CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, DECEMBER 13, 2023

Closed Session: 5:30 PM | Regular Session 6:00 PM

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

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

Daniel York, 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 - 5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION

RECOMMENDATION:
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:

Andrew Lee Haire et al v. Miguel Angel Barraza et al; Case Number: CVSW2308832

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

PRESENTATIONS
1. Tri-City Gators Recognition
2. Holiday Lights Contest Winners
3. City Hall Dedication Ribbon Cutting

DEPARTMENT REPORTS

General Plan Update Progress Report #18
Presented By: Matthew Bassi, Planning Department

RECOMMENDATION:
Receive & File.

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.*

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

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 Reading of Ordinances

RECOMMENDATION:
Approve the reading by title only of all Ordinances on this agenda.

1.2 City Council/Cemetery District Minutes - August 9, 2023.
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.3 Warrant Register November 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/20231. Warrant Register dated 11-02-2023 in the amount of $3,675

2. Warrant Register dated 11-09-2023 in the amount of $569.
3. Warrant Register dated 11-16-2023 in the amount of $6,555.75.

For Fiscal Year 2023/2024

4. Warrant Register(s) dated 11-02-2023 in the amount of $412,058.42.
5. Warrant Register dated 11-09-2023 in the amount of $740,986.55.
6. Warrant Register dated 11-16-2023 in the amount of $187,708.81.
7. Warrant Register dated 11-20-2023 in the amount of $126.00.
8. Warrant Register(s) dated 11-22-2023 in the amount of $150,417.04.
9. Warrant Register dated 11-30-2023 in the amount of $749,560.89.
10. Wire Transfer Register dated 11-30-2023 in the amount of $509,654.73.
11. Payroll Register dated 12-01-2023 in the amount of $236,230.87.

1.4 October 2023 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for October 2023

1.5 Tres Lagos Apartments, Phase 2 - Precise Grading Agreement, Stormwater Management/BMP Agreements, and Public Improvement Agreement

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager to execute the Precise Grading Agreement, Stormwater Management/BMP Agreements for privately maintained and CFD maintained facilities, and Public Improvement Agreement with Wildomar Tres Lagos Partners LP.

1.6 **Adopt the City of Wildomars Local Hazard Mitigation Plan (LHMP) Annex**
Presented By: Yvette Magdaleno , Code Enforcement Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING THE CITY OF WILDOMAR LOCAL HAZARD MITIGATION PLAN ANNEX FROM THE RIVERSIDE COUNTY OPERATIONAL AREA MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

1.7 **Popeyes Restaurant - Parkway Maintenance Agreement with DMSD Cajun Properties, LLC**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the Parkway Maintenance Agreement with DMSD Cajun Properties, LLC.

1.8 **Resolution Designating the Time, Date and Location of Regular City Council Meetings.**
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2021-38, DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS

2. PUBLIC HEARINGS

2.1 **Public Hearing for Annexation No. 9 (Popeyes) - Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 9**
Presented By: Jason Farag , Public Works/ Engineering Department

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

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

3. GENERAL BUSINESS

3.1 **20-Acre Park (CIP 099) Conceptual Plan, First Contract Amendment, and CEQA Agreement**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
1. Receive and file the 20-Acre Park (CIP 099) Conceptual Plan and provide feedback on the proposed design.
2. Approve a supplemental appropriation in the amount of $255,000 to CIP 099.
3. Authorize the City Manager to execute the First Contract Amendment with Architerra Design Group for including the 20-Acre Park Phase 2 design for a cost not to exceed $107,925.
4. Authorize the City Manager to execute a Task Order with Placeworks, Inc., for the preparation of CEQA Documents for the 20-Acre Park for a cost not to exceed $120,129.

3.2 City of Wildomar New Parks Improvement Options

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

Receive and provide comments on possible options for parks improvement financing.

3.3 Abandoned Vehicle Abatement (AVA) and Parking Enforcement Program - General Presentation/Discussion

Presented By: Raul Berroteran , Code Enforcement Department

RECOMMENDATION:

Discuss and provide direction on whether to proceed with an Abandoned Vehicle Abatement (AVA) and Parking Enforcement Program.

3.4 Appointment of Mayor and Mayor Pro Tempore for 2024

RECOMMENDATION:

Appoint a Mayor and Mayor Pro Tempore for 2024.

3.5 Committees, Commissions, and Board Appointments for 2024

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Review the list of committees, commissions, and boards and update appointments, and/or add or remove committees as necessary.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Jan 2024
2. Illegal Dumping Fee - Marquez - TBD

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 City Council/Cemetery District Minutes - August 9, 2023.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

4.2 Warrant Register Cemetery November 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2023/2024
Warrant Register dated 11-09-2023 in the amount of $166.09.
Warrant Register dated 11-16-2023 in the amount of $75.00.
Warrant Register dated 10-22-2023 in the amount of $3,783.37.

4.3 October 2023 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the Treasurer’s Report for October 2023.

5. CEMETERY PUBLIC HEARINGS

5.1 **Conduct a Public Hearing and consider a Resolution ordering the dedication of Right of Way to the City of Wildomar for the Palomar Street Improvement Project**

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Conduct a Public Hearing to consider the dedication of right of way to the City of Wildomar for the Palomar Street Improvement Project and adopt the following Resolution:

RESOLUTION NO. WCD2023 -____

A RESOLUTION OF THE BOAD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT ORDERING THE DEDICATION OF RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES

6. CEMETERY GENERAL BUSINESS

None scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

The City of Wildomar encourages your participation in the meeting. The following options are available for the public to participate:

1. You may view the Regular Session meeting live on the City of Wildomar's website at http://www.cityofwildomar.org or on cable TV through Frontier Channel 36 or AT&T channel 99. To view from the website, select the live stream link on the top of the front page.

2. You may participate in person.

PUBLIC COMMENT: During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak on that item, please fill out a public comment card and submit it in the inbox at the front of the room. When the City Clerk announces your name, please come up to the podium. 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.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at 951-677-7751 x210.

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: http://www.cityofwildomar.org/government/agendas___minutes. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available by appointment for public inspection at City Hall during regular business hours.

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.

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 www.cityofwildomar.org.

Janet Morales, CMC
City Clerk
Dated: December 7, 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: December 13, 2023

SUBJECT: CLOSED SESSION

ACTION:
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:

Andrew Lee Haire et al v. Miguel Angel Barraza et al; Case Number: CVSW2308832

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: December 13, 2023

SUBJECT: General Plan Update Progress Report #18

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Receive & File.

BACKGROUND:
Staff provided the City Council with a verbal briefing of the General Plan Update at its last meeting of November 8, 2023 (Briefing #17). This current briefing (#18) primarily covers the month of November 2023. The following is a summary of the recent task assignments completed this past month or so, and the tasks/assignments coming forth over the next 30+ days. For more details and up-to-date items, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

DISCUSSION:
Tasks/Assignments Accomplished (previous 30 +/- days):

- The GP team continues to work on the General Plan goals and policies for each of the document chapters….
- The GP team also continues to work on the Draft EIR document, focusing on SB 18/AB 52, consultation and preparation of the technical studies / environmental issues areas…..

Upcoming Tasks/Assignments (Next 3-4 Months):

- The GP team will host our final meeting (#5) of the Gen Plan Advisory Group (tentatively set for December 19th to discuss the GP goals and policies document.
- Public Workshop #3 to discuss the Goals and Policies is tentatively scheduled for mid-January 2024.
- Planning Commission workshop to discuss the Goals and Policies is tentatively scheduled for mid-February 2024.
- Admin draft #1 of the GP document should be completed by early March 2024.
- Admin draft #1 of the EIR Work should be completed around early March 2024.

- Staff is targeting release the DEIR for its 45-day public review period in mid-April 2024.
- Work will continue on the Wildomar Development Code update…Planning Commission Workshop to discuss Admin draft #1 tentatively scheduled for early April 2024.

Website Stats/Information:

- Roughly 3,600 unique visitors since website launch (June 14, 2022)
- 100 total unique visitors in November 2023

ATTACHMENTS:

GP Update #18-ppt [12-13-23].pdf



City Council Monthly Update #18
December 13, 2023

ENVISION WILDOMAR 2040

General Plan Monthly Update #18 – December 2023

Tasks/Assignments Accomplished (previous 30 +/- days):

- The GP team continues to work on the General Plan goals and policies for each of the document chapters….
- The GP team also continues to work on the Draft EIR document, focusing on SB 18/AB 52, consultation, and preparation of the technical studies / environmental issues areas…..

ENVISION WILDOMAR 2040
General Plan Monthly Update #18 – December 2023

Upcoming Tasks/Assignments (Next 3-4 months):

- The GP team will host our final meeting (#5) of the Gen Plan Advisory Group (tentatively set for December 19th to discuss the GP goals and policies document.
- Public Workshop #3 to discuss the Goals and Policies is tentatively scheduled for mid-January 2024.
- Planning Commission workshop to discuss the Goals and Policies is tentatively scheduled for mid-February 2024.
- Admin draft #1 of the GP document should be completed by early March 2024.
- Admin draft #1 of the EIR Work should be completed around early March 2024.
- Staff is targeting release the DEIR for its 45-day public review period in mid-April 2024.
- Work continues on the Wildomar Development Code update…Planning Commission Workshop to discuss land uses and development standards tentatively scheduled for early April 2024.

ENVISION WILDOMAR 2040
General Plan Monthly Update #18 – December 2023

Website Stats/Information:

- Roughly 3,600 unique visitors since website launch (June 14, 2022).
- 120 total unique visitors in November 2023.



Questions?

For more information visit:
https://envisionwildomar2040.com/

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: December 13, 2023

SUBJECT: Reading of Ordinances

SUBMITTED BY: Janet Morales

ACTION:
Approve the reading by title only of all Ordinances on this agenda.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: December 13, 2023

SUBJECT: City Council/Cemetery District Minutes - August 9, 2023.

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 08-09-2023 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, AUGUST 9, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 5:00 PM | Regular Session 6:00 PM

CALL TO ORDER – CLOSED SESSION - 5:00 P.M.

Closed Session was called to order by Mayor Morabito at 5:00 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

No public comments.

CLOSED SESSION

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: City Manager.

2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.

Agency representative: Joseph MorabitoUnrepresented employee: City Manager

3. The City Council will meet in closed session pursuant to the provisions of Government code section 54956.9(d)(4) to confer with legal counsel with regard to one matter of potential initiation of litigation.

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:00 p.m. with all members present.

ANNOUNCEMENTS

City Attorney Jex stated there were no reportable actions.

ADJOURN CLOSED SESSION

There being no further business, Mayor Morabito adjourned the closed session at 6:00 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 Morabito at 6:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

FLAG SALUTE

The flag salute was led by Councilmember DePhillippo.

Mayor Morabito asked for a moment of silence in memory of CalFire Assistant Chief Josh Bischof, Fire Captain Tim Rodriguez and Pilot Tony Sousa.

PRESENTATIONS

1. Recognition of Lake Elsinore Unified School District Retirees

DEPARTMENT REPORTS

Police Department Update

Wildomar Library Quarterly Update

General Plan Update Progress Report #13

Code Enforcement Quarterly Update (4th Quarter FY 22/23)

Public Works/Engineering - Road Construction Updates

PUBLIC COMMENTS

Public Comments on Items not on the agenda were presented by the following individuals:
1. Dr. Mona Davies, Community Outreach Ministry

COUNCIL COMMUNICATIONS

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

1. 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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Bridgette Moore to approve Approve the agenda as presented.

Motion Approved: 4 - 0

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

1) CONSENT CALENDAR

Moved by Carlos Marquez; seconded by Bridgette Moore to approve Approve the Consent Calendar.

Motion Approved: 4 - 0

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

Voting Against: None
Abstain: None
Absent: Dustin Nigg

1.1) Reading of Ordinances

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

1.2) Minutes - July 12, 2023 - Regular Meeting

Approved the minutes as presented

1.3) Amended Minutes - June 14, 2023 - Regular Meeting

Approved the amended minutes as presented.

1.4) Amended Minutes - April 12, 2023 - Regular Meeting

Approved the amended minutes as presented.

1.5) Warrant Register July 2023

Approved the following:

For Fiscal Year 2022/20231.
Warrant Register dated 07-06-2023 in the amount of $33,426.88.2.
Warrant Register dated 07-13-2023 in the amount of $1,025,661.80.3.

Warrant Register dated 07-20-2023 in the amount of $289,707.79.4.
Warrant Register dated 07-27-2023 in the amount of $48,927.84.

For Fiscal Year 2022/20235.
Warrant Register dated 07-03-2023 in the amount of $89,825.6.
Warrant Register dated 07-06-2023 in the amount of $174,681.30.7.
Warrant Register dated 07-13-2023 in the amount of $3,136.82.8.
Warrant Registers dated 07-20-2023 in the amount of $1,852.79.9.
Warrant Register dated 07-27-2023 in the amount of $65,013.84.10.
Wire Transfer Register dated 07-31-2023 in the amount of $141,887.67.11.
Payroll Register dated 08-01-2023 in the amount of $266,171.82.

1.6) June 2023 Treasurers Report

Approved the Treasurer's Report for June 2023.

1.7) Ordinance No. 234 - 2nd Reading (ZOA 2023-03):

Adopted an Ordinance entitled:

ORDINANCE NO. 234
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, FINDING THAT ZONING ORDINANCE AMENDMENT NO. 2023-03 IS EXEMPT FROM CEQA REVIEW PURSUANT TO PUBLIC RESOURCE CODE SECTION 21080.17 AND APPROVING AN AMENDMENT TO CHAPTER 17.204 OF THE WILDOMAR MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS ZOA NO. 2023-03

1.8) Professional Services Agreement with Parsons Transportation Group for Engineering and Design Services for Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

1. As authorized by WMC Section 3.28, found that it would be advantageous to the City to dispense with the requirements of that code section regarding procurement of contracts for services over $50,000; and

2. Authorized the City Manager to execute a Professional Services Agreement in the amount of $370,000 with Parsons Transportation Group for engineering and design services for preparation of construction documents for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

1.9) Fourth Amendment to Design Professional Services Agreement with Mark Thomas Corporation for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1)

1. Authorized the City Manager to execute the Fourth Amendment to the Design Professional Services Agreement for additional engineering services for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1).

2. Approved a supplemental appropriation of $87,500 in Fund 201 Measure A for the Projects.

1.10) Professional Services Agreement for Enterprise Resource Planning (ERP) Software - General Business Permitting Modules with CivicPlus (CivicEngage)

Authorized the City Manager to execute the Master Services Agreement with CivicPlus, LLC.

1.11) Delegating Authority to the City Manager to Approve Administrative Policies

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 34
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER OR HIS DESIGNEE TO APPROVE ADMINISTRATIVE POLICIES

1.12) Annexation No. 5, into Community Facilities District No. 2022-1 (Services) for Avalino (TR 31896)

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 35
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 5) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREI

1.13) Annexation No. 6, Phase 1, into Community Facilities District No. 2022-1 (Services) for Tres Lagos Apartments (LLA 2022-004)

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 36
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 6) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.14) Establishment of Community Facilities District No. 2023-1 (Avalino)

Adopted the following Resolutions:

RESOLUTION NO. 2023 - 37
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

And

RESOLUTION NO. 2023 - 38
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $15,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

1.15) Tres Lagos Affordability Covenant and Subordination Agreement

Approved and authorized the City Manager to sign the Affordability Covenant and Subordination Agreements regarding the Tres Lagos affordable housing project in substantially the same form as included

in the agenda packet and authorized the City Manager to make modest adjustments as necessary.

1.16) Land and Water Conservation Fund Grant Application for the 27-Acre Park Project

Adopted a Resolution entitled:

RESOLUTION 2023 - 39
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND 27-ACRE PARK PROJECT

1.17) Software purchase for Placer.ai Analytics Reporting Platform?

Authorized the City Manager to execute the Order Form with Placer Labs, Inc. for Placer.ai software.

1.18) Professional Services Agreement with TKE Engineering for Engineering and Design Services for the Clinton Keith Rd. Widening Project (CIP 025-1)

Authorized the City Manager to execute a Professional Services Agreement in the amount of $500,000 with TKE Engineering for engineering and design services for the Clinton Keith Rd. Widening Project (CIP 025-1).

2) PUBLIC HEARINGS

None scheduled.

Council Member Nigg arrived at 6:54 p.m.

3) GENERAL BUSINESS

3.1) Purchase of commercial property occupied by City Hall located at 23873 Clinton Keith Road and identified as Assessor Parcel Number APN 380-240-048-3 from CFT NV Development, LLC

City Manager York presented the staff report.

Moved by Bridgette Moore; seconded by Dustin Nigg to (1) Authorize the City Manager to sign the Purchase and Sale Agreement and all ancillary agreements and documents related to the purchase of commercial property occupied by City Hall located at 23873 Clinton Keith Road and identified as Assessor Parcel Number APN 380-240-048-3 from CFT NV Development, LLC.

(2) Adopt a Resolution entitled:

RESOLUTION NO. 2023 - 40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER RELATED DOCUMENTS FOR REAL PROPERTY LOCATED AT 23873 CLINTON KEITH ROAD APN 380-240-048-3

(3) Find that the approval of the Purchase and Sale Agreement and proposed purchase of the property will not have an impact on the environment and is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

Motion Approved: 5 - 0

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

3.2) SB 329 Adjustment in Council Compensation

City Attorney Jex presented the staff report.

Andy Morris, resident, provided public comment in favor of the item.

Moved by Dustin Nigg; seconded by Bridgette Moore to Discussed and provided direction to staff to bring back an Ordinance amendment adjusting the City Council compensation to $1,200 per month per SB329.

Motion Approved: 5 - 0

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

3.3) Multi-Family Residential Design Standards & Guidelines - Amendment #1

Associate Planner Lachgar presented the staff report.

Moved by Bridgette Moore; seconded by Carlos Marquez to Adopt a Resolution entitled:

RESOLUTION NO. 2023 - 41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF WILDOMAR

MULTI-FAMILY OBJECTIVE DESIGN STANDARDS AND GUIDELINES DOCUMENT FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECTS

Motion Approved: 5 - 0

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

3.4) Wildomar Community and Parks Foundation Community Event Partnership Memorandum of Understanding (MOU)

Mayor Pro Tem Moore recused herself due to a conflict of interest.

Community Services Director Torres presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to Authorize the City Manager to sign the MOU with Wildomar Community and Parks Foundation dependent that the non-profit organization fulfills all requirements.

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

Future Agenda Items

No future agenda items were added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, the Mayor adjourned the City Council Meeting at 7:52 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

Chair Morabito called the Regular Wildomar Cemetery District Meeting to order at 7:52 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

No public comments.

BOARD COMMUNICATIONS

No Board Communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Dustin Nigg to approve Approve the agenda as presented.

Motion Approved: 5 - 0

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

4) CEMETERY CONSENT CALENDAR

Moved by Bridgette Moore; seconded by Dustin Nigg to approve Approve the Cemetery Consent Calendar.

Motion Approved: 5 - 0

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

4.1) Cemetery Minutes - July 12 2023 - Regular Meeting

Approved the minutes as presented.

4.2) Amended Minutes - February 8, 2023 - Regular Meeting

Approved the amended minutes as presented.

4.3) Warrant Register Cemetery July 2023

Approved the following:

For Fiscal Year 2022/20231.
Warrant Register dated 07-13-2023 in the amount of $2,560.38.2.
Warrant Register dated 07-20-2023 in the amount of $53.93.3.
Warrant Register dated 07-27-2023 in the amount of $4,620.68.

For Fiscal Year 2023/20241.
Warrant Register dated 07-03-2023 in the amount of $19,919.2.
Warrant Register dated 07-13-2023 in the amount of $591.21.3.
Warrant Register dated 07-20-2023 in the amount of $61.95.4.
Warrant Register dated 07-27-2023 in the amount of $283.32.

4.4) June 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for June 2023.

5) CEMETERY PUBLIC HEARINGS

None scheduled.

6) CEMETERY GENERAL BUSINESS

None scheduled.

GENERAL MANAGER REPORT

No report presented.

FUTURE AGENDA ITEMS

No future agenda items were added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the Regular Wildomar Cemetery District Meeting at 7:53 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: December 13, 2023

SUBJECT: Warrant Register November 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/20231. Warrant Register dated 11-02-2023 in the amount of $3,675
2. Warrant Register dated 11-09-2023 in the amount of $569.
3. Warrant Register dated 11-16-2023 in the amount of $6,555.75.

For Fiscal Year 2023/2024
4. Warrant Register(s) dated 11-02-2023 in the amount of $412,058.42.
5. Warrant Register dated 11-09-2023 in the amount of $740,986.55.
6. Warrant Register dated 11-16-2023 in the amount of $187,708.81.
7. Warrant Register dated 11-20-2023 in the amount of $126.00.
8. Warrant Register(s) dated 11-22-2023 in the amount of $150,417.04.
9. Warrant Register dated 11-30-2023 in the amount of $749,560.89.
10. Wire Transfer Register dated 11-30-2023 in the amount of $509,654.73.
11. Payroll Register dated 12-01-2023 in the amount of $236,230.87.

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

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 and 2023/24 Budgets.

ATTACHMENTS:
Warrant Reg Nov 2023 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217339	11/2/2023	001545 INTRADO INTERACTIVE SERVICES, COR	342935		03/06/23-03/07/24 CIVICLIVE SUPPORT & MA	3,675.00
					Total :	**3,675.00**

1 Vouchers for bank code : wf **Bank total :** **3,675.00**

1 Vouchers in this report **Total vouchers :** **3,675.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217356	11/9/2023	000918 TKE ENGINEERING INC	2023-120		CIRCULATION MOBILITY PLAN UPGRADE FOR GE	65.00
			2023-130		LAKE ELSINORE COMMERCE CENTER-TRAFFIC	126.00
			2023-19		TRAFFIC ENGINEERING FEBRUARY 2023	378.00
					Total :	**569.00**

1 Vouchers for bank code : wf **Bank total :** **569.00**

1 Vouchers in this report **Total vouchers :** **569.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217386	11/16/2023	000058 DEPARTMENT OF JUSTICE	690844		JUNE 2023 REBILL POLICE BLOOD ALCOHOL AN	105.00
					Total :	**105.00**
217387	11/16/2023	001574 DOCUSIGN INC	111100119802		ESIGNATURE ENTERPRISE PRO EDITION/SUPPOR	6,450.75
					Total :	**6,450.75**
2	**Vouchers for bank code :**	wf			**Bank total :**	**6,555.75**
2	**Vouchers in this report**				**Total vouchers :**	**6,555.75**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217353	11/2/2023	000001 CALIFORNIA STATE TREASURER, CONDE	102523A		RIGHT OF WAY ACQUISITION CONDEMNATION FI	63,500.00
					Total :	**63,500.00**

1 Vouchers for bank code : wf **Bank total :** **63,500.00**

1 Vouchers in this report **Total vouchers :** **63,500.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217354	11/2/2023	000001 CALIFORNIA STATE TREASURER, CONDE	102523B		RIGHT OF WAY ACQUISITION CONDEMNATION FI	125,000.00
					Total :	**125,000.00**

1 Vouchers for bank code : wf **Bank total :** **125,000.00**

1 Vouchers in this report **Total vouchers :** **125,000.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217355	11/2/2023	000001 CALIFORNIA STATE TREASURER, CONDE	102523C		RIGHT OF WAY ACQUISITION CONDEMNATION FI	109,000.00
					Total :	**109,000.00**

1 Vouchers for bank code : wf **Bank total :** **109,000.00**

1 Vouchers in this report **Total vouchers :** **109,000.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217340	11/2/2023	000029 APPLEONE	01-6740692		ADMIN W/E 10/21/23 (JH) & (DS)	2,903.39
			01-6740693		ADMIN W/E 10/21/23 (HJ)	1,740.40
			01-6740694		ADMIN ASSISTANCE-CLERICAL W/E 10/21/23 (	1,195.05
			01-6741118		ACCOUNTANT W/E 10/21/23 (KS)	1,979.76
					Total :	**7,818.60**
217341	11/2/2023	002072 CALIFORNIA SHADE MASTERS	103023		FIXED FEE REFUND OF UNUSED FUNDS PERMIT	547.70
					Total :	**547.70**
217342	11/2/2023	000022 EDISON	102523-7258		09/26/23-10/24/23 ELEC 21400 PALOMAR (CE	203.64
			102523-9129		09/26/23-10/24/23 32637 GRUWELL (FS#61)	778.20
					Total :	**981.84**
217343	11/2/2023	001747 FARAG, JASON	103023		08/26/23-10/06/23 REIMBURSE MILEAGE	70.02
					Total :	**70.02**
217344	11/2/2023	000876 GATES SOUND	23-1281B		BALANCE DUE FROM INVOICE 23-1281 PAID ON	2.62
					Total :	**2.62**
217345	11/2/2023	000685 GREAT AMERICA FINANCIAL SERVIC	35114096		CANON COLOR COPIER SYST. #018-1765784	214.24
					Total :	**214.24**
217346	11/2/2023	000194 HDL COREN AND CONE	SIN032659		AUG 2023 HDL FEES	2,618.34
					Total :	**2,618.34**
217347	11/2/2023	000072 INTERWEST CONSULTING GROUP	91008		AUGUST 2023 CONTRACTUAL SVC - CIP	37,503.51
			91009		AUGUST 2023 CONTRACTUAL SVC	46,781.13
					Total :	**84,284.64**
217348	11/2/2023	000856 MICHAEL BAKER INTERNATIONAL IN	1193885		P/E OCT 01, 2023 CONTRACTUAL SVC - PROJE	12,035.00
					Total :	**12,035.00**
217349	11/2/2023	001677 OFFICE OF ECONOMIC DEVELOPMENT	2023-201		ICSC @ WESTERN SAN DIEGO BOOTH OCT 25-27	250.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217349	11/2/2023	001677 001677 OFFICE OF ECONOMIC DEVELOPMENT (Continued)			**Total :**	**250.00**
217350	11/2/2023	002073 RAMIREZ, ISRAEL	80123		DEVELOPER DEPOSIT REFUND OF UNUSED	2,455.68
					Total :	**2,455.68**
217351	11/2/2023	001663 RANCON MEDICAL AND EDUCATION, CEI	102623		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	2,215.50
					Total :	**2,215.50**
217352	11/2/2023	000437 VERIZON WIRELESS	9947475642		10/23/23-11/22/23 DATA INTERNET CHARGE	1,024.23
			9947475643		10/23/23-11/22/23 DATA INTERNET CHARGE -	40.01
					Total :	**1,064.24**

13 Vouchers for bank code : wf **Bank total :** **114,558.42**

13 Vouchers in this report **Total vouchers :** **114,558.42**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217357	11/9/2023	000032 A BETTER PARTY, INC.	100523		PICNIC IN THE PARK: TABLE AND CHAIRS REN	493.47
			110623	0000513	SPECIAL EVENT: VETERANS DAY -KIDS AND AD	1,117.53
					Total :	**1,611.00**
217358	11/9/2023	001590 ALL AMERICAN ASPHALT	110623		CIP 057-2 CITYWIDE RD MAINT & REHAB PROG	200,620.68
					Total :	**200,620.68**
217359	11/9/2023	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	OCTOBER 2023		ANIMAL CONTROL SERVICE OCTOBER 2023	7,000.00
					Total :	**7,000.00**
217360	11/9/2023	001002 ARCHITERRA DESIGN GROUP	31431		08/25/23-09/24/23 CIP 099, DESIGN PS&E	5,693.75
					Total :	**5,693.75**
217361	11/9/2023	001748 CALIFORNIA CONSULTING, INC.	6354	0000485	GRANT WRITING SERVICE - NOV 2023 RETAINE	4,850.00
					Total :	**4,850.00**
217362	11/9/2023	002079 CITIZENS BUSINESS BANK	110623		CIP 057-2 CITYWIDE RD MAINT & REHAB PROG	21,703.13
					Total :	**21,703.13**
217363	11/9/2023	000002 CRYSTAL CLEAN MAINTENANCE	1103N		NOV 2023 - CITY HALL JANITORIAL SERVICES	3,214.75
					Total :	**3,214.75**
217364	11/9/2023	002074 DANISH, SHOAIB	10523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	922.33
					Total :	**922.33**
217365	11/9/2023	000037 DATA TICKET, INC.	156704		SEP 2023 ONLINE ACCESS	375.93
			157318		SEP 2023 DAILY CITE PROCESSING	794.83
					Total :	**1,170.76**
217366	11/9/2023	000022 EDISON	110123-0828		10/01/23-10/31/23 ELECTRIC WILDOMAR CITY	166.85
			110123-0962		10/01/23-10/31/23 ELECTRIC CFD 2013-001-	249.84
			110123-1757		10/01/23-10/31/23 ELECTRIC CFD 2013-001-	202.99

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217366	11/9/2023	000022 EDISON	(Continued)			
			110123-4293		10/01/23-10/31/23 CSA22 SALES ACQUISITIO	6,141.73
			110123-4487		10/01/23-10/31/23 20505 PALOMAR ST (MARN	65.35
			110123-4487CR		09/01/23-09/30/23 20505 PALOMAR ST (MARN	-8.24
			110123-4610		10/01/23-10/31/23 ELECTRIC CFD 2013-001	128.40
			110123-4845		10/01/23-10/31/23 CFD ZONE 2	64.21
			110123-7481		10/01/23-10/31/23 CSA 103	502.81
			110123-7504		10/01/23-10/31/23 ELECTRIC CFD 2013-1 OR	34.71
			110123-7694		10/01/23-10/31/23 CFD ZONE 3	218.36
			110123-8975		10/01/23-10/31/23 CFD ZONE 3	128.40
			110123-9127		10/01/23-10/31/23 ELECTRIC CFD 2013-001	244.66
					Total :	**8,140.07**
217367	11/9/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12639501		09/15/23-10/15/23 WATER ZONE 42 LOC 01 M	1,291.62
			12639753		09/15/23-10/15/23 WATER ZONE 42 LOC 03 M	278.04
			12639754		09/15/23-10/15/23 WATER ZONE 42 LOC 02 M	212.46
			12642419		09/18/23-10/17/23 WATER ZONE 3 LOC 23 M1	188.72
			12642627		09/18/23-10/17/23 WATER ZONE 30 LOC 2	111.19
			12642666		09/18/23-10/17/23 WATER ZONE 30 LOC 49 M	97.84
			12642921		09/18/23-10/17/23 WATER ZONE 51 LOC 1	134.63
			12643086		09/18/23-10/17/23 WATER BASEBALL FIELD	259.42
			12643126		09/18/23-10/17/23 WATER WINDSONG PARK	672.00
			12643635		09/18/23-10/17/23 WATER ZONE 3 LOC 29 M1	275.31
			12643713		09/18/23-10/17/23 WATER ZONE 3 LOC 29 M2	271.13
			12643716		09/18/23-10/17/23 WATER ZONE 30 LOC 1	290.44
			12643815		09/18/23-10/17/23 WATER ZONE 3 LOC 42 &4	206.33
			12644210		09/18/23-10/17/23 WATER 22450 1/2 CERVER	217.25
			12644452		09/18/23-10/17/23 WATER 22450 CERVERA	168.55
			12645548		09/18/23-10/17/23 WATER ZONE 62 - 22933	188.73

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
217367	11/9/2023	000012	ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
				12645635		09/18/23-10/17/23 WATER ZONE 67 - ARNNET	99.75
				12646269		09/19/23-10/18/23 WATER ZONE 3 LOC 35 M1	509.59
				12649290		09/19/23-10/18/23 WATER 24707 PRELIPP RD	601.76
						Total :	**6,074.76**
217368	11/9/2023	001450	FRANCHISE TAX BOARD	110923		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
						Total :	**50.00**
217369	11/9/2023	000685	GREAT AMERICA FINANCIAL SERVIC	35166779		CANON COLOR COPIER SYST. #019-1780554	214.24
						Total :	**214.24**
217370	11/9/2023	000634	HEYDAY RECORDS AND EVENTS	1075	0000471	VETERANS DAY EVENT - STAGE, SOUND 11/11/	2,250.00
				110623	0000488	VETERANS DAY EVENT - HEADLINER BAND 11/1	1,080.00
						Total :	**3,330.00**
217371	11/9/2023	000499	INLAND EMPIRE LANDSCAPE INC	41815		SEP 2023 LANDSCP REPAIR ZONE 3	2,710.13
						Total :	**2,710.13**
217372	11/9/2023	000016	INNOVATIVE DOCUMENT SOLUTIONS	255190		10/1/23-10/31/23 CONTRACT COPIER SERVICE	1,065.50
						Total :	**1,065.50**
217373	11/9/2023	002076	LEIBOLD, CHET	102623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,980.17
						Total :	**1,980.17**
217374	11/9/2023	002080	LIBERTY ACCESS TECHNOLOGIES	2687		ANNUAL SERVER ACCESS FEE FOR CODE CONTRO	216.00
						Total :	**216.00**
217375	11/9/2023	002056	ORACLE AMERICA, INC.	100915189		NEW ERP REPLACEMENT	15,165.00
						Total :	**15,165.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217376	11/9/2023	002077 PINO, KAREN	110623		VETERANS DAY EVENT 11/11/23 - CRAFT FOR	385.00
					Total :	**385.00**
217377	11/9/2023	002075 RAJA ENTERPRISES, INC.	102623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,744.68
					Total :	**1,744.68**
217378	11/9/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000044237		CONTRACT LAW ENFORCEMENT THROUGH 8/23/23	433,430.94
					Total :	**433,430.94**
217379	11/9/2023	002052 ST. FRANCIS ELECTRIC	23164108		TRAFFIC SIGNAL MAINTENANCE SEP 2023	1,444.50
			23164109		TRAFFIC SIGNAL MAINTENANCE CALLOUTS SEP	1,050.28
			23164110		TS CALLOUT DUE TO KD - INCIDENT #WI23245	137.78
			23164111		TS CALLOUT FOR CORYDON GATEWAY PROJECT#2	552.00
					Total :	**3,184.56**
217380	11/9/2023	001720 STERICYCLE, INC	800509647A		CONTRACUAL SHREDDING SVC	164.32
					Total :	**164.32**
217381	11/9/2023	000918 TKE ENGINEERING INC	2023-651		CONTRACTUAL SVC 08/01/23-08/31/23	13,445.50
			2023-652		CONTRACTUAL SVC 08/01/23-08/31/23	1,260.00
					Total :	**14,705.50**
217382	11/9/2023	002021 TUFF SHED INC.	102623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,639.28
					Total :	**1,639.28**

26 Vouchers for bank code : wf **Bank total :** **740,986.55**

26 Vouchers in this report **Total vouchers :** **740,986.55**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217388	11/16/2023	000029 APPLEONE	01-6743803		ADMIN W/E 10/28/23 (JH)	2,991.47
			01-6743804		ADMIN W/E 10/28/23 (HJ)	1,740.40
			01-6743805		ADMIN ASSISTANT-CLERICAL W/E 10/28/23 (C	1,296.32
			01-6744235		ACCOUNTING W/E 10/28/23 (KS)	2,007.02
			01-6750166		ADMIN W/E 11/04/23 (JH)	2,999.88
			01-6750167		ADMIN W/E 11/04/23 (HJ)	1,772.90
			01-6750168		ADMIN ASSISTANT-CLERICAL W/E 11/04/23 (C	1,296.32
					Total :	**14,104.31**
217389	11/16/2023	001002 ARCHITERRA DESIGN GROUP	31583		09/25/23-10/24/23 SI POPEYES FINAL INSPE	1,723.25
			31584		09/25/23-10/24/23 SI HOA PH 2 LOTS 12-18	516.20
			31585		09/25/23-10/24/23 CITY PLAN CHECK 3RD PC	93.75
			31586		09/25/23-10/24/23 CITY PLAN CHECK 3RD PC	31.25
			31587		09/25/23-10/24/23 CITY PLAN CHECK 2ND PC	375.00
			31588		09/25/23-10/24/23 CITY PLAN CHECK 3RD PC	93.75
			31589		09/25/23-10/24/23 CITY PLAN CHECK 2ND PC	250.00
			31590		09/25/23-10/24/23 CITY PLAN CHECK 1ST PC	500.00
			31591		09/25/23-10/24/23 CITY PLAN CHECK 1ST PC	437.50
			31592		09/25/23-10/24/23 CITY PLAN CHECK 1ST PC	187.50
			31593		09/25/23-10/24/23 CITY PLAN CHECK 1ST PC	531.25
			31594		09/25/23-10/24/23 CITY PLAN CHECK 1ST PC	156.25
			31595		09/25/23-10/24/23 CITY PLAN CHECK I PC	125.00
			31596		09/25/23-10/24/23 CITY PLAN CHECK 1ST PC	375.00
					Total :	**5,395.70**
217390	11/16/2023	001721 BAGGIO, TINA	111323		11/06/23-11/09/23 MILEAGE & TRAINING REI	730.18

