended, the Rules shall be deemed amended in conformance with those amendments.

J. Severability. If any section, subsection, sentence, clause, or phrase of the Rules is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of the Rules.

RULE II. DEFINITIONS

A. General Definitions. All words and terms used in these Rules and in any resolution or ordinance dealing with personnel policies, systems, or procedures shall be defined as they are normally and generally defined in the field of personnel administration.

B. Specific Definitions.

1. "Acting appointment" means a temporary appointment of an employee who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.

2. "Advancement" means a salary increase within the limits of a pay range established for a class.

3. "Allocation" means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

4. "Appointing authority" means the City Manager or their designee.

5. "At-will employee" means an employee whose employment can be terminated by the City or the employee, at any time, with or without cause and with or without notice.

6. “Base Pay” means the employee’s rate of pay based on the established and approved pay plan.

7. "Class" or “Classification” means all positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

8. "Compensation" means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position but does not include expenses authorized and incurred incidental to employment.

9. "Continuous service" means service in the employ of the City without a break or interruption. Unless otherwise required by law, a severance of the employee from his or her employment initiated by either the City or the employee for periods of more than 30 days constitutes a break in continuous service.

10. "Council" or “City Council” means the City Council of the City of Wildomar.

11. "Day" or "days" means calendar day(s), unless otherwise stated.

12. "Demotion" means the movement of an employee from one class to another class having a lower maximum base rate of pay.

13. “Department Head” means the administrative head of every department in the City.

14. “Disciplinary action" means the discharge, demotion, reduction in pay, suspension, or reprimand of an employee for punitive reasons.

15. "Eligibility list" means the list which contains the names of successful applicants according to relative performance on the total weighted examinations.

16. “Executive Classification” means employees who are in the “executive” group according to the City’s Position Classification Schedule adopted by the Council Resolution No. 2022-60 on November 9, 2022, and as may be later amended by Council.

17. “Exempt Employee” means an employee who holds a position that, based on both the job requirements and the salary earned, does not entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

18. "Full-time employees" means employees whose positions require the employee works at least 40 hours in a workweek. All positions shall be full-

time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work.

19. "Layoff' means the separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organization changes.

20. “Management Classification” means employees who are in the “management” group according to the City’s Position Classification Schedule adopted by the Council Resolution No. 2022-60 on November 9, 2022, and as may be later amended by Council

21. “Non-exempt employee” means an employee who holds a position that, based on either the job requirements or the compensation earned, may entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

22. "Personnel Officer" means the City Manager or their designee.

23. "Part-time employees" means employees whose positions work less than 1,000 hours per year, are paid on an hourly basis and only receive fringe benefits as provided by these Rules and as otherwise required by law.

24. "Position" means a group of duties and responsibilities in the service of the City requiring the full-time or part-time employment of one person.

25. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.

26. "Provisional appointment" means a temporary appointment, less than 960 hours in a fiscal year, of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible employees.

27. "Reinstatement" means the restoration without examination of a former employee to a classification in which the employee formerly served.

28. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.

29. "Temporary employee" means an employee who is appointed to a position for a limited period of time and is only entitled to benefits as provided by resolution of the City Council and as required by law.

30. "Transfer" means the movement of an employee from one position to another position in the same class or to another class with the same maximum base rate of pay.

31. “Y-Rate” means a salary paid above the maximum salary of a range. A Y-rate may be used when an incumbent employee is reassigned or reclassified to a lower class or salary range but retains the higher salary rate of the former class. This Y-rate salary may be retained until the newly assigned class has a maximum rate equal to or higher than the Y-rate.

RULE III. NONDISCRIMINATION

A. Equal Employment Opportunity. The City is committed to providing equal employment opportunities to all applicants and employees. It is the policy of the City to ensure that all employment decisions, including, but not limited to, recruitment, hiring, promotion, training, compensation, benefits, transfers, discipline, and termination, are made without regard to any characteristics protected by law.

The City strictly prohibits discrimination based on race (including traits associated with race such as hair texture and protective hairstyles, including, but not limited to braids, locs, and twists), color, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age (over 40), religion, ethnicity, national origin, creed, physical or mental disability, medical condition, genetic information, marital status, pregnancy, reproductive health decision-making, childbirth or related medical conditions, breastfeeding, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance.

This policy also prohibits discrimination based on the perception that an individual possesses, or is associated with someone who possesses, any of the above characteristics, individually or in any combination. The City remains committed to maintaining a workplace that reflects diversity, inclusion, and respect for all individuals.

Any technique or procedure used in recruitment and selection of employees will be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique will be used which, in the opinion of the City Manager or designee, is not justifiably linked to successful job performance.

Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in the City’s Policy Against Harassment, Discrimination and Retaliation. In addition, City policy prohibits retaliation because of the employee's request for accommodation for a disability or religious beliefs, complaint filed under this policy, opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination or harassment investigation, proceeding or hearing. The City's full Harassment, Discrimination, and Retaliation Policy is set forth in a council adopted policy.

B. Disabled Applicants and Employees. The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA"). This includes accommodations related to pregnancy, childbirth, or related medical conditions, when requested with the support of a healthcare provider, as well as accommodations for employees who are victims of domestic violence, sexual assault, or stalking.

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Division. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation may include, but is not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified and making facilities accessible.

2. Reasonable Documentation of Disability. Following receipt of the request, the Human Resources Division may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform the employee's essential functions but will not require disclosure of diagnosis or genetic history.

3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, and, if necessary, the employee or applicant's health care provider.

4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee or applicant of any decisions made under this section in writing.

5. Light or Modified Duty. During the interactive process, the City may approve, at its sole discretion and subject to availability, the employee to perform light or modified duty for a limited period of time.

6. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Rule XIII.O.

C. Religious Accommodation. The City will make reasonable accommodations to the known religious creed of an applicant during the hiring process and of an employee in the course of employment, unless doing so would impose an undue hardship on the City.

D. Lactation Accommodation. The City provides lactation accommodation to employees as required by law. For additional details, employees should refer to the City's stand-alone Lactation Accommodation Administrative Policy.

RULE IV. CLASSIFICATION

A. Preparation of Plan. The Personnel Officer shall ascertain and record the duties, responsibilities, minimum standards, and minimum qualifications of all positions in the City and shall recommend a classification/compensation plan for all positions. The classification/compensation plan need not be contained in only one document but may be comprised of various documents. The classification/compensation plan shall consist of classes of positions defined by class specifications, including the title. The classification/compensation plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class. The classification/compensation plan will contain the general salary schedule and a general benefits schedule.

B. Adoption, Amendment and Revision of Plan. The classification/compensation plan shall be adopted by and may be amended from time to time by resolution of the City Council. At the time of consideration by the City Council, any interested party may appear and be heard. Revisions to the classification/compensation plan may consist of the addition, abolishment, consolidation, division, or amendment of existing classes.

C. Allocation of Positions. Following the adoption of the classification/compensation plan, the Personnel Officer shall allocate every position in the employ of the City to one of the classes established by the plan.

D. New Positions. A new position shall not be created and filled until the classification/compensation plan has been amended to provide for such position.

E. Job Descriptions. The Administrative Services Director, in consultation with Department Heads, will prepare written specifications for each classification of positions to the City Manager for review. Subject to City Council approval of the initial job description, the specifications, when approved by the City Manager, will

constitute the official classification specifications, and will indicate the date of approval or last revision. Revisions to job descriptions do not require approval by the City Council. Each specification will include the classification title, a brief description of the scope, nature, and responsibility of the class, a description of the tasks or duties ordinarily performed in the positions allocated to the classification; a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, training, knowledge, skills, physical characteristics, and any additional factors considered pertinent. Specifications are not restrictive. The specifications shall not be construed as an all-inclusive list of tasks performed; or be interpreted as restricting the assignment of related tasks not specifically listed therein; or as limiting the authority of supervisory personnel to assign, direct and control the work of subordinate employees. A Department Head may temporarily assign other related duties and responsibilities or otherwise direct the work of employees.

F. Reclassification. Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the Personnel Officer to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities. The City Manager shall have the authority to appoint a current employee to the reclassified position or utilize the formal recruitment process.

RULE V. COMPENSATION

A. Salary on Appointment.

1. New Employees. New employees shall be paid at the first step of the pay grade for the position to which the employee is appointed except as approved by the City Manager or their designee.

2. Advanced Step Hiring. The City Manager may appoint a new employee to an advanced step of the pay grade so long as the following considerations are made: the selected candidate has significantly high qualifications and outstanding experience, the availability of other qualified candidates, and the resulting salary relationships with similar positions and their experience and skills.

3. Reemployment/Reinstatement. A person who previously held a position with the City and resigned in good standing may, at the discretion of the City Manager, when re-employed in the same or a comparable position held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination or the nearest applicable step for the grade to which the person is appointed.

B. Salary Anniversary Dates. Employees shall have a salary anniversary date on the date of their most recent appointment, promotion, demotion, reinstatement or reemployment. The salary anniversary date may be modified by the action of the appointing authority under Rule XI or Rule XIII.

C. Increases Within Pay Grade. Employees will normally become eligible for a merit adjustment in pay after 12 months of service in their current position. Increases shall not be automatic and are based on merit. The adjustment shall be made only if recommended by the applicable Department Head, and, if approved, by the City Manager. The subsequent adjustments are based on performance evaluation, to encourage an employee to perform at the employee's highest level, and to recognize increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of 12 months of service in their current position. This period may be modified in conjunction with the performance evaluation recommendations and as approved by the City Manager. Unless so modified, a granted merit adjustment will be effective on the employee's salary anniversary date. The City Manager, in their sole discretion, may determine that an increase within grade will be retroactive in effect to the employee's salary anniversary date or to another appropriate date.

D. Salary Upon Promotion. Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the range, any employee who is promoted to a position in a class with a higher salary grade shall be placed on the step in the new higher grade which is at least equal to an advancement of a full step over the step the employee held in their former grade. If the maximum of the grade would be exceeded by such advancement, the employee shall receive the top step of the grade. An employee thus promoted is assigned to a new salary anniversary date effective on the date of promotion.

E. Salary Upon Transfer. Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same pay grade, shall be compensated at the same step of the pay grade as the employee previously received and their salary anniversary date shall not change, unless an increase is approved by the City Manager.

F. Salary on Change in Grade Assignment. Whenever a class is reassigned to either a higher or lower pay grade by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the same step in the new grade that corresponds to the step, not the rate, the employee was at in the former grade and the employee shall retain the same salary anniversary date. For example, if an incumbent is currently at grade 115, step C, and the class is reassigned to grade 118, the incumbent will move to grade 118, step C. If appropriate, the City Manager may choose to Y-rate the employee if the pay grade is lower than what the employee was previously earning.

G. Salary on Reclassification of Position. If the position is reclassified to a class having the same pay grade, the salary and the salary anniversary date of the incumbent

shall not change. If the position is reclassified to a class which has a higher pay grade, the City Manager shall adjust the salary of the incumbent employee to fit the higher pay grade which is at least as much as the employee was receiving in the former grade and the employee shall retain the same salary anniversary date. If the position is reclassified to a class with a lower pay grade, and the employee's salary exceeds the top step of the class to which their position is reclassified, their salary shall be Y-rated until it is exceeded by the top step of the class. The employee's salary anniversary date shall not change.

H. Salary on Demotion. Any employee who is demoted to a position in a class with a lower pay grade shall have their salary adjusted by one of the following three methods:

1. If a disciplinary demotion, the employee's salary may be reduced. A new salary anniversary date shall be established on the basis of the demotion.

2. If a non-disciplinary demotion, the employee's salary may be reduced. The employee shall retain their salary anniversary date.

3. In the discretion of the City Manager, a demoted employee's salary may be Y-rated. A Y-rated salary is one that is paid above the maximum established salary range for the incumbent's classification. An employee whose salary is Y-rated will retain their current rate of pay until such time that the class has a higher maximum salary rate.

I. Acting Pay. An employee who is required on the basis of an acting appointment to serve in a class with a higher pay grade than that of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher pay grade or one rate higher than the rate the employee normally receives, whichever is greater, provided the employee shall perform all the duties and assume all the responsibilities of the higher class, for at least 5 consecutive working days when working a 5/8 schedule or 4 consecutive working days when working a 4/10 schedule in the higher classification.

J. Bilingual Pay. Employees in certain classifications, as determined at the City's sole discretion, may be eligible to receive $100.00 per month as bilingual pay premium.

To receive the bilingual pay premium, an employee must be regularly accessible to the public in-person and through alternative means of communication, including but not limited to on the phone and via email, and shall successfully complete a language proficiency examination, selected at the City's sole discretion. Upon successfully completing such proficiency examination, the eligible employee shall receive the bilingual pay premium effective on the first pay period of the month following the test date. Bilingual pay premium shall be paid in two payments each month, on the first and second pay period of each month at a rate of $50 per pay period.

The City Manager, at their sole discretion, shall determine which languages qualify for bilingual premium pay.

K. Special Salary Adjustments. Notwithstanding anything in these Rules to the contrary, in order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may adjust the salary rate of an incumbent of a particular position to any step within the pay grade for the class to which the position is allocated.

L. Cost-of-Living Adjustment. Beginning June 12, 2024, City Council, at its sole discretion, will consider providing a Cost-of-Living Adjustment ("COLA") to all employees on an annual basis with any wage adjustment going into effect on July 1. City Council will review staff recommendation for the cost-of-living increase based on the published Riverside-San Bernardino-Ontario, CA, Consumer Price Index – U 12-month percent changes on all items for the month of March to consider potential COLA adjustments. Except as otherwise supported by justifiable findings, including the City's budgetary status, such COLA shall be capped at 3% as approved by City Council.

M. Pay Periods. The salaries and wages of all employees shall be paid bi-weekly. In the event a payday falls on one of the holidays listed in these Rules, or on a Saturday or Sunday, the immediately previous working day shall become the payday.

N. Standby and Callback Pay.

1. Standby Pay. Standby Pay applies to all regular, non-exempt employees. When assigned to standby duty, the employee will receive thirty-five dollars ($35) per day for each day in which they assume standby duty. If the employee is unable to perform the duties prescribed in the Standby Duties Policy, the employee will not receive standby pay for the days in which they were not able to perform such duties.

2. Callback Pay. Callback pay applies to all regular, non-exempt employees and occurs when an employee is called back to work to perform services not in conjunction with a regularly scheduled work shift. Callback pay does not apply to hours worked as a continuation to the end of the shift (for example if an employee is required to stay an additional hour after their shift is over) or a shift scheduled to work at a different time, such as early mornings or late nights. If an employee is called to work early under this rule, callback pay will cease at the beginning of their normal shift, with a minimum of two (2) hours paid at the callback rate. All callback pay will be paid out to the employee and is not eligible to be credited towards any leave banks.

    a. Callback Rate for a Physical Response. The City shall pay non-exempt, regular employees at the premium rate of one and one-half (1½) times the employee's base pay for the actual hours worked, or a minimum of two (2) hours, whichever is greater. Callback pay is only

applied when an employee leaves the work premises, and the employee is required to physically respond to the City to perform services outside of the employee's regular scheduled working hours. The callback time will commence from the time the employee leaves their residence or current location and is going directly to the incident or reporting location. The callback time will end when the employee leaves the incident or reporting location and is no longer conducting business on behalf of the City.

b. Callback Rate for a Remote Response. A remote response may include answering a request by phone, laptop, or other remote device. Regular non-exempt employees who have a remote response will be compensated in fifteen (15) minute intervals at one and one-half times their base rate of pay.

O. Severance Upon Termination. Upon termination without cause, employees who are either in the Executive Classification, or are Department Heads, shall receive severance payment, upon execution of a waiver and release of all claims acceptable to the City, and as allowed by law, equivalent to 90 days of their base salary.

However, in no event shall the total cash value of the Severance Pay exceed the value of the employee's monthly salary multiplied by eighteen (18), or multiplied by the month's remaining in employee's term, whichever is less.

1. Reimbursement Upon Conviction of Abuse of Office. In the event any employee is convicted of any crime involving an abuse of the employee's office or position, as defined by California Government Code Section 53243.4, the employee is not entitled to receive Severance Pay, and must reimburse the City for any Severance Pay received.

2. Effect of Termination for Cause. If an executive employee or a Department Head is terminated for cause, they shall not be entitled to receive severance pay. Cause for termination shall be deemed to exist if any of the following occurs:

a. The City performs an administrative investigation based on charges against an employee by a prosecuting agency with any of the following criminal conduct: theft or attempted theft from the City; fraud or other type of criminal dishonesty; misuse or misappropriation of public funds; assault, battery or other criminal physical injury to another person; any felony; solicitation, prostitution, or other sexually oriented crime; or for violating Government Code §§ 1090 et seq. and/or § 53243.4, and such administrative investigation makes a finding, based on a preponderance of the evidence, that such conduct occurred and violated the City's Rules;

b. The employee is fined by the Fair Political Practices Commission for a violation of the Political Reform Act or FPPC Regulation in an amount in excess of one thousand five hundred dollars ($1,500);

c. An independent investigation sustains that the employee engaged in unlawful discrimination or harassment of an official, officer, employee or agent of City or a third party while conducting City business or violated any provisions of the City's Municipal Code;

d. Unauthorized absence or leave;

e. Use or possession of illegal drugs;

f. Material acts of dishonesty;

g. Persistent failure to disclose material information regarding the business or operation of the City necessary for the City Council to undertake its obligation as the elected legislative body of the City;

h. Material failure to follow clear and legal directives of a majority of City Council provided in a duly noticed public meeting, including closed session while in the performance of City Manager duties or acting City Manager duties; or

i. Any other violation of these Rules, including a violation of a listed cause for discipline under Rule XVII of these Rules, or other City policies or procedures.

P. City Manager Interpretation. The City Manager shall have the final authority to interpret these rules and to make all decisions regarding appointments, compensation, disciplinary actions, and policy exceptions.

RULE VI. APPLICATIONS, RECRUITMENT AND EXAMINATIONS

A. Vacancies. Except for the City Manager, Department Heads, Assistant City Manager, Deputy City Manager, and/or Assistant to the City Manager positions, vacant positions may be filled only by selection from an eligibility list, by acting appointment, provisional appointment, by transfer, by reinstatement, by demotion. Each Department Head is entitled to select a candidate to fill a vacancy within their department subject to the provisions in this rule and approval by the City Manager.

The City Council shall select the City Manager. The City Manager, or designee, shall select the Department Heads, Assistant City Manager, Deputy City Manager and Assistant to the City Manager. These positions may be filled by the method selected by the City Council or the City Manager to obtain the best candidate for the position.

The provisions of this rule are inapplicable to the filling of vacancies listed in this paragraph.

B. Announcement of Vacancies/Acceptance of Applications. When a position becomes vacant, the applicable Department Head shall notify the Personnel Officer. All positions shall be publicized by such methods as the Personnel Officer deems appropriate. The announcements shall specify the title and pay range of the class; the nature of the work to be performed; the experience and education requirements; the knowledge, skills, and abilities desirable for the performance of the work; how to apply; the application deadline date; that a post- offer, pre-employment physical examination is required, which may include a drug test; that upon receiving a conditional offer of employment, a criminal background check is required through the submission of fingerprints; and other relevant information. Applications will be available on the City's website.

C. Disqualification of Applicants. The Personnel Officer may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position, or because the applicant has failed to timely submit the application, fully complete the application, or submit all required materials.

D. Ineligibility for Employment. Further examination or consideration for employment of any applicant may be discontinued, and any employment of any person may be terminated, when any of the following has been determined by the Personnel Officer:

1. The individual does not meet the minimum qualifications established for the class or position to which they seek appointment;

2. The individual has made a false statement, misrepresentation, or omission of material fact, or actual or attempted deception, fraud or misconduct in connection with their application;

3. The application shows on its face that the applicant is physically or psychologically restricted from performing the essential functions of the position applied for, and the City determines that no reasonable accommodation can be made for such medical restrictions in the position applied for;

4. An employment history or personal conduct which demonstrates a lack of fitness for City employment, including dismissal for cause from prior public or private employment, or rude or unprofessional demeanor during the recruitment and/or background process;

5. The individual has failed to submit a complete application within the prescribed time limit;

6. The individual has directly or indirectly obtained information regarding examinations to which applicants are not entitled;

7. The individual has been convicted, including pleas of guilty and nolo contendere, of any felony or misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position. The City Manager, or designee, may disregard such convictions of felonies or misdemeanors if it is found and determined by the City Manager that mitigating circumstances exist. In making such determination, the City Manager may consider the classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction; the nature and seriousness of the offense; the circumstances surrounding the offense; the length of time elapsed since the conviction; the age of the person at the time of conviction; the presence or absence of rehabilitation or efforts at rehabilitation; and/or contributing social or environmental conditions.

   a. Unless otherwise required by law, the City will not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant, until the City has issued a conditional offer of employment.

   b. Applicants who receive a conditional offer of employment may be requested to complete a supplemental form regarding criminal conviction history for review by the City, and a background screening, as part of the application process. The Human Resources and Risk Manager will conduct an individual assessment, as may be required by law, for each applicant who has prior convictions before determining whether to disqualify the applicant and rescind the conditional offer of employment.

