CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, JULY 12, 2023
Closed Session: 5:00 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 - 5:00 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION

RECOMMENDATION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Property: 23873 Clinton Keith Road, Wildomar, CA 92595, identified as APN 380-240-048
Agency negotiators: Dan York
Negotiating parties: CFT NV Developments, LLC
Under negotiation: Instruction regarding price and terms of payment.

2. 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.

3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Project: Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) Right-of-Way Acquisition
Properties: See table below
Agency negotiator: Dan York, City Manager
Negotiating parties: See table below
Under negotiation: Instruction regarding price and terms of payment.

APN	PROPERTY OWNER	PROPERTY ADDRESS

366-320-053 (Came From 366-320-048) / 366-320-054 (Came From 366-320-028)	Bundy Canyon 38	- Vacant property at northwest corner of Tulip Ln./Bundy Canyon Rd. - Vacant property about 1050' east of Oak Canyon Dr., south of Bundy Canyon Rd.
367-250-007	23263 Bundy Canyon Road LLC	23263 Bundy Canyon Road
367-320-045, 012 366-320-008, 366-310-006	Western Riverside County RCA	- Vacant property north of Oak Circle Dr./Bundy Canyon Rd. - Vacant property south of Raciti Dr./Bundy Canyon Rd.
366-320-006	John Chung Hwe Park and Moon Hwa Park	23690 Bundy Canyon Road
362-090-026 (Came from 362-090-004)	Ambient Pacific	Vacant property northwest of The Farm Rd./Bundy Canyon Rd.
367-250-017	Bundy Canyon 145 LLC	23263 Bundy Canyon Road
366-320-051 (Came from 366-320-044)	Jack and Claudia La Greca, Trustees	23200 Bundy Canyon Road
367-250-016 (Came from 367-250-001)	Dennis and Louise Wolfe	23260 Bundy Canyon Road
367-250-018 (Came from 367-250-015)	L & P Walker Family Trust	23411 Bundy Canyon Road
367-270-021	Casa De Adoracion Y Gloria	23510 Bundy Canyon Road
367-270-030	Bundy Canyon Christian School	23541 Bundy Canyon Road
366-320-050 (Came from 366-320-022)	Nida G. Smith and Mark L. Smith	33769 Raciti Road
366-320-052 (Came from 366-320-011)	Leonardo Beltran	23659 Bundy Canyon Road
366-320-049 (Came from 366-320-010)	Marsha Cook, Trustee	23749 Bundy Canyon Road
366-320-046	Ortega Trail Recreation Park Dist	Vacant property east of 23742 Bundy Canyon Rd.
366-320-041	Jodi Sadlon	Vacant property northwest of Chico Hills Rd./Bundy Canyon Rd.

366-310-034 (Came from 366-310-015)	Dien Da Dinh and Hoa Vinh Thi Le	Vacant property northeast of Chico Hills Rd./Bundy Canyon Rd.
362-211-003	Balchak	24021 Wheatfield Circle
362-211-004	Albert & Gina Lopez	24000 Wheatfield Circle
362-211-005	Deana Rene Kunz	24010 Wheatfield Circle
362-211-029	The Farm HOA	233430 Harvest Way
362-211-023	Alvardado	33371 Barley Lane
362-211-024	Guy Wiltshire & Claudia Salzer	33361 Barley Lane
362-211-030	The Farm HOA	33430 Harvest Way
362-090-025 (Came from 362-090-001)	Norman Busch, Trustee	24240 Bundy Canyon Road

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
Proclamation: Parks Make Life Better Month
Proclamation: Employee Retirement - Tina Roney

DEPARTMENT REPORTS
No reports scheduled.

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

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 Minutes - June 14, 2023 - Regular Meeting

RECOMMENDATION:
Approve the minutes as presented.

1.3 Warrant Register June 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 06-01-2023 in the amount of $213,067.66.
2. Warrant Register dated 06-08-2023 in the amount of $1,400,044.79.
3. Warrant Register dated 06-15-2023 in the amount of $1,129,250.27.
4. Warrant Register dated 06-22-2023 in the amount of $1,759,346.20.
5. Warrant Register dated 06-29-2023 in the amount of $569,138.11.
6. Wire Transfer Register dated 06-30-2023 in the amount of $2,087,815.26.
7. Payroll Register dated 07-01-2023 in the amount of $213,016.90.

1.4 May 2023 City Treasurers Report
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the Treasurer's Report for May 2023.

1.5 Bingo Ordinance Amendment - 2nd Reading
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:
Approve the 2nd reading of an Ordinance entitled:

ORDINANCE NO. 233
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ORDINANCE AMENDMENT NO. 233 TO AMEND CHAPTER 5.04 (BINGO) OF WILDOMAR MUNICIPAL CODE

1.6 Professional Services Agreement for Enterprise Resource Planning Software (ERP) - Finance/Human Resources Modules with Oracle America, Inc. for Oracle NetSuite for Government
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Authorize the City Manager to execute the Master Agreement, Ordering Document, and Professional Services Ordering Document with Oracle America, Inc. and to make necessary budget adjustments, appropriations and transfers related to this Master Agreement for the implementation and software subscription of the NetSuite for Government ERP program.

1.7 Volunteer Program Policy
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Approve the Volunteer Program Policy

1.8 Tres Lagos Apartments Phase 1 - Precise Grading Agreement, Stormwater Management/BMP Facilities Agreement (Privately Maintained), Stormwater Management/BMP Facilities Agreement (CFD Maintained), Onsite and Offsite Improvement Agreements, and Parkway Maintenance Agreement
Presented By: Emily Stadnik , 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, Onsite and Offsite Improvement Agreements, and Parkway Maintenance Agreement with Wildomar Tres Lagos Partners LP (Developer).

1.9 **Cooperative Agreement for County of Riversideâ€™s Urban County Program for Federal Fiscal Years 2024-25, 2025-26, and 2026-27**
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR
FISCAL YEARS 2024-2025; 2025-2026; AND 2026-2027

1.10 **Tract No. 31896 DR Horton Avalino â€“ Onsite and Offsite Improvement Agreements, Storm Drain Improvement Agreement, EVMWD Onsite and Offsite Improvement Agreements and RCFCWCD Storm Drain Improvement Agreement**
Presented By: Emily Stadnik , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the Onsite and Offsite Improvement Agreements, Storm Drain Improvement Agreement, EVMWD Onsite and Offsite Improvement Agreements and RCFCWCD Storm Drain Improvement Agreement with D.R. Horton Los Angeles Holding Company, Inc. (Developer).

1.11 **Measure Z Oversight Advisory Committee Appointments**
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Review the application for membership and re-appoint Nolan King to the Measure Z Oversight Advisory Committee for a term ending February 2025.

1.12 **Appointments to the California Intergovernmental Risk Authority (CIRA) Board of Directors**
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 RESOLUTION NO. 2019-50, AND APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) BOARD OF DIRECTORS

1.13 Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) - Right of Way Acquisition
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Adopt a resolution entitled:

RESOLUTION 2023 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR AQUISITION OF REAL PROPERTY REQUIRED FOR THE BUNDY CANYON ROAD IMPROVEMENT PROJECT (CIP 026-2)

1.14 Services Agreement with Architerra Design Group for the preparation of Design Plans for the 20-Acre Passive Park (CIP 099)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
1. Authorize the City Manager to execute a Services Agreement with Architerra Design Group for the preparation of Design Plans for the 20-Acre Park for a total not to exceed $243,035.

2. Approve a supplemental appropriation for Fund 461 to include $70,000 in expenditures.

2. PUBLIC HEARINGS

2.1 Zoning Ordinance No. 2023-03 (ADU Update)
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
1. Determine that Zoning Ordinance Amendment No. 2023-03 meets the findings for an CEQA Exemption pursuant to California Public resources Code Section 21080.17; and

2. Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNICL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CEQA EXEMPTION PURSUANT TO CALIFORNIA PUBLIC RESOURCE CODE SECTION 21080.17 AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-03 AMENDING CHAPTER 17.204 OF THE WILDOMAR MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS

3. GENERAL BUSINESS

3.1 **FY2022-23 4th Quarter Budget Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Review and approve the Fiscal Year 2022-23 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2022-23 BUDGETED REVENUES AND EXPENSES

3.2 **Contract Award - Road Rehab and Maintenance Project and Slurry Seal Project (CIP 057-2, 058)**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Adopt a Categorical Exemption pursuant to Section 15301(c) of the CEQA Guidelines.
2. Authorize the City Manager to execute a construction contract with All American Asphalt in the amount of $3,793,100.56 for the Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) and waive any informality or irregularity in the Bid.
3. Authorize the Public Works Director to approve change orders not to exceed 7.5% of the construction contract amount (contingency).
4. Authorize the City Manager to execute a work order with Geocon West, Inc. in the amount of $35,050 for material testing for the Road Maintenance and Rehabilitation Project (CIP 057-2), including Extra Work Authorizations not to exceed $5,000, for a total not to exceed $40,085.
5. Authorize the City Manager to execute an Professional Services Agreement with Labelle-Marvin, Inc. in the amount of $44,848 for material testing for the Slurry Seal Project (CIP 058-2), including Extra Work Authorizations not to exceed $5,000, for a total not to exceed $49,848.
6. Authorize the City Manager to execute a work order with Interwest Consulting Group in the amount of $99,935 for Construction Management services for the Road Maintenance and Rehabilitation and Slurry Seal Projects, including a 10% contingency, for a total not to exceed $109,928.50.
7. Approve a supplemental appropriation for Fund 505 to include $25,000 in revenue and expenditures.
8. Approve a supplemental appropriation for Fund 507 to include $60,000 in revenue and expenditures.

3.3 Public Parks, Facilities and Trails Naming Ad-hoc Subcommittee

Presented By: Daniel A York , City Manager

RECOMMENDATION:

1. Discuss and provide input on the public engagement process for naming public parks, facilities, and trails.

2. Select 2 members to serve on the Public Parks, Facilities, and Trails Naming ad-hoc Subcommittee for the purpose of reviewing and submitting to the Council recommended naming requests of currently owned parks, facilities, and trails.

3.4 Measure AA Oversight Advisory Committee Appointments

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Review the applications for membership on the Measure AA Oversight Advisory Committee and appoint 1 member for a term ending June 2024 and 2 members for terms ending June 2025.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Fall 2023
2. Amend Multi-Family Design Guidelines - Benoit - Aug 2023
3. Official reserve policy - Marquez - TBD

ADJOURN THE CITY COUNCIL MEETING

The City Council adjourns the meeting in memory of local business owner Henry Silvestre.

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 determination on whether an absence is excused.

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 Minutes - June 14, 2023 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented

4.2 Warrant Register Cemetery June 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 06-08-2023 in the amount of $3,348.64.
2. Warrant Register dated 06-15-2023 in the amount of $1,890.02.
3. Warrant Register dated 06-22-2023 in the amount of $1,371.60.
4. Warrant Register dated 06-29-2023 in the amount of $4,898.27.

4.3 May 2023 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for May 2023.

4.4 Authorize use of Cemetery District Property, APN 376-060-031, as a Temporary Construction Staging Area for the City of Wildomarâ€™s Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) Contractor

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the General Manager to sign the License Agreement and approve the use of District property, APN 376-060-031, as a temporary construction staging area for the City of Wildomar's Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) Contractor All American Asphalt.

5. CEMETERY PUBLIC HEARINGS

None scheduled.

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.

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: https://www.cityofwildomar.org/129/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: July 7, 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: July 12, 2023

SUBJECT: CLOSED SESSION

ACTION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Property: 23873 Clinton Keith Road, Wildomar, CA 92595, identified as APN 380-240-048
Agency negotiators: Dan York
Negotiating parties: CFT NV Developments, LLC
Under negotiation: Instruction regarding price and terms of payment.

2. 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.

3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Project: Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) Right-of-Way Acquisition
Properties: See table below
Agency negotiator: Dan York, City Manager
Negotiating parties: See table below
Under negotiation: Instruction regarding price and terms of payment.

APN	PROPERTY OWNER	PROPERTY ADDRESS

366-320-053 (Came From 366-320-048) / 366-320-054 (Came From 366-320-028)	Bundy Canyon 38	- Vacant property at northwest corner of Tulip Ln./Bundy Canyon Rd. - Vacant property about 1050' east of Oak Canyon Dr., south of Bundy Canyon Rd.
367-250-007	23263 Bundy Canyon Road LLC	23263 Bundy Canyon Road
367-320-045, 012 366-320-008, 366-310-006	Western Riverside County RCA	- Vacant property north of Oak Circle Dr./Bundy Canyon Rd. - Vacant property south of Raciti Dr./Bundy Canyon Rd.
366-320-006	John Chung Hwe Park and Moon Hwa Park	23690 Bundy Canyon Road
362-090-026 (Came from 362-090-004)	Ambient Pacific	Vacant property northwest of The Farm Rd./Bundy Canyon Rd.
367-250-017	Bundy Canyon 145 LLC	23263 Bundy Canyon Road
366-320-051 (Came from 366-320-044)	Jack and Claudia La Greca, Trustees	23200 Bundy Canyon Road
367-250-016 (Came from 367-250-001)	Dennis and Louise Wolfe	23260 Bundy Canyon Road
367-250-018 (Came from 367-250-015)	L & P Walker Family Trust	23411 Bundy Canyon Road
367-270-021	Casa De Adoracion Y Gloria	23510 Bundy Canyon Road
367-270-030	Bundy Canyon Christian School	23541 Bundy Canyon Road
366-320-050 (Came from 366-320-022)	Nida G. Smith and Mark L. Smith	33769 Raciti Road
366-320-052 (Came from 366-320-011)	Leonardo Beltran	23659 Bundy Canyon Road
366-320-049 (Came from 366-320-010)	Marsha Cook, Trustee	23749 Bundy Canyon Road
366-320-046	Ortega Trail Recreation Park Dist	Vacant property east of 23742 Bundy Canyon Rd.
366-320-041	Jodi Sadlon	Vacant property northwest of Chico Hills Rd./Bundy Canyon Rd.
366-310-034 (Came from 366-310-015)	Dien Da Dinh and Hoa Vinh Thi Le	Vacant property northeast of Chico Hills Rd./Bundy Canyon Rd.
362-211-003	Balchak	24021 Wheatfield Circle

362-211-004	Albert & Gina Lopez	24000 Wheatfield Circle
362-211-005	Deana Rene Kunz	24010 Wheatfield Circle
362-211-029	The Farm HOA	233430 Harvest Way
362-211-023	Alvardado	33371 Barley Lane
362-211-024	Guy Wiltshire & Claudia Salzer	33361 Barley Lane
362-211-030	The Farm HOA	33430 Harvest Way
362-090-025 (Came from 362-090-001)	Norman Busch, Trustee	24240 Bundy Canyon Road

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: July 12, 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: July 12, 2023

SUBJECT: Minutes - June 14, 2023 - Regular Meeting

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes - June 14, 2023

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, JUNE 14, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

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

CALL TO ORDER – CLOSED SESSION - 5:30 P.M.
Mayor Morabito called the Closed Session to order at 5:30 P.M.

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

Members absent: Dustin Nigg

Council Member Nigg's absence was excused.

PUBLIC COMMENTS
None.

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:

2. Paul Blackburn v. State of California – California Department of Transportation, et al., Case. No.: CVSW2302480

RECONVENE INTO OPEN SESSION
The City Council reconvened into closed session at 6:00 P.M.

ANNOUNCEMENTS
City Attorney Jex stated that the City Council met in closed session with respect to the one item on closed session agenda and Council gave unanimous direction to defend the litigation.

ADJOURN CLOSED SESSION
There being no further business, Chair Morabito adjourned the Closed Session at 6:01 P.M.

CALL TO ORDER – REGULAR SESSION - 6:00 P.M.
Mayor Morabito called to order the Regular Session at 6:01 P.M.

ROLL CALL
FLAG SALUTE
The Flag Salute was presented by Troop 2011.

PRESENTATIONS
None.

DEPARTMENT REPORTS

1. General Plan Update Progress Report #12 presented by Community Development Director Bassi.

PUBLIC COMMENTS

The following individuals provided public comment:

1. Ken Mayes
2. Benny White
3. Andy Morris

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

Motion Approved: 4 - 0

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

1. CONSENT CALENDAR

Kenny Mayes, resident, provided public comment on items 1.12, 1.13 and 1.14.

Moved by Carlos Marquez; seconded by Bridgette Moore to 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-May 10, 2023 - Regular Meeting

Approved the minutes as presented.

1.3 Warrant Register May 2023

Approved the following:
For Fiscal Year 2022/2023
1. Warrant Register dated 05-02-2023 in the amount of $3,621.
2. Warrant Register dated 05-04-2023 in the amount of $170,315.35.
3. Warrant Register dated 05-11-2023 in the amount of $956,283.11.
4. Warrant Register dated 05-18-2023 in the amount of $658,039.70.
5. Warrant Register dated 05-25-2023 in the amount of $258,860.40.
6. Wire Transfer Register dated 05-31-2023 in the amount of $22,573.15.
7. Payroll Register dated 06-01-2023 in the amount of $215,027.33.

1.4 April 2023 Treasurers Report

Approved the Treasurer's Report for April 2023.

1.5 FY2023-24 GANN Limit Adoption

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24

1.6 Agreement with St. Francis Electric, LLC, for Traffic Signal Maintenance Services

Authorized the City Manager to execute a Maintenance Services Agreement with St. Francis Electric, LLC, for Traffic Signal Preventative Maintenance, Repair, Minor Construction, and Emergency On-Call Services.

1.7 First Amendment and One Year Extension to Landscape and Parks Maintenance Services Agreement with Inland Empire Landscape, Inc.

Authorized the City Manager to execute a Maintenance Services Agreement with St. Francis Electric, LLC, for Traffic Signal Preventative Maintenance, Repair, Minor Construction, and Emergency On-Call Services.

1.8 FY 2023-24 List of Projects for the SB1: Road Repair and Accountability Act of 2017

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

1.9 Tract No. 31896 DR Horton Avalino - Rough Grading Agreement, Stormwater Management/BMP Facilities Agreement (Privately Maintained) and Stormwater Management/BMP Facilities Agreement (CFD Maintained)

Authorized the City Manager to execute the Rough Grading Agreement and Stormwater Management/BMP Agreements with D.R. Horton Los Angeles Holding Company, Inc. (Developer).

1.10 Parcel Map No. 32833 - Subdivision Improvement Agreement with New Owner, McCoy Homes, LLC

Authorized the City Manager to execute the Subdivision Improvement Agreement with New Owner, McCoy Homes, LLC for Parcel Map No. 38233.

1.11 Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) for Fiscal Year 2023-24

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) FOR FISCAL YEAR 2023-24

1.12 Joint Park Use License Agreement with The Farm Property Owners Association

Authorized the City Manager to sign the License Agreement

1.13 Joint Park Use License Agreement with Briarwood Community HOA

Authorized the City Manager to sign the license agreement.

1.14 Joint Park Use License Agreement with Wind Stone HOA.

Authorized the City Manager to sign the license agreement.

1.15 Levy and Collection of Special Taxes within Community Facilities District No. 2022-1 (Services) for Fiscal Year 2023-24

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) FOR FISCAL YEAR 2023-24

1.16 Annual Levy for Community Facilities District (CFD) (Facilities/Bonded) for Fiscal Year 2023-24

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN EACH COMMUNITY FACILITIES DISTRICT LISTED BELOW FOR FISCAL YEAR 2023-24

1.17 Seventh Amendment to Design Professional Services Agreement with Parsons Transportation Group for the Bundy Canyon Road Project

1. Authorized the City Manager to execute the Seventh Amendment to the Design Professional Services Agreement with Parsons Transportation Group, Inc. for Engineering Services for the Bundy Canyon Road Improvement Project.

2. Appropriated an additional $146,000 in TUMF funding to the Project budget, to accommodate the Seventh Amendment.

1.18 UHS of Rancho Springs Community Event Partnership Memorandum of Understanding (MOU)

1. Authorized the City Manager to sign the MOU with UHS of Rancho Springs dependent that the commercial business fulfills all requirements;

2. Waive fees associated to the application and processing of the Temporary Event Permit dependent that the commercial business fulfills all requirements.

1.19 Updates to Position Classification Descriptions, Revising Position Classification Schedule, and Adopting a New Pay Plan
Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING TWELVE (12) POSITION CLASSIFICATION DESCRIPTIONS; REVISING FOUR (4) POSTION CLASSIFICATION DESCRIPTIONS; ADOPTING A NEW PAY PLAN; AND REVISING THE POSITION CLASSIFICATION SCHEDULE TO REFLECT THE TWELVE (12) NEW POSITION CLASSIFICATION DESCRIPTIONS

2. PUBLIC HEARINGS

2.1 Delinquent Trash Collection Service Charges
Mayor Morabito opened the public hearing.

Senior Analyst Jantz presented the staff report.

Mike Swanson, resident, provided public comment

There being no further speakers, Mayor Morabito closed the public hearing.

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

RESOLUTION NO. 2023 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE REPORT OF DELINQUENT TRASH ACCOUNTS AND REQUESTING THE DELINQUENCIES BE PLACED ON THE PROPERTY TAX ROLL

Motion Approved: 4- 0

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

2.2 Landscaping and Lighting Maintenance District No. 89-1-Consolidated & Street Lighting Zones

Mayor Morabito opened the public hearing.

Public Works director Farag presented the staff report.

There being no testimony, Mayor Morabito closed the public hearing.

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

RESOLUTION NO. 2023 - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ALL ZONES, OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR AND LEVYING ASSESSMENTS ON ALL LOTS AND PARCELS OF LAND THEREIN FOR FISCAL YEAR 2023-2024; AND AUTHORIZING THE ADMINISTRATION OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2023-24

Motion Approved: 4- 0

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

2.3 County Service Area (CSA) Charges for FY 2023-24

Mayor Morabito opened the public hearing.

Public Works director Farag presented the staff report.

There being no testimony, Mayor Morabito closed the public hearing.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

RESOLUTION NO. 2023 - 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2023-24

Motion Approved: 4- 0

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

Voting Against: None
Abstain: None
Absent: Dustin Nigg

2.4 Public Hearing for Annexation No. 4 (Baxter Village PM37941) - C onsideration 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. 4

Mayor Morabito opened the Public Hearing.

Development Manager Stadnik presented the staff report.

There being no further testimony, the Mayor closed the public hearing.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to Adopt

RESOLUTION NO. 2023 - 26

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. 4)

Motion Approved: 4- 0

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

The City Council held the Election.

The City Clerk canvassed the Election.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to Adopt

RESOLUTION NO. 2023 - 27

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. 4)

Motion Approved: 4- 0

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

CALL TO ORDER THE CEMETERY DISTRICT MEETING AND ROLL CALL

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

Members absent: Dustin Nigg

3. GENERAL BUSINESS

3.6 Purchase and Sale Agreement with CAFH Order of Wildomar, Inc. to purchase two properties located near 21776 Palomar Street, one of which is identified as Assessor Parcel Number 380-050-025 and the other is a portion of the parcel identified as Assessor Parcel Number 380-050-027

City Manager York presented the staff report.

Phil Oberhansley, representing CAFH at Wildomar, Inc. provided public comment in favor of the item.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to Adopt Resolution No. 2023 - 29 which:

(1) Authorizes the City Manager to sign the Purchase and Sale Agreement and all ancillary agreements and documents related to, and take any other actions necessary to complete, the purchase of two properties located near 21776 Palomar Street, one of which is identified as Assessor Parcel Number 380-050-025 and the other is a portion of the parcel identified as Assessor Parcel Number 380-050-027. Ancillary documents will include without limitation the Grant Deed, Grant of Access Easements, and Water License Agreement ("Recorded Documents"), and a License Agreement. Necessary actions to complete the purchase will include without limitation signing certificates of acceptance of the interests conveyed by the Recorded Documents, signing escrow instructions, and depositing into escrow the purchase price and independent consideration for a due diligence period;

(2) Finds that the approval of the Purchase and Sale Agreement is exempt from the California Environmental Quality Act for the following reasons:

• The Purchase and Sale Agreement itself is not a project subject to CEQA under CEQA Guidelines Section 15378 and it falls under the common sense exemption of CEQA Guidelines Section 15061(b)(3) because the Agreement simply preserves the status quo on the subject properties. No physical environmental changes and/or no significant environmental impacts will result from the City's approval of the Purchase and Sale Agreement and therefore such approval is not a project subject to CEQA and/or is exempt from CEQA pursuant to the common sense exemption.