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217390	11/16/2023	001721 001721 BAGGIO, TINA	(Continued)		**Total :**	**730.18**
217391	11/16/2023	001102 BEEGUYTRAVIS	2326		REMOVED BEE HIVE FROM OLIVE TREE - 32550	395.00
					Total :	**395.00**
217392	11/16/2023	002085 CALIFORNIA CONSTRUCTION & FIRE, RE	111423		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,592.81
					Total :	**1,592.81**
217393	11/16/2023	001902 CIVICPLUS LLC	277868	0000500	CIVICENGAGE & WEB HOSTING	9,450.00
					Total :	**9,450.00**
217394	11/16/2023	000035 COUNTY OF RIVERSIDE, TLMA	TL0000017011		JULY 2023 SLF COSTS FY23-24	51.19
			TL0000017028		AUG 2023 SLF COSTS FY23-24	755.00
			TL0000017052		SEP 2023 SLF COSTS FY23-24	866.69
					Total :	**1,672.88**
217395	11/16/2023	002084 DCI PACIFIC, INC.	103123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,791.89
					Total :	**1,791.89**
217396	11/16/2023	001300 DELL MARKETING L.P.	10707792806	0000507	REPLACEMENT LAPTOP (DEIDRA'S)	1,619.36
					Total :	**1,619.36**
217397	11/16/2023	000058 DEPARTMENT OF JUSTICE	690818		SEP 2023 POLICE BLOOD ALCOHOL ANALYSIS (	105.00
					Total :	**105.00**
217398	11/16/2023	001973 DIAMOND W EXCAVATING, INC.	72423		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	9,817.96
					Total :	**9,817.96**
217399	11/16/2023	000022 EDISON	110823-2529		10/10/23-11/07/23 ELECTRIC 22378 BUNDY	350.81
			110823-2529CR		09/10/23-10/10/23 ELECTRIC 22378 BUNDY	-50.68
			110923-3123		10/11/23-11/08/23 ELECTRIC 23873 CLINTO	137.11
			110923-3487		10/11/23-11/08/23 ELECTRIC 23873 CLINTO	234.00
			110923-7255		10/11/23-11/08/23 ELECTRIC 23873 CLINTO	136.49
					Total :	**807.73**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217400	11/16/2023	002086 ELECTRA - VISION ADVERTISING, CORP	110623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,730.39
					Total :	**1,730.39**
217401	11/16/2023	002081 FOLEY, JOSEPH	110923		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	3,408.50
					Total :	**3,408.50**
217402	11/16/2023	000685 GREAT AMERICA FINANCIAL SERVIC	35264319		CANON COLOR COPIER SYST. #105-1472515	359.97
					Total :	**359.97**
217403	11/16/2023	001603 HONOR PLUMBING	111		SERVICE - MARNA O'BRIEN RESTROOM	175.00
					Total :	**175.00**
217404	11/16/2023	001666 INFINITY TECHNOLOGIES	1866	0000504	OCT 2023 GIS CONTRACTUAL SERVICES	10,180.00
			1906A	0000503	OCT 2023 IT CONTRACTUAL SERVICES	11,300.00
			1906B	0000440	OCT 2023 DATTO OFFICE 365 BACKUP SERVICE	175.50
					Total :	**21,655.50**
217405	11/16/2023	001647 LACHGAR, ABDURAHMAN	111323		APA CA LEADERSHIP ACADEMY REGISTRATION R	100.00
					Total :	**100.00**
217406	11/16/2023	002082 MAIN SAIL PEST CONTROL	53360		PEST CONTROL SERVICES	275.00
					Total :	**275.00**
217407	11/16/2023	001683 PARKER, JOHN	111323		11/06/23-11/09/23 MILEAGE & TRAINING REI	583.00
					Total :	**583.00**
217408	11/16/2023	000185 PITNEY BOWES	110623		POSTAGE METER REFILL 10/11/23	500.00
					Total :	**500.00**
217409	11/16/2023	001107 PLACEWORKS	82996		OCT 2023 CONTRACTUAL SVC -GP UPDATE/EIR	44,259.20
			89506		OCT 2023 CONTRACTUAL SVC - CIP 059	170.50
			89509		OCT 2023 CONTRACTUAL SVC -PROJECT RELATE	453.75
			89510		OCT 2023 CONTRACTUAL SVC -PROJECT RELATE	77.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217409	11/16/2023	001107 PLACEWORKS	(Continued)			
			89511		OCT 2023 CONTRACTUAL SVC -PROJECT RELATE	906.78
			89512		OCT 2023 CONTRACTUAL SVC -PROJECT RELATE	38.75
			89513		OCT 2023 CONTRACTUAL SVC -PROJECT RELATE	11,283.75
			89514		OCT 2023 CONTRACTUAL SVC -PROJECT RELATE	65.00
					Total :	**57,255.23**
217410	11/16/2023	000042 PV MAINTENANCE, INC.	005-273		CITYWIDE MAINT. CONTRACTUAL SERVICES - O	43,776.74
					Total :	**43,776.74**
217411	11/16/2023	001921 SCA OF CA, LLC	107359CS		CFD 2013-1 ZONE 2 SWEEPS	5,217.41
					Total :	**5,217.41**
217412	11/16/2023	001602 SMITH RANCH SELF STORAGE	120123	0000497	PREPAYMENT FOR DEC-JUNE 2024 FLEET STORA	3,957.00
					Total :	**3,957.00**
217413	11/16/2023	001393 SOCALGAS	111023		10/09/23-11/08/23 GAS - FIRE DEPT 32637	58.25
					Total :	**58.25**
217414	11/16/2023	001893 THE CENTRE FOR ORGANIZATION, EFFE	TCFOE4351		OE083-RIVERSIDE SUPERVISORS ACADEMY (ABD	899.00
					Total :	**899.00**
217415	11/16/2023	000918 TKE ENGINEERING INC	2023-804		CONTRACTUAL SVC 07/01/23-09/30/23	275.00
					Total :	**275.00**

28 Vouchers for bank code : wf **Bank total :** **187,708.81**

28 Vouchers in this report **Total vouchers :** **187,708.81**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217417	11/20/2023	002083 THE RANCH AT WILDOMAR	111423		CANCELLED ROOM RENTAL REFUND	126.00
					Total :	**126.00**

1 Vouchers for bank code : wf **Bank total :** **126.00**

1 Vouchers in this report **Total vouchers :** **126.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217457	11/22/2023	001450 FRANCHISE TAX BOARD	112223		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**

1 Vouchers for bank code : wf **Bank total :** **50.00**

1 Vouchers in this report **Total vouchers :** **50.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217418	11/22/2023	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020108629	0000473	10/01/23-10-31/23 SECURITY PATROL	8,466.64
					Total :	**8,466.64**
217419	11/22/2023	000029 APPLEONE	01-6754569		ADMIN W/E 11/11/23 (JH)	3,018.40
			01-6754570		ADMIN W/E 11/11/23 (HJ)	1,864.38
			01-6754571		ADMIN ASSISTANT-CLERICAL W/E 11/11/23 (C	1,296.32
					Total :	**6,179.10**
217420	11/22/2023	000760 ARMADA ADMINISTRATORS	204775		NOV 2023 PREMIUM - CITY MANAGER	4,011.00
			206095		DEC 2023 PREMIUM - CITY MANAGER	4,011.00
					Total :	**8,022.00**
217421	11/22/2023	001761 CHARTER COMMUNICATIONS	2318110823		CABLE THROUGH 12/07/23 -FS61	5.33
					Total :	**5.33**
217422	11/22/2023	000367 CINTAS CORPORATION	5181151697		TRUCK KIT ANSI A METAL FULL (7)	837.22
					Total :	**837.22**
217423	11/22/2023	000785 CORELOGIC SOLUTIONS, LLC	82191494		OCT 2023 CODE ENFORCEMENT SOFTWARE	280.75
					Total :	**280.75**
217424	11/22/2023	001338 DEANZA TERMITE & PEST CONTROL, INC	638074A		PEST CONTROL MARNA 11/13/23	27.50
					Total :	**27.50**
217425	11/22/2023	000027 DIRECT TV	082317220X231113		11/12/23-12/11/23 CABLE SERVICES - C ITY	168.99
					Total :	**168.99**
217426	11/22/2023	000022 EDISON	110123-5249CR		05/16/23-06/14/23 32975 WILLOW BAY RD	-42.60
			110223-5249		09/15/23-10/15/23 32975 WILLOW BAY RD	300.26
			111323-3047		10/12/23-11/12/23 34311 MISSION TRAIL TC	107.52
			111323-3243		10/12/23-11/12/23 31818 CENTRAL ST LS3	34.14
			111323-3950		11/13/23-09/12/23 34311 MISSION TRAIL LS	37.45
			111323-5361		11/13/23-09/12/23 31818 CENTRAL TC1	96.65
			111323-7372		10/12/23-11/12/23 24211 CLINTON KEITH RD	70.71
			111323-8688		10/12/23-11/12/23 21458 GRNAD AVE TC1	95.42
			111523-3767		10/16/23-11/14/23 31160 CLINTON KEITH RD	11.46
			111523-5249		10/16/23-10/26/23 32975 WILLOW BAY RD	25.82

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217426	11/22/2023	000022 EDISON	(Continued)			
			111523-7633		10/16/23-11/14/23 32975 WILLOW BAY RD T	93.58
					Total :	**830.41**
217427	11/22/2023	002054 FAMILY FENCE, INC.	1234	0000495	LLMD ZONE 30, LOCATION 2	1,478.28
					Total :	**1,478.28**
217428	11/22/2023	001743 GOPHER SQUAD	0000449	0000501	GOPHER TREATMENT	985.00
			000443	0000501	GOPHER TREATMENT	985.00
					Total :	**1,970.00**
217429	11/22/2023	002087 GOVERNMENTJOBS.COM, INC.	INV-39760		INSIGHT GOVERNMENT JOBS SOFTWARE SERVICE	3,171.22
					Total :	**3,171.22**
217430	11/22/2023	000685 GREAT AMERICA FINANCIAL SERVIC	35268799		CANON COLOR COPIER SYST. #016-1585799	214.24
					Total :	**214.24**
217431	11/22/2023	000499 INLAND EMPIRE LANDSCAPE INC	41661		SEP 2023 LANDSCP MAINT ZONE 3	10,638.65
					Total :	**10,638.65**
217432	11/22/2023	001153 INTELLI-TECH	15291	0000514	BARRUCADA 1YR UPDATES/REPLACE/CLOUD & CL	3,648.00
					Total :	**3,648.00**
217433	11/22/2023	002092 JAG ARCHITECTURE	103123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,721.68
					Total :	**1,721.68**
217434	11/22/2023	001652 MARK THOMAS & COMPANY INC.	49086	0000510	DESIGN SERVICES	36,846.36
					Total :	**36,846.36**
217435	11/22/2023	000856 MICHAEL BAKER INTERNATIONAL IN	1195505		P/E OCT 29, 2023 CONTRACTUAL SVC - PROJE	8,051.00
					Total :	**8,051.00**
217436	11/22/2023	001107 PLACEWORKS	89380		SEP 2023 CONTRACTUAL SVC - CIP 059	3,047.77
					Total :	**3,047.77**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217437	11/22/2023	002025 RATANAPANYA METIDATION CENTER	111423		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	3,358.32
					Total :	**3,358.32**
217438	11/22/2023	000186 RIGHTWAY	363383		11/09/23-12/06/23 - PORTA/WASHSTN-WINDS	723.50
					Total :	**723.50**
217439	11/22/2023	001807 ROGERS, ANDERSON, MALODY &, SCOT	73732		JUNE - OCT 2023 FOR FY22/23 AUDIT - CITY	18,310.00
					Total :	**18,310.00**
217440	11/22/2023	001101 SIGNS BY TOMORROW	31472		BANNERS FOR FUN FAMILY FAIR (17)	403.11
					Total :	**403.11**
217441	11/22/2023	000790 SPARKLETTS	111123		CITY HALL DRINKING WATER THROUGH 11/11/2	492.98
					Total :	**492.98**
217442	11/22/2023	001021 SPICER CONSULTING GROUP	1459		FY 23/24 ANNUAL ADMIN LLMD89-1-C	4,154.18
			1466		CFD 2022-1 ANNEX 8 TRES LAGOS II	7,000.00
			1467		CFD 2022-1 ANNEXATION , POPEYES	7,000.00
					Total :	**18,154.18**
217443	11/22/2023	002088 SPRING MEADOW RANCH LLC	102623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	5,596.46
					Total :	**5,596.46**
217444	11/22/2023	002089 SPRUCE GROVE, INC.	110223		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,762.55
					Total :	**1,762.55**
217445	11/22/2023	002052 ST. FRANCIS ELECTRIC	23164112		TRAFFIC SIGNAL MAINTENANCE OCT 2023	1,444.50
			23164114		TRAFFIC SIGNAL SERVICES-DEV. PROJ #21-00	1,449.00
					Total :	**2,893.50**
217446	11/22/2023	001258 SUNBELT RENTALS, INC.	146189750-0001		EQUIPMENT RENTAL	862.30
					Total :	**862.30**
217447	11/22/2023	000918 TKE ENGINEERING INC	2023-121		CONTRACTUAL SVC 02/01/23-02/28/23	321.00
			2023-122		CONTRACTUAL SVC 02/12/23-02/28/23	1,884.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
217447	11/22/2023	000918	000918 TKE ENGINEERING INC	(Continued)		**Total :**	**2,205.00**
30	**Vouchers for bank code :**	wf				**Bank total :**	**150,367.04**
30	**Vouchers in this report**					**Total vouchers :**	**150,367.04**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217458	11/30/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	883494		NOV 2023 CITY COUNCIL MEDICAL INS. BENEF	1,504.44
					Total :	**1,504.44**
217459	11/30/2023	000080 BURKE, WILLIAMS AND SORENSON,, LLF	308926		LEGAL FEES - SEP 2023	74,385.94
			310505		LEGAL FEES - OCT 2023 CITY ATTORNEY RETA	68,982.40
					Total :	**143,368.34**
217460	11/30/2023	000081 CALIFORNIA BUILDING STANDARDS, COI	112823		CALIFORNIA BUILDING STANDARDS ADMIN REVO	3,094.20
					Total :	**3,094.20**
217461	11/30/2023	000022 EDISON	111623-7151		10/12/23-11/12/23 TRAFFIC CONTROL	6,768.04
					Total :	**6,768.04**
217462	11/30/2023	000499 INLAND EMPIRE LANDSCAPE INC	42056		OCT 2023 IRRIGATION EXTRAS ZONE 3	2,619.03
					Total :	**2,619.03**
217463	11/30/2023	000304 JOE A. GONSALVES & SON	161221	0000484	NOV 2023 PROF. CONTRACTUAL LEGISLATIVE A	3,000.00
					Total :	**3,000.00**
217464	11/30/2023	000588 MANPOWER	5125794		ADMINISTRATIVE ASSISTANT W/E 11/19/23	1,301.25
					Total :	**1,301.25**
217465	11/30/2023	000185 PITNEY BOWES	3106381833		POSTAGE METER RENTAL 09/16/23-12/15/23	201.85
					Total :	**201.85**
217466	11/30/2023	002093 RAWLINGS CONSULTING	111623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,020.81
					Total :	**1,020.81**
217467	11/30/2023	000606 RING CENTRAL	CD_000697806		ANNUAL RENEWAL 11/21/23-11/20/24	16,890.48
					Total :	**16,890.48**
217468	11/30/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000044435		CONTRACTUAL LAW ENFORCEMENT THROUGH 9/20	453,404.26
					Total :	**453,404.26**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217469	11/30/2023	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11626638		PUBLIC NOTICE - PA 22-0026 MND NOTICE	404.47
			11627044		PUBLIC NOTICE - ORDER 235 CFD 2023-1 AVE	410.49
			11629560		PUBLIC NOTICE - ORDER 235 CFD 2023-1 AVE	360.62
			11630364		PUBLIC NOTICE - NOPH	143.34
					Total :	**1,318.92**
217470	11/30/2023	002052 ST. FRANCIS ELECTRIC	23164113		TRAFFIC SIGNAL RESPONSE OCT 2023	1,671.82
					Total :	**1,671.82**
217471	11/30/2023	000586 STATE WATER RESOURCE CONTROL B,	SW-0274405		ANNUAL PERMIT FEE 07/01/23-06/30/24	17,666.00
					Total :	**17,666.00**
217472	11/30/2023	000131 WESTERN RIVERSIDE COUNTY, RCA	112823A		MSHCP MITIGATION FEES: AUGUST 2023	59,304.00
			112823B		MSHCP MITIGATION FEES: SEPT 2023	25,416.00
					Total :	**84,720.00**
217473	11/30/2023	000055 WRCOG	1612		FY 23/24 AB 939 & SOLID WASTE COOPERATIO	6,420.54
					Total :	**6,420.54**
217474	11/30/2023	000055 WRCOG	1632		FY 23/24 WRCOG MEMBER DUES	4,297.51
					Total :	**4,297.51**
217475	11/30/2023	001831 YUNEX, LLC	5610000381		STREET LIGHT RESPONSE CALL OUT SEP 2023	293.40
					Total :	**293.40**

18 Vouchers for bank code : wf **Bank total :** **749,560.89**

18 Vouchers in this report **Total vouchers :** **749,560.89**

City of Wildomar
Wire Transfer Register
11/30/2023

ACH Date	Payee	Description		Amount
11/1/2023	Corner Escrow, Inc.	City Hall Building Purchase	$	5,260,000.00
11/7/2023	Wex Inc.	Vehicle Fuel Purchase	$	558.70
11/15/2023	Frontier Communications	Monthly Internet and Phone Service Expenditures	$	141.64
11/16/2023	Corner Escrow, Inc.	Right of Way	$	29,138.00
11/16/2023	Frontier Communications	Monthly Internet and Phone Service Expenditures	$	9.84
11/17/2023	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$	29,266.90
11/20/2023	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$	5,645.98
11/28/2023	Wilmington Bank	Streetlight Prinicple, Interest and Maintenance	$	87,140.88
11/28/2023	Corner Escrow, Inc.	Right of Way	$	356,461.00
11/28/2023	Frontier Communications	Monthly Internet and Phone Service Expenditures	$	56.43
11/28/2023	Frontier Communications	Monthly Internet and Phone Service Expenditures	$	558.60
11/29/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	$	175.88
11/29/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	$	500.88
		TOTAL	$	509,654.73

City of Wildomar
Payroll Warrant Register
12/1/2023

ACH Date	Payee	Description		Amount
11/9/2023	Heartland Payroll	10/21/2023-11/03/2023	$	125,425.00
11/23/2023	Heartland Payroll	11/04/2023-11/17/2023	$	109,197.02
12/1/2023	Heartland Payroll	11/01/2023-11/30/2023	$	1,608.85
		TOTAL	**$**	**236,230.87**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: December 13, 2023

SUBJECT: October 2023 City Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for October 2023

SUMMARY:
October 2023 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of October 2023. 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. This will increase the returns on the City investments above the normal CAMP pool rate.

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

ACCOUNT CODE:
100-1012
100-1011
110-1011
115-1011
120-1011
212-1011
300-1011
301-1011

440-1011
461-1011

ATTACHMENTS:
October 2023 City Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2023

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 8,910,293.26	$ 5,802,545.33	(6,423,419.14)	$ 8,289,419.45	5.225%
		TOTAL	$ 8,910,293.26	$ 5,802,545.33	$ (6,423,419.14)	$ 8,289,419.45	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 4,896,366.05	$ 4,896,366.05	$ 4,896,366.05	14.48%	0	3.670%
Various	CAMP POOL	$ 11,766,875.31	$ 11,766,875.31	$ 11,766,875.31	34.80%	0	5.560%
Various	CAMP MANAGED ACCOUNT	$ 17,304,366.21	$ 17,304,366.21	$ 17,146,517.60	50.71%	763	Variable
	TOTAL	$ 33,967,607.57	$ 33,967,607.57	$ 33,809,758.96	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 42,257,027.02

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 4,852,607.19	$ 0.00	$ 43,758.86	$ 0.00	$ 4,896,366.05	3.670%
100	General	CAMP POOL	$ 3,279,204.90	$ 1,500,000.00	$ 15,807.05	$ 0.00	$ 4,795,011.95	5.560%
115	ARPA	CAMP POOL	$ 6,994,167.70	$ 0.00	$ 23,132.96	$ (5,000,000.00)	$ 2,017,300.66	5.560%
120	AA	CAMP POOL	0.00	2,500,000.00	8,268.66	0.00	2,508,268.66	5.560%
461	DIF Park Imp	CAMP POOL	$ 1,028,934.10	$ 1,000,000.00	$ 6,710.63	$ 0.00	$ 2,035,644.73	5.560%
301	ENDWMNT	CAMP POOL	$ 409,295.58	$ 0.00	$ 1,353.73	$ 0.00	$ 410,649.31	5.560%
100	General	CAMP MANAGED ACCOUNT	$ 6,036,227.89	$ 0.00	$ 12,747.74	$ 0.00	$ 6,048,975.63	Variable
110	DEVAG	CAMP MANAGED ACCOUNT	$ 491,063.19	$ 0.00	$ 1,035.15	$ 0.00	$ 492,098.34	Variable
120	AA	CAMP MANAGED ACCOUNT	$ 6,137,865.00	$ 0.00	$ 12,941.35	$ 0.00	$ 6,150,806.35	Variable
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,017,440.26	$ 0.00	$ 2,144.78	$ 0.00	$ 1,019,585.04	Variable
300	CEM	CAMP MANAGED ACCOUNT	$ 1,017,440.26	$ 0.00	$ 2,144.78	$ 0.00	$ 1,019,585.04	Variable
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,567,902.29	$ 0.00	$ 5,413.51	$ 0.00	$ 2,573,315.80	Variable
		TOTAL	$ 33,832,148.37	$ 5,000,000.00	$ 135,459.20	$ (5,000,000.00)	$ 33,967,607.57	

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

11/20/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: December 13, 2023

SUBJECT: Tres Lagos Apartments, Phase 2 - Precise Grading Agreement, Stormwater Management/BMP Agreements, and Public Improvement Agreement

SUBMITTED BY: Ninette Eva

PREPARED BY: Ninette Eva

ACTION:
Authorize the City Manager to execute the Precise Grading Agreement, Stormwater Management/BMP Agreements for privately maintained and CFD maintained facilities, and Public Improvement Agreement with Wildomar Tres Lagos Partners LP.

SUMMARY:
The Developer of the Tres Lagos Apartment Project is required to enter into precise grading, public improvement agreements, and stormwater management/BMP agreements to complete the grading activities, offsite public improvements, and to ensure future maintenance of stormwater management facilities. The agreements identify the Developer's obligations to the City in performing and completing the precise grading construction, public improvements, and future maintenance.

BACKGROUND:
Tres Lagos Apartments (Plot Plan No. 21-0006) is an approved plot plan for affordable housing, based on SB 35 and Government Code Section 65915. On August 6, 2021, the City Council approved Plot Plan 21-0006. Tres Lagos Apartments is a multi-family residential development consisting of a 225-unit affordable housing project on 10.35 acres in the R-3 (General Residential) zone located at the southeast corner of Catt Road and Arnett Road. The project consists of three phases. The grading and onsite improvement plans for Phase 2 have been approved, and the offsite improvement plans are currently being reviewed. An aerial image of the project site and the surrounding area is provided in Attachment A and the project site plan is provided in Attachment B.

DISCUSSION:

Precise Grading Agreement

In order to complete the precise grading activities, the Developer is required to enter into a Precise Grading Agreement (Attachment C) which identifies the Developer's obligations to the City in performing and completing the precise grading construction. The agreement also provides the City with bonds to secure the precise grading activities. If the Developer fails to fulfill their obligations, the bonds provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The bond amount is based on the Developer's engineer's precise grading bond estimate shown as part of Attachment C.

Stormwater Management/BMP Agreements

The Developer is also required to enter into Stormwater Management/BMP Facilities Agreements for privately maintained BMPs and CFD maintained BMPs (BMP Agreements, Attachments D and E) with the City. The BMP Agreements identify the maintenance responsibilities of the Developer to ensure that the WQMP BMPs that are constructed with this development continue to be maintained in the future.

Public Improvement Agreements

In order to complete offsite public improvements, the Developer is required to enter into a Public Improvement Agreement (Attachments F) with the City. The agreement identifies the Developer's obligations to the City in performing and completing the construction for offsite public improvements. The agreement also provides the City with bonds to ensure that the Developer will fulfill his/her obligations and secure the improvements. If the Developer fails to fulfill these obligations, the bonds will provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The bond amounts are based on the Developer's engineer's construction cost estimate for offsite public improvements included in Attachment F.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement, BMP Agreements, and Public Improvement Agreement for Tres Lagos Apartments, Phase 2, with Wildomar Tres Lagos Partners LP.

FISCAL IMPACT:

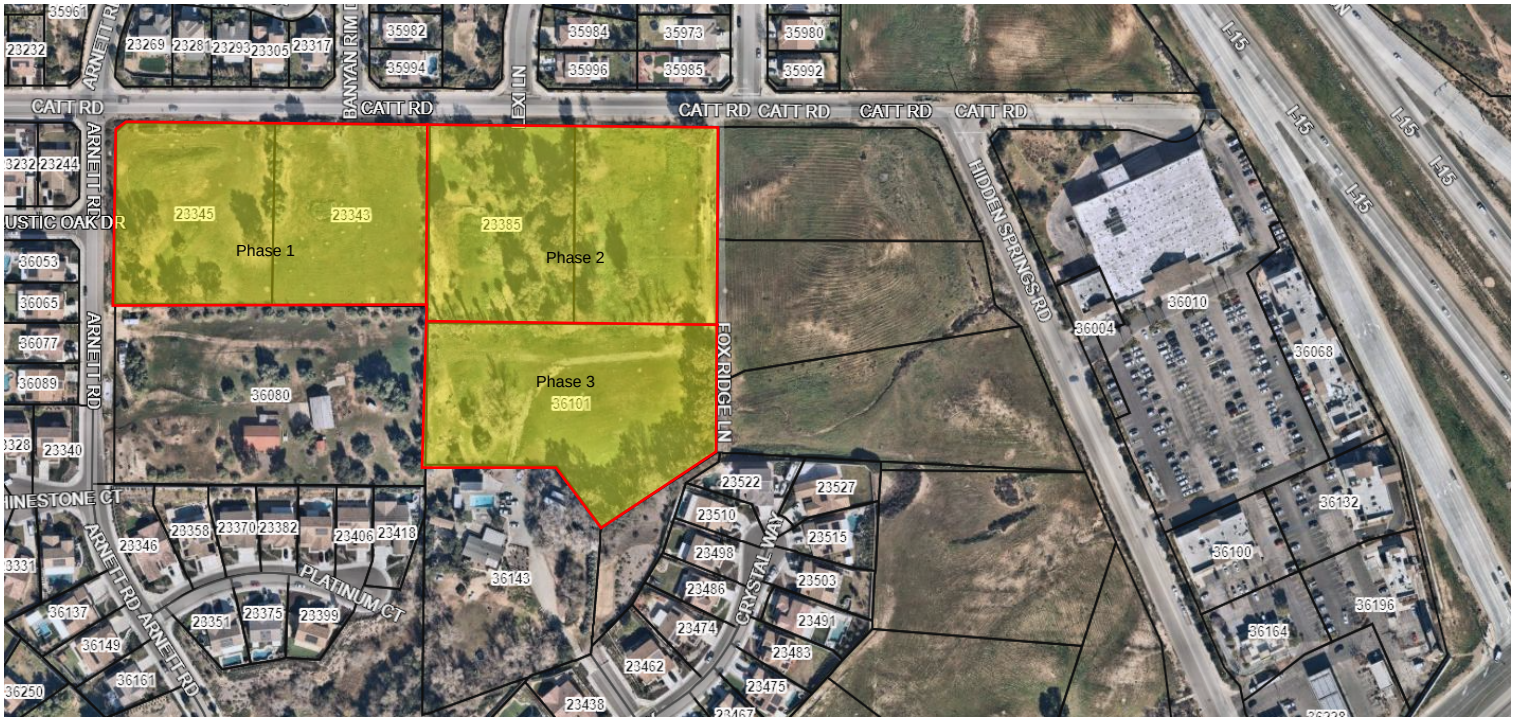
There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the BMPs for the project during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the BMPs are being maintained. These inspections and processing activities are not paid for by the landowner and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any BMPs that they are required to maintain and the City expends funds to maintain the BMPs to ensure the City's MS4/Storm

Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

ATTACHMENTS:

A - Aerial Map
B - Site Plan
C - Phase 2 Precise Grading Agreement and Bond
D - BMP Facilities Agreement (Private)
E - BMP Facilities Agreement (CFD)
F - Public Improvement Agreement

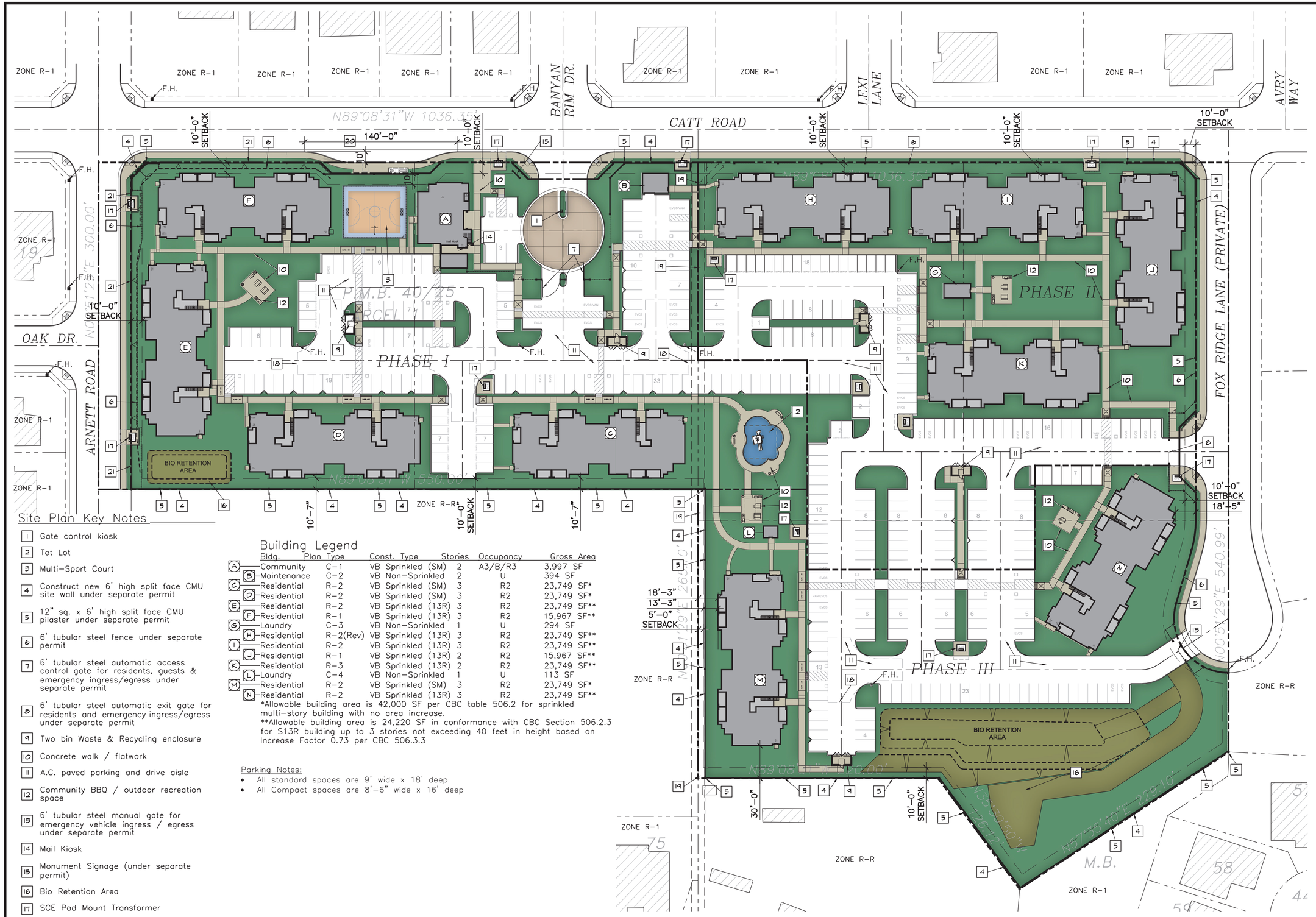
ATTACHMENT A



Aerial Image of
Tres Lagos Apartments
(highlighted in yellow)

ATTACHMENT B

Site Plan
Tres Lagos Apartments



Site Plan Key Notes

1. Gate control kiosk
2. Tot Lot
3. Multi-Sport Court
4. Construct new 6' high split face CMU site wall under separate permit
5. 12" sq. x 6' high split face CMU pilaster under separate permit
6. 6' tubular steel fence under separate permit
7. 6' tubular steel automatic access control gate for residents, guests & emergency ingress/egress under separate permit
8. 6' tubular steel automatic exit gate for residents and emergency ingress/egress under separate permit
9. Two bin Waste & Recycling enclosure
10. Concrete walk / flatwork
11. A.C. paved parking and drive aisle
12. Community BBQ / outdoor recreation space
13. 6' tubular steel manual gate for emergency vehicle ingress / egress under separate permit
14. Mail Kiosk
15. Monument Signage (under separate permit)
16. Bio Retention Area
17. SCE Pad Mount Transformer
18. Fire Department Turnaround Maneuvering Space
19. Existing Utility Easement and Utility Pole
20. RTA Bus Stop with 10' Turn Out
21. 3' High Retaining Wall

Building Legend

Bldg.	Plan Type	Const. Type	Stories	Occupancy	Gross Area
A	Community C-1	VB Sprinkled (SM)	2	A3/B/R3	3,997 SF
B	Maintenance C-2	VB Non-Sprinkled	2	U	394 SF
C	Residential R-2	VB Sprinkled (SM)	3	R2	23,749 SF*
D	Residential R-2	VB Sprinkled (SM)	3	R2	23,749 SF*
E	Residential R-2	VB Sprinkled (13R)	3	R2	23,749 SF**
F	Residential R-1	VB Sprinkled (13R)	3	R2	15,967 SF**
G	Laundry C-3	VB Non-Sprinkled	1	U	294 SF
H	Residential R-2(Rev)	VB Sprinkled (13R)	3	R2	23,749 SF**
I	Residential R-2	VB Sprinkled (13R)	3	R2	23,749 SF**
J	Residential R-1	VB Sprinkled (13R)	2	R2	15,967 SF**
K	Residential R-3	VB Sprinkled (13R)	2	R2	23,749 SF**
L	Laundry C-4	VB Non-Sprinkled	1	U	113 SF
M	Residential R-2	VB Sprinkled (SM)	3	R2	23,749 SF*
N	Residential R-2	VB Sprinkled (13R)	3	R2	23,749 SF**

*Allowable building area is 42,000 SF per CBC table 506.2 for sprinkled multi-story building with no area increase.
**Allowable building area is 24,220 SF in conformance with CBC Section 506.2.3 for S13R building up to 3 stories not exceeding 40 feet in height based on Increase Factor 0.73 per CBC 506.3.3

Parking Notes:

- All standard spaces are 9' wide x 18' deep
- All Compact spaces are 8'-6" wide x 16' deep

SITE PLAN

SCALE: 1"=40'

0 20 40 80
GRAPHIC SCALE

NORTH

derra
495 E. Rincon Street, Suite 204
Corona, CA 92879
Ph: 951.268.1650 Fax: 951.268.1651

A Palm Communities Affordable Housing Development

Tres Lagos Multi-family Apartments

23345 & 23365 Catt Road
Wildomar, CA. 92595

APN: 380-100-008, 380-100-09, 380-100-010, 380-100-011, 380-100-012

Revisions

C	1-1-21 Schematic Design
D	2-25-21 Pre-Application Comments

PALM COMMUNITIES
Quality for Generations

Job No.	Date
1990N	10/12/20
Drawn By	Checked By
WGA	WGA

Sheet Title
Site Plan

A-0.1

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and Wildomar Tres Lagos Partners LP, a California limited partnership, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as Tres Lagos Apartments Phase 2 (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **Two Million Two Hundred Twenty One Thousand Five Hundred Dollars ($2,221,500.00)**, which covers precise grading and onsite improvements.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of precise grading and onsite improvements, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

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

THIRTEENTH: 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.