8. The individual has otherwise violated provisions of these Rules.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be mailed to the last known address and/or will be emailed to the email address provided by the applicant on the applicant's application; it will be the applicant's responsibility to keep the applicant's current physical address and email address on file. Whenever an application is rejected, the Personnel Officer will mail and/or email notice of such rejection to the applicant.

E. Selection Process. The selection process shall be impartial and relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the class to

which they seek to be appointed. The selection process may include but is not necessarily limited to achievement, aptitude, and other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, criminal background check (after the City has provided a conditional offer for employment), medical tests (possibly including a drug test) after a conditional offer for employment has been accepted, successful completion of prescribed training, or other selection techniques as determined by the Personnel Officer. The selection process shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. The City also retains the right to conduct a thorough background check of each applicant, which may include a credit verification for certain classifications.

The Personnel Officer may enter into a contract with any competent agency or individual for the preparing and/or administering portions of the selection process. If the Personnel Officer does not contract these duties with an agency or individual, then the Personnel Officer shall ensure that such duties are performed.

F. Creation of Eligibility List. As soon as possible after the completion of a recruitment, the Personnel Officer shall prepare and maintain an eligibility list consisting of the names of candidates who qualified as finalists. Eligibility lists shall remain in effect for up to 6 months unless the Personnel Officer abolishes the eligibility list after determining that the abolition of the list is in the best interest of the City. The name of any person appearing on an eligibility list shall be removed by the Personnel Officer if the person requests in writing that their name be removed or if the person fails to respond to a notice of certification mailed to the last designated physical address or emailed to the last designated email address. Persons on eligibility lists as a result of an internal recruitment who leave the service of the City for any reason shall automatically be dropped from such lists.

G. Physician's Examination. Applicants may be required to submit to a physician's examination at the City's expense upon being made a conditional offer of employment. As set forth in more detail in the City's Drug-Free Workplace Policy, the physician's examination shall include a drug and alcohol test for positions that are (1) safety-sensitive; or (2) involve a position of influence over children. When a drug and alcohol test is required, applicants shall be made aware of that in the announcement published under Rule VI.B. No job commitment shall be made until a negative drug screen result is obtained and a physician has certified that the applicant is medically qualified to perform the essential functions of the position. When the applicant reports to the medical facility for the scheduled examination, personal identification shall be provided to the facility in the form of a photograph and verifiable signature (for example, a driver's license or state-issued identification card). All test results will be kept confidential. The applicant will be told whether the tests were passed or failed, but only the Personnel Officer and their assistant will have access to the test results. If required, the drug/alcohol examination shall be administered in accordance with the City's Drug-Free Workplace Policy.

RULE VII. APPOINTMENTS

A. Appointment of New Employee. The hire date of a new employee shall be that of the first day actually worked.

B. Provisional Appointments. It shall be the policy of the City to require all Department Heads and other appointing authorities, whenever possible to notify the Personnel Officer, of impending or anticipated vacancies in their departments sufficient in advance so as to allow for the establishment of an appropriate eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and if it is not practicable to delay appointment until a new eligibility list can be certified, the appointing authority may make a provisional appointment to the position, in accordance with the following:

1. As soon as practicable, but not longer than six months after a provisional appointment has been made, the Personnel Officer may cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an eligibility list.

2. A person appointed to a position on a provisional basis may be entitled to credit for the time served under the provisional appointment if the employee was performing the full range of duties.

3. No special credit shall be allowed in any examination or the establishment of any eligibility lists for services rendered under a provisional appointment.

4. Except as otherwise required by law, a provisional appointee, who is not already a current employee, will not be entitled to the rights and benefits afforded to employees under these Rules.

5. Except for retired annuitants, no person shall be employed by the City under provisional appointment for a total of more than six months in any fiscal year except that the Personnel Officer may extend the period of any provisional appointment for not more than 90 days; however, no provisional appointment shall cause any person to work more than 960 hours (if paid on an hourly basis) or 125 days (if paid on a per diem basis) in a fiscal year.

6. A person who has retired from a CalPERS employer ("retired annuitant") may only be appointed to a provisional appointment when all of the following conditions are met, unless otherwise allowed by CalPERS during extenuating circumstances:

    a. The City can show the retired annuitant has previous experience and the skill set needed to perform the work required.

    b. The appointment is made to fill a vacant position during the recruitment to permanently fill the vacancy, or during an emergency to prevent

stoppage of public service. A recruitment to permanently fill the vacant position must be open before the retired annuitant is appointed.

c. Retired annuitants cannot begin employment before the 181st day after their retirement date, unless the City certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed, and the City Council approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

d. If the retired annuitant is under the normal retirement age, he or she must have a bona fide separation in service. Further, the retired annuitant must not have received unemployment insurance payments for retired annuitant work with any public employer within the 12 months prior to the date of the provisional appointment, and he or she must certify to this in writing to the City.

e. A retired annuitant may only be appointed once to the position. Provisional appointments of retirees must specify a beginning date and an end date for the appointment, and the appointment term must not result in the retired annuitant working more than a combined 960 hours in a fiscal year for all CalPERS employers. If a retired annuitant works more the 960 hours in a fiscal year, he or she must be reinstated. The Personnel Officer may not extend any provisional appointment of a retired annuitant and must ensure the retired annuitant does not exceed the 960 hours limit.

f. The rate of pay for the retired annuitant must be consistent with the pay grade for the vacant position, and he or she may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to this base rate.

   The City ensures the retiree is enrolled as a retired annuitant with CalPERS and that the pay rate and hours worked by the retired annuitant are reported to CalPERS.

C. Acting Appointments to a Higher Class. Acting appointments may be used to fill positions that are vacant or that are temporarily vacant, such as when an employee is on an extended leave of absence. Where applicable, upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if the appointee had continued their duties in their regular classification. Acting appointments shall be subject to the following:

1. Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of at least 5 consecutive working days when working a

5/8 schedule or 4 consecutive working days when working a 4/10 schedule, the employee shall receive the salary rate of the higher class in which the employee is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the current salary schedule of the higher classification which will assure an increase of not less than 5% greater than the salary of the employee's current position, but in no case shall such salary exceed the top salary step of the higher classification.

The higher salary rate payable shall commence immediately if it is known the assignment will last for at least 5 or 4 consecutive working days as described in the paragraph above following the temporary reassignment to the performance of duties of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the City Manager, or the City Manager's designee, following a recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the City Manager, or the City Manager's designee, as recommended by the affected Department Head.

2. In no case shall an employee serve as an acting appointee more than 960 hours in a fiscal year or six (6) total months, whichever comes first, in a higher classification.

3. An employee appointed in an acting capacity shall be eligible to receive performance increases in the permanent position during the acting appointment but shall not be entitled to performance increases in the position which the employee holds in an acting capacity, other than to address acting pay in accordance with Rule V. Compensation. I. Acting Pay.

4. The City Manager, or the City Manager's designee, shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that employee's salary rate will revert to the salary rate in the employee's permanent position upon the expiration of the need for the performance of the duties of the higher classification.

D. Emergency Appointment. To meet the immediate requirements of an emergency condition, the Department Head, or any persons so authorized in advance by the City Manager, may employ such persons as may be needed for the duration of the emergency without regard to these Rules. As soon as possible, such employment will be reported promptly to the Administrative Services Director or designee. Emergencies are defined as fire, flood, earthquake, or other public calamity, which threatens life or property. The emergency appointee shall be considered a temporary employee and, except as otherwise required by law, shall not be entitled to the rights

and benefits afforded to employees under these Personnel Rules. In the event that a Retired Annuitant is hired as an emergency employee, the appointment and employment of the Retired Annuitant will be governed by the applicable statutes and regulations of CalPERS or other applicable retirement system, to the extent such provisions remain in effect during the emergency. In the event that the City's rules and procedures on provisional employment are inconsistent with the applicable statutes and regulations governing the employment of retired annuitants, the statutes and regulations shall control.

E. Reinstatement. With the approval of the City Manager, an employee who has completed at least 12 months of service and who has resigned in good standing may be reinstated within one year of the effective date of resignation to a vacant position in the same or comparable class. For purposes of reinstatement, "good standing" shall mean that the employee was not terminated for cause under these Rules, did not resign in lieu of termination, provided at least two-weeks notice of resignation, and was evaluated at least as "Satisfactory" or an equivalent rating on the employee's last performance evaluation. No credit for former employment shall be granted in computing salary, CALTime, retirement benefits, or other benefits except on the specific written direction of the City Manager at the time of reinstatement. Such reinstatement action may, at the discretion of the City Manager, take precedence over any eligibility list except a reemployment list. An individual requesting reinstatement is required to successfully complete a background examination and physician's examination, as set forth in Rule VI.

F. Reemployment. An employee may be appointed from a reemployment list following layoff.

G. Promotion. It is the policy of the City to fill authorized vacant positions based on merit. Insofar as consistent with the best interest of the City, vacancies may be filled by promotion. All employees meeting the qualifications standard of a higher-grade position under the same or different job classification may be considered for promotion. Employees promoted to a new position will start at the salary step determined appropriate by the City Manager. The date of promotion will become the employee's new anniversary date for performance review and merit salary increase purposes. Employees receiving promotions will be reviewed after six months, one year, and annually thereafter, with the opportunity for the first merit salary increase at the one-year mark.

H. Demotion. The City Manager may voluntarily or involuntarily demote an employee. No employee will be demoted to a position for which the employee does not possess the minimum qualifications. An employee may also request a voluntary demotion. An employee who possesses the minimum qualifications may request a voluntary demotion to a lower position. An employee requesting a voluntary demotion will submit a memorandum to the employee's Department Head requesting a voluntary demotion and detailing the reasons for the request. Upon receipt of the request for voluntary demotion, the Department Head will notify the City Manager. If the request for voluntary demotion involves a change from one department to another, both

Department Heads must consent thereto unless the City Manager orders the demotion. The employee's anniversary date will change to the effective date of the demotion. Demoted employees may have their salary reduced according to the appropriate salary range. Salary determinations for demoted employees are solely within the discretion of the City Manager.

I. Transfer. The Personnel Officer may transfer an employee from one position to another in the same class or a comparable class at the same salary level. While the Personnel Officer retains the right to order the transfer, consideration will be given to the affected employee's and the Department Head's wishes.

J. Interactive Process Transfer. As part of the interactive process and in accordance with state and federal law, an employee who is unable to perform the essential functions of the employee's present classification may be placed in a vacancy in another class that does not result in a promotion without having to participate in the application process, if the employee can perform the essential functions of the vacant position, with or without reasonable accommodation. A transfer as a result of the interactive process may take precedence over any active recruitment so long as another employee or a candidate has not accepted a conditional offer for the position.

RULE VIII. NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES

A. Nepotism.

1. Definitions.

a. Applicant. A person who applies for a position at the City and is not a Current Employee.

b. Change of Status. A change in the legal status or personnel status of one or more Current Employees.

i. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.

ii. Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.

c. Current Employee. A person who is presently a City employee, or an elected or appointed City official.

d. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:

i. Occupying a position in an employee's direct line of supervision; or

ii. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

iii. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

e. Family Member. A spouse, domestic partner (registered or not), parent, parent-in-law, stepparent, legal guardian, sister, half-sister, step-sister, sister-in-law, brother, half-brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, grandparent, niece, nephew, spouse's niece, spouse's nephew, domestic partner's child, domestic partner's niece, or domestic partner's nephew.

f. Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:

i. Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.

ii. Direct Supervision of a Family Member that does not comply with limitations set forth in this Section;

iii. Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

2. Department Head Authority. Department Heads are authorized to make initial determinations under this Rule, after reviewing the situation with the Human Resources and Risk Manager. Should the Department Head be related to the employee/applicant in question, the City Manager shall appoint another Department Head to execute the responsibilities under this Rule.

3. Applicants for Employment.

a. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Section, the City may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.

b. Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

c. Review of Department Head. For each Applicant who has a Family Member who is a Current Employee, the Department Head shall assess, and review with the Human Resources and Risk Manager, whether any of the following circumstances exist:

i. Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or

ii. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.

d. Decision of the Department Head. If the Department Head determines that either of the above circumstances exist, the Department Head shall exercise his or her discretion, after review with the Human Resources and Risk Manager, to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.

i. Following examination, if the Applicant is successfully certified as eligible pursuant to Rule VI, they may be employed in a position for which the Department Head has determined that neither circumstance exists pursuant to Rule VII.A.3.c.

ii. When an eligible Applicant is refused appointment by virtue of this Rule, their name shall remain on the eligibility list for openings in the same classification. For each opening, the Department Head shall make a determination consistent with Rule VII.A.3.c.

4. Guidelines for Current Employees.

a. Employees shall report a Change of Status to the Department Head and the Human Resources and Risk Manager within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.

b. Within thirty days from receipt of notice, in coordination with the Human Resources and Risk Manager, the Department Head shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status

has the potential for creating an adverse impact on supervision, safety, security, or morale.

i. The Department Head shall make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

ii. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Rule VII.A.5.b.

5. Monitoring by Department Head.

a. Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Department Head's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.

b. If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall reevaluate the Department Head's prior determination, and may take one or more of the following additional measures:

i. Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

ii. If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.

c. Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

d. Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

6. Appeal of Department Head Determination. Current Employees and Applicants affected by the application of this Rule, may appeal the action of the Department Head to the City Manager within ten days of the action. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Rules.

7. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Personnel Officer.

8. Savings Clause. Should any provision of this Rule, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Section shall continue in full force and effect.

B. Consensual Romantic Relationships Between Employees.

1. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect the efficient operation of the City. Relationships that present an actual conflict under this Rule are therefore prohibited.

2. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions of Section A of this Rule regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

3. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Personnel Officer and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.

5. Determination by City Manager. Within five working days, the City Manager shall issue a written determination as to whether the relationship presents a conflict and is thereby prohibited. The City Manager shall have exclusive discretion in making the determination.

6. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of these Rules, the City Manager will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the City Manager determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The City Manager retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

7. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at work locations, including off-site meetings, conferences, and similar activities. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

8. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Harassment, Discrimination, and Retaliation Prevention Policy. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

C. Management Rights. The City Manager shall have the final authority to interpret these rules and to make all decisions regarding nepotism and consensual romantic relationships and staffing changes as a result of nepotism or consensual romantic relationships.

RULE IX. REPORTS AND RECORDS

A. Maintenance of Personnel Files. A personnel history folder shall be kept for each employee. Confidential medical records will be maintained in a separate file from other personnel files. The personnel history folders shall be maintained by the Human Resources and Risk Manager or designee, and shall contain a record of date of employment, promotions, performance reviews, disciplinary actions and such other information as the City Manager, or City Manager's designee, shall prescribe.

All performance-related entries to personnel history folders shall be brought to the attention of the employee.

B. Review and Access of Personnel Files. Personnel records are confidential and, unless otherwise required by law, access to personnel records will be limited to current or former employees, authorized representatives of current or former employees, and authorized representatives of the City. Rights to access, inspect, and copy personnel records, as well as applicable procedures and limits upon such rights shall be consistent with the law.

An individual who is not a current employee, wishing to review or access their personnel file must submit such request in writing to the Human Resources and Risk Manager, or designee. The Human Resources and Risk Manager, or designee, will schedule a date and time with the individual to review their personnel file. The date and time will be at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the former employee, or their representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request, in accordance with Labor Code 1198.5. Upon request, the employee shall receive an electronic copy of any materials in the personnel file, however, paper copies may be provided so long as the cost for such copies is paid by the requester. The requester shall be provided with a copy of any statement written for inclusion in the former employee's personnel file concerning the employee's conduct or performance.

Current employees have access to their personnel file electronically at all times. If the employee feels there are items missing in their personnel file, they shall follow the process outlined above to review all items with the Human Resources and Risk Manager, or designee.

The Human Resources and Risk Manager, or designee, may reveal the following information regarding an employee, or former employee, in response to outside inquiries:

1. Employee's name.
2. Classification title and department.
3. Status.
4. Salary Range.
5. Hire date and/or termination date.

This information is a matter of public record and is available to anyone.

C. Current Address. Employees are required to notify the Human Resources and Risk Manager of any change of name, address, or telephone number within five calendar days of change.

D. References. Any employee who receives a request for a personal reference for a former or current employee is required to forward that request to the Human Resources and Risk Manager. The City only provides neutral references in response to personal reference requests. Neutral references will only release the employee's hire date, last or current job title, and separation date, if applicable. Except as otherwise required by law, the City will not provide any information to any requestor beyond the neutral reference outlined in this section. No other employee is authorized to provide such written or verbal references or recommendations for former or current employees. Further, no other employee is authorized to respond to questions from persons outside the City about former or current employees regarding their work performance. This section does not prohibit the City, upon City Manager's approval, from providing letters of recommendation for current, or former, employees to assist such employees in their applications for post-secondary education admission purposes.

E. Destruction of Records. Upon approval of the City Attorney, records relating to personnel may be destroyed as prescribed by law.

RULE X. PROFESSIONALISM

A. Workplace Conduct. Employees shall maintain a courteous, respectful and professional demeanor at all times. Timely attendance, responsiveness to the public, adherence to the chain of command, and respectful interactions with coworkers, management, contractors, vendors, and the public are required. Harmful gossip, insubordination, and disruptive behavior are grounds for discipline. The wearing of headphones or similar devices during in-person meetings or interacting with the public or other staff in-person is considered unprofessional conduct.

B. Appearance. All City employees are expected to present a professional appearance to the public and colleagues. Attire should be neat, clean, and appropriate for the work being performed. The City Manager reserves the right to determine acceptable standards and may require changes, as needed. Clothing that is excessively casual, has offensive language or graphics, reveals undergarments, and unprofessional accessories are prohibited.

RULE XI. PERFORMANCE EVALUATIONS

A. Policy. It is the policy of the City that regular evaluations be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager, the Department Heads, and their subordinate supervisors that these evaluations be completed. It is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such evaluations of performance and to assist in the training of supervisory personnel so that the

program of performance evaluation will be carried on in a sound and effective manner.

B. Authority to Make Evaluations. The City Manager or their designee shall have the authority to prepare performance evaluations. The City Manager, or designee may, however, delegate such authority to such subordinate supervisory employees who are most familiar with work of the employees to be evaluated, provided that the City Manager, or designee, shall review and approve all performance evaluations of personnel under their jurisdiction.

C. Time for Performance Evaluation. An annual performance evaluation may be prepared and received before the employee's salary anniversary date, and shall evaluate the employee's performance in the last year. If the employee receives a rating of (or equivalent to) "improvement needed" or "unsatisfactory" in the employee's annual performance evaluation, their supervisor shall be responsible for conducting an additional performance evaluation three months from receiving such rating and again three months subsequent to that. In addition, the employee may be given a performance evaluation at any other time during the year at the discretion of the appointing authority.

D. Postponement of Performance Evaluation. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation to be extended by the same period of time that the employee was absent.

E. Review with the Department Head. A performance evaluation must be submitted for review by, and be approved by, the Department Head before the performance evaluation is provided to or discussed with an employee.

F. Review with Employee. Each performance evaluation shall be presented by the supervisor who prepared it and discussed with the employee. The employee shall sign the evaluation to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the evaluation. Employees may not appeal or grieve the contents of a performance evaluation or the rating(s) received by the employee. Employees who disagree with the contents of their performance evaluation shall have the right to attach a written statement explaining the basis of their disagreement to the performance evaluation.

G. Retention of Performance Evaluation. After review and approval of the appointing authority, the performance evaluation, as well as any written statement provided by the employee, shall be made a part of the employee's personnel file.

H. Effects of "Improvement Needed" and "Unsatisfactory" Ratings.

1. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not receive any merit salary increase during the period following the report, except as provided in Rule XI.H.2.

2. If an employee who has been denied a merit salary increase improves their performance to such an extent that the appointing authority believes a merit salary increase is now justified, the appointing authority shall indicate the improvement on a report of performance form and may specifically award a merit salary increase. Additionally, in awarding the merit salary increase under this subsection, the appointing authority may change the merit salary increase anniversary date to the date of the award of the merit salary increase or may permit the anniversary date to remain the same. Any merit salary increase awarded under this subsection shall not be made retroactive.

RULE XII. WORKWEEK, HOURS OF WORK AND OVERTIME

A. FLSA Classification. The Personnel Officer shall designate those positions which are exempted from the provisions of the Fair Labor Standards Act ("FLSA") based on an assessment of the duties of each position. This designation will be expressed in the job description for the position.

B. Work Schedules and Workweek. The City Work Schedules include a standard 5/8 schedule and an alternative 4/10 schedule.