• The City is merely designating the Property as a preferred site for a potential park and/or civic building and parking facilities and restrooms to support either potential use pursuant to CEQA Guidelines Section 15004(b)(2)(A). Consistent

with CEQA Guidelines Section 15004(b)(2), nothing in the Purchase and Sale Agreement commits the City to develop or use the subject properties at all, let alone in a way that would limit the City's choice of alternatives or mitigation measures that the City's future CEQA review document may identify as being necessary to avoid or lessen significant environmental impacts.

RESOLUTION NO. 2023 - 29

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 PARCELS OF REAL PROPERTY

Motion Approved: 4- 0

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

3.3 Bingo Ordinance Amendment

City Attorney Jex presented the report.

The following individuals provided public comment:
1. Ken Mayes, resident.
2. Frank Cerda, representing Elks Lodge #2591.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to

1. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. 233

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ORDINANCE AMENDMENT NO. 233 TO AMEND CHAPTER 5.04 (BINGO) OF WILDOMAR MUNICIPAL CODE

2. Find that the ordinance amendment is exempt from CEQA under CEQA Guidelines sections 15378 and 15378(b)(2)

Motion Approved: 4- 0

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

3.1A City of Wildomar FY2023/24 & FY2024/25 Biennial Budget for Adoption Senior

Analyst Jantz presented the staff report.

The following individuals provided public comment:
1. Kathleen Kovich, resident.
2. Monty Goddard, resident, with time donated by Jerry Orchard, resident, for a total of 6 minutes in favor of the item.
3. Ken Mayes, resident.

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

RESOLUTION NO. 2023 - 28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AN ADOPTION OF THE FY2023-24 & FY2024-25 BUDGETED REVENUES AND EXPENSES AND SCHEDULE OF AUTHORIZED POSITIONS FOR FY2023-24 & FY2024-25

Motion Approved: 4- 0

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

3.1B Adoption of FY 2023-24 and 2024-2025 Biennial Cemetery Budgets

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

RESOLUTION NO. WCD2023 - 02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, AUTHORIZING AN ADOPTION OF THE FY 2023-24 and 2024-25 BUDGETED REVENUES AND EXPENSES

Motion Approved: 4- 0

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

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

3. GENERAL BUSINESS

3.2 5-Year Capital Improvement Program (FY 2023/24 - 2027/28)

Public Works Director Farag presented the staff report.

Ken Mayes, resident, provided public comment.

Moved by Carlos Marquez; seconded by Ashlee DePhillippo to Adopt the Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28.

Motion Approved: 4- 0

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

3.4 CR&R Wildomar Service Update

City Manager York and CR&R representative Alex Braicovich presented the staff report.

It was the consensus of the City Council to receive and file the report.

3.5 Consideration of Amendment to Franchise Agreement with CR&R Incorporated for the Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and Other Specified Services

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to

1) Consider and approve an amendment to the franchise agreement between the City of Wildomar and CR&R Incorporated for collection and transportation of solid waste, recyclable materials, organic waste, and construction and demolition debris and other specified services;

2) Find that approval of the proposed amendment to the franchise agreement is exempt from the California Environmental Quality Act under CEQA Guidelines Sections 15301 and 15061(b)(3); and

3) Authorize the City Manager to execute the proposed amendment to franchise agreement.

Motion Approved: 4- 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

The following items were added:

Official reserve policy - Marquez

ADJOURN THE CITY COUNCIL MEETING

There being no further business, the Mayor adjourned the meeting at 9:12 P.M.

Submitted by:	Approved by:
_____	_____
Janet Morales, CMC City Clerk	Joseph Morabito Mayo

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: July 12, 2023

SUBJECT: Warrant Register June 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 06-01-2023 in the amount of $213,067.66.
2. Warrant Register dated 06-08-2023 in the amount of $1,400,044.79.
3. Warrant Register dated 06-15-2023 in the amount of $1,129,250.27.
4. Warrant Register dated 06-22-2023 in the amount of $1,759,346.20.
5. Warrant Register dated 06-29-2023 in the amount of $569,138.11.
6. Wire Transfer Register dated 06-30-2023 in the amount of $2,087,815.26.
7. Payroll Register dated 07-01-2023 in the amount of $213,016.90.

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 Budgets.

ATTACHMENTS:
1. Warrant Reg June 2023 Voucher Listings

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216604	6/1/2023	000033 AMERICAN FORENSIC NURSES	77503		BLOOD DRAW (4)	267.40
			77630		BLOOD DRAW (3)	200.55
					Total :	**467.95**
216605	6/1/2023	000029 APPLEONE	01-6632729		ADMIN W/E 5/20/23	1,436.40
			01-6632730		ADMIN W/E 5/20/23	1,740.40
			01-6632731		ADMIN ASSISTANT-CLERICAL W/E 5/20/23	1,296.32
			01-6633152		ACCOUNTING SPECIALIST I W/E 5/20/23	3,051.60
					Total :	**7,524.72**
216606	6/1/2023	001981 AVILARCHITECTS, INC	52423		DEVELOPER DEPOSIT REFUND FOR UNUSED FUND	1,155.25
					Total :	**1,155.25**
216607	6/1/2023	001468 BANKS, ARRIN	52523		PLANNING COMMISSION MEETING 05/24/23	75.00
					Total :	**75.00**
216608	6/1/2023	001419 BERNARD, BRIANNA	52523		PLANNING COMMISSION MEETING 05/24/23	75.00
					Total :	**75.00**
216609	6/1/2023	000034 BIO-TOX LABORATORIES	44231		RC SHERIFF - LAB SERVICES	941.31
			44232		RC SHERIFF - LAB SERVICES	710.75
					Total :	**1,652.06**
216610	6/1/2023	001267 BROTHER'S TOWING, INC.	E019434		TOWING - CASE #WI230900015	248.00
					Total :	**248.00**
216611	6/1/2023	000080 BURKE, WILLIAMS AND SORENSON,, LLF	300012		MAR 2023 LEGAL FEES	60,766.63
					Total :	**60,766.63**
216612	6/1/2023	000503 CALIF. DEPART. OF FISH/WILD	52323		CIP 026-2 BUNDY CYN WIDENING PHASE 2	6,236.00
					Total :	**6,236.00**
216613	6/1/2023	001916 CAMBERO, GEORGE	52523		PLANNING COMMISSION MEETING 05/24/23	75.00
					Total :	**75.00**
216614	6/1/2023	000764 CEC DEVELOPMENT GROUP	52923		DEVELOPER DEPOSIT REFUND FOR UNUSED FUND	1,198.94

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216614	6/1/2023	000764	000764 CEC DEVELOPMENT GROUP	(Continued)			
						Total :	**1,198.94**
216615	6/1/2023	001669	COMCATE SOFTWARE INC	8144		CODE ENFORCEMENT SOFTWARE	8,349.24
						Total :	**8,349.24**
216616	6/1/2023	000928	COUNTY OF RIVERSIDE EMD	22-23Q3		EMERGENCY SERVICES COORDINATOR SVCS	11,250.00
						Total :	**11,250.00**
216617	6/1/2023	001799	COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000000961		MONTHLY RADIO COMMUNICATION - SHERIFF	543.69
						Total :	**543.69**
216618	6/1/2023	000058	DEPARTMENT OF JUSTICE	651772		MARCH 2023 POLICE BLOOD ALCOHOL ANALYSIS	105.00
				657458		APRIL 2023 POLICE BLOOD ALCOHOL ANALYSIS	140.00
						Total :	**245.00**
216619	6/1/2023	001976	DIVERSIFIED PACIFIC, OPPORTUNITY FU	51623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,849.50
						Total :	**1,849.50**
216620	6/1/2023	000022	EDISON	052523-6091		04/26/23-05/24/23 21347 COMO ST (LITTLE	36.19
				052523-7258		04/26/23-04/24/23 ELEC 21400 PALOMAR (CE	159.20
				052523-9129		04/26/23-04/24/23 32637 GRUELL (FS#61)	734.59
						Total :	**929.98**
216621	6/1/2023	000012	ELSINORE VALLEY MUNICIPAL, WATER D	12361475		04/09/23-05/10/23 WATER ZONE 52 LOC 01	37.14
				12361530		04/09/23-05/10/23 WATER ZONE 29 LOC 02	37.14
				12361811		04/09/23-05/10/23 WATER ZONE 71 LOC 01	114.18
				12362011		04/09/23-05/10/23 WATER 32637 GRUELL-FS	105.98
				12362093		04/09/23-05/10/23 WATER MARNA O'BRIEN	1,477.46
				12371442		04/12/23-05/13/23 WATER ZONE 3 LOC 7 M1	59.15
				12371455		04/12/23-05/13/23 WATER HERITAGE PK (AUT	180.19
				12377649		04/12/23-05/14/23 WATER CFD 2013-2013-1,	59.15
						Total :	**2,070.39**
216622	6/1/2023	001343	FILAR, ERIC	52523		PLANNING COMMISSION MEETING 05/24/23	75.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216622	6/1/2023	001343	001343 FILAR, ERIC	(Continued)		Total :	**75.00**
216623	6/1/2023	001728	FORENSIC NURSES OF SOCAL, INC.	2102		POLICE DEPT- DOMESTIC VIOLENCE FORENSIC	800.00
						Total :	**800.00**
216624	6/1/2023	000941	FRONTIER	52223		05/22/23-06/21/23 FIOS INTERNET CHARGES	175.98
						Total :	**175.98**
216625	6/1/2023	001985	GARY WANG AND ASSOCIATES INC.	52423		DEVELOPER DEPOSIT REFUND FOR UNUSED FUND	1,125.68
						Total :	**1,125.68**
216626	6/1/2023	001325	GEOCON WEST, INC.	723020405		CIP 026-1 THROUGH 2/19/23	9,875.00
						Total :	**9,875.00**
216627	6/1/2023	000685	GREAT AMERICA FINANCIAL SERVIC	34076550		CANON COLOR COPIER SYST. #018-1765784	214.24
						Total :	**214.24**
216628	6/1/2023	001980	HERBERT, ERNEST	52523		DEVELOPER DEPOSIT REFUND FOR UNUSED FUND	1,188.16
						Total :	**1,188.16**
216629	6/1/2023	001047	INTERPRETERS UNLIMITED	347737		ACEHNESE INTERPRETER 04/24/23 WI23114002	9.00
						Total :	**9.00**
216630	6/1/2023	000856	MICHAEL BAKER INTERNATIONAL IN	1177613		P/E APR 02, CONTRACTUAL SVC - PROJECT RE	13,612.00
						Total :	**13,612.00**
216631	6/1/2023	001983	OCCUPATIONAL HEALTH CENTERS OF, C	78647674		(1) PHYSICAL EXAM W/NON REG USD 5 PN	200.00
				79114888		(3) PHYSICAL EXAM W/NON REG USD 5 PN	588.00
						Total :	**788.00**
216632	6/1/2023	000185	PITNEY BOWES	3106087314		POSTAGE METER RENTAL 03/16/22-06/15/23	201.85
						Total :	**201.85**
216633	6/1/2023	000042	PV MAINTENANCE, INC.	005-267		CITYWIDE MAINT. CONTRACTUAL SERVICES -AP	58,894.15

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216633	6/1/2023	000042	000042 PV MAINTENANCE, INC.	(Continued)		Total :	58,894.15
216634	6/1/2023	001977	RAINBOW MOUNTAIN LLC	52423		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,174.64
						Total :	1,174.64
216635	6/1/2023	001978	RIDDLE, MARY	52423		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,318.62
						Total :	1,318.62
216636	6/1/2023	000186	RIGHTWAY	342436		MEMORIAL DAY RESTROOM RENTAL	289.73
						Total :	289.73
216637	6/1/2023	001984	RIVERSIDE UNIVERSITY, HEALTH SYSTE	31823		950442423-HC SAFE CLINIC EXAM CASE#WI230	1,200.00
						Total :	1,200.00
216638	6/1/2023	001921	SCA OF CA, LLC	105680CS		CFD 2013-1 ZONE SWEEPS	8,718.03
						Total :	8,718.03
216639	6/1/2023	001979	SHELDON, KRISTIN	53023		MOVIE NIGHT AT MARNA O'BRIEN PARK 6/2/23	300.00
						Total :	300.00
216640	6/1/2023	000586	STATE WATER RESOURCE CONTROL B,	52323		CIP 026-2, BUNDY CYN WIDENING PHASE 2	2,734.00
						Total :	2,734.00
216641	6/1/2023	000995	STRONG, KIM	52523		PLANNING COMMISSION MEETING 05/24/23	75.00
						Total :	75.00
216642	6/1/2023	000918	TKE ENGINEERING INC	2023-124		CONTRACTUAL SVC 02/01/23-02/28/23	160.00
				2023-127		CONTRACTUAL SVC 02/01/23-02/28/23	75.00
				2023-190		CONTRACTUAL SVC 03/01/23-03/31/23	325.00
				2023-208		CONTRACTUAL SVC 03/01/23-03/31/23	504.00
				2023-209		CONTRACTUAL SVC 03/01/23-03/31/23	1,862.50
						Total :	2,926.50
216643	6/1/2023	001090	T-MOBILE USA INC	9531237081		CASE INVESTIGATION WI230890008	100.00
						Total :	100.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216644	6/1/2023	001831 YUNEX, LLC	5610283601		TRAFFIC SIGNAL MAINTENANCE MARCH 2023	1,494.50
			5620042708		TRAFFIC SIGNAL RESPONSE CALL OUT MARCH 2	1,065.23
					Total :	**2,559.73**

41 Vouchers for bank code : wf **Bank total : 213,067.66**

41 Vouchers in this report **Total vouchers : 213,067.66**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
254	6/8/2023	001222 FOBRO CONSULTING LLC	151		05/01/23-05/31/23 ACCTING CONT SVCS - DE	4,702.50
					Total :	**4,702.50**
216645	6/8/2023	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020107628		05/01/23-05/31/23 SECURITY PATROL	8,514.09
					Total :	**8,514.09**
216646	6/8/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	751808		MAY 2023 CITY COUNCIL MEDICAL INS. BENEF	1,504.44
					Total :	**1,504.44**
216647	6/8/2023	000029 APPLEONE	01-6626469		ADMIN W/E 5/13/23 (HJ)	1,740.40
			01-6626470		ADMIN W/E 5/13/23 (JH)	1,418.45
			01-6626471		ADMIN ASSISTANT-CLERICAL W/E 5/13/23 (CH	1,296.32
			01-6626882		ACCOUNTING W/E 5/13/23 (WH) (KS)	2,852.27
			01-6637554		ADMIN W/E 5/27/23 (JH)	1,436.40
			01-6637555		ADMIN W/E 5/27/23 (HJ)	1,837.90
			01-6637556		ADMIN ASSISTANT-CLERICAL W/E 5/27/23 (CH	1,296.32
			01-6637981		ACCOUNTING W/E 5/27/23 (WH) (KS)	2,839.41
					Total :	**14,717.47**
216648	6/8/2023	001990 BALDWIN, MATTHEW	6623		REFUND OF CANDIDATE STATEMENT DEPOSIT	238.58
					Total :	**238.58**
216649	6/8/2023	001748 CALIFORNIA CONSULTING, INC.	5969	0000412	GRANT WRITING SERVICE - JUNE RETAINER	4,850.00
					Total :	**4,850.00**
216650	6/8/2023	001992 CARLO, MICHAEL	52223		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	331.28
					Total :	**331.28**
216651	6/8/2023	001622 COMMERCIAL BUILDING MANAGEMENT,	69650	0000428	MAY 2023 JANITORIAL SVC - MARNA O'BRIEN	4,470.71
			69651		MISC. REPAIR & SUPPLIES	516.39
					Total :	**4,987.10**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216652	6/8/2023	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	235013		FIRE PROTECTION SERVICES 10/01/23-12/31/	1,145,919.65
			235013CR		FIRE PROTECT SVC 10/01/23-12/31/23 AMR	-5,943.47
					Total :	**1,139,976.18**
216653	6/8/2023	000037 DATA TICKET, INC.	150978		APR 2023 FTB COLLECTIONS	391.97
			151623		APR 2023 DAILY CITE PROCESSING	681.91
					Total :	**1,073.88**
216654	6/8/2023	000022 EDISON	060123-0828		05/01/23-05/31/23 ELECTRIC WILDOMAR CITY	165.81
			060123-0962		05/01/23-05/31/23 ELECTRIC CFD 2013-001	247.24
			060123-1202		05/01/23-05/31/23 HIDDEN SPRINGS/CLINTON	38.76
			060123-1757		05/01/23-05/31/23 ELECTRIC CFD 2013-001	200.54
			060123-4293		05/01/23-05/31/23 CSA22 SALES ACQUISITIO	6,028.38
			060123-4487		05/01/23-05/31/23 20505 PALOMAR ST (MARN	55.40
			060123-4610		05/01/23-05/31/23 ELECTRIC CFD 2013-001	127.61
			060123-4845		05/01/23-05/31/23 CFD ZONE 2	63.81
			060123-7481		05/01/23-05/31/23 CSA 103	483.97
			060123-7694		05/01/23-05/31/23 CFD ZONE 3	217.00
			060123-8975		05/01/23-05/31/23 CFD ZONE 3	127.61
			060123-9127		05/01/23-05/31/23 ELECTRIC SFD 2013-001	242.69
					Total :	**7,998.82**
216655	6/8/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12374720		04/13/23-05/14/23 WATER ZONE 3 LOC 25 M1	180.19
			12374721		04/13/23-05/14/23 WATER ZONE 3 LOC 25 M2	180.19
			12376487		04/13/23-05/14/23 WATER ZONE 3 LOC 24 M1	114.18
			12377810		04/13/23-05/14/23 WATER MALAGA GATEWAY P	249.87
			12378484		04/16/23-05/17/23 WATER ZONE 42 LOC 01 M	180.19
			12378735		04/16/23-05/17/23 WATER ZONE 42 LOC 03 M	180.19
			12378736		04/16/23-05/17/23 WATER ZONE 42 LOC 02 M	180.19

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216655	6/8/2023	000012 000012 ELSINORE VALLEY MUNICIPAL, WATER D (Continued)			**Total :**	**1,265.00**
216656	6/8/2023	001762 EMERGENCY-1 RESPONSE, INC.	2869		ASTRONOMY DAY	182.50
					Total :	**182.50**
216657	6/8/2023	001670 FLOCK SAFETY	INV-14562		FLOCK SAFETY FALCON 4/19/23-4/18/24	35,000.00
					Total :	**35,000.00**
216658	6/8/2023	001450 FRANCHISE TAX BOARD	6823		WITHHOLDING ORDER - S. STANTON CASE #562	50.00
					Total :	**50.00**
216659	6/8/2023	001325 GEOCON WEST, INC.	723040413		CIP 059 CONTRACTUAL SVC THROUGH 04/16/20	4,563.52
					Total :	**4,563.52**
216660	6/8/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34128030		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	**214.24**
216661	6/8/2023	001911 HDL SOFTWARE LLC.	SIN028261		APR 2023 HDL FEES	2,496.96
					Total :	**2,496.96**
216662	6/8/2023	000499 INLAND EMPIRE LANDSCAPE INC	40910		MAY 2023 LANDSCP MARNA O'BRIEN PARK	5,980.00
					Total :	**5,980.00**
216663	6/8/2023	000072 INTERWEST CONSULTING GROUP	87209		MAR 2023 CONTRACTUAL SVCS - CIP	49,646.63
			87265		MAR 2023 CONTRACTUAL SVCS	74,684.31
					Total :	**124,330.94**
216664	6/8/2023	000647 JOLLY JUMPS	060923		MOVIE NIGHT AT WINDSONG PARK	395.00
					Total :	**395.00**
216665	6/8/2023	001988 MAGDALENO, YVETTE	53023		TRAVEL REIMBURSEMENT	55.15
					Total :	**55.15**
216666	6/8/2023	001991 MARQUEZ, CARLOS	6623		REFUND OF CANDIDATE STATEMENT DEPOSIT	232.33
					Total :	**232.33**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216667	6/8/2023	001989 MATTHEW JENNINGS, RIVERSIDE, COUN	6623		PURCHASE TAX-DEFAULTED PROPERTY PARCEL #	21,676.54
					Total :	**21,676.54**
216668	6/8/2023	001841 MORABITO, JOSEPH	6623		REFUND OF CANDIDATE STATEMENT DEPOSIT	238.58
					Total :	**238.58**
216669	6/8/2023	001835 MUNISERVICES OR, AVENU HOLDINGS L	INV06-16626		SALES AND USE TAX REPORTING SYSTEMS SUTA	11,346.07
					Total :	**11,346.07**
216670	6/8/2023	000186 RIGHTWAY	324823		05/25/23-06/21/23 - PORTA/WASHSTN-WINDSO	723.50
					Total :	**723.50**
216671	6/8/2023	001101 SIGNS BY TOMORROW	30638		BANNERS FOR MEMORIAL DAY	372.31
					Total :	**372.31**
216672	6/8/2023	000790 SPARKLETTS	52723		CITY HALL DRINKING WATER THROUGH 05/27/2	520.63
					Total :	**520.63**
216673	6/8/2023	001720 STERICYCLE, INC	8003974786		CONTRACTUAL SHREDDING SVC	268.60
					Total :	**268.60**
216674	6/8/2023	000437 VERIZON WIRELESS	9935502226		04/23/23-05/22/23 DATA INT CHRG 9239	964.55
			9935502227		04/23/23-05/22/23 DATA INTERNET CHRG 170	116.03
					Total :	**1,080.58**
216675	6/8/2023	001831 YUNEX, LLC	5620043027		TRAFFIC SIGNAL RESPONSE CALL OUT APRIL 2	158.00
					Total :	**158.00**

32 Vouchers for bank code : wf **Bank total : 1,400,044.79**

32 Vouchers in this report **Total vouchers : 1,400,044.79**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216683	6/15/2023	002002 ALFARO, MARGARITO	60823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	365.16
					Total :	**365.16**
216684	6/15/2023	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	MAY 2023		ANIMAL CONTROL SERVICE MAY 2023	7,000.00
					Total :	**7,000.00**
216685	6/15/2023	000029 APPLEONE	01-6642959		ADMIN W/E 6/03/23 (JH)	1,071.90
			01-6642960		ADMIN W/E 6/03/23 (HJ)	1,735.00
			01-6642961		ADMIN ASSISTANT-CLERICAL W/E 6/3/23 (CH)	1,221.11
			01-6643400		ACCOUNTANG SPECIALIST I W/E 6/03/23 (WH)	4,046.40
					Total :	**8,074.41**
216686	6/15/2023	001374 ASAP SERVICES	3429	0000449	WEED ABATEMENT	4,300.00
					Total :	**4,300.00**
216687	6/15/2023	001468 BANKS, ARRIN	60723		PLANNING COMMISSION MEETING 06/07/23	75.00
					Total :	**75.00**
216688	6/15/2023	002000 BELLEMARE, SYLVAIN	60123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	621.85
					Total :	**621.85**
216689	6/15/2023	001419 BERNARD, BRIANNA	60723		PLANNING COMMISSION MEETING 06/07/23	75.00
					Total :	**75.00**
216690	6/15/2023	002001 BREHM, RON	60723		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	444.50
					Total :	**444.50**
216691	6/15/2023	000548 CALIFORNIA STATE CONTROLLER'S	FTB-00005666		2022 OFFSET PROGRAM (SARD/FTB/ADMIN)	58.33
					Total :	**58.33**
216692	6/15/2023	001916 CAMBERO, GEORGE	60723		PLANNING COMMISSION MEETING 06/07/23	75.00
					Total :	**75.00**
216693	6/15/2023	001902 CIVICPLUS LLC	264680		CIVIC ENGAGE & WEB HOSTING	17,507.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216693	6/15/2023	001902	001902 CIVICPLUS LLC	(Continued)		Total :	17,507.00
216694	6/15/2023	001997	CLEARY, SARAH	61323		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	592.43
						Total :	592.43
216695	6/15/2023	000785	CORELOGIC SOLUTIONS, LLC	82174894		MAY 2023 CODE ENFORCEMENT SOFTWARE	340.50
						Total :	340.50
216696	6/15/2023	000068	COUNTY OF RIVERSIDE, FIRE DEPARTM	235063		FIRE PROTECTION SERVICES 01/01/23-03/31/	965,393.79
						Total :	965,393.79
216697	6/15/2023	000002	CRYSTAL CLEAN MAINTENANCE	603N		JUN 2023 -CITY HALL JANITORIAL SERVICES	3,214.75
						Total :	3,214.75
216698	6/15/2023	000012	ELSINORE VALLEY MUNICIPAL, WATER D	12046757		10/19/22-11/19/22 WATER ZONE 3 LOC 35 M1	124.88
				12046757CR		CREDIT: 10/19/22-11/19/22 WATER ZONE 3 L	-469.10
				12102951		11/19/22-12/20/22 WATER ZONE 3 LOC 35 M1	63.03
				12149759		12/20/22-01/19/23 WATER ZONE 3 LOC 35 M1	61.13
				12204902		01/19/23-02/19/23 WATER ZONE 3 LOC 35 M1	63.03
				12255228		02/19/23-03/22/23 WATER ZONE 3 LOC 35 M1	63.03
				12326899		03/22/23-04/20/23 WATER ZONE 3 LOC 35 M1	63.11
				12388556		04/20/23-5/21/23 WATER ZONE 3 LOC 35 M1	63.03
						Total :	32.14
216699	6/15/2023	001762	EMERGENCY-1 RESPONSE, INC.	2906		MEMORIAL DAY EVENT	305.00
				2923		MOVIE IN THE PARK	165.00
						Total :	470.00
216700	6/15/2023	001707	EVA, NINETTE	60123		REIMBURSE PW/ENG SUPPLIES	170.39
						Total :	170.39