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

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
Wildomar Tres Lagos Partners LP
100 Pacifica, Suite 203
Irvine, CA 92618
Phone Number: (949) 339-5331

FIFTEENTH: 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 sign this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

Wildomar Tres Lagos Partners II LP, a
California limited partnership

By: PC Wildomar Developers II LLC,
a California limited liability,
its administrative general partner

By: Palm Communities,
a California corporation,
its manager

By: _____
Danavon L. Horn, President

Date 11/09/2023

City of Wildomar

By _____

_____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

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 11/09/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DANAVON L. HORN
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Place Notary Seal and/or Stamp Above

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

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: GRADING AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DANAVON L. HORN	Signer's Name: _____
☒ Corporate Officer – Title(s): PRESIDENT	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: PALM COMMUNITIES	Signer is Representing: _____

©2019 National Notary Association

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(On-Site Improvements and Grading)

FOR:

On-site Improvements and Grading
$ 2,221,500.00

Project Name:
Tres Lagos Apartments Phase 2

Premium
$ 19,994.00/1 yr.

Parcel Map No.

Bond No.
ES00016284

Surety
Everest National Insurance Company

Address
1340 Treat Blvd., Suite 450

City/State
Walnut Creek, CA

Zip
94597

Phone
(714) 516-2960

Principal
Wildomar Tres Lagos Partners LP

Address
100 Pacifica, Suite 203

City/State
Irvine, CA

Zip
92618

Phone
(949) 878-9399

WHEREAS, the City of Wildomar, Riverside County, State of California, and Wildomar Tres Lagos Partners LP (hereinafter designated as ("principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map) APN #0380-100-022, Project #22-0192, Phase II, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and Everest National Insurance Company, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of Two Million Two Hundred Twenty-One Thousand Five* Dollars ($ 2,221,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. *Hundred & N0/100ths

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety. When the work covered by the agreement is complete as determined by the City of Wildomar, the City will release the obligation of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 9, 2023.

NAME OF PRINCIPAL: Wildomar Tres Lagos Partners LP

AUTHORIZED SIGNATURE(S): By: DANAYON L. HORN, PRESIDENT — Title

Title

Title

(If Corporation, Affix Seal)

NAME OF SURETY: Everest National Insurance Company

AUTHORIZED SIGNATURE: Its Attorney-in-Fact, Wrenetta Walker — Title

(If Corporation, Affix Seal)

Attach Notarial Acknowledgment Of Signatures Of Principal And Attorney-In-Fact.

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 11/09/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANAVON L. HORN,
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Signature _____ (Seal)

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On November 9, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer),

personally appeared Wrenetta Walker,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)

ETC1 SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 ETC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00016284
(Title or description of attached document)

Everest National Insurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/9/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 9th day of November 2023.

By: Sylvia Semerdjian, Assistant Secretary

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. _____ DATE: 11/7/2023
PP, CU, PU, MS OR VL NO. _____ PROJECT: **Tres Lagos Phase II**

16782			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 719,866.98	$ 720,000.00	$ 360,000.00
*Flood Control		$ 0.00	$ 0.00	$ 0.00
Water	None	$ 655,504.92	$ 655,500.00	$ 327,750.00
	District Name			
Sewer	None	$ 845,812.80	$ 846,000.00	$ 423,000.00
	District Name			
Total		**2,221,184.70**	$ **2,221,500.00**	$ **1,110,750.00**
Warranty Retention (10%)			$ 222,150.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathmatical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do/do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Signature _____ Date 11/7/2023

Ali Monshizadeh — Name Typed or printed

C67674 — RCE# Exp. Date

REGISTERED PROFESSIONAL ENGINEER ALI MONSHIZADEH C67674 EXP. 06/30/2025 CIVIL STATE OF CALIFORNIA

Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest $500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. **100% for Flood Control items.

3. For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1,741	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	$ 20.00	$ 34,820.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
16,782	C.Y.	(a.) Excavate and Fill	$ 0.40	$ 6,712.80
-	C.Y.	(b.) Excavate and Export	$ 1.10	$ 0.00
5,344	C.Y.	(c.) Import and Fill	$ 2.80	$ 14,963.20
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
1	LS	Mobilization	$ 7,500.00	7,500.00
2.2	AC	Clear and Grub	$ 12,000.00	26,400.00
1	LS	Erosion Control	$ 35,000.00	35,000.00
-	S.Y.	Grinding A.C. , in place	$ 2.00	$ 0.00
-	S.Y.	Remove A.C. Pavement	$ 0.60	$ 0.00
-	L.F.	Remove Curb and Gutter	$ 18.00	$ 0.00
-	L.F.	Remove A.C. Dike	$ 3.00	$ 0.00
-	EA.	Relocate Mailbox	$ 250.00	$ 0.00
-	L.F.	Remove Chain Link Fence	$ 7.50	$ 0.00
-	L.F.	Remove Barricade	$ 10.00	$ 0.00
1,169	TON	Asphalt Concrete (48,378 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 105,210.00
747	C.Y.	Agg Base Class II (48,378S.F.)	$ 50.00	$ 37,350.00
	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	$ 600.00	$ 0.00
	S.F.	AC overlay (min. 0.10') (SF)	$ 0.90	$ 0.00
391	L.F.	Curb and Gutter (Type A-6)	$ 18.00	$ 7,038.00
148	L.F.	Curb and Gutter Slotted	$ 19.00	$ 2,812.00
1,937	L.F.	Type "C" Curb	$ 15.00	$ 29,055.00
30	L.F.	Construct 0" Curb	$ 15.00	$ 450.00
793	S.F.	8" Thick Spillway	$ 15.00	$ 11,895.00
158	L.F.	Provide Redwood Header on All Pavement Edges	$ 8.00	$ 1,264.00
510	L.F.	Ribbon Guttter	$ 16.00	$ 8,160.00
-	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 0.00
7,263	S.F.	P.C.C. Sidewalk	$ 6.00	$ 43,578.00
-	S.F.	P.C.C. Drive Approach	$ 8.00	$ 0.00
-	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
5	EA.	Handicapped Access Ramp	$ 2,000.00	$ 10,000.00
-	C.Y.	Structural Reinforcement Concrete	$ 400.00	$ 0.00
-	L.F.	Barricades	$ 100.00	$ 0.00
-	L.F.	Metal Beam Guard Railing	$ 35.00	$ 0.00
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	$ 10.00	$ 0.00
-	L.F.	Chain Link Fence (6')	$ 80.00	$ 0.00
-	L.F.	Relocate Fence	$ 12.00	$ 0.00
-	EA.	Pipe Gate	$ 1,000.00	$ 0.00
-	EA.	Relocate Power Pole	$ 10,000.00	$ 0.00
-	EA.	Street Lights (including conduit)	$ 5,000.00	$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
-	EA.	Concrete Bulkhead	$ 2,500.00	$ 0.00
-	EA.	Slope Anchors for Pipes	$ 300.00	$ 0.00
-	C.Y.	Cut Off Wall (Std 2')	$ 400.00	$ 0.00
-	EA.	A. C. Overside Drain	$ 800.00	$ 0.00
-	EA	Under Sidewalk Drain Std 309	$ 2,000.00	$ 0.00
-	EA	Flat Outlet Drainage Structure Std 303	$ 2,000.00	$ 0.00
-	EA	Curb Outlet Drainage Structure Std 308	$ 2,000.00	$ 0.00
-	EA	Private Drainage Structure Std 310	$ 500.00	$ 0.00
-	S.F.	Terrace Drain & Down Drain	$ 6.50	$ 0.00
-	S.F.	Interceptor Drain	$ 6.50	$ 0.00
-	C.Y.	R.C. Box Culvert	$ 400.00	$ 0.00
-	C.Y.	Concrete Channel	$ 200.00	$ 0.00
26	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 1,040.00
-	C.Y.	Rip Rap (1/2 Ton) Methob B	$ 45.00	$ 0.00
-	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ 0.00
-	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ 0.00
-	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ 0.00
-	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ 0.00
-	C.Y.	Grouted Rip Rap (1 Ton) Method B	$ 75.00	$ 0.00
-	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ 0.00
146	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 16,498.00
-	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 115.00	$ 0.00
-	L.F.	30" R.C. P. Or 35" x 24" RCPA	$ 153.00	$ 0.00
-	L.F.	36" R.C. P. Or 42" x 29" RCPA	$ 90.00	$ 0.00
-	L.F.	42" R.C. P. Or 49" x 33" RCPA	$ 100.00	0.00
-	L.F.	48" R.C. P. Or 57" x 38" RCPA	$ 235.00	0.00
-	L.F.	54" R.C. P. Or 64" x 43" RCPA	$ 130.00	0.00
-	L.F.	60" R.C. P. Or 71" x 47" RCPA	$ 150.00	0.00
-	L.F.	18" C.S.P. HDPE Or Equal	$ 40.00	$ 0.00
-	L.F.	24" C.S.P. HDPE Or Equal	$ 50.00	$ 0.00
-	L.F.	30" C.S.P. HDPE Or Equal	$ 60.00	$ 0.00
-	L.F.	36" C.S.P. HDPE Or Equal	$ 70.00	$ 0.00
-	L.F.	42" C.S.P. HDPE Or Equal	$ 80.00	$ 0.00
-	L.F.	48" C.S.P. HDPE Or Equal	$ 100.00	$ 0.00
-	L.F.	54" C.S.P. HDPE Or Equal	$ 110.00	$ 0.00
-	L.F.	60" C.S.P. HDPE Or Equal	$ 120.00	$ 0.00
1	EA.	Catch Basin W=2'	$ 2,200.00	$ 2,200.00
-	EA.	Catch Basin W=7'	$ 4,000.00	$ 0.00
-	EA.	Catch Basin W=14'	$ 7,800.00	$ 0.00
-	EA.	Catch Basin W=21'	$ 12,000.00	$ 0.00
-	EA.	Catch Basin W=28'	$ 15,000.00	$ 0.00
-	EA.	Type IX Inlet	$ 2,500.00	$ 0.00
-	EA.	Type X Inlet	$ 2,500.00	$ 0.00
-	EA.	Junction Structure No. 1	$ 3,000.00	$ 0.00
-	EA.	Junction Structure No. 2	$ 3,000.00	$ 0.00
-	EA.	Junction Structure No. 6	$ 3,700.00	$ 0.00
-	EA.	Transition Structure No. 1	$ 12,500.00	$ 0.00
-	EA.	Transition Structure No. 2	$ 12,500.00	$ 0.00
-	EA.	Transition Structure No. 3	$ 2,700.00	$ 0.00
-	EA.	Manhole No. 1	$ 2,700.00	$ 0.00
-	EA.	Manhole No. 2	$ 3,300.00	$ 0.00
-	EA.	Manhole No. 3	$ 2,700.00	$ 0.00
-	EA.	Manhole No. 4	$ 5,000.00	$ 0.00
1	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 250.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
13	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 7,800.00
8	EA.	Install Storm Drain Cleanout	$ 1,500.00	$ 12,000.00
1	EA.	MWS 8x16 Bio Filter	$ 80,000.00	$ 80,000.00
67	EA.	12"x12" NDS Yard Drains	$ 115.00	$ 7,705.00
2511	L.F.	SDR-35 Area Drain Lne	$ 12.00	$ 30,132.00
42	L.F.	PCC U-Channel	$ 35.00	$ 1,470.00
465	L.F.	PCC Walk Outs	$ 38.00	$ 17,670.00
2	EA.	Proposed Head Wall	$ 2,500.00	5,000.00
		SIGNING, STRIPING AND SIGNALS		
-	S.F	Remove Traffic Stripes and Paint Markings	$ 2.50	$ 0.00
-	EA.	Remove, Sign, Salvage	$ 100.00	$ 0.00
-	EA.	Relocate Roadside Sign	$ 150.00	$ 0.00
-	EA.	Street Name Sign	$ 275.00	$ 0.00
-	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 0.00
-	EA.	Install Sign Mast Arm Hanger Method)	$ 150.00	$ 0.00
-	EA.	Road Sign - One Post	$ 250.00	$ 0.00
-	EA.	Road Sign - Two Post	$ 400.00	$ 0.00
-	EA.	Object Marker - Modified Type "F" Delineator	$ 60.00	$ 0.00
-	EA.	Delineator (Class 1 Type F)	$ 40.00	$ 0.00
-	EA.	Delineator (Class 2)	$ 45.00	$ 0.00
-	EA.	Pavement Marker, Reflective	$ 3.75	$ 0.00
-	EA.	Paint Traffic Stripe (2 Coats)	$ 0.30	$ 0.00
-	L.F.	Remove Barricade	$ 10.00	$ 0.00
-	L.F.	4" Thermoplastic Traffic Stripe	$ 0.50	$ 0.00
-	L.F.	8" Thermoplastic Traffic Stripe	$ 0.80	$ 0.00
-	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	$ 2.25	$ 0.00
-	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 0.00
-	EA	Signal and Lighting	$ 150,000.00	$ 0.00
1	L.S.	Paint Cross Walk Striping	$ 1,500.00	$ 1,500.00
1	L.S.	Paint Parking Stalls	$ 2,500.00	$ 2,500.00
1	L.S.	Paint, Stripe and Sign ADA Parking	$ 2,500.00	$ 2,500.00
1	L.S.	Install Unauthorized Vehicle Parking Sign	$ 850.00	$ 850.00
				$ 0.00
				$ 0.00
		LANDSCAPING		$
-	S. F.	Maintenance Walk STD 113	$ 4.00	$ 0.00
-	S. F.	Colored Stamped Concrete	$ 10.00	$ 0.00
-	EA	Street Trees (15 Gallon)	$ 100.00	$ 0.00
-	S. F.	Landscape and Irrigation	$ 3.50	$ 0.00
-	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
-	EA	Water Meter	$ 7,000.00	$ 0.00
-	S.F.	Electric Meter	$ 10,000.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **571,323.00**
	B.	Administrative Contingency (5 % x A)	5%	$ 28,566.15
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **599,889.15**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C	20%	$ 119,977.83
	E.	**Streets/Drainage Total (C + D)**		$ **719,866.98**

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
0	L.F.	4" Waterline	$ 13.00	$ 0.00
0	L.F.	6" Waterline	$ 16.00	$ 0.00
0	L.F.	8" Waterline	$ 21.00	$ 0.00
0	L.F.	10" Waterline	$ 27.00	$ 0.00
16,782	L.F.	12" Waterline	$ 31.00	$ 520,242.00
0	L.F.	18" Waterline	$ 40.00	$ 0.00
0	EA.	4" Gate Valve	$ 650.00	$ 0.00
0	EA.	6" Gate Valve	$ 800.00	$ 0.00
0	EA.	Fire Hydrant (6") Super	$ 2,500.00	$ 0.00
0	EA.	Fire Hydrant (6") Standard	$ 2,300.00	$ 0.00
0	EA.	4" Misc. Fittings	$ 150.00	$ 0.00
0	EA.	6" Misc. Fittings	$ 200.00	$ 0.00
0	EA.	8" Misc. Fittings	$ 250.00	$ 0.00
0	EA.	10" Misc. Fittings	$ 280.00	$ 0.00
0	EA.	12" Misc. Fittings	$ 320.00	$ 0.00
0	EA.	Blowoffs (4")	$ 1,600.00	$ 0.00
0	EA.	Service Connections	$ 475.00	$ 0.00
0	EA.	Adjust Water Valve to Grade	$ 200.00	$ 0.00
0	EA.	Relocation of Blowoff	$ 1,000.00	$ 0.00
0	EA.	Air and Vacuum Valve.	$ 1,850.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **520,242.00**
	B.	Administrative Contingency (5 % x A)		$ 26,012.10
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Water Total (A + B)**		$ **546,254.10**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 109,250.82
	E.	**Water Total (C + D)**		$ **655,504.92**

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
0	L.F.	4" V. C. P.	$ 15.00	$ 0.00
0	L.F.	6" V. C. P.	$ 25.00	$ 0.00
0	L.F.	8" V. C. P.	$ 30.00	$ 0.00
0	L.F.	10" V. C. P.	$ 35.00	$ 0.00
16782	L.F.	12" V. C. P.	$ 40.00	$ 671,280.00
0	EA.	Standard Manhole	$ 2,500.00	$ 0.00
0	EA.	Drop Manhole	$ 4,000.00	$ 0.00
0	EA.	Cleanouts	$ 500.00	$ 0.00
0	L.F.	Concrete Encasement	$ 35.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **671,280.00**
	B.	Administrative Contingency (5 % x A)		$ 33,564.00
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Sewer Total (A + B)**		$ **704,844.00**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 140,968.80
	E.	**Sewer Total (C + D)**		$ **845,812.80**

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT

PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. _____ SCH: _____ DATE: _____

PP, CU, PU, MS OR VL NO. _____

IMPROVEMENT COSTS (Including Contingencies)			
I. Streets/Drainage (Line C from Street Improvement Calculations)		$	599889.15
16782		$	546,254.10
III. Sewer (Line C from Sewer Improvement Calculations)		$	704,844.00
PLAN CHECK DEPOSIT CALCULATION			
1	7500	##	
2.2	12000	##	
1	35000	##	12510.98
C. Total Plan Check Deposit (A + B)		$	12510.98
SURCHARGE FEE CALCULATION			
D. Surcharge Fee (2% x C)		$	250.22
E. Total Plan Check Deposit and Surcharge Fee		$	12761.20
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS			
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as			
shown below, then following deposit schedule will apply, otherwise pay the full deposit.			
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum $5,000			
For PM (Schedule H, I) - minimum $5,000.00			
For PP/CU/PU/MS/VL - minimum $5,000.00			
COMMENTS			

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December, 2023 , by and between Wildomar Tres Lagos Partners II LP, a California limited partnership, (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as APN 380-100-022, as recorded by deed in the land records of Riverside County, California, Deed Book 35, Page 32 (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Precise Grading Plan and On Site Improvement Plans Tres Lagos Apartments Phase 2, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property

and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

11. 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 sign this Agreement.

WITNESS the following signatures and seals:

WILDOMAR TRES LAGOS PARTNERS II LP, (Seal)
a California limited partnership

By: PC Wildomar Developers II LLC,
a California limited liability company, its administrative general partner

By: Palm Communities, a California corporation, its manager

By: _____
Danavon L. Horn, President

NOTE: 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 THE BUSINESS ENTITY.

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 12/1/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANAVON L. HORN,
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Signature _____ **(Seal)**

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December, 2023 , by and between Wildomar Tres Lagos Partners II LP, a California limited partnership (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as APN 380-100-022 as recorded by deed in the land records of Riverside County, California, Deed Book 35, Page 32 (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Precise Grading Plan and On Site Improvement Plans Tres Lagos Apartments Phase 2, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2022-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently de-annexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with

respect to the CFD Maintained Facilities.

4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary. This section does not apply to any CFD Maintained Facilities.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

8. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association

11. 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.

12. 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 sign this Agreement.

WITNESS the following signatures and seals:

WILDOMAR TRES LAGOS PARTNERS II LP, (Seal)
a California limited partnership

By: PC Wildomar Developers II LLC,
a California limited liability company, its administrative general partner

By: Palm Communities, a California corporation, its manager

By: _____
Danavon L. Horn, President

NOTE: 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 THE BUSINESS ENTITY.

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 12/1/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANAVON L. HORN,
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Signature _____ **(Seal)**

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

NO FEE DOCUMENT
Government Code §6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

Project Name:	Tres Lagos Apartments Phase 2
Project Address:	Catt Road and Arnett Road
APN:	APNs 380-100-022
Project No.:	22-0192

PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is entered into this 13th day of December, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and Wildomar Tres Lagos Partners, LP a California limited partnership ("Principal"). City and Principal may be individual or collectively referred to as a "party" or the "parties" to this Agreement.

RECITALS

A. Principal owns the real property located at northeast corner of Catt Road and Arnett Road, in the City of Wildomar, California, which is more particularly described in Exhibit "A" to this Agreement ("Property").

B. Principal has applied for and obtained certain development approvals from the City to develop the Property. The development approvals and City ordinances require Principal to construct certain public improvements and dedicate those public improvements to the City after construction is complete.

C. This Agreement memorializes the understanding between the parties regarding the terms and conditions under which Principal will construct and City will accept the required public improvements.

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:

1. Construction of Improvements. The Principal agrees to construct and install on the Property, at the Principal's own cost and expense, the public improvements shown on the improvement plans submitted by Principal and approved by the City as referenced and contained within this Public Improvement Agreement ("Required Improvements"). Prior to commencing any work, Principal shall, at its sole cost and expense, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Required Improvements and performance of Principal's obligations under this Agreement. The Required Improvements shall be constructed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, 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. Principal shall complete the construction of the Required Improvements within twelve months of the date of this Agreement.

a. Standard of Performance. Principal and its contractors, if any, shall perform all work required to construct the Required Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Principal represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Principal 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.

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

c. Fees and Charges. Principal shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of construction of the Required Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City or as required by other governmental agencies having jurisdiction over the Required Improvements.

2. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

3. Completion of Improvements. Upon satisfactory completion of all

Required Improvements as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), Principal shall offer to dedicate the Required Improvements to the City, and City agrees to accept that offer of dedication in accordance with its policies and procedures and the terms of this Agreement.

4. Title to Required Improvements. The City shall not accept the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Title to and ownership of the Required Improvements shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

a. Developer's Notice of Completion. Upon the acceptance of the Required Improvements by City, Principal shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Required Improvements in accordance with Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, at which time the accepted Required Improvements shall become the sole and exclusive property of City without payment therefor.

b. City Acceptance of Public Improvements. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Required Improvements.

c. Developer's Obligation to Provide As-Built or Record Drawings. Notwithstanding the foregoing, City may not accept any Required Improvements unless and until Principal provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Required Improvements. The drawings shall be certified and shall reflect the condition of the Required Improvements as constructed, with all changes incorporated therein.

5. Extension of Time to Complete Improvements.

a. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown.

b. Requests for extension of the completion date shall be in writing and delivered to the City Engineer in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City Engineer extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security to reflect increases in the estimated costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the Required Improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the Required Improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Required Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Required Improvements until approved and accepted. Any use by any person of the Required Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Principal at all times prior to City's acceptance of the Required Improvements. Principal shall maintain all the Required Improvements in a state of good repair until they are completed by Principal and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Principal'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 City. If Principal fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Principal and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Required Improvements or their condition prior to acceptance. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing on the Property, and will take reasonable actions to protect

the public from such dangerous conditions.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Warranty. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. As to any Required Improvements which have been repaired, replaced, or reconstructed during the Warranty, Principal and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Required Improvements. Nothing herein shall relieve Principal from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Required Improvement following expiration of the Warranty or any extension thereof. Principal's warranty obligation under this section shall survive the expiration or termination of this Agreement.

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

12. Security.

a. Required Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

(1) Faithful Performance Security. Principal shall provide faithful performance security to secure faithful performance of this Agreement ("faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$211,000.00 (Two Hundred Thousand and No/100 Dollars)**.

(2) Payment Security. Principal shall also provide payment security to secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for the work ("payment security"). This security shall be in the amount of fifty percent (50%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$105,500.00 (One Hundred Five Thousand Five Hundred and No/100 Dollars)**, and shall secure the obligations set forth in Title 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

(3) Guarantee and Warranty Security. Principal shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$21,100.00 (Twenty One Thousand One Hundred and No/100 Dollars)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

(4) Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the

total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Not Applicable**, to guarantee and secure the placement of such monuments.

b. Additional Requirements.

(1) Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The premiums for said bonds shall be paid by Principal.

(2) The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City.

(3) The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City.

(4) Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney. All required securities shall be in a form approved by the City Attorney.

(5) No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties.

(6) The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

(7) The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

c. Principal's Liability. While no action of Principal shall be required in order for City to realize on its security under any security instrument, Principal agrees to cooperate with City to facilitate City's realization under any security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any security instrument or the subsequent expiration of any security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Principal shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10)

days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 12.

d. Release of Security.

(1) Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

(2) Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code (commencing with Section 8410), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

(3) Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

(4) Monument Security. The monument security may be released by written authorization of the City Engineer after all required monuments are accepted by the City Engineer, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the monuments.

13. Insurance.

a. **Types; Amounts**. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. 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.

(1) **General Liability**. Developer and its contractors shall procure and maintain Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01 or equivalent form, with a combined single limit of not less than $3,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate shall be twice the occurrence limit or shall apply separately to each project. If Developer maintains higher limits than the

specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Developer. The General Liability policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance

(2) **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, hired, and non owned by the insured or for which the insured is responsible.

(3) **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy at all times during which insured retains employees.

(4) **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than $1,000,000 per claim. Such insurance shall be endorsed to include contractual liability. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

(5) **Pollution Liability.** Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate; Coverage shall apply to pollution incidents at or from any location at which Developer and its contractors are performing work under this agreement. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by the City. Developer and its contractors are responsible for any deductible or self-insured retention and shall fund it upon the City's written request, regardless of whether Developer and its contractors have a claim against the insurance or are named as a party in any action involving the City. The City, its elected officials, officers, employees, agents, and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Developer and its contractors. Additional insured status shall continue for one (1) year after completion of the work. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work. The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the

existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

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

c. **Additional Insured; Separation of Insureds**. The Required Insurance (except Workers' Compensation and Professional Liability) shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City shall continue to be an additional insured for completed operations for (1) year after completion of the work. The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

d. **Primary Insurance; Waiver of Subrogation**. The General Liability Insurance provided to the additional insured shall be primary to, and non contributory with, any insurance or self insurance program maintained by the City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City, its elected officials, officers, employees, agents and volunteers.

e. **Certificates; Verification**. Developer and its contractors shall furnish City 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 City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

f. **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. Developer 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, Developer shall forthwith obtain and submit proof of substitute insurance. Should Developer fail to immediately procure other insurance, as

specified, to substitute for any canceled policy, the City may procure such insurance at Developer's sole cost and expense.

g. **Insurer Rating**. Unless approved in writing by City, all Required Insurance shall placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

14. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

15. Default; Notice; Remedies.

a. Notice. If Principal neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Principal to be in default or violation of this Agreement and make written demand upon Principal or its surety, or both, to immediately remedy the default or violation. Principal shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Principal shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Principal and its surety shall be liable to City for all costs of construction and installation of the Required Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

b. Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City 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 Principal and its surety, without the necessity of giving any further notice to Principal or surety. City's right to take such actions shall in no way be limited by the fact that Principal or its surety may have constructed any, or none of the required or agreed upon Required Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Principal or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Principal or its surety the full cost and expense incurred.

c. Other Remedies. No action by City pursuant this section shall prohibit City from exercising any other right or pursuing any other legal or equitable

remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

16. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Notices required to be given to Principal shall be addressed as follows:

Danavon L. Horn
100 Pacifica, Suite 103
Irvine, CA 92618

17. 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.

18. Attorney's Fees. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all attorney's fees and costs. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of attorney's fees and costs.

19. Assignment. Principal shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

21. Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Principal of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Principal agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Required Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Required Improvements or this Agreement.

22. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

23. Approvals by City; Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Principal and by the City. 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.

24. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

25. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Riverside County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

26. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

27. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

28. 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 Principal include all personnel, employees, agents, and subcontractors of Principal, except as otherwise specified in this Agreement. All references to City 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.

29. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

30. Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

31. Effective Date of Agreement. This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Principal.

32. Relationship Between The Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, nor approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Principal. Principal's contractors and subcontractors are exclusively and solely under the control and dominion of Principal. Nothing herein shall be deemed to make Principal or its contractors an agent or contractor of City.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

PRINCIPAL:

WILDOMAR TRES LAGOS PARTNERS II LP, (Seal)
a California limited partnership

By: PC Wildomar Developers II LLC,
a California limited liability company, its administrative general partner

By: Palm Communities, a California corporation, its manager

By: _____
Danavon L. Horn, President

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

NOTE: 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 T BUSINESS ENTITY.

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 12/1/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANAVON L. HORN,
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Signature _____ **(Seal)**

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

PARCEL "B" OF NOTICE OF LOT LINE ADJUSTMENT NO. 2022-004, AS SHOWN ON EXHIBIT "B" AND DESCRIBED IN EXHIBIT "A" RECORDED DECEMBER 01, 2022, AS INSTRUMENT NO. 2022-0488034 OF OFFICIAL RECORDS, CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS: X-X 44-45

THAT PORTION OF PARCEL A OF CERTIFICATE OF PARCEL MERGER NO. 2022-005, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 15, 2022, AS DOCUMENT NO. 2022-0470419, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A, ALSO BEING A POINT IN THE EASTERLY BOUNDARY OF PARCEL MAP 8617, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGE 32 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A POINT IN THE SOUTHERLY LINE OF CATT ROAD, AS SAID ROAD IS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 08' 31" WEST, A DISTANCE OF 486.35 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A, SAID CORNER BEING A POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL MAP 8617 AND A POINT IN THE EASTERLY BOUNDARY OF PARCEL MAP 9084, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL A AND SAID WESTERLY LINE OF PARCEL MAP 8617 AND SAID EASTERLY LINE OF PARCEL MAP 9084, SOUTH 00° 51' 29" WEST, A DISTANCE OF 181.62 FEET TO A LINE PARALLEL WITH AND DISTANT 181.62 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE OF CATT ROAD;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 08' 31" EAST, A DISTANCE OF 100.00 FEET TO A LINE PARALLEL WITH AND DISTANT 100.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF PARCEL A; THENCE ALONG SAID PARALLEL LINE SOUTH 00° 51' 29" WEST, A DISTANCE OF 192.04 FEET TO A LINE PARALLEL WITH AND DISTANT 373.66 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF CATT ROAD;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 08' 31" EAST, A DISTANCE OF 209.00 FEET TO A LINE PARALLEL WITH AND DISTANT 309.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE PARCEL A;

THENCE ALONG SAID PARALLEL LINE NORTH 00° 51' 29" EAST, A DISTANCE OF 95.67 FEET TO A LINE PARALLEL WITH AND DISTANT 278.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE OF CATT ROAD;

THENCE ALONG SAID PARALLEL LINE SOUTH 89° 08' 31" EAST, A DISTANCE OF 177.35 FEET TO THE EASTERLY LINE OF SAID PARCEL A AND SAID EASTERLY BOUNDARY OF PARCEL MAP 8617;

THENCE ALONG SAID EASTERLY LINE NORTH 00° 51' 29" EAST A DISTANCE OF 278.00 FEET TO THE POINT OF BEGINNING.

For conveyancing purposes only: APN: 380-100-012 (Affects: Portion of Parcel B and other property) and 380-100-010 (Affects: Portion of Parcel B and other property) and 380-100-011 (Affects: Portion of Parcel B and other property) (Now showing APN 380-100-022)

EXHIBIT "B"

SURETY BONDS AND OTHER SECURITY

As evidence of understanding the provisions contained in this Agreement, and of the Principal's intent to comply with same, the Principal has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE SECURITY: $ 211,000.00
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

PAYMENT SECURITY: $ 105,500.00
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

MONUMENT SECURITY: $ Not Applicable
Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. ES00016297

INITIAL PREMIUM: $1,899.00/1 year

SUBJECT TO RENEWAL

CITY OF WILDOMAR

OFFSITE IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and Wildomar Tres Lagos Partners LP ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tres Lagos Apartments Phase 2 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated December 13, 2023 ("Improvement Agreement");

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

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Everest National Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Hundred Eleven Thousand & N0/100ths Dollars ($211,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement 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 Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement 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 City, its officers, employees, and agents, as stipulated in

the Improvement 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, CA, this 1st day of December, 2023.

Wildomar Tres Lagos Partners II LP	Everest National Insurance Company
Principal	Surety
By: _____	By: Cheryl L. Thomas
Its: Managing Member	Attorney-In-Fact
DANAVON L. HORN	Cheryl L. Thomas
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 12/06/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANAON L. HORN,
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Signature _____ **(Seal)**

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On December 1, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer),

personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)

ETC1 SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 ETC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00016297
(Title or description of attached document)

Everest National Insurance Company
(Title or description of attached document continued)

Number of Pages ____ Document Date 12/1/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, *that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 1st day of December 2023.

By: Sylvia Semerdjian, Assistant Secretary

BOND NO. ES00016297

INITIAL PREMIUM: included with the Performance Bond

SUBJECT TO RENEWAL

CITY OF WILDOMAR

OFFSITE IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and Wildomar Tres Lagos Partners LP ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tres Lagos Apartments Phase 2 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated December 13, 2023 ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 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, Principal and Everest National Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City 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 Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the

No/100ths
Principal, the sum of One Hundred Five Thousand & Dollars ($105,000.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement 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 the Principal, his or its subcontractors, 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 Public Improvements, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, CA, this 1st day of December, 2023.

Wildomar Tres Lagos Partners II LP	Everest National Insurance Company
Principal	Surety
By: _____	By: Cheryl L. Thomas
Its: Managing Member	Attorney-In-Fact
DANAVON L HORN	Cheryl L. Thomas
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 12/06/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANAVON L. HORN,
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.

HANNAH K. THIEROFF
Notary Public - California
Orange County
Commission # 2357304
My Comm. Expires May 12, 2025

Signature _____ **(Seal)**

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On December 1, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer),

personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ETC1 SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 ETC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00016297
(Title or description of attached document)

Everest National Insurance Company
(Title or description of attached document continued)

Number of Pages ____ Document Date 12/1/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

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Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

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Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

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LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 1st day of December 2023.

By: Sylvia Semerdjian, Assistant Secretary

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. _____ DATE: 10/17/2023
PP, CU, PU, MS OR VL NO. _____ PROJECT: **OFFSITE Tres Lagos Phase II**

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	$ 210,789.47	$ 211,000.00	$ 105,500.00
*Flood Control	$ 0.00	$ 0.00	$ 0.00
Water None (District Name)	$ 0.00	$ 0.00	$ 0.00
3055 None (District Name)	$ 0.00	$ 0.00	$ 0.00
Total	**210,789.47**	$ **211,000.00**	$ **105,500.00**
Warranty Retention (10%)		$ 21,100.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathmatical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do/do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

_____ 10/17/2023
Signature Date

Ali Monshizadeh C67674 06/30/25
Name Typed or printed RCE# Exp. Date

_____
Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest $500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. **100% for Flood Control items.