1. Alternative 4/10 Workweek and Work Schedule.

   a. The City has adopted a 4/10 work schedule for most employees, which consists of ten hours per day, four days per week.

   b. Employees assigned to work a 4/10 work schedule will work either Monday through Thursday with Fridays off or Tuesday through Friday with Mondays off. At the direction of the City Manager, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities.

   c. The workweek for employees assigned to a 4/10 work schedule shall be seven consecutive 24-hour periods, starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

2. Standard Workweek and Work Schedule.

   a. The standard 5/8 work schedule consists of eight hours per day, five days per week.

   b. Employees assigned to work a standard work schedule will work Monday through Friday. At the direction of the City Manager, some employees may

be required to work a different schedule due to the requirements of their job classifications or department responsibilities.

c. The workweek for employees on the standard work schedule shall be seven consecutive 24-hour periods, starting at 12:00a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

C. Recording of Work Hours. All employees are required to report their time using the prescribed timekeeping program. In the absences of any clocking-in/out system, employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.

D. Daily Hours of Work/Shifts. Daily hours of work or shifts for employees within departments shall be assigned by Department Heads as required to meet the operational requirements of such departments. The City reserves the right to regulate and/or change the designation of the specific hours or days to be worked by any employee, and no such change in the scheduling of days or hours worked shall be deemed to constitute overtime, provided the total number of hours and days does not exceed those specified as constituting the standard work year, work period, workweek and workday hereunder.

E. Changes in Work Schedules. The City reserves the right to establish and modify work schedules in order to meet the varying needs of the different City departments. Except in the case of an emergency, Department Heads must provide employees with reasonable notice before changing an employee's work schedule. If the needs of the City require that a position be assigned to work a different work schedule or have a different workweek than set forth in this section, the City Manager, in consultation with the Department Head, may designate the work schedule and workweek for employees in that position in writing. Any additional alternative workweeks shall be designated by administrative policy adopted by the City Manager.

F. Meal Periods. Non-exempt employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked.

1. Non-exempt employees shall be entitled to a 60-minute unpaid meal period during each work shift which equals or exceeds 8 hours; non-exempt employees shall be entitled to a 30-minute unpaid meal period during each work shift which exceeds 5 hours but is less than 8 hours.

2. Supervisors shall schedule meal periods to ensure appropriate coverage.

3. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time

spent on such work shall be kept to a minimum, and may only occur with the prior written authorization of a Department Head. Non-exempt employees who work during their meal periods shall be paid for time worked.

G. Rest Periods. Except where unusual operational demands prevent a rest break, non-exempt employees are entitled to two 15-minute paid rest periods during each work shift which equals or exceeds 8 hours, or one 15-minute paid rest period during each work shift which equals or exceeds 4 hours, but is less than 8 hours. Rest periods shall not be combined or added to employees' meal periods. Rest periods shall also not be added to the beginning or end of an employee's shift.

H. Overtime. Non-exempt employees shall be entitled to overtime at the rate of one and one-half of their regular hourly rate of pay for each hour worked in excess of 40 hours in any one workweek. Employees are not entitled to compensatory time off in lieu of overtime. Exempt employees are not eligible to receive overtime compensation.

1. Calculation of Hours Worked. For the purposes of overtime compensation, "hours worked" shall only include those periods of time that the employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time during which an employee is suffered or permitted to work. As such, paid time off, including for example, time spent on a paid leave of absence, sick leave, holidays and CALTime, as well as time assigned as standby duty, shall not be included in the calculation of hours worked.

2. Approval of Overtime. It is the policy of the City to avoid the necessity for overtime work whenever possible. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts.

   Employees shall not perform work outside of their regularly scheduled shifts or in excess of 40 hours in a workweek unless requested to do so by their Department Head or with advance written authorization from their Department Head. This requirement applies to, but is not limited to:

   a. Work performed before the start of the shift;

   b. Work performed during meal periods;

   c. Work performed after the end of the shift; and

   d. Other work performed "off the clock" including work performed at home.

   Time spent on such work outside an employee's regularly scheduled shift shall be kept to a minimum. The City will compensate employees for all hours worked as required by law, including overtime hours worked without approval from the pertinent Department Head. However, employees that work

overtime without receiving prior approval as required under this section, may be subject to disciplinary action, up to and including, termination of employment.

RULE XIII. LEAVES OF ABSENCE

A. Effect of Leave of Absence.

1. Effect of Leave of Absence on Employment Benefits.

   a. Fully Paid Leave. Unless otherwise required by law, an employee on a leave of absence who continues to receive full compensation through the use of their accrued leave banks, or in conjunction with workers' compensation, short-term or long-term disability, or paid parental leave, will continue to receive full employment benefits. Such employment benefits may include, but are not limited to, the accrual of paid leaves, accrual of seniority, and cafeteria contributions which remain at the rate the employee would receive if the employee was working their normal work schedule.

   b. Partially Paid Leave. Unless otherwise required by law, an employee on a paid leave of absence who is receiving less than full compensation from the City through the use of the employee's accrued paid leaves, including workers' compensation, short-term or long-term disability leave, or paid parental leave, shall receive a prorated share of their employment benefits, including, but not limited to, the accrual of paid leaves, cafeteria contributions, or supplemental pay, when only partially paid leave has been received for two consecutive workweeks.

   c. Unpaid Leave. Unless otherwise required by law, an employee on an unpaid leave of absence shall not accrue any employment benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, cafeteria contributions, and supplemental pay, when unpaid leave has been used for at least 40 hours in a pay period.

2. Effect of Leave on Performance Evaluations and Merit Increases. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation, and merit increase, if relevant, to be extended by the same period of time that the employee was absent.

B. Unauthorized Absences. Any employee absent from their job for more than three consecutive working days without prior permission of the Department Head may be considered to have voluntarily resigned from their employment with the City. Any

unauthorized absence may be cause for disciplinary action as provided in these personnel rules.

C. Holidays.

All full-time employees are eligible to receive paid holiday leave under this section. Part-time employees and temporary employees are not eligible for paid holiday leave under this section.

Employees scheduled to work on a holiday listed below will receive pay for actual hours worked as if it were not a holiday in accordance with the Rules, whether that is straight time or overtime as determined in Rule XII. Workweek, Hour of Work and Overtime, in addition to 8 or 10 hours (as described below) of holiday pay. Holiday pay provided under this Rule does not constitute hours worked. Banked holiday hours will no longer be accrued.

1. Holidays Observed for Employees on a 5/8 Work Schedule. As provided in Section B.2. of Rule XII, employees working a 5/8 work schedule, that are regularly scheduled Monday through Friday of each week with occasional Saturdays, shall receive 8 hours of pay for holidays observed and recognized under this subsection. Such employees are entitled to the following days as recognized and observed paid holidays:

   a. New Year's Day (January 1)
   b. Martin Luther King Jr. Day
   c. Presidents' Day
   d. Memorial Day
   e. Independence Day (July 4)
   f. Labor Day
   g. Veterans Day (November 11)
   h. Thanksgiving Day
   i. Day after Thanksgiving Day
   j. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

2. Holidays Observed for Employees on a 4/10 Work Schedule. As provided in Section B.1. of Rule XII, employees working a 4/10 work schedule shall receive 10 hours of pay for holidays listed under this subsection.

   4th of July

   The 4th of July will be a paid holiday only if it lands on a regularly scheduled workday for the employee.

   Day After Thanksgiving

Employees working Monday through Thursday have the option to observe the Day After Thanksgiving as a paid holiday either the Wednesday immediately before Thanksgiving day or the Monday immediately after Thanksgiving, with their Department Director's, or designee's approval to ensure appropriate staffing levels for days that City Hall is open to the public. Employees working Tuesday through Friday shall observe the Day After Thanksgiving as a paid holiday on the Friday immediately following Thanksgiving day.

Winter Break

Each working day commencing December 24 and ending December 31, as well as New Year's Day (January 1) immediately following December 31, shall be recognized as a paid holiday.

Additional Holidays

Employees working a 4/10 work schedule are entitled to the following days as recognized paid holidays, so long as the day does not land on a Saturday or Sunday. Employees working Tuesday through Friday, if a holiday lands on a Monday, the holiday shall be observed on the Tuesday immediately following the holiday.

a. Martin Luther King Jr. Day
b. Presidents' Day
c. Memorial Day
d. Labor Day
e. Thanksgiving Day

D. Comprehensive Annual Leave

Comprehensive Annual Leave (CAL time) is to ensure that all employees have an adequate amount of time off each year for rest and relaxation, personal business, or personal/family illness. All full-time employees earn CAL time from the date of hire. Part-time employees are not eligible for CAL time; however, they will continue to receive sick leave in accordance with state and federal laws as further detailed in section E of this Rule.

1. Computation of CAL Time

Employees covered by this plan will earn CAL time from the date of hire using the following accrual rates, prorated each pay period, as outlined below.

Months of Continuous Employment	CAL Time Hours (Annually)	Biweekly Accrual Rate (hours per pay period)	Maximum Accumulation (hours)
0 - 60	176	6.77	480
61 - 120	216	8.31	480
121+	256	9.85	480

The maximum balance of unused CAL time an employee may have at any one time is four hundred eighty (480) hours. The City Manager may grant an employee, on a case-by-case basis, the ability to accrue annual leave above the annual accrual limit for good cause shown.

2. Procedure for Use of CAL Time

Whenever possible, employees should request time off at least two weeks in advance, however, the advance notice does not guarantee the time off request will be approved. Supervisors, managers, and directors will make every effort to approve requests for time off, while ensuring business priorities are being met.

When an employee is unable to request time off in advance, such as for an illness or emergency, the employee shall notify their supervisor prior to the start of their shift, or as soon as reasonably practicable.

Any employee absent for more than five (5) consecutive work days due to illness or accident may, at the discretion of their supervisor and in coordination with human resources, be required to provide a medical certificate from the employee's medical provider indicating the day(s) of the illness/injury and that the illness/injury prevented the employee from being able to work.

An employee off work or contemplating to be off work due to illness or injury for an extended period equivalent to two (2) workweeks or more shall provide a medical certificate statement as to length of absence from the employee's health care provider stating the employee is either unable to work, or specifically describing any restrictions or light duty requirements.

If a holiday falls on a workday during an employee's CAL time, that day shall be considered as a paid holiday and not CAL time.

3. CAL Time Voluntary Cashout

So long as the employee has at least forty (40) hours of CAL time remaining after any cashout, an employee may cash out up to forty (40) hours of CAL time twice a year, for a maximum of 80 hours of CAL time per calendar year. The times at which CAL time may be cashed out will be determined by the City's Administrative Services Department. CAL time cashout shall be paid at the employee's base rate of pay at the time of the conversion. Each employee eligible for CAL time benefit under this section shall make an election no later than December 31 of each calendar year, as to whether the employee wishes to cash out CAL time accrued and unused during the subsequent calendar year. Should the employee elect to cash out their CAL time and they do not have 40 hours remaining after the cashout, their election will default to the available amount that would provide 40 hours of CAL time remaining. Such an election is irrevocable. If an employee fails to make an election as required by this subsection, such failure will be treated as an

election to not cash out CAL time accrued and unused during the subsequent calendar year.

4. CAL Time Cashout at Termination
At termination of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, CAL time at the employee's base rate of pay at the time of termination.

E. Sick Leave for Part-Time and Temporary Employees

1. Applicability. This section applies to part-time and temporary employees only. The City provides paid sick leave to part-time and temporary employees as required under California law. This section does not apply to retired annuitants working for the City.

2. Definitions.

a. Hours Worked. Hours worked shall include all time when a part-time or temporary employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time when a part-time or temporary employee is suffered or permitted to work. Paid sick time is not considered time worked.

b. Family member means any of the following: a child (which means a biological child, adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status), a parent (which means a biological parent, adoptive parent, foster parent, stepparent, legal guardian of an employee or registered domestic partner, or person who stood in loco parentis when the employee was a minor child), a parent-in-law, a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling, or a designated person (which means a person identified by the employee at the time the employee requests paid sick leave. The City limits the employee to one designated person per 12-month period for paid sick leave).

3. Paid Sick Leave.

a. Eligibility for Sick Paid Sick Leave. Part-time and temporary employees are eligible for paid sick leave after they work for the City for at least thirty (30) days within a calendar year. Part-time and temporary employees who work fewer than thirty (30) days within a calendar year are not eligible for paid sick leave.

b. Accrual of Paid Sick Leave.

   i. Part-time and temporary employees regularly scheduled to work 10 hours per day shall accrue paid sick leave at the rate of 3.58 hours for each pay period, resulting in 50 hours/5 working days by the employee's 200th day of employment. Once the part-time or temporary employee has accrued 50 hours of sick leave in a 12-month period, regardless of how much has been used, they will not accrue any additional leave until their annual hire date anniversary, at which time their accruals will begin again under this policy.

   ii. Part-time and temporary employees regularly scheduled to work 8 hours per day or less shall accrue paid sick leave at the rate of 2.86 hours for each pay period, resulting in 40 hours/5 working days by the employee's 200th day of employment. Once the part-time or temporary employee has accrued 40 hours of sick leave in a 12-month period, regardless of how much has been used, they will not accrue any additional leave until their annual hire date anniversary, at which time their accruals will begin again under this policy.

c. Qualification Period Prior to Use of Paid Sick Leave. Part-time and temporary employees are entitled to use their accrued paid sick leave only after completing ninety (90) days of employment. Part-time and temporary employees who work fewer than 90 days are not entitled to take any paid sick leave.

d. Notice of Accrued Paid Sick Leave. All accrued paid sick leave will be reflected on each part-time and temporary employee's paystub, including the balance of paid sick leave available.

e. No Advance of Paid Sick Leave. The City will not "advance" or "lend" paid sick leave to a part-time or temporary employee before it has been accrued.

f. Sick Time Rate of Pay. Part-time and temporary employees shall be compensated for paid sick leave at their regular rate of pay for the position and schedule in which paid sick leave is utilized.

g. Annual Paid Sick Leave Use Limit. Part-time and temporary employees may use up to 40 hours or five days, whichever is more, of accrued paid sick leave during a calendar year.

h. Accrued Paid Sick Leave Carry-Over. Unused paid sick leave may be carried over from calendar year to calendar year with a maximum paid sick leave bank of 80 hours or ten working days, whichever is more.

i. Minimum Increments Paid Sick Leave. The minimum charge to a part-time or a temporary employee's paid sick leave account shall be 30 minutes per workday.

j. Permitted Use of Sick Leave. Upon the oral or written request of a part-time or a temporary employee, the City shall permit the part-time or temporary employee to use accrued paid sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.

- Part-time and temporary employees who are victims of crime, abuse, or qualifying act of violence may take time off as paid sick leave to obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

- Part-time and temporary employees who are victims of crime, abuse, or qualifying act of violence may take time off as paid sick leave to seek medical attention for injuries caused by crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; or to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

k. Request for Use of Paid Sick Leave.

- A part-time or temporary employee shall contact the employee's immediate supervisor prior to or within one hour of the commencement of their work shift to report the need for paid sick leave. If no immediate supervisor is available, an employee shall contact the Department Head. Consideration shall be given to emergency situations that restrict the employee from contacting the employee's immediate supervisor within the first hour of work including, but not limited to: accident, injury, or hospitalization. In such emergency situations, an employee shall contact the employee's supervisor as soon as practicable.

- If the need for paid sick leave unforeseeably arises, such as at a part-time or temporary employee's work site, the part-time or

temporary employee shall notify the employee's immediate supervisor before leaving the work site or as soon as practicable.

- When a part-time or temporary employee has advance notice of the need for paid sick leave, such as when scheduling non-emergency medical and dental appointments, the part-time or temporary employee is required to notify the employee's supervisor at least three (3) days in advance of the employee's need for paid sick leave. Part-time and temporary employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

- A part-time or temporary employee is not responsible for searching for or finding another employee to cover the employee's shift in order to use paid sick leave.

l. Any employee absent for more than five (5) consecutive work days due to illness or accident may, at the discretion of their supervisor and in coordination with human resources, be required to provide a medical certificate from the employee's medical provider indicating the day(s) of the illness/injury and that the illness/injury prevented the employee from being able to work.

m. Unused Paid Sick Leave. No part-time or temporary employee shall be compensated for or allowed to exhaust any accrued paid sick leave upon resignation, including retirement, termination, layoff, or death.

n. Reinstatement of Unused Paid Sick Leave. Unused accrued paid sick leave for part-time or temporary employees at termination shall be reinstated upon return to active status occurring within no more than twelve (12) months of termination. For part-time or temporary employees who return to the City within twelve (12) months from their previous separation, days worked prior to the previous separation will count toward the ninety (90) day qualification period.

o. Paid Sick Leave Accrual Upon Promotion to Full-Time Employee Status. If a part-time or temporary employee is promoted to full-time employee, the employee's accrued unpaid sick leave shall be converted to CAL time.

p. Records Documenting Hours Worked and Paid Sick Leave Accrued and Used. The City shall keep records documenting the hours worked and paid sick leave accrued and used by a part-time or temporary employee for three (3) years.

q. Employee Inspection of Records Pertaining to Paid Sick Leave. Upon reasonable request to the City's Human Resources Department, and within twenty-one (21) calendar days after the request, the City shall afford

current and former part-time and temporary employees the right to inspect or copy records pertaining to their hours worked and paid sick leave accrued and used.

F. Bereavement Leave.

1. Eligibility and Available Leave. An employee is eligible to receive leave under this section if the employee has been employed by the City for at least thirty (30) days prior to commencement of leave. If an employee loses an immediate family member, as defined in this section below, the employee will be allowed to take up to five (5) days of leave per death. Leave days under this section need not be consecutive but shall be completed within three months of the date of death of the immediate family member. The City may request verification of death as permitted under the law.

2. Pay While on Leave. Each employee is eligible to receive up to 40 hours of pay per rolling 12-month period while on bereavement leave as provided in this section. These 40 hours of pay for bereavement leave shall not be chargeable to any other leave balance. Once an employee exhausts available pay under this section, such employee may use other available accrued paid leave to receive pay during additional bereavement leave.

3. Immediate Family Member. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, half-brother, brother-in-law, stepbrother, half-sister, sister-in-law, stepsister, spouse, domestic partner, child, stepchild, grandparent, grandchild, legal guardian or legal ward.

G. Military Leave. Military leave with or without pay shall be granted in accordance with Section 395 of the California Military and Veteran's Code and the Uniformed Services Employment and Reemployment Rights Act. In addition, leave for military exigency or military caregiver shall be granted in accordance with the Family and Medical Leave Act, as set forth in the City's FMLA/CFRA/PDL Administrative Policy.

H. Victims of Qualifying Act of Violence. Employees who are victims of, or an immediate family member of a victim of crime, abuse, or qualifying act of violence may take time off to obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

Employees who are victims of, or an immediate family member of a victim of crime, abuse, or qualifying act of violence may take time off to seek medical attention for injuries caused by crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; or to participate in safety

planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Time taken off for this purpose is unpaid, however, you may use any available leave balances.

I. Jury Duty.

An employee summoned for jury duty will immediately notify the employee's department head. While serving on a jury, an employee will be given a leave of absence with pay for the duration of the employee's jury duty. Such leave of absence with pay is conditional upon the employee returning to work upon their dismissal each day to complete their normal workday, as required at the employee's department head's sole discretion. Employees who fail to return to work, as required by their department head, are required to use other accrued paid leaves for that period of the employee's absence. Such leave is also conditional upon the employee's conveyance to the City of any compensation received as a juror, not including any travel allowance received.

J. Pregnancy Disability Leave. Employees who are disabled due to pregnancy, childbirth, or related medical conditions shall be granted leave in accordance with the full provisions governing such leave set forth in an administrative policy and in accordance with the law.

K. Family Care and Medical Leave. Employees shall be granted family care or medical leave in accordance with the Family Medical Leave Act and the California Family Rights Act. The full provisions governing such leave will be set forth in an administrative policy.

L. Reproductive Loss Leave. Upon completion of thirty (30) days of employment with the City, all employees are eligible to receive reproductive loss leave as provided in this section.

1. Definitions applicable to this section.

a. Reproductive loss event: means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

b. Failed adoption: means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to any person who would have been the parent if the adoption was completed.

c. Failed surrogacy: means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies

to any person who would have been the parent if the child was born as a result of the surrogacy.

d. Miscarriage: means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

e. Stillbirth: means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

f. Unsuccessful assisted reproduction: means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

2. Leave Entitlement. An employee is entitled to receive up to five (5) days of unpaid leave under this section following a reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve (12)-month period, the City will grant additional reproductive loss leave, under this section, up to twenty (20) days within a twelve (12) month period. An employee may use leave entitlement under this section nonconsecutively. Except as otherwise provided in subsection 3 "Impact of Other Leave" below, leave under this section shall be completed within three (3) months of the reproductive loss event.

3. Impact of Other Leave. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under Rules XIII(J) or XIII(K), or any other leave entitlement under state or federal law, the employee shall complete leave under this section within three (3) months of the end date of the other leave.