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216701	6/15/2023	001993 FIFTH ASSET, INC. DBA DEBTBOOK	DB2001251		OSGU-TIER 0 SUBSCRIPTION WITH GUIDED IMP	3,000.00
					Total :	**3,000.00**
216702	6/15/2023	001343 FILAR, ERIC	60723		PLANNING COMMISSION MEETING 06/07/23	75.00
					Total :	**75.00**
216703	6/15/2023	000941 FRONTIER	60123		06/01/23-06/30/23 OFFICE TELEPHONE CHARG	55.95
					Total :	**55.95**
216704	6/15/2023	001999 FUESS, CARL J.	60523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	537.83
					Total :	**537.83**
216705	6/15/2023	001743 GOPHER SQUAD	000116	0000420	PEST CONTROL SERVICES- PARKS AND LITTLE	985.00
			000167	0000420	PEST CONTROL SERVICES- PARKS AND LITTLE	985.00
			000246	0000420	PEST CONTROL SERVICES- PARKS AND LITTLE	985.00
					Total :	**2,955.00**
216706	6/15/2023	001666 INFINITY TECHNOLOGIES	1448A	0000452	MAY 2023 IT CONTRACTUAL SERVICES	11,300.00
			1448B	0000440	MAY 2023 DATTO OFFICE 365 BACK UP SERVIC	171.00
			1448C		AMAZON ORDER	887.34
			1485	0000453	MAY 2023 GIS CONTRACTUAL SERVICES	3,200.00
					Total :	**15,558.34**
216707	6/15/2023	000016 INNOVATIVE DOCUMENT SOLUTIONS	251613		5/1/23-5/31/23 CONTRACT COPIER SERVICES	1,109.47
					Total :	**1,109.47**
216708	6/15/2023	001998 MANSKE, EDWIN E.	60523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	582.00
					Total :	**582.00**
216709	6/15/2023	000856 MICHAEL BAKER INTERNATIONAL IN	1180634		P/E APR 30, 2023 CONTRACTUAL SVC - PROJE	12,367.00
					Total :	**12,367.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216710	6/15/2023	001107 PLACEWORKS	82100		PROF. SVCS. - 27 ACRE PARK CIP 062-1	9,670.10
					Total :	**9,670.10**
216711	6/15/2023	000228 REGISTRAR OF VOTERS	3816		ELECTION SERVICE FOR NOV 2022	30,774.91
					Total :	**30,774.91**
216712	6/15/2023	000606 RING CENTRAL	CD_000592567		05/11/23-11/20/23 - ANNUAL PHONE LINES	529.40
					Total :	**529.40**
216713	6/15/2023	002004 ROBINSON, DAVID	60823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	392.89
					Total :	**392.89**
216714	6/15/2023	002003 SIANG HUNG, WILLIAM YUEN	60823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,064.68
					Total :	**1,064.68**
216715	6/15/2023	001101 SIGNS BY TOMORROW	30743		MOVIE IN THE PARK	142.92
					Total :	**142.92**
216716	6/15/2023	001996 SIMMONS, CHRISTINE	61223		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	806.78
					Total :	**806.78**
216717	6/15/2023	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11598465		PUBLIC NOTICE - ORD 231 PROPOSED (521029	230.60
			11598882		PUBLIC NOTICE- TS RFP 200-450-4500	348.70
			11602383		PUBLIC NOTICE - GP UPDATE STUDY SESSION	317.86
			11603481		PUBLIC NOTICE - ORD 231 ADOPTED (5210293	242.21
			11604484		PUBLIC NOTICE - ZOA 2023-03	249.30
			11605462		PUBLIC NOTICE - NOTICE OF PH ON LLMD	289.00
			11605465		PUBLIC NOTICE - NOPH COUNTY SVC AREA	267.19
					Total :	**1,944.86**
216718	6/15/2023	001994 TASCA, ANTHONY J.	60723		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,304.81
					Total :	**1,304.81**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216719	6/15/2023	001970 TEC INC.	6995		PALOMAR PASSIVE PARK SITE - CITY OF WILD	940.00
					Total :	**940.00**
216720	6/15/2023	000518 THE FARM PROPERTY OWNERS, ASSOC	60823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	466.61
					Total :	**466.61**
216721	6/15/2023	000918 TKE ENGINEERING INC	2023-123		CONTRACTUAL SVC 01/01/23-02/28/23	3,619.50
			2023-125		CONTRACTUAL SVC 02/01/23-02/28/23	130.00
			2023-126		CONTRACTUAL SVC 02/01/23-02/28/23	3,297.50
			2023-128		CONTRACTUAL SVC 02/01/23-02/28/23	499.50
			2023-129		CONTRACTUAL SVC 01/01/23-02/28/23	1,277.00
			2023-131		CONTRACTUAL SVC 02/01/23-02/28/23	2,153.00
			2023-132		CONTRACTUAL SVC 02/01/23-02/28/23	751.50
			2023-134		CONTRACTUAL SVC 01/01/23-02/28/23	845.00
			2023-135		CONTRACTUAL SVC 02/01/23-02/28/23	585.00
			2023-136		CONTRACTUAL SVC 02/01/23-02/28/23	1,755.00
			2023-137		CONTRACTUAL SVC 01/01/23-02/28/23	686.50
			2023-185		CONTRACTUAL SVC 03/01/23-03/31/23	65.00
			2023-187		CONTRACTUAL SVC 02/19/23-03/31/23	686.50
			2023-188		CONTRACTUAL SVC 02/08/23-03/31/23	195.00
			2023-189		CONTRACTUAL SVC 03/01/23-03/31/23	200.50
			2023-193		CONTRACTUAL SVC 03/01/23-03/31/23	2,034.00
			2023-194		CONTRACTUAL SVC 02/01/23-03/31/23	1,110.50
			2023-195		CONTRACTUAL SVC 03/01/23-03/31/23	390.00
			2023-196		CONTRACTUAL SVC 03/01/23-03/31/23	330.50
			2023-197		CONTRACTUAL SVC 03/01/23-03/31/23	130.00
			2023-198		CONTRACTUAL SVC 02/01/23-03/31/23	751.50
			2023-199		CONTRACTUAL SVC 03/01/23-03/31/23	296.50
			2023-200		CONTRACTUAL SVC 03/01/23-03/31/23	650.00
			2023-201		CONTRACTUAL SVC 03/01/23-03/31/23	166.50
			2023-202		CONTRACTUAL SVC 12/01/23-03/31/23	2,968.00
			2023-203		CONTRACTUAL SVC 02/01/23-03/31/23	627.00
			2023-204		CONTRACTUAL SVC 03/01/23-03/31/23	195.00
			2023-205		CONTRACTUAL SVC 03/01/23-03/31/23	780.00
			2023-206		CONTRACTUAL SVC 03/01/23-03/31/23	3,266.00
			2023-207		CONTRACTUAL SVC 03/01/23-03/31/23	756.00
					Total :	**31,198.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216722	6/15/2023	001917 URBAN FUTURES INC.	0623-005	0000446	7/01/22-6/30/23 CONTRACTUAL SVCS	1,764.00
					Total :	**1,764.00**
216723	6/15/2023	001831 YUNEX, LLC	5610283773		TRAFFIC SIGNAL MAINTENANCE APRIL 2023	1,494.50
			5620043017		TRAFFIC SIGNAL - RESPONSES APRIL 2023	1,078.79
					Total :	**2,573.29**
216724	6/15/2023	001995 ZHAO, JINHONG	60123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	626.18
					Total :	**626.18**

42 Vouchers for bank code : wf **Bank total : 1,129,250.27**

42 Vouchers in this report **Total vouchers : 1,129,250.27**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216730	6/22/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	109696		JUNE 2023 MEDICAL INSURANCE BENEFIT	1,504.44
					Total :	**1,504.44**
216731	6/22/2023	000033 AMERICAN FORENSIC NURSES	77664		BLOOD DRAW (1)	66.85
					Total :	**66.85**
216732	6/22/2023	000029 APPLEONE	01-6647819		ADMIN W/E 6/10/23 (JH)	1,337.65
			01-6647820		ADMIN W/E 6/10/23 (HJ)	1,740.40
			01-6647821		ADMIN ASSISTANT-CLERICAL W/E 6/10/23 (CH	1,296.32
			01-6648244		ACCOUNTING SPECIALIST I W/E 6/10/23 (WH)	3,254.78
					Total :	**7,629.15**
216733	6/22/2023	001002 ARCHITERRA DESIGN GROUP	30927		04/25/23-05/24/23 SITE INSPECTION -CFD P	565.50
			30928		04/25/23-05/24/23 SI COORDINATION	784.25
			30929		04/25/23-05/24/23 CITY PLAN CHECK - 5TH	187.50
			30930		04/25/23-05/24/23 CITY PLAN CHECK - APPL	593.75
			30931		04/25/23-05/24/23 PLAN CHECK - 3RD PC	250.00
			30932		04/25/23-05/24/23 PLAN CHECK - APPLICANT	687.50
			30933		04/25/23-05/24/23 PLAN CHECK - 1ST PC	1,312.50
			30934		04/25/23-05/24/23 PLAN CHECK - 1ST PC	1,375.00
					Total :	**5,756.00**
216734	6/22/2023	001928 AT&T	459390		LOCATION DAILY FEE FOR CASE WI 23 045003	775.00
					Total :	**775.00**
216735	6/22/2023	001731 AVENU INSIGHTS & ANALYTICS	INV06-016626		SUTA CA - Q-4, 2022	11,346.07
					Total :	**11,346.07**
216736	6/22/2023	002010 BARNES-FOX, DIANA	51623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	5,248.87
					Total :	**5,248.87**
216737	6/22/2023	000034 BIO-TOX LABORATORIES	44403		RC SHERIFF - LAB SERVICES	154.65
					Total :	**154.65**

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216738	6/22/2023	000080	BURKE, WILLIAMS AND SORENSON,, LLF	301149		LEGAL FEES - APR 2023	54,308.99
						Total :	**54,308.99**
216739	6/22/2023	001678	CALIFORNIA INTERGOVERNMENTAL, RIS	INV-1719		CIRA WORK COMP DEDUCT QTR 9-30-22 & 12-3	3,604.99
						Total :	**3,604.99**
216740	6/22/2023	001761	CHARTER COMMUNICATIONS	2318060823		CABLE THROUGH 7/07/23 - FS61	5.33
						Total :	**5.33**
216741	6/22/2023	000976	CITY OF LAKE ELSINORE	IN23-0252		DAMAGE - CITY PROPERTY- QUINN, ADMIN	6,552.07
						Total :	**6,552.07**
216742	6/22/2023	001694	COSTAR REALTY INFORMATION INC	120358928		JUN 2023 CONTRACTUAL SVCS	796.00
						Total :	**796.00**
216743	6/22/2023	001292	CRISP IMAGING	383583		CIP 057-2	155.59
						Total :	**155.59**
216744	6/22/2023	002005	CWF INC	51223		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	2,542.68
						Total :	**2,542.68**
216745	6/22/2023	000027	DIRECT TV	082317220X230613		06/12/23-07/11/23 CABLE SERVICES - CITY	173.79
						Total :	**173.79**
216746	6/22/2023	000022	EDISON	61223-3123		05/11/23 -06/11/23 23873 CLINTON KEITH R	183.67
				61223-3487		05/11/23 -06/11/23 23873 CLINTON KEITH R	343.87
				61223-7255		05/11/23 -06/11/23 23873 CLINTON KEITH R	163.31
				61323-3047		05/12/23 -06/12/23 MISSION TRAIL TC1	99.22
				61323-3243		05/12/23 -06/12/23 31818 CENTRAL ST LS3	33.26
				61323-3950		05/12/23 -06/12/23 34311 MISSION TRAIL L	30.95
				61323-5361		05/12/23 -06/12/23 31818 CENTRAL TC1	90.90
				61323-7372		05/12/23 -06/12/23 24211 CLINTON KEITH R	59.75
				61323-8688		05/12/23 -06/12/23 21458 GRAND AVE TC1	88.52
				61523-3767		05/16/23-06/14/23 31160 CLINTON KEITH RD	11.04
				61523-5249		05/16/23-06/14/23 32975 WILLOW BAY RD	11.04
				61523-7633		05/16/23-06/14/23 32975 WILLOW BAY RD TC	91.87
						Total :	**1,207.40**

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216747	6/22/2023	001728	FORENSIC NURSES OF SOCAL, INC.	2155		POLICE DEPT- SEXUAL ASSALT FORENSIC EXAM	1,200.00
				2163		POLICE DEPT SUSPECT FORENSIC EXAM 5/31/2	800.00
				2164		POLICE DEPT SUSPECT FORENSIC EXAM 5/31/2	800.00
						Total :	**2,800.00**
216748	6/22/2023	002006	FOUCHEY, BRIAN	51823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	498.08
						Total :	**498.08**
216749	6/22/2023	001450	FRANCHISE TAX BOARD	62223		WITHHOLDING ORDER - S STANTON	50.00
						Total :	**50.00**
216750	6/22/2023	000571	FRED PRYOR SEMINARS, PRYOR LEARN	8848		PRYOR+ 12 MONTH RENEWAL - HR ADMIN	299.00
						Total :	**299.00**
216751	6/22/2023	001325	GEOCON WEST, INC.	723050405		CIP 026-1 THROUGH 5/14/23	4,872.25
						Total :	**4,872.25**
216752	6/22/2023	000685	GREAT AMERICA FINANCIAL SERVIC	34223146		CANON COLOR COPIER SYST. #015-1472515	359.97
				34227613		CANON COLOR COPIER SYST. #016-1585799	214.24
						Total :	**574.21**
216753	6/22/2023	001783	HR DYNAMICS & PERFORMANCE	61223	0000421	THROUGH 04/06/23-05/25/23 CLASSIFICATION	5,125.00
				61823		ADVERTISING EXPENSE REIMBURSEMENT	2,437.00
						Total :	**7,562.00**
216754	6/22/2023	000304	JOE A. GONSALVES & SON	160690	0000423	FY 22/23 PROFESSIONAL CONTRACTUAL LEGISL	3,000.00
				160848	0000423	FY 22/23 PROFESSIONAL CONTRACTUAL LEGISL	3,000.00
						Total :	**6,000.00**
216755	6/22/2023	000647	JOLLY JUMPS	062323		CAMP OUT IN THE PARK - GAME MASTER	395.00
						Total :	**395.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216756	6/22/2023	002007 MERRITT, WILLIAM	61323		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	333.25
					Total :	**333.25**
216757	6/22/2023	001932 MIKE'S PREMIUM JUMPERS LLC	15647649		CAMP OUT IN THE PARK - INFLATABLES	356.70
					Total :	**356.70**
216758	6/22/2023	001210 MURRIETA/WILDOMAR CHAMBER, OF C(	42579		STATE OF THE CITY	12,210.00
					Total :	**12,210.00**
216759	6/22/2023	001677 OFFICE OF ECONOMIC DEVELOPMENT	2023-23		JANUARY - MARCH 2023 DIF LIBRARY	5,149.70
					Total :	**5,149.70**
216760	6/22/2023	002008 PEZZUTO, WILLIAM ALAN	60623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	716.18
					Total :	**716.18**
216761	6/22/2023	000185 PITNEY BOWES	51823		POSTAGE METER REFILL 05/18/23	500.00
					Total :	**500.00**
216762	6/22/2023	001107 PLACEWORKS	81715		APRIL 2023 PROF. SVCS. 27 ACRE PARK CIP	4,949.55
			82135		MAY 2023 CONTRACTUAL SVC - PROJECT RELAT	1,045.00
			82144		MAY 2023 CONTRACTUAL SVC - PROJECT RELAT	271.25
			82145		MAY 2023 CONTRACTUAL SVC - PROJECT RELAT	232.50
			82146		MAY 2023 CONTRACTUAL SVC - PROJECT RELAT	3,138.75
			82147		MAY 2023 CONTRACTUAL SVC - PROJECT RELAT	885.00
			82172		MAY 2023 CONTRACTUAL SVC/MULTI-FAMILY DE	582.50
			82227		MAY 2023 CONTRACTUAL SVC - GP UPDATE/EIR	37,839.03
					Total :	**48,943.58**
216763	6/22/2023	000042 PV MAINTENANCE, INC.	005-268		CITYWIDE MAINT. CONTRACTUAL SERVICES - M	89,765.74
					Total :	**89,765.74**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216764	6/22/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000043121		CONTRACT LAW ENFORCEMENT THROUGH 02/08/2	452,375.87
			SH0000043134		CONTRACT LAW ENFORCEMENT THROUGH 03/08/2	454,900.59
			SH0000043183		CONTRACT LAW ENFORCEMENT THROUGH 04/05/2	452,887.46
			SH0000043262		CONTRACT LAW ENFORCEMENT RATE ADJUSTMENT	106,119.48
					Total :	**1,466,283.40**
216765	6/22/2023	001921 SCA OF CA, LLC	106155CS		CFD 2013-1 ZONE 2 SWEEPS	7,215.61
					Total :	**7,215.61**
216766	6/22/2023	001979 SHELDON, KRISTIN	520		CAMP OUT IN THE PARK-FACE PAINTER	450.00
					Total :	**450.00**
216767	6/22/2023	002011 SHERIFF'S ADMINISTRATION/, ATTN: NIC	61923		SHERIFF'S SPECIAL EVENT 6/28/23	100.00
					Total :	**100.00**
216768	6/22/2023	001393 SOCALGAS	61223		05/19/23-06/08/23 GAS-FIRE DEPT 32637 GR	59.39
					Total :	**59.39**
216769	6/22/2023	001255 STEVE'S TOWING INC	135969		CASE WI223350042	616.00
					Total :	**616.00**
216770	6/22/2023	002009 TOVAR, MARK	61523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,768.24
					Total :	**1,768.24**

41 Vouchers for bank code : wf **Bank total : 1,759,346.20**

41 Vouchers in this report **Total vouchers : 1,759,346.20**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216772	6/29/2023	000032 A BETTER PARTY, INC.	23417-1	0000468	CITY BIRTHDAY: TABLE AND CHAIR RENTAL	1,140.91
					Total :	**1,140.91**
216773	6/29/2023	000033 AMERICAN FORENSIC NURSES	77764		BLOOD DRAW (2)	133.70
			77770		BLOOD DRAW (1)	66.85
					Total :	**200.55**
216774	6/29/2023	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JUNE 2023		ANIMAL CONTROL SERVICE JUNE 2023	7,000.00
					Total :	**7,000.00**
216775	6/29/2023	000029 APPLEONE	01-6622721		ADMIN W/E 5/06/23 (HJ)	4,401.30
			01-6623137		ACCOUNTING SPECIALIST I W/E 5/06/23 (WH)	3,554.40
			01-6652647		ADMIN W/E 6/17/23 (JH)	1,256.85
			01-6652648		ADMIN W/E 6/17/23 (HJ)	1,735.00
			01-6652649		ADMIN ASSISTANT-CLERICAL W/E 6/17/23 (CH	1,296.32
			01-6653058		ACCOUNTING SPECIALIST I W/E 6/17/23 (WH)	3,554.40
					Total :	**15,798.27**
216776	6/29/2023	002013 ARTOVATOR	230701AR	0000469	CITY BIRTHDAY: FACE PAINTING SERVICE	840.00
					Total :	**840.00**
216777	6/29/2023	000034 BIO-TOX LABORATORIES	44358		RC SHERIFF - LAB SERVICES	478.58
					Total :	**478.58**
216778	6/29/2023	001330 BMW MOTORCYCLES OF RIVERSIDE	6032945/1		BMW MOTORCYCLE MAINTENANCE - SHERIFF	2,708.83
					Total :	**2,708.83**
216779	6/29/2023	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-1773		CIRA WORK COMP DEDUCT JAN-MAR 2023	1,406.56
					Total :	**1,406.56**
216780	6/29/2023	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001025		MONTHLY RADIO COMMUNICATION - SHERIFF &	543.69
					Total :	**543.69**
216781	6/29/2023	001338 DEANZA TERMITE & PEST CONTROL, INC	628786A		PEST CONTROL MARNA (06/19/23)	55.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216781	6/29/2023	001338	001338 DEANZA TERMITE & PEST CONTROL, IN((Continued)			**Total :**	**55.00**
216782	6/29/2023	000058	DEPARTMENT OF JUSTICE	664058		MAY 2023 POLICE BLOOD ALCOHOL ANALYSIS (	105.00
						Total :	**105.00**
216783	6/29/2023	000977	DIAMOND ENVIRONMENTAL SERVICES	62823	0000466	CITY BIRTHDAY: TEMPORARY FENCE, RESTROOM	936.40
						Total :	**936.40**
216784	6/29/2023	000022	EDISON	061623-7151		05/12/23-06/12/23 TRAFFIC CONTROL	6,760.04
						Total :	**6,760.04**
216785	6/29/2023	001937	EIDE BAILLY LLP	EI01530693		CONSULTING SERVICES -MAY 2023	2,156.25
						Total :	**2,156.25**
216786	6/29/2023	000012	ELSINORE VALLEY MUNICIPAL, WATER D	12424858		05/10/23-06/10/23 WATER ZONE 52 LOC 01	85.11
				12424914		05/10/23-06/10/23 WATER ZONE 29 LOC 02	40.83
				12425196		05/10/23-06/10/23 WATER ZONE 71 LOC 01	226.15
				12425395		05/10/23-06/10/23 WATER 32637 GRUWELL-FS	109.62
				12425477		05/10/23-06/10/23 WATER MARNA O'BRIEN	2,938.70
				12430220		05/13/23-06/13/23 WATER ZONE 3 LOC 7 M1	74.67
				12430233		05/13/23-06/13/23 WATER HERITAGE PK (AUT	180.19
				12433541		05/14/23-06/14/23 WATER ZONE 3 LOC 25 M1	509.99
				12433542		05/14/23-06/14/23 WATER ZONE 3 LOC 25 M2	878.59
				12435310		05/14/23-06/14/23 WATER ZONE 3 LOC 24 M1	653.50
				12436477		05/14/23-06/14/23 WATER CFD 2013-1, ZONE	191.07
				12436637		05/14/23-06/14/23 WATER MALAGA GATEWAY P	372.93
						Total :	**6,261.35**
216787	6/29/2023	001126	GRACE CHRISTIAN SCHOOLS OF, WILDC	62223		REFUND OF UNUSED DEV. DEPOSIT FUNDS	1,621.68
						Total :	**1,621.68**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216788	6/29/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34284784		CANON COLOR COPIER SYST. #018-1765784	214.24
					Total :	**214.24**
216789	6/29/2023	001679 HABITAT FOR HUMANITY INLAND, VALLE	GOLF TOURNAMENT2023		FOURSOME- MONDAY JUNE 26, AT MENIFEE LAK	600.00
					Total :	**600.00**
216790	6/29/2023	000634 HEYDAY RECORDS AND EVENTS	1052	0000471	CITY BIRTHDAY: HEYDAY STAGE AND SOUND RE	5,419.00
			1055	0000477	CITY BIRTHDAY: HEYDAY-BANDS: OPENING AND	2,860.00
					Total :	**8,279.00**
216791	6/29/2023	000647 JOLLY JUMPS	070123	0000476	CITY BIRTHDAY: INFLATABLE RENTAL AND ADU	720.00
					Total :	**720.00**
216792	6/29/2023	001755 LIGHTS, PROPS AND SMILES, PHOTOBO	20230622-01	0000470	CITY BIRTHDAY: PHOTO BOOTH RENTAL	550.00
					Total :	**550.00**
216793	6/29/2023	001983 OCCUPATIONAL HEALTH CENTERS OF, C	79472881		(1) PHYSICAL EXAM W/NON REG USD 5 PN	200.00
					Total :	**200.00**
216794	6/29/2023	001677 OFFICE OF ECONOMIC DEVELOPMENT	2023-23BAL		FEBRUARY 2023 DIF LIBRARY BALANCE	30.00
					Total :	**30.00**
216795	6/29/2023	001918 REGIONAL GOVERNMENT SERVICES, AU	15106	0000445	CITY CLERK CONTRACT SERVICES FOR MAY	6,835.50
					Total :	**6,835.50**
216796	6/29/2023	000186 RIGHTWAY	346326		06/22/23-07/19/23 - PORTA/WASHSTN-WINDSO	723.50
					Total :	**723.50**
216797	6/29/2023	000289 RIVERSIDE COUNTY SHERIFF, TECHNIC/	SH0000043564		RIVERSIDE COUNTY SHERIFF - COMMUNICATION	45,825.00
					Total :	**45,825.00**
216798	6/29/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000043396		CONTRACT LAW ENFORCEMENT THROUGH 05/03/2	455,111.28