3. For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	$ 20.00	$ 0.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	$ 0.40	$ 0.00
	C.Y.	(b.) Excavate and Export	$ 1.10	$ 0.00
	C.Y.	(c.) Import and Fill	$ 2.80	$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
730	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 730.00
3,055	S.F.	Cold Plane A.C. Pavement	$ 1.50	$ 4,582.50
-	S.Y.	Grinding A.C. , in place	$ 2.00	$ 0.00
167	S.Y.	Remove A.C. Pavement	$ 0.60	$ 100.20
-	L.F.	Remove Curb and Gutter	$ 18.00	$ 0.00
70	L.F.	Remove A.C. Dike	$ 3.00	$ 210.00
-	EA.	Relocate Mailbox	$ 250.00	$ 0.00
-	L.F.	Remove Chain Link Fence	$ 7.50	$ 0.00
-	L.F.	Remove Barricade	$ 10.00	$ 0.00
448	TON	Asphalt Concrete (18,660 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 40,305.60
346	C.Y.	Agg Base Class II (18660 S.F.)	$ 50.00	$ 17,277.78
	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	$ 600.00	$ 0.00
3,055	S.F.	AC overlay (min. 0.10') (SF)	$ 0.90	$ 2,749.50
655	L.F.	Curb and Gutter (Type A-6)	$ 18.00	$ 11,790.00
-	L.F.	Curb and Gutter Slotted	$ 19.00	$ 0.00
-	L.F.	Type "C" Curb	$ 15.00	$ 0.00
-	L.F.	Construct 0" Curb	$ 15.00	$ 0.00
-	S.F.	8" Thick Spillway	$ 15.00	$ 0.00
-	L.F.	Provide Redwood Header on All Pavement Edges	$ 8.00	$ 0.00
-	L.F.	Ribbon Guttter	$ 16.00	$ 0.00
720	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 7,200.00
3,930	S.F.	P.C.C. Sidewalk	$ 6.00	$ 23,580.00
-	S.F.	P.C.C. Drive Approach	$ 8.00	$ 0.00
-	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
3	EA.	Handicapped Access Ramp	$ 2,000.00	$ 6,000.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Structural Reinforcement Concrete	$ 400.00	$ 0.00
30	L.F.	Barricades	$ 100.00	$ 3,000.00
-	L.F.	Metal Beam Guard Railing	$ 35.00	$ 0.00
655	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	$ 10.00	$ 6,550.00
-	L.F.	Chain Link Fence (6')	$ 80.00	$ 0.00
-	L.F.	Relocate Fence	$ 12.00	$ 0.00
-	EA.	Pipe Gate	$ 1,000.00	$ 0.00
-	EA.	Relocate Power Pole	$ 10,000.00	$ 0.00
2	EA.	Street Lights (including conduit)	$ 5,000.00	$ 10,000.00
-	EA.	Concrete Bulkhead	$ 2,500.00	$ 0.00
-	EA.	Slope Anchors for Pipes	$ 300.00	$ 0.00
-	C.Y.	Cut Off Wall (Std 2')	$ 400.00	$ 0.00
-	EA.	A. C. Overside Drain	$ 800.00	$ 0.00
-	EA	Under Sidewalk Drain Std 309	$ 2,000.00	$ 0.00
-	EA	Flat Outlet Drainage Structure Std 303	$ 2,000.00	$ 0.00
-	EA	Curb Outlet Drainage Structure Std 308	$ 2,000.00	$ 0.00
-	EA	Private Drainage Structure Std 310	$ 500.00	$ 0.00
-	S.F.	Terrace Drain & Down Drain	$ 6.50	$ 0.00
-	S.F.	Interceptor Drain	$ 6.50	$ 0.00
-	C.Y.	R.C. Box Culvert	$ 400.00	$ 0.00
-	C.Y.	Concrete Channel	$ 200.00	$ 0.00
4	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ 160.00
-	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ 0.00
-	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ 0.00
-	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ 0.00
-	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ 0.00
-	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ 0.00
-	C.Y.	Grouted Rip Rap (1 Ton) Method B	$ 75.00	$ 0.00
-	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ 0.00
42	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 4,746.00
-	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 115.00	$ 0.00
-	L.F.	30" R.C. P. Or 35" x 24" RCPA	$ 153.00	$ 0.00
-	L.F.	36" R.C. P. Or 42" x 29" RCPA	$ 90.00	$ 0.00
-	L.F.	42" R.C. P. Or 49" x 33" RCPA	$ 100.00	0.00
-	L.F.	48" R.C. P. Or 57" x 38" RCPA	$ 235.00	0.00
-	L.F.	54" R.C. P. Or 64" x 43" RCPA	$ 130.00	0.00
-	L.F.	60" R.C. P. Or 71" x 47" RCPA	$ 150.00	0.00
-	L.F.	18" C.S.P. HDPE Or Equal	$ 40.00	$ 0.00
-	L.F.	24" C.S.P. HDPE Or Equal	$ 50.00	$ 0.00
-	L.F.	30" C.S.P. HDPE Or Equal	$ 60.00	$ 0.00
-	L.F.	36" C.S.P. HDPE Or Equal	$ 70.00	$ 0.00
-	L.F.	42" C.S.P. HDPE Or Equal	$ 80.00	$ 0.00
-	L.F.	48" C.S.P. HDPE Or Equal	$ 100.00	$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	54" C.S.P. HDPE Or Equal	$ 110.00	$ 0.00
-	L.F.	60" C.S.P. HDPE Or Equal	$ 120.00	$ 0.00
-	EA.	Catch Basin W=2'	$ 2,200.00	$ 0.00
1	EA.	Catch Basin W=7'	$ 4,000.00	$ 4,000.00
-	EA.	Catch Basin W=14'	$ 7,800.00	$ 0.00
-	EA.	Catch Basin W=21'	$ 12,000.00	$ 0.00
-	EA.	Catch Basin W=28'	$ 15,000.00	$ 0.00
-	EA.	Type IX Inlet	$ 2,500.00	$ 0.00
-	EA.	Type X Inlet	$ 2,500.00	$ 0.00
-	EA.	Junction Structure No. 1	$ 3,000.00	$ 0.00
-	EA.	Junction Structure No. 2	$ 3,000.00	$ 0.00
-	EA.	Junction Structure No. 6	$ 3,700.00	$ 0.00
-	EA.	Transition Structure No. 1	$ 12,500.00	$ 0.00
-	EA.	Transition Structure No. 2	$ 12,500.00	$ 0.00
-	EA.	Transition Structure No. 3	$ 2,700.00	$ 0.00
-	EA.	Manhole No. 1	$ 2,700.00	$ 0.00
-	EA.	Manhole No. 2	$ 3,300.00	$ 0.00
-	EA.	Manhole No. 3	$ 2,700.00	$ 0.00
-	EA.	Manhole No. 4	$ 5,000.00	$ 0.00
-	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 0.00
5	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 3,000.00
-	EA.	Install Storm Drain Cleanout	$ 1,500.00	$ 0.00
-	EA.	MWS 8x16 Bio Filter	$ 80,000.00	$ 0.00
-	EA.	12"x12" NDS Yard Drains	$ 115.00	$ 0.00
-	L.F.	SDR-35 Area Drain Lne	$ 12.00	$ 0.00
-	L.F.	PCC U-Channel	$ 35.00	$ 0.00
-	L.F.	PCC Walk Outs	$ 38.00	$ 0.00
-	EA.	Proposed Head Wall	$ 2,500.00	0.00
		SIGNING, STRIPING AND SIGNALS		
160	S.F	Remove Traffic Stripes and Paint Markings	$ 2.50	$ 400.00
-	EA.	Remove, Sign, Salvage	$ 100.00	$ 0.00
	EA.	Relocate Roadside Sign	$ 150.00	$ 0.00
	EA.	Street Name Sign	$ 275.00	$ 0.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 0.00
	EA.	Install Sign Mast Arm Hanger Method)	$ 150.00	$ 0.00
	EA.	Road Sign - One Post	$ 250.00	$ 0.00
	EA.	Road Sign - Two Post	$ 400.00	$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	$ 60.00	$ 0.00
	EA.	Delineator (Class 1 Type F)	$ 40.00	$ 0.00
	EA.	Delineator (Class 2)	$ 45.00	$ 0.00
	EA.	Pavement Marker, Reflective	$ 3.75	$ 0.00
	EA.	Paint Traffic Stripe (2 Coats)	$ 0.30	$ 0.00
	L.F.	Remove Barricade	$ 10.00	$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" Thermoplastic Traffic Stripe	$ 0.50	$ 0.00
	L.F.	8" Thermoplastic Traffic Stripe	$ 0.80	$ 0.00
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	$ 2.25	$ 0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 0.00
	EA	Signal and Lighting	$ 150,000.00	$ 0.00
	L.S.	Paint Cross Walk Striping	$ 1,500.00	$ 0.00
	L.S.	Paint Parking Stalls	$ 2,500.00	$ 0.00
	L.S.	Paint, Stripe and Sign ADA Parking	$ 2,500.00	$ 0.00
	L.S.	Install Unauthorized Vehicle Parking Sign	$ 850.00	$ 0.00
				$ 0.00
				$ 0.00
		LANDSCAPING		$
-	S. F.	Maintenance Walk STD 113	$ 4.00	$ 0.00
-	S. F.	Colored Stamped Concrete	$ 10.00	$ 0.00
-	EA	Street Trees (15 Gallon)	$ 100.00	$ 0.00
-	S. F.	Landscape and Irrigation	$ 3.50	$ 0.00
-	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
-	EA	Water Meter	$ 7,000.00	$ 0.00
-	S.F.	Electric Meter	$ 10,000.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **146,381.58**
	B.	Administrative Contingency (% x A)		$ 29,276.32
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **175,657.89**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 35131.58
	E.	**Streets/Drainage Total (C + D)**		$ **210789.47**

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	$ 13.00	$ 0.00
	L.F.	6" Waterline	$ 16.00	$ 0.00
	L.F.	8" Waterline	$ 21.00	$ 0.00
	L.F.	10" Waterline	$ 27.00	$ 0.00
	L.F.	12" Waterline	$ 31.00	$ 0.00
	L.F.	18" Waterline	$ 40.00	$ 0.00
	EA.	4" Gate Valve	$ 650.00	$ 0.00
	EA.	6" Gate Valve	$ 800.00	$ 0.00
	EA.	8" Gate Valve	$ 850.00	$ 0.00
	EA.	10" Gate Valve	$ 1,050.00	$ 0.00
	EA.	12" Gate Valve	$ 1,250.00	$ 0.00
	EA.	Fire Hydrant (6") Super	$ 2,500.00	$ 0.00
	EA.	Fire Hydrant (6") Standard	$ 2,300.00	$ 0.00
	EA.	4" Misc. Fittings	$ 150.00	$ 0.00
	EA.	6" Misc. Fittings	$ 200.00	$ 0.00
	EA.	8" Misc. Fittings	$ 250.00	$ 0.00
	EA.	10" Misc. Fittings	$ 280.00	$ 0.00
	EA.	12" Misc. Fittings	$ 320.00	$ 0.00
	EA.	Blowoffs (4")	$ 1,600.00	$ 0.00
	EA.	Service Connections	$ 475.00	$ 0.00
	EA.	Adjust Water Valve to Grade	$ 200.00	$ 0.00
	EA.	Relocation of Blowoff	$ 1,000.00	$ 0.00
	EA.	Air and Vacuum Valve.	$ 1,850.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **0.00**
	B.	Administrative Contingency (% x A)		$ 0.00
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Water Total (A + B)**		$ **0.00**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 0.00
	E.	**Water Total (C + D)**		$ **0.00**

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V. C. P.	$ 15.00	$ 0.00
	L.F.	6" V. C. P.	$ 25.00	$ 0.00
	L.F.	8" V. C. P.	$ 30.00	$ 0.00
	L.F.	10" V. C. P.	$ 35.00	$ 0.00
	L.F.	12" V. C. P.	$ 40.00	$ 0.00
	EA.	Standard Manhole	$ 2,500.00	$ 0.00
	EA.	Drop Manhole	$ 4,000.00	$ 0.00
	EA.	Cleanouts	$ 500.00	$ 0.00
	EA.	Sewer Y's	$ 30.00	$ 0.00
	EA.	Chimneys	$ 400.00	$ 0.00
	EA.	Adjust M.H. to grade	$ 500.00	$ 0.00
	L.F.	Concrete Encasement	$ 35.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
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			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **0.00**
	B.	Administrative Contingency (% x A)		$ 0.00
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Sewer Total (A + B)**		$ **0.00**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 0.00
	E.	**Sewer Total (C + D)**		$ **0.00**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: December 13, 2023

SUBJECT: Adopt the City of Wildomars Local Hazard Mitigation Plan (LHMP) Annex

SUBMITTED BY: Yvette Magdaleno

PREPARED BY: Yvette Magdaleno

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING THE CITY OF WILDOMAR LOCAL HAZARD MITIGATION PLAN ANNEX FROM THE RIVERSIDE COUNTY OPERATIONAL AREA MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

SUMMARY:
The City of Wildomar is updating its 2017 Local Hazard Mitigation Plan.

BACKGROUND:

In 2021, the City of Wildomar began the process of formally updating its 2017 Local Hazard Mitigation Plan (Plan). Through this extensive process, the City formed a Hazard Mitigation Planning Committee consisting of City department representatives. The Committee was tasked with conducting a risk assessment that identified and profiled hazards that pose a risk to the City of Wildomar including earthquakes, floods, power outages, transportation concerns, and wildfire/urban fires. Following the development of the Plan, the public was given formal notice and invited to participate and review the content of the Plan.

DISCUSSION:

The overall goal of the Plan is to, 1) protect life, property, and environment; 2) provide public

awareness; 3) protect the continuity of government; and 4) improve emergency management, preparedness, collaboration, and outreach. The Plan was prepared with guidance from the Riverside County Emergency Management Department (EMD), the California Office of Emergency Services (CalOES), and the Federal Emergency Management Agency (FEMA). After the extensive review process, on December 19, 2022, FEMA gave tentative approval of the Plan. Upon City Council approval, FEMA will provide their final letter of approval. The completion of the Plan will allow the City to continue to apply for FEMA mitigation grants. The Plan will be reviewed yearly and formally updated through FEMA every five years (2027).

FISCAL IMPACT:
There is no fiscal impact associated with the recommended action.

ATTACHMENTS:
Attach A - LHMP CC Resolution.pdf
Attach A-Ex 1 LHMP Document.pdf
Attach B - FEMA Approval Letter.pdf

ATTACHMENT A

Council Resolution for LHMP

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE RIVERSIDE COUNTY OPERATIONAL AREA MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN (LHMP) AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

WHEREAS, President William J. Clinton signed H.R. 707, the Disaster Mitigation and Cost Reduction Act of 2000, into law on October 30, 2000.

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Local Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency post-disaster funds; and

WHEREAS, The City of Wildomar has committed to participate in the development of the Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, the City of Wildomar coordinated the development of the City of Wildomar Local Hazard Mitigation Plan Annex; and

WHEREAS, the City of Wildomar is concerned about mitigating potential losses from natural disasters before they occur, and

WHEREAS, the plan identifies potential hazards, potential losses, and potential mitigation measures to limit losses, and

WHEREAS, the California State of Emergency Services has reviewed the plan on behalf of the Federal Emergency Management Agency; and

WHEREAS, formal adoption of the plan by the City Council is required before final approval of the plan can be obtained from the Federal Emergency Management Agency; and

WHEREAS, The City of Wildomar has determined that it would be in the best interest of City of Wildomar to adopt the Local Hazard Mitigation Plan Annex.

NOW THEREFORE, the City Council of the City of Wildomar, does hereby resolve, determine and order as follows:

SECTION 1. CITY COUNCIL ACTION

The City Council hereby adopts the Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP), attached hereto as Attachment “A” to meet the requirements of the Disaster Mitigation and Cost Reduction Act of 2000 and directs the Riverside County Emergency Management Department to forward the Wildomar Local Hazard Mitigation Plan to the California Emergency Management Agency and Federal Emergency Management Agency on behalf of the County and all other adopting jurisdictions for final approval.

PASSED, APPROVED AND ADOPTED this 13th day of December, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

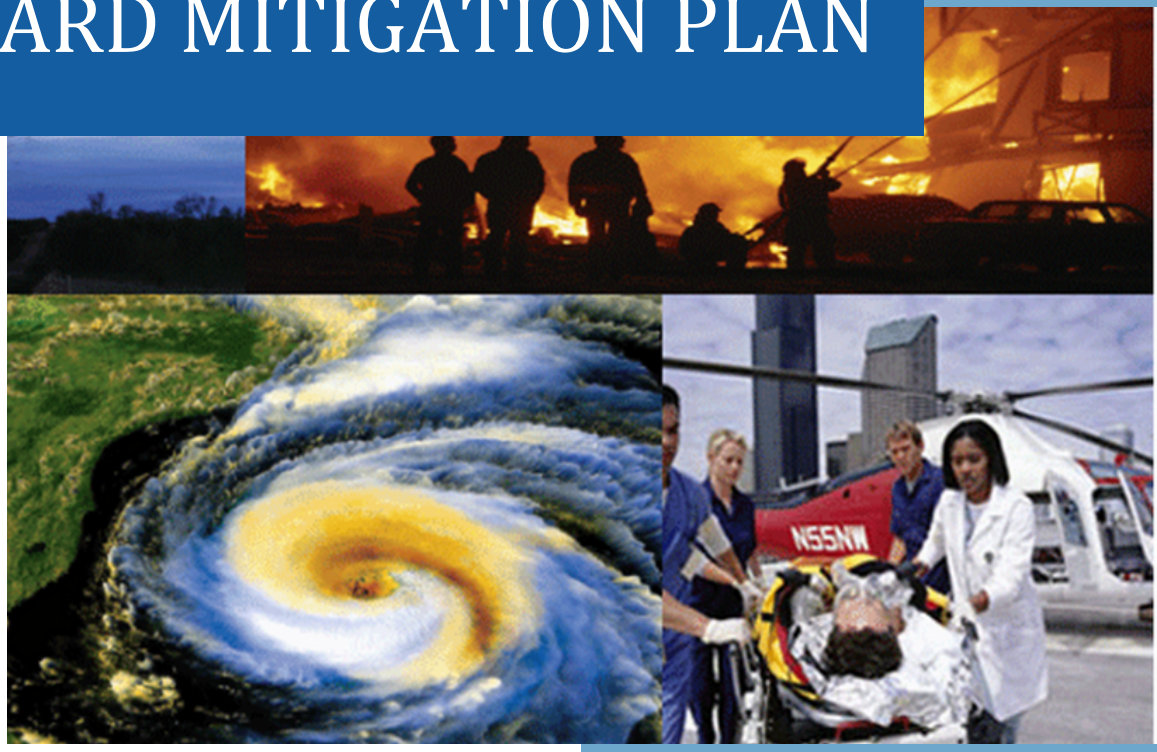
_____
Janet Morales, CMC
City Clerk

ATTACHMENT A – EXHIBIT 1

Local Hazard Mitigation Plan Document

2022

LOCAL HAZARD MITIGATION PLAN



Prepared by: Yvette Magdaleno
City of Wildomar
09/19/2022

CONTACT INFORMATION

CITY OF WILDOMAR

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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.

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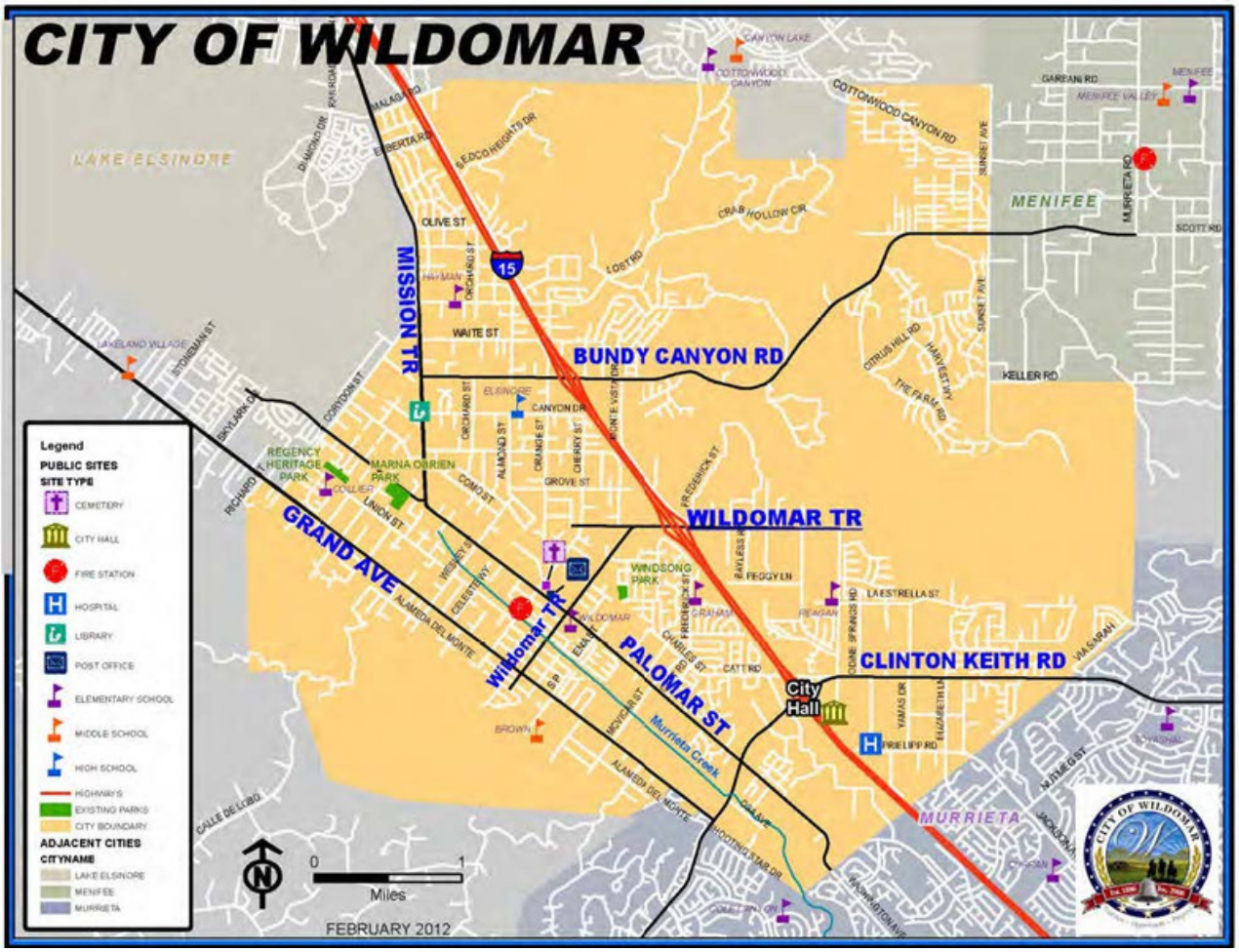
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SECTION 1.0 COMMUNITY PROFILE

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.

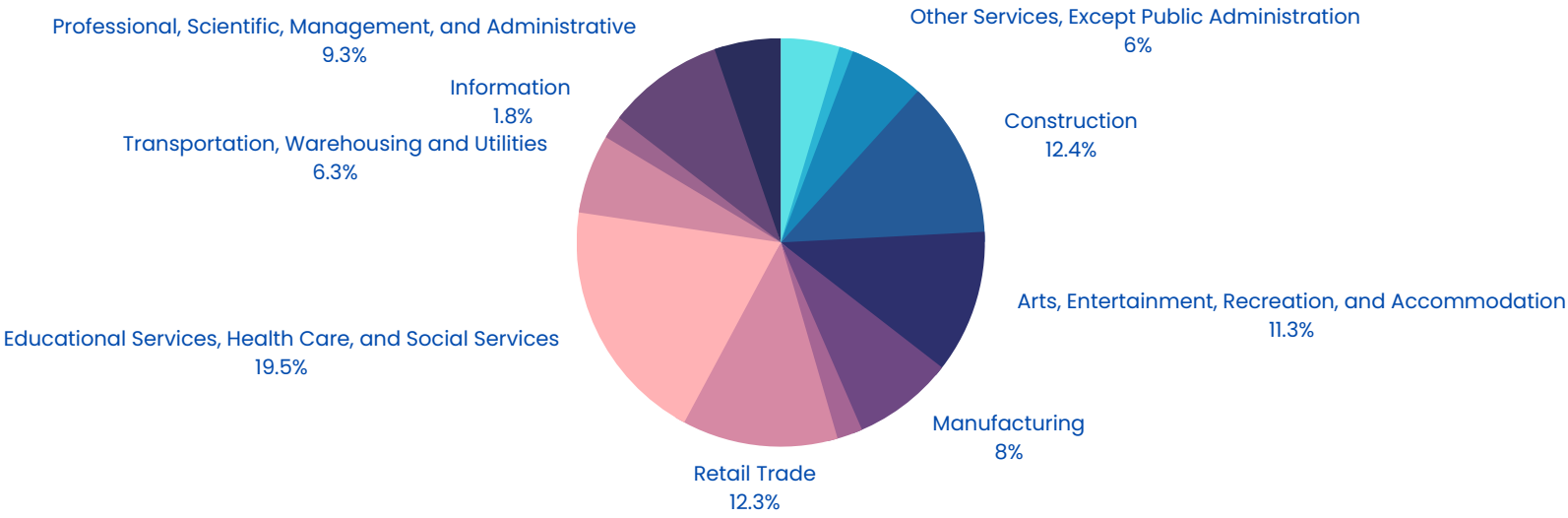
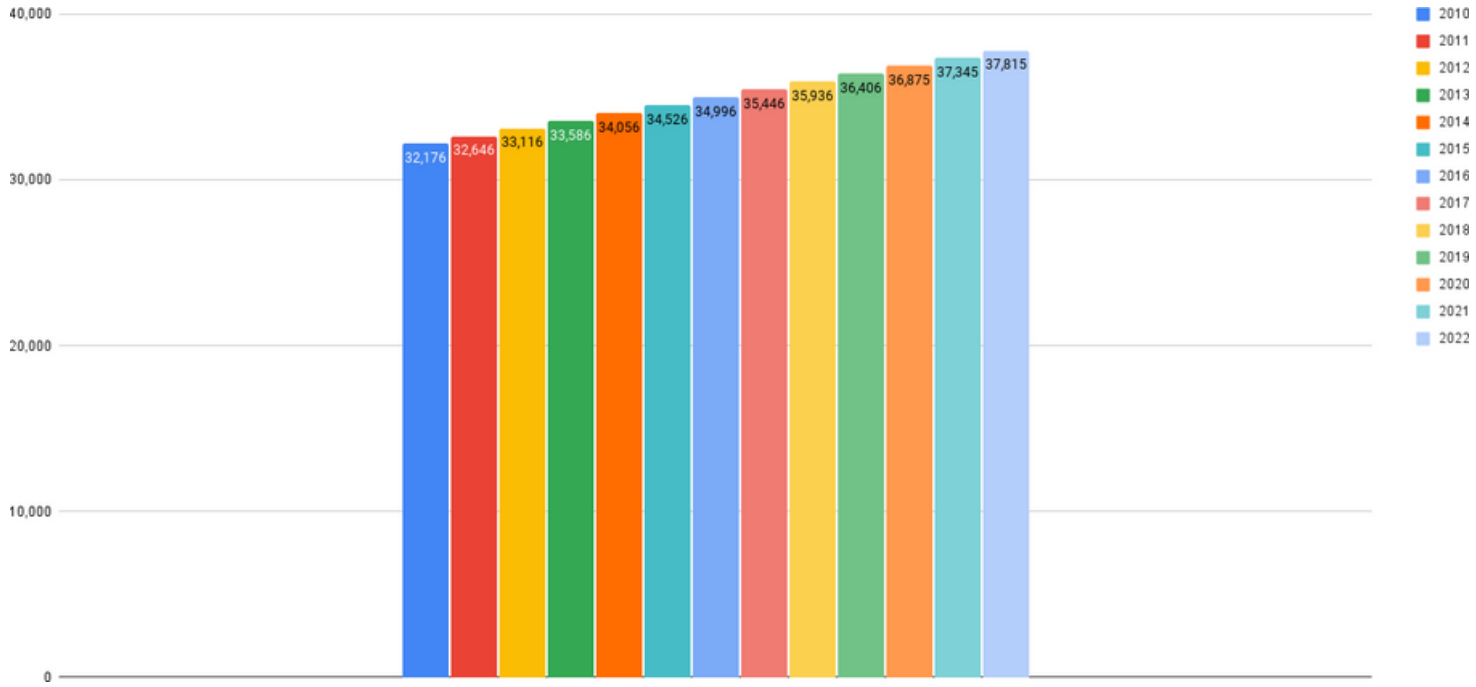


Figure 2 - Jobs By Sector
Sources: California Employment Development, US Census Bureau, 2020

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

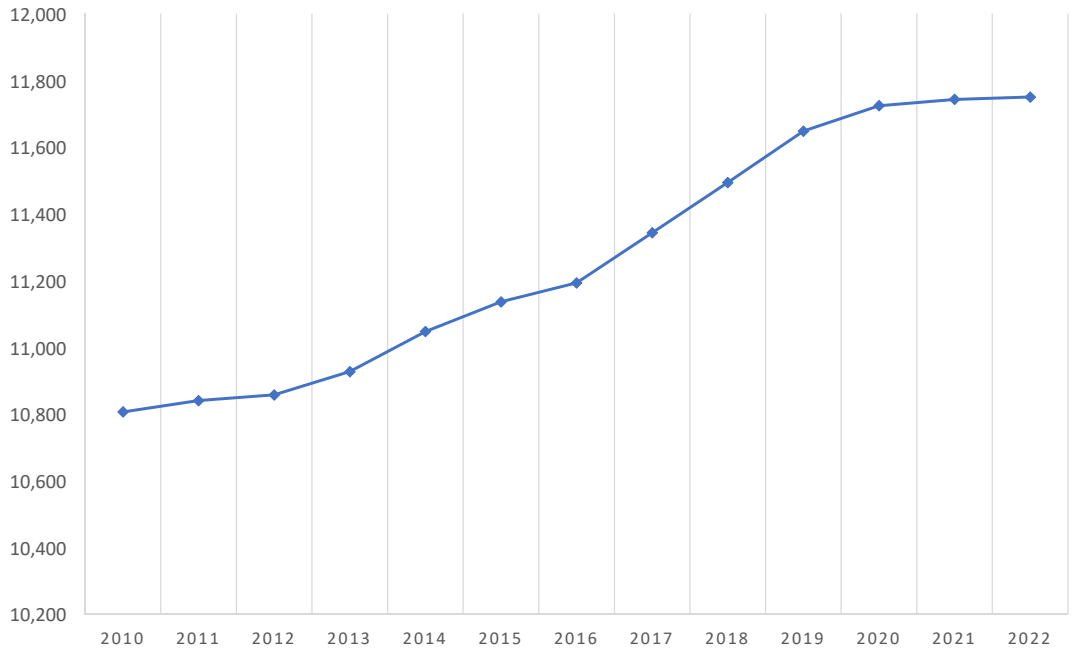


Table 1 provides demographic information according to the 2020 United States Census Bureau.

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:

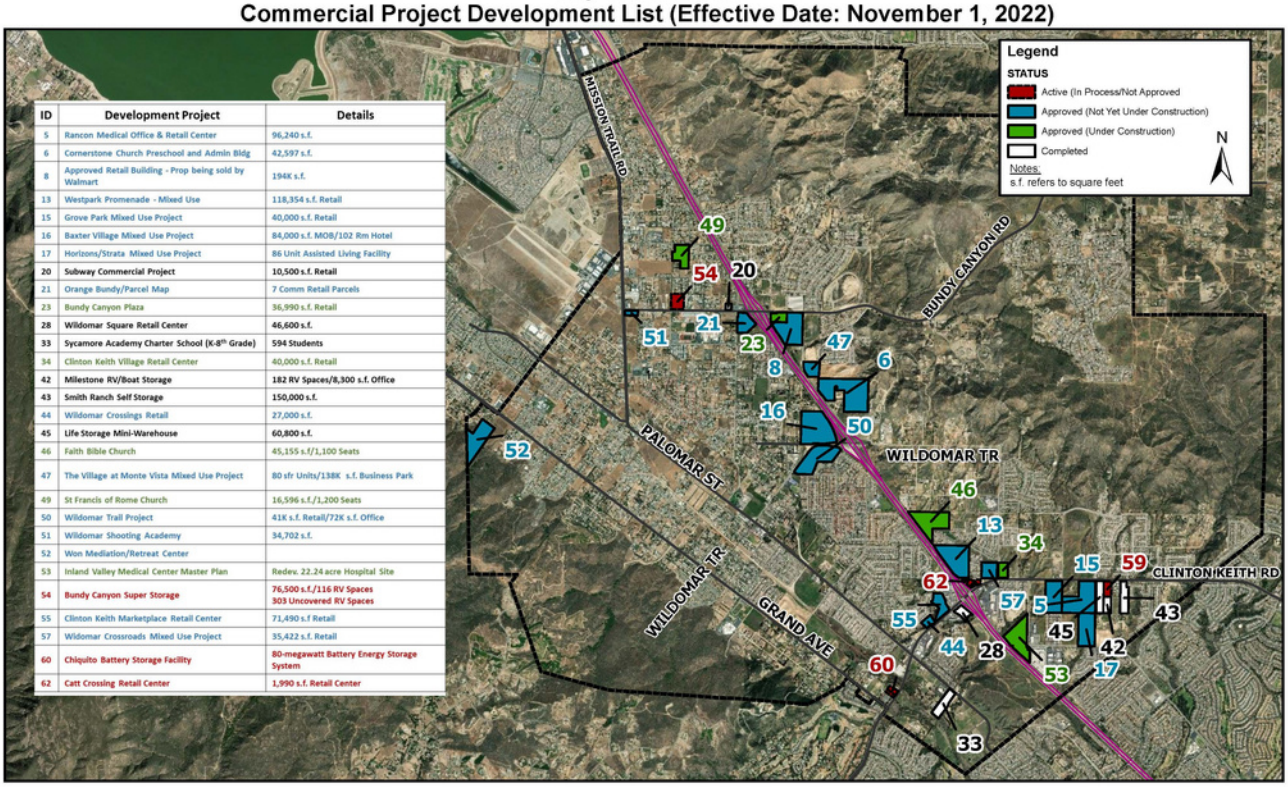
- January 2010: Damages totaled more than $317,000 from damage due to flooding, debris flow and silt build up, and unpaved road repairs.
- December 2010: Damages totaled more than $70,000 due to flooding, debris flow and silt build-up, unpaved road repairs, and multiple downed trees.
- September 2014: 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.