4. Use of Accrued Paid Leave. An employee may use CAL leave, sick leave, or other leave that is otherwise available to the employee to receive compensation while on leave under this section.

5. Nonretaliation. Noninterference. The City will not retaliate against an employee, including imposing any disciplinary action, because of the employee's exercise of the right for leave under this section or an employee giving information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave. Further, the City will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section.

6. Confidentiality Provision. The City will maintain the confidentiality of any employee requesting leave under this section. Any information provided to the City pursuant to this section will be maintained as confidential and will not be disclosed except, as necessary, to internal personnel, legal counsel, or as may otherwise be required by law.

M. Leave of Absence Without Pay. In accordance with the procedures in this section, a temporary unpaid leave of absence for a defined period may be considered because of illness or disability not protected by law, or for other reason deemed acceptable at the City's sole discretion. The department director may approve up to two weeks of leave without pay. Any amount of leave without pay beyond two weeks must be approved by the City Manager or their designee. This section does not govern leave protected by the law.

1. Exhaustion of Paid Leaves.

   a. Non-medical Leave of Absence Without Pay. An employee requesting leave under this section for nonmedical reasons is required to fully exhaust all of their paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

   b. Medical Leave of Absence Without Pay. An employee requesting leave under this section for medical reasons is required to fully exhaust all of their paid leaves, including sick leave, in order to be eligible to receive a leave of absence without pay.

2. Accrual of Benefits. Leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time leave is granted shall be retained by the employee; however, CAL time, sick leave (where applicable), increases in salary, health benefit allotments, allowances and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range the employee received when they began their leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward by an amount equal to the days of unpaid leave taken by the employee.

   Failure of the employee to return to their employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended.

N. Administrative Leave. As compensation for the unique nature of their jobs, including after-hours meetings or work, the City provides Administrative Leave as described below to Executive, Management and General positions classified as exempt on the City's Pay Plan. Administrative Leave amounts are subject to modification from time to time at the City's sole discretion, as follows:

1. Employees in the Executive classification shall receive 80 hours of Administrative Leave per fiscal year.

2. Employees in the Management classification shall receive 60 hours of Administrative Leave per fiscal year.

3. Employees in the General classification which are classified as exempt shall receive 20 hours of Administrative Leave per fiscal year.

The City Manager shall have the authority to grant Administrative Leave to any employee in recognition of additional hours worked, extraordinary service, or to otherwise meet City needs.

Administrative Leave shall be credited and vest on July 1st of each year. New eligible employees shall be credited with a prorated number of Administrative Leave hours based on the number of months remaining in their first fiscal year as an eligible employee. One day worked in a particular month shall be considered as qualifying for that month.

Administrative Leave cannot be carried forward from year to year, and any unused leave will be cashed out on June 30th of each year. At separation of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, Administrative Leave at the employee's base rate of pay at the time of separation.

O. Fitness for Duty Leave.

1. Purpose/Policy. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels unfit to perform their duties, the employee must notify their supervisor immediately.

2. Reasons for Fitness for Duty Leave. In the discretion of the City, an employee may be placed on a paid Fitness for Duty Leave and a fitness for duty examination may be ordered in any of the following situations:

   a. An employee returns from a medical leave of absence of more than five working days.

   b. An employee is involved in the interactive process with the City under Rule III.C.

   c. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness,

dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

d. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.

3. Procedures for Ordering a Fitness for Duty Examination. When a supervisor becomes aware of or observes behavior that makes the supervisor reasonably suspect that an employee may not be fit for duty, the supervisor shall confer with the Personnel Officer to discuss the supervisor's basis for the reasonable suspicion that the employee may not be fit for duty. After such conference between the supervisor and the Personnel Officer, the Personnel Officer may request the supervisor to refer the employee to the Personnel Officer who will determine whether a fitness for duty examination is necessary and should be scheduled. If the circumstances warrant it, the Personnel Officer may place the employee on a paid or unpaid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City. If the employee is placed on Fitness for Duty leave while at work, under no circumstances is the employee to drive themselves to any secondary location, whether that is to the employee's home, an examination facility, or elsewhere.

4. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fit or unfitness for duty without the employee's permission.

a. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of their position.

b. Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically list what restrictions are necessary and for how long those restrictions are necessary. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C. The City shall then evaluate those restrictions and determine if the restrictions can be reasonably accommodated.

c. Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work. The Employee may request a leave of absence in accordance with the appropriate subsection of this Rule. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that the employee is entitled to

under these Rules, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability or a medical condition as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C.

P. Voting Leave. The City encourages eligible employees to register and vote in all federal, state and local elections. Employees of the City are expected to vote prior to or following their assigned working hours. In accordance with the *Election Code*, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, the employee may take off such working time as will enable the employee to vote. A maximum of two hours may be taken with pay. To receive time off for voting, the employee must notify the employee's Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off shall be decided between the employee and the employee's Department Head. Employees who use Voting Leave are required to present a voter's receipt to their Department Heads.

Q. Subpoenaed Absence. An employee who is subpoenaed or otherwise required under a court order to provide testimony as a witness, may receive the employee's regular pay during the employee's absence, whether such subpoena is related or unrelated to City business. An employee who receives a "Summons or Subpoena to Appear" for witness duty, must provide reasonable advance notice to the employee's supervisor and human resources and provide a copy of the original summons to human resources.

R. Personnel Action Leave. The City has the right to place an employee on leave at any time with full pay. An employee may be placed on personnel action leave pending investigation of misconduct, potential disciplinary action, or other reasons that the City Manager, in the City Manager's discretion, believes warrant such leave. If the City Manager is to be placed on personnel action leave, it will be done so at the discretion of the majority vote of the City Council. A personnel action leave shall not have any negative effect on the employee's benefits. Personnel action leave may also be referred to as "Relief of Duty." An employee assigned to personnel action leave shall be required to be available by phone during the employee's regular working hours. In addition, employees on a personnel action leave are prohibited from entering City facilities or property or communicating with City employees, except to the extent that non-employees may access City facilities, property, or

employees. The City Manager may place other reasonable restrictions on an employee during the period of personnel action leave.

S. School Leave. The City will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, in accordance with the following provisions.

1. Permissible Purposes:

   a. To participate in the activities of the child's primary or secondary school or licensed childcare provider;

   b. To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed childcare provider.

   c. To address an emergency, such as:

      i. A request from childcare provider or school that the child be picked up.

      ii. A provision in the attendance policy for the childcare provider or school, other than a planned holiday, that prohibits the child from attending.

      iii. Closure or unexpected unavailability of the childcare provider or school, other than during planned holidays.

      iv. A natural disaster, including, but not limited to, fire, earthquake, or flood.

   d. To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.

2. An employee may take up to 40 hours of leave per calendar year, but no more than eight or ten hours, based on their normal daily hours scheduled, in one calendar month. However, no limit shall be placed on the amount of leave taken under Section (S)(1)(d) of this rule. If more than one City employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to take a simultaneous leave of absence if the second employee obtains written supervisory approval. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

3. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the City. If an emergency makes such notice impossible, the employee shall notify the employee's Department Head as

soon as possible. Employees returning from leave may be required to provide written verification from the school or childcare provider of the employee's need for leave at the specific time and date. If an employee fails to provide sufficient verification, the City may determine that the leave time was unauthorized.

4. Leave under this section is unpaid. However, an employee may choose to use any accrued leave, including CAL time when taking leave under this section.

T. Workers' Compensation. Workers' compensation applies to all employees who experience an injury or illness that arises out of the course and scope of employment. Employees must immediately report all injuries or illnesses related to the scope of their employment to their supervisor or human resources. If an employee is incapacitated and unable to immediately report their injury or illness, they must report their injury or illness as soon as they are reasonably able to do so.

Employees seeking immediate medical attention at the direction of their supervisor, or in emergency situations, shall receive payment for time spent waiting for and receiving treatment, through the end of their scheduled shift on the date of injury or the date which their supervisor sends them for treatment, only. Subsequent appointments are dictated by the doctor, and therefore time spent at the appointments are not paid for through temporary disability insurance. Employees attending follow-up appointments may use their supplemental leave accruals for appointments for which they are unable to attend outside of working hours.

Before the start of benefits, injured employees shall serve a waiting period of three-calendar days. The waiting period need not be consecutive days. Partial days of absence for doctor appointments or authorized periods of disability may be accumulated to equal full days and charged to the waiting period. For the purpose of calculating the waiting period, the day of the injury shall be included unless the employee was paid full wages for that day. The waiting period is waived if the:

- Injury was caused by a criminal act of violence, or
- Employee is disabled more than 14 calendar days, or
- Employee is hospitalized as an inpatient for treatment required by the injury or illness.

RULE XIV. ATTENDANCE

A. Attendance. Employees will be in attendance on time at their workstation or location in accordance with the rules regarding hours of work, holidays, and leaves. Employees will make every effort to schedule personal appointments outside their working hours. Employee adherence to the rules governing attendance, leaves of absence and tardiness will be reviewed and evaluated during the employee's annual

performance evaluation. All supervisors/managers will keep track of employee attendance records, which will be reported to Administrative Services by approval of electronic timesheets.

B. Tardiness. It is the responsibility of the employee to arrive at work on or before the assigned time each day. If for some reason beyond the control of the employee, it is not possible for the employee to come to work on time, arrangements in advance with the Department Head must be made at the earliest possible time. In no case will repeat tardiness be tolerated.

C. General Absences. Pre-authorized time off, authorized paid/unpaid leaves of absence due to bona fide illness or injury, jury duty, bereavement, or other City leaves are the only types of absences permitted. All others will be considered a violation of these Rules.

D. Unauthorized Absences. An employee who is absent for a full shift without notification or authorization may be subject to disciplinary action, up to and including, termination of employment.

E. Remote Work. All employees are expected to perform their duties on-site unless an alternative arrangement is expressly authorized by the City Manager, at the City Manager's sole discretion. Remote work is not a right and may be rescinded at any time based on the operational needs or performance considerations.

RULE XV. LAYOFF/SEPARATION/RETIREMENT

A. Layoff. Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment, may be laid off without disciplinary action and without the right of appeal, unless otherwise required by law. The City Manager shall determine the class and number of positions within each class to be affected, as well as the effective date of the layoff.

1. Notification. Employees to be laid off shall be given, whenever possible, at least 14 days prior notice.

2. Order of Layoff. In each class of position, employees shall be laid off according to the needs of the service as determined by the Department Head and the Personnel Officer.

3. Reemployment List. The names of persons laid off or demoted in accordance with this section shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every Department Head when a vacancy arises in the same or lower class of position before certification is made from an eligible list or starting a recruitment. Names of

persons laid off shall be carried on a reemployment list for one year, except that of persons appointed to a position of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position until a full year lapses following the layoff or demotion under this section.

B. Resignations. Employees may resign at any time. However, the City requests that resigning employees file a written resignation stating the effective date and reason(s) at least two weeks prior to leaving the City's service. The resignation date should be the last day the employee actually worked.

C. Terminations. The City may terminate any employee at any time with or without cause and with or without notice.

D. Retirement/Disability Retirement. In accordance with the City's contract with the California Public Employees' Retirement System (CalPERS), employees who meet the age and service credit minimums may qualify for a service retirement from CalPERS. Under CalPERS laws, an employee who is unable to perform their job because of an illness or injury which is expected to be permanent or last indefinitely, may be entitled to receive a disability retirement.

RULE XVI. ETHICAL STANDARDS

A. Outside Employment, Enterprise, or Activity. In accordance with California Government Code section 1125 et seq., no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to the employee's employment, their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations. Employees are required to request prior approval from the City before engaging in any outside employment.

1. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged, regardless of when that outside employment began, so that the City may assess whether such outside employment conflicts with the employee's City employment. Outside employment conflicts with the City's employment when it interferes with the performance of the employees' City duties, presents a conflict of interest, or discredits the City. An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

   a. It involves the use for private gain or advantage of their City time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of their City employment;

b. It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of their City employment or as part of their duties as a City employee;

c. It involves the performance of an act, in other than their capacity as a City employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the City; or

d. It involves the time demands as would render performance of their duties as a City employee less efficient. To better determine whether the outside employment renders employees' performance of their duties less efficient, the City will evaluate the employees' outside employment's nature of job duties, hours, or conditions of outside employment. Employees are required to disclose any change to the nature of their job duties, hours, or conditions of outside employment.

2. When outside employment is reported to a Department Head, the Department Head, in consultation with the Human Resources and Risk Manager, shall determine whether the employee's outside employment conflicts with the performance of their duties and shall advise the employee of their determination in writing. An employee who is unsatisfied with the decision of the Department Head may appeal the decision to the City Manager. An employee wishing to appeal this determination must file a written appeal to the City Manager within 10 days of receipt of the Department Head's decision. The City Manager shall meet with the employee and determine whether the employee's outside employment conflicts with the performance of their duties as a City employee. The City Manager shall advise the employee and the Department Head of the City Manager's determination in writing within 15 days of meeting with the employee. The City's Manager determination shall be final and binding on all parties.

3. If, after providing approval for outside employment under this Rule, the City Manager, at their discretion, later determines that the outside employment is in conflict with the City's employment, then the City Manager may revoke such approval for outside employment. Failure of the employee to cease outside employment consistent with the timeline then provided by the City Manager, may result in disciplinary action, up to and including, termination of employment.

B. Political Activities. Consistent with the provisions of California Government Code section 3201 et seq., employees may not engage in political activity during working hours, while on City property on which members of the public would not be entitled to engage in political activities, while acting in an official capacity during work hours, or while in uniform. This includes, but is not limited to, campaigning for or against a

candidate or ballot measure; wearing or displaying political buttons, signs, or clothing in the workplace; and/or soliciting political contributions from other employees during work hours.

1. Use of City Resources Prohibited. The use of City resources are prohibited for the use of political activity, including, but not limited to, City funds, facilities, equipment (including printers), vehicles, electronic devices, or communication platforms.

2. Presentation of Views. Employees may not imply that their political views or activities represent the official position of the City. The use of official titles or City affiliations in political endorsements or campaigns is prohibited.

3. No Retaliation. Employees shall not be retaliated against for lawful political activity conducted on their own time and without the use of City resources.

C. Solicitation of Political Contributions. Consistent with the provisions of California Government Code section 3201 et seq., no City employee may knowingly, directly or indirectly, solicit a political contribution from a City employee, City officer, or person on an employment list. However, this does not prohibit City employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include City employees. This also does not prohibit a City employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City employees, provided that such solicitation cannot occur during working hours or while on City property. For purposes of this section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

D. Contracts and Conflicts of Interest. In accordance with California Government Code section 1090 et seq., no City employee can be financially interested in any contract made by the employee in the employee's official capacity, or by any body or board of which the employee is a member.

E. Conduct During the Workday. During the workday, employees are expected to devote their full time to the performance of their assigned duties. Any approved outside work, hobbies, or personal business must be performed during off-duty hours.

F. Employees with Access to Confidential Information. In performing their duties, employees may have access to confidential information, including, but not limited to, employees' personnel files and the personal or financial information of other City employees or persons who do business with the City. In addition, some City employees will be involved in some communications with the City Attorney's Office,

which can be protected by the attorney-client privilege. Employees with such access are required to keep such information confidential.

RULE XVII. DISCIPLINARY ACTIONS

A. Reason for Disciplinary Action. While the City maintains an at-will employment environment and may terminate any employee at any time with or without cause, the City also reserves the right to take disciplinary actions against any employee. Disciplinary measures may be taken for any good and sufficient cause. Cause may include, but is not limited to, any of the following:

1. Violation of the personnel ordinance or of these personnel rules.

2. Violation of any policies, procedures, personnel rules and/or regulations of the employee's department.

3. Any act of insubordination.

4. Act detrimental to the public service.

5. Refusal or inability to comply with the duties of the position occupied by the employee.

6. Any type of misfeasance, malfeasance or nonfeasance relating to their duties, office or position.

7. Fraud in securing employment or making a false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

8. Dishonesty.

9. Incompetence, such as failure to comply with the minimum standards for an employee’s position.

10. Absence from the job during working hours without permission from the employee’s supervisor or Department Head.

11. Conviction of a misdemeanor relating to the employee’s fitness to perform assigned duties, or conviction of a felony.

12. Discourtesy to the public, employees, or other persons with whom the City maintains a relationship; or engaging in treatment that does not foster cooperation.

13. Harmful gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same.

14. Misuse or abuse of City property or equipment.

15. Substandard job performance.

16. Failure to maintain any employment qualification.

17. Discrimination and/or harassment of employees or applicants based on a protected characteristic, as set forth in the City's Harassment, Discrimination and Retaliation Prevention Policy.

18. Failure or refusal to properly or satisfactorily perform assigned duties.

19. Theft or harm to City property or the personal property of another.

20. Inattention to duty, indolence, carelessness or negligence in the care or handling of City property.

21. Assault, battery, horseplay, or fighting while on duty or under the guise of office.

22. Gambling on City property or during working hours.

23. Sleeping on the job.

24. Improper use of City funds.

25. Acceptance or solicitation or bribes or extortion.

26. Abuse of CAL time or sick leave, repeated tardiness, or excessive absenteeism of any kind.

27. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.

28. Refusal or failure to report to work in a disaster or an emergency.

29. Falsification of any City report or record, or of any report or record required to be filed by the employee.

30. Use of influence of position with the City for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage.

31. Disclosure of confidential or proprietary City information to unauthorized persons, employees, or organizations.

32. Use of City tools, equipment, or other property for private, personal, unauthorized, or inappropriate purposes.

33. Use of City documents, software, or other information for personal use or for use other than City business.

B. Types of Disciplinary Actions. The City employs a disciplinary system, which includes a variety of levels of disciplinary actions, up to and including termination of employment. However, nothing in this disciplinary policy should be interpreted in any way that would affect the employee's at-will employment status. Notwithstanding any provision of this policy, all employees may be terminated at any time, with or without notice, and with or without cause. The City may take any of the following types of disciplinary actions against its employees:

1. Verbal Reprimand. Verbal reprimand as a disciplinary action means the employee is informed of their poor performance or misconduct verbally by their supervisor. Such verbal reprimand may be followed up with a written documentation memorializing the verbal reprimand.

2. Written Reprimand. Written reprimand as a disciplinary action means an official notification to the employee that there is cause for dissatisfaction with their services and that further disciplinary measures may be taken if such cause is not corrected. Official reprimand shall be given in the manner prescribed by the Personnel Officer, or designee. Reprimand notices shall be made a part of the employee's official personnel record.

3. Suspension Without Pay. Suspension without pay shall be a temporary separation from City service. Employees are ineligible to use any accrued leave during a suspension without pay.

4. Reduction In Range. Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for merit, efficiency and length of service. Reduction in pay shall become effective on the first pay period following the effective date of the disciplinary action.

5. Involuntary Demotion. Demotion without consent shall include a reduction in classification or rank, with commensurate reduction in salary.

6. Termination. Termination is the dismissal of an employee from City service.

C. Authority for Disciplinary Actions.

1. The Department Heads and/or City Manager shall have authority to take disciplinary action and they may delegate to certain of their subordinate supervisory employees the authority to make verbal or written reprimands.

2. The Human Resources and Risk Manager or designee shall be notified of any contemplated disciplinary action prior to the time it is taken.

D. Notice of Disciplinary Action. When disciplinary action, other than verbal or written reprimand, is to be taken against an employee, the Department Head or City Manager shall notify the employee in writing of the disciplinary action to be taken, the reasons for the disciplinary action, and the effective date of such disciplinary action, if applicable. Because all employees are at-will, there is no right to appeal or challenge disciplinary action. However, in certain circumstances, the employee may be entitled to a name-clearing hearing before the Personnel Officer consistent with Rule XVII.E. below. If the employee does not meet the criteria set forth in Rule XVII.E.1., then the employee is not entitled to any hearing, appeal, or waiting time before the disciplinary action is imposed on the employee, and such disciplinary action may be effective immediately.

E. Name-Clearing Hearing. In certain circumstances, an employee may be entitled to a name-clearing hearing before the disciplinary action is imposed by the City. In such circumstances, the employee will be entitled to a name-clearing hearing in accordance with this section.

1. Criteria for Entitlement to a Name-Clearing Hearing. In accordance with state and federal law, when the following three elements are present, the employee is entitled to a name-clearing hearing:

   a. A stigmatizing charge; and

   b. The employee's denial of the stigmatizing charge; and

   c. Public disclosure of the stigmatizing charge.

2. Name-Clearing Hearing. If the employee has satisfied all three criteria set forth in Rule XVII.E.1., based on the employee's Department Head or City Manager's determination, then the employee is entitled to a hearing in order to clear the employee's name. Under this limited circumstance, the City shall provide the employee with at least five days' notice of its intent to discipline the employee. During those five days, the employee may request a name-clearing hearing. If the employee desires a name-clearing hearing, the employee must file a written request with the Personnel Officer or designee within five days of receiving notice from the City of its intent to impose disciplinary action.