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216798	6/29/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	(Continued)			
			SH0000043546		SART EXAM (1) FEB 2023-RUHS MEDICAL CENT	1,200.00
					Total :	**456,311.28**
216799	6/29/2023	001255 STEVE'S TOWING INC	135449		CASE WI222780001	308.00
					Total :	**308.00**
216800	6/29/2023	001258 SUNBELT RENTALS, INC.	140606468-0001		MOVIE IN THE PARK	140.26
					Total :	**140.26**
216801	6/29/2023	000378 TEMECULA VALLEY PIPE & SUPPLY	628292		FACILITY MATERIAL	388.22
					Total :	**388.22**
30	**Vouchers for bank code :**	wf			**Bank total :**	**569,138.11**
30	**Vouchers in this report**				**Total vouchers :**	**569,138.11**

City of Wildomar
Wire Transfer Register
6/30/2023

ACH Date	Payee	Description	Amount
6/1/2023	CFT NV Developments	Monthly City Hall Lease	$ 22,881.97
6/1/2023	WRCOG	Streetlight principle and interest payment	87,562.23
6/15/2023	Riverside County Treasurer	County Suplus Land Purchase	21,676.54
6/20/2023	Corner Escrow, Inc.	CAFH Park Purchase	50,100.00
6/20/2023	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	5,645.98
6/20/2023	US Bank	Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	19,021.52
6/28/2023	Corner Escrow, Inc.	CAFH Park Purchase	2,062,471.00
6/29/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	175.88
6/29/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	500.88
		TOTAL	$ 2,087,815.26

City of Wildomar
Payroll Warrant Register
7/1/2023

ACH Date	Payee	Description	Amount
6/8/2023	Heartland Payroll	05/20/2023-06/02/2023	$ 105,757.62
6/22/2023	Heartland Payroll	06/03/2023-06/16/2023	$ 105,620.67
6/30/2023	Heartland Payroll	06/01/2023-06/30/2023	$ 1,638.61
		TOTAL	**$ 213,016.90**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: July 12, 2023

SUBJECT: May 2023 City Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for May 2023.

SUMMARY:
May 2023 City Treasurers Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of May 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:
May 2023 City Treasurer's Report

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

May 2023

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 6,115,015.72	$ 4,270,450.77	(2,220,159.27)	$ 8,165,307.22	1.650%
		TOTAL	$ 6,115,015.72	$ 4,270,450.77	$ (2,220,159.27)	$ 8,165,307.22	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 4,814,806.28	$ 4,814,806.28	$ 4,814,806.28	14.41%	0	2.993%
Various	CAMP POOL	$ 11,502,336.31	$ 11,502,336.31	$ 11,502,336.31	34.43%	0	5.160%
Various	CAMP MANAGED ACCOUNT	$ 17,119,506.59	$ 17,119,506.59	$ 17,086,927.79	51.15%	819	Variable
	TOTAL	$ 33,436,649.18	$ 33,436,649.18	$ 33,404,070.38	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 41,601,956.40

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 4,814,806.28	$ 0.00	$ 0.00	$ 0.00	$ 4,814,806.28	2.993%
100	General	CAMP POOL	$ 2,013,093.17	$ 0.00	$ 8,824.20	$ 0.00	$ 2,021,917.37	5.160%
115	ARPA	CAMP POOL	$ 8,032,107.10	$ 0.00	$ 35,207.96	$ 0.00	$ 8,067,315.06	5.160%
461	DIF Park Imp	CAMP POOL	$ 1,006,546.58	$ 0.00	$ 4,412.10	$ 0.00	$ 1,010,958.68	5.160%
301	ENDWMNT	CAMP POOL	$ 400,390.13	$ 0.00	$ 1,755.07	$ 0.00	$ 402,145.20	5.160%
100	General	CAMP MANAGED ACCOUNT	$ 5,970,020.85	$ 0.00	$ 14,265.60	$ 0.00	$ 5,984,286.45	Variable
110	DEVAG	CAMP MANAGED ACCOUNT	$ 485,685.85	$ 0.00	$ 1,158.65	$ 0.00	$ 486,844.50	Variable
120	AA	CAMP MANAGED ACCOUNT	$ 6,070,652.77	$ 0.00	$ 14,482.19	$ 0.00	$ 6,085,134.96	Variable
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,006,298.90	$ 0.00	$ 2,400.62	$ 0.00	$ 1,008,699.52	Variable
300	CEM	CAMP MANAGED ACCOUNT	$ 1,006,298.90	$ 0.00	$ 2,400.62	$ 0.00	$ 1,008,699.52	Variable
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,539,782.72	$ 0.00	$ 6,058.91	$ 0.00	$ 2,545,841.63	Variable
		TOTAL	$ 33,345,683.26	$ 0.00	$ 90,965.92	$ 0.00	$ 33,436,649.18	

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

6/11/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: July 12, 2023

SUBJECT: Bingo Ordinance Amendment - 2nd Reading

SUBMITTED BY: Thomas D Jex

ACTION:
Approve the 2nd reading of an Ordinance entitled:

ORDINANCE NO. 233

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ORDINANCE AMENDMENT NO. 233 TO AMEND CHAPTER 5.04 (BINGO) OF WILDOMAR MUNICIPAL CODE

SUMMARY:
This Ordinance makes changes to Chapter 5.04 of the Wildomar Municipal Code as follows:

• Applications for bingo licenses will be processed by City rather than Riverside County Sherriff's Department.
• A bingo license will be valid for 12 months, rather than 6 months.
• The section requiring 1% of monthly gross receipts over $5,000 from bingo license holder be paid to City is deleted.
• Total prizes awarded during bingo games increased from $250 to $500.

DISCUSSION:
The City Council approved the first reading of Ordinance No. 233 at the June 14, 2023, City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance 233.

ATTACHMENTS:
1. Ordinance No. 233

ORDINANCE NO. 233

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING ORDINANCE AMENDMENT NO. 233 TO AMEND CHAPTER 5.04 (BINGO) OF WILDOMAR MUNICIPAL CODE

WHEREAS, the City Council of the City of Wildomar, pursuant to police powers delegated to it by the California Constitution has the authority to enact legislation that promotes the public health, safety and general welfare of its residents; and

WHEREAS, the City of Wildomar ("City") has the authority to adopt an ordinance authorizing the game of bingo for charitable purposes in accordance with Section 19 of Article IV of the California Constitution and Section 326.5 of the Penal Code; and

WHEREAS, the City desires to make amendments to Chapter 5.04 of the Wildomar Municipal Code to extend bingo permits to twelve months, authorize the City Manager to review and issue bingo licenses, increase the total value of prizes available to be awarded during a bingo game, and remove the requirement that licensees pay one percent of the monthly gross receipts over $5,000.00; and

WHEREAS, these amendments are authorized under the authority of Section 326.5 of the Penal Code; and

THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CHAPTER 5.04 OF THE WILDOMAR MUNICIPAL CODE

A. *Section 5.04.010 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows:*

"Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

""Bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random. The game may include cards having numbers or symbols which are concealed and preprinted in a manner providing for distribution of prizes. The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game. All such preprinted cards shall bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinance."

""City Manager" means the City Manager for the City of Wildomar or designee.

""Minor" is any person under the age of 18 years.

““Qualified organization” is a mobilehome park association, a senior citizens organization, or an organization exempted from the payment of the bank and corporation tax by Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code.”

B. Section 5.04.040 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows:

“Applications for a license or renewal thereof shall be filed with the City Clerk and approved by the City Manager on forms prescribed by the City Manager and shall be signed under penalty of perjury. Such applications shall be filed:

“A. Not less than 30 days prior to the proposed date of the bingo game or games;

“B. Not later than 30 days after obtaining written verification from the Planning Department that there is improved vehicular access to the premises wherein a bingo game is to be conducted and that such premises contain off-street vehicle parking facilities on the basis of not less than one parking space for each two seats; one seat is defined as an area of seven and one-half square feet; and

“C. Not later than 30 days after obtaining written verification from the Building and Safety Department that the operation of such game or games is in compliance with Title 15 and Chapter 8.28.”

C. Section 5.04.050 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows:

“A. The term of a bingo license is twelve months and may be renewed for a period of twelve months any time within one year from its date of issuance, upon application therefor.

“B. The fee for an initial bingo license shall be $50.00 and shall accompany the filing of the application. A license may be renewed upon the payment of a renewal fee of $50.00 which has been paid at least 30 days prior to the expiration of the term of the current license and provided the applicant is in good standing under the current license. When the renewal fee is not paid at least 30 days prior to expiration of the current license, an additional late fee of $25.00 shall be paid.

D. Section 5.04.060 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows:

“A. Upon receipt of an application for a license, along with the appropriate fee, the City Manager shall investigate the truth of the matters set forth in the application and the character of the applicant and may examine the premises to be used for the bingo game or games.

“B. The City Manager may make inquiries to any office or department of the City, and to any County, State of California, and federal agencies which the City Manager deems essential in order to carry out a proper investigation of applicant and the organization.

“C. Upon approval of any application for a bingo license, the City Manager shall issue the license.”

E. *Section 5.04.080 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows*:

“A. A qualified organization shall conduct a bingo game only on property owned or leased by it, or on property whose use is donated to such organization, and which property is used by such organization for an office or for the performance of the purposes for which the organization is organized. Nothing in this subsection shall be construed to require that the property owned or leased by, or whose use is donated to, the organization be used or leased exclusively by, or donated exclusively to, such organization.

“B. No minors shall be allowed to participate in any bingo game.

“C. All bingo games shall be open to the public, not just to the members of the qualified organization.

“D. A bingo game shall be operated and staffed only by members of the qualified organization which organized it. Only the organization authorized to conduct a bingo game shall operate such game or participate in the promotion, supervision or any other phase of such game. Such organization shall have written policies incorporated in its constitution, articles, by-laws or other regulations setting forth the manner in which a person may become a member of the organization, and absent any such written policies, it shall be presumed that the organization has no members who may operate and staff a bingo game. This subsection does not preclude the employment of security personnel, who are not members of the qualified organization, at a bingo game by the organization conducting the game.

“E. No person shall receive or pay a profit, wage, salary or percentage from any bingo game authorized by this chapter.

“F. No individual, corporation, partnership or other legal entity except the organization authorized to conduct a game shall hold a financial interest in the conduct of such bingo game.

“G. With respect to organizations exempt from payment of the bank and corporation tax by Section 23701(d) of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes, that is, for the purposes for which such organizations are organized pursuant to their articles of incorporation or for purposes clearly incidental thereto. With respect to other organizations authorized to conduct bingo games pursuant to the provisions of this chapter, all proceeds derived from a bingo game shall be kept in a special fund and account and shall not be commingled with any other fund or account. Such proceeds shall be distributed to organizations that are tax exempt under Section 23701(d) of the Revenue and Taxation Code to be used for charitable purposes as above defined, except as follows:

"1. Such proceeds may be used for prizes.

"2. A portion of such proceeds, not to exceed 20% of the proceeds before the deduction for prizes, or $2,000.00 per month, whichever is less, may be used for rental of property, overhead, including the purchase of bingo equipment, administrative expenses, security equipment and security personnel.

"The licensee shall keep full and complete accounting records supported by properly executed contracts, leases, receipts, and other related documents which pertain to all monies, or other forms of income, collected in connection with the conduct of any of its bingo games, disbursed for expenditures in connection therewith and remaining or distributed for charitable purposes. Such records shall be clearly identified and readily accessible. Officials of the City shall have the right to examine and audit such records at any reasonable time, and the licensee shall fully cooperate with such officials by making such records available. At the end of any month during which any bingo game is conducted, the licensee shall file with the City Manager a full and complete financial amount remaining or distributed for charitable purposes.

"3. Such proceeds may be used to pay license fees.

"H. No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

"I. The total value of prizes awarded during the conduct of any bingo games shall not exceed $500.00 in cash or kind, or both, for each separate game which is held."

F. Section 5.04.100 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows:

"A. An application for a bingo license may be denied for any of the following findings:

"1. That the applicant does not fulfill the specific requirements for such license as set forth in this chapter;

"2. That the applicant, or any agent or representative thereof, has knowingly made any false, misleading or fraudulent statement of a material fact in the application or any document in connection therewith;

"3. That the applicant, or any of its members, is not of good moral character. If the applicant has, or any of its members have, been convicted of any felony under the laws of this state or has been previously convicted of an offense under the laws of any other state of the United States which offense if committed in this state would have been punishable as a felony, it shall be presumed that the applicant is not of good moral character; or

"4. That the applicant is unfit to conduct bingo games.

"B. A bingo license may be suspended or revoked for any of the following findings:

"1. That the licensee has, or any of its members have, violated any of the provisions of this chapter; or

"2. That the bingo games will not comport with the public welfare for any reason or that the same have been conducted in an illegal, improper or disorderly manner, or in a manner substantially different from that described in the application, or for any reason for which the license application could have been denied.

"C. If, after an investigation, the City Manager determines that a bingo license should be suspended or revoked or that an application for such license be denied, they shall prepare a notice of suspension or revocation or denial of application setting forth the reasons for such suspension, revocation or denial. Such notice shall be served personally on the licensee or applicant, or sent by registered or certified mail, postage prepaid, return receipt requested to the licensee's or applicant's last address as provided in the application.

"D. Any organization whose bingo license has been denied or revoked may not apply for a license to conduct any bingo games for a period of one year from the date notice of such denial or revocation was served on it, or if affirmed on appeal by the City Council as provided in Section 5.04.110, from the date of such affirmation; provided, however, if the reason for revocation is cancellation of the exemption granted under Section 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code, such organization may again apply for a bingo license upon proof of reinstatement of such exemption."

G. *Section 5.04.110 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows*:

"A. Any person who has had an application for a bingo license denied by the City Manager, or who has had a bingo license suspended or revoked by the City Manager may appeal the decision by filing with the City Clerk, within 15 days after the date of such decision, a written notice of appeal briefly setting forth the reasons why such denial, suspension or revocation is not proper. The Clerk shall give written notice of the time and place of the hearing to the appellant.

"B. Such appeal shall be heard by the City Council which may affirm, amend or reverse the decision or take such other action as it deems appropriate. In conducting the hearing, the City Council shall not be limited by the technical rules of evidence."

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Adoption of this ordinance is not a project within the meaning of section 15378 of the CEQA guidelines because it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves continuing administrative activities under Section 15378(b)(2) of the CEQA Guidelines.

SECTION 3. **SEVERABILITY**

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

SECTION 4. **EFFECTIVE DATE**

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

SECTION 5. **CITY CLERK ACTION**

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

PASSED APPROVED AND ADOPTED this 12th day of July, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: July 12, 2023

SUBJECT: Professional Services Agreement for Enterprise Resource Planning Software (ERP) - Finance/Human Resources Modules with Oracle America, Inc. for Oracle NetSuite for Government

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Authorize the City Manager to execute the Master Agreement, Ordering Document, and Professional Services Ordering Document with Oracle America, Inc. and to make necessary budget adjustments, appropriations and transfers related to this Master Agreement for the implementation and software subscription of the NetSuite for Government ERP program.

SUMMARY:
This item authorizes a new Professional Services Agreement for the Oracle NetSuite for Government Finance/Human Resources ERP.

BACKGROUND:
The City of Wildomar has been using Eden as its Financial software since incorporation. Eden software has reached its end of life and will no longer be supported by Tyler Technologies. The time has come for a more modern, cloud-based solution to enhance financial operations and generate required reports. To ensure that the City has the best software and pricing, staff evaluated Tyler, Oracle, and Springbrook ERPs. Of these platforms, Oracle NetSuite for Government was deemed the best fit for Wildomar's Finance and Human Resources operations. NetSuite for Government is a comprehensive and highly scalable ERP platform that was designed for growing smaller governments like the City of Wildomar.

Oracle's NetSuite for Government team delivers the most secure and complete, cloud-based ERP solution designed for small to mid-sized local government agencies. NetSuite for Government is built on the world’s leading ERP platform, and is end-to-end Oracle. Everything about the solution, and the City's experience with NetSuite for Government will be provided by

Oracle, including implementation, development, hosting, and support.

DISCUSSION:
Although NetSuite for Government was launched in 2020, NetSuite has been serving thousands of organizations for over 20 years. NetSuite for Government is solely focused on delivering the best technology available to small to medium-sized cities and counties. Its tools and features streamline bill processing, payroll, benefits administration, budgeting and planning, and financial reporting. This allows the Administrative Services Department to have a clear view of their key performance indicators (KPI's), along with Citywide KPI's. NetSuite for Government's platform also provides analytics and reporting through real time visibility and business intelligence. Overall productivity can be improved Citywide, as the system will integrate with the permitting ERP to share data seamlessly.

The master agreement has been reviewed by the City Attorney, who has identified varying levels of risk to the City. One potential significant risk identified is that the security incident reporting clause does not appear to be strict enough. It allows Oracle to notify the City of a data breach without “undue delay”, rather than stating they will report within 24 hours. While this could pose a risk should employee data be compromised, Oracle’s cloud-based platform is also utilized by the CIA, IRS, and all four branches of the military, utilizing stringent security protocols. Weighing the operational need for the software as a service, versus the risks identified by the City Attorney’s office, staff recommend approving the agreement (Agreement, Attachment A) along with the Ordering Document for the Software as a Service (OD, Attachment B), and the Professional Services Ordering Document (ODS, Attachment C) for implementation services.

FISCAL IMPACT:
The agreement is for Oracle's NetSuite for Government ERP software subscription for a five-year term, approving the first five years with an annual cost of $60,660, which will paid the first fiscal year out of ARPA funding. In subsequent years, the payment will be partially offset by not paying the Eden service fee. In addition, an initial implementation cost has been estimated in the amount of $269,448, which will be paid with ARPA funding as previously obligated by Council. The five-year total not-to-exceed amount is $572,748.

ACCOUNT CODE:
115-410-4200-58110

ATTACHMENTS:
A_Agreement_Cloud_CSA_US_Offline_PS_v040119_29-JUN-2023.pdf
B_OD_Cloud_OD_CPQ-2989340_30-MAY-2023_final.pdf
C_ODS_15029080-City of Wildomar-vB.pdf

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF

REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 "**Your Content**" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

City of Wildomar	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Agreement No.: _____*[to be completed by Oracle]*

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Wildomar	**Contact**	Heidi Schrader
Address	23873 Clinton Keith Rd Ste 110 Wildomar CA 92595	**Phone Number**	+1 (951) 297-3457
		Email Address	hschrader@cityofwildomar.org

New Subscription

Service Period: 60 months

Cloud Services	Data Center Region	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	60 mo	504,000.00	50.0	4,200.00	252,000.00
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	9	60 mo	26,460.00	50.0	24.50	13,230.00
B94587 - Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	NORTH AMERICA	1	60 mo	7,200.00	50.0	60.00	3,600.00
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	29,940.00	50.0	249.50	14,970.00
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	NORTH AMERICA	10	60 mo	39,000.00	50.0	32.50	19,500.00
			Subtotal	606,600.00			303,300.00

Fee Description	Net Fee
Cloud Services Fees	303,300.00
Net Fees	303,300.00
Total Fees	303,300.00

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-2989340

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 30-Nov-2023

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

City of Wildomar	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Wildomar	**Customer Name**	City of Wildomar
Customer Address	23873 Clinton Keith Rd Ste 110 Wildomar CA 92595	**Customer Address**	23873 Clinton Keith Rd Ste 110 Wildomar CA 92595
Contact Name	Heidi Schrader	**Contact Name**	Heidi Schrader
Contact Phone	+1 (951) 297-3457	**Contact Phone**	+1 (951) 297-3457
Contact Email	hschrader@cityofwildomar.org	**Contact Email**	hschrader@cityofwildomar.org

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-15029080

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** City of Wildomar **Your Address:** 23873 Clinton Keith Rd, Ste 110 Wildomar, CA 92595

Oracle Representative:	Scott Weir	**Your Billing Contact:**	Heidi Schrader
Address:	17901 Von Karman Ave #800 Irvine, CA 92612	**Address:**	23873 Clinton Keith Rd, Ste 110 Wildomar, CA 92595
Phone Number:	562-370-3384	**Phone Number:**	951-297-3457
Email Address:	scott.weir@oracle.com	**Email Address:**	hschrader@cityofwildomar.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$234,303.00	$35,145.00	$269,448.00
Total Fees and Estimated Expenses				**$269,448.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-CPQ-2989340** and all amendments and addenda thereto (collectively, the "Master Agreement").

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 31-AUG-2023

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of

environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

City of Wildomar	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	*{to be completed by Oracle}*

Your Name: City of Wildomar
Ordering Document Number: US-15029080
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to two hundred twenty-eight (228) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service.

A. Oracle will assist You in the following phases:

1. Engage Phase:
   A. Conduct two (2) project kick-off workshops (one [1] for Finance and one [1] for Human Resources/Payroll) for up to two (2) hours each for Your project team to review the project governance processes including:
      1. Scope management;
      2. Risk management;
      3. Issue management;
      4. Communications management;
      5. Configuration management;
      6. Quality management; and
      7. Create a getting started guide.
   B. Create and provide an initial project work plan, which will include the following:
      1. Tasks; estimated start and end dates, and estimated durations;
      2. Assigned resources from You and Oracle; and
      3. Known dependencies.
   C. Conduct one (1) workshop for up to two (2) hours for Your project team to review the welcome packet which includes:
      1. Data conversion plan;
      2. Integration plan; and
      3. Communications plan.
   D. Conduct two (2) workflow process review sessions (one [1] for Finance and one [1] for Human Resources/Payroll) for up to one and a half (1.5) hours each to review Your existing processes and make recommendations on NetSuite for Government processes to adopt.
   E. Conduct two (2) initial data migration strategy sessions (one [1] for Finance and one [1] for Human Resources/Payroll) for up to two (2) hours each to review the data collection process and gather the foundational aspects of Your data from Your legacy software (such as cost centers, accounts, projects, grants, customer users, vendors, employee table data, employee assignment data, and historical payroll data).

2. Focus Phase:
   A. Conduct up to six (6) “Data Migration Workshops” for up to two (2) hours each for Your project team to review the following processes:
      1. Chart of accounts (“COA”) setup and fund management;
      2. Entity setup;
      3. Account balances;
      4. Historical data;
      5. Current fiscal year data import; and
      6. Fixed assets.
   B. Assist with the loading of up to five (5) years of Your historical data.
   C. Conduct up to seven (7) “Configuration Workshops” for up to two (2) hours each for Your project team to review the following processes:
      1. System administration;
      2. Integrations;
      3. Analytics and reports;
      4. Workflows and automation;

5. Payroll; and
6. Timecards.

D. Configure NetSuite for Government environment based upon requirements gathered from the workshops.
E. Provide guidance on configuring data exports from Your third-party applications “IntelliPay” and “Wells Fargo” to Your NetSuite for Government environment and provide results of the data load.
F. Provide up to ten (10) person days to guide You on configuring data exports from a third-party application to be selected for licensing and permitting.