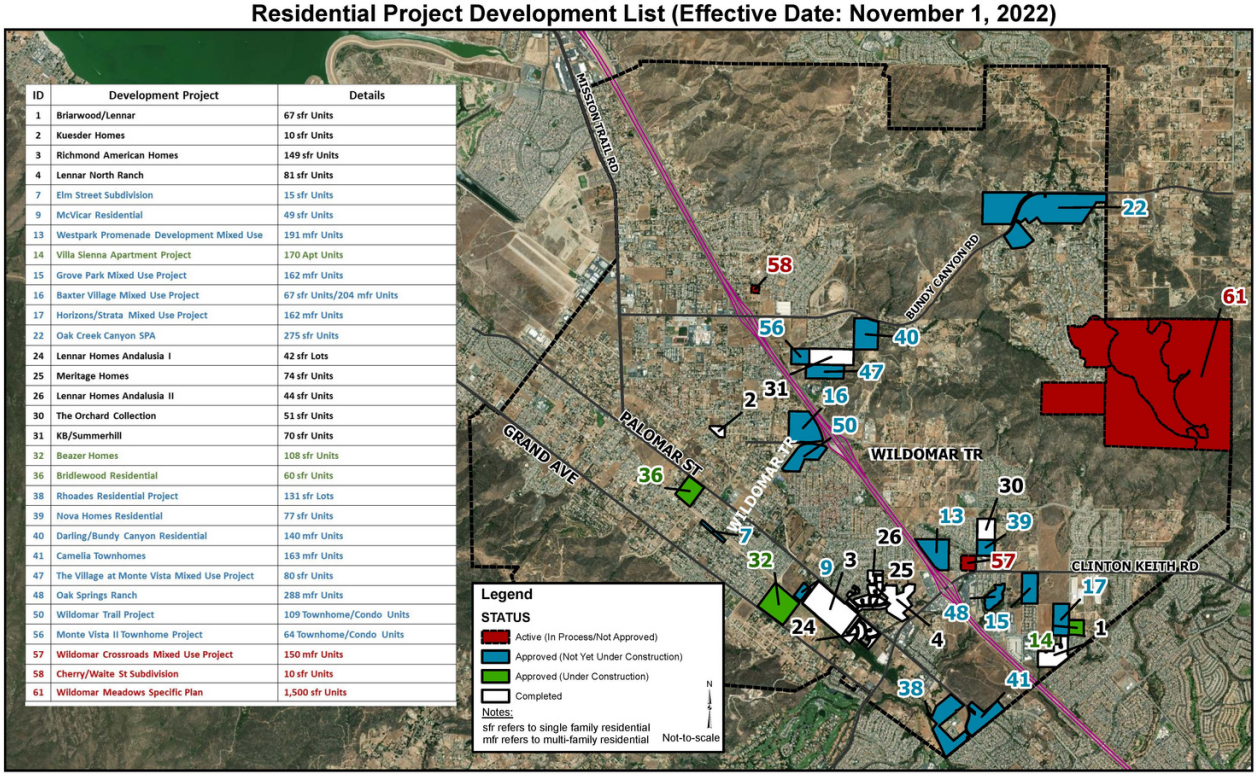
City of Wildomar
Commercial Project Development List (Effective Date: November 1, 2022)

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

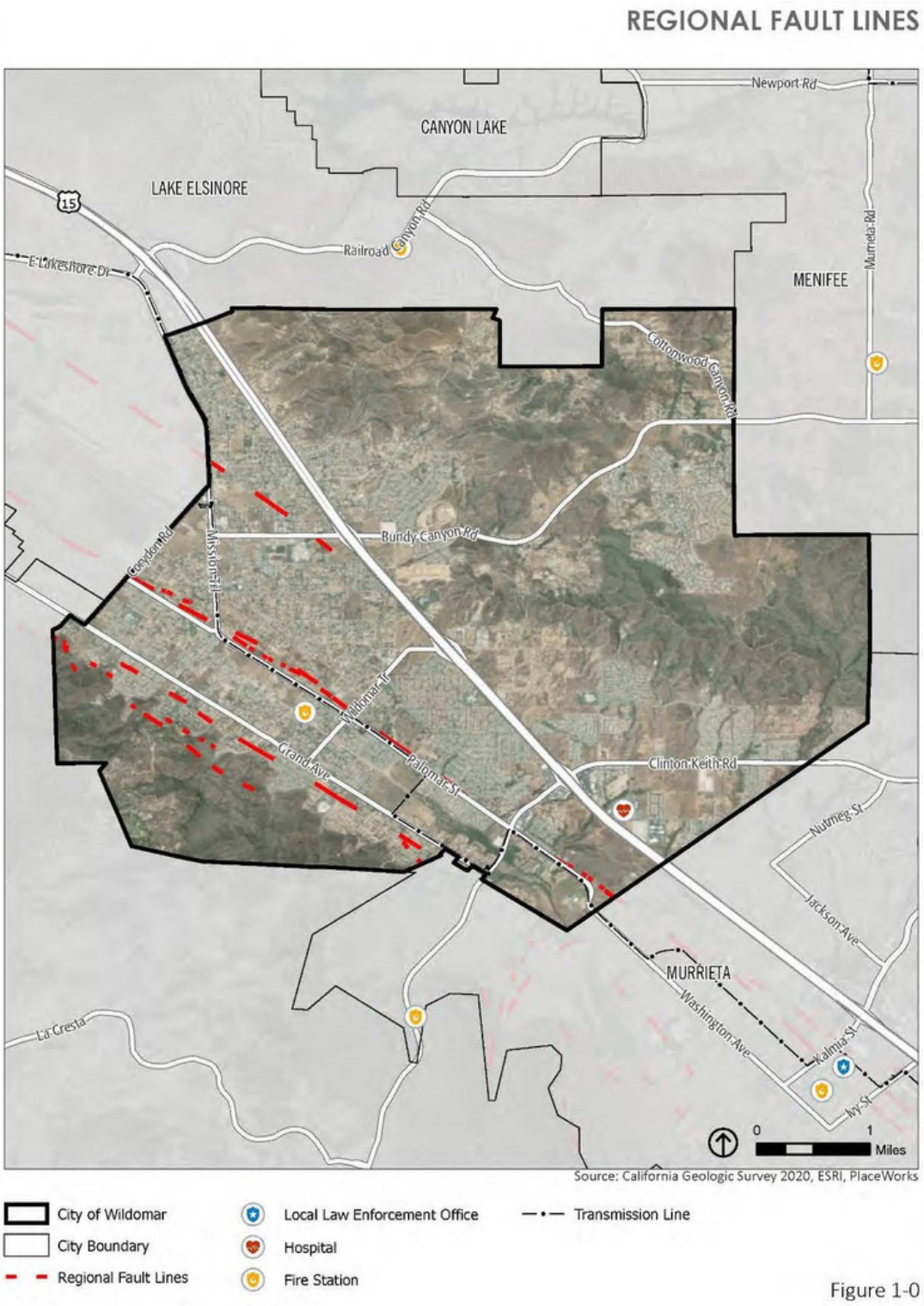


Figure 1-0

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

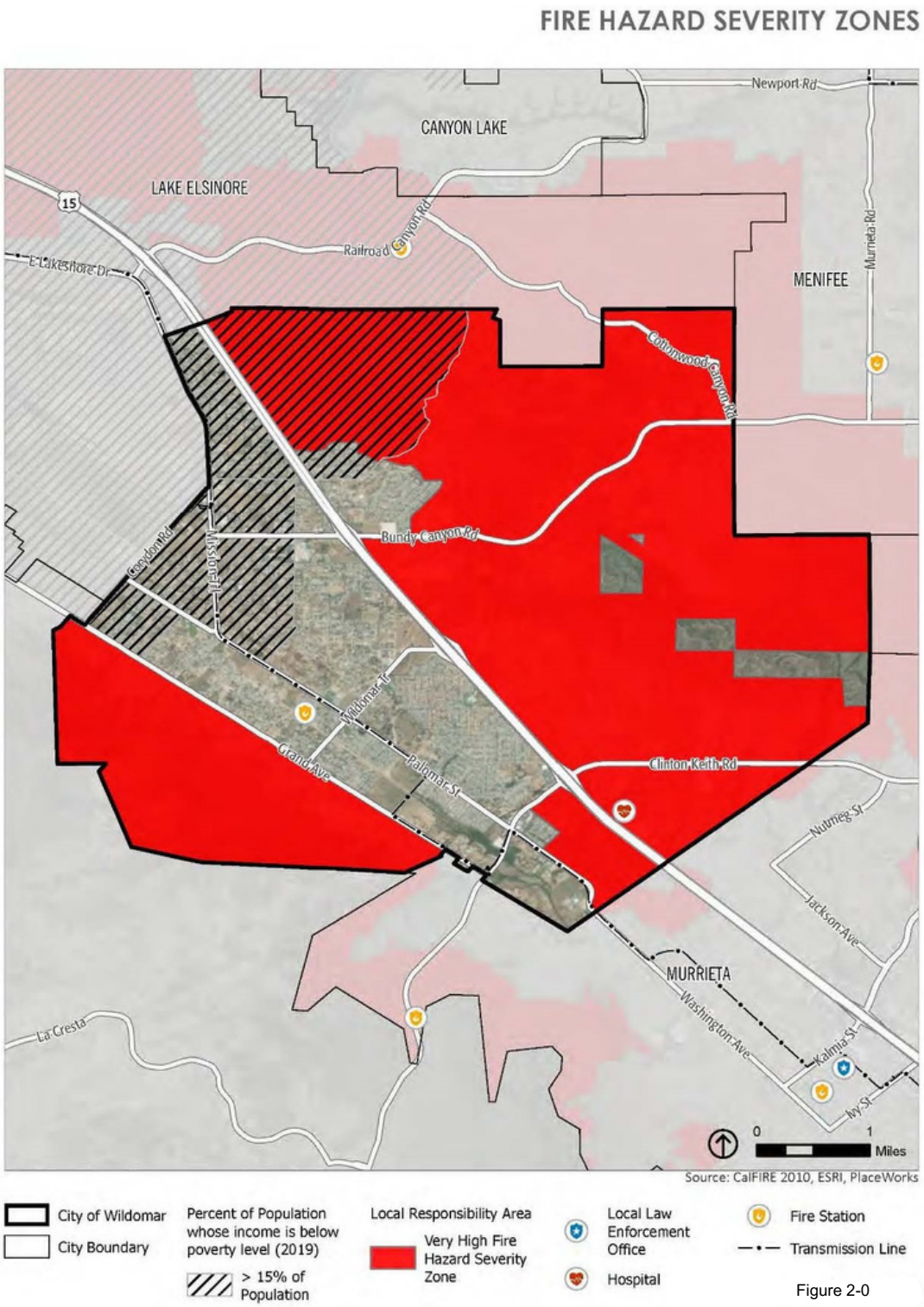


Figure 2-0

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

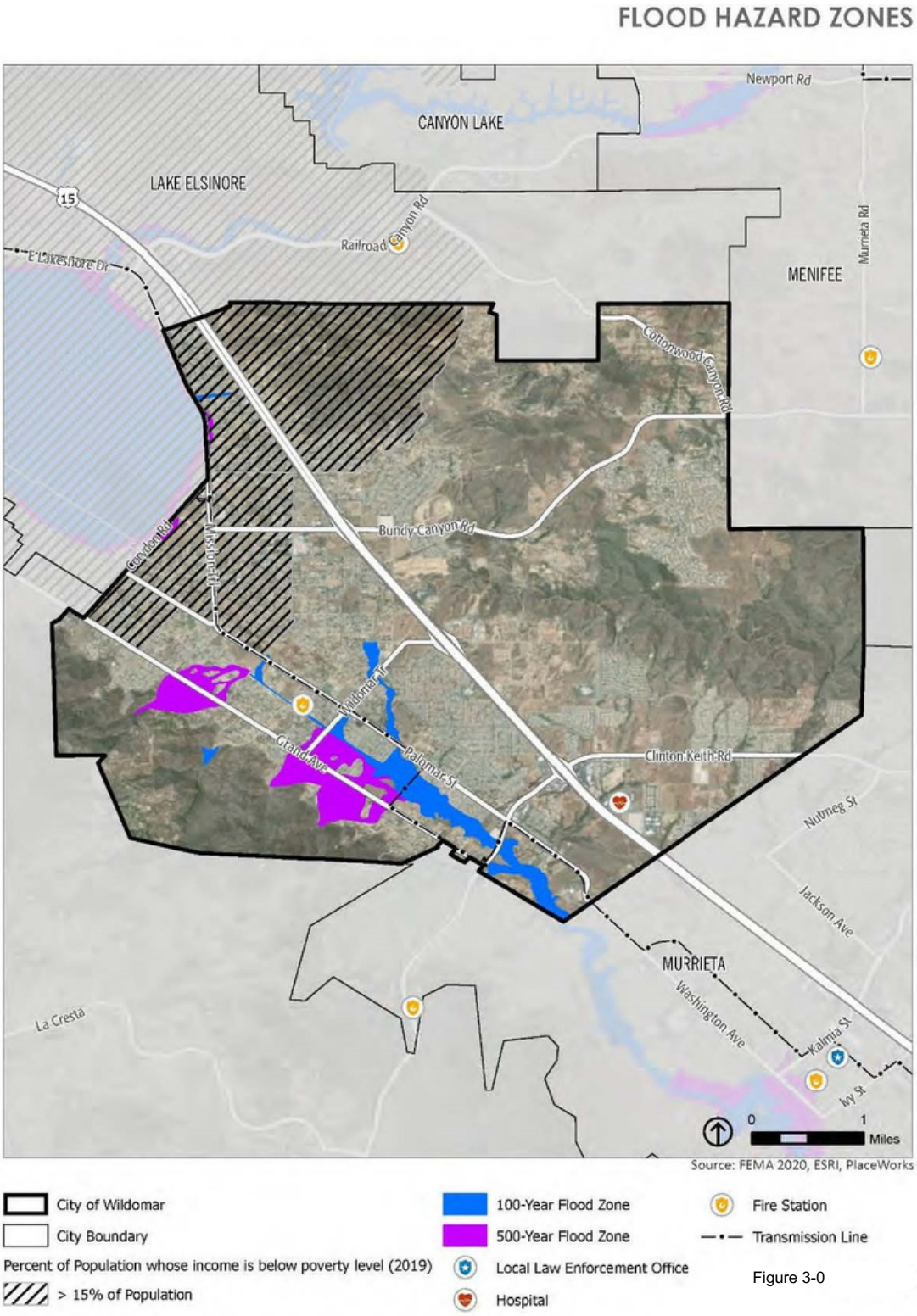


Figure 3-0

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

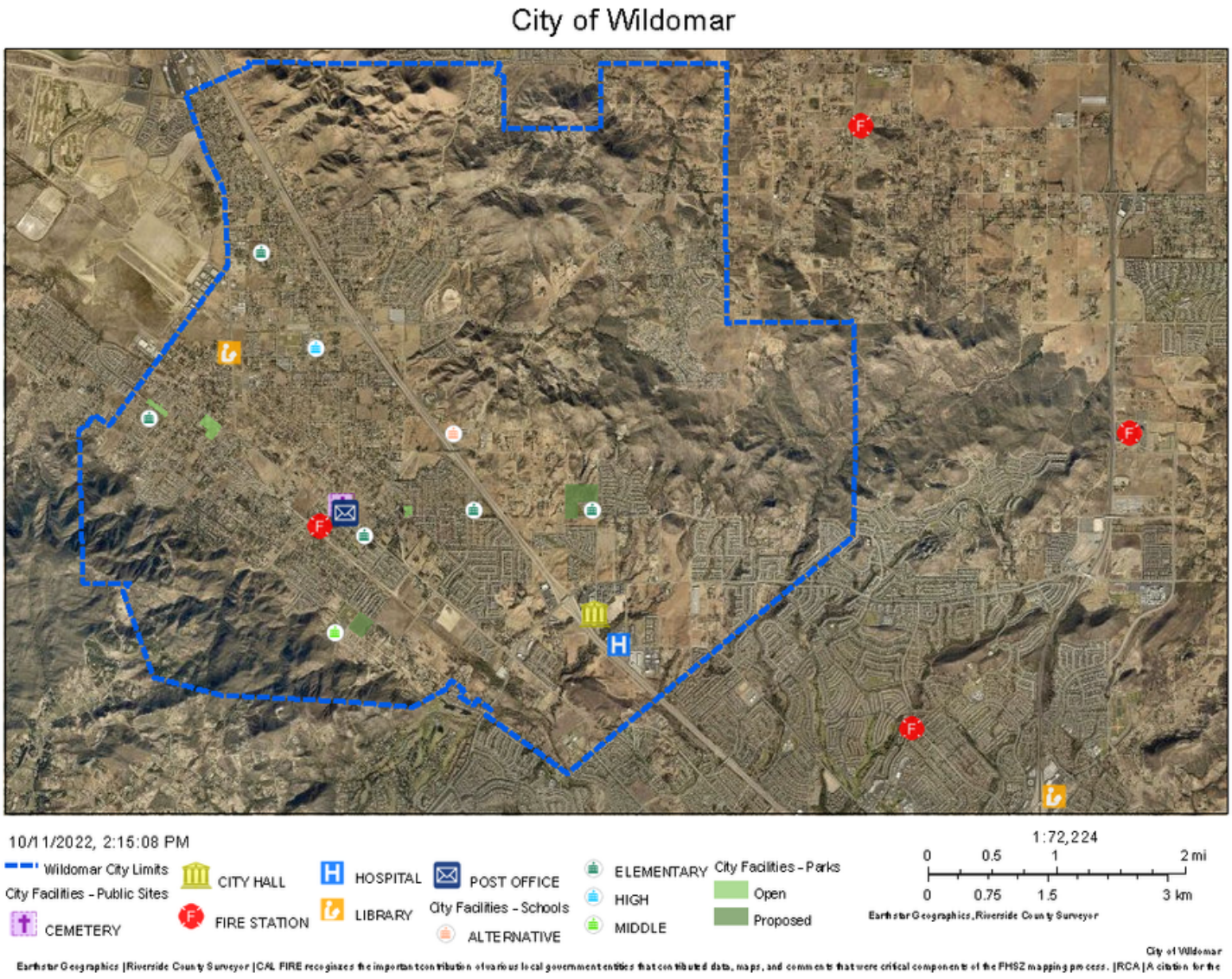
In addition, the City's Capital Improvements Program is intended to integrate the mitigation strategies and actions from this plan and be updated as the implementation of these actions occurs.

SECTION 10.0 - CONTINUED PUBLIC INVOLVEMENT

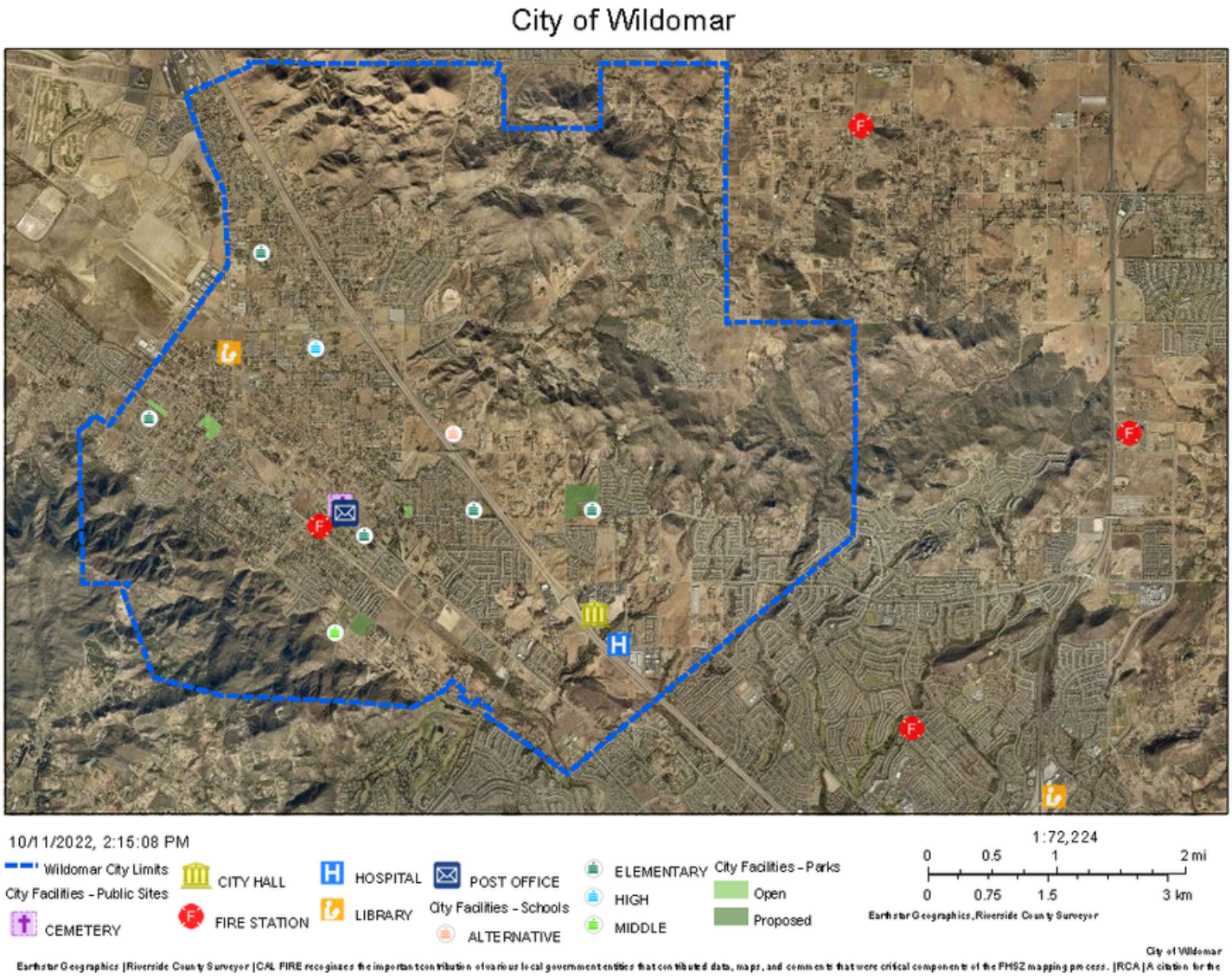
After the Scheduled Plan Maintenance Process, we will notify the public of any changes/no changes in the LHMP at the monthly Community Emergency Preparedness meeting following the review. Monthly meetings are posted on the City website and by email to those interested in emergency preparedness.

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



APPENDIX A - PUBLIC NOTICES AND MAPS



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

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

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
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: December 13, 2023

SUBJECT: Popeyes Restaurant - Parkway Maintenance Agreement with DMSD Cajun Properties, LLC

SUBMITTED BY: Ninette Eva

PREPARED BY: Ninette Eva

ACTION:
Authorize the City Manager to execute the Parkway Maintenance Agreement with DMSD Cajun Properties, LLC.

SUMMARY:
A Parkway Maintenance Agreement between the Developer of the Popeyes Restuarant and the City is needed for the Developer to maintain the parkway landscaping within the City's right-of-way along the property's frontage.

BACKGROUND:
Popeyes Restaurant is an approved plot plan (Plot Plan No. 21-0138) for a drive-thru restaurant on the east side of Orange Street north of Bundy Canyon Road. The project is located in a commercial zone. The site is 49,877 square feet, triangular shaped and adjacent to the I-15 Freeway. Grading and improvements for the project have been completed and occupancy has been issued. An aerial image of the project site and the surrounding area is provided in Attachment A.

DISCUSSION:
The Developer, DMSD Cajun Properties, LLC, was required to install landscaping in the parkway along the frontage of the property on Orange Street. To help reduce CFD maintenance services costs, the Developer has requested to perform their own maintenance of the parkway landscaping within the public right-of-way. The parkway maintenance agreement (Attachment B) identifies the maintenance responsibilities of the Developer to ensure that parkway facilities within the public right-of-way are in maintained in a safe, clean, and attractive condition.

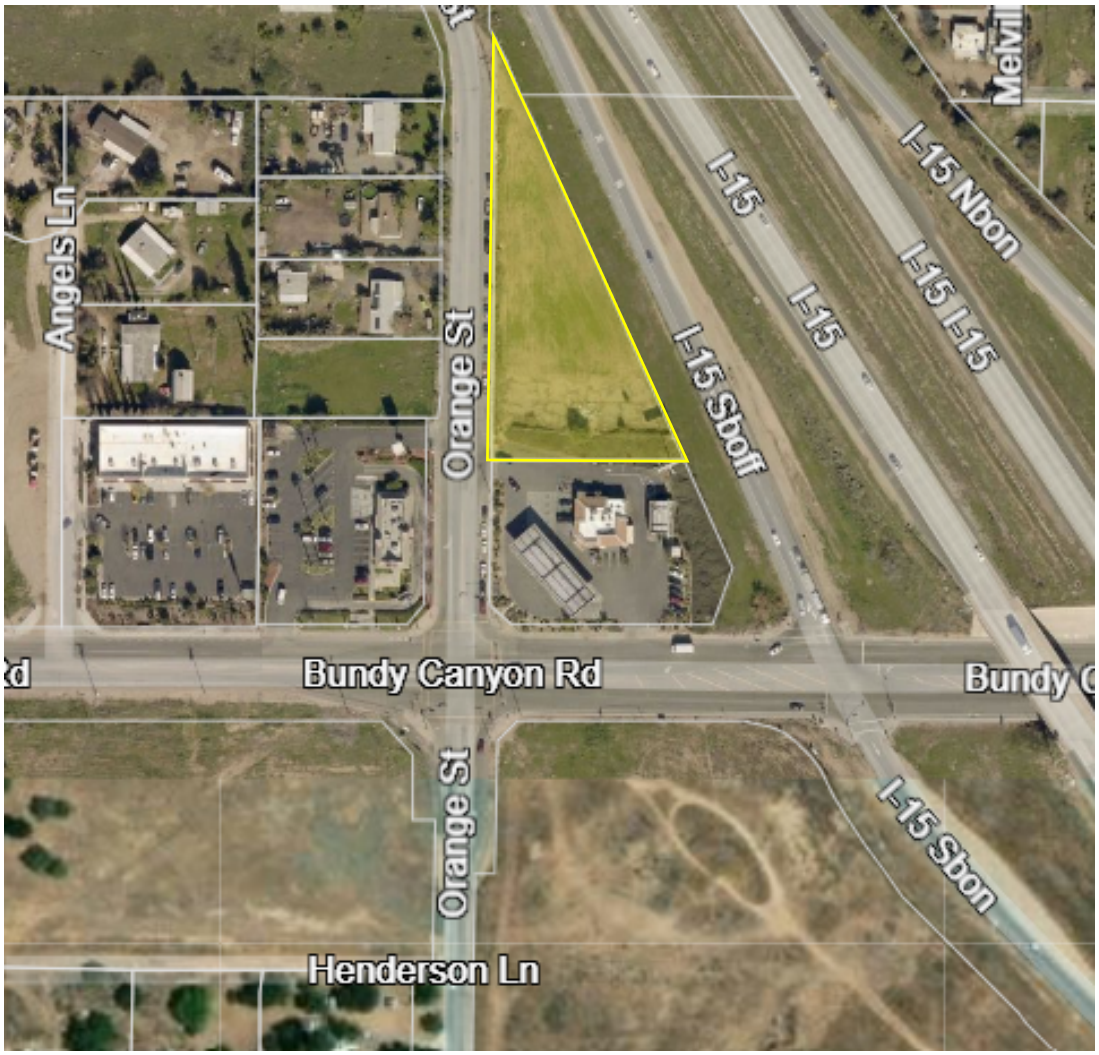
Staff is requesting that the City Council authorize the City Manager to execute the Parkway

Maintenance Agreement with DMSD Cajun Properties, LLC.

FISCAL IMPACT:
There are no fiscal impacts to the City at this time. The property owner will be responsible for performing the maintenance and for all costs associated with the landscape maintenance. If the property owner fails to fulfill their obligations under the maintenance agreement, the City may perform the maintenance at the property owner's expense or by using contingency tax funds from the Community Facilities District.

ATTACHMENTS:
A - Aerial Map
B - Popeyes Parkway Maintenance Agreement

ATTACHMENT A



Aerial Image of
Popeyes Restaurant
(highlighted in yellow)

PARKWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of December, 2023 , by and between DMSD Cajun Properties, LLC, a Delaware limited liability company (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as APN 366-290-011 as recorded by deed in the land records of Riverside County, California, Deed Book 10, Page 58, (the "Property").

WHEREAS, the Landowner is proceeding to install landscaping on the parkway along the frontage street of the Property, within the public right-of-way; and

WHEREAS, the Site Plan/Subdivision Plan known as Popeyes Wildomar Landscape Plans, as approved by the City (the "Plan"), which is incorporated herein by reference, provides for the permanent installation and maintenance of landscaping on such parkway; and

WHEREAS, the City and the Landowner agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner to install and maintain parkway landscaping (the “Parkway Facilities”) within the public right-of-way, more particularly described in Exhibit “A” attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Parkway Facilities shall be constructed, installed and maintained by the Landowner, its successors and assigns, including any property owner’s association, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any property owner’s association, shall adequately maintain the Parkway Facilities in a safe, clean, and attractive condition and replace any damaged or dead vegetation in compliance with the Plan.

3. The Landowner, its successors and assigns, including any property owner’s association, shall be solely responsible for the costs and expenses involved in the construction, installation and maintenance of the Parkway Facilities with no cost or expense to the City. Landowner shall obtain all required grading, building and other permits from City and other applicable public agencies.

4. In the event the Landowner, its successors and assigns, fails to adequately maintain the Parkway Facilities in good working condition acceptable to the City, failure to maintain the Parkway Facilities will constitute an event of default. Upon such event of default, the City shall provide written notice to the Landowner. Upon receipt of the written notice, the Landowner shall have thirty (30) days to remedy such event of default (or such longer period of time as may reasonably be required, provided that the Landowner shall commence to remedy such default within thirty (30) days period and thereafter diligently prosecute such remedy to completion).

If the Landowner fails to remedy the event of default within the prescribed time period, the City shall have the right, but not the obligation, to enter upon the Property and take whatever steps necessary to correct deficiencies identified by the City and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the area designated in the Plan for the Parkway Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Parkway Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The City may bring legal action to collect the sums due as the result of expending public monies to maintain, repair and, if and when necessary, replace any Parkway Facilities which are the responsibility of the Landowner as provided herein. The Landowner acknowledges and agrees that the City may also pursue any and all other remedies available in law or equity in the event of a breach of the Landowner's obligations and agreements set forth herein.

5. The Landowner, its successors and assigns, will perform the work necessary to keep the Parkway Facilities in good working condition. In the event a maintenance schedule for the Parkway Facilities is contained in the Plans, Landowner will follow that schedule.

6. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

7. Owner agrees to defend, indemnify and save the City, its elected officials, employees and authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property, including reasonable attorney fees, happening or occurring as a proximate result of any work or maintenance undertaken pursuant to this Agreement, including any allegation that the landscaping or work caused, or contributed to causing, death or injury to person or property.

a. Landowner shall notify the City within three (3) days of any claim regarding personal injury or property damage on the Parkway.

b. Landowner shall maintain liability insurance with general liability coverage of not less than two million dollars ($2,000,000) naming City, its elected officials, employees and authorized agents, officers, representatives and employees, as additional insureds. Landowner shall provide City with a Certificate of Insurance each time the policy changes. City Manager may increase the required insurance coverage every three (3) years from the date of this Agreement in such an amount as necessary to maintain reasonable and customary coverages for such insurance upon thirty (30) days' prior written notice to Landowner.

8. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests,.

9. 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.

10. 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 sign this Agreement.

[Signatures on following page]

[Remainder of page intentionally left blank]

WITNESS the following signatures and seals:

DMSD Cajun Properties, LLC
a Delaware limited liability company (Seal)

By: _____

NOTE: 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 THE BUSINESS ENTITY.

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

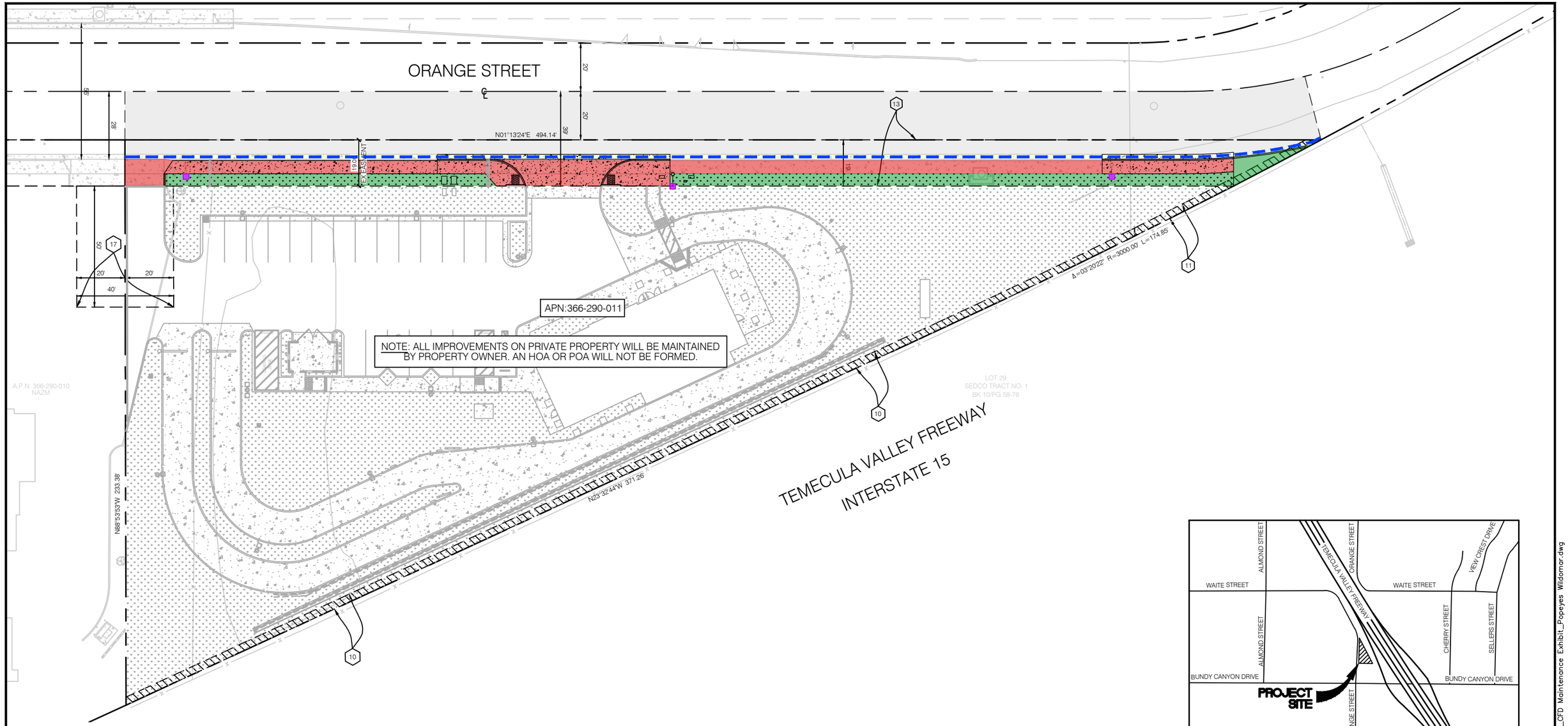
ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

EXHIBIT A



VICINITY MAP
N.T.S.

CFD MAINTENANCE AREA:		QUANTITY:	
	PAVEMENT MANAGEMENT	12,808	SF
	SIDEWALK	2,978	SF
	LED STREETLIGHT	3	EA
	STREET SWEEPING - PERIMETER	495	LF
PROPERTY OWNER MAINTENANED AREA:		**QUANTITY:**	
	PARKWAY LANDSCAPING	2,013	SF

40 0 20 40

GRAPHIC SCALE
1"=40'

PREPARED FOR:

DMSD CAJUN PROPERTIES, LLC
41760 IVY STREET, SUITE 201
MURRIETA, CA 92562
CONTACT: DAVID BESHAY
TEL: 951-816-0189

PREPARED BY:

Commercial Development Resources
Today's Ideas. Tomorrow's Reality.
695 TOWN CENTER DRIVE #110
COSTA MESA, CA 92626
CONTACT: AARON ALBERTSON, PE
TEL: (949) 610-8997

CFD MAINTENANCE EXHIBIT

POPEYES RESTAURANT
ORANGE ST & BUNDY CANYON RD
WILDOMAR, CA 92595
APN: 366-290-011

J:\Projects\2021\21041_Marks_Popeyes_Wildomar CA\CFD\21041_CFD Maintenance Exhibit_Popeyes Wildomar.dwg

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: December 13, 2023

SUBJECT: Resolution Designating the Time, Date and Location of Regular City Council Meetings.

SUBMITTED BY: Janet Morales

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2021-38, DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS

SUMMARY:
Changing the regular City Council Meetings in January from the second Wednesday to the third Wednesday.

BACKGROUND:
Per the City of Wildomar Municipal Code Section 2.04.010, the City Council shall designate the time, date and location of the regular City Council Meetings by Resolution. Currently, the City Council meets on the second Wednesday of each month.

DISCUSSION:
In the past, the City Council has occasionally adjourned (i.e. moved) the regular meeting in January from the second Wednesday to the third Wednesday of the month due to the holidays. To provide for better consistency and scheduling with the residents, developers, City Council and staff, staff is recommending that the City Council change the regular meetings in January to the third Wednesday by Resolution so that it is effective immediately and would remain in effect every year.

If approved, the next City Council meeting would be held on Wednesday, January 17, 2024.

FISCAL IMPACT:
None.

ATTACHMENTS:

1. City Council Start Time - Resolution- New
2. Reso 2021-38 City Council Start Time - Resolution - Repeal

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2021-38, DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS

WHEREAS, City of Wildomar municipal code section 2.04.010 states that regular meetings of the City Council shall be held at a location and times to be designated by Resolution of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

Section 1. Repeal of Resolution No. 2021-38

Resolution No. 2021-38 is hereby repealed in their entirety.

Section 2. Time and Location of Regular Meetings

The regular meetings of the City Council shall be held on the second Wednesday of each month, except for the month of January where regular meetings shall be held on the third Wednesday. Regular meetings shall commence at 3:00 p.m. for afternoon Open Session (if needed), 5:00 p.m. or any other time as designated on the Agenda, for Closed Session (if needed), and at 6:00 p.m. for evening Open Session at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595, or such other location as may be properly noticed.

Section 3. Effective Date

This Resolution shall take effect immediately.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

RESOLUTION NO. 2021 - 38
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2019-63 AND RESOLUTION NO. 2020-56 DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS

WHEREAS, City of Wildomar municipal code section 2.04.010 states that regular meetings of the City Council shall be held at a location and times to be designated by Resolution of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

Section 1. Repeal of Resolution No. 2019-63 and Resolution No. 2020-56

Resolution No. 2019-63 and Resolution No. 2020-56 is hereby repealed in their entirety.

Section 2. Time and Location of Regular Meetings

The regular meetings of the City Council shall be held on the second Wednesday of each month (unless the date is a legal holiday and in such event the regular meeting shall be held on the next succeeding day) commencing at 3:00 p.m. for afternoon Open Session (if needed), 5:00 p.m. for Closed Session (if needed) and at 6:00 p.m. for evening Open Session at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595, or such other location within the City as may be properly noticed.