   If the employee does not timely request a name-clearing hearing, then the employee will have been deemed to have waived their right to said hearing. If the employee requests a hearing then the Personnel Officer or designee will make all necessary arrangements for the hearing prior to imposing the disciplinary action. The hearing shall be before the Personnel Officer or designee. The employee is not entitled to a full evidentiary hearing but is only

entitled to the opportunity to clear their name of the stigmatizing charge(s). All name-clearing hearings shall be held in private unless the employee requests a public hearing in writing.

RULE XVIII. GRIEVANCE PROCEDURE

A. Purpose of the Grievance Procedure. The grievance procedure shall be used to resolve employee complaints regarding an alleged violation or interpretation of the City's personnel ordinance or these personnel rules. Specifically excluded from the grievance procedure are:

1. Performance evaluations, or performance improvement plans;
2. Deferred or denied merit salary increases;
3. All salary decisions;
4. Verbal counseling, including all disciplinary actions;
5. Classifications and work assignments;
6. Policy decisions of the City Council;
7. Any disciplinary actions under Rule XVII.B, or procedure imposing such disciplinary action;
8. Transfer to another position without a loss of pay;
9. Any aspect of the employment examination or selection process;
10. Any matter covered by law or external administrative procedure; and
11. Matters for which there is a separate appeal.

B. Grievance Procedure.

Step 1 The employee shall inform, in writing, the employee's immediate supervisor of their grievance and relevant facts within seven days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to provide complete grievance details may result in a delay in processing the grievance. At least one conference shall be held between the employee and their immediate supervisor after the employee has expressed their

grievance. The supervisor shall advise the employee of their decision within 14 days following notification of the grievance.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievant may, within seven days after receipt of their supervisor's response, submit the grievance to their Department Head. Such submittal shall be on the City's designated grievance form and shall include details of the original grievance. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. After receipt of the grievance form, the Department Head will meet with the grievant within seven days of receiving the grievance form and make such investigation as is required. Within seven days of their meeting with the grievant, the Department Head shall return the original of the grievance form to the employee along with their written decision on the grievance.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within seven days of receipt of the Department Head's decision, submit the grievance for consideration by the City Manager or designee. Such submittal shall be on the grievance form, and shall include details of the original grievance; a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; any potential witnesses; a written statement of any issues which are still in dispute; and the specific basis upon which the grievant takes issues with the position of their Department Head. The City Manager or designee shall take such review and investigative action as they deem necessary and inform the grievant of their decision within 14 days of receipt of the grievance. The decision of the City Manager is final and binding and no further appeal may be had by the employee.

C. General Provisions.

1. No retribution or prejudice shall be suffered by employees making good faith use of the grievance procedure. All parties will act in good faith while attempting to reach a solution at the earliest possible step of the procedure. The employee will have the assurance that filing a grievance will not result in reprisal of any nature. The City will not retaliate against any employee because of the employee's good faith use of the grievance procedure.

2. Failure by management at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step. The grievant shall be entitled to be present at all steps of the procedure.

3. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered, and the grievant waives all further appeal of the matter.

4. The time limits specified at any step in this procedure may be extended by mutual written agreement.

5. The original of the grievance form shall accompany all requests for institution of the next step in the grievance procedure and shall be maintained in the employee's personnel file at the completion of the grievance procedure.

6. Communication with grievant shall be processed by personal signed receipt of document, certified mail, registered mail, or email with a read receipt returned.

RULE XIX. EMPLOYMENT BENEFITS

A. Health Benefits. Accident, health, hospital, dental and vision insurance to cover non-occupational injuries and sickness for full-time employees will be provided by the City, as set forth in the benefits flyer/schedule.

1. Any employee who does not use their full allotment for medical, dental and vision benefits may apply the remaining amount to cover the costs of other insurances, such as supplemental insurance plans, as allowed by IRS Code 125.

2. The City does not permit employees to take a “cash out” or “cash in lieu” of the medical, dental or vision insurance allotment.

3. The City contributes directly to the cost of health care premiums in accordance with Resolution 2010-48, or as may be subsequently amended.

4. The City reserves the right to modify the contribution amount or to terminate its participation in the Public Employees’ Medical & Hospital Care Act program (PEMHCA) at any time in accordance with the CalPERS rules.

B. Retirement Benefits. The City has contracted with the California Public Employees' Retirement System (CalPERS) for retirement benefits. Eligible Employees receive retirement benefits in accordance with CalPERS calculations and the Public Employees’ Retirement Law (PERL).

RULE XX. EDUCATIONAL ASSISTANCE

A. Educational Reimbursement for Training and Advancement.

The responsibility for developing training programs for employees is with the City Manager and Department Heads, jointly. When an educational course to be taken by an employee will benefit the City, the City Manager may authorize reimbursement by the City of tuition charges and books. An "educational course" may include courses that are in furtherance of a degree, other college-credit courses, or training. In order to be eligible for educational reimbursement, the employee must obtain written approval of the City Manager prior to enrolling in any courses. Failure to receive written approval may result in funds not being available. Educational reimbursement shall not exceed $1,500.00 in any fiscal year and is not compensation reportable for retirement purposes.

Employee's may qualify for reimbursement provided that:

1. The employee has not received any evaluations indicating their overall rating is unsatisfactory or needs improvement;

2. The class or classes did not commence until after the employee's hire date; and

3. The employee receives a grade of "C" or better, or a "pass" or "credit" for those classes where a pass/fail or credit/no credit grading system is used.

   In order to receive reimbursement, the employee must submit a copy of their signed Tuition Reimbursement Request form, a copy of their grade (an unofficial transcript is acceptable) and receipts for their tuition and/or required materials. Any required materials must be described in a document provided by the instructor.

B. Licenses and Certification Assistance.

1. In cases of enrollment for any certification which is a condition of employment, the City shall pay required application fees in advance.

2. The cost of licensing fees, renewal fees, and test fees for all levels of certification related to the position currently held or for advancement within the City are reimbursable, upon receipt of the certification or license. To obtain reimbursement after successful completion of the test/renewal/license process, the employee is responsible for submitting proof of payment for test fees, renewal fees, and license fees, along with proof of the certification or license, to the City Manager or designee. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

RULE XXI. WORKPLACE VIOLENCE PREVENTION

The City maintains a standalone administrative policy for workplace violence prevention: the City of Wildomar Workplace Violence Prevention Plan. Employees should refer to the stand-alone policy for details regarding the prevention of workplace violence.

RULE XXII. DRUG- and ALCOHOL-FREE WORKPLACE POLICY

The City of Wildomar maintains a drug- and alcohol-free workplace. It is the desire of the City that all work environments of employees be safe and productive and free of the influence of drugs and alcohol. The City is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by drug and alcohol abuse.

For additional details, employees should refer to the City's policy regarding drugs and alcohol in the workplace will be set forth in an administrative policy.

RULE XXIII. ELECTRONIC COMMUNICATIONS POLICY

The City provides its employees with certain electronic communications devices. All technology systems, including email, internet and mobile devices, are City property and should be used for official purposes. Limited personal use may be allowed if it does not conflict with any other Personnel Rules and Regulations, City policies, or interfere with job performance or City operations. Employees shall have no expectation of privacy when using City systems, software or hardware. Employees should be aware that no computer usage, including messages transmitted or received on the computer system are private or confidential. Misuse may result in discipline up to and including termination.

The City's full policy regarding the use of electronic communications equipment will be set forth in an administrative policy.

RULE XXIV. SOCIAL MEDIA POLICY

Employees shall not post confidential, defamatory, or inappropriate content related to City business on social media platforms. Employees may not represent their views as those of the City. Management employees and public-facing staff must exercise heightened caution due to their visibility

For additional details, employees should refer to the City's stand-alone Social Media Policy.

RULE XXV. UNIFORMS AND EQUIPMENT

A. Uniforms. Certain employees are required to wear a uniform in the performance of their job duties. All uniforms are expected to be clean and in good repair. Some uniforms consist of specific City-issued polo shirts and pants; in these circumstances the employee will wash their own uniforms, however replacements will be provided by the City, as needed. Uniforms provided to the Facilities Contract Specialist, Senior Facilities Maintenance Worker, Maintenance Workers and Senior Maintenance Workers will be furnished to employees at the City's expense. The City is also responsible for the maintenance, cleaning, and replacement of these uniforms, at the City's expense.

City uniforms are not suitable for everyday wear outside working hours, as such, employees shall wear the uniforms only while on duty and traveling to and from City work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on City duty.

B. Equipment. The City shall provide employees with the essential equipment to perform the duties of their positions. Employees are responsible for requesting training on equipment that they are unfamiliar with. Also, employees are responsible for the proper operation and maintenance of all equipment.

C. Safety Equipment and Protective Clothing. Certain employees will be required to wear approved safety shoes and other safety equipment and protective clothing. Employees failing or refusing to wear such safety equipment and protective clothing as appropriate will be subject to disciplinary action up to and including termination. If any employee is unable to wear such safety equipment and protective clothing for medical reasons, the employee must submit to the City a healthcare provider's statement covering the reasons. Upon receiving such statement, the City will engage the employee in the interactive process as may be required by law and these Rules to determine whether a reasonable accommodation is available.

RULE XXVI. EMPLOYEE REIMBURSEMENTS AND ALLOWANCES

A. Reimbursement.

1. Electronic and Mileage Reimbursement. Employees who are required to use their personal electronic devices and/or personal automobiles during the course of their employment, and are not receiving an allowance for such item(s), will be entitled to receive reimbursement for the costs of actual expenses incurred in the performance of their duties or at the IRS Standard Mileage Rate for mileage reimbursement. Employees are required to submit receipts in support of their claimed expenses.

2. Safety Shoe Reimbursement. Employees required to wear safety shoes shall be reimbursed for the purchase of such shoes, so long as they meet the appropriate

requirements. Employees will be provided reimbursement for safety shoes up to $250 each fiscal year, on an as-needed basis for regular wear and tear. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual $250 maximum. Any remaining balance will not carryover to the next fiscal year.

In order to receive reimbursement, the employee must submit original receipts as proof of purchase, as well as verification that the shoes purchased meet the required safety standards to the department's designee to confirm the safety requirements are met. Verification of the safety standards can include any document showing the shoe and its safety rating, which would match the shoe on the receipt. The department's designee will then send the reimbursement request to Finance for reimbursement. If during the course of work, an employee's safety shoes are destroyed due to unforeseen or accidental circumstances while working and the employee has used their maximum allowance, a supervisor may authorize one replacement pair of safety shoes up to $100 per fiscal year.

Safety shoes must meet the ANSI Z41-1999 and ASTM F2412-05 standards. The ANZI Z41-1999 is the standard on Protective footwear from 1999, and the ASTM is the American Society for Testing and Materials Foot Protection testing method from 2005. Most shoes show ASTM F2413—18, a standard that complies with ASTM F2312-05.

Below is a list of classifications authorized for reimbursement of safety shoes. Any classification not specifically listed below is not authorized by the Personnel Rules for reimbursement of safety shoes and must be approved on a case-by-case basis by the department director.

City of Wildomar Positions Designated for the Safety Shoes Reimbursement
Facilities Contract Specialist
Senior Facilities Maintenance Worker
Maintenance Worker I/II
Senior Maintenance Worker
Field Supervisor
Maintenance Manager
Public Works Inspector I/II
Associate Engineer

Senior Engineer
Engineering Division Manager
Principal Engineer
Building Inspector I/II
Senior Building Inspector
Building Inspection Supervisor
Chief Building Official
Code Enforcement Technician
Code Enforcement Officer I/II
Senior Code Enforcement Officer
Code Enforcement Supervisor
Code Enforcement Manager

B. Allowance. Certain employees may be provided with a monthly allowance to compensate the employee for the use of their personal electronic devices and/or personal automobile during the course of their employment. The City Manager, in their sole discretion will have the ability to determine which employees are eligible for such an allowance. If an employee receives an allowance under this section, the employee is not eligible for reimbursement under Section A.1 of this Rule, unless the employee provides receipts establishing that the allowance was insufficient to compensate the employee for all work-related use of their personal device and/or automobile. Allowances are not provided for voluntary benefits, such as voluntary remote work.

When eligible for an allowance, the following amounts may be provided:

1. Personal Cell Phone: $60/month
2. Personal Home/Mobile Internet: $60/month
3. Automobile: up to $500/month (varies per position and usage)

RULE XXVII. DISASTER AND EMERGENCY SERVICE WORKERS

A. Employees Designated as Disaster Workers. The protection of the health and safety, and the preservation of lives and property from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or extreme

peril to life, property, and resources, is paramount to the City. When a disaster strikes, the Wildomar community looks to City employees for leadership and assistance in mitigating its effects. The assistance of City employees is vital to ensuring that this community recovers from a disaster as quickly as possible. It is important that all City employees be available to assist in responding to disasters, regardless of the position they hold. As such, in accordance with the provisions of Government Code sections 3100 et seq., all City employees are declared to be disaster service workers.

B. Oath or Affirmation. All employees are required to take and subscribe to the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California at the commencement of their employment. The City Clerk shall maintain the oath or affirmation of all City employees for at least five years after the employee's termination of employment.

C. Declaration of Disaster or Emergency. Upon the declaration of a disaster or an emergency, employees are required to follow directions given in accordance with the City Emergency Management Plan.

D. Employee Disaster Responsibilities.

1. Off-Duty Procedures.

a. Employees With Pre-Designated Roles. After ensuring that their families are safe and any short-term arrangements have been made for their families' security, employees who have pre-designated emergency or disaster roles shall respond according to those established procedures.

b. Employees Without Pre-Designated Roles.

i. Communication Systems Not Functioning. When the telephones or other communication devices are not functioning, employees who do not have pre-designated emergency or disaster roles should gather information from radio and television broadcasts, as well as email and City social media websites such as Facebook and Instagram, and comply with any instructions given for City employees. Unless an employee cannot physically report to work, all City employees are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.

ii. Communication Systems Are Functioning. If the telephones or other communication devices are working, employees shall make every effort to contact their immediate supervisor for instructions as soon as possible. Unless otherwise instructed or if it is physically impossible for the employee to report to work, all City employees

are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.

2. On-Duty Procedures.

   a. Remain On Duty. All employees are expected to remain on duty at their normal work location or at a disaster location, unless dismissed by the proper authority. Every attempt possible will be made by the City to assist each employee in communicating with the pertinent employee's family.

   b. Ongoing Disasters. For disasters extending beyond the normal workday, employees are required to follow the direction and order of the proper authority.

3. Employees Physically Unable to Report to Work. In the event that an employee is unable to return to work because road and transit conditions prevent travel by automobile, public transit, or other conveyance, the employee has the option to become a disaster service worker in the City where the employee resides or is located at the time of the emergency. Any employee who cannot return to the City and serves as a disaster worker for another municipality is required to contact the personnel department of that municipality for further instructions and to obtain written documentation of the employee's assignment. The employee is required to notify the employee's own immediate supervisor of the employee's status of working in the other municipality.

   a. Compensation for Work Performed at Another Municipality. Employees who are unable to report to work during a disaster will be entitled to receive compensation from the City for the service performed at another municipality, provided that the employee provide written proof from the other municipality of the amount of time the employee worked there. That information should be logged onto the employee's timesheet and submitted through the normal payroll process. Alternatively, the employee may present written proof from the other municipality that the employee offered the employee's services, but that the other municipality rejected the employee's assistance.

   b. Returning to Wildomar. Employees are required to communicate with their supervisor as soon as possible and are required to return to their normal or disaster duties at the City as soon as travel, by any reasonable means, to the City is possible.

4. Timekeeping Requirements. All employees are required to complete special timekeeping forms daily, which will keep a record of the following information:

a. The kind of disaster work performed;

b. The number of hours worked; and

c. The location where work was performed.

5. Failure to Report to Work During a Disaster. An employee who fails to report to work as a disaster worker at the City or at another municipality will be considered on unpaid leave during the duration of the emergency, and may be subject to discipline, unless the employee submits documentation that supports justification to receive paid leave.

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF

CITY OF WILDOMAR

PERSONNEL RULES AND REGULATIONS

This acknowledges that I have received my copy of the City of Wildomar ("City") Personnel Rules and Regulations ("Rules"). I recognize that the Rules supersede any related Personnel Rules, Employee Handbook, policy statements, manuals, and/or administrative policies previously issued by the City. I have read and agree to abide by all provisions set forth in the Rules and associated personnel policies. I understand that if any part of the Rules is unclear, it is my responsibility to seek clarification from my supervisor, director, Human Resources, or City Manager.

I understand that these Rules do not create a vested contractual right in the execution by City of any duties and responsibilities relating to these Rules or associated personnel policies. I also understand that my employment with the City is at-will, meaning either City or I may terminate my employment at any time with or without cause and with or without advance notice.

PRINT FULL NAME _____

SIGNED _____

DATE _____

[RETAIN IN EMPLOYEE PERSONNEL FILE]

City of Wildomar

Harassment, Discrimination and Retaliation Prevention Policy

Updated August 13, 2025

I. PURPOSE AND POLICY

The City of Wildomar ("City") is committed to preventing harassment, discrimination, and retaliation, and maintains a strict policy prohibiting all types of harassment, discrimination, or retaliation because of race, inclusive of traits associated with race, including, but not limited to, hair texture and protective hairstyles ["Protective hairstyles" includes, but is not limited to, such hairstyles as braids, locs, and twists], color, national origin, ancestry, religion, creed, sex, gender, gender identity, gender expression, genetic characteristics or information, physical or mental disability, medical condition, marital status, sexual orientation, age, pregnancy, reproductive health choices, childbirth, or related medical conditions, military or veteran status, or any other basis protected by applicable federal, state, or local law, including based on association with individuals with one or a combination of two or more of these characteristics or based on the perception that an individual has one or a combination of two or more of these characteristics. All such harassment, discrimination, or retaliation is prohibited.

This policy applies to all officials, employees, interns, and volunteers involved in the operations of the City, as well as to applicants for employment, or any participant of another limited duration program to provide unpaid work experience and prohibits harassment and discrimination by any employee including supervisors and co-workers, and by others doing business with the City. This policy prohibits retaliation by any employee, including supervisors and co-workers. If harassment occurs on the job by someone not employed by the City, the procedures in this policy should be followed as if the harasser were an employee of the City.

Conduct that may not be prohibited under harassment, discrimination, or retaliation law may nevertheless violate this policy, violate other City policies, or other City standards of conduct.

II. DEFINITIONS

A. Discrimination Any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to the employee, because the employee is a member of a Legally Protected Category or Characteristic, or has a combination or two or more Characteristics. Examples of conduct that can constitute discrimination if based

on an individual's Legally Protected Category or Characteristic include, but are not limited to the following:

1. Failing or refusing to hire an individual based on their Legally Protected Category or Characteristic(s).
2. Terminating an individual from employment based on their Legally Protected Category or Characteristic(s).
3. Singling out or targeting an individual for different or less favorable treatment because of their Legally Protected Category or Characteristic(s).

B. Employee Any individual under the direction and control of the City under any appointment or contract of hire or apprenticeship, expressed or implied, oral or written. For purposes of this policy only, the term "employee" includes any individual who is an unpaid intern or volunteer of the City. The inclusion of any individual, including but not limited to unpaid interns and volunteers, in the definition of "employee" for purposes of this policy should not be interpreted to affect the applicability of any other policy or procedure of the City.

C. Harassment Unwelcome verbal, visual, or physical conduct based on membership in a Legally Protected Category or Characteristic(s) that creates an intimidating, offensive, or hostile work environment. Such conduct constitutes harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment, or an unpaid internship or volunteer program;
2. Submission to or rejection of the conduct is used as the basis for an employment decision, or any decision related to an unpaid internship or volunteer program; or
3. The harassment unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, leering, pictures, computer images, or cartoons regarding an employee's Legally Protected Category or Characteristic(s). Harassment is prohibited whether it involves a co-worker, subordinate, supervisor or manager, or third parties doing business with or for the City.

D. Legally Protected Category or Characteristic(s) Race, inclusive of traits associated with race, including, but not limited to, hair texture and protective hairstyles ["Protective hairstyles" includes, but is not limited to, such hairstyles as braids, locs, and twists], color, national origin, ancestry, religion, creed, sex, gender, gender identity, gender expression, genetic characteristics or information, physical or mental disability, medical condition,

marital status, sexual orientation, age (40 and over), pregnancy, reproductive health choices, childbirth, breastfeeding, or related medical conditions, military or veteran status, or any other basis protected by applicable federal, state, or local law.