3. Refine Phase:
   A. Provide up to eleven (11) functional training sessions of up to two (2) hours each for Your project team on the Oracle NetSuite for Government application.
   B. Provide one (1) functional training session of up to two (2) hours for Your project team on the HR/Payroll module.
   C. Provide You up to three (3) person days over the course of two (2) weeks to assist with finance user acceptance testing (“UAT”).
   D. Provide You up to ten (10) person days over the course of three (3) payroll cycles to assist with payroll parallel testing.

4. Go-Live Phase:
   A. Assist with cutover tasks to move from Your legacy system to production NetSuite for Government environment.
   B. Provide up to eleven (11) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live.
   C. Facilitate the transition from Your implementation team to the Oracle NetSuite for Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.
   A. The Services are performed on a time and materials (“T&M”) basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

   B. Rates. For a period of one (1) year from the ordering document effective date, the Services will be provided at the rates of $128.63 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle’s consulting rates in effect when the Services are performed.

   C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle’s resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.
   A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
      1. Provide user feedback during configuration and validation.
      2. Be available as needed during the project to answer Oracle’s questions, provide business decisions and other items as required.
      3. Provide on-going support to internal users following the implementation.
   B. Enable administrator access to allow provisioning of Your Oracle NetSuite for Government instance prior to the commencement of Services.
   C. Modify Your processes as necessary to align with the standard functionality of the Oracle NetSuite for Government Cloud Service.

D. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
E. You will accept Oracle NetSuite release upgrades.
F. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
G. Complete and return the questionnaire in the Oracle NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshops.
H. Ensure Your existing procedure and business process documentation is made available to Oracle at least two (2) weeks prior to the Configuration Workshops.
I. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
J. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed between You and Oracle at the start of the implementation.
K. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
L. Extract the data from Your legacy system(s), providing it in the format specified by Oracle, and complete data cleansing and mapping within three (3) weeks from the Project Kickoff. Data to be migrated includes the following:
    1. List data;
    2. Transaction detail from first fiscal year being migrated through most recent audited fiscal year; and
    3. Account balances for each fiscal year being migrated.
M. Conduct user acceptance testing and notify Oracle of completion within two (2) business weeks.
N. Validate the final list data and transactional data within two (2) weeks from data upload.
O. Provide customer audited data for data migration, including historical years up through the most recent audited fiscal year.
P. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
Q. Manage the post-production maintenance and support of Your Oracle NetSuite for Government instance.

5. <u>Project Assumptions.</u>
A. A person day is defined as one (1) resource working up to eight (8) hours.
B. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
C. All project presentations, and project communication will be in U.S. English.
D. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible.
E. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday through Friday excluding holidays.
F. The Oracle NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation.
G. The Services are designed to stage Go-Live in the production environment in two (2) phases with financials first, and payroll in phase 2.
H. The following, among other items not set forth herein and without limitation, are not included within the scope of, or estimated fees for, the Services to be performed under this order:
    1. Performance testing, tuning, or any management of performance.
    2. Testing beyond the activities described in this exhibit.
    3. Customizations to Oracle NetSuite for Government.
    4. Custom payroll calculations.
    5. Oracle Cloud subscription services other than NetSuite for Government.
    6. Languages other than U.S. English.
    7. Integrations or data conversions beyond what is explicitly described in this exhibit.
    8. Cloud middleware, database, operating and other hardware activities.
    9. Oracle transactional business intelligence training.
    10. Transformations or data mapping of elements.
    11. Additional workforce structures for future use, expansion, or acquisitions.
    12. Extensions, customizations, or custom reports.
    13. Localizations other than those made to the chart of accounts structure.

14. Post-production Services exceeding eleven (11) person days, or thirty (30) calendar days after go-live, whichever comes first.
15. Anything not expressly listed in the Description of Services.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: July 12, 2023

SUBJECT: Volunteer Program Policy

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
Approve the Volunteer Program Policy

SUMMARY:
Volunteers are a key resource for City, this policy establishes procedures for an effective Volunteer Program that encourages citizens to contribute their time and talents to public service.

DISCUSSION:
The City's Volunteer Program is designed to coordinate and manage all volunteer efforts which support city services provided to the community. The program addresses community service needs, while placing special emphasis on the City's priorities. The program is designed to effectively match individuals to departments that have volunteer opportunities. The program will require coordinated efforts from Human Resources, Department Supervisors, and the designated Volunteer Coordinator. The use of volunteers shall be subject to approval by the City Manager.

Volunteers are individuals, not city employees, who provide at-will services to the City for civic and or philanthropic reasons. These individuals are not eligible for salaries or benefits. All volunteers must complete an application form and are subject to appropriate screening and background checks. Each volunteer shall receive an orientation on or before the first day of service. Departments will complete a volunteer position description that identify the duties and responsibilities. Volunteers will be best matched with interests, skills and qualifications.

FISCAL IMPACT:
The fiscal impact for approving the program will be from conducting background checks of potential volunteers and any reimbursements due to volunteers as stated within the program.

ATTACHMENTS:

Volunteer Program Policy.pdf
Attachment A_Volunteer Application.pdf
Attachment B_WC Volunteer Release.pdf
Attachment C_Affidavit of Criminal History.pdf
Attachment C_Authorization for Background Investigation.pdf
Attachment C_Release of Information form.pdf
Attachment D_Volunteer Position Discription.pdf
Attachment E_Risk Assessment.pdf
Attachment F_Checklist for Volunteer Program.pdf
Attachment G_Volunteer Report.pdf

VOLUNTEER PROGRAM POLICY

I. INTRODUCTION

Volunteers are a key resource for the City of Wildomar ("City"). These individuals bring a wealth of skills and knowledge in a variety of areas. Volunteers expand and improve services provided to the community, enable the City to stretch tax dollars to improve the lives of its citizens, and encourages participation in city government. Volunteers can be found helping out in almost all departments, working in offices, recreation centers, libraries, and parks. Many programs could not operate without volunteer assistance.

Volunteers are not City employees, but instead are individuals who provide services to the City for civic or philanthropic reasons. Volunteers are not eligible for salaries, benefits or other compensation. Subject to approval by the City Manager or designee, the necessary equipment or uniforms and reimbursement for approved actual expenses and mileage may be provided. Volunteers serve at-will and at the pleasure of the City Manager, have no property right in continued volunteering, and are not entitled to any pre or post disciplinary procedural due process or evidentiary appeals.

II. PURPOSE

This Volunteer Program Policy ("Policy") establishes procedures for an effective Volunteer Program that encourages citizens to contribute their time and talents to public service

The City's Volunteer Program is designed to coordinate and manage all volunteer efforts which support city services provided to the community. The program addresses community service needs, while placing special emphasis on the City's priorities. The Program designed to effectively match individuals to departments that have volunteer opportunities.

The City may utilize volunteer to deliver City services. The use of volunteers shall be subject to approval by the City Manager or designee.

III. ASSIGNMENT OF RESPONSIBILITY

A. **Volunteer Coordinator.** Plans the effective use of volunteers, including: conduct and/or coordinate training, ensure appropriate supervision, assess risk exposures, assign volunteers to departments based on skills, experience and need, and completes necessary documentation.

B. **Human Resources.** Manages the Volunteer Program, providing oversight for the recruitment, selection, screening, and orientation of volunteers. Also responsible for maintaining records and developing/enforcing volunteer

policies and procedures to ensure a successful program.

C. **Department Heads/Supervisors.** Educates the volunteer on safe work practices as required for all employees, identifies requirements of each task, develops work schedules, monitors use of equipment, and provides necessary training. All Department Heads are responsible for supervising volunteers, ensuring that policies and procedures are followed, conducting performance reviews, and reporting all incidents which may expose the City to liability in accordance with existing policy.

IV. DEFINITION

Volunteer: an individual who assists with work within the City for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation either monetary or in kind, and who offer such services freely and without direct or implied pressure or coercion from the City. Volunteers are not City employees. City employees may not serve as volunteers for the City, whether during on-duty or off-duty .

V. PROCEDURES

A. RECRUITMENT

Volunteers shall be assigned without regard to race, color, , religion, creed, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), national origin, ancestry, age (40 and over), marital status, physical disability, mental disability, medical condition, sexual orientation, gender identity, gender expression, genetic information, marital status, military or veteran status, reproductive health choices, or any other basis protected by law. Volunteers may be recruited either through an interest in specific functions or through a general interest in volunteering which the City will try to match with their experience or interests. Methods for recruiting volunteers may include public notice in newsletters or City website.

B. APPLICATION

All volunteers must complete an application form. The form shall be used to identify special skills, interests, background, and qualifications. All parents or guardians must sign the application for minors (Attachment A).

Additionally, each volunteer must complete a liability waiver form and acknowledgement that workers' compensation benefit is the sole and exclusive remedy (Attachment B). No one may volunteer unless all forms

are completed and submitted to the Human Resources Department.

C. SCREENING

The City shall obtain the volunteer's authorization to conduct appropriate screening and background check. The scope of these activities will vary depending of the volunteer position. Depending on the nature of the position, use of any or all of the following screening techniques may be appropriate (Attachment C):

- Application forms requesting information on prior convictions or misconduct;
- Contacting personal and employment references;
- Criminal background check, including use of information from the National Crime Information Center and state/local sex offender registries;
- Verification of education, training, certifications and licenses;
- Motor vehicle record check; and/or
- Fingerprinting

Positions that require fingerprinting include those involving interaction with children, youth, or the elderly. Potential volunteers have the right to refuse to be fingerprinted. In doing so, such individuals **will not be eligible to volunteer**. Department representatives are to give a Fingerprint Scan Request (Live Scan Request) to volunteers for which fingerprinting is required. The individual will be directed to a City's designated location to have their fingerprints completed. These volunteers **may not begin** volunteering until the result from the Department of Justice and/or FBI has been received and the Human Resources Department has given the individual clearance to begin.

D. PROTECTION OF PRIVACY

The City recognizes that it may collect and maintain birth dates and Social Security numbers (SSNs) as part of the volunteer selection process. This information is legally protected data and is highly confidential. The City is dedicated to ensuring the privacy and proper handling of this information in accordance with State and Federal law.

The volunteer's SSN and other private information shall be used for the purpose of verifying the identity of the volunteer during the screening process and may not be used for any other purpose.

E. VOLUNTEER POSITION DESCRIPTION AND RISK EVALUATION

Each department shall complete a volunteer position description. The description shall identify the duties and responsibilities as well as the qualifications, skills and other requirements of the volunteer position (Attachment D). Each department shall also complete a volunteer position risk assessment to identify potential hazards, training and the use of personal protective equipment, if applicable for each position (Attachment E).

Once a volunteer has been selected, he/she will receive a copy of the volunteer position description and risk evaluation. Both of these original signature forms are to be forwarded to the Human Resources Department upon completion.

F. SELECTION AND APPOINTMENT

The Volunteer Coordinator shall best match the interests, skills and qualifications of the volunteer to the departments with existing opportunities. The Department Head shall interview the volunteer and may choose to accept or decline the volunteer service. If the individual is declined, the Department Head shall notify the Human Resources Department. Human Resources will notify the individual that the department is unable to use their services and, subject to the individual's consent, they will be referred to another department for volunteer services if appropriate.

If a volunteer wishes to work in a different department, the volunteer shall be referred to the Volunteer Coordinator. The Volunteer Coordinator shall identify opportunities within the City and refer the volunteer to the new department for an interview. If accepted, the volunteer will be subject to additional screening requirements (if applicable) and trained on any new risks, policies, and/or procedures associated with the new position.

G. ORIENTATION AND TRAINING

Each volunteer shall receive an orientation on or before the first day of service. This orientation session shall assist the volunteers in their role with the City. The orientation shall include:

- Relevant City policies, such as those addressing harassment, discrimination, retaliation prevention, etc.
- Information procedures and responsibilities, when, how and to whom problems, complaints, hazards, or suggestions, etc. should be reported.
- Travel reimbursement policy, etc.

Training shall be specific to the type of work the volunteer will be performing. The Volunteer Coordinator, Department Head or Supervisor shall review each volunteer position and risk assessment (Attachment E) to determine the type of training needed and who will conduct it. Under no circumstance will a volunteer begin their assignment before proper training. Training may be conducted by the Supervisor, virtual platform, or outsources to in person training depending on the volunteer position.

A check list (Attachment F) must be completed by the Volunteer Coordinator or Supervisor and filed with Human Resources.

H. VEHICLE OPERATION

Should vehicles use be required to perform volunteer duties, the volunteer may use their personal vehicle providing he/she provides evidence of automobile liability insurance with personal injury limits no less than $50,000 per person or $100,000 per occurrence. Human Resources shall maintain copies of the evidence of insurance. Volunteers driving a City or personal vehicle will be subject to a Motor Vehicle check to determine their eligibility, per City policy.

If a volunteer's driver's license has been revoked or suspended, or if there is activity that warrants concern, the volunteer's supervisor and the volunteer will be notified immediately by the Human Resources Department that the volunteer is no longer able to drive in the course of volunteering.

The volunteer must be notified that it is the responsibility of the volunteer utilizing his/her privately owned vehicle to maintain accurate records of the purpose and extent of his/her travel, and to make substantiated claims for reimbursement per the City's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the volunteer's cost of operating the vehicle on City business, including the cost of insurance. Further, all operating expenses of the privately owned vehicle are to be borne by the volunteer.

Further, the volunteer must acknowledge the City is not liable for any damage to a volunteer's privately owned vehicle, unless caused by the City's negligence. It is the responsibility of the volunteer to notify his/her immediate supervisor, the Department of Motor Vehicles, and their insurance company in the case of any accident if the volunteer is relieved of their duties.

I. SUPERVISION

Each volunteer must have a clearly identified supervisor who is responsible

for direct management of that volunteer. This supervisor shall be responsible for day-to-day management and guidance of the work of the volunteer, and shall be available to the volunteer for consultation and assistance. An adult must supervise volunteers under the age of eighteen (18).

The Supervisor shall conduct periodic evaluations of volunteers. Volunteers that do not perform to their responsibilities or department standards may be relieved of their duties. Human Resources will notify the volunteer.

J. VOLUNTEER RECOGNITION AND RIGHTS

The City views volunteers as an invaluable resource and integral part of the City's ability to provide and enhance community services. The City aims to recognize outstanding volunteer contributions. Recognition of volunteers may include various awards, activities or a simple "Thank You" for their efforts for helping make our community a better place to live.

During their tenure with the City, volunteers should:

- Be treated with respect and courtesy.
- Receive proper training for the job assigned.
- Be informed about the City's policies.
- Be recognized for their efforts in providing program services.

K. VOLUNTEER LIABILITY

The City shall provide coverage to volunteers while acting within the scope of their responsibilities and under the supervision of the City as required by law.

L. YOUTH VOLUNTEERS

During the summer months, the use of minor volunteers increases, particularly in parks and recreation. The City shall comply with all applicable Federal and State laws governing work by minors. Where there is discrepancy between the Federal and State laws, the more restrictive of the two shall be applied. No minor shall be permitted to perform activities determined to be hazardous under the Fair Labor Standards Act (FLSA), nor should any minor exceed the number of hours worked permitted by law (Attachment I). Refer to the following link below for the California Labor law governing minors.
http://www.dir.ca.gov/dlse/ChildLaborPamphlet2000.html#17

M. INJURY TO VOLUNTEERS

The policy and procedures for reporting employee work-related injuries apply to volunteers as well. The Supervisor shall provide the injured volunteer with the DWC1 form, and complete the required workers' compensation forms, submit to Human Resources for processing, and the volunteer shall be directed to the designated treating facility. The City will attempt to immediately notify the parent or guardian of an injured minor.

The Supervisor shall conduct an initial investigation, determine cause, recommendations to prevent reoccurrence, and document the findings.

N. REPORTING

Each Department, not later than the 15th day of each month, shall make a written report (Attachment G) for the preceding month that includes:

1. All volunteers who performed services in that month;
2. The total number of hours spent on such services;
3. All new volunteers enrolled during the month; and
4. All volunteers who were released.

The report shall be filed with Human Resources, who may inspect the roster at any time and shall do so at least quarterly to see that inactive volunteers have been removed from the roster of available volunteers and that other information on the roster accurately reflects current conditions.

O. RELEASE OF VOLUNTEER

Volunteers who do not adhere to the rules, policies and regulations of the City fail to perform their assignments satisfactorily, or are participating in activities that are no longer required are subject to released from volunteer service. A volunteer may be released from volunteer service at any time. The City reserves the right to request that a volunteer leave immediately. No prior notification is necessary to release a volunteer of their services

ATTACHMENT A
VOLUNTEER APPLICATION
City of Wildomar

Date:_____

CONTACT INFORMATION

Full Name:	Address:
Phone: ☐Cell ☐Home ☐Work Best time to call:	
Date of Birth:	

SKILLS AND BACKGROUND

Current Occupation:	Place of Employment:
Previous Volunteer Experience:	Special Training/Skills/Certifications:
Have you ever worked for the City of Wildomar? If yes, please provide details regarding termination of employment.	Are you related to any person employed by the City of Wildomar? If yes, please identify to whom you are related (related means: spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sibling, step-sibling, sibling-in-law, child, step-child, legal ward, child-in-law, grandchild, or grandparent)
Drivers License Number: Do you have access to a vehicle? ☐ No ☐ Yes, Insurance Co.:	Languages Spoken:
If attending school, please provide name of school:	Highest Grade Completed: Degree/Major:

VOLUNTEER INTERESTS

What types of volunteer projects interest you?	How long are you available to volunteer? ☐ Special Projects Only ☐ 3 months ☐ 6 months ☐ 1 year ☐ Ongoing Other:

VOLUNTEER APPLICATION
City of Wildomar

Please indicate days/times you are available:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours:							

Name: _____ Position:_____

Name: _____ Position:_____

Name: _____ Position:_____

REFERENCES

Please provide two references (not related to you):

Name: _____ Phone:_____ Years Known:_____

Name: _____ Phone:_____ Years Known:_____

EMERGENCY CONTACTS

(Minors must list at least one parent or guardian)

Full Name: Relationship to you:	Address:
Phone: ☐Cell ☐Home ☐Work	
Full Name: Relationship to you:	Address:
Phone: ☐Cell ☐Home ☐Work	

Have you ever been convicted of any misdemeanor or felony? ☐ No ☐ Yes, please explain:_____

_____

_____

VOLUNTEER APPLICATION
City of Wildomar

REVIEW AND ACKNOWLEDGE

INITIALS

_____ I understand all volunteers are subject to a screening process that may include but is not limited to: fingerprinting, background check, credit check, driving record review, interview, and contacting references. I understand I have the right to refuse any of these screening processes, but in doing so may become ineligible for volunteer opportunities.

_____ I understand that as a volunteer I will not be paid for my services beyond reimbursement for incidental expenses related to the assignment (i.e. mileage reimbursement).

_____ I understand that my selection as a volunteer is dependent on my review of the volunteer position description and ability to perform the essential functions, duties, and responsibilities with or without reasonable accommodation of the volunteer assignment.

_____ I understand that I may not begin an assignment until orientation has been completed and all requested paperwork has been submitted including but not limited to: Release of Liability, Acknowledgement of Workers' Compensation Benefits, Consent to Background/Credit Check and Information Release, Affidavit of Criminal History, and Proof of Insurance where required.

_____ I understand that if using my personal vehicle, the City is not liable for any damage unless caused by the City's sole negligence. In the event of an accident, it is my responsibility to immediately notify my volunteer supervisor, Department of Motor Vehicles, and my insurance company.

_____ I understand as a volunteer I am subject to the rules, policies, and regulations of the City. I further understand that as a volunteer, I may be released at any time, with or without notice or cause.

_____ _____

Applicant Signature *Parent/Guardian Signature (if applicant is a minor)*

_____ _____

Print Name *Print Name*

ATTACHMENT B
VOLUNTEER SERVICES AGREEMENT
RELEASE OF LIABILITY AND ASSUMPTION OF RISK
City of Wildomar

I, _____, hereby acknowledge that I have voluntarily applied to participate in performing volunteer services for the City of Wildomar ("Services") in the_____ department. I am voluntarily participating in the Services with the knowledge that there is a risk that I may be injured while I do so and I freely and voluntarily expressly assume all the risks of participating in the Services. I understand that the City's policy is to cover volunteers as employees of the City for purposes of Worker' Compensation benefits. I also understand that under Workers' Compensation laws, Workers' Compensation benefits will be my sole and exclusive remedy in the event I am injured while participating in the Services.

In consideration of my participation in the Services, with the exception of Workers' Compensation benefits, I hereby waive and release on my behalf and on behalf of my heirs, guardians, legal representatives and assigns, the City of Wildomar, its officials, officers, employees, agents volunteers and representatives (collectively "City") from any and all liability of any kind or nature for injuries to persons or property, including death, arising from or in connection with my participation in the Services, that this waiver and release is applicable even though the actively or passively negligent activities of City may have caused or contributed to the injuries suffered.

I also certify that I am physically fit and in proper physical condition to participate in the Services and have not been advised otherwise by a qualified medical person. Lastly, I agree to accept and abide by applicable City policies including the harassment, discrimination, and retaliation prevention policy, while participating in the Services.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY COERCION OR INDUCEMENT.

Date: _____ _____
Signature

_____
Print Name

Date: _____ _____
Parent or Guardian*

_____
Print Name

**Signature of parent or guardian is required if volunteer is under age 18.*

ATTACHMENT C
AFFIDAVIT OF CRIMINAL HISTORY
City of Wildomar

Pursuant to the City of Wildomar ("City") policy, I understand that this form notifies me that in order to reduce the City's risk, all current and prospective volunteers must certify that they do not have a history of criminal convictions or must disclose such convictions if they occurred after the employee or volunteer reached the age of eighteen (18) years old. Convictions which occurred prior to the age of eighteen (18) years old must be disclosed if they are public information.

I understand that for the purposes of this affidavit, a person is deemed to be convicted of committing a felony or misdemeanor if such person has been convicted under the laws of any state or any territory subject to the jurisdiction of the United States for an unlawful act which, if committed within the State of California, would be a felony or misdemeanor. In addition, I understand that convicted means a conviction by a jury or court and also includes the forfeiture of any bail, bond, or other security deposited to secure the appearance by a person charged with a felony or misdemeanor, including traffic violations involving the use of alcohol and/or drugs, the payment of a fine, a plea of nolo contendere, and the imposition of a deferred or suspended sentence by the court. Information regarding offenses that occurred in another state and is not public information in that state need not be disclosed.

In accordance with the above information, I hereby affirm the following (initial all that apply):

That I ***have not*** been convicted of any felony or misdemeanor, other than minor traffic violations not involving the use of alcohol and/or drugs. **INITIAL** _____

OR:

That I ***have been*** convicted of a felony or misdemeanor, other that minor traffic violation not involving the use of alcohol and/or drugs, but that such conviction(s) occurred prior to the time I reached the age of eighteen (18) years old. **INITIAL** _____

Date of conviction_____
Court entering judgment of conviction_____
Nature of the offense:
_____
_____
_____

AND/OR:

ATTACHMENT C
AFFIDAVIT OF CRIMINAL HISTORY
City of Wildomar

That I ***have been*** convicted of a felony or misdemeanor, other than minor traffic violations not involving the use of alcohol and/or drugs, and that such conviction(s) occurred after I reached the age of eighteen (18) years old as detailed below. **INITIAL**_____

Date of conviction_____
Court entering judgment of conviction_____
Nature of offense:
_____
_____
_____

I agree to notify the City immediately in the event that I am convicted of any felony or misdemeanor, other than minor traffic violations not involving the use of alcohol and/or drugs, during my volunteer service with the City (*exception: youth under the age of 18 years do not need to provide supplemental information if that information is confidential*). **INITIAL**_____

I was notified that I may be required to sign an affidavit of criminal history on a periodic basis to verify continued status and I agree to cooperate by voluntarily doing so when requested.

By my signature below, I, _____, acknowledge that I have completed this affidavit fully and truthfully.