Section 3. Effective Date

This Resolution shall take effect September 1, 2021.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2021 -- 38 was duly adopted at a regular meeting held on July 14, 2021, by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales
City Clerk
City of Wildomar

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: December 13, 2023

SUBJECT: Public Hearing for Annexation No. 9 (Popeyes) - Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 9

SUBMITTED BY: Jason Farag

PREPARED BY: Ninette Eva

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

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

SUMMARY:
Hold a Public Hearing to consider annexing territory (Popeyes Development Project) into CFD

2022-1 (Services), hold a special election and declare the election results.

BACKGROUND:
On November 8, 2023, the City Council adopted Resolution No. 2023-69, declaring its intention to annex territory to Community Facilities District No. 2022-1 (Services) (the “CFD No. 2022-1” or “CFD”) and commence the annexation proceedings for the territory to be annexed, also known as Annexation No. 9 (Popeyes Development Project). A public hearing has been set for December 13, 2023 to conduct an election for the landowners and to declare the results of that election.

DISCUSSION:
As required by the Resolution of Intention, an annexation map was recorded on November 17, 2023, at 11:34 a.m. in Book 92, Page 38, Document No. 2023-0346372 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to a petition filed by the property owners, DMSD Cajun Properties LLC (Developer), of PP 21-0138 (Popeyes Development Project) containing 1.41 gross acres within the City. The Developer has requested that the City assist them in annexing territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as lighting and street maintenance.

The area proposed within Annexation No. 9 will encompass 1.41 acres to include a Popeyes restaurant, with a FY 2023-24 maximum annual tax of $5,072 per acre, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 9. This tax rate includes a Maximum Special Tax A of $2,700 per acre per year for maintenance services of public facilities, and Maximum Special Tax C (Contingent) of $2,372 per acre per year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax C will increase by the greater of CPI or 2%, both not to exceed 6%. The Developer has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conducting the election.

FISCAL IMPACT:
The projected levy for FY 2023-24 is $3,105 for the first year of Special Tax A maintenance services. Special Tax C, if needed, will generate $2,727.

ATTACHMENTS:
1 - Project Map for Annexation No. 9
2 - Resolution Calling an Election
2A - Resolution Exhibits

3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 9



SPICER CONSULTING GROUP

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

WHEREAS, on April 13, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-11 declaring the City's intention to establish Community Facilities District No. 2022-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2022-1") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council set a public hearing for June 8, 2022, after which the Council adopted Resolution No. 2022-30 forming the CFD No. 2022-1 and calling a special election at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD No. 2022-1 were submitted to the qualified electors within the CFD No. 2022-1; and

WHEREAS, on June 8, 2022, the City Council adopted Resolution No. 2022-31 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

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

WHEREAS, the City Council on November 8, 2023, duly adopted Resolution No. 2023-69 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2022-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for December 13, 2023; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 9 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on November 17, 2023, in Book 92 of Maps of Assessment and Community Facilities Districts at Page 38, in the office of the Riverside County Recorder; and

WHEREAS, pursuant to the Act and the Resolution of Intention, a notice of public hearing was convened by the City Council on December 13, 2023, not earlier than the

hour of 6:00 p.m. at the City Hall located at 23873 Clinton Keith Road, Wildomar, California 92595, relative to the proposed annexation of said territory to CFD No. 2022-1; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD No 2022-1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD No. 2022-1, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD No. 2022-1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to call an election to authorize the annexation of territory to the CFD No. 2022-1 and the levying of a special tax as described in Exhibit A hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD No. 2022-1 consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Clerk has concurred in the election date set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1 Recitals. The foregoing recitals are true and correct.

Section 2. Conformation of Finding in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Findings Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD No. 2022-1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Findings Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to CFD No. 2022-1 are valid and in conformity with the requirements of the Act.

Section 5. Levy of Special Tax. As stated in the Resolution of Intention, except where funds are otherwise available, subject to the approval of the qualified electors of territory proposed to be annexed to CFD No. 2022-1, a special tax sufficient to pay the costs of the Services (including incidental expenses as described in the Resolution of Intention), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually in CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit A hereto.

Section 6. Apportionment of Tax. The special tax as apportioned to each parcel is based on the cost of making the Services available to each parcel, or other reasonable basis, and is not based on or upon the ownership of real property.

Section 7. Tax Roll Preparation. The office of the Public Works Director, 23873 Clinton Keith Road., City of Wildomar, is hereby designated as the office that will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Government Code section 53340.2. The Public Works Director may cause these functions to be performed by his or her deputies, assistants, or other designated agents.

Section 8. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City shall create a separate account into which tax proceeds will be deposited; and the Public Works Director annually shall file a report with the City Council that will state (a) the amount of funds collected and expended and (b) the status of the Services financed in CFD No. 2022-1.

Section 9. Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on December 13, 2023, and shall be conducted as follows:

(a) Qualified Electors. The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2022-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2022-1 on November 17, 2023 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2022-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2022-1.

(b) Consolidation of Elections; Combination of Propositions on Ballot. The election on the question of levying the special tax and establishing an appropriations limit for CFD No. 2022-1 shall be consolidated, and the two proportions shall be combined into a single ballot proposition for submission to the voters, as authorized by Government Code Section 53353.5.

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2022-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on December 13, 2023. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on December 13, 2023, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(f) Declaration of Results. The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 10. Filing of Resolution and Map with City Clerk. The City Council hereby directs the City Clerk to file a copy of this resolution and the annexation map of the boundaries of CFD No. 2022-1 in his/her office.

PASSED, APPROVED AND ADOPTED this 13th day of December 2023:

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Accessory Dwelling Unit" means a residential unit of limited size including a smaller second unit that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

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

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

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

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

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

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

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) have an Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

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

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

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

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

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

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

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

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

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

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

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

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

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

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

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

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

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

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

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

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

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

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor’s Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

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

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

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

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

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

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

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

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

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

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2023-2024. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 9 – SPECIAL TAX A
PP 21-0138

Item	Description	Estimated Cost
1	Lighting	$389
2	Streets	$1,667
3	Reserves	$149
4	Admin	$900
Total		**$3,105**

Special Tax B Services – Tax Zone 9 consists of a non-residential parcel and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B.

Special Tax C (Contingent) Services – The estimate in the table below breaks down the costs of providing one year's contingent maintenance services for Fiscal Year 2023-24. If necessary, these services will be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2022-1 (Services).

TAX ZONE 9 – SPECIAL TAX C (Contingent)
PP 21-0138

Item	Description	Estimated Cost
1	Landscaping	$1,661
2	Reserves	$166
3	Admin	$900
Total		**$2,727**

TAX ZONE 9
PP 21-0138

FY 2023-2024 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Non-Residential	Acre	$2,700	N/A	$2,372
Approved Property	Non-Residential	Acre	$2,700	N/A	$2,372
Undeveloped Property	Non-Residential	Acre	$2,700	N/A	$2,372

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	To Be Determined								
8	To Be Determined								
9	2023-24	PP 21-0138	1.15	NR	Acre	$2,700	$0	$2,372	DMSD Cajun Properties LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

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

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

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

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

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

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

PROPOSED BOUNDARIES

Copy

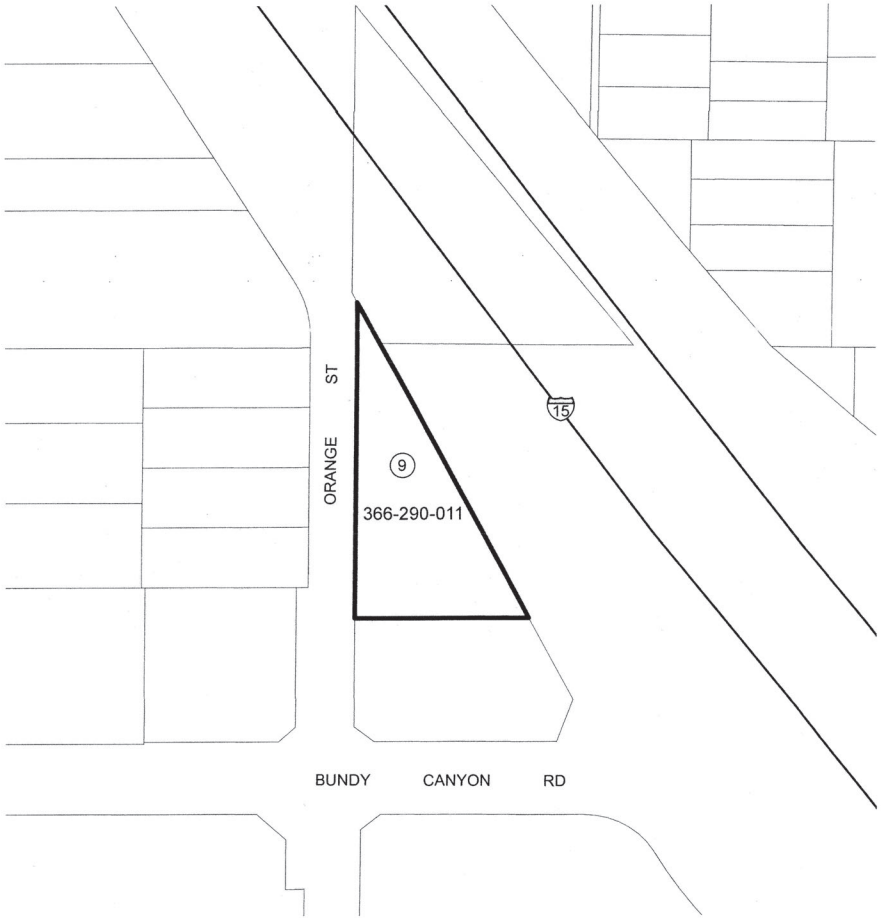
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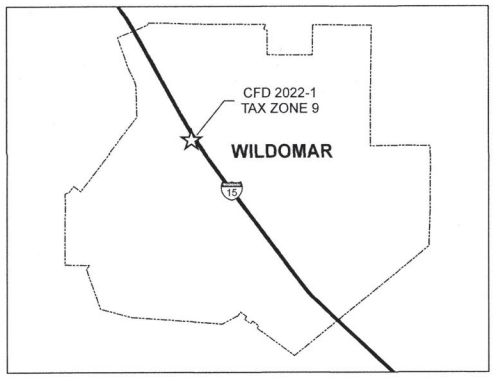
SHEET 1 OF 1 SHEET

PROPOSED ANNEXATION MAP NO. 9
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.





I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON 8th DAY OF November, 2023, BY RESOLUTION NO. 2023-69

Janet Morales
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 17th DAY OF November, 2023 AT THE HOUR OF 11:34 O'CLOCK AM IN BOOK 92 PAGE 38 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $9.00 NO.: 2023-0346372
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER
BY: C. Martinez
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 15 DAY OF November, 2023.

Janet Morales
CITY CLERK
CITY OF WILDOMAR

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (9) TAX ZONE

N W E S

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-24.

0 150 300 600 Feet

EXHIBIT B

BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 9

(December 13, 2023)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 9 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
DMSD Cajun Properties LLC	1.41	2

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

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than November 29, 2023, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on December 13, 2023, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on December 13, 2023.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
DMSD Cajun Properties LLC Attn: Dawood Beshay 41760 Ivy Street #201 Murrieta, CA 92562	366-290-011

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 9

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

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2022-1 (Services) adopted by the City Council on November 8, 2023 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 9 of Community Facilities District No. 2022-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

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

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

DMSD Cajun Properties LLC
Dawood Beshay
Managing Partner

_____
Signature

_____
Print Name

_____
Title

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 9

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for December 13, 2023, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2022-1 the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot; and

WHEREAS, a Certificate of Election Results, attached thereto as Exhibit A, dated December 13, 2023, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

Section 1. Recitals. This Council finds and determines that the foregoing recitals are true and correct.

Section 2. Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2022-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

Section 3. Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2022-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2022-1 as specified in Resolution No. 2023-69 adopted by the City Council on November 8, 2023. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 9 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on November 17, 2023, in Book 92 of Maps of Assessment and Community Facilities Districts at Page 38, in the office of the Riverside County Recorder.

Section 4. Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2022-1 including the annexed territory.

Section 5. Effect. This resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of December 2023:

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 9

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, being the Deputy City Clerk or the City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated November 17, 2023, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

Landowner	Qualified Landowner Votes	Votes Cast	YES	NO
DMSD Cajun Properties LLC	2	2		

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2023.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

SUBJECT: 20-Acre Park (CIP 099) Conceptual Plan, First Contract Amendment, and CEQA Agreement

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna

ACTION:
1. Receive and file the 20-Acre Park (CIP 099) Conceptual Plan and provide feedback on the proposed design.
2. Approve a supplemental appropriation in the amount of $255,000 to CIP 099.
3. Authorize the City Manager to execute the First Contract Amendment with Architerra Design Group for including the 20-Acre Park Phase 2 design for a cost not to exceed $107,925.
4. Authorize the City Manager to execute a Task Order with Placeworks, Inc., for the preparation of CEQA Documents for the 20-Acre Park for a cost not to exceed $120,129.

SUMMARY:
Staff is seeking City Council and community input on the proposed conceptual plan for the 20-Acre Park. In addition, a Contract Amendment and a new Task Order for Environmental work are proposed to allow for the design and environmental phases of the project to be completed.

BACKGROUND:
On June 14, 2023, the City Council approved the acquisition of 20-acres of vacant land for a future 20-Acre Park. The proposed 20-Acre Park (CIP 099) is located east of Palomar St., south of Gierson Ave., and southeast of Pasadena St. The existing 20-acre property is vacant and includes trees, natural vegetation, some irrigation, and some unimproved walking trails and is characterized by rolling topography. To preserve and maintain the natural features of the existing property, the park has been proposed as a passive nature park with limited active amenities and a focus on passive amenities. The City entered into a contract with Architerra Design Group (Architerra) on July 12, 2023, for the design of the 20-Acre Park.

DISCUSSION:
20-Acre Park - Conceptual Plan
With staff input, Architerra has prepared a conceptual plan for the Park that incorporates

various recommended amenities and improvements, including parking lots, walking trails, landscaping, fencing, basic site amenities (picnic tables, bike racks, signage), park infrastructure including electrical and water utilities, shade structures, pedestrian bridges, restrooms, community garden spaces, Frisbee golf stations, and additional landscaping features. A copy of the 20-Acre Park Conceptual Plan is included in Attachment A.

The total cost to construct the entire park is estimated at approximately $10 million. Funding sources have not been identified for the City to construct the entire park at one time. To make the development of the park more feasible and allow the City to open the new property to the public for use more quickly, cost estimates and conceptual plans have been prepared to allow for the construction of the park in two phases, if desired, with Phase 1 of the park being a usable facility to the public upon completion.

- Phase 1:
    - Includes the rough grading of the entire park, initial amenities such as parking, walking trails, landscaping, fencing, basic site amenities (picnic tables, bike racks, signage), and critical park infrastructure including electrical and water utilities. The total cost of Phase 1 is estimated at approximately $3.5 million.
    - A copy of the Phase 1 Conceptual Plan is included in Attachment B.
- Phase 2:
    - Includes the completion of most other site amenities such as shade structures, pedestrian bridges, restrooms, community garden spaces, and additional landscaping features. The total cost of Phase 2 is estimated to cost $6.5 million.
    - The Phase 2 improvements are incorporated into the overall park conceptual plan (Attachment A).
- Total Project Cost: $10 million

Staff is seeking feedback from the City Council and the community on the proposed overall conceptual plan (Attachment A), the proposed Phase 1 Conceptual Plan (Attachment B), and the proposed phasing of the park including what amenities are recommended if the park is constructed in phases.

Contract Amendment

As previously mentioned, on July 12th, 2023, the City and Architerra entered into an agreement for design professional services to design and prepare plans, specifications, and estimates for the 20-Acre Park (Agreement) in the amount of $243,035. During project coordination, a fiscal error was identified in that the awarded contract amount did not capture both Phase 1 and Phase 2 design costs. Staff recommends that a First Contract Amendment (Amendment) be approved to cover all Phase 1 and Phase 2 design costs, as provided for in the consultant's original proposal. By approving the First Contract Amendment, Architerra can revise their project delivery schedule to include Phase 2 design elements with the Phase 1 delivery, providing time efficiencies in preparing plans, specifications, and estimates for the

entire 20-Acre Park site. Without amending the contract amount, Phase 1 design would be delivered but Phase 2 design would eventually reach a stopping point due to insufficient funds for completing the scope of work provided in the consultant's proposal.

This approval would require a budget amendment (increase) of $107,925. No other changes to the Agreement are proposed. A copy of the proposed Amendment is included as Attachment C.

CEQA Agreement

The conceptual design of the 20-Acre Park has sufficiently progressed to allow the preparation of CEQA documents. Before proceeding with any construction, the City must prepare and approve a California Environmental Quality Act (CEQA) analysis for the Project. Preparing a CEQA document is a statute for all projects which may cause change in the environment. Initiating CEQA at this stage of the project is recommended as having it completed is a typical requirement to be eligible to apply for grant funding once design is completed. In addition, potential findings in the CEQA document can also be implemented in the design stage rather than after design completion. Staff requested a proposal from the City's on-call CEQA consultant, Placeworks, Inc., for the preparation of CEQA documents for the park. A copy of the proposal is included in Attachment D. The proposal assumes that the project will require an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and includes all the required tasks necessary to complete the IS/MND.

Staff has reviewed the proposal and recommends that the City Council authorize the City Manager to execute a Task Order with Placeworks, Inc. for the preparation of CEQA documents for the 20-Acre Park, for a cost not to exceed $120,129. A copy of the Task Order is provided as Attachment D.

FISCAL IMPACT:

Conceptual Plan

There is no direct fiscal impact at this time. Community feedback resulting in any significant changes to the design of the 20-Acre Park may increase or decrease estimated construction costs.

Contract Amendment

The Amendment is for a cost not to exceed $107,925 and will require a budget amendment to increase the budget. Proposed funding is from DIF Park Improvement funds. There is no impact to the General Fund.

CEQA Agreement

The proposal is for a cost not to exceed $120,129 and will require a budget amendment to increase the budget. Proposed funding is from DIF Park Improvement funds. There is no impact to the General Fund.

Supplemental Appropriation

To account for the Contract Amendment costs and CEQA Agreement costs, staff recommends the council approve a supplemental appropriation in the amount of $255,000 to the project for funding these items.

A revised Capital Project Detail Sheet reflecting the updated project costs and proposed budget updates is included as Attachment E, for reference. The Project Detail Sheet includes previously approved budget amendment, the proposed Contract Amendment and CEQA Agreement, and costs to cover City staff's time to manage the project. The updated project costs also show the estimated construction costs for Phase 1 and Phase 2. Construction and Construction Admin costs shown in FY 23/24 were previously approved and remain in place to cover necessary expenses related to irrigation, fencing, and minor items required by the City to comply with the purchase and sale agreement related to the park property.

ACCOUNT CODE:

Budget Amendment

DIF Park Improvements (Fund 461)

- Expenditures (461-099-4500-52115) = $255,000

ATTACHMENTS:

A - 20 Acre Park Conceptual Plan and Exhibits
B - 20 Acre Park, Phase 1 Conceptual Plan
C - First Amendment to Architerra Contract
D - Placeworks Task Order
E - Revised CIP Project Detail Sheet



WILDOMAR 20 ACRE NATURE PARK CONCEPTUAL MASTER PLAN

0 25' 50' 100' 200'

NORTH

ARCHITERRA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
10221-A TRADEMARK ST., RANCHO CUCAMONGA, CALIFORNIA 91730 PH: (909) 484-2800

PERMEABLE PAVING



GRAVEL PARKING



POUROUS CONCRETE

CONCRETE PAVERS

PATHS



BOARDWALK



DECOMPOSED GRANITE TRAIL

BRIDGES AND STEPS



PEDESTRIAN BRIDGE CROSSING



CULVERT CROSSING AT TRAIL

TIMBER STEPS

FENCING



PERIMETER CHAIN LINK FENCE ALONG SOUTH PROPERTY LINE



3 RAIL VINYL FENCING



3 RAIL VINYL FENCING WITH MESH
(AT COMMUNITY GARDEN FOR PEST DETERRENT)

WILDOMAR 20 ACRE NATURE PARK – CONCEPTUAL IMAGE BOARD

ARCHITERRA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
10221-A TRADEMARK ST., RANCHO CUCAMONGA, CALIFORNIA 91730 PH: (909) 484-2600

ACTIVE AND PASSIVE SPACES



COMMUNITY GARDEN



EXCERSICE STATIONS ALONG TRAIL



SHADE TREES ALONG TRAIL



BIO-SWALE



PICNIC NODE



GRASS MEADOW



CALIFORNIA NATIVE MEADOW



DISK GOLF ON MULCHED LAYER



CALIFORNIA NATIVE CREEPING WILD RYE



CENTRAL OPEN LAWN PLAY

SITE FEATURES AND AMENITIES



INTERPRETIVE PANEL





RAPTOR PERCH



SOLAR LIGHTING





NATURE INSPIRED BIKE RACKS





DISK GOLF BASKETS



DRINKING FOUNTAIN



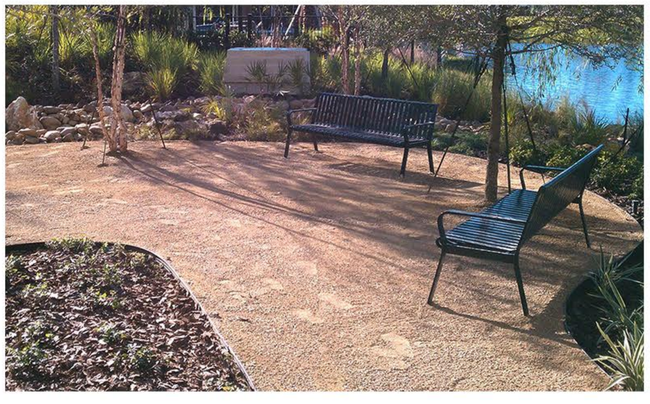
PET STATION







PICNIC TABLES



BENCH SEATING



TRASH RECEPTACLE



EXERCISE STATIONS

SOLID ROOF STRUCTURE



INFORMATION KIOSK



PREFABRICATED MONUMENT SIGN – GIERSON ENTRY



PREFABRICATED RESTROOM FACILITIES







VERTICAL ORIENTED MONUMENT SIGN – PALOMAR ENTRY





PREFABRICATED STORAGE SHED







WILDOMAR 20 ACRE NATURE PARK CONCEPTUAL MASTER PLAN – PHASE 1

0 25' 50' 100' 200'

NORTH

ARCHITERRA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
10221-A TRADEMARK ST., RANCHO CUCAMONGA, CALIFORNIA 91730 PH: (909) 484-2800

FIRST AMENDMENT TO
DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR 20 ACRE PARK

by and between the

CITY OF WILDOMAR

and

ARCHITERRA DESIGN GROUP, INC.

Dated December 13, 2023

FIRST AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE 20 ACRE PARK

This First Amendment to Agreement for Design Professional Services ("First 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 Architerra 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 July 12, 2023 ("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. This First Amendment amends 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 First Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 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 **Three Hundred Fifty Thousand Nine Hundred and Sixty dollars ($350,960)**, 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 First Amendment, the Agreement remains in full force and effect and binding upon the parties.

1.4 **Integration**. This First 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 First Amendment.

1.5 **Effective Date**. This First 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 First Amendment.

1.7 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

CITY

CITY OF WILDOMAR

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

DESIGN PROFESSIONAL

Architerra Design Group, Inc.

By:_____
Richard Krumwiede
Its: President

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 _____, 200___, before me, _____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

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

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))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4845-1206-0416 v1

TASK ORDER AGREEMENT #CIP 099
Placeworks, Inc.

PROFESSIONAL ON-CALL
PLANNING/CEQA CONSULTANT SERVICES
20 ACRE PARK PROJECT, CIP 099

This TASK ORDER AGREEMENT ("TASK ORDER") is made this 13th day of December, 2023, by and between the City of Wildomar, a municipal corporation, hereinafter called "CITY" and Placeworks, Inc., hereinafter called "CONSULTANT".

1. This TASK ORDER includes all of the terms and conditions contained in that certain Professional Services Agreement for On-Call Planning/CEQA Services (ON-CALL AGREEMENT), executed by the parties and approved by the Wildomar City Council on June 15, 2017, including subsequent amendments approved on June 8, 2022, and November 8, 2023.

2. **SCOPE OF SERVICES.** CONSULTANT shall provide professional services as directed by the City Project Manager as required for CIP 099 (20-ACRE PARK PROJECT). These services shall include the scope of work outlined in the CONSULTANT's proposal shown in Exhibit "A," attached hereto and incorporated herein.

3. **PRICE.** The services shall be provided on a time and materials basis, based on Exhibit "B," Compensation, of the ON-CALL AGREEMENT, as amended, for a not to exceed price of $120,129.

4. **SCHEDULE.** The services shall be provided on a schedule as included in the SCOPE OF SERVICES, or as otherwise requested by the City Project Manager and agreed to by CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated: _____, 2023	Dated: _____, 2023
CITY OF WILDOMAR, a municipal corporation	CONSULTANT
By _____ Signature	By _____ Signature
Daniel A. York, City Manager	_____ Name and Title
	_____

EXHIBIT “A”

November 28, 2023

Jason Farag, PE, Public Works Director
Matthew C. Bassi, Community Development Director
CITY OF WILDOMAR
Community Development Department
23873 Clinton Keith Road
Wildomar, CA 92595

Via Email: jfarag@cityofwildomar.org; mbassi@cityofwildomar.org

Subject: Proposal to Prepare an IS/MND for the 20-Acre Park

Dear Mr. Farag and Mr. Bassi:

PlaceWorks appreciates the opportunity to submit this proposal to prepare the environmental documentation for the proposed 20-Acre Park Project.

Project Understanding

The 20-Acre Park project site consists of one vacant parcel: Assessor's Parcel Number 380-050-025. The site is bounded by residential uses and Gierson Avenue to the north, residential uses to the east and west, and a predominantly undeveloped lot with a residential structure to the south. The project design consultant, Architerra Services, has prepared a project design alternative for the park site. For the purposes of the Initial Study/Mitigated Negative Declaration (IS/MND), this park design will serve as the "proposed project" for the purposes of the CEQA analysis. Although it is possible that the project may be refined or slightly modified, if substantial changes to the proposed project occur, a separate scope and fee will be submitted to the City.

CEQA Compliance

Because the proposed improvements would be constructed on undeveloped land, several technical analyses must be completed to determine the project impacts. PlaceWorks will prepare the following technical studies for the site:

» Air quality impact analysis
» Greenhouse gas analysis
» Health risk assessment
» Noise assessment

Technical studies for the following environmental impact areas will be prepared by our subconsultant, ECORP, and included in the IS/MND:

» Biological resources analysis (biological resources)
» Cultural resources analysis (cultural resources)

Proposed Approach

An initial study likely resulting in a mitigated negative declaration (IS/MND) will be prepared for the 20-Acre Park site. We will work closely with the City on the design elements and potential for environmental impacts and anticipate the IS/MND to be completed in a 16- to 18-week time period.

Acknowledgment

This proposal shall remain valid for a period of 30 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.5574.

Thank you for the opportunity to propose on this project.

Respectfully submitted,

PLACEWORKS



Mark Teague, AICP
Principal (Project Manager)

20-Acre Park Site

TASK 1. PROJECT INITIATION

Task 1.1 Research and Investigation

To acquire relevant environmental data, PlaceWorks will obtain all project data and information to date from federal, state, and local agencies that may be affected by the project, including previous studies for the area and other available files, exhibits, maps, and reference documents. The PlaceWorks team will evaluate the necessary information with respect to the proposed project and identify any data gaps.

TASK 2. ENVIRONMENTAL DOCUMENTATION AND TECHNICAL ANALYSES

Task 2.1 Administrative Draft Initial Study

PlaceWorks will prepare an Initial Study (IS) using the City's template that will include a discussion of the proposed project and detailed analysis of the following environmental areas:

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

The IS will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Sections 15063, 15070, and 15072 of the CEQA Guidelines.

A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/MND will identify and evaluate: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. Findings will be clearly substantiated for each checklist question to explain the basis for the environmental determination.

The analysis will be based on available literature, including but not limited to the City's General Plan and Municipal Code, previously completed environmental documents, consultation with local public service and utility providers, and the technical analyses listed under "CEQA Compliance," above. The Initial Study will be clearly written and will avoid the use of technical jargon so that the document is easily understood. If technical terms need to be introduced for accuracy, they will be clearly defined.

Task 2.1.a Air Quality and Greenhouse Gas Emissions

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions analysis to evaluate potential impacts from construction and operation of the proposed project. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (South Coast AQMD). Modeling of

criteria air pollutant emissions and GHG emissions will be conducted using the latest California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be incorporated, as needed, to reduce potentially significant impacts of the project.

Construction Phase. PlaceWorks will quantify short-term emissions generated from construction of the proposed project. The construction-phase regional emissions forecast will be based on the construction schedule, including duration for each construction activity type (i.e., demolition, grading, etc.), anticipated equipment for each activity, and estimated demolition volumes and earthwork (if applicable), as provided by the City. Where information is unavailable, PlaceWorks will use CalEEMod defaults, as appropriate, and work with the City to develop the construction assumptions. Maximum daily construction emissions will be compared to the South Coast AQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to South Coast AQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the sensitive and non-sensitive uses proximate to the project site. In addition, a summary of the potential health risk impacts associated with project-related construction activities as evaluated in the construction health risk assessment (HRA) (see Task 2.1.b) will be provided. If necessary, PlaceWorks will identify mitigation measures to reduce potentially significant project-related construction impacts.

Operational Phase. Operation of the proposed project would generate criteria air pollutants and GHG emissions from mobile source emissions (i.e., vehicle trips), water demand/wastewater generation, solid waste generation (e.g., trash), refrigerants, area source, and energy sources. PlaceWorks will quantify the increase in emissions associated with the proposed project. Modeling will be based on the new structures and vehicle miles traveled and/or weekday and weekend daily vehicle trip generation provided by the traffic consultant for the project at buildout. Where information is unavailable, PlaceWorks will use CalEEMod defaults, as appropriate, and work with the City to develop reasonable operational assumptions based on our experience with other similar projects. Total emissions from construction activities will be amortized into the GHG emissions inventory. Emissions will be compared to South Coast AQMD's significance thresholds.

Other Air Quality Impacts. The South Coast Air Basin (SoCAB) is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), fine inhalable particulate matter ($PM_{2.5}$), coarse inhalable particulate matter (PM_{10}), and lead (Los Angeles County only). South Coast AQMD has adopted air quality management plans (AQMP) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to South Coast AQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS; therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. PlaceWorks will also describe potential odor impacts qualitatively.

Project Consistency with Plans Adopted to Reduce GHG Emissions. PlaceWorks will provide a discussion on the GHG reduction goals of Senate Bill 32 (SB 32), Assembly Bill (AB) 1279, and SB 375. To achieve the GHG reduction targets SB 32 and AB 1279, the California Air Resources Board (CARB) adopted the 2022 Scoping Plan Update. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. PlaceWorks will provide a consistency analysis with these statewide, and regional GHG emissions reduction strategies.

Task Deliverable:

- Air Quality and GHG Emissions chapters of the MND
- Modeling data as an Appendix to the MND.

Task 2.1.b Construction Health Risk Assessments

Projects with construction activities proximate to sensitive land uses (e.g,. homes) have the potential to expose sensitive individuals to elevated concentrations of toxic air contaminants, including diesel particulate matter (DPM). The nearest sensitive receptors are immediately adjacent to the project site (i.e., residences to the east), and the project may include a considerable amount on-site earth movement, which could potentially generate substantive DPM emissions. PlaceWorks will prepare a construction health risk assessment (HRA) to analyze potential health risk impacts of project-related construction activities to off-site sensitive receptors for the proposed project. Construction-related toxic air contaminants and particulate matter impacts will be evaluated based on the specific construction-related characteristics (e.g., equipment use, construction phasing and duration) of the project and proximity to off-site sensitive receptors. The HRA will evaluate potential health risk and other applicable impacts from construction activities associated with the proposed project. Air dispersion modeling will be performed using a South Coast AQMD-accepted computer-based model (e.g., AERMOD) to determine ground-level concentrations of hazardous air pollutants at the closest sensitive receptors. Cancer and toxicity data published by the California Environmental Protection Agency will be used to estimate health risks for off-site sensitive receptors. If warranted, either additional or revised mitigation measures will be recommended to reduce fugitive dust and exhaust emissions.

Task Deliverable(s):

- Draft Construction Health Risk Assessment Technical Report (electronic copy)
- Final Construction Health Risk Assessment Technical Report (electronic copy)

Task 2.1.c Energy

PlaceWorks will prepare an energy analysis to identify whether or not the proposed project would result in wasteful or inefficient use of energy in accordance with Appendix F of the CEQA Guidelines. As part of this analysis PlaceWorks will identify the project's energy consumption (i.e., natural gas and electricity) based on the CalEEMod outputs conducted for the air quality and GHG analysis. Electricity and natural gas use associated with operation of the proposed project will be based the size and type of land use(s) proposed and on default CalEEMod energy rates unless project-specific energy consumption demand is available from the City. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program. The results of the energy analysis will be summarized in the MND and modeling included as an appendix.

Task Deliverable:

- Energy chapter of the MND
- Modeling data as an Appendix to the MND

Task 2.1.d. Biological Resources Assessment and MSHCP Consistency Analysis

The project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) planning area. Based on a brief review of the Western Riverside County Regional Conservation Authority (RCA) MSHCP Information Map, it appears that the project site is located within MSHCP-designated survey area for burrowing owl. To determine whether sensitive biological resources are present on the project site, a reconnaissance-level survey and habitat assessment will be performed.

Prior to conducting the field survey, a literature search will be conducted using public data bases including California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Data Base (CNDDB), California Native Plant Society's Electronic Inventory, range maps for special-status species, and other documentation pertinent to the region. The search will identify the approximate locations of known or expected sensitive biological resources and habitats located within or near the project site.

Following the literature review, ECORP will perform a field survey of the project site. Biological resources that are known to or potentially occur on the project site will be searched for during the survey. Habitats and vegetation communities will be mapped. Representative photographs will be taken to document the site conditions at the time of the survey. A full list of plant and wildlife species will be recorded during the survey. If any sensitive biological resource is found within the project site, its location will be recorded, and the resource will be discussed in the Biological Technical Report.

The project site is located within the area covered by the Western Riverside County MSHCP and is subject to the requirements of the plan. Therefore, at a minimum, habitat assessments for riparian/ riverine, vernal pool, and fairy shrimp (MSHCP Section 6.1.2), narrow endemic plant species (MSHCP Section 6.1.3), burrowing owl (Section 6.3.2), and the urban/wildlands interface (MSHCP Section 6.1.4) would be required for compliance under the MSHCP. As a cost-saving measure, the biological reconnaissance survey and habitat assessments for the MSHCP resources, including burrowing owl, will be conducted concurrently. The burrowing owl habitat assessment will include a focused burrow survey. If burrowing owl habitat is present, an additional 500-foot buffer around the project site will also be walked, if permissible. Where access is not permissible during the survey, the area will be visually inspected using binoculars and/or spotting scopes. The biological reconnaissance survey, burrowing owl habitat assessment, and focused burrow survey will be conducted according to the protocols required by the MSHCP.

A Biological Technical Report will be prepared to document the methods and results of the literature search and biological reconnaissance survey. As a part of the report, ECORP will prepare an MSHCP Consistency Analysis. This section will provide an analysis of the Project within the context of the MSHCP, pursuant to the specific criteria identified in the MSHCP. Results of the burrowing owl habitat assessment will be incorporated into the MSHCP consistency analysis and will include location of all potential burrowing owl habitat in the project site and (if applicable) within the 500-foot buffer, including burrowing owl observation(s) and burrow locations. If necessary, recommendations for further work, including focused surveys for sensitive species or an aquatic resources delineation, will be discussed in the report. The report will also describe any corridors or linkages proposed for the project site under the MSHCP and any areas on site that trigger the implementation of the protection of species associated with riparian/riverine areas or vernal pool habitats as described in Section 6 of the MSHCP. ECORP will submit one electronic copy of the draft Biological Technical Report to the client. After receiving one round of complete comments, a final version of the Biological Technical Report will be submitted electronically.