E. Sexual Harassment Sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature may all constitute sexual harassment when: (1) submission to such conduct is made a term or condition of employment, an unpaid internship, or volunteer program; or (2) submission to or rejection of such conduct is used as basis for employment decisions, or any decision relating to an unpaid internship or volunteer program, affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. This definition includes potential forms of offensive behavior. The following is a non-exclusive list of some examples:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Making or threatening reprisals after a negative response to sexual advances.
4. Visual conduct, such as leering, making sexual gestures, displaying sexually explicit jokes, comments about an employee's body or dress.
5. Verbal sexual advances or propositions.
6. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
7. Physical conduct, such as touching, assault, impeding, or blocking movements.
8. Retaliation for reporting harassment or threatening to report harassment.
9. Electronic communications such as email, texts, or internet use, including online messaging and conferencing systems such as, but not limited to, Zoom and Microsoft Teams, that violate this policy.

Sexual harassment can occur between members of the same or opposite sex and need not be motivated by sexual desire or attraction. Sexual harassment can be based on pregnancy, childbirth, or related medical conditions where such conduct unreasonably interferes with the employee's work performance, affects or impacts an employee's terms and conditions or privileges of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a subordinate, or harassment by third parties doing business with or for the City.

F. Supervisor Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or the responsibility to direct them, or to adjust their grievances, or to effectively recommend such action, if the

exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

G. Retaliation Taking adverse action against any employee because of the employee's request for accommodation for a disability, religious beliefs, or complaint filed under this policy, opposition to a practice that the employee reasonably believes constitutes employment discrimination or harassment or because of the employee's participation in an employment discrimination or harassment investigation, proceeding or hearing. Retaliation also includes adverse action against an employee because of opposition or participation by a family member or close associate of the employee.

1. Examples of Opposition: Opposition to perceived harassment or discrimination includes threatening to file a discrimination complaint with the Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department ("CRD"), union, or court, or complaining or protesting about alleged employment discrimination or harassment to a manager, union official, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to the City a reasonable good faith belief that the practice opposed constitutes employment discrimination or harassment.
2. Examples of Participation: The City prohibits retaliation against any individual because the individual has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination or harassment statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. The City also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights.
3. Examples of Adverse Actions: For purposes of this policy, an adverse action includes the following acts, when the act is taken because of the employee's opposition to or participation in disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

III. PROCEDURES

A. Training and Policy Dissemination:

1. Non-Supervisory Employees: All employees will be given a copy of this policy and will receive guidance from the Human Resources Division on its provisions and the City's commitment to provide a harassment-free, discrimination-free, and retaliation-free workplace. All non-supervisory employees and temporary/seasonal employees will receive training in accordance with the requirements of the Fair Employment Housing Act (Government Code section 12950.1) and implementation regulations.

2. Supervisory Employees:
   a) All supervisors will be trained once every two years on matters relating to the prevention, reporting, and investigation of harassment, discrimination, and retaliation. Further, individuals appointed to supervisory positions from a non-supervisory position or as a new employee shall receive training within six months of their hiring or assumption of the supervisory position.
   b) Supervisory training will last for a minimum of two hours.
   c) Supervisory training will be conducted in a classroom or other interactive setting and will, at a minimum, cover the following topics:
      (i) Information and practical guidance regarding federal and state statutory laws about sexual harassment;
      (ii) Information about the correction of sexual harassment and the remedies available to victims of sexual harassment;
      (iii) Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation; and
      (iv) Information and practical guidance regarding the prevention of abusive conduct, which is defined as follows: conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute abusive conduct, unless especially severe and egregious.

B. Preventing Harassment, Discrimination, and Retaliation: The City's complaint procedure provides for a prompt, thorough, impartial, and objective investigation of every harassment, discrimination, or retaliation claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, discrimination, or retaliation, and appropriate remedies to any victim of harassment, discrimination, or retaliation. The City

encourages reporting of all perceived incidents of harassment, discrimination, and retaliation.

1. Optional Process: An employee who believes that another person has harassed, discriminated, or retaliated against the employee is encouraged to, but is not required to, confront this person and politely, but firmly inform the person of the conduct that the employee finds offensive or retaliatory and request that the person cease this behavior. If the employee does not wish to confront the person harassing, discriminating, or retaliating against the employee, or if the employee's attempts to do so have failed, the employee should file a complaint with the City.

2. Filing a Complaint: Employees should follow this procedure to notify the City of harassment, discrimination, or retaliation. Employees who believe they have been harassed, discriminated against, including by persons doing business with or for the City, or retaliated against on the job, should promptly report the complaint to their immediate supervisor, any supervisor, the Human Resources and Risk Manager, the Administrative Services Director, or to the City Manager as soon as possible.

In addition to being able to report potential harassment, discrimination, or retaliation to any supervisory employee, the following suggested reporting procedures are available when filing a complaint about certain individuals in the City:

- Complaints regarding a person within the employee's direct chain of command may be provided to the Human Resources and Risk Manager or the Administrative Services Director.
- Complaints regarding the Human Resources and Risk Manager may be provided to the Administrative Services Director or the City Manager.
- Complaints regarding the City Manager or the City Attorney may be submitted to the City Clerk for consideration by the City Council during closed session.
- Complaints regarding a member of the City Council may be reported to the City Manager or the City Attorney.

The complaints should be as detailed as possible and should include: details of the incident(s), name(s) of individuals involved, and the name(s) of any witness(es). The employee should also attach any documentary evidence to the complaint. Employees may use the City of Wildomar Harassment, Discrimination and Retaliation Reporting Form, attached to this Policy as Attachment "A."

Notification to the City of potential harassment, discrimination, or retaliation is essential. The City assures employees that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, or retaliation.

Supervisors and managers must immediately refer all harassment, discrimination, or retaliation complaints to the City's Human Resources and Risk Manager, or the Administrative Services Director if the complaint is about the Human Resources and Risk Manager.

ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE CITY'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY WHEN SUCH CLAIMS ARE LITIGATED.

3. Investigation of Complaints: All incidents of harassment, discrimination, and retaliation that are reported must be investigated. The Human Resources and Risk Manager, or other appropriate person if the circumstances warrant, will promptly undertake or direct an effective, thorough, and objective investigation of the harassment, discrimination, or retaliation allegations. The investigation will be completed and the determination regarding the harassment, discrimination, or retaliation alleged will be made and such determination will be communicated to the complainant and the accused.

   Employees may be placed on administrative leave during an investigation until the conclusion of a discrimination, harassment, or retaliation investigation.

4. Corrective Action: If the City determines that a policy violation has occurred, the City will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any such future violation of the policy.

In light of the City's duty to prevent harassment, discrimination, and retaliation and in light of the City's desire to have a professional and productive work environment, the City reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards and definitions set forth in Section II but violates other City policy or standards of conduct. For example, the City may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive to another employee of the City.

C. Anonymity and Confidentiality:

1. While the City will investigate anonymous complaints, the City strongly discourages anonymous complaints. EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE CITY'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION. Employees should also be aware that should the City learn of the identity of an anonymous complainant, the City cannot guarantee that the complainant's identity will

remain confidential, if the City determines in its discretion that disclosure is necessary to complete the investigation.

2. The City will take all reasonable steps available to maintain the confidentiality of all complaints of harassment, discrimination, and/or retaliation as well as all information gathered during an investigation. However, the City retains sole discretion to determine whether disclosure of information is necessary to complete the investigation or for other legitimate purposes.
3. In order to protect the integrity of the investigation and the privacy of the individuals involved, the City may direct that all employees involved in an investigation of harassment, discrimination, and/or retaliation complaints as complainant(s), witness(es), or accused are required to keep all information related to the investigation confidential. If so directed, an employee revealing such information is grounds for disciplinary action as provided for in the City's Personnel Rules and Regulations, except as expressly permitted by law, such as in discussion with a legal or employee representative.

D. Obligation to Cooperate: All employees involved in a workplace investigation into alleged harassment, discrimination, or retaliation are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action as provided for in the City's Personnel Rules and Regulations, up to and including termination.

E. Obligation to Report:
1. Supervisory Employees: Any supervisor who receives a complaint of harassment, discrimination, or retaliation, who witnesses harassment, discrimination, or retaliation or who has any reason to believe that harassment, discrimination, or retaliation may have occurred in the workplace is required to report the conduct immediately to the Human Resources and Risk Manager or the Administrative Services Director. Failure to report may result in disciplinary action being taken against the supervisor as provided for in the City's Personnel Rules and Regulations, up to and including termination.
2. Non-Supervisory Employees: While non-supervisory employees are not required under this policy to report potential harassment, discrimination, or retaliation, they are strongly encouraged to do so. If a non-supervisory employee elects to report potential harassment, discrimination, or retaliation, the employee may report to any supervisor or to the Human Resources and Risk Manager or the Administrative Services Director.

F. Intentionally False Complaints: Employees are prohibited from making an intentionally false complaint of harassment, discrimination, and/or retaliation. An intentionally false complaint is a complaint that the employee demonstrably does not believe to be true. Any

employee making an intentionally false complaint is subject to disciplinary action, up to and including termination.

G. Additional Enforcement Information: In addition to the City's internal complaint procedure, employees should also be aware that the EEOC and the CRD investigate and prosecute complaints of harassment, discrimination, or retaliation in employment.

1. You can contact the EEOC as follows: Los Angeles District Office, 255 East Temple, 4th Floor, Los Angeles, California, 90012; 800-669-4000/800-669-6820 (TTY) or 213-894-1000; www.eeoc.gov.
2. You can contact the CRD as follows: 2218 Kausen Drive, Suite 100, Elk Grove, California 95758; 800-884-1684/800-700-2320 (TTY) or 916-478-7251; www.calcivilrights.ca.gov.

Employees should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been harassed, discriminated or retaliated against as described in this policy.

For more information, contact the City's Human Resources Division.

IV. EXCEPTIONS

There are no exceptions to this policy without the expressed authorization of the City Manager.

V. AUTHORITY

By the authority of the City Manager.

Policy Established:	10/11/2023
Last Revision:	08/13/2025
Approved by:	

City of Wildomar

Drug- and Alcohol-Free Workplace Policy

Effective August 13, 2025

I. OBJECTIVE

A. The City of Wildomar ("City") is committed to providing a healthy and safe work environment for its employees. The purpose of this policy is to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse ("substance abuse") by employees. There is a vital interest in maintaining safe and efficient working conditions for employees. Substance abuse is incompatible with health, safety, efficiency, and success. Employees who are under the influence of alcohol or who have any illegal drugs in their system, or who abuse legal drugs while on City premises, operating machinery, or performing City business endanger their own health and safety and the health and safety of others. Nothing in this policy limits the City Manager's ability to approve limited exceptions in relation to alcohol consumption for special events, receptions, or business meetings, provided such use does not impair judgment or safety.

B. Substance abuse can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, disruption to other employees, delays in the completion of work, inferior quality of service, and disruption of community relations. This policy governs not only the abuse of alcohol and illegal drugs but also the use and abuse of legal drugs in the workplace. Employees who use legal drugs, including prescription and over-the-counter drugs, should consult with a health care provider regarding the medication's impact on work and must comply with those provisions set forth in this policy that address such use.

C. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect its business, property, equipment, and operations, and to comply with all federal and state requirements, including, but not limited to, the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8103) and the California Drug-Free Workplace Act of 1990 (Government Code § 8355), the City has established this policy concerning employee use of alcohol and drugs. As a condition of hire and continued employment, each employee must abide by this policy. Each employee will be given a copy of this policy upon their hire.

D. In the spirit of creating a drug- and alcohol-free work environment, nothing in the policy shall be construed to restrict City's ability to use common sense, prudence, technology, or external resources to protect the safety of its employees, its customers, or the public, unless otherwise prohibited by law.

Nothing in this policy is intended to diminish the City's commitment to employ qualified disabled individuals or to provide reasonable accommodation to such individuals consistent with all federal, state, and local laws.

II. APPLICABILITY

A. This policy applies to all applicants and employees of the City.

B. Certain employees may be subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended) which requires alcohol and drug-testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). To comply with Department of Transportation (DOT) regulations, the City has developed specific guidelines regarding when and how drug and alcohol testing will occur, as well as provisions on rehabilitative services available to all covered employees. The specific guidelines for covered employees who are required to have a commercial driver's license are set forth in a separate commercial driver policy. Covered employees who are required to have a commercial driver's license are covered by this policy except where this policy conflicts with the commercial driver policy or with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation City regulations governing drug testing of employees required to possess a commercial driver's license, in which case the commercial driver policy or transportation-specific legal requirement will control.

III. DEFINITIONS

A. Controlled Substances. Any drug or substance that is classified into the five schedules or classes on the basis of its potential for abuse, accepted use, and accepted safety under medical supervision by the federal Drug Enforcement Administration. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP). Controlled substances may be further classified as illegal or legal drugs.

B. Illegal Drugs. A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.

C. Legal Drugs. Any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

D. Abuse of any Legal Drug. Abuse of any legal drug means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

E. Drug Paraphernalia. Drug paraphernalia means any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance/legal drug/illegal drug, which includes, but is not limited to the items set forth in California Health and Safety Code section 11364.

F. Reasonable Suspicion. Reasonable suspicion means a belief based upon objective facts, evidence, or other indicators sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion (this is not an exhaustive list):
   1. Slurred speech;
   2. Alcohol odor on breath/person;
   3. Cannabis odor on breath/person;
   4. Unsteady walking and movement;
   5. Physical symptoms of impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
   6. An accident involving City property that provides a reasonable basis to believe that the accident was likely to have been caused by impairment from drugs or alcohol;
   7. Physical or verbal altercation;
   8. Unusual behavior;
   9. Job impairment;
   10. Possession of alcohol, drugs, or prohibited drug paraphernalia; or
   11. Information obtained from a reliable source with personal knowledge.

G. Possession. Possession means that an employee has the substance on the employee's person or otherwise under the employee's control.

H. Under the Influence. The use or misuse of any of the following in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely:
   1. Any alcoholic beverage;
   2. Any illegal drug or substance; or
   3. Any legal drug.

I. Impaired. Diminished capacity, ability, mental acuity, or performance.

J. Safety-Sensitive Employees. Safety-sensitive employees are employees who hold safety-sensitive positions. Safety-sensitive positions are those requiring the performance of duties that present risks to self and others so that even a momentary lapse of attention can have disastrous consequences, including, but not limited to the following:
   1. Positions that include interaction with children, where employees are directly responsible for protecting children, or where employees have continuous interaction or supervision that puts them in a position of influence over children.
   2. Positions that include working in or around traffic.
   3. Positions that have a history of drug or alcohol use include those where the City has established the existence of documented problems with drug or alcohol use by employees in a particular position or particular department.

IV. POLICY

A. No Right of Privacy.
The City respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of City-provided equipment, supplies, or property. Employees should be aware that the terms of this policy limit their privacy in the workplace and that employees have no reasonable expectation of privacy with respect to City property, which may be searched at any time.

B. Cannabis.
The City recognizes that the State of California has legalized the use of cannabis for recreational and certain medical uses. However, under federal law, the use of cannabis remains prohibited, and cannabis remains a controlled substance. The City will not take action against an employee solely because of the employee's lawful, off-duty use of cannabis. However, the City reserves the right to take disciplinary action under this policy, up to and including termination, when an employee is actually impaired by cannabis on duty or engages in any other conduct involving cannabis that

violates this Policy. Any action involving cannabis use will be consistent with Government Code Section 12954.

C. Advance Notification To City Of Use Of Legal Drugs.

1. Use of Legal Drugs. The City recognizes that it may be necessary for employees to use legal drugs from time to time. The City also recognizes that even legal drugs can impair the employee's ability to adequately or safely perform their duties. In order to accommodate employees who use legal drugs while helping avoid serious adverse consequences resulting from such drug use, employees are required to notify the City so that the City can determine if any work restrictions are advisable under the circumstances.
2. When Notification is Required. Employees who know or should know that their use of legal drugs might endanger their own safety or the safety of another person, might pose a risk of significant damage to the City's property, or might interfere with their job performance or the efficient operation of the City's business, are obligated to report such drug use to the Human Resources and Risk Manager. This includes, but is not limited to, side effects of increased drowsiness or dizziness. The City reserves the right to have either a City-designated physician or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.
3. Duty to Disclose. Employees who operate or who are responsible in any way for the operation, custody, or care of the City's property, or for the safety of other employees or other persons, have a duty to disclose the nature of their job duties to any prescribing physician or pharmacist and/or to a City physician or pharmacist and to inquire of the physician(s) or pharmacist whether their use of the prescribed drug might result in the dangers, risks, or impairment that this policy is intended to prevent.
4. Restrictions on Work. The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while the employee is using legal drugs.
5. Duty to Refrain from Working. No employee using legal drugs may report for or remain at work while impaired.

V. Prohibited Conduct

A. Scope**.** Employees may not engage in any of the prohibited conduct identified in this policy any time the employee is:

1. On City premises, in the workplace, or in uniform;
2. Conducting or performing City business, regardless of location;

3. Operating or responsible for the operation, custody, or care of City vehicles, equipment, or other property; or
4. Responsible in any way for the safety of other individuals associated with the City, including, but not limited to, colleagues, management, visitors, residents, and vendors.

B. Alcohol**.** The following acts are prohibited, and commission of these acts may subject an employee to discipline, up to and including, termination:
   1. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
   2. Being impaired due to alcohol use.

C. Controlled Substances. The unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance are prohibited, and commission of these acts may subject an employee to discipline, up to and including, termination.

D. Illegal Drugs. The following acts are prohibited, and commission of these acts may subject an employee to discipline, up to and including, termination:
   1. The purchase, sale, manufacture, distribution, transportation, dispensation, use, or possession of any illegal drug or drug paraphernalia; or
   2. Having any illegal drug in an employee's system.
   3. Cannabis. As it relates to testing for cannabis, consistent with Government Code section 12954, and except as otherwise required under federal law, this section shall only apply to an employee who has psychoactive cannabis metabolites in their system.

E. Legal Drugs. The following acts are prohibited, and commission of these acts may subject an employee to discipline, up to and including termination:
   1. The abuse of any legal drug;
   2. The purchase, sale, manufacture, distribution, transportation, dispensation, use, or possession of any legal prescription or over-the-counter drug in a manner inconsistent with law;
   3. Working while impaired by the use of a legal drug in violation of this Section V;
   4. Working without providing the required notice in violation of this Section V; or
   5. Failure to make proper disclosure in violation of this Section V.

VI. SUBSTANCE SCREENING

A. Job Applicants

Job applicants may be required to undergo drug and alcohol testing as a condition of employment with the City. No drug and/or alcohol test shall be administered prior to the applicant receiving a conditional offer of employment. Only positions that present a "special need" for drug and/or alcohol testing will be subject to this section. For purposes of pre-employment drug and/or alcohol testing, "special need" includes safety-sensitive positions as defined in this policy and listed below.

1. Building Inspection Supervisor
2. Building Inspector I
3. Building Inspector II
4. Code Enforcement Manager
5. Code Enforcement Officer I
6. Code Enforcement Officer II
7. Code Enforcement Supervisor
8. Code Enforcement Technician
9. Community Services Director
10. Community Services Manager
11. Facilities Contract Specialist
12. Field Supervisor
13. Maintenance Worker I
14. Maintenance Worker II
15. Public Works Inspector I
16. Public Works Inspector II
17. Recreation Leader I
18. Recreation Leader II
19. Senior Building Inspector
20. Senior Code Enforcement Officer
21. Senior Facilities Maintenance Worker
22. Senior Maintenance Worker
23. Senior Public Works Inspector
24. Supervising Public Works Inspector

B. Employees

Current employees will be subject to drug or alcohol testing in the following circumstances:

1. Following a determination that reasonable suspicion exists in accordance with this policy; or
2. When an employee is subject to return to duty and/or follow-up testing following an employee's return from drug and/or alcohol rehabilitation and/or treatment.

C. Testing

1. Circumstances Warranting Testing. The City may conduct testing under any or all of the following circumstances:
    a. Pre-employment testing;
    b. Reasonable suspicion testing;
    c. Post-accident testing; and
    d. Testing authorized or required by federal or state regulations, including Department of Transportation regulations.
2. Consent. Prior to the administration of any drug and/or alcohol testing, the City's testing provider shall attempt to obtain from the employee a completed and signed consent form. This form will document the employee's consent in writing to examination and testing and will authorize the release of such information to the City. Refusal by the employee to sign a consent form is considered insubordination and may be independent grounds for disciplinary action, up to and including termination.
3. Interference with a Required Test or Refusal to Cooperate. An employee will be subject to the same consequences as a positive test if the employee:
    a. Refuses the screening or test by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair, or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;
    b. Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;
    c. Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;
    d. Refuses to sign the required forms or documentation;
    e. Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.
4. Results. If the drug screen is positive, the employee may be requested to provide, within one (1) business day of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

5. Cannabis. Consistent with Government Code section 12954, and except as otherwise required under federal law, the City will not screen for nonpsychoactive cannabis metabolites.

VII. CONSEQUENCES OF POLICY VIOLATIONS

Violation of this policy by any employee may result in discipline, up to and including termination, depending on the circumstances and at the sole discretion of the City.

A. Effect of Criminal Conviction
An employee who is convicted under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event will be deemed to have violated this policy.