_____ _____
Volunteer Signature *Date*

_____ _____

ATTACHMENT C
AUTHORIZATION FOR BACKGROUND INVESTIGATION
in Connection with Volunteer Application
City of Wildomar

TO WHOM IT MAY CONCERN:

I have completed and submitted a volunteer application with the City of Wildomar ("City"). I certify that all statements contained in that application are true and complete, and I understand that any misrepresentation or omission in that application, whether negligent or intentional, may be cause for my non-selection or release from the City's volunteer program.

I hereby authorize the City, its officers, officials, agents, representatives, volunteers, and employees to conduct an investigation into my background in connection with the City's consideration of my volunteer application ("Background Investigation"). I understand this Background Investigation may solicit information from, and include contact with, the character references listed on my application, my current or past employers and co-workers, scholastic institutions, police agencies, financial institutions, credit bureaus, neighbors, friends and relatives whether listed on my application or not. This information will be collected and used to the extent permitted under federal and California law.

I hereby waive and release the City, its officers, officials, agents, representatives, volunteers, and employees from any and all liability of any kind or nature for injuries to persons or property arising from or in connection with the Background Investigation and the City's receipt, use or dissemination of the information obtained in the Background Investigation ("Waiver"). I understand and agree that the claims covered by this Waiver include all claims whether known or unknown, suspected or unsuspected, and all rights under Section 1542 of the California Civil Code, which are hereby expressly waived. Section 1542 of the California Civil Code states:

INITIALS: _____ A general release does not extend to claims the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

I further agree to defend and indemnify, with legal counsel selected by the City, its officers, officials, agents, representatives, volunteers and employees from and against any claims of any kind or nature, whether administrative or judicial or in law or in equity, brought by third parties against the City, its officers, officials, agents, representatives and employees based on the Background Investigation or the City's receipt, use or dissemination of the information obtained in the Background Investigation ("Indemnification").

The Waiver and Release and Indemnification above shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of the City, its officers, officials, agents, representatives, and employees.

I understand the purpose of the Background Investigation is to help determine my eligibility for a position with the City, and I request and authorize any and all of my current or past employers, co-workers, scholastic institutions, police agencies, financial institutions, credit bureaus, neighbors, friends, relatives, and medical and psychiatric/psychological providers or other persons to furnish the City any and all information concerning me. I hereby release and agree to hold harmless any and all such

ATTACHMENT C
AUTHORIZATION FOR BACKGROUND INVESTIGATION
in Connection with Volunteer Application
City of Wildomar

persons or organizations from any liability or damage which may be incurred as a result of furnishing to the City the information requested by the City in regard to my volunteer application.
A photocopy of this release may be used for the purposes set forth herein.

I, _____ (Print Name) hereby authorize the City of Wildomar ("City") to obtain any investigation reports on me in connection with my application for volunteer service with the City.

I have received and read the City's Consent to Background Investigation in Connection with Volunteer Application explaining that such investigation reports may include information concerning my creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living. This information will be collected to the extent permitted under federal and California law. This information may be obtained from personal interviews with my professional and personal acquaintances.

I understand that this authorization is not an offer for volunteer service with the City and that any false or misleading information I have provided to the City may result in my disqualification from such service with the City.

Your signature below acknowledges that you have read and understand the above authorization.

Date: _____

_____
Volunteer Candidate Name

_____
Volunteer Candidate Signature

Report Copy: Under rights granted to me by California law, I wish to receive a copy of my investigation report by checking this box: ☐

ATTACHMENT C
AUTHORIZATION FOR RELEASE OF INFORMATION FOR VOLUNTEER
City of Wildomar

I _____, have applied to be a volunteer for the City of Wildomar ("City") as a _____ [*insert position applied for*] in the _____ Department.

I authorize the release of any and all information that you have concerning me, including information of a confidential or privileged nature requested by the City in connection with my pending volunteer application.

I hereby voluntarily fully release the City, its officers, officials, employees, agents, and representatives from and against any and all liabilities, claims, causes of action, losses, damages or injuries, of whatever kind or nature in any way arising from or in connection with furnishing any information about me in response to a request by the City in connection with my volunteer application.

Print Name: _____

Sign Name: _____

Address: _____

Date: _____

ATTACHMENT D
VOLUNTEER POSITION DESCRIPTION
(Non-Disaster Service Worker)
City of Wildomar

Department/Division/Program:_____

Position:_____ Reports to:_____

Worksite:_____ Phone:_____

Assignment Period: From _____To_____ Work Days: _____

Work Hours:_____

Purpose/Goal of Position:_____

Required Training:_____

This position requires: ☐ Drivers License ☐ Use of Private Vehicle

Insurance Company: _____

Coverage Limits: _____

ASSIGNMENT DETAILS

Please describe the skills, qualifications, and certifications required:

Please describe primary duties and responsibilities:

ATTACHMENT D

Please indicate the essential job functions of this assignment:

		Frequency (N, R, O, F, C)	Describe/Provide Examples
☐	Driving		
☐	Standing		
☐	Sitting		
☐	Walking		
☐	Repetitive Motion		
☐	Lifting		
☐	Carrying		Up to _____lbs
☐	Bending		
☐	Twisting		
☐	Reaching		
☐	Balancing		
☐	Climbing		
☐	Kneeling		
☐	Crawling		
☐	Pushing/Pulling		
☐	Coordination		
☐	Squatting		
☐	Vision		
☐	Hearing		
☐	Speaking		

Frequency refers to the average amount of time spent on each task during a shift:

Never (N):	Not Required
Rare (R):	Less than 10%
Occasional (O):	Up to 33%
Frequent (F):	Up to 66%
Constant (C):	Over 66%

The essential functions of this assignment will be reviewed periodically as duties and responsibilities change and are subject to modification. Nothing in this volunteer position description restricts management's right to assign or reassign duties and responsibilities for this assignment.

By signing below, you acknowledge that you have reviewed and understand the above volunteer position description. You further acknowledge you are qualified and capable to perform the requirements of this assignment.

_____ _____

Volunteer *Date*

_____ _____

Supervisor *Date*

SUPERVISOR'S USE ONLY

Indicate screening requirements for this position (must be completed prior to start date):

☐ Age Verification ☐ Credit Check ☐ Fingerprinting ☐ Reference Check ☐ Verify Certification ☐ Verify Insurance

☐ Driving Record ☐ Background Check ☐ Criminal Record ☐ Verify Education ☐ Verify Prior Training ☑ All Forms Submitted to HR

ATTACHMENT E
VOLUNTEER JOB RISK ASSESSMENT
City of Wildomar

Volunteer Job/Task: _____ Department: _____
Work Location: _____ Assessment Date: _____
Driver License Required? Yes ☐ No ☐
Ability to Lift 25 lbs Repeatedly? Yes ☐ No ☐
Minimum Age (specify): _____

Check left column to show potential hazards of this volunteer position.

OUTDOOR HAZARD SOURCE		PERSONAL PROTECTIVE MEASURES REQUIRED	NECESSARY TRAINING
☐	**Bites:** snakes, dogs, insects	Protective clothing, footwear, gloves	Hazard specific training
☐	**Heat Stress:** heat stroke, exhaustion, or dehydration	Ventilation, heat resistant clothing, water to replenish lost fluids	Recognition of heat stress signs
☐	**Sun Exposure:** skin cancer or vision damage	Sunscreen, brimmed hat, ultraviolet eye protection and protective clothing	Sun hazard awareness
☐	**Driving:** injury to vehicle occupants from collision	Seat belts	Defensive driving
☐	**Traffic:** injury to workers from motor vehicle traffic or heavy equipment	Proper footwear, hard hat or eye protection, orange safety vest, traffic cones, signs and flares	Traffic control, working around heavy equipment
INDOOR HAZARD SOURCE		**PERSONAL PROTECTIVE MEASURES REQUIRED**	**NECESSARY TRAINING**
☐	**Office Equipment:** paper cutters, shredders, file cabinets, computer screens or keyboards	Proper footwear and clothing for office	Safe operations specific to equipment, Repetitive Motion Injuries ("RMI") prevention
INDOOR OR OUTDOOR HAZARD SOURCE		**PERSONAL PROTECTIVE MEASURES REQUIRED**	**NECESSARY TRAINING**
☐	**Hand Tools:** powered or unpowered	Proper footwear, clothing, and eye protection. Safe hand tool use, RMI protection prevention	Safe operations specifics to equipment as required in user manuals, when applicable.
☐	**Footing Traction:** slippery, uneven or unstable walking surfaces/terrain	Proper footwear	Slips, trips and falls protection
☐	**Ladders:** freestanding or fixed	Proper footwear, safety tie offs, bracing	Ladder safety
☐	**Elevated work surfaces:** falls from height	Fall protection, proper footwear	Slips, trips and falls
☐	**Noise:** noise from machinery/equipment	Hearing protection	Hearing conservation
☐	**Body Position/Leverage:** strenuous or repetitive lifting, carrying or pulling	Back brace, lifting and carrying aids such as hand trucks, dollies or slings	Safe lifting and carrying, back safety awareness
REGULATED HAZARD SOURCE		**PERSONAL PROTECTIVE MEASURES REQUIRED**	**NECESSARY TRAINING**
☐	**Chemicals:** gases, vapors or liquids which when inhaled, ingested or touched can cause injury of illness	Protective clothing, gloves, glasses/goggles, if indicated, appropriate respirator	MSDS, fire extinguisher, chemical specific handling, hazardous materials training
☐	**Biowaste:** bodily fluids or OPIM	Gloves, face and eye protection	Bloodborne pathogen training

Additional Hazards: _____

_____

_____ _____
Volunteer Signature *Date*

_____ _____
Supervisor Signature *Date*

ATTACHMENT F
CHECKLIST FOR VOLUNTEER PROGRAM
City of Wildomar

1. **Have appropriate application/release of information forms been completed by the volunteer?**

   Yes ☐ No ☐ Not Applicable ☐

2. **Have appropriate screening and background checking activities been conducted for the volunteer?**

   Yes ☐ No ☐ Not Applicable ☐

3. **Has the volunteer signed the City's waiver and release agreement?**

   Yes ☐ No ☐ Not Applicable ☐

4. **If the volunteer is a minor, have the parents or legal guardians signed all applicable forms?**

   Yes ☐ No ☐ Not Applicable ☐

5. **Has the volunteer received orientation on applicable City policies, procedures, etc.?**

   Yes ☐ No ☐ Not Applicable ☐

6. **Is there a written volunteer position description specifying the responsibilities and authority of the volunteer?**

   Yes ☐ No ☐ Not Applicable ☐

7. **Has the volunteer been assigned a supervisor?**

   Yes ☐ No ☐ Not Applicable ☐

8. **Has the volunteer received appropriate training?**

   Yes ☐ No ☐ Not Applicable ☐

9. **Has the age of the volunteer been verified to make certain he/she is able to perform certain task in accordance with Federal and State laws?**

   Yes ☐ No ☐ Not Applicable ☐

10. **Is driving a part of the volunteer's duties? If so, have the volunteer's drivers license, motor vehicle report, and personal auto liability insurance been checked?**

    Yes ☐ No ☐ Not Applicable ☐

11. **Has the City performed a job risk assessment on the duties assigned to the volunteer?**

    Yes ☐ No ☐ Not Applicable ☐

12. **Has the volunteer received appropriate personal protective equipment and been property trained in its use?**

    Yes ☐ No ☐ Not Applicable ☐

ATTACHMENT G
MONTHLY VOLUNTEER REPORT
City of Wildomar

Department Name: _____

Department Head: _____

Report Month/Year: _____

List all volunteers and total hours each worked during the month. If this is the first month the volunteer worked, please check the box.

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Name: _____ Hours: _____ New ☐

Total Volunteer Hours: _____

ATTACHMENT G
MONTHLY VOLUNTEER REPORT
City of Wildomar

Please list any volunteers who were discharged or resigned this month.

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Please list any volunteers who were did not work this month but remain available for service (inactive).

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Report prepared by:

_____ _____
Department Head Signature *Date*

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: July 12, 2023

SUBJECT: Tres Lagos Apartments Phase 1 - Precise Grading Agreement, Stormwater Management/BMP Facilities Agreement (Privately Maintained), Stormwater Management/BMP Facilities Agreement (CFD Maintained), Onsite and Offsite Improvement Agreements, and Parkway Maintenance Agreement

SUBMITTED BY: Daniel A York

PREPARED BY: Emily Stadnik

ACTION:
Authorize the City Manager to execute the Precise Grading Agreement, Stormwater Management/BMP Agreements for privately maintained and CFD maintained facilities, Onsite and Offsite Improvement Agreements, and Parkway Maintenance Agreement with Wildomar Tres Lagos Partners LP (Developer).

SUMMARY:
Prior to construction, the Developer must enter into various Improvement Agreements with the City to secure and guarantee the completion of improvements or to ensure that the construction can be brought to a safe and acceptable condition if not completed. The Developer must also enter into Maintenance Agreements with the City to guarantee the long-term maintenance of various improvements constructed by the Project.

Approval of this item will authorize the City Manager to execute the various agreements on behalf of the City. Approval of this item does not authorize or permit construction to begin on the Project.

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 three-phase, 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. 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.

The precise grading plan and improvement plans for Tres Lagos Apartments Phase 1 are currently being processed with the City.

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 for models and production. If the Developer fails to fulfill their obligations, the cash deposits 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 precise grading bond estimate shown as part of Attachment C.

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 SWPPP BMPs that are constructed with this development continue to be maintained in the future.

Improvement Agreements

In order to complete onsite and offsite public improvements, the Developer is required to enter into an Onsite Public Improvement Agreement and Offsite Public Improvement Agreement (Attachments F and G respectively) with the City. The agreements identify the Developer's obligations to the City in performing and completing the construction for onsite and offsite public improvements. The agreements also provide the City with bonds to ensure that the Developer will fulfill his/her obligations and secure 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 estimates included in the attachments.

Parkway Maintenance Agreement

The Developer is required to install landscaping in the parkway along Catt Road and Arnett Road. 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 H) identifies the maintenance responsibilities of the Developer to ensure that parkway facilities within the public right-of-way are in a clean and

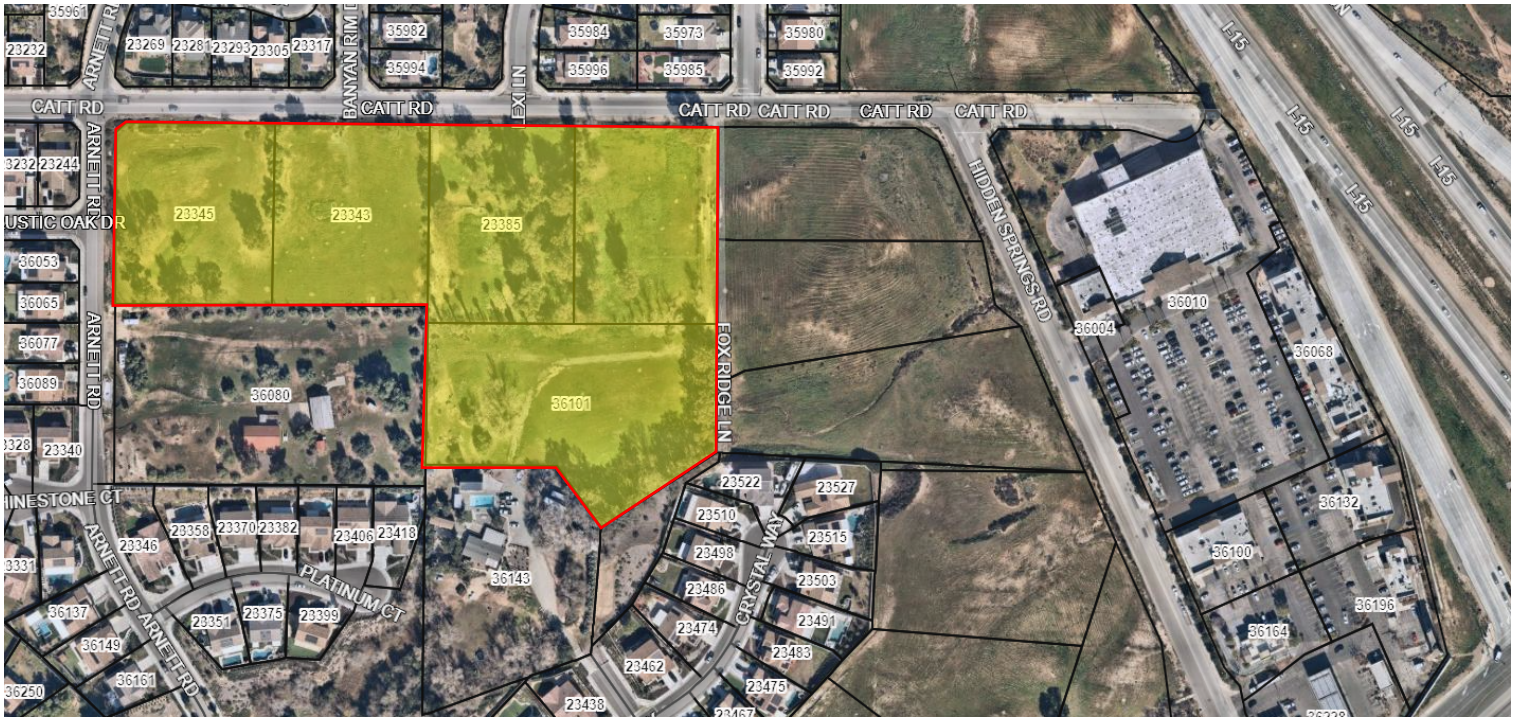
attractive condition.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement for Tres Lagos Apartments Phase 1, BMP Agreements, Parkway Maintenance Agreement and Improvement Agreements 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:
Attachment A - Aerial Map
Attachment B - Site Plan
Attachment C - Precise Grading Agreement
Attachment D - BMP Agreement - Private
Attachment E - BMP Agreement - CFD
Attachment F - Onsite Imp Agreement
Attachment G - Offsite Imp Agreement
Attachment H - Parkway Maintenance Agreement

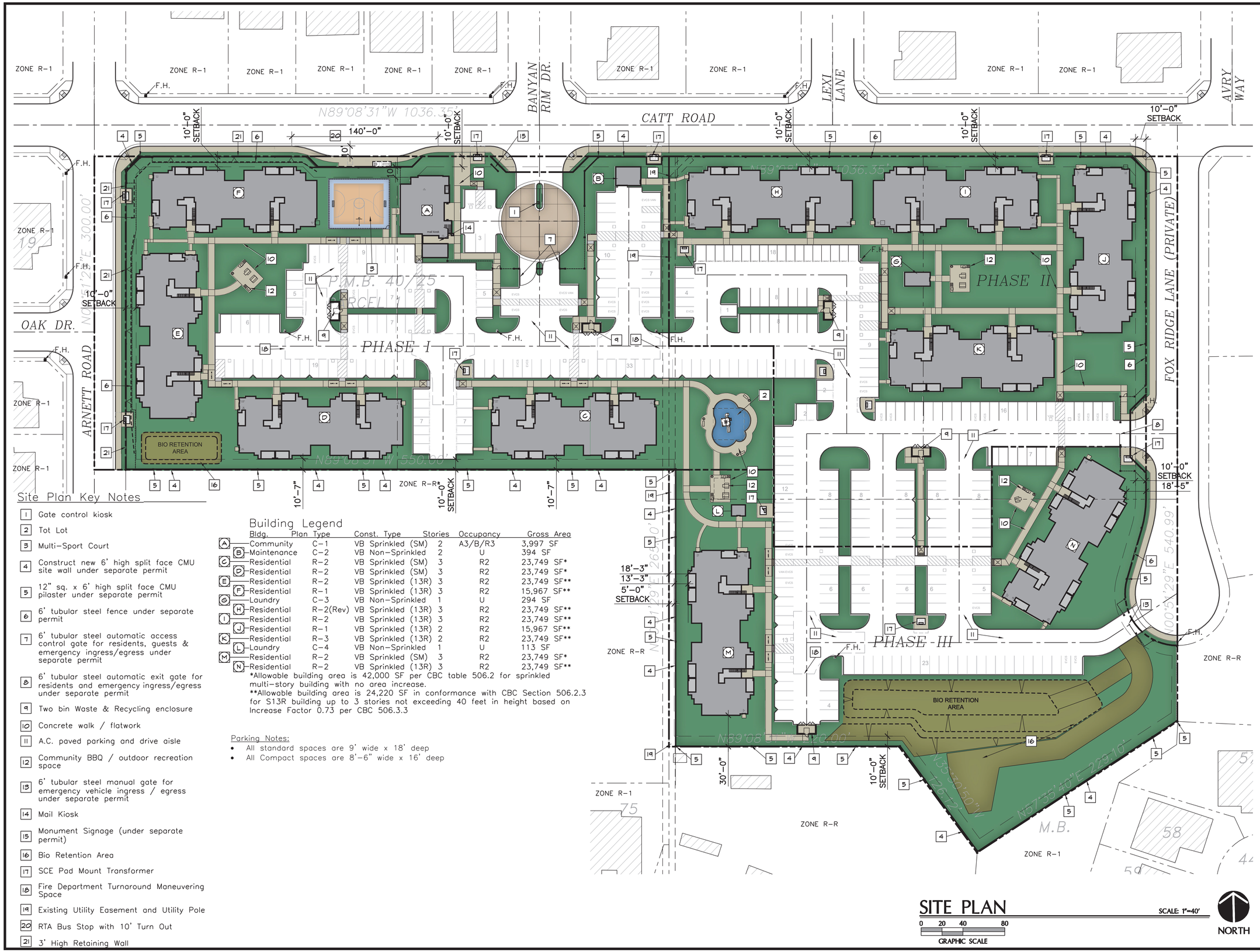
ATTACHMENT A



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. 1990N	Date 10/12/20
Drawn By WGA	Checked By WGA

Sheet Title
Site Plan

A-0.1

ATTACHMENT C

Precise Grading Agreement
Grading Bond
Grading Bond Estimate

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 1 (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 **Four Hundred Eighty Five Thousand Five Hundred Dollars ($485,500.00)**, which covers precise grading only.

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 only rough or precise grading, 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 LP, a
California limited partnership

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

By: Palm Communities,
a California corporation,
its manager

By: _____
Danavon L. Horn, President

Date _____

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.)

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(On-Site Grading)

FOR:

On-site Grading
$ 485,500.00

Premium
$ 4,370.00/1 yr.

Project Name:
Tres Lagos Apartments Phase 1

Parcel Map No.

Bond No.
ES00014917

Surety
Everest Reinsurance 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: 380-100-021, Project No.: 22-0192, 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 Reinsurance Company, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of Four Hundred Eighty-Five Thousand Five Hundred Dollars ($ 485,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

RIV #4835-2284-7769 v1

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 June 21, 2023.

NAME OF PRINCIPAL

WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership
By: PC Wildomar Developers LLC, a California limited liability company, its administrative general partner
By: Palm Communities, a California corporation, its manager
By: Danavon L. Horn, President

AUTHORIZED SIGNATURE(S): By: DANAVON L. HORN

Title

Title

Title
(If Corporation, Affix Seal)

NAME OF SURETY: Everest Reinsurance Company

AUTHORIZED SIGNATURE: Its Attorney-In-Fact
Shane Wolf

Title
(If Corporation, Affix Seal)

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

RIV #4835-2284-7769 v1

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 06/21/2023 (Date) before me, HANNAH K. THIEROFF, NOTARY PUBLIC (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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

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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 June 21, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00014917
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 6/21/23

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 Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017

EVEREST

SURETY BOND SEAL ADDENDUM
EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety

Everest Reinsurance Company
CORPORATE
SEAL
1973
DELAWARE

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

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

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of June 2023.

ES 00 01 04 16

City of Wildomar
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: _____ Date: 5/26/2023
PP, CU, PU, MS OR VL No: _____ City Project No: 21-0006

Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 8,500.00	$ 8,500.00
1	LS	Temporary Facilities and Utilities	$ 55,000.00	$ 55,000.00
		Demolition and Removal		
4	AC	Clearing and Grubbing	$ 2,600.00	$ 9,880.00
		Rough Grading		
40,309	CY	Mass Excavation	$ 2.85	$ 114,880.65
15,261	CY	Import and Export Material	$ 16.00	$ 244,176.00
		Erosion Control		
1,483	LF	Place Gravel Bags 2 Course High	$ 3.50	$ 5,190.50
	LF	Silt Fence	$ -	$ -
1	EA	Install Stabilized Construction Entrance	$ 3,500.00	$ 3,500.00
	AC	Soil Binder	$ -	$ -
1	EA	Place Gravel Bags to Protect Catch Basin	$ 250.00	$ 250.00
			10% Contingency	$ 44,137.72
			Total	$ 485,500.00

Signature

6/14/2023
Date

Ali Monshizadeh
Name (type or printed)

C67674
RCE No.