If burrowing owls or potential burrows are not identified on the project site, additional focused surveys for these resources will not be necessary. If habitat for these resources is found on site, then focused surveys would need to be conducted according to the protocols and guidance provided by the MSHCP.

This task does not include focused (protocol-level) surveys for special-status species, an aquatic resources delineation, preparation of permit applications, or coordination or consultation with the regulatory agencies. If those services are determined to be necessary, the scope of work and cost estimate for those services will be submitted under a separate cover.

Task Deliverable:

- One electronic version of the Draft and Final Biological Technical Report

Task 2.1.e. Cultural Resources Assessment

ECORP will conduct a cultural resources inventory of the project area, defined as approximately 20 acres in Wildomar, Riverside County. All work will be conducted by or under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeology.

This scope of work includes a records search with the California Historical Resources Information System (CHRIS) of the California Office of Historic Preservation, which includes a review of the state archaeological site files, the National Register of Historic Places, and other databases that catalogue significant events and resources in local, state, or national history. ECORP will conduct a records search at the Eastern Information Center at the University of California, Riverside, to obtain information on previously recorded archaeological sites and cultural resource management studies in and within 1 mile of the project area. ECORP will also contact the Native American Heritage Commission to request a sacred lands file search to determine whether any sacred sites have been recorded on the property.

ECORP will complete an intensive field survey of the entire approximate 20-acre project area. ECORP will survey all accessible portions of the project area using pedestrian transect intervals spaced 10 to 15 meters apart, where possible. The project area will be examined for evidence of cultural resources, including pre-contact and historic-period (i.e., over 50 years of age) cultural deposits and features. If any resources are identified in the project area, they will be recorded and mapped in detail in accordance with the standards of the California Office of Historic Preservation (OHP). For costing purposes, ECORP assumes that no cultural resources will need to be recorded. A separate scope and cost will be prepared for any recording of resources and evaluation of eligibility to be included in the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP) based on the level of effort required.

ECORP will prepare an inventory report that follows the California Office of Historic Preservation's recommended content and format. The report will provide the historic context, methods, results, and recommendations for appropriate findings.

Task Deliverable:

- One electronic version of the Draft and Final Cultural Resources Technical Report

ECORP Data Needs

ECORP will require receipt of the following information from the client:

- Boundary files: the client (or its agent) will provide an AutoCAD file(s) or ESRI shapefile(s) of the project footprint/impact areas as closed polyline or polygon features. ECORP requests that the AutoCAD or ESRI GIS file(s) be provided in a defined and clearly stated coordinate system, with project footprint/impact areas clearly designated on either single layer, or on multiple layers, with clear direction given to what layers constitute the Project footprint and or impact areas.

Task 2.1.f. Noise Study

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. PlaceWorks will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including applicable standards from the City's Municipal Code and General Plan Noise Element. The findings of the technical analyses and impact assessment will be provided in the noise and vibration section of the Initial Study, along with mitigation measures for potentially significant noise and vibration impacts.

Existing Conditions Noise Survey. PlaceWorks will conduct short-term noise monitoring survey to assess existing conditions and identify the nearest sensitive receptors and other environmental characteristics. PlaceWorks' noise specialist will conduct three short-term (15 minute) noise measurements.

Long-Term Noise Impacts. Long-term operational noise impacts will be primarily related to outdoor recreational activities and traffic from the proposed project. Therefore, traffic noise will be analyzed quantitatively based on information provided by the traffic engineer assigned to the project. Outdoor

recreational noise from students on the hardcourts and playfields will be evaluated quantitatively based on the City's noise limits allowed at offsite sensitive receptors.

Short-Term Noise Impacts. Project-related construction noise will temporarily elevate the ambient noise environment above existing conditions. PlaceWorks will assess temporary noise and vibration impacts during site preparation and project construction activities using industry-standard analysis techniques based on the scheduling, equipment mix, hauling, and truck trip information (as provided by the Applicant/City). Vibration impacts will be assessed using criteria included in the Federal Transit Administration guidance document on noise and vibration impact assessment.

Task 2.2 Public Review Draft IS/MND

PlaceWorks will revise the screencheck draft IS/MND and prepare the Public Review Draft IS/MND and will submit a "proof" draft to the City for approval prior to release for the 30-day public review period. This task includes preparation of the Notice of Availability (NOA) for Public Review. PlaceWorks will prepare and submit the Notice of Completion (NOC) to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, PlaceWorks will draft an agency Letter, similar in text to the NOA, and mail it out along with a weblink to the IS/MND and its appendices, to the agencies provided by the City.

Task 2.3 Responses to Public Comments/Final IS/MND

Upon completion of the public review period, PlaceWorks will provide written responses to written comments received on the Draft IS/MND during the public review period. Following City review of the Responses to Comments, PlaceWorks will make final revisions based on one round of City comments. This task assumes a total of 32 hours to respond to the comments on the Draft IS/MND. The estimate of the level of effort in responding to comments is based on a low level of public controversy.

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

Task 2.4 Mitigation Monitoring and Reporting Program

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

Task 2.5 Notice of Determination

PlaceWorks will prepare a Notice of Determination (NOD) for the project based on the findings of the Initial Study/Mitigated Negative Declaration. PlaceWorks assumes the City will file the NOD with the County Clerk within 5 days of project approval and adoption of the MND.

TASK 3. AB 52 CONSULTATION

PlaceWorks will assist the City in the consultation for AB 52. The results of the consultation will be reported in the IS/MND. While several tribes will be contacted for compliance with AB 52, the City usually consults with the Pechanga and Soboba tribes. This scope assumes the consultation process and standard mitigation measures will be like other development projects in the City.

TASK 4. MEETINGS

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

» Meeting with City staff to review comments
» Meeting with City staff to respond to comments on Final IS/MND

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

TASK 5. PROJECT MANAGEMENT AND COORDINATION

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

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

Proposed Schedule

Table 1, *Proposed Schedule,* provides a breakdown of the CEQA schedule. Note that the timeline does not include time for City review and revision.

Table 1. Proposed CEQA Schedule

TASK	APPROX. DURATION WEEKS
Task 1 – Project Initiation	1[1]
Task 2 – Environmental Documentation	
Task 2.1 Administrative Draft	5/6
Task 2.2 Public Review Draft and 30-day Review	6
Task 2.3 Responses to Comments	4
Task 2.4 MMRP	1
Task 3 – AB 52 Consultation	Ongoing
Task 4 – Meetings	Ongoing
Task 5 – Project Management and Coordination	Ongoing
Approximate Total Time from Authorized Start Date	**16 to 18[2]**

[1] Concurrent with other tasks and does not affect schedule.

[2] Does not include review time by City.

Cost Estimate

The proposed fee assumes the preparation of one Initial Study to support a Mitigated Negative Declaration for the project. PlaceWorks projects a cost not to exceed $120,129 (see Table 2, *Proposed Fee*). As always, we are willing to refine our scope of work fee to best meet the City's needs.

Table 2. Proposed Fee

TASK	Cost
Task 1 + Task 3 – Project Initiation + AB 52 Consultation	$3,182
Task 2.1 - Administrative Draft Initial Study (includes 2.1.a–2.1.f)	$77,822
Task 2.1.a Air Quality/GHG	*$8,783*
Task 2.1.b Construction Health Risk Assessment	*$7,415*
Task 2.1.c Energy	*$1,494*
Task 2.1.d Biological Resources Assessment	*$15,505*
Task 2.1.e Cultural Resources Assessment	*$11,082*
Task 2.1.f Noise Study	*$9,226*
Task 2.2 Public Review Draft IS/MND	$10,016
Task 2.3 Response to Comments/Final IS/MND	$5,753
Task 2.4 MMRP	$2,193
Task 2.5 NOD	$362
Task 4 Meetings	$7,987
Task 5 Project Management and Coordination	$11,271
Subtotal	**$118,586**
REIMBURSABLES	Cost
Misc. Printing, Postage, and Deliveries*	$843
Mileage	$700
Subtotal	**$1,543**
GRAND TOTAL	**$120,129**

Note: Cost estimate assumes City will pay filing fees.

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

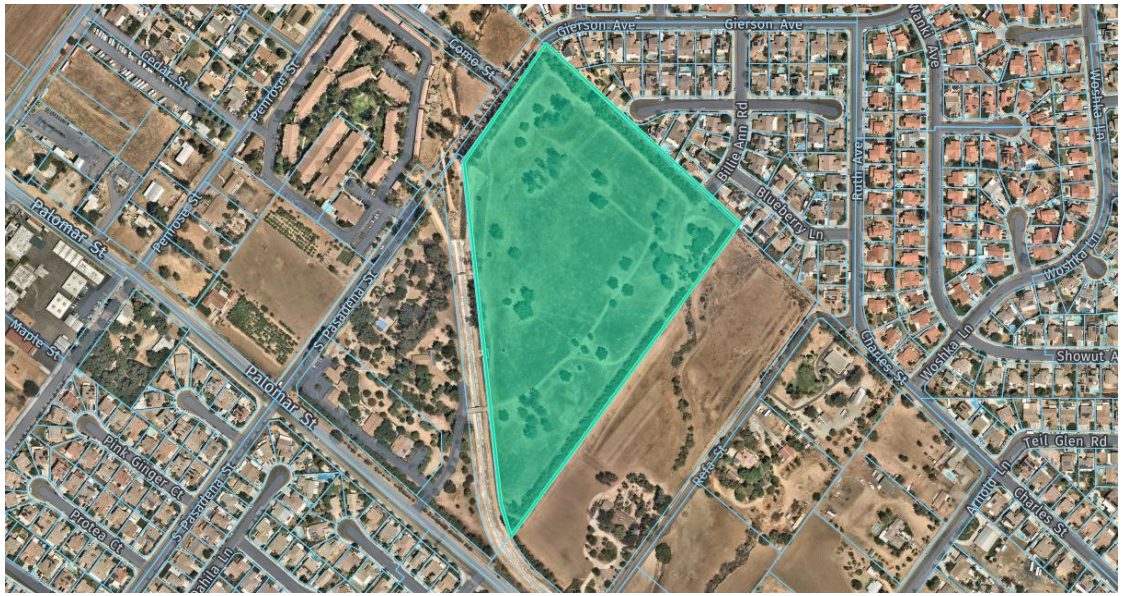
Subconsultant cost billed at cost plus 10 percent

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**20-Acre Passive Park**	**CIP NO.:**	099	**DEPT:**	Public Works
LOCATION:	Between Gierson Ave./Billie Ann Rd./Pasadena St./Palomar St.	**CATEGORY:**	Parks	**MANAGER:**	Cameron Luna
INITIATED:	FY 23/24				

PROJECT DESCRIPTION AND EXHIBIT

In FY 22/23, the City Council authorized the purchase of 20-acres of undeveloped property for use as a passive park. The park will be improved in two phases: Phase 1 will provide the basic amenities and improvements needed to open the park to the public for access and use. Phase 2 will provide additional amenities to further enhance the park.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ 135,000				$ 135,000	$ -	$ -	$ -	$ -
Design/PS&E	365,000				365,000	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	10,250,000				250,000	3,500,000	6,500,000	-	-
Const Admin/Inspect.	325,000				25,000	150,000	150,000	-	-
Total Cost:	**$ 11,075,000**				**$ 775,000**	**$ 3,650,000**	**$ 6,650,000**	**$ -**	**$ -**
FUNDING SOURCES									
115 - ARPA	$ 275,000				$ 275,000	$ -	$ -	$ -	$ -
461 - DIF Park Imp.	500,000				500,000	-	-	-	-
Unfunded	10,300,000				-	3,650,000	6,650,000	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: December 13, 2023

SUBJECT: City of Wildomar New Parks Improvement Options

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Receive and provide comments on possible options for parks improvement financing.

SUMMARY:
This item provides City Council the opportunity to receive input and comment on parks improvement funding opportunities.

BACKGROUND:
On April 8, 2015 City Council approved the Parks Master Plan that established standards for future parks improvements and identifying costs to assist in the creation of funding mechanisms for park improvements.

DISCUSSION:
On June 14, 2023 City Council approved a Purchase and Sale Agreement to purchase two parcels for construction of a 20 acre passive park. With the acquisition of the 20 acre park, the City has three parks to develop, with an overall estimated cost of $43 Million. The City has approximately $3 Million in DIF Park Improvement funds and has recently been awarded a grant in the amount of $2.83 Million to partially fund the first phase of the 27 Acre Park improvements.

The purpose of this presentation is to discuss three options open to the City to fund the new park improvements. The Paygo option involves paying for improvements as funding is identified, whether through Development Impact Fees, one time revenues, and grants. The City could also bring a GO Bond measure to the public for a vote. This would allow the City to annually levy Wildomar property owners a small percentage of the valuation of their property to pay debt service on General Obligation bonds. The third option would be a Lease Revenue Bond issuance, which could be approved by a majority vote of the City Council, but the amount of financing available is limited to the amount of General Fund revenues available to

pay debt service over thirty years.

The other item to discuss is the additional ongoing maintenance and operational costs associated with bringing these new parks online. As costs have increased, and Measure Z has stayed the same, it is no longer sufficient to cover the operational costs of the existing parks. The City has formed Community Facilities Districts to partially offset these costs, but it won't be sufficient to offset the costs of three large multi-facility parks.

FISCAL IMPACT:
There is no fiscal impact as this is receive and file only.

ATTACHMENTS:
Presentation_Improvement Options.pptx

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: December 13, 2023

SUBJECT: Abandoned Vehicle Abatement (AVA) and Parking Enforcement Program - General Presentation/Discussion

SUBMITTED BY: Matthew Bassi

PREPARED BY: Raul Berroteran

ACTION:
Discuss and provide direction on whether to proceed with an Abandoned Vehicle Abatement (AVA) and Parking Enforcement Program.

BACKGROUND:
In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities pursuant to the provisions of section 22710 of the California Vehicle Code. In June 1994, the Riverside County Abandoned Vehicle Abatement Service Authority was formed and imposed a ($1.00) annual vehicle registration fee on vehicles registered to an owner with an address in the County of Riverside.

The service fees received by the Riverside County Abandoned Vehicle Abatement Service Authority are used to reimburse local government agencies for a portion of their cost incurred as a result of the abatement, removal, and disposal of public nuisances of any abandoned, wrecked, dismantled, or inoperative vehicle or parts.

Parking enforcement for the City of Wildomar is primarily conducted by the Riverside County Sheriff's Department. Code Enforcement staff occasionally assist with parking enforcement tasks but are limited due to not having access to towing services.

DISCUSSION:
Over the last 10 years, the County's Abandoned Vehicle Abatement program has disbursed $35,000,000 in service fee proceeds to member agencies and caused the abatement of approximately 189,776 abandoned, wrecked dismantled, or inoperative vehicles located in various cities and the unincorporated areas of Riverside County. For comparison, the City of

Lake Elsinore has actively participated in the abandoned vehicle abatement service authority for the last 10 years. During that time, the City through this program has been reimbursed more than $307,255 for costs associated with the abatement of inoperative vehicles. If the City was not a participant in the Riverside County Abandoned Vehicle Abatement program, they would not have received this revenue which is approximately $30,700 annually.

Between July 2022, and July 2023, in Wildomar, there was a total of 288 parking citations issued by the Riverside County Sheriff's and Code Enforcement Departments totaling about $20,665. Staff fully expects the parking citation and revenue numbers would increase greatly with the implementation of a City managed Parking Enforcement program, since staff would incorporate the new programs into our daily task assignments. Staff believes it will be crucial to strike a balance between enforcing parking regulations that generates revenue while ensuring the program is fair and fosters a positive community environment. Further, effective communication about parking rules, fair enforcement practices, and consideration for the needs of the residents and businesses would be key components of a successful parking enforcement strategy.

Should City Council choose to direct Staff to pursue these programs, the next steps to achieve are as follows:

1. Prepare an Ordinance to amend Chapter 10.04 (Abandon Vehicles) to add definitions, and strengthen the administration/enforcement & violations language (January/February Council review);

2. Prepare a Council Resolution to establish a Service Authority for Abandoned Vehicles;

3. Both the Ordinance and Resolution must be complete and effective by to April 1, 2024 per State/County requirements;

4. Prepare a "Disposal Strategy" which will require a Contractual Towing Agreement (Code and Community Services effort); and

5. Submit the above items to the AVA Authority (Riverside County) who in turn submits to the California Highway Patrol (CHP) for review and approval.

ATTACHMENTS:
Attach A - California Vehicle Code Sec 22710.pdf
Attach B - AVA Parking Powerpoint-JP [11-27-23].pdf

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

VEHICLE CODE

Section 22710

22710. (a) A service authority for the abatement of abandoned vehicles may be established, and a one dollar ($1) vehicle registration fee imposed, in a county if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county have adopted resolutions providing for the establishment of the authority and imposition of the fee. The membership of the authority shall be determined by concurrence of the board of supervisors and a majority vote of the majority of the cities within the county having a majority of the incorporated population.

(b) The authority may contract and may undertake any act convenient or necessary to carry out a law relating to the authority. The authority shall be staffed by existing personnel of the city, county, or county transportation commission.

(c) (1) Notwithstanding any other provision of law, a service authority may adopt an ordinance establishing procedures for the abatement, removal, and disposal, as a public nuisance, of an abandoned, wrecked, dismantled, or inoperative vehicle or part of the vehicle from private or public property; and for the recovery, pursuant to Section 25845 or 38773.5 of the Government Code, or assumption by the service authority, of costs associated with the enforcement of the ordinance. Cost recovery shall only be undertaken by an entity that may be a county or city or the department, pursuant to contract with the service authority as provided in this section.

(2) (A) The money received by an authority pursuant to Section 9250.7 and this section shall be used only for the abatement, removal, or the disposal as a public nuisance of any abandoned, wrecked, dismantled, or inoperative vehicle or part of the vehicle from private or public property. The money received shall not be used to offset the costs of vehicles towed under authorities other than an ordinance adopted pursuant to paragraph (1) or when costs are recovered under Section 22850.5.

(B) The money received by a service authority pursuant to Section 9250.7 and this section that are unexpended in a fiscal year may be carried forward by the service authority for the abandoned vehicle abatement program in the following fiscal year as agreed upon by the service authority and its member agencies.

(d) (1) An abandoned vehicle abatement program and plan of a service authority shall be implemented only with the approval of the county and a majority of the cities having a majority of the incorporated population.

(2) (A) The department shall provide guidelines for an abandoned vehicle abatement program. An authority's abandoned vehicle abatement plan and program shall be consistent with those guidelines, and shall provide for, but not be limited to,

an estimate of the number of abandoned vehicles, a disposal and enforcement strategy including contractual agreements, and appropriate fiscal controls.

(B) The department's guidelines provided pursuant to this paragraph shall include, but not be limited to, requiring each service authority receiving funds from the Abandoned Vehicle Trust Fund to report to the Controller on an annual basis pursuant to subdivision (c) of Section 9250.7, in a manner prescribed by the department, and pursuant to an approved abandoned vehicle abatement program.

(C) A service authority may carry out an abandoned vehicle abatement from a public property after providing a notice as specified by the local ordinance adopted pursuant to Section 22660 of the jurisdiction in which the abandoned vehicle is located and that notice has expired.

(3) After a plan has been approved pursuant to paragraph (1), the service authority shall, not later than August 1 of the year in which the plan was approved, submit it to the department for review, and the department shall, not later than October 1 of that same year, either approve the plan as submitted or make recommendations for revision. After the plan has received the department's approval as being consistent with the department's guidelines, the service authority shall submit it to the Controller.

(4) Except as provided in subdivision (e), the Controller shall not make an allocation for a fiscal year, commencing on July 1 following the Controller's determination to suspend a service authority when a service authority has failed to comply with the provisions set forth in Section 9250.7.

(5) A governmental agency shall not receive funds from a service authority for the abatement of abandoned vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted an annual report to the service authority stating the manner in which the funds were expended, and the number of vehicles abated. The governmental agency shall receive that percentage of the total funds collected by the service authority that is equal to its share of the formula calculated pursuant to paragraph (6).

(6) Each service authority shall calculate a formula for apportioning funds to each governmental agency that receives funds from the service authority and submit that formula to the Controller with the annual report required pursuant to paragraph (2). The formula shall apportion 50 percent of the funds received by the service authority to a governmental agency based on the percentage of vehicles abated by that governmental agency of the total number of abandoned vehicles abated by all member agencies, and 50 percent based on population and geographic area, as determined by the service authority. When the formula is first submitted to the Controller, and each time the formula is revised thereafter, the service authority shall include a detailed explanation of how the service authority determined the apportionment between per capita abatements and service area.

(7) Notwithstanding any other provision of this subdivision, the Controller may allocate to the service authority in the County of Humboldt the net amount of the abandoned vehicle abatement funds received from the fee imposed by that authority, as described in subdivision (b) of Section 9250.7, for calendar years 2000 and 2001.

(e) A plan that has been submitted to the Controller pursuant to subdivision (d) may be revised pursuant to the procedure prescribed in that subdivision, including compliance with any dates described therein for submission to the department and the Controller, respectively, in the year in which the revisions are proposed by the service authority. Compliance with that procedure shall only be required if the revisions are substantial.

(f) For purposes of this section, "abandoned vehicle abatement" means the removal of a vehicle from public or private property by towing or any other means after the vehicle has been marked as abandoned by an official of a governmental agency that is a member of the service authority.

(g) A service authority shall cease to exist on the date that all revenues received by the authority pursuant to this section and Section 9250.7 have been expended.

(h) In the event of a conflict with other provisions of law, this section shall govern the disbursement of money collected pursuant to this section and from the Abandoned Vehicle Trust Fund for the implementation of the abandoned vehicle abatement program.

(Amended by Stats. 2007, Ch. 389, Sec. 2. Effective January 1, 2008.)

ABANDONED VEHICLE ABATEMENT

Presented by John Parker
Code Enforcement Supervisor

Abandoned Vehicle Abatement Program

What is an Abandoned Vehicle Abatement Program?

Who provides oversight of the Abandoned Vehicle Abatement Program?

What is required of each member?

Administration of the Service Authority.

What is an Abandoned Vehicle Abatement Program?

The Abandoned Vehicle Abatement Program is a statewide program that provides a means of removing abandoned, wrecked, inoperative and dismantled vehicles that create a public nuisance and health & safety hazard.







California Vehicle Code



- **CA Vehicle Code Section 22710**

- A service authority for the abatement of abandoned vehicles may be established, and a one-dollar ($1) vehicle registration fee imposed. (Yearly).

- Since the fee is an existing tax, no vote is required per Proposition 26.

- The California Vehicle Code provides the criteria to establish an Abandoned Vehicle Abatement Service Authority

Program Oversight







State Controller Provides Fiscal Oversight

- SCO allocates the funds; the Authority shall disburse the money to each jurisdiction.
- Monies unexpended in a fiscal year, may be carried forward

Provides Approval of AVA Plan

- CHP will approve the Service Authority plan.
- CHP will provide guidance for the program.

DMV Provides Funding

- DMV collects/disburses the fee to participating Counties.
- DMV registration fee of $1 / $2 per vehicle, tractor-trailer, RV, utility trailer registered in the County of Riverside.

What Is Required Of Each Member?

- **Member Requirements:**

- Approved Resolution
- Ordinance that meets all requirements of Sections 22660 & 22661 VC and reviewed and approved by CA CHP
- Rate Sheet
- Disposal Strategy in accordance with Section 22662 VC or with Section 22851.3 VC
    - Copies of contractual agreements (tow agreement).
- Cost Recovery Strategy



Administration of the Service Authority

Authority Financial Accounting:

- Receives funding
- Oversight of interest earned, processing costs, payments for services
  - **Disbursement of funds to members based on the formula of**
    - **50% percentage vehicles abated;**
    - **50% Population**
- Responsible for the preparation and fair presentation of the financial statement in accordance with Section 22710 of the California Vehicle Code; this includes determining that the other comprehensive basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances.
- Responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Conclusion

- The Abandoned Vehicle Abatement Program will reduce dismantled, abandoned, and inoperable vehicle blight in the City of Wildomar.

- The Abandoned Vehicle Abatement Program will provide the citizens of Wildomar an opportunity to remove their junk vehicle(s) from their properties absolutely free of charge which is an incredible service to the public.

PARKING ENFORCEMENT PROGRAM

Presented by Code Enforcement



The City of Wildomar Code Enforcement Department is working to implement a Parking Enforcement Program.



COMMON PARKING VIOLATIONS


DISMANTLED
VEHICLE



UNLAWFUL COMMERCIAL VEHICLE PARKING



BLOCKING FIRE HYDRANT


ABANDONED
VEHICLE


BLOCKING
SIDEWALK


PARKED IN SPOT
DESIGNATED FOR
THE DISABLED



PARKED OR STOPPED IN A BICYCLE LANE



PARKING A RECREATIONAL VEHICLE ON THE STREET FOR OVER 48 HOURS

PARKING TASKS IN PROGRESS

- CODE ENFORCEMENT IS WORKING TOWARDS OBTAINING A TOWING CONTRACT.
- CODE ENFORCEMENT IS GATHERING INFORMATION FOR THE POSSIBLE IMPLEMENTATION OF THE ABANDONED VEHICLE ABATEMENT PROGRAM.



PROS:

- Staff is expecting the Parking Enforcement Program will create revenue for the City of Wildomar.

-Vehicle parking complaints rank as the top complaint the Code Enforcement Department receives. With the creation of a Parking Enforcement program, the City of Wildomar will add another layer of customer service.

CONS:

- Staff is expecting a higher call volume, foot traffic into City Hall, and a larger number of complaints after the parking program is launched.

CONCLUSION

The Code Enforcement Department is excited to take on this new challenge and bring awareness of the rules and regulations pertaining to the California Vehicle Code and the City of Wildomar municipal code to the citizens of Wildomar.




QUESTIONS

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.4
Meeting Date: December 13, 2023

SUBJECT: Appointment of Mayor and Mayor Pro Tempore for 2024

SUBMITTED BY: Janet Morales

ACTION:
Appoint a Mayor and Mayor Pro Tempore for 2024.

DISCUSSION:
In accordance with Resolution No. 09 - 72, the City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. The selection shall be on an annual basis at the first meeting of the City Council in December of each year. The term of the appointments will run the calendar year, from January 1st through December 31st of 2024.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. Resolution No. 09-72

RESOLUTION NO. 09 – 72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA , REPEALING RESOLUTION NO. 08-09 AND ESTABLISHING A METHOD FOR THE SELECTION AND APPOINTMENT OF A MAYOR AND MAYOR PRO TEMPORE

WHEREAS, the City of Wildomar was incorporated on July 1, 2008, as a General Law City of the State of California; and

WHEREAS, the City Council of Wildomar adopted Resolution 08-09 on July 1, 2008, establishing method for the selection and appointment of a mayor and mayor pro tempore for the City; and

WHEREAS, the City Council now wishes to repeal Resolution 08-09 and establish a new method for selection and appointment of a mayor and mayor pro tempore for the City in accord with the provisions of Government Code Section 36801.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY RESOLVES AS FOLLOWS:

Section 1. Repeal of Resolution 08-09. Resolution 08-09 is hereby repealed in its entirety.

Section 2. Selection of Mayor and Mayor Pro Tempore. The City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. This selection shall be on an annual basis at the first meeting of the City Council in December of each year.

Section 3. Term of Office for Mayor and Mayor Pro Tempore. The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council. The regular term of office for the Mayor and Mayor Pro Tempore shall be for one calendar year, commencing on January 1st and continuing through December 31st of each year. Should the Mayor or the Mayor Pro Tempore be removed, or the position vacated before his or her one year term of service is complete, a new Council Member shall be selected immediately thereafter to succeed to the office for the remainder of the one year term. Selection of the Mayor and Mayor Pro Tempore may occur at any regular, special, or adjourned meeting of the City Council.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

Julie Hayward Biggs
City Attorney

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. 09-72 was duly adopted at a regular meeting held on October 28, 2009, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Farnam, Mayor Pro Tem Moore, Council Members Ade, Cashman, Swanson

NOES: None

ABSTAIN: None

ABSENT: None

Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.5
Meeting Date: December 13, 2023

SUBJECT: Committees, Commissions, and Board Appointments for 2024

SUBMITTED BY: Janet Morales

ACTION:
Review the list of committees, commissions, and boards and update appointments, and/or add or remove committees as necessary.

BACKGROUND:
The City Council reviews the list of committees, commissions, and boards annually in December, and as requested. The last update to the Council committees was approved on April 12, 2023. The last update to the regional committees was approved on July 12, 2023.

DISCUSSION:
Staff recommends that the City Council review the list attached and make the following updates, and any additional updates as necessary:

Remove Western Community Energy (WCE)
Rename Public Agency Risk Sharing Authority of California (PARSAC) to California Intergovernmental Risk Authority (CIRA) and list Emily Wolf as the Director and Heidi Schrader as the alternate, per Resolution No. 2023-31.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. Council Committees as of 07-14-23

CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS

Reviewed and Re-appointed/Re-designated 04-12-2023

Elsinore Valley Municipal Water District

Ashlee DePhillippo
Joseph Morabito

Meets on the second Monday of every other month at 8:00 a.m. at either their offices or City Hall (rotates every other month)

Intergovernmental Relations Subcommittee

Ashlee DePhillippo
Carlos Marquez

Meets as needed

Lake Elsinore Unified School District

Carlos Marquez
Ashlee DePhillippo

Meets on the first Monday quarterly during the school year at 4:30 p.m. at either LEUSD offices, City Hall, or via Zoom.

Franchise Subcommittee

Ashlee DePhillippo
Carlos Marquez

Meets as needed.

Finance Subcommittee

Bridgette Moore
Carlos Marquez

Meets as needed.

Community Services Subcommittee

Bridgette Moore
Carlos Marquez

Meets as needed.

Regional Homeless Task Force

Ashlee DePhillippo
Bridgette Moore

Meets as needed.

REGIONAL COMMITTEES, COMMISSIONS, BOARDS

Reviewed and Re-appointed/Re-designated 07-12-2023

League of California Cities

Joseph Morabito, Voting Delegate
Bridgette Moore, Alternate

Meets annually at the League Annual Conference.

PARSAC

Heidi Schrader, Director
Janet Morales, Alternate

Meets in May and December in Sacramento.

RCA

Joseph Morabito
Ashlee DePhillippo, Alternate

Western Riverside County Regional Conservation Authority

Meets the first Monday of each month (Jan., July & Sept. meets the second Monday) at 12:30 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

RCHCA

Joseph Morabito
Ashlee DePhillippo, Alternate

Riverside County Habitat Conservation Agency

Meets the third Thursday Quarterly at 11:30 a.m. at the WRCOG office, 3390 University Ave., Suite 200, Riverside.

RCTC

Joseph Morabito
Ashlee DePhillippo, Alternate

Riverside County Transportation Commission

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

RTA

Bridgette Moore
Joseph Morabito, Alternate

Riverside Transit Agency

Meets the fourth Thursday of each month at 3:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

SCAG

Joseph Morabito
Carlos Marquez, Alternate

Southern California Association of Governments

Meets annually in June of each year.

Southwest Community Financing Authority

Carlos Marquez
Bridgette Moore, Alternate

(Animal Shelter)

Meets as needed.

WCE

Dustin Nigg
Joseph Morabito, Alternate

Western Community Energy

The last meeting is on March 8, 2023.

WRCOG

Joseph Morabito
Ashlee DePhillippo, Alternate

Western Riverside Council of Governments

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: December 13, 2023

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Jan 2024
2. Illegal Dumping Fee - Marquez - TBD

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: December 13, 2023

SUBJECT: City Council/Cemetery District Minutes - August 9, 2023.

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 08-09-2023 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, AUGUST 9, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 5:00 PM | Regular Session 6:00 PM

CALL TO ORDER – CLOSED SESSION - 5:00 P.M.

Closed Session was called to order by Mayor Morabito at 5:00 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

No public comments.

CLOSED SESSION

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: City Manager.

2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.

Agency representative: Joseph MorabitoUnrepresented employee: City Manager

3. The City Council will meet in closed session pursuant to the provisions of Government code section 54956.9(d)(4) to confer with legal counsel with regard to one matter of potential initiation of litigation.

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:00 p.m. with all members present.

ANNOUNCEMENTS

City Attorney Jex stated there were no reportable actions.

ADJOURN CLOSED SESSION

There being no further business, Mayor Morabito adjourned the closed session at 6:00 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 Morabito at 6:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

FLAG SALUTE

The flag salute was led by Councilmember DePhillippo.

Mayor Morabito asked for a moment of silence in memory of CalFire Assistant Chief Josh Bischof, Fire Captain Tim Rodriguez and Pilot Tony Sousa.

PRESENTATIONS

1. Recognition of Lake Elsinore Unified School District Retirees

DEPARTMENT REPORTS

Police Department Update

Wildomar Library Quarterly Update

General Plan Update Progress Report #13

Code Enforcement Quarterly Update (4th Quarter FY 22/23)

Public Works/Engineering - Road Construction Updates

PUBLIC COMMENTS

Public Comments on Items not on the agenda were presented by the following individuals:
1. Dr. Mona Davies, Community Outreach Ministry

COUNCIL COMMUNICATIONS

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

1. 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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Bridgette Moore to approve Approve the agenda as presented.

Motion Approved: 4 - 0

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

1) CONSENT CALENDAR

Moved by Carlos Marquez; seconded by Bridgette Moore to approve Approve the Consent Calendar.

Motion Approved: 4 - 0

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

Voting Against: None
Abstain: None
Absent: Dustin Nigg

1.1) Reading of Ordinances

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

1.2) Minutes - July 12, 2023 - Regular Meeting

Approved the minutes as presented

1.3) Amended Minutes - June 14, 2023 - Regular Meeting

Approved the amended minutes as presented.

1.4) Amended Minutes - April 12, 2023 - Regular Meeting

Approved the amended minutes as presented.

1.5) Warrant Register July 2023

Approved the following:

For Fiscal Year 2022/20231.
Warrant Register dated 07-06-2023 in the amount of $33,426.88.2.
Warrant Register dated 07-13-2023 in the amount of $1,025,661.80.3.

Warrant Register dated 07-20-2023 in the amount of $289,707.79.4.
Warrant Register dated 07-27-2023 in the amount of $48,927.84.

For Fiscal Year 2022/20235.
Warrant Register dated 07-03-2023 in the amount of $89,825.6.
Warrant Register dated 07-06-2023 in the amount of $174,681.30.7.
Warrant Register dated 07-13-2023 in the amount of $3,136.82.8.
Warrant Registers dated 07-20-2023 in the amount of $1,852.79.9.
Warrant Register dated 07-27-2023 in the amount of $65,013.84.10.
Wire Transfer Register dated 07-31-2023 in the amount of $141,887.67.11.
Payroll Register dated 08-01-2023 in the amount of $266,171.82.

1.6) June 2023 Treasurers Report

Approved the Treasurer's Report for June 2023.

1.7) Ordinance No. 234 - 2nd Reading (ZOA 2023-03):

Adopted an Ordinance entitled:

ORDINANCE NO. 234
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, FINDING THAT ZONING ORDINANCE AMENDMENT NO. 2023-03 IS EXEMPT FROM CEQA REVIEW PURSUANT TO PUBLIC RESOURCE CODE SECTION 21080.17 AND APPROVING AN AMENDMENT TO CHAPTER 17.204 OF THE WILDOMAR MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS ZOA NO. 2023-03

1.8) Professional Services Agreement with Parsons Transportation Group for Engineering and Design Services for Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

1. As authorized by WMC Section 3.28, found that it would be advantageous to the City to dispense with the requirements of that code section regarding procurement of contracts for services over $50,000; and

2. Authorized the City Manager to execute a Professional Services Agreement in the amount of $370,000 with Parsons Transportation Group for engineering and design services for preparation of construction documents for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

1.9) Fourth Amendment to Design Professional Services Agreement with Mark Thomas Corporation for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1)

1. Authorized the City Manager to execute the Fourth Amendment to the Design Professional Services Agreement for additional engineering services for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1).

2. Approved a supplemental appropriation of $87,500 in Fund 201 Measure A for the Projects.

1.10) Professional Services Agreement for Enterprise Resource Planning (ERP) Software - General Business Permitting Modules with CivicPlus (CivicEngage)

Authorized the City Manager to execute the Master Services Agreement with CivicPlus, LLC.