B. Effect of a Positive Test
An employee who receives a positive test for drugs or alcohol will be in violation of this policy. An applicant who receives a positive test result for drugs or alcohol may have their conditional offer of employment rescinded and may not be hired.

C. Refusal to Test
Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate direction, the employee shall be reminded of the requirements of this policy and the disciplinary consequences for refusal. Such refusal may be considered insubordination and is grounds for disciplinary action up to and including termination. Refusal to test includes, but is not limited to:

1. Failing to appear at the collection site in the time allotted;
2. Leaving the collection site before the testing process is completed;
3. Failing to provide a breath, urine, hair, or saliva specimen;
4. Failing to permit the observation or monitoring of specimen collection when required;
5. Failing to provide a sufficient amount of urine or breath specimen without a valid medical explanation;
6. Adulterating or diluting a urine, breath, or saliva specimen;
7. Failing or refusing to take a second test when required; and/or
8. Failing to cooperate with any part of the testing process; for example: refusing to sign the testing form when required.

D. Return to Duty/Follow-up Testing

Employees who violate this policy may also be required to participate in a drug and/or alcohol rehabilitation or counseling programs as a condition of continued employment. In certain instances (such as an employee who tested positive for drugs or alcohol or has successfully completed drug or alcohol rehabilitation), and solely at the City's discretion, the City may enter into an agreement with an employee who would otherwise be disciplined to permit the employee to keep their job upon fulfilling certain requirements pertaining to drug and/or alcohol rehabilitation, including, but not limited to, submitting to return to duty and/or follow-up testing when directed to do so by the City in accordance with this policy.

VIII. CRIMINAL CONVICTIONS

Employees must notify the City of any conviction under a criminal drug statute for a violation occurring in the workplace, while conducting or performing City business regardless of location, or during any City-related activity or event, in writing, no later than 5 days after any such conviction. For purposes of this policy, a conviction includes a finding of guilt, a plea of nolo contendre or no contest, and/or an imposition of sentence by any judicial body charged with responsibility to determine violations of federal or state criminal drug and alcohol statutes. When required by applicable law, the City will notify agencies under contract of any employee who has been convicted under a criminal drug statute for a violation occurring while conducting or performing City business, regardless of location.

IX. CONFIDENTIALITY

Disclosures made by employees to the Human Resources and Risk Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so, or disclosure is required by law. Disclosures made by employees to the Human Resources and Risk Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially. Laboratory reports and/or test results shall not be maintained in an employee's general personnel file and information of this nature will be maintained in a separate confidential medical folder.

Managers and supervisors must restrict communications concerning possible violations of this policy to persons who have an important work-related reason to know. In addition, managers and supervisors must not disclose the fact of an employee's participation in any drug or alcohol counseling or rehabilitation program.

X. VOLUNTARY ASSISTANCE OR REHABILITATION

A. In General

The City encourages employees who suspect they may have alcohol or drug problems to seek voluntary assistance and rehabilitation at an early date. Accordingly, an eligible employee who decides to seek treatment or rehabilitation will not be subject to discipline solely because of seeking such treatment. However, the City reserves the right to discipline employees, up to and including termination, who are found to have engaged in activity prohibited by this policy.

B. Employee Assistance

The Employee Assistance Program (EAP) is available to assist employees in these efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the EAP agency or by contacting the Human Resources and Risk Manager.

C. Leave of Absence for Voluntary Receipt of Assistance and Rehabilitation

Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Human Resources and Risk Manager, who will determine whether the City can accommodate the employee by providing unpaid leave to complete the program. The City reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave is unreasonable or would impose an undue hardship on the City.

Policy Established:	08/13/2025
Last Revision:	08/13/2025
Approved by:	

Personnel Rules and Regulation Updates

Harassment, Discrimination, and Retaliation Prevention Policy Updates

New Policy: Drug- and Alcohol-Free Workplace

August 13, 2025

Presented by Emily Wolf

City of Wildomar Personnel Rules and Regulations

- Management Rights
- Professionalism
- Holidays
- Administrative Leave
- Remote Work Policy
- Outside Employment
- Political Activity
- Electronic Communications
- Social Media Conduct

Update to Harassment, Discrimination, and Retaliation Prevention Policy

Update definition of Retaliation

Retaliation

Taking adverse action against any employee because of the employee's ***request for accommodation for a disability, religious beliefs, or complaint filed under this policy***, opposition to a practice that the employee reasonably believes constitutes employment discrimination or harassment or because of the employee's participation in an employment discrimination or harassment investigation, proceeding or hearing. Retaliation also includes adverse action against an employee because of opposition or participation by a family member or close associate of the employee.

Drug- and Alcohol-Free Workplace Policy

- Applicability
- Limited Exceptions
- No Expectation of Privacy
- Employee Responsibilities
- Prohibited Conduct
- Workplace Testing
- Consequences for Violations
- Return-to-Work and Rehabilitation
- Confidentiality

Questions

CITY OF WILDOMAR
REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: August 13, 2025

SUBJECT: Addition of Fire Safety Specialist Position

SUBMITTED BY: Chief Dustin Reed, Fire Chief

PREPARED BY: Paul Leach, Supervising Fire Marshal

ACTION:
Approve the addition of one Fire Safety Specialist to be provided through the Riverside County contract on behalf of the Fire Department.

SUMMARY:
This action would approve the addition of one Fire Safety Specialist to the Riverside County contract for Fire Services.

BACKGROUND:
Historically, the City of Wildomar Supervising Fire Marshal conducts weed abatement on vacant private land with the assistance of part time County contracted help. In the current fire season, the City has used a temporary employee under the County's Temporary Assignment Program (TAP). The County has indicated, however, that the program will not be available for subsequent years. The City will need to make other arrangements moving forward.

DISCUSSION:
Fire staff are confident that there will be enough work available for the City to add a full time Fire Safety Specialist. Adding one Fire Safety Specialist through the Riverside County Fire Department (RCFD) contract would assist the City with implementing the Weed Abatement Program. The Fire Safety Specialist would also assist withe annual state-mandated fire inspections, as well as annual business inspections within the City. The Fire Safety Specialist would be able to provide planning and construction oversight. Other duties would include plan review, and conducting construction inspections on fire systems, creating a more flexible, more efficient Fire Prevention Office. With the ability to perform multiple, overlapping duties, this position will also ensure continuity of service in times of attrition due to illness, vacation, and any other possible long term impacts.

Approval of the addition of a Fire Safety Specialist will prompt the County to amend the City's contract with the County of Riverside on behalf of the Fire Department. It is anticipated the contract will be brought back to Council in October for approval. Upon approval of the Contract, the County will begin recruitment for a Fire Safety Specialist with the hiring process estimated to be completed by January 2026. If all goes to plan, the Fire Safety Specialist would start no later than February 2026.

FISCAL IMPACT:
The addition of one Fire Safety Specialist through the County of Riverside Fire Department

would cost approximately $217,649 per year, to be split between the General Fund (75%) and Measure AA (25%). It is estimated that over time and based on workload, this position may eventually be close to cost neutral.

ATTACHMENTS:
Wildomar Safety Specialist Presentation.pdf

Addition of Fire Safety Specialist Position

Paul Leach, Supervising Fire Marshal

Wildomar
Office of the Fire Marshal

- The Wildomar Fire Marshal's Office ensures fire safety through annual inspections, enhancing the city's safety standards through the California Fire Code. We aspire to set the standard for excellence in customer service, professionalism, and community commitment, striving to lead in risk reduction and create a safer Wildomar.

- By adding one additional Fire Safety Specialist, the Wildomar Fire Marshal’s Office will receive the support needed to fulfill its mission annually.

Wildomar Office of the Fire Marshal

❖ Duties of the Fire Safety Specialist?

- Conduct the Weed Abatement Program:
  - Temporarily performed by TAP employee.
- Annual Inspections:
  - State-mandated compliance on mandated occupancies
- Compliance Enforcement:
  - Annual inspections to ensure businesses comply with fire safety regulations and to mitigate fire risks.
  - Verify the functionality of fire protection systems in all buildings.
- Planning and Construction Oversight:
  - Review new construction plans to ensure adherence to fire safety standards.
  - Conduct construction inspections to verify compliance with building codes, fire codes, and all adopted standards.

Wildomar Office of the Fire Marshal

Fiscal Impact and Implementation

Fire Safety Specialist - $217,649
In time, this position should become close to cost-neutral.

Timeline:

Official request for position from the City : by September 2025

Contract agreement (City/County) to Council: October 2025

Hiring Process: Completed by January 2026

Start Date: No later than February 2026

Wildomar
Office of the Fire Marshal

- In conclusion, as Wildomar continues to experience growth, additional staffing is imperative to effectively meet the increasing demands of our community. Your support in this endeavor not only aids in fulfilling our mission but also serves as a vital measure in ensuring the safety and well-being of our residents.

Questions?

CITY OF WILDOMAR
REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: August 13, 2025

SUBJECT: Proposed Amendments to Municipal Code 12.12.010 - City Parks and Open Space Areas

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
Discuss and provide direction regarding proposed amendments to Wildomar Municipal Code § 12.12.010

SUMMARY:
Wildomar Municipal Code § 12.12.010, which governs prohibitions in city parks and open-space areas, has been requested for review by Council Member Morabito. The proposed changes focus on clarifying and strengthening regulations related to (1) the standing of unoccupied vehicles and trailers, and (2) commercial solicitation, vending, and the sale of goods within these areas.

DISCUSSION:
Title 12. Streets, Sidewalks and Public Places Chapter 12.12. CITY PARKS AND OPEN-SPACE AREAS Section 12.12.010 establishes a range of prohibitions within city parks and open-space areas, including restrictions on vehicle parking, commercial activities, and other uses. Areas for discussion with its updated language are listed below.

§ 12.12.010 Prohibitions – Subsection B.5:
To leave standing for more than 144 hours any unoccupied tent or unoccupied trailer, except in areas designated for the storage of unoccupied tents and trailers.

Staff is recommending updating the language to:
To leave standing any unoccupied vehicle or trailer for a period exceeding 72 consecutive hours. A vehicle or trailer left standing for 72 hours or more at the same location shall not be relocated within a 500-foot radius from the original location with the intent to circumvent this time limit. Enforcement personnel may tag such vehicles or trailers suspected of violating this provision.

§ 12.12.010 Prohibitions – Subsection B.13:
Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City Council;

Staff is recommending updating the language to:
Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale

any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City;

The recommended language will bring Section 12.12.010 into alignment with other city and state regulations.

FISCAL IMPACT:
No direct fiscal impact is anticipated from the adoption of these amendments.

ATTACHMENTS:
ATTACHMENT - A: Title 12. Streets, Sidewalks and Public Places Chapter 12.12. CITY PARKS AND OPEN-SPACE AREAS
ATTACHMENT - B: Proposed Amendments to Municipal Code Â§ 12.12.010.pdf

CHAPTER 12.12
CITY PARKS AND OPEN-SPACE AREAS

§ 12.12.010. Prohibitions.

A. Within the limits of any park or open-space area belonging to or operated by the City of Wildomar, it shall be unlawful for any person to do or commit, or for any person, firm or corporation to cause or permit to be done or committed, any act specified in subsection B of this section.

B. Within the boundaries of any such park or open-space area it is unlawful:

1. To drive or otherwise operate a vehicle or to ride a bicycle upon any surface other than those appropriately signed, maintained and open to the public for purposes of such travel, except that vehicles may use such temporary parking areas as may be designated by appropriate signs. This provision does not apply to any vehicle being used for authorized City business, nor to any police or other emergency vehicle performing an authorized mission, nor to a vehicle which is within a park or open-space area pursuant to written permission of the City. This provision does not apply to any wheelchair carrying a physically incapacitated person;

2. To throw upon, along, or across any public street or driveway any snowball or any object capable of causing personal injury or damage to personal property, or to throw any such snowball or object at or toward or in the vicinity of any vehicle standing or moving along, upon, or across any such street or driveway;

3. To hitch or pull by any vehicle upon, along or across any public street or driveway, a toboggan, sled, skis or any other type of winter sports equipment; or for any person to use a toboggan, sled, skis or any other type of winter sports equipment upon, along or across any public street or driveway; or for any person to hitch or pull by any vehicle anyone on a skateboard or skates;

4. To operate or drive any vehicle at a speed in excess of 15 miles per hour or in a reckless manner;

5. To leave standing for more than 144 hours any unoccupied tent or unoccupied trailer, except in areas designated for the storage of unoccupied tents and trailers;

6. To practice, carry on, conduct, or solicit for any trade, occupation, business, or profession; or to sell or offer for sale any merchandise, article, or anything whatsoever. This provision shall not apply to any person acting pursuant to written authorization granted by the City;

7. To cause, permit, or allow any animal owned or possessed by anyone, or any animal in the custody or control of any person, to be present except:

   a. Equine animals being led or ridden under reasonable control upon a bridle path or trail authorized and provided for such purpose,

   b. Equine or other animals which are hitched or fastened at a place expressly

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authorized and designated for such purpose,

c. Dogs or cats when caged, or when led by a cord or chain not more than six feet long, or when confined by the interior of a vehicle,

d. Dogs which have been specially trained and are being used by blind or disabled persons to aid and guide them in their movements,

e. Small pets which are continuously kept on the person of the possessor at all times,

f. In connection with activities authorized by the City and in accordance with all conditions attached to such authorization,

g. Fowl or animals turned loose at the direction or with the written permission of the City;

8. To own, or have custody, possession, or control of any animal and to fail to collect, pick up, and remove all fecal matter or debris promptly after it has been deposited by the animal. This provision shall not apply to guide dogs for the blind or disabled persons;

9. To disturb the peace and quiet therein by any undue loud or unusual noise, or by tooting, blowing, or sounding any automobile siren, horn or signal or any noise-making device, or by any tumultuous conduct;

10. To cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, structure, apparatus, or property; or to pluck, pull up, cut, take, or remove any shrub, bush, plant, or flower; or to mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

11. To violate any regulation for any park or open-space area as established by the City;

12. To cut or remove, any wood, turf, grass, soil, rock, sand, gravel, or fertilizer. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

13. Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City Council;

14. To make or kindle a fire except in stoves, fire circles, or other facilities specifically provided by the City for such purpose. No fire shall be lit or maintained between the hours of 10:00 p.m. and 6:00 a.m. except by written permission of the City;

15. To be present before or after the posted closing time, except when lawfully in attendance at an event approved by the City or as a paid camper;

16. To cook any meal except in areas authorized and provided by the City for such use;

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17. To dispose of dishwater or other waste liquids, or dispose of any garbage, empty container, or other solid waste material other than in receptacles or other facilities provided for such disposal;

18. To play or bet at or against any game which is played, conducted, dealt, or carried on with cards, dice, or other device for money, chips, shells, credit or any other thing of or redeemable for value; or to maintain or exhibit any gambling table or other instruments of gambling or gaming. This provision shall not apply to simulated gambling games or to bingo games when conducted by a nonprofit organization during fund raising events pursuant to written permission of the City and in compliance with all other applicable law;

19. To discharge a firearm, or play or engage in model airplane flying, driving of golf balls, archery, or any game of a hazardous nature, except at such location as shall be specifically set apart and authorized by the City for such purpose;

20. To act in a riotous, boisterous, threatening or indecent manner, or to use abusive, threatening, profane or indecent language in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of such park or open-space area or of nearby properties;

21. To distribute any handbill or circular, or to post, place or erect any bill, notice, paper, or advertising device or matter of any kind, except pursuant to written permission of the City;

22. To hold any meeting, service, concert, exercise, parade, or exhibition without prior written authorization from the City; except that this provision shall not be construed to deprive any person of a right protected by state or federal law;

23. To hunt, frighten, chase, set a snare for, catch, injure, or maltreat any domestic or other animal, or to fish with hook and line, seine, trap, spear or net, or by any other means, in any pond, lake, stream, or water, except a place authorized and provided for such purpose. This provision shall not apply to law enforcement personnel, animal control officers, or City employees or contractors acting within the scope of their official duties or contract obligations;

24. To urinate or defecate in other than a permanent or temporary restroom; or to use any restroom, washroom, or dressing facility when it has been designated for persons of the opposite sex. This provision shall not apply to children six years of age or younger when accompanied into such facility by an adult;

25. To ride any skateboard or bicycle, except at or on locations authorized and provided for such purpose; and elsewhere within a park or open-space area skateboards shall be carried and bicycles shall be dismounted and pushed;

26. To cause the amplification of sound, except pursuant to written permission of the City and in compliance with the following condition: the location of each bandstand or gathering and the position of each loudspeaker shall be as specified in writing by the City so as to cause the least amount of disturbance to other persons, both within and without the park or open-space area.

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(Ord. 18 § 2, 2008, RCC § 12.28.010)

§ 12.12.020. Reservations.

A. The Community Services Director shall be responsible for scheduling and controlling the use of parks and open-space areas, or portions thereof, for the benefit of and participation by interested public and private persons and groups.

B. Persons or groups may request the City to reserve the use of a park or open-space area or portions thereof. Persons or groups from within the City shall be given priority over persons or groups from outside the City if a conflict in scheduling arises. Requests for such reservations shall be submitted to the Community Services Director upon district forms no less than 30 working days in advance of the requested reservation. The Community Services Director may permit a shorter advance request time for good cause shown. If the Community Services Director is satisfied that the request will not unreasonably interfere with the use of the park or open-space area by other persons, and without disturbing the peace of the surrounding neighborhood, then the reservation may be granted upon such conditions as the Community Services Director deems necessary.

C. The Community Services Director will issue reservation confirmations as necessary to verify the granting of such reservations. If a reservation request is denied, the Community Services Director shall specify in writing the grounds for such denial.

(Ord. 18 § 2, 2008, RCC § 12.28.020)

§ 12.12.030. Enforcement.

The Community Services Director shall have the primary responsibility for enforcement of this chapter. The Police Department and other law enforcement agencies are given permission to enter the public and restricted parts of all City parks and open-space areas to maintain public order or to prevent, remedy, or take other appropriate action with regard to violations of the provisions of this chapter or of other applicable laws or regulations.

(Ord. 18 § 2, 2008, RCC § 12.28.030)

§ 12.12.040. Penalty for violation.

A. Any person convicted of a violation of this chapter shall be: (1) guilty of an infraction offense and punished by a fine of not less than $50.00 but not to exceed $100.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine of not less than $100.00 for a second violation of this chapter within one year. The third and any additional violation of this chapter within one year shall constitute a misdemeanor offense and shall be punishable by a fine of not less than $500.00 but not to exceed $1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Any person violating any provision of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this chapter is committed, continued, or permitted. Payment of any penalty shall not relieve an individual from the responsibility for correcting the violation.

B. In addition to any other penalty for violation of this chapter, the Community Services Director, City employees, or appropriate law enforcement officers may require the violator

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to immediately leave the park or open-space area and to remain out of all City parks and open-space areas for the remainder of the day on which the violation occurred or other appropriate period.

(Ord. 18 § 2, 2008, RCC § 12.28.040)

§ 12.12.050. Notice of prohibitions.

The Community Services Director shall give public notice of the prohibitions set forth in Section 12.12.010(B) of this chapter by posting one or more signs in appropriate places within or at the entrance to each park or open-space area for which one or more of such prohibitions apply.

(Ord. 18 § 2, 2008, RCC § 12.28.050)

§ 12.12.060. Severability.

If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this chapter which can be given effect without the invalid provision or application; and the provisions of this chapter are declared to be severable.

(Ord. 18 § 2, 2008, RCC § 12.28.060)

§ 12.12.070. Public nuisance declaration.

A violation of any provision of this chapter is declared to be a public nuisance and may be abated by the enforcement officer (or other appropriate City employee) or may be enjoined by court action filed by the health officer (or other appropriate City employee) irrespective of, and in addition to, any other remedy herein provided.

(Ord. 18 § 2, 2008, RCC § 12.28.070)

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AUGUST 13, 2025

PROPOSED AMENDMENTS TO MUNICIPAL CODE § 12.12.010

Daniel Torres, Community Services

TITLE 12. STREETS, SIDEWALKS AND PUBLIC PLACES
CHAPTER 12.12. CITY PARKS AND OPEN-SPACE AREAS

Wildomar Municipal Code § 12.12.010 governs prohibitions in city parks and open-space areas.

The proposed changes focus on clarifying and strengthening regulations related to:

- the standing of unoccupied vehicles and trailers, and
- commercial solicitation, vending, and the sale of goods within these areas.

§ 12.12.010 PROHIBITIONS – SUBSECTION B.5:

To leave standing for more than 144 hours any unoccupied tent or unoccupied trailer, except in areas designated for the storage of unoccupied tents and trailers.

STAFF IS RECOMMENDING UPDATING THE LANGUAGE TO:

To leave standing any unoccupied vehicle or trailer for a period exceeding 72 consecutive hours. A vehicle or trailer left standing for 72 hours or more at the same location shall not be relocated within a 500-foot radius from the original location with the intent to circumvent this time limit. Enforcement personnel may tag such vehicles or trailers suspected of violating this provision.