6/30/2023
Expiration Date

REGISTERED PROFESSIONAL ENGINEER
ALI MONSHIZADEH
C67674
EXP. 06/30/2023
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

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

1. Quantities are to be taken from the Improvement Plans.

2. Show Performance Bond Amounts to the nearest $500.00.

3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

ATTACHMENT D

Stormwater Management/BMP Facilities Agreement (Privately Maintained)

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, 2023 , by and between Wildomar Tres Lagos Partners 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 380-100-021, as recorded by deed in the land records of Riverside County, California, Deed Book 40, Page 25 (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 1, 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 LP
a California limited partnership (Seal)

By: PC Wildomar Developers LLC
A California limited liability, 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

RIV #4813-1696-2656 v2

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 06/21/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DANAON 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

©2019 National Notary Association

ATTACHMENT E

Stormwater Management/BMP Facilities Agreement (CFD Maintained)

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, 2023 , by and between Wildomar Tres Lagos Partners 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 380-100-021 as recorded by deed in the land records of Riverside County, California, Deed Book 40, Page 25 (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 1, 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 LP,
a California limited partnership (Seal)

By: PC Wildomar Developers LLC
a California limited liability, 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

_____ _____

RIV #4839-5891-5168 v2

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 06/21/2023 (Date) before me, HANNAH K. THIEROFF, NOTARY PUBLIC (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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

©2019 National Notary Association

Janet Morales
City Clerk

Date

APPROVED AS TO FORM

_____

Thomas D. Jex
City Attorney

_____

Date

RIV #4839-5891-5168 v2

ATTACHMENT F

Onsite Public Improvement Agreement
and
Construction Cost Estimate

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 I
Project Address:	Catt Road and Arnett Road
APN:	380-100-021
Project No.:	22-0192

ONSITE IMPROVEMENT AGREEMENT

This Onsite Improvement Agreement ("Agreement") is entered into this 12th day of July, 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 Onsite 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 **$1,076,000.00 (One Million Seventy Six 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 **$538,000.00 (Five Hundred Thirty Eight Thousand 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 **$107,600.00 (One Hundred Seven Thousand Six 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 LP, a California limited partnership
By: PC Wildomar Developers LLC, a California limited liability company,
Its administrative general partner
By: Palm Communities, a California corporation, its manager
By: Danavon L. Horn, President

Name:
Title:

_____

Name:_____
Title:_____

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.

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 06/21/2023 (Date) before me, HANNAH K. THIEROFF, NOTARY PUBLIC (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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL "A" 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:

THOSE PORTIONS 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, AND PARCELS 1 AND 2 OF CERTIFICATE OF COMPLIANCE AND WAIVER OF TENTATIVE PARCEL MAP NO. 9353, RECORDED NOVEMBER 16, 1976 AS DOCUMENT NO. 242267 OF OFFICIAL RECORDS OF SAID COUNTY, SAID PARCELS 1 AND 2 BEING ALL OF PARCEL 1 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 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, SAID POINT BEING THE POINT OF BEGINNING;

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 118.38 FEET TO A LINE PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE OF CATT ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 89° 08' 31" WEST, A DISTANCE OF 100.00 FEET TO SAID WESTERLY LINE OF PARCEL A AND THE SOUTHEAST CORNER OF PARCEL 1 OF SAID PARCEL MAP 9084;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP 9084 NORTH 89° 08' 31" WEST, A DISTANCE OF 550.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP 9084 NORTH 00° 51' 29" EAST, A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE SOUTHERLY LINE OF CATT ROAD AS SAID ROAD IS SHOWN ON SAID PARCEL MAP 9084;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 08' 31" EAST, A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING.

APN(s): 380-100-009 (Affects: Portion of Parcel A) and 380-100-008 (Affects: Portion of Parcel A) and 380-100-010 (Affects: Portion of Parcel A and other property) (Now showing as APN 380-100-021)

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: $ 1,076,000.00

Surety: Everest Reinsurance Company

Attorney-in-fact: Shane Wolf

Address: 1340 Treat Blvd., Suite 450
Walnut Creek, CA 94597

PAYMENT SECURITY: $ 538,000.00

Surety: Everest Reinsurance Company

Attorney-in-fact: Shane Wolf

Address: 1340 Treat Blvd., Suite 450
Walnut Creek, CA 94597

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. ES00014915

INITIAL PREMIUM: $9,684.00/1 yr.

SUBJECT TO RENEWAL

CITY OF WILDOMAR

ONSITE 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 I ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Onsite Improvement Agreement dated July 12, 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 Reinsurance 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 One Million Seventy-Six Thousand & N0/100 Dollars ($1,076,000.00), 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 21st day of June, 2023.

Principal	Everest Reinsurance Company Surety
By: WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership By: PC Wildomar Developers LLC, a California limited liability company, Its administrative general partner By: Palm Communities, a California corporation, its manager By: Danavon L. Horn, President	By: Attorney-In-Fact
DANAVON L. HORN (print name)	Shane Wolf (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.**

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 06/21/2023 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:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

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

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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 June 21, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00014915
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 6/21/23

CAPACITY CLAIMED BY THE SIGNER

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

2015 Version www.NotaryClasses.com 800-873-8865

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 Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017

EVEREST

SURETY BOND SEAL ADDENDUM
EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety

Everest Reinsurance Company
CORPORATE
SEAL
1973
DELAWARE
*

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

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

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of June 2023.

ES 00 01 04 16

BOND NO. ES00014915

INITIAL PREMIUM: included with the Performance Bond

SUBJECT TO RENEWAL

CITY OF WILDOMAR

ONSITE 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 I ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Onsite Improvement Agreement dated July 12, 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 Reinsurance 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

Principal, the sum of Five Hundred Thirty-Eight Thousand & N0/100 Dollars ($ 538,000.00), 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 21st day of June, 2023.

Principal	Everest Reinsurance Company Surety
By: WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership By: PC Wildomar Developers LLC, a California limited liability company, Its administrative general partner By: Palm Communities, a California corporation, its manager By: Danavon L. Horn, President	By: Attorney-In-Fact
DANAVON L. HORN (print name)	Shane Wolf (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.**

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 06/21/2023 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

©2019 National Notary Association

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 June 21, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

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 #ES00014915
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 6/21/23

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 Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017

EVEREST.

SURETY BOND SEAL ADDENDUM
EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety

Everest Reinsurance Company
CORPORATE
SEAL
1973
DELAWARE

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

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

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of June 2023.

ES 00 01 04 16

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

ONSITE COST ESTIMATE

PARCEL MAP OR TRACT MAP NO. _____ DATE: 6/1/2023
PP, CU, PU, MS OR VL NO. _____ PROJECT: **Tres Lagos**

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 1,075,956.48	$ 1,076,000.00	$ 538,000.00
*Flood Control		$ 0.00	$ 0.00	$ 0.00
Water	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Sewer	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Total		**1,075,956.48**	$ **1,076,000.00**	$ **538,000.00**
Warranty Retention (10%)			$ 107,600.00	

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: 6/1/2023

Ali Monshizadeh — C67674 — 6/31/23
Name Typed or printed — RCE# — Exp. Date

REGISTERED PROFESSIONAL ENGINEER
ALI MONSHIZADEH
C67674
EXP. 06/30/2023
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.

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

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.)		
	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 0.00
	S.F.	Cold Plane A.C. Pavement	$ 1.50	$ 0.00
	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
1,365	TON	Asphalt Concrete (57,425 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 122,850.00
929	C.Y.	Agg Base Class II - 5" 57425 + 4" 1134	$ 50.00	$ 46,450.00
	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
2,726	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 40,890.00
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 0.00
	L.F.	Type "C" Curb	$ 12.00	$ 0.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
	L.F.	Type "D" Curb	$ 15.00	$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	$ 8.00	$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 10.00	$ 0.00
999	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 9,990.00
7,458	S.F.	P.C.C. Sidewalk	$ 6.00	$ 44,748.00
	S.F.	P.C.C. Drive Approach	$ 8.00	$ 0.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
16	EA.	Handicapped Access Ramp	$ 2,000.00	$ 32,000.00
	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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
	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
	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
	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
283	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 31,979.00
	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
	EA.	Catch Basin W=4'	$ 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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		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
1	EA.	Street Name Sign	$ 275.00	$ 275.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 0.00
	EA.	Install Sign Mast Arm Hanger Method)	$ 150.00	$ 0.00
1	EA.	Road Sign - One Post	$ 250.00	$ 250.00
	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
				$ 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
		LANDSCAPING		$
-	S. F.	Maintenance Walk STD 113	$ 4.00	$ 0.00
19,460	S. F.	Colored Stamped Concrete	$ 10.00	$ 194,600.00
-	EA	Street Trees (15 Gallon)	$ 100.00	$ 0.00
57,760	S. F.	Landscape and Irrigation	$ 3.50	$ 202,160.00
-	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
1	EA	Water Meter	$ 7,000.00	$ 7,000.00
1	S.F.	Electric Meter	$ 10,000.00	$ 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
	A.	**Subtotal**		$ **747,192.00**
	B.	Administrative Contingency (% x A)		$ 149,438.40
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **896,630.40**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 179326.08
	E.	**Streets/Drainage Total (C + D)**		$ **1075956.48**

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
			$	$ 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
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 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 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)	$ 896630.40
II. Water (Line C from Water Improvement Calculations)	$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (2% X I)	$ 8966.30
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	$ 0.00
C. Total Plan Check Deposit (A + B)	$ 8966.30
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	$ 179.33
E. Total Plan Check Deposit and Surcharge Fee	$ 9145.63
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	

UNIT COSTS 3/01/2011

Construction Cost Worksheet 2021-Onsites Tres Lagos Phase I KES 6-01-23

FORMAT 3/01/2008

ATTACHMENT G

Offsite Public Improvement Agreement
and
Construction Cost Estimate

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 I
Project Address:	Catt Road and Arnett Road
APN:	380-100-021
Project No.:	22-0192

OFFSITE IMPROVEMENT AGREEMENT

This Offsite Improvement Agreement ("Agreement") is entered into this 12th day of July, 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 Offsite 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 **$497,510.30 (Four Hundred Ninety Seven Thousand Five Hundred Ten and 30/100 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 **$248,755.15 (Two Hundred Forty Eight Thousand Seven Hundred Fifty Five and 15/100 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 **$49,751.03 (Forty Nine Thousand Seven Hundred Fifty One and 03/100 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:

_____

Name: WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership
By: PC Wildomar Developers LLC, a California limited liability company,
Its administrative general partner
Title: By: Palm Communities, a California corporation, its manager
By: Danavon L. Horn, President

_____

Name:_____
Title:_____

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.

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 06/21/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DANAUN 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL "A" 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:

THOSE PORTIONS 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, AND PARCELS 1 AND 2 OF CERTIFICATE OF COMPLIANCE AND WAIVER OF TENTATIVE PARCEL MAP NO. 9353, RECORDED NOVEMBER 16, 1976 AS DOCUMENT NO. 242267 OF OFFICIAL RECORDS OF SAID COUNTY, SAID PARCELS 1 AND 2 BEING ALL OF PARCEL 1 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 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, SAID POINT BEING THE POINT OF BEGINNING;

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 118.38 FEET TO A LINE PARALLEL WITH AND DISTANT 300.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE OF CATT ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 89° 08' 31" WEST, A DISTANCE OF 100.00 FEET TO SAID WESTERLY LINE OF PARCEL A AND THE SOUTHEAST CORNER OF PARCEL 1 OF SAID PARCEL MAP 9084;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP 9084 NORTH 89° 08' 31" WEST, A DISTANCE OF 550.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP 9084 NORTH 00° 51' 29" EAST, A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE SOUTHERLY LINE OF CATT ROAD AS SAID ROAD IS SHOWN ON SAID PARCEL MAP 9084;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 08' 31" EAST, A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING.

APN(s): 380-100-009 (Affects: Portion of Parcel A) and 380-100-008 (Affects: Portion of Parcel A) and 380-100-010 (Affects: Portion of Parcel A and other property) (Now showing as APN 380-100-021)

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: $ 497,510.30

Surety: Everest Reinsurance Company

Attorney-in-fact: Shane Wolf

Address: 1340 Treat Blvd., Suite 450
Walnut Creek, CA 94597

PAYMENT SECURITY: $ 248,755.15

Surety: Everest Reinsurance Company

Attorney-in-fact: Shane Wolf

Address: 1340 Treat Blvd., Suite 450
Walnut Creek, CA 94597

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. ES00014916

INITIAL PREMIUM: $4,478.00/1 yr.

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 I ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Offsite Improvement Agreement dated July 12, 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 Reinsurance 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 Four Hundred Ninety-Seven Thousand* Dollars ($497,510.30), 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.

*Five Hundred Ten & 30/100

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 21st day of June, 2023.

Principal	Everest Reinsurance Company Surety
By: WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership By: PC Wildomar Developers LLC, a California limited liability company, Its administrative general partner By: Palm Communities, a California corporation, its manager By: Danavon L. Horn, President	By: Attorney-In-Fact
DANAVON L. HORN (print name)	Shane Wolf (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.**

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 06/21/2023 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:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ 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:	Signer is Representing:

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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 June 21, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

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 #ES00014916
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 6/21/23

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. 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.

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

Everest Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017

EVEREST

SURETY BOND SEAL ADDENDUM
EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety

Everest Reinsurance Company
CORPORATE
SEAL
1973
DELAWARE

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

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

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of June 2023.

ES 00 01 04 16

BOND NO. ES00014916

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 I ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Offsite Improvement Agreement dated July 12, 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 Reinsurance 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

Principal, the sum of Two Hundred Forty-Eight Thousand Seven Hundred Fifty-Five & 15/100 Dollars ($ 248,755.15), 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 21st day of June, 2023.

Principal	Everest Reinsurance Company Surety
By: WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership By: PC Wildomar Developers LLC, a California limited liability company, Its administrative general partner By: Palm Communities, a California corporation, its manager By: Danavon L. Horn, President	By: Attorney-In-Fact
DANAVON L. HORN (print name)	Shane Wolf (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.**

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 06/21/2023 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 # 2384
My Comm. Expires Jun 21, 2025

AKA

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:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ 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:	Signer is Representing:

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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 June 21, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

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 #ES00014916
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 6/21/23

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 Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017

EVEREST

SURETY BOND SEAL ADDENDUM
EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety

Everest Reinsurance Company
CORPORATE
SEAL
1973
DELAWARE
*

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

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

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 22nd day of June 20 23.

ES 00 01 04 16

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(On-Site Grading)

FOR:

On-site Grading
$ 485,500.00

Premium
$ 4,370.00/1 yr.

Project Name:
Tres Lagos Apartments Phase 1

Parcel Map No.

Bond No.
ES00014917

Surety
Everest Reinsurance 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: 380-100-021, Project No.: 22-0192, 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 Reinsurance Company, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of Four Hundred Eighty-Five Thousand Five Hundred Dollars ($ 485,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

RIV #4835-2284-7769 v1

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 June 21, 2023.

NAME OF PRINCIPAL

WILDOMAR TRES LAGOS PARTNERS LP, a California limited partnership
By: PC Wildomar Developers LLC, a California limited liability company, its administrative general partner
By: Palm Communities, a California corporation, its manager
By: Danavon L. Horn, President

AUTHORIZED SIGNATURE(S): By: DANAVON L. HORN

Title

Title

Title
(If Corporation, Affix Seal)

NAME OF SURETY: Everest Reinsurance Company

AUTHORIZED SIGNATURE: Its Attorney-In-Fact
Shane Wolf

Title
(If Corporation, Affix Seal)

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

RIV #4835-2284-7769 v1

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 06/21/2023 (Date) before me, HANNAH K. THIEROFF, NOTARY PUBLIC (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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

©2019 National Notary Association

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On June 21, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00014917
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 6/21/23

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

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  - 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 Reinsurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017

EVEREST

SURETY BOND SEAL ADDENDUM
EVEREST REINSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7th day of April 2020.

EVEREST REINSURANCE COMPANY

By: _____
Anthony Romano – Vice President & Global Head of Surety

Everest Reinsurance Company
CORPORATE
SEAL
1973
DELAWARE

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

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

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 21st day of June 2023.

ES 00 01 04 16

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

OFFSITE COST ESTIMATE

PARCEL MAP OR TRACT MAP NO. _____ DATE: 6/1/2023
PP, CU, PU, MS OR VL NO. _____ PROJECT: **Tres Lagos**

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 315,718.70	$	$
*Flood Control		$ 0.00	$	$
Water	None (District Name)	$ 114,549.60	$	$
Sewer	None (District Name)	$ 67,242.00	$ 67,000.00	$ 33,500.00
Total		**497,510.30**	$ **497,510.30**	$ **248,755.15**
Warranty Retention (10%)			$ 49,751.03	

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: 6/1/2023

Ali Monshizadeh — Name Typed or printed

C67674 — RCE#

23-Jun — Exp. Date

REGISTERED PROFESSIONAL ENGINEER
ALI MONSHIZADEH
C67674
EXP. 06/30/2023
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
		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.)		0.00
				0.00
1,505	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 1,505.00
-	S.F.	Cold Plane A.C. Pavement	$ 1.50	$ 0.00
4,655	S.Y.	Grinding A.C. , in place	$ 2.00	$ 9,310.00
1,376	S.Y.	Remove A.C. Pavement	$ 0.60	$ 825.60
-	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
310	TON	Asphalt Concrete (5003 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 27,900.00
229	C.Y.	Agg Base Class II (5003 S.F.)	$ 50.00	$ 11,450.00
-	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (_____S.F.) apply at 0.05+0.03 = 0.08 gal/SY	$ 600.00	$ 0.00
4,655	S.F.	AC overlay (min. 0.10') (SF)	$ 0.90	$ 4,189.50
699	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 10,485.00
-	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 0.00
-	L.F.	Type "C" Curb	$ 12.00	$ 0.00
-	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
-	L.F.	Type "D" Curb	$ 15.00	$ 0.00
-	L.F.	A.C. Dike (6")(incl. material & labor)	$ 8.00	$ 0.00
-	L.F.	A.C. Dike (8")(incl. material & labor)	$ 10.00	$ 0.00
2,400	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 24,000.00
4,769	S.F.	P.C.C. Sidewalk	$ 6.00	$ 28,614.00
-	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
-	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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
250	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	$ 10.00	$ 2,500.00
-	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
1	EA.	Street Lights (including conduit)	$ 5,000.00	$ 5,000.00
-	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
-	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
-	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
253	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 28,589.00
36	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 115.00	$ 4,140.00
-	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=4'	$ 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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
-	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
2	EA.	Manhole No. 1	$ 2,700.00	$ 5,400.00
-	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
1	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 600.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		SIGNING, STRIPING AND SIGNALS		0.00
20	S.F	Remove Traffic Stripes and Paint Markings	$ 2.50	$ 50.00
-	EA.	Remove, Sign, Salvage	$ 100.00	$ 0.00
2	EA.	Relocate Roadside Sign	$ 150.00	$ 300.00
-	EA.	Street Name Sign	$ 275.00	$ 0.00
1	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 150.00
-	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
44	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	$ 2.25	$ 99.00
-	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 0.00
-	EA	Signal and Lighting	150,000.00	$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		LANDSCAPING		$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
4,817	S. F.	Maintenance Walk STD 113	$ 4.00	$ 19,268.00
-	S. F.	Colored Stamped Concrete	$ 10.00	$ 0.00
-	EA	Street Trees (15 Gallon)	$ 100.00	$ 0.00
2,764	S. F.	Landscape and Irrigation	$ 3.50	$ 9,674.00
-	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
1	EA	Water Meter	$ 7,000.00	$ 7,000.00
1	S.F.	Electric Meter	$ 10,000.00	$ 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
			$	$
	A.	**Subtotal**		$ **219,249.10**
	B.	Administrative Contingency (20% x A)		$ 43,849.82
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **263,098.92**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 52,619.78
	E.	**Streets/Drainage Total (C + D)**		$ **315,718.70**

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
1,518	L.F.	12" Waterline	$ 31.00	$ 47,058.00
	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
4	EA.	12" Butterfly Valve	$ 1,250.00	$ 5,000.00
3	EA.	Fire Hydrant (6") Super	$ 2,500.00	$ 7,500.00
	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
5	EA.	Service Connections	$ 2,500.00	$ 12,500.00
7	EA.	Adjust Water Valve to Grade	$ 200.00	$ 1,400.00
	EA.	Relocation of Blowoff	$ 1,000.00	$ 0.00
	EA.	Air and Vacuum Valve.	$ 1,850.00	$ 0.00
3	EA.	DCDA 4"	$ 4,000.00	$ 12,000.00
1	EA.	HOT TAP 12"	$ 10,000.00	$ 10,000.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
				0.00
	A.	**Subtotal**		$ **95,458.00**
	B.	Administrative Contingency (% x A)		$ 19,091.60
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Water Total (A + B)**		$ **114,549.60**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 22,909.92
	E.	**Water Total (C + D)**		$ **137,459.52**

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
1051	L.F.	4" V. C. P.	$ 15.00	$ 15,765.00
	L.F.	6" V. C. P.	$ 25.00	$ 0.00
759	L.F.	8" V. C. P.	$ 30.00	$ 22,770.00
	L.F.	10" V. C. P.	$ 35.00	$ 0.00
	L.F.	12" V. C. P.	$ 40.00	$ 0.00
7	EA.	Standard Manhole 4"	$ 2,500.00	$ 17,500.00
	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
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **56,035.00**
	B.	Administrative Contingency (% x A)		$ 11,207.00
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Sewer Total (A + B)**		$ **67,242.00**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 13,448.40
	E.	**Sewer Total (C + D)**		$ **80,690.40**

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)	$ 263098.92
II. Water (Line C from Water Improvement Calculations)	$ 114,549.60
III. Sewer (Line C from Sewer Improvement Calculations)	$ 67,242.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (2% X I)	$ 2630.99
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	$ 1817.92
C. Total Plan Check Deposit (A + B)	$ 4448.91
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	$ 88.98
E. Total Plan Check Deposit and Surcharge Fee	$ 4537.88
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	

UNIT COSTS 3/01/2011

Construction Cost Worksheet 2021 - Offsites Tres Lagos Phase I KES 6-01-2023

FORMAT 3/01/2008

ATTACHMENT H

Parkway Maintenance Agreement

PARKWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, 2023 , by and between Wildomar Tres Lagos Partners 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 APNs 380-100-021, -022, and 023 as recorded by deed in the land records of Riverside County, California, Deed Book 40, Page 25, and Deed Book 35, Page 32, (the "Property").

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

WHEREAS, the Site Plan/Subdivision Plan known as Tres Lagos Multi-Family Apartments CFD Streetscape Landscape Plans, as approved or to be 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 homeowners association, 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 Parkway Facilities in a 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 homeowners 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 occuring 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:

Wildomar Tres Lagos Partners LP,
a California limited partnership (Seal)

By: PC Wildomar Developers LLC
a California limited liability, 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

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 06/12/2023 before me, HANNAH K. THIEROFF, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DANAUN 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ 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: _____	Signer is Representing: _____

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CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: July 12, 2023

SUBJECT: Cooperative Agreement for County of Riverside's Urban County Program for Federal Fiscal Years 2024-25, 2025-26, and 2026-27

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR
FISCAL YEARS 2024-2025; 2025-2026; AND 2026-2027

DISCUSSION:
The City of Wildomar has participated in the County of Riverside's Urban County Program for the last 12 fiscal years. Since Wildomar is not an "entitlement" community of at least 50,000 residents, it must participate cooperatively with the County of Riverside. Riverside County Economic Development Agency (EDA) is the lead agency in administering Community Development Block Grant (CDBG) Funds as an "Urban County". The City of Wildomar is then eligible to participate in the larger Riverside Urban County program which allows our City Council to exercise local control of funds within our jurisdiction.

The program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974. The CDBG Program is one of the longest running programs within the U.S. Department of Housing and Urban Development (HUD).

An explanation of the program straight from HUD's literature is as follows:

"HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services."

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Staff is recommending that the Council approve participation in the program and an agreement to work cooperatively with the County of Riverside EDA to administer the funds. Once this process is complete, staff will come back to the City Council at a future date with a recommendation to allocate the funds to needed areas or programs within the City.