1.11) Delegating Authority to the City Manager to Approve Administrative Policies

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 34
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DELEGATING AUTHORITY TO THE CITY MANAGER OR HIS DESIGNEE TO APPROVE ADMINISTRATIVE POLICIES

1.12) Annexation No. 5, into Community Facilities District No. 2022-1 (Services) for Avalino (TR 31896)

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 35
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 5) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREI

1.13) Annexation No. 6, Phase 1, into Community Facilities District No. 2022-1 (Services) for Tres Lagos Apartments (LLA 2022-004)

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 36
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 6) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.14) Establishment of Community Facilities District No. 2023-1 (Avalino)

Adopted the following Resolutions:

RESOLUTION NO. 2023 - 37
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

And

RESOLUTION NO. 2023 - 38
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $15,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

1.15) Tres Lagos Affordability Covenant and Subordination Agreement

Approved and authorized the City Manager to sign the Affordability Covenant and Subordination Agreements regarding the Tres Lagos affordable housing project in substantially the same form as included

in the agenda packet and authorized the City Manager to make modest adjustments as necessary.

1.16) Land and Water Conservation Fund Grant Application for the 27-Acre Park Project

Adopted a Resolution entitled:

RESOLUTION 2023 - 39
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND 27-ACRE PARK PROJECT

1.17) Software purchase for Placer.ai Analytics Reporting Platform?

Authorized the City Manager to execute the Order Form with Placer Labs, Inc. for Placer.ai software.

1.18) Professional Services Agreement with TKE Engineering for Engineering and Design Services for the Clinton Keith Rd. Widening Project (CIP 025-1)

Authorized the City Manager to execute a Professional Services Agreement in the amount of $500,000 with TKE Engineering for engineering and design services for the Clinton Keith Rd. Widening Project (CIP 025-1).

2) PUBLIC HEARINGS

None scheduled.

Council Member Nigg arrived at 6:54 p.m.

3) GENERAL BUSINESS

3.1) Purchase of commercial property occupied by City Hall located at 23873 Clinton Keith Road and identified as Assessor Parcel Number APN 380-240-048-3 from CFT NV Development, LLC

City Manager York presented the staff report.

Moved by Bridgette Moore; seconded by Dustin Nigg to (1) Authorize the City Manager to sign the Purchase and Sale Agreement and all ancillary agreements and documents related to the purchase of commercial property occupied by City Hall located at 23873 Clinton Keith Road and identified as Assessor Parcel Number APN 380-240-048-3 from CFT NV Development, LLC.

(2) Adopt a Resolution entitled:

RESOLUTION NO. 2023 - 40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER RELATED DOCUMENTS FOR REAL PROPERTY LOCATED AT 23873 CLINTON KEITH ROAD APN 380-240-048-3

(3) Find that the approval of the Purchase and Sale Agreement and proposed purchase of the property will not have an impact on the environment and is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

Motion Approved: 5 - 0

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

3.2) SB 329 Adjustment in Council Compensation

City Attorney Jex presented the staff report.

Andy Morris, resident, provided public comment in favor of the item.

Moved by Dustin Nigg; seconded by Bridgette Moore to Discussed and provided direction to staff to bring back an Ordinance amendment adjusting the City Council compensation to $1,200 per month per SB329.

Motion Approved: 5 - 0

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

3.3) Multi-Family Residential Design Standards & Guidelines - Amendment #1

Associate Planner Lachgar presented the staff report.

Moved by Bridgette Moore; seconded by Carlos Marquez to Adopt a Resolution entitled:

RESOLUTION NO. 2023 - 41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF WILDOMAR

MULTI-FAMILY OBJECTIVE DESIGN STANDARDS AND GUIDELINES DOCUMENT FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECTS

Motion Approved: 5 - 0

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

3.4) Wildomar Community and Parks Foundation Community Event Partnership Memorandum of Understanding (MOU)

Mayor Pro Tem Moore recused herself due to a conflict of interest.

Community Services Director Torres presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to Authorize the City Manager to sign the MOU with Wildomar Community and Parks Foundation dependent that the non-profit organization fulfills all requirements.

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

Future Agenda Items

No future agenda items were added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, the Mayor adjourned the City Council Meeting at 7:52 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

Chair Morabito called the Regular Wildomar Cemetery District Meeting to order at 7:52 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

No public comments.

BOARD COMMUNICATIONS

No Board Communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Dustin Nigg to approve Approve the agenda as presented.

Motion Approved: 5 - 0

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

4) CEMETERY CONSENT CALENDAR

Moved by Bridgette Moore; seconded by Dustin Nigg to approve Approve the Cemetery Consent Calendar.

Motion Approved: 5 - 0

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

4.1) Cemetery Minutes - July 12 2023 - Regular Meeting

Approved the minutes as presented.

4.2) Amended Minutes - February 8, 2023 - Regular Meeting

Approved the amended minutes as presented.

4.3) Warrant Register Cemetery July 2023

Approved the following:

For Fiscal Year 2022/20231.
Warrant Register dated 07-13-2023 in the amount of $2,560.38.2.
Warrant Register dated 07-20-2023 in the amount of $53.93.3.
Warrant Register dated 07-27-2023 in the amount of $4,620.68.

For Fiscal Year 2023/20241.
Warrant Register dated 07-03-2023 in the amount of $19,919.2.
Warrant Register dated 07-13-2023 in the amount of $591.21.3.
Warrant Register dated 07-20-2023 in the amount of $61.95.4.
Warrant Register dated 07-27-2023 in the amount of $283.32.

4.4) June 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for June 2023.

5) CEMETERY PUBLIC HEARINGS

None scheduled.

6) CEMETERY GENERAL BUSINESS

None scheduled.

GENERAL MANAGER REPORT

No report presented.

FUTURE AGENDA ITEMS

No future agenda items were added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the Regular Wildomar Cemetery District Meeting at 7:53 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: December 13, 2023

SUBJECT: Warrant Register Cemetery November 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2023/2024
Warrant Register dated 11-09-2023 in the amount of $166.09.
Warrant Register dated 11-16-2023 in the amount of $75.00.
Warrant Register dated 10-22-2023 in the amount of $3,783.37.

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 and 2023/24 Budget.

ATTACHMENTS:
Warrant Reg CEM Nov 2023 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217383	11/9/2023	000790 SPARKLETTS	110423		CEMETERY DRINKING WATER THROUGH 11/04/23	57.95
					Total :	**57.95**
217384	11/9/2023	001720 STERICYCLE, INC	8005096447B		CONTRACTUAL SHREDDING SVC	108.14
					Total :	**108.14**
2	**Vouchers for bank code :**	wf			**Bank total :**	**166.09**
2	**Vouchers in this report**				**Total vouchers :**	**166.09**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217416	11/16/2023	002082 MAIN SAIL PEST CONTROL	53814		PEST CONTROL SERVICES	75.00
					Total :	**75.00**

1 Vouchers for bank code : wf **Bank total : 75.00**

1 Vouchers in this report **Total vouchers : 75.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217448	11/22/2023	001544 BROWN FAMILY SERVICES	2051		CEMETERY BACKHOE MISC REPAIR	630.03
					Total :	**630.03**
217449	11/22/2023	000477 CALIFORNIA ASSOC. OF PUBLIC, CEMET	13258		CORPORATE MEMBERSHIP DUES 2024	67.00
					Total :	**67.00**
217450	11/22/2023	000367 CINTAS CORPORATION	4173985631		STAFF UNIFORM & TOWEL MAINTENANCE	139.74
					Total :	**139.74**
217451	11/22/2023	000367 CINTAS CORPORATION	4172441914		STAFF UNIFORM & TOWEL MAINTENANCE	125.06
			4173147868		STAFF UNIFORM & TOWEL MAINTENANCE	139.74
					Total :	**264.80**
217452	11/22/2023	001338 DEANZA TERMITE & PEST CONTROL, INC	638074B		PEST CONTROL CEMETERY (11/13/23)	27.50
					Total :	**27.50**
217453	11/22/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12642988		09/18/23-10/17/23 CEMETERY WATER SERVICE	1,717.80
					Total :	**1,717.80**
217454	11/22/2023	000186 RIGHTWAY	361133		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	449.55
					Total :	**449.55**
217455	11/22/2023	000094 STAUFFERS LAWN EQUIPMENT	342689		EQUIPMENT MAINTENANCE REPAIR	33.70
			342690		EQUIPMENT MAINTENANCE REPAIR	288.67
					Total :	**322.37**
217456	11/22/2023	001258 SUNBELT RENTALS, INC.	146413386		CEMETERY EQUIPMENT RENTAL	76.62
			1467731-0001		CEMETERY EQUIPMENT RENTAL	87.96
					Total :	**164.58**

9 Vouchers for bank code : wf **Bank total :** **3,783.37**

9 Vouchers in this report **Total vouchers :** **3,783.37**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: December 13, 2023

SUBJECT: October 2023 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for October 2023.

SUMMARY:
October 2023 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of October 2023.

FISCAL IMPACT:
This is only a report of balances for the Cemetery, therefore it has no fiscal impact.

ACCOUNT CODE:
300-1011
301-1011

ATTACHMENTS:
October 2023 Cemetery Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2023

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 410,649.31	$ 410,649.31	$ 410,649.31	28.91%	0	5.56%
300	CAMP MANAGED ACCOUNT	$ 1,019,585.04	$ 1,019,585.04	$ 1,009,556.92	71.09%	763	Variable
	TOTAL	$ 1,430,234.35	$ 1,430,234.35	$ 1,420,206.23	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 409,295.58	$ -	$ 1,353.73	$ -	$ 410,649.31	5.56%
300	CAMP MANAGED ACCOUNT	$ 1,017,440.26	$ -	$ 2,144.78	$ -	$ 1,019,585.04	Variable
	TOTAL	$ 1,426,735.84	$ -	$ 3,498.51	$ -	$ 1,430,234.35	

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

11/20/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 5.1
Meeting Date: December 13, 2023

SUBJECT: Conduct a Public Hearing and consider a Resolution ordering the dedication of Right of Way to the City of Wildomar for the Palomar Street Improvement Project

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

ACTION:
Conduct a Public Hearing to consider the dedication of right of way to the City of Wildomar for the Palomar Street Improvement Project and adopt the following Resolution:

RESOLUTION NO. WCD2023 -____
A RESOLUTION OF THE BOAD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT ORDERING THE DEDICATION OF RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES

SUMMARY:
The City of Wildomar's Palomar Street Widening, Phase 2, Project from Wildomar Trail to Gruwell Street (CIP 028-2) requires right-of-way acquisition from adjacent property owners. Right-of-way from the Wildomar Cemetery District (District) is required. The District Board of Trustees is required by the California Health and Safety Code to hold a Public Hearing and adopt a Resolution ordering the dedication of right of way to the City of Wildomar.

BACKGROUND:
Included in the City of Wildomar's (City) 5-Year Capital Improvement Program (CIP) is the widening and improvement of Palomar Street from Wildomar Trail to Gruwell Street (CIP 028-2). Included in the same project design and construction are the Phase 1 improvements to the Wildomar Cemetery and the improvement of Gruwell Street along the Cemetery frontage (CIP 067-1). Attachment A includes the Capital Improvement Project Detail Sheets for both projects which are being designed together and are planned to be constructed together (Projects). The Projects are programmed in the City's FY 23/24 and 24/25 budgets. Right-of-way acquisition from properties along Palomar Street is required to complete the Projects.

DISCUSSION:
Project design and the preparation of construction plans are continuing and are scheduled for completion in early 2024. Right-of-way acquisition for the street widening is nearing completion. One of the parcels remaining to be acquired is a three-foot wide strip along the Wildomar Cemetery. This right of way is required to complete the street and cemetery improvements in front of the Cemetery which consist of travel lanes, a bicycle lane, a twelve-foot multi-purpose trail, and a four-foot landscaped area in front of the new cemetery fence and wall. Dedication of the required right of way by the Cemetery District must conform to the regulations of the California Health and Safety Code. The initial step in the process was for the District Board of Trustees to adopt a Resolution of Intention to dedicate the right of way to the City of Wildomar. This step was completed with the adoption of Resolution No. WCD2023-04 at its November 8, 2023, meeting. This Resolution also established the date of the required public hearing as December 13, 2023. Once approved, the attached proposed resolution will complete the process and allow the Cemetery District to dedicate the right of way to the City of Wildomar by recordation of an easement deed.

FISCAL IMPACT:
The project was approved by the City of Wildomar City Council as part of the 5-Year CIP. There is no District funding required for this action. The dedication of right-of-way to the City will be at no cost to the City, subject to the City's obligation to improve the right-of-way pursuant to a road widening project, including curb and gutters, at no cost to the District.

ATTACHMENTS:
Resolution
A - CIP Project Detail Sheets

RESOLUTION NO. -___

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT ORDERING THE DEDICATION OF RIGHT-OF-WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES

WHEREAS, the Wildomar Cemetery District ("District") owns certain parcels of real property (APN 376-060-012) that abut Palomar Road in the City of Wildomar ("City"), County of Riverside, State of California (the "Property");

WHEREAS, the City is pursuing its Palomar Street Widening Phase 2 Project, the completion of which requires dedication of right-of-way over a portion of the Property, which is described and depicted in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, the provisions of the Public Cemetery District Law, California Health and Safety Code §§ 9000 et seq., authorizes a cemetery district to dedicate real property or an interest in real property owned by the district to another public agency for use as roads or utility rights-of-way;

WHEREAS, pursuant to California Health and Safety Code § 9056, the Board of Trustees adopted a resolution of intention describing the proposed dedication, making specified findings, and setting a public hearing for December 13, 2023, to consider the proposed dedication and to hear from all interested parties in the matter;

WHEREAS, notice of said hearing was duly published in accordance with California Health and Safety Code § 9056 and California Government Code § 6061; and

WHEREAS, on December 13, 2023, the Board of Directors opened and conducted the public hearing allowing all interested parties an opportunity to speak.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, HAVING CONSIDERED AND BEEN FULLY ADVISED IN THE MATTER AND GOOD CAUSE APPEARING THEREFORE, DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The recitals set forth above are true and correct, and are incorporated herein as a substantive part of this Resolution.

SECTION 2. Real Property Description. The interest in real property proposed to be dedicated to the City (the "Right-of-way") is described and depicted with particularity in Exhibit A, attached hereto and made a part hereof by this reference.

SECTION 3. Terms and Conditions. The dedication of right-of-way to the City shall be at no cost to the City, subject to the City's obligation to improve the right-of-way pursuant to a road widening project, including curb and gutters, at no cost to the District.

SECTION 4. Dedication. The Board of Trustees hereby approves and orders the dedication of the Right-of-way and authorizes and directs the City Manager, in his capacity as Executive Director of the District, to execute and deliver to the City for recordation in the official records of the County of Riverside, a deed of dedication in substantially the form attached hereto as Exhibit "B," and incorporated herein by this reference.

SECTION 5. Certification. The Secretary to the Board of Trustees shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this __ day of _____, 2023.

_____
JOSEPH MORABITO, CHAIR

ATTEST:

_____
JANET MORALES, CMC, SECRETARY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF WILDOMAR)

I, Janet Morales, CMC, Secretary of the Wildomar Cemetery District, do hereby certify that the foregoing Resolution No. _____ was duly adopted by the Board of Trustees of the Wildomar Cemetery District at a regular meeting thereof, held on the __ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
JANET MORALES, CMC, SECRETARY

EXHIBIT A
Legal Description and Depiction

EXHIBIT "A-13"
LEGAL DESCRIPTION
PERMANENT ROADWAY EASEMENT
PA-13

THAT PORTION OF LOT 27, IN BLOCK "L" OF ELSINORE, RANCHO LA LAGUNA, AS SHOWN BY THE MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, OF RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 28, 1947 IN BOOK 874, AT PAGE 168 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, AND AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 117 OF RECORDS OF SURVEY AT PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF LAST SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE WESTERLY CORNER OF SAID LOT 27, SAID CORNER BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRUWELL STREET, HAVING A 30.00 FOOT SOUTHEASTERLY HALF-WIDTH, WITH THE NORTHEASTERLY LINE OF PALOMAR STREET, HAVING A 30.00 FOOT NORTHEASTERLY HALF-WIDTH, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 37°12'59" WEST, 8.62 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 07°54'17" EAST, 7.95 FEET TO A LINE LYING 3.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 52°54'14" EAST, 289.37 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID QUITCLAIM DEED;

THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 37°05'46" WEST, 3.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PALOMAR STREET;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 52°54'14" WEST, 295.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 901 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE AND GRUWELL STREET, BEING NORTH 52°54'14" WEST, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

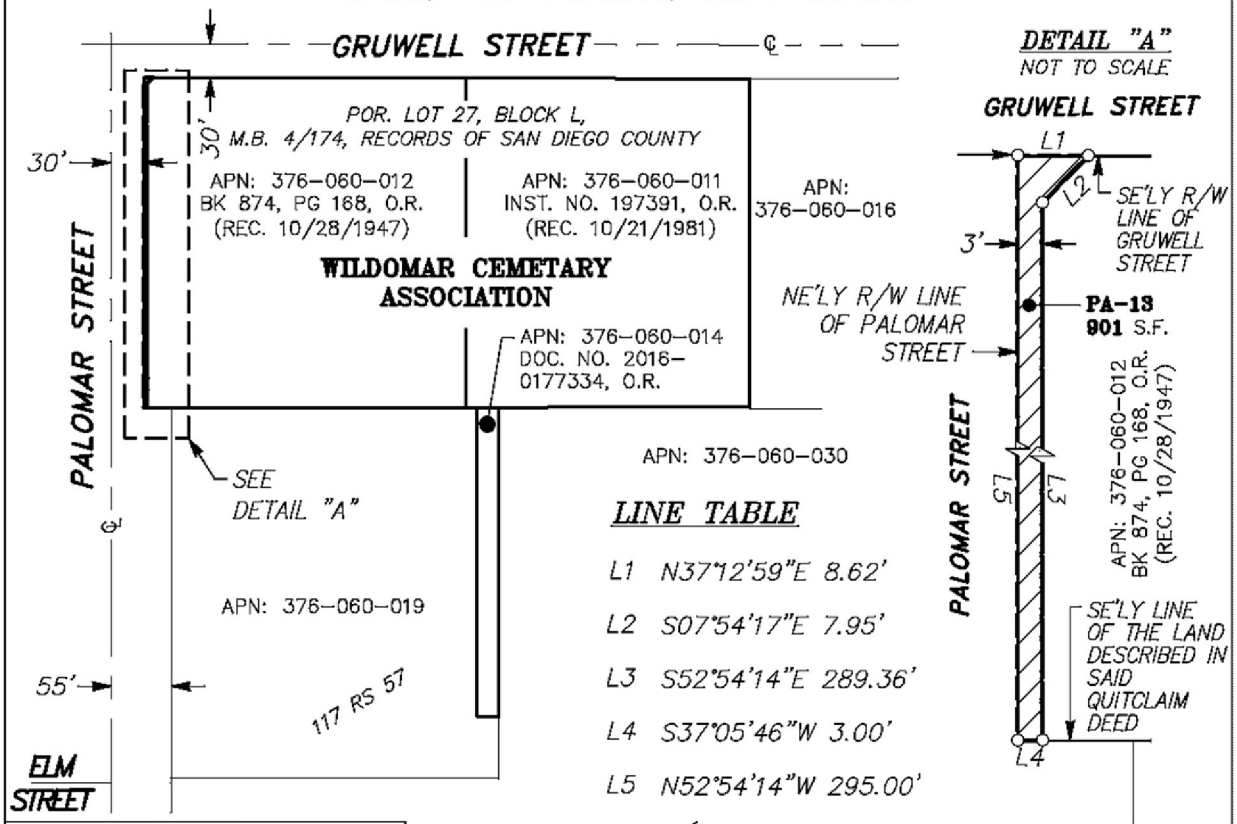
THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED **EXHIBIT "B-13"** HAS BEEN PREPARED AT MARK THOMAS BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

BYRON J. CAZAR, L.S. 9337



12/20/2022
DATE

THAT PORTION OF THE LAND DESCRIBED IN LOT 27 OF BLOCK L OF ELSINORE, AS SHOWN BY MAP FILED IN BOOK 4 OF MAPS, AT PAGE 174, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY. IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



LINE TABLE

L1	N37°12'59"E 8.62'
L2	S07°54'17"E 7.95'
L3	S52°54'14"E 289.36'
L4	S37°05'46"W 3.00'
L5	N52°54'14"W 295.00'

LEGEND

	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	TIE LINE
APN	ASSESSOR'S PARCEL NUMBER
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
○	DIMENSION POINT

NOTES

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE & GRUWELL STREET, BEING NORTH 52°54'14" WEST, PER RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

LICENSED LAND SURVEYOR
BYRON J. CAZAR
No. 9337
STATE OF CALIFORNIA



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION

MARK THOMAS					
	12/20/2022	1	GCP	1	1

EXHIBIT B
Easement Deed

Certificate of Acceptance of Easement
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed dated _____, from _____ to the CITY OF WILDOMAR, a municipal corporation, is hereby accepted for the dedicated purposes by the undersigned officer on behalf of the City Council pursuant to the authority contained in City Municipal Code Section 12.04 and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____
City of Wildomar

By: _____
Jason Farag
Public Works Director

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

Projects Name: _____
Project No. _____
Address: _____
APN: 376-060-012

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **WILDOMAR CEMETERY DISTRICT**, a California public district, hereinafter referred to as "Grantor", hereby grants and conveys to the **CITY OF WILDOMAR**, a municipal corporation, hereinafter referred to as "Grantee", its successors and assigns, a perpetual non-exclusive easement for street, utility and drainage purposes including but not limited to, construction, installation, use, repair, reconstruction, inspection, operation, maintenance and all appurtenant works including ingress and egress thereto, over, upon, under and across that real property situated in the City of Wildomar, County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof, hereinafter referred to as "Easement Area".

Grantor and Grantor's successors and assigns, shall have all rights and privileges as may be used and enjoyed without interfering with the use of the Easement.

This instrument shall be binding upon and inure to the benefit of the successor and assigns of the Grantor.

Assessor Parcel Number: 376-060-012

Executed this _____ day of _____, 2023

GRANTOR:

By: WILDOMAR CEMETERY DISTRICT

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

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)
) ss.
COUNTY OF _____)

On _____, 201__, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

EXHIBIT "A-13"

LEGAL DESCRIPTION

PERMANENT ROADWAY EASEMENT

PA-13

THAT PORTION OF LOT 27, IN BLOCK "I" OF ELSINORE RANCHO LA LAGUNA, AS

Legal Description and Depiction

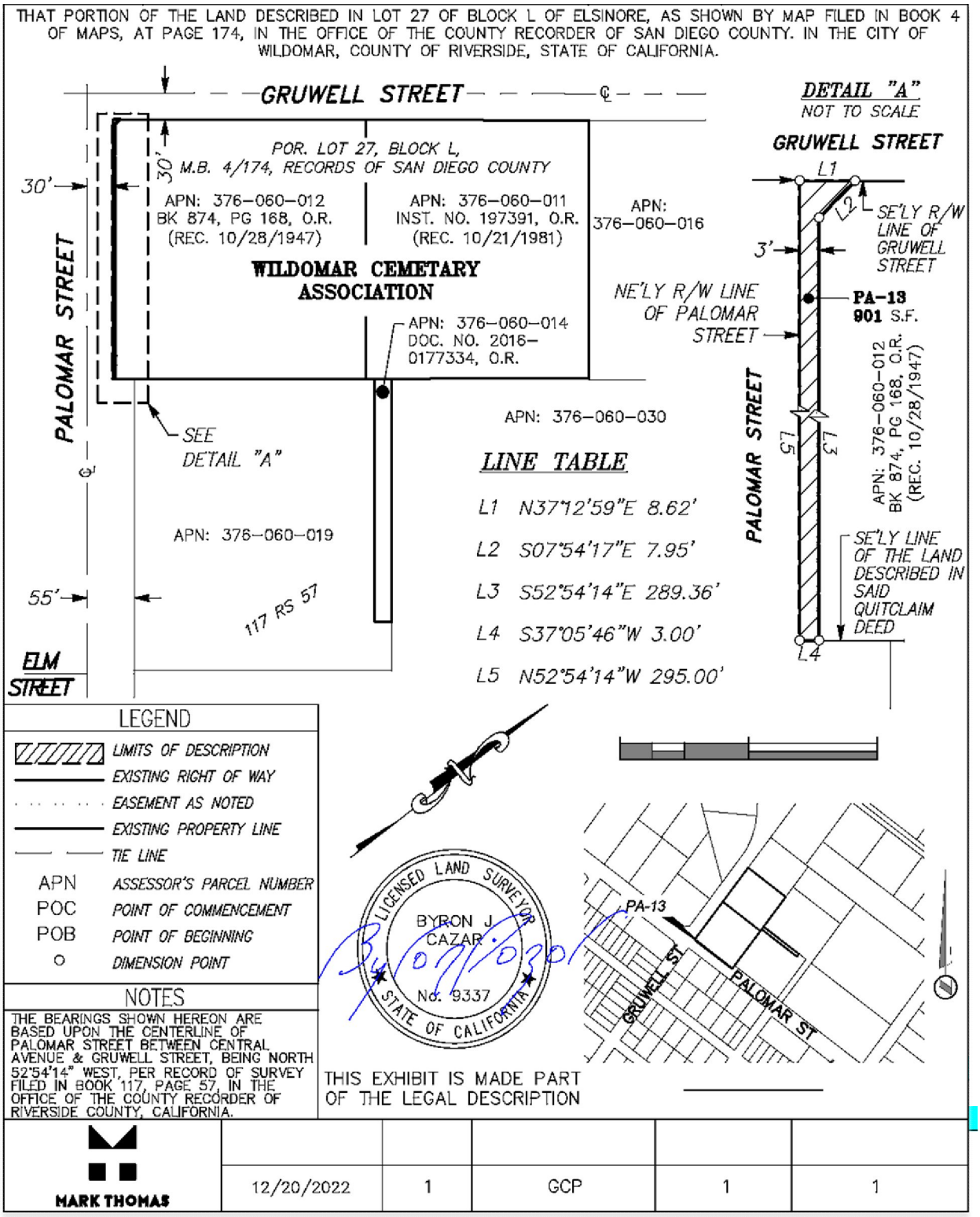
THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED **EXHIBIT "B-13"** HAS BEEN PREPARED AT MARK THOMAS BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

BYRON J. CAZAR, L.S. 9337



12/20/2022
DATE

EXHIBIT B


THAT PORTION OF THE LAND DESCRIBED IN LOT 27 OF BLOCK L OF ELSINORE, AS SHOWN BY MAP FILED IN BOOK 4 OF MAPS, AT PAGE 174, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY. IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
GRUWELL STREET
POR. LOT 27, BLOCK L, M.B. 4/174, RECORDS OF SAN DIEGO COUNTY
APN: 376-060-012 BK 874, PG 168, O.R. (REC. 10/28/1947)
APN: 376-060-011 INST. NO. 197391, O.R. (REC. 10/21/1981)
APN: 376-060-016
WILDOMAR CEMETARY ASSOCIATION
APN: 376-060-014 DOC. NO. 2016-0177334, O.R.
APN: 376-060-030
APN: 376-060-019
PALOMAR STREET
30'
SEE DETAIL "A"
55'
117 RS 57
ELM STREET
DETAIL "A"
NOT TO SCALE
GRUWELL STREET
L1
L2
SE'LY R/W LINE OF GRUWELL STREET
3'
NE'LY R/W LINE OF PALOMAR STREET
PA-13
901 S.F.
PALOMAR STREET
L5
L3
APN: 376-060-012 BK 874, PG 168, O.R. (REC. 10/28/1947)
SE'LY LINE OF THE LAND DESCRIBED IN SAID QUITCLAIM DEED
L4
LINE TABLE
L1 N37°12'59"E 8.62'
L2 S07°54'17"E 7.95'
L3 S52°54'14"E 289.36'
L4 S37°05'46"W 3.00'
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LEGEND
LIMITS OF DESCRIPTION
EXISTING RIGHT OF WAY
EASEMENT AS NOTED
EXISTING PROPERTY LINE
TIE LINE
APN ASSESSOR'S PARCEL NUMBER
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
DIMENSION POINT
NOTES
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE & GRUWELL STREET, BEING NORTH 52°54'14" WEST, PER RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.
LICENSED LAND SURVEYOR
BYRON J. CAZAR
No. 9337
STATE OF CALIFORNIA
PA-13
GRUWELL ST
PALOMAR ST
THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION
MARK THOMAS
12/20/2022
1
GCP
1
1

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Palomar St. Widening Project (Phase 2)**	**CIP NO.:**	028-2	**DEPT:**	Public Works
LOCATION:	Gruwell St. to Wildomar Trail	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Phase 2 of the Palomar St. Widening Project will widen Palomar St. between Gruwell St. to Wildomar Trail. This project will be designed and constructed concurrently with Phase 1 of the Cemetery Master Plan improvements (see CIP 067-1 for details and additional funding). Improvements on Palomar St. will include the addition of new vehicle lanes to widen the road from two lanes to four lanes, bike lanes, sidewalks, and multi-purpose trails. Design of the project will also take into account the Wildomar Old Town Vision located at the northeast corner of Wildomar Trail and Palomar St. The project will also include improvements to Gruwell St. along the frontage of the cemetery, including roadway widening, bike lanes, curb, gutter, and a pedestrian path (sidewalk and/or trail).



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	51,000				51,000	-	-	-	-
Right-of-Way	180,000				180,000	-	-	-	-
Construction	4,800,000				3,860,000	940,000	-	-	-
Const Admin/Inspect.	218,000				208,000	10,000	-	-	-
Total Cost:	**$ 5,249,000**				**$ 4,299,000**	**$ 950,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
503 - TUMF	$ 3,935,750				$ 3,113,250	$ 822,500	$ -	$ -	$ -
120 - Measure AA	730,750				730,750	-	-	-	-
201 - Measure A	150,000				22,500	127,500	-	-	-
203 - TDA Fund	432,500				432,500	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Phase 1 Cemetery Improvements**	**CIP NO.:**	067-1	**DEPT:**	Public Works
LOCATION:	Wildomar Cemetery (Gruwell and Palomar)	**CATEGORY:**	Cemetery	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Design and Construction of Phase 1 Improvements consisting of:
- Americans with Disabilities Act (ADA) Improvements
- Removal and construction of new cemetery walls and gates.
- Landscaping on street side of the walls.

Note: This project will be designed concurrently with CIP 028-2 (Palomar St. Widening along the cemetery frontage). See CIP 028-2 for details.







PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	10,000				10,000	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	715,000				635,000	80,000	-	-	-
Const Admin/Inspect.	57,000				55,000	2,000	-	-	-
Total Cost:	**$ 782,000**				**$ 700,000**	**$ 82,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
302 - Cemetery CIP	$ 782,000				$ 700,000	$ 82,000	$ -	$ -	$ -
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

VEHICLE CODE

Section 22710

22710. (a) A service authority for the abatement of abandoned vehicles may be established, and a one dollar ($1) vehicle registration fee imposed, in a county if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county have adopted resolutions providing for the establishment of the authority and imposition of the fee. The membership of the authority shall be determined by concurrence of the board of supervisors and a majority vote of the majority of the cities within the county having a majority of the incorporated population.

(b) The authority may contract and may undertake any act convenient or necessary to carry out a law relating to the authority. The authority shall be staffed by existing personnel of the city, county, or county transportation commission.

(c) (1) Notwithstanding any other provision of law, a service authority may adopt an ordinance establishing procedures for the abatement, removal, and disposal, as a public nuisance, of an abandoned, wrecked, dismantled, or inoperative vehicle or part of the vehicle from private or public property; and for the recovery, pursuant to Section 25845 or 38773.5 of the Government Code, or assumption by the service authority, of costs associated with the enforcement of the ordinance. Cost recovery shall only be undertaken by an entity that may be a county or city or the department, pursuant to contract with the service authority as provided in this section.

(2) (A) The money received by an authority pursuant to Section 9250.7 and this section shall be used only for the abatement, removal, or the disposal as a public nuisance of any abandoned, wrecked, dismantled, or inoperative vehicle or part of the vehicle from private or public property. The money received shall not be used to offset the costs of vehicles towed under authorities other than an ordinance adopted pursuant to paragraph (1) or when costs are recovered under Section 22850.5.

(B) The money received by a service authority pursuant to Section 9250.7 and this section that are unexpended in a fiscal year may be carried forward by the service authority for the abandoned vehicle abatement program in the following fiscal year as agreed upon by the service authority and its member agencies.

(d) (1) An abandoned vehicle abatement program and plan of a service authority shall be implemented only with the approval of the county and a majority of the cities having a majority of the incorporated population.

(2) (A) The department shall provide guidelines for an abandoned vehicle abatement program. An authority's abandoned vehicle abatement plan and program shall be consistent with those guidelines, and shall provide for, but not be limited to,

an estimate of the number of abandoned vehicles, a disposal and enforcement strategy including contractual agreements, and appropriate fiscal controls.

(B) The department's guidelines provided pursuant to this paragraph shall include, but not be limited to, requiring each service authority receiving funds from the Abandoned Vehicle Trust Fund to report to the Controller on an annual basis pursuant to subdivision (c) of Section 9250.7, in a manner prescribed by the department, and pursuant to an approved abandoned vehicle abatement program.

(C) A service authority may carry out an abandoned vehicle abatement from a public property after providing a notice as specified by the local ordinance adopted pursuant to Section 22660 of the jurisdiction in which the abandoned vehicle is located and that notice has expired.

(3) After a plan has been approved pursuant to paragraph (1), the service authority shall, not later than August 1 of the year in which the plan was approved, submit it to the department for review, and the department shall, not later than October 1 of that same year, either approve the plan as submitted or make recommendations for revision. After the plan has received the department's approval as being consistent with the department's guidelines, the service authority shall submit it to the Controller.

(4) Except as provided in subdivision (e), the Controller shall not make an allocation for a fiscal year, commencing on July 1 following the Controller's determination to suspend a service authority when a service authority has failed to comply with the provisions set forth in Section 9250.7.

(5) A governmental agency shall not receive funds from a service authority for the abatement of abandoned vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted an annual report to the service authority stating the manner in which the funds were expended, and the number of vehicles abated. The governmental agency shall receive that percentage of the total funds collected by the service authority that is equal to its share of the formula calculated pursuant to paragraph (6).

(6) Each service authority shall calculate a formula for apportioning funds to each governmental agency that receives funds from the service authority and submit that formula to the Controller with the annual report required pursuant to paragraph (2). The formula shall apportion 50 percent of the funds received by the service authority to a governmental agency based on the percentage of vehicles abated by that governmental agency of the total number of abandoned vehicles abated by all member agencies, and 50 percent based on population and geographic area, as determined by the service authority. When the formula is first submitted to the Controller, and each time the formula is revised thereafter, the service authority shall include a detailed explanation of how the service authority determined the apportionment between per capita abatements and service area.

(7) Notwithstanding any other provision of this subdivision, the Controller may allocate to the service authority in the County of Humboldt the net amount of the abandoned vehicle abatement funds received from the fee imposed by that authority, as described in subdivision (b) of Section 9250.7, for calendar years 2000 and 2001.

(e) A plan that has been submitted to the Controller pursuant to subdivision (d) may be revised pursuant to the procedure prescribed in that subdivision, including compliance with any dates described therein for submission to the department and the Controller, respectively, in the year in which the revisions are proposed by the service authority. Compliance with that procedure shall only be required if the revisions are substantial.

(f) For purposes of this section, "abandoned vehicle abatement" means the removal of a vehicle from public or private property by towing or any other means after the vehicle has been marked as abandoned by an official of a governmental agency that is a member of the service authority.

(g) A service authority shall cease to exist on the date that all revenues received by the authority pursuant to this section and Section 9250.7 have been expended.

(h) In the event of a conflict with other provisions of law, this section shall govern the disbursement of money collected pursuant to this section and from the Abandoned Vehicle Trust Fund for the implementation of the abandoned vehicle abatement program.

(Amended by Stats. 2007, Ch. 389, Sec. 2. Effective January 1, 2008.)