§ 12.12.010 PROHIBITIONS – SUBSECTION B.13:

Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City Council;

STAFF IS RECOMMENDING UPDATING THE LANGUAGE TO:

Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City;

QUESTIONS?

Daniel Torres, Community Services

CITY OF WILDOMAR
REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.4
Meeting Date: August 13, 2025

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

SUBMITTED BY: Janet Morales, City Clerk

PREPARED BY: Janet Morales, City Clerk

ACTION:
1. Ratify Council Member Morabito as the Voting Delegate, Council Member Moore as the Alternate and consider appointing one other Council Member as another alternate for the League of California Cities Annual General Business Meeting; and

2. Authorize staff to complete and submit the official Voting Delegate/Alternate form to the League of California Cities.

SUMMARY:
Annually, the City Council ratifies appointments to serve as voting members and alternates for the League of California Cities (League) Annual Business Meeting in which the League membership considers and takes action on resolutions that establish League policy.

BACKGROUND:
The City of Wildomar is a member of the League of California Cities, whose mission is to advocate, expand and protect local control for cities and towns through educational resources and advocacy to enhance the quality of life for all municipalities across the state. The League's Annual Conference and General Business Meeting, held each year, is a central event where city officials convene to vote on policy resolutions that shape the League's advocacy agenda and policy positions for the coming year. The City, as a member city, participates in this process to ensure its interests are represented at the state level.

DISCUSSION:
The League's Annual Conference will be held in Long Beach from October 8 - October 10, 2025. On the last day of the conference, the annual General Business Meeting is held in which each city will have a voting delegate represent the City.

Last December, during the annual appointments to the various Boards, Committees, and Commissions, the City Council appointed Council Member Morabito as the voting delegate and Councilmember Moore as the alternate. Per the League's established procedures and submission requirements, the formal designation of a voting delegate and alternates must be completed by City Council action and submitted to the League to ensure the City's eligibility to participate in the voting process. Staff is recommending that the City Council ratify the delegate and alternate, consider appointing a second alternate, and authorize staff to submit the official Voting Delegate/Alternate Form to the League.

FISCAL IMPACT:
No Fiscal Impact to appoint the Delegate and Alternate. The cost to the attend the conference is in the approved budget for FY 2025-26.

ATTACHMENTS:
1. 2025 Voting Delegate Information Packet
2. PPT Slide.pdf

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City Council Meeting

League of California Cities Annual General Business Meeting Voting Delegate and Alternates

Conference Date: October 8 - 10, 2025

Requested Action:

- Ratify Councilmember Morabito as the voting delegate
- Ratify Councilmember Moore as the alternate
- Optional - appoint one additional alternate
- Authorize staff to submit the Voting Form to the League

CITY OF WILDOMAR
REGULAR MEETING
FUTURE AGENDA ITEMS

Meeting Date: August 13, 2025

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private and public roads - Marquez - Oct. 2025
2. Street Lighting Options for neighborhoods that don't currently have lighting - Marquez - In process
3. Discuss potential Public Safety Subcommittee - DePhillippo - TBD
~~4. Park Rental Policy - Morabito - Aug. 2025~~
5. Shed Setback from property line - DePhillippo - Oct. 2025
~~6. Collaboration with Native Plant Network - Marquez - Aug. 2025~~

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: August 13, 2025

SUBJECT: Minutes - July 9, 2025 - Regular Meeting

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, JULY 9, 2025
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 4:00 PM | Regular Session 6:00 PM

CALL TO ORDER – CLOSED SESSION - 4:00 P.M.

The Regular Closed Session was called to order by Mayor DePhillippo at 4:00 p.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, and Joseph Morabito

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:03 p.m. with all members present except for Councilmember Nigg.

ANNOUNCEMENTS

City Attorney Jex stated there are no reportable actions.

ADJOURN CLOSED SESSION

There being no further business, Mayor DePhillippo adjourned the Closed Session at 6:04 p.m.

CALL TO ORDER – REGULAR SESSION - 6:00 P.M.

The Regular Meeting of the Wildomar City Council was called to order by Mayor DePhillippo at 6:04 p.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, and Joseph Morabito

Members absent: Dustin Nigg

Staff in attendance: Interim City Manager Mann, City Attorney Jex, City Clerk Morales, Administrative Services Director Schrader, Interim Community Development Director Flores, Economic Development Director Davidson, Community Services Director Torres, Public Works Director/City Engineer Farag, Finance Manager Jantz, Senior Planner Lachgar, Code Enforcement Manager Berroteran, Human Resources Manager Wolf and Assistant to the City Manager Gorham.

FLAG SALUTE

The flag salute was led by Police Captain Rayls.

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Proclamation: Recognizing Riverside County Sheriff - Wildomar Police Chief Captain Rayls
2. Proclamation: Parks Make Life Better Month

DEPARTMENT REPORTS

There were no department reports scheduled.

PUBLIC COMMENTS

The following individuals provided public comment on items not on the agenda:
1. Gianni Perone, resident.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the agenda as presented.

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

1) CONSENT CALENDAR

Mayor Pro Tem Marquez requested to pull items #1.9, 1.10 and 1.12 for a presentation.

Administrative Services Director Schrader presented the staff report for item #1.9.

City Clerk Morales presented the staff report for item #1.12.

1.1) Minutes - June 11, 2025 - Regular Meeting

Approved the minutes as presented.

1.2) Minutes - June 17, 2025 - Special Meeting

Approved the minutes as presented.

1.3) June 2025 City Warrant Register

Approved the following:

For Fiscal Year 2024/2025:
1. Warrant Register dated 6-5-2025 in the amount of $1,820,035.24
2. Warrant Register dated 6-12-2025 in the amount of $169,678.36
3. Warrant Register dated 6-19-2025 in the amount of $318,144.69
4. Warrant Register dated 6-24-2025 in the amount of $60
5. Warrant Register dated 6-26-2025 in the amount of $1,428,360.43
6. Wire Transfer Register dated 6-30-2025 in the amount of $1,092,956.71
7. Payroll Register dated 7-1-2025 in the amount of $491,139.29.

1.4) May 2025 City Treasurers Report

Approved the Treasurer's Report for May 2025.

1.5) Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) for Fiscal Year 2025-26

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 38
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) FOR FISCAL YEAR 2025-26

1.6) Levy and Collection of Special Taxes within Community Facilities District No. 2022-1 (Services) for Fiscal Year 2025-26

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 33
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) FOR FISCAL YEAR 2025-26

1.7) Annual Levy for Community Facilities District (CFD) (Facilities/Bonded) for Fiscal Year 2025-26

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 34
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN EACH COMMUNITY FACILITIES DISTRICT LISTED BELOW FOR FISCAL YEAR 2025-26

1.8) Southwest Communities Financing Authority Fifth Amendment to the Restated Joint Powers Agreement

Adopted and authorized the City Manager to execute the Fifth Amended and Restated Joint Powers Agreement

1.9) Amendment to Agreement with Riverside Sheriff's Office to Add One Additional Motor Deputy

Authorized the Mayor to Sign the First Amendment to the Agreement for Law Enforcement Services Between the City of Wildomar and the County of Riverside

1.10) Marna O'Brien Park Rubberized Play Surface, CIP 102

Councilmember Moore stated that she would need to recuse herself from item #1.10 due to a conflict of interest.

Public Works Director Farag presented the staff report for item #1.10.

Moved by Joseph Morabito; seconded by Carlos Marquez to 1. Authorize the Interim City Manager to execute a construction contract with R.E. Schultz Construction, Inc. in the amount of $71,700 for the Marna O'Brien Park Rubberized Play Surface Project (CIP 102) (Project) and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director to approve change orders not to exceed 5% of the construction contract amount, in the amount of $3,585 (contingency).

3. Authorize the Public Works Director to execute a Task Agreement with Interwest Consulting Group, under their existing on-call services agreement with the City, in the amount of $19,348.75 for Construction Management and Inspection services for the Projects, plus Extra Work Authorizations not to exceed $651.25, for a total not to exceed of $20,000.

Motion Approved: 3 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Joseph Morabito
Voting Against: None
Abstain: Bridgette Moore
Absent: Dustin Nigg

1.11) Southern California Installation Option Application and Contract for Extension of Electric Distribution Line for the Palomar St. Widening Project (CIP 028-2)

Authorized the Public Works Director/City Engineer to execute and submit the Southern California Edison (SCE) Applicant's Installation Option and Statement of Applicant's Contract Anticipated Costs, and the Contract for Extension of Electric Distribution Line Rule 15 (Application and Contract)

1.12) Measure AA Oversight Advisory Committee Appointments

Appointed Carlos Hernandez, Mishael Izzy Israel, and Hannah Rinehart to the Measure AA Oversight Advisory Committee for terms ending January 2027, per the recommendation of the Finance Subcommittee.

1.13) Amendment No. 1 to Agreement for Engineering and Project Management Services with TKE Engineering, Inc. for the Bundy Canyon Rd. Improvement Projects, Segments 2 and 3

Authorized the City Manager to execute the First Amendment to the Engineering and Project Management Services Agreement with TKE Engineering, Inc.

1.14) Termination and Release of Slope Easement with Bundy I-15, LP

Authorized the City Manager to Execute the Termination and Release of Slope Easement with Bundy I-15, LP

2) PUBLIC HEARINGS

2.1) Development Code Amendment No. 2025-01 (Cannabis)

Mayor DePhillippo opened the Public Hearing.

Interim Community Development Director Flores presented the staff report.

The following individuals provided public comment:

1. Jessica Hume, resident, in favor of the item.
2. John Hume, resident, in favor of the item.
3. Mari Bacon, resident, in opposition of the item.
4. Gina Castanon, resident, with time donated by Ruben Castanon, resident, in opposition of the item.
5. Gianni Perone, resident, in favor of the item.
6. Maribel, resident, in favor of the item.

There being no further comments, Mayor DePhillippo closed the public hearing.

Moved by Ashlee DePhillippo; seconded by Carlos Marquez to 1. DETERMINE that Development Code Amendment No. 2025-01, and associated ordinance, is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. INTRODUCE Ordinance No. 252 and conduct the first reading by title only for ordinance entitled:

ORDINANCE NO. 252
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-01 AMENDING VARIOUS CHAPTERS OF THE WILDOMAR MUNICIPAL CODE RELATED TO CANNABIS BUSINESSES

Motion Approved: 3 - 1

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore
Voting Against: Joseph Morabito
Abstain: None
Absent: Dustin Nigg

2.2) Community Service Area Charges for FY 2025-26

Mayor Dephillippo opened the public hearing.

Public Works Director/City Engineer Farag presented the staff report.

There being no comments, Mayor DePhillippo closed the public hearing.

Moved by Joseph Morabito; seconded by Bridgette Moore to Adopt a Resolution entitled:

RESOLUTION NO. 2025 - 35
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2025-26

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

2.3) FY 2025-2026 Levy and Administration for Landscaping and Lighting Maintenance District (LLMD) No. 89-1-Consolidated & Street Lighting Zones

Mayor DePhillippo opened the public hearing.

Public Works Director/City Engineer Farag presented the staff report.

There being no comments, Mayor DePhillippo closed the public hearing.

Moved by Joseph Morabito; seconded by Bridgette Moore to Adopt a Resolution entitled:

RESOLUTION NO. 2025 - 36
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ALL ZONES, OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR AND LEVYING ASSESSMENTS ON ALL LOTS AND PARCELS OF LAND THEREIN FOR FISCAL YEAR 2025-2026; AND AUTHORIZING THE ADMINISTRATION OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2025-26

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito

Voting Against: None
Abstain: None
Absent: Dustin Nigg

3) GENERAL BUSINESS

3.1) FY2024-25 4th Quarter Budget Report

Finance Manager Jantz presented the staff report.

There were no public comments.

Moved by Bridgette Moore; seconded by Carlos Marquez to Review and approve the Fiscal Year 2024-25 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2025 - 37
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2024-25 BUDGETED REVENUES AND EXPENSES

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

3.2) City Hall Energy Efficiency Update

Community Services Director Torres presented the staff report.

The City Council discussed and received the presentation.

3.3) Metal Shipping Containers within Agricultural and Rural Residential Zones

Senior Planner Lachgar presented the staff report.

The City Council discussed and received the presentation and directed staff to initiate an Ordinance to modify Section 17.185.070 of the Wildomar Municipal Code regarding the placement of metal shipping containers on certain areas of land within agricultural and rural residential zones.

PUBLIC COMMENT

Mayor DePhillippo reopened the public comment section.

Coach Izzy provided public comment.

COUNCIL COMMUNICATIONS

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

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

CITY MANAGER REPORT

Interim City Manager Mann presented the report.

FUTURE AGENDA ITEMS

No items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor DePhillippo adjourned the City Council Meeting at 8:36 p.m

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair DePhillippo at 8:36 p.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, and Joseph Morabito

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Joseph Morabito; seconded by Bridgette Moore to approve the agenda as presented.

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

4) CEMETERY CONSENT CALENDAR

4.1) Minutes - June 11, 2025 - Regular Meeting

Approved the minutes as presented.

4.2) June 2025 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2024/2025
1. Warrant Register dated 6-5-2025 in the amount of $2,915.29
2. Warrant Register dated 6-12-2025 in the amount of $4,790.74
3. Warrant Register dated 6-19-2025 in the amount of $6,151.24.

4.3) May 2025 Cemetery Treasurers Report

Approved the Treasurer's Report for May 2025.

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the Cemetery Consent Calendar.

Motion Approved: 4 - 0

Voting For: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Dustin Nigg

5) CEMETERY PUBLIC HEARINGS

There were no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report given.

FUTURE AGENDA ITEMS

No future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair DePhillippo adjourned the Wildomar Cemetery District Meeting at 8:37 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: August 13, 2025

SUBJECT: July 2025 Cemetery Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 7-3-2025 in the amount of $352.83.
2. Warrant Register dated 7-10-2025 in the amount of $2,014.76.
3. Warrant Register dated 7-17-2025 in the amount of $150.08.
4. Warrant Register dated 7-24-2025 in the amount of $3,468.09.
5. Warrant Register dated 7-31-2025 in the amount of $7,026.16.

SUMMARY:
July 2025 Cemetery Warrant Register

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

ACCOUNT CODE:
300
302

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Years 2024/25 and 2025/26 Budgets.

ATTACHMENTS:
July 2025 Cemetery Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Fund Line	Amount (Debit)	Vendor	Memo
Bill #062625-7258	6/26/2025	7/3/2025	300 - Cemetery	233.92	EDISON	Elec 21400 Palomar (Cemetery)
Bill #6116657914	6/22/2025	7/3/2025	300 - Cemetery	14.97	VERIZON WIRELESS	05/23/25-06/22/25 Cemetery/Comm Svs
Bill #6116657914	6/22/2025	7/3/2025	300 - Cemetery	51.97	VERIZON WIRELESS	05/23/25-06/22/25 Cemetery
Bill #6116657914	6/22/2025	7/3/2025	300 - Cemetery	51.97	VERIZON WIRELESS	05/23/25-06/22/25 Cemetery
Bill #43376	6/16/2025	7/10/2025	300 - Cemetery	385.00	HAZZARD BACKFLOW INC	Backflow Repairs- 21400 Palomar
Bill #4234333682	6/19/2025	7/10/2025	300 - Cemetery	31.02	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4234333682	6/19/2025	7/10/2025	300 - Cemetery	32.78	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4234333682	6/19/2025	7/10/2025	300 - Cemetery	29.27	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4234333682	6/19/2025	7/10/2025	300 - Cemetery	29.27	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4234333682	6/19/2025	7/10/2025	300 - Cemetery	5.43	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #8011211158	6/25/2025	7/10/2025	300 - Cemetery	130.27	STERICYCLE, INC	Contractual Shredding Svc
Bill #001042	6/30/2025	7/10/2025	300 - Cemetery	270.00	GOPHER SQUAD	Gopher Control - Wildomar Cemetery
Bill #308700/3	3/5/2025	7/10/2025	300 - Cemetery	18.54	ACE HARDWARE	Cemetery Department Supplies - Irrigation Box Keys
Bill #4235057935	6/26/2025	7/10/2025	300 - Cemetery	30.43	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4235057935	6/26/2025	7/10/2025	300 - Cemetery	11.97	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4235057935	6/26/2025	7/10/2025	300 - Cemetery	28.67	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4235057935	6/26/2025	7/10/2025	300 - Cemetery	28.67	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4235057935	6/26/2025	7/10/2025	300 - Cemetery	5.43	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #404208	6/20/2025	7/10/2025	300 - Cemetery	28.01	STAUFFERS LAWN EQUIPMENT	Equip/Maint. Repair
Bill #00014059	7/1/2025	7/10/2025	300 - Cemetery	950.00	PONTEM SOFTWARE BY RIA	Annual Cemetery Software Subscription 07/01/25-06/30/26
Bill #9327331666	6/30/2025	7/17/2025	300 - Cemetery	150.08	CINTAS CORPORATION	Emergency Eyewash Station
Bill #43278	6/10/2025	7/24/2025	300 - Cemetery	45.00	HAZZARD BACKFLOW INC	Annual Backflow Devise Testing - Cemetery
Bill #43278	6/10/2025	7/24/2025	300 - Cemetery	45.00	HAZZARD BACKFLOW INC	Annual Backflow Devise Testing -Cemetery
Bill #0002558	6/30/2025	7/24/2025	300 - Cemetery	646.75	BROWN FAMILY SERVICES	Backhoe Service - Maintenance/Repair
Bill #16980552	4/30/2025	7/24/2025	300 - Cemetery	691.76	ALLIED UNIVERSAL JANITORIAL SERVICES	Cemetary
Bill #16980552	4/30/2025	7/24/2025	300 - Cemetery	66.67	ALLIED UNIVERSAL JANITORIAL SERVICES	Supplies (Cemetary)
Bill #17304485	6/30/2025	7/24/2025	300 - Cemetery	1,520.73	ELSINORE VALLEY MUNICIPAL, WATER	05/18/25-06/16/25 Cemetery Water Services
Bill #428457	7/2/2025	7/24/2025	300 - Cemetery	452.18	RIGHTWAY SITE SERVICES, INC.	(2) Cemetery Restroom Maintenance/Service 06/30/25-7/27/25
Bill #I016517-1	7/9/2025	7/31/2025	300 - Cemetery	53.55	WESTERN FIRE CO., INC.	CEM - Fire Protection Svcs
Bill #I016517-1	7/9/2025	7/31/2025	300 - Cemetery	17.85	WESTERN FIRE CO., INC.	CEM - Fire Protection Svcs
Bill #1827406	6/27/2025	7/31/2025	302 - Cemetery Capital Improvement Fund	6,234.90	INTERWEST CONSULTING GROUP	CIP 067 Palomar Widening, Gruwell to Wildomar Trail - May 2025
Bill #133604	6/20/2025	7/31/2025	300 - Cemetery	70.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control Cemetery
Bill #144256	7/24/2025	7/31/2025	300 - Cemetery	70.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control Cemetery
Bill #05F8710073513	6/24/2025	7/31/2025	300 - Cemetery	0.83	PRIMO BRANDS	Cemetery Drinking Water from 05/21/25-06/20/25
Bill #05G8710073513	7/23/2025	7/31/2025	300 - Cemetery	11.14	PRIMO BRANDS	Cemetery Drinking Water from 06/21/25-07/20/25
Bill #644855	7/1/2025	7/31/2025	300 - Cemetery	567.89	TEMECULA VALLEY PIPE & SUPPLY	Cemetery - Departmental Supplies
			TOTAL:	**13,011.92**		

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: August 13, 2025

SUBJECT: June 2025 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Staff recommend that the Board of Trustees approve the Treasurer's Report for June 2025.

SUMMARY:
June 2025 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of June 2025.

ACCOUNT CODE:
300-1011
301-1011

FISCAL IMPACT:
This is only a report of balances for the Cemetery and therefore has no fiscal impact.

ATTACHMENTS:
June 2025 Cemetery Treasurer's Report.pdf

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
June 2025

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 446,669.19	$ 446,669.19	$ 446,669.19	28.70%	N/A	4.400%
300	CAMP MANAGED ACCOUNT	$ 1,085,518.44	$ 1,085,518.44	$ 1,109,404.86	71.30%	929	4.050%
	TOTAL	$ 1,532,187.63	$ 1,532,187.63	$ 1,556,074.05	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 445,057.85	$ -	$ 1,611.34	$ -	$ 446,669.19	4.400%
300	CAMP MANAGED ACCOUNT	$ 1,080,734.60	$ -	$ 4,783.84	$ -	$ 1,085,518.44	4.050%
	TOTAL	$ 1,525,792.45	$ -	$ 6,395.18	$ -	$ 1,532,187.63	

In compliance with the California Code Section 53646, as City Treasurer for the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.

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

Heidi Schrader

Heidi Schrader
City Treasurer

7/8/2025

Date