FISCAL IMPACT:
None with this Council action.

ATTACHMENTS:
Attach A - CC Resolution for Riv Co Agreement.pdf
Attach B - Riv Co Cooperation Agreement.pdf
Attach C - Riverside County Cover Letter 6-19-23.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL YEARS 2024-2025; 2025-2026; AND 2026-2027

WHEREAS, the City of Wildomar has elected to participate as unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2024-25, 2025-26, and 2026-27; and

WHEREAS, the Cooperation Agreement will allow the County and City to carry-out activities which are funded by Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME) funds, and Emergency Solutions Grant (ESG); and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the City Council of the City of Wildomar sitting in regular session on July 12, 2023, 2023, that:

1. The Cooperation Agreement between the County of Riverside and the City of Wildomar is hereby approved; and
2. The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of Wildomar.

PASSED, APPROVED AND ADOPTED this 12th day of July, 2023.

_____
Jospeh Morabito,
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS PROGRAM, AND EMERGENCY SOLUTIONS GRANT
FOR FISCAL YEARS 2024-25, 2025-26, 2026-27

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant for Fiscal Years 2024-25, 2025-26, 2026-27, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF WILDOMAR, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (42 U.S.C.A. § 5301 et seq.) (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant funds hereinafter referred to as "CDBG", may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and transitional

housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness;

WHEREAS, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three (3) years.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. GENERAL.

(a). This Agreement gives COUNTY authority to undertake, or assist in undertaking, activities for Fiscal Years 2024-25, 2025-26, and 2026-27, that will be funded from the CDBG, HOME, and ESG programs and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking, community renewal and lower-income housing assistance activities. COUNTY is qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its election to participate in an Urban County's Community Development Block Grant (CDBG), Home Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG) programs, hereinafter referred to as "Urban County Programs".

(b). By executing this Agreement, CITY understands that it may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Urban County's CDBG program, and that CITY may only participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME consortium. The CITY may also apply for HOME funds from the State of California, if permitted by the State.

(c). By executing this Agreement, CITY understands that it may only receive a formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY may also apply for ESG funds from the State of California, if permitted by the State.

2. TERM.

The term of this Agreement shall be for three (3) years commencing on July 1, 2024, and expiring on June 30, 2027, unless an earlier date of termination is fixed by U.S.

Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This Agreement shall automatically renew for participation in successive three-year qualification periods, unless COUNTY and CITY provide written notice it elects not to participate in a new qualification period. In the event of termination, a notice shall be sent to the HUD Field Office. Notwithstanding the above, the Parties agree that each Party shall adopt amendments to the Agreement incorporating changes necessary to meet the requirement for cooperation agreements set forth in an Urban County Qualification Notice that is applicable for any subsequent three-year urban qualification period and shall submit such amendment to HUD as provide in the Urban County Qualification Notice. The Parties agree that failure to comply shall void the automatic renewal for such qualification periods.

During the term and any successive qualification periods should this Agreement automatically renew, the terms of this Agreement shall remain in effect until the CDBG funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. Furthermore, neither the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in effect.

3. PREPARATION OF FEDERALLY REQUIRED FUNDING APPLICATIONS.

The County of Riverside Housing and Workforce Solutions, subject to approval of COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to the U.S. Department of Housing and Urban Development (HUD), in a timely manner, all reports and statements required by the ACT and the Federal regulations promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include the preparation and processing of COUNTY Housing, Community, and Economic Development Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related programs which satisfy the application requirements of ACT and its regulations.

4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

(a) COUNTY and CITY will comply with the applicable provisions of the ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists or may hereafter be amended.

(b) The COUNTY and CITY are hereby obligated to take all actions necessary to assure compliance with COUNTY's certification regarding affirmatively furthering fair housing pursuant to Section 104 (b) of Title I of ACT, as amended.

(c) The COUNTY and CITY are hereby obligated to take all actions necessary to assure compliance with Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.

(d) COUNTY and CITY will comply with the applicable provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); Section 109 of Title I of the ACT and implementing regulations at 24 CFR part 6; the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act; the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975; the implementing regulations at 24 CFR part 136, and Section 3 of the Civil Rights Act of 1963, as amended; and other Federal or state statute or regulation applicable to the use of CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990), and Emergency Solutions Grant funds.

(e) CITY agrees that the Urban County Program funding for activities in, or in support of, the CITY are prohibited if CITY does not affirmatively further fair housing within CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

(f) CITY and COUNTY shall meet the citizen participation requirements of 24 CFR 570.301 and provide Urban County Program citizens with all of the following:

i. The estimate of the amount of CDBG funds proposed to be used for activities that will benefit persons of low and moderate-income;

ii. A plan for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

iii. A plan that provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate-incomes, residents of slum and blighted areas, and of areas in which funds are proposed to be used, and provides for participation of residents in low and moderate-income neighborhoods;

iv. Reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the ACT;

v. Provide for public meetings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities and review of program performance. Meeting shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled.

(g). CITY shall develop a community development plan, for the period of this Agreement, which identifies community development and housing needs and specifies both short and long-term community development objectives.

(h). CITY certifies, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii. The CITY shall require that the language provided in Sections 4 (h)(i) and 4(h)(ii) of this Agreement be included in the award documents for all sub-awards at all tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

(iv). In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

The COUNTY's Board of Supervisors have adopted policies and procedures to ensure efficient and effective administration of the CDBG, HOME and ESG programs. COUNTY will provide these policies and procedures to CITY within a reasonable time after this Agreement's commencement date. COUNTY and City agree to comply with these said policies and program objectives and to take no actions to obstruct implementation of the approved 2024-2029 Five Year Consolidated Plan and the subsequent Five Year Consolidated Plan.

6. OTHER AGREEMENTS

Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same

requirements applicable to sub-recipients, including the requirement of a written agreement set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental Agreement will set forth the time schedule for completion of said project(s) and any funding sources, in addition to entitlement funds, that will be used in completing the project(s). If substantial compliance with the completion schedule, due to unforeseen or uncontrollable circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by COUNTY. If COUNY determines that substantial progress toward drawdown of funds is not made during the term of the Supplemental Agreement, the entitlement funds associated with the project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY, after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend the completion schedule associated with the project(s), or to reprogram the entitlement funds associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

7. DETERMINATION OF PROJECTS TO BE FUNDED AND DISTRIBUTION OF ENTITLEMENT FUNDS.

CITY agrees to submit to COUNTY in writing, no later than the date specified by COUNTY prior to each program year, the activities that the CITY desires to implement with its entitlement funds, said designation to comply with statutory and regulatory provisions governing citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and Workforce Solutions to determine that the projects are eligible under Federal regulations for funding and inclusion in the One Year Action Plan of the County’s Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy governing use of Community Development Block Grant (CDBG) funds.

In the event that CITY fails to submit to COUNTY the identified activities that the CITY desires to implement with its entitlement funds by the date specified prior to each program year, the COUNTY may determine the activities to be funded, without consent of the CITY,

consistent with both Federal and COUNTY policy governing use of Community Development Block Grant (CDBG) funds.

Consistent with Sections 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board of Supervisors will make the final determination of the distribution and disposition of all CDBG funds received by COUNTY pursuant to the Act.

8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

CITY warrants that those officers, employees, and agents, retained by it and responsible for implementing projects funded with CDBG have received, reviewed, and will follow the Community Development Block Grant Manual that has been prepared and amended by COUNTY, which Manual is incorporated herein and made a part hereof by this reference.

9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS.

When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY shall comply with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources Code § 21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4630, et seq.), and California Government Code Sections 7260 et seq., as those laws may be amended from time-to-time and any Federal or state regulations issued to implement the aforementioned laws.

In addition, the following is to occur:

(a) Title to the real property shall vest in CITY;

(b) The real property title will be held by or the constructed facility will be maintained by the CITY for the approved use until five years after the date that the project is reported as “Completed” within the annual Consolidated Annual Performance and Evaluation Report

(c) While held by CITY, the real property or the constructed facility is to be used exclusively for the purpose for which acquisition or construction was originally approved by COUNTY;

(d) CITY shall provide timely written notice to COUNTY of any action which would result in a modification or change in the use of the real property purchased or improved, in whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or improvement, including disposition.

(e) CITY shall provide timely written notice to citizens and opportunity to comment on any proposed modification or change;

(f) Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is or is not consistent with Federal regulations governing CDBG funds;

(g) Should CITY desire during the five (5) year period to use the real property or the constructed facility for a purpose not consistent with applicable Federal regulations governing CDBG funds or to sell the real property or facility, then:

(i) If CITY desires to retain title, it will have to reimburse either COUNTY or the Federal government an amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised to when the property was acquired or the facility was constructed;

(ii) If CITY sells the property or facility, or is required to sell the property or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the monies paid to initially acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

10. <u>DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE OF CDBG FUNDS</u>.

CITY shall inform COUNTY in writing of any income generated by the expenditure of CDBG funds received by CITY from COUNTY. CITY may not retain program income so generated. Any and all program income shall be returned to the County and may only be used for eligible activities in accordance with all CDBG requirements, including all requirements for citizen participation.

The COUNTY is required by HUD to monitor and report the receipt and use of all program income. CITY is required to track, monitor, and report any and all program income as requested by COUNTY.

11. TERMINATION.

Except as provided for in Section 2, CITY and COUNTY cannot terminate or withdraw from this Agreement while it remains in effect.

12. NOTICES.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	CITY OF
Heidi Marshall, Director	Dan York, City Manager
County of Riverside HWS	City of Wildomar
P.O. Box 1528	23873 Clinton Keith Road, Ste. 110
Riverside, CA 92502	Wildomar, CA 92595

13. AGREEMENT ADMINISTRATION.

The City Manager in the case of the City of Wildomar, and the Director of Housing and Workforce Solutions, in the case of the County of Riverside, or their designee, shall administer the terms and conditions of this Agreement for their respective city or county.

14. COOPERATION; FURTHER ACT.

The PARTIES shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purpose of the Agreement.

15. NO THIRD-PARTY BENEFICIARIES.

This Agreement is made and entered into for the sole protection and benefit of the PARTIES hereto and shall not create any rights in any third parties. No other person or entity shall have any right or action based upon the provisions of the Agreement.

16. SECTION HEADINGS.

The Section headings herein are for the convenience of the PARTIES only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

17. FORMER AGREEMENTS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

All agreements between CITY and COUNTY regarding the use of CDBG funds for fiscal years 1975-76 through fiscal years 2023-2024, and any Supplemental Agreements there under, shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with the terms of any prior said agreements between CITY and COUNTY, the language of this Agreement will be controlling.

18. INDEMNIFICATION

CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnifications is prohibited by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

CITY shall indemnify and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

19. COMPLIANCE WITH LAWS AND REGULATIONS.

By executing this Agreement, the Parties hereby certify that they will adhere to and comply with all Federal, state and local laws, regulations and ordinances.

20. ENTIRE AGREEMENT.

It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the Parties at the time of execution.

21. SEVERABILITY.

Each paragraph and provision of this Agreement is severable from each other provision and in the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will never the less continue in full force without being impaired or invalidated in any way.

22. ASSIGNMENT.

CITY shall not make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement, or delegate or assign any interest in this Agreement without prior written approval of the County.

23. INTERPRETATION AND GOVERNING LAW.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

24. WAIVER.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

25. JURISDICTION AND VENUE.

Any action at law or in equity arising under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Superior Court of California, County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

26. AMENDMENTS

No change, amendment, or modification to the Agreement shall be valid or binding upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to incorporate changes required by HUD as set forth in the Urban County Qualification Notice. Amendments must be submitted to HUD as provided in the Urban County Qualification Notice and failure to do so will void the automatic renewal for such qualification period.

27. PROHIBITION OF CDBG FUND TRANSFER

The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG funds to another such cooperating city, metropolitan city, urban county, or Indian tribe, that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations. CITY must use the CDBG funds for activities eligible under Title I of the ACT.

28. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

CITY acknowledges that while participating in the COUNTY's Urban County program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from the Urban County program and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by the State.

29. HOME INVESTMENT PARTNERSHIP ACT FORMULA ALLOCATION

CITY acknowledges that while participating in the COUNTY's Urban County program, CITY can only receive a formula HOME allocation from the Urban County program

and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may also apply for HOME funds from the State of California, if permitted by the State.

30. AUTHORITY TO EXECUTE.

The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

31. INCORPORATION OF RECITALS

The Parties hereby affirm the facts set forth in the recitals above. Said recitals are incorporated herein and made an operative part of this Agreement.

32. COUNTERPARTS

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on the date shown below.

Date: _____

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BY: _____
Heidi Marshall, Director
Housing and Workforce Solutions

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

By: _____
Paula S. Salcido, Deputy County Counsel

CITY OF WILDOMAR,
a general law city

BY: _____
Daniel A. York, City Manager

ATTEST:

BY: _____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

BY: _____
Thomas D. Jex, City Attorney

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel of the County of Riverside hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Minh C. Tran
County Counsel

By:_____
Deputy, Paula S. Salcido

HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

June 19, 2023

Dan York, City Manager
City of Wildomar
23873 Clinton Keith Road
Suite 201
Wildomar, CA 92595

SUBJECT: **Cooperation Agreement for Urban County Qualification 2024-2026;** Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant. Dear

Mr. York:

This letter serves to confirm the City of Wildomar election to participate in the County of Riverside's Community Development Block Grant, Emergency Solutions Grant, and HOME Urban County programs for Federal Fiscal Years 2024, 2025, and 2026 (July 1, 2024, through June 30, 2027).

Cities that have chosen to be included in the designation **must enter** into a cooperation agreement no later than **July 30, 2023**. During the three-year period beginning July 1, 2024, and ending June 30, 2027, cities will not be allowed to withdraw from the County's urban program. Any unincorporated portion of the County that incorporates, or is annexed, during the qualification period will remain a part of the urban county through the end of the period.

Execution of the Cooperation Agreement and adoption of the resolution allows the City of Wildomar to participate in the County's CDBG, HOME, and ESG programs. Consequently, the City is ineligible to apply for grants under HUD's Small Cities (State CDBG) programs, and the City cannot receive funding through a HOME consortium, for the fiscal years during the period in which you are participating in the Urban County program.

The Cooperation Agreement complies with current HUD requirements and cannot be altered or modified. In addition, your City Council must adopt a resolution confirming participation in the County's program. We have enclosed a sample resolution; please incorporate all of the text contained in the sample into your City's resolution format.

3403 Tenth Street, Suite 300 | Riverside, CA 92501 | FAX: (951) 374-3098 | Phone: (951) 955-1161

Please return the following documents to HWS, no later than **July 30, 2023:**

- Executed *Cooperation Agreement* (3-originals);
- Resolution adopted by City Council confirming participation in the Urban County program; and
- Copy of the City Council minute order approving the *Cooperation Agreement.*

Your assistance in meeting the required deadline of **July 30, 2023,** is critical, as there will be no allowable extension beyond this date. If you have any questions, please contact my office at (951) 955-5933 or SOrozco@rivco.org.

Sincerely,

Susana Orozco
CDBG/ESG Programs

Enclosures: Cooperation Agreement and Sample Resolution

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: July 12, 2023

SUBJECT: Tract No. 31896 DR Horton Avalino – Onsite and Offsite Improvement Agreements, Storm Drain Improvement Agreement, EVMWD Onsite and Offsite Improvement Agreements and RCFCWCD Storm Drain Improvement Agreement

SUBMITTED BY: Daniel A York

PREPARED BY: Emily Stadnik

ACTION:
Authorize the City Manager to execute the Onsite and Offsite Improvement Agreements, Storm Drain Improvement Agreement, EVMWD Onsite and Offsite Improvement Agreements and RCFCWCD Storm Drain Improvement Agreement with D.R. Horton Los Angeles Holding Company, Inc. (Developer).

SUMMARY:
Prior to construction, the Developer must enter into Improvement Agreements with the City to secure and guarantee the completion of the public improvements that their project is conditioned to construct, or to ensure that the construction can be brought to a safe and acceptable condition if not completed. Approval of this item with authorize the City Manager to execute the Improvement Agreements on behalf of the City.

BACKGROUND:
Tentative Tract Map No. 31896 was originally approved by Riverside County Board of Supervisors on January 9, 2007. The tentative tract map was to subdivide 46.73 acres into 131 lots for single family development (7,200 sq. ft. minimum) and a 6.67-acre open space lot. On December 2, 2015 the Planning Commission approved a minor change under the requirements of Title 16, Section 16.12.220 of the Wildomar Municipal Code (Subdivision Ordinance). On March 18, 2020 the Planning Commission approved a second minor change which included a reduction of total number of approved lots to 117 residential lots, the addition of three City owned/ maintained lots for water quality treatment and detention, and construction of frontage improvements on Palomar Street and Washington Avenue. 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.

The final map, rough grading plan and improvement plans for Tract No. 31896 DR Horton Avalino are currently being processed with the City.

DISCUSSION:

Improvement Agreements

In order to complete all onsite and offsite public improvements, the Developer is required to enter into Improvement Agreements with the City. The agreements identify the Developer's obligations to the City in performing and completing the construction for onsite and offsite public improvements. The agreements also provide the City with bonds to ensure that the Developer will fulfill his/her obligations and secure 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 security amounts are based on the Developer's engineer's construction cost estimates for the public improvements.

The following agreements and bond forms have been prepared for the project. The agreements are separated by onsite and offsite improvements, storm drain, and facilities for Elsinore Valley Municipal Water District (EVMWD) and Riverside County Flood Control and Water Conservation District (RCFCWCD). The bond amounts are based on the Developer's engineer's construction cost estimates included in the attachments.

- Onsite Improvement Agreement and Cost Estimate (Attachment C)
- Offsite Improvement Agreement and Cost Estimate (Attachment D)
- Storm Drain Improvement Agreement and Cost Estimate (Attachment E)
- EVMWD Onsite Improvement Agreement and Cost Estimate (Attachment F)
- EVMWD Offsite Improvement Agreement and Cost Estimate (Attachment G)
- RCFCWCF Storm Drain Improvement Agreement and Cost Estimate (Attachment H)

Staff is requesting that the City Council authorize the City Manager to execute the above-mentioned improvement agreements with D.R. Horton Los Angeles Holding Company, Inc.

FISCAL IMPACT:

There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits.

ATTACHMENTS:

Attachment A - Aerial Map
Attachment B - Site Plan TR31896
Attachment C - Onsite Imp Agreement
Attachment D - Offsite Imp Agreement
Attachment E - Storm Drain Imp Agreement

Attachment F - EVMWD Onsite Imp Agreement
Attachment G - EVMWD Offsite Imp Agreement
Attachment H - RCFCWCD SD Imp Agreement

ATTACHMENT A

Aerial Image of
Tract No. 31896 DR Horton Avalino
(highlighted in yellow)

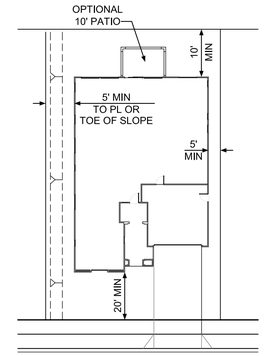
ATTACHMENT B

Site Plan
Tract No. 31896 DR Horton Avalino

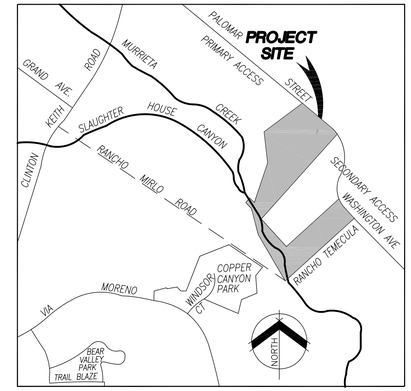
DATA TABLE

LOT NO.	LOT SIZE (SF)	NET LOT SIZE (SF)	TOTAL HOUSE SIZE (SF)	HOUSE FOOTPRINT (SF)	PERCENT COVERAGE (%)	PLAN TYPE	GARAGE
1	10,737	9,169	2,929	2,745	25.6	5A	LEFT
2	9,227	8,450	3,015	2,202	23.9	4D	RIGHT
3	8,787	8,038	2,537	2,113	24.0	3B	LEFT
4	8,146	7,426	1,898	2,376	29.2	1D	RIGHT
5	7,685	7,010	2,929	2,755	35.8	5B	LEFT
6	7,615	6,946	3,015	2,202	28.9	4A	RIGHT
7	7,626	6,912	2,537	2,113	27.7	3B	LEFT
8	7,845	7,059	2,929	2,755	35.1	5D	RIGHT
9	7,774	6,932	1,898	2,460	31.6	1A	LEFT
10	11,761	10,202	2,929	2,755	23.4	5B	RIGHT
11	10,322	10,322	3,015	2,202	21.3	4D	LEFT
12	8,364	8,364	2,929	2,745	32.8	5A	RIGHT
13	8,050	8,050	2,537	2,075	25.8	3D	LEFT
14	8,228	8,228	1,898	2,394	29.1	1B	RIGHT
15	7,603	7,603	2,319	3,021	39.7	2D	LEFT
16	7,376	7,376	3,015	2,202	29.9	4B	RIGHT
17	7,579	7,579	2,537	2,086	27.5	3A	LEFT
18	8,033	8,033	2,929	2,755	34.3	5D	RIGHT
19	7,450	7,450	3,015	2,202	29.6	4A	LEFT
20	8,772	8,772	1,898	2,394	27.3	1B	RIGHT
21	8,482	7,598	2,537	2,086	24.6	3A	LEFT
22	7,727	6,949	2,929	2,755	35.7	5B	RIGHT
23	7,865	7,061	1,898	2,376	30.2	1D	LEFT
24	7,916	7,127	3,015	2,202	27.8	4A	RIGHT
25	8,220	7,413	2,319	3,018	36.7	2B	LEFT
26	8,527	7,664	2,537	2,075	24.3	3D	RIGHT
27	8,029	7,290	2,929	2,745	34.2	5A	LEFT
28	8,975	8,330	3,015	2,202	24.5	4B	RIGHT
29	12,282	10,283	1,898	2,376	19.3	1D	RIGHT
30	10,658	10,275	3,015	2,202	20.7	4A	LEFT
31	10,006	10,006	1,898	2,394	23.9	1B	LEFT
32	9,081	9,081	2,929	2,755	30.3	5D	RIGHT
33	8,387	8,387	2,537	2,086	24.9	3A	LEFT
34	8,166	8,166	3,015	2,202	27.0	4D	RIGHT
35	8,793	8,793	2,319	3,026	34.4	2A	LEFT
36	8,823	8,823	2,537	2,113	23.9	3B	RIGHT
37	8,628	8,628	2,929	2,755	31.9	5D	LEFT
38	8,980	8,980	3,015	2,202	24.5	4B	RIGHT
39	7,916	7,916	1,898	2,376	30.0	1D	LEFT
40	7,798	7,798	3,015	2,202	28.2	4A	RIGHT
41	8,070	8,070	2,537	2,075	25.7	3D	LEFT
42	7,942	7,942	2,929	2,755	34.7	5B	RIGHT
43	7,297	7,297	1,898	2,460	33.7	1A	LEFT
44	7,318	7,318	3,015	2,202	30.1	4D	RIGHT
45	7,516	7,516	2,319	3,018	40.2	2B	LEFT
46	8,337	8,337	2,537	2,086	25.0	3A	RIGHT
47	9,399	9,399	2,929	2,755	29.3	5D	LEFT
48	11,476	11,476	1,898	2,394	20.9	1B	RIGHT
49	13,132	13,132	2,319	3,021	23.0	2D	LEFT
50	10,137	10,137	3,015	2,202	21.7	4A	RIGHT
51	7,654	7,135	2,929	2,755	36.0	5D	LEFT
52	8,344	7,770	3,015	2,202	26.4	4B	RIGHT
53	10,747	10,067	1,898	2,376	22.1	1D	LEFT
54	11,976	11,011	2,537	2,113	17.6	3B	RIGHT
55	7,392	7,392	3,015	2,202	29.8	4A	LEFT
56	7,392	7,392	2,537	2,075	28.1	3D	LEFT
57	7,392	7,392	2,929	2,755	37.3	5B	RIGHT
58	7,392	7,392	2,319	3,026	40.9	2A	LEFT
59	7,392	7,392	3,015	2,202	29.8	4D	RIGHT
60	8,660	8,660	2,929	2,745	31.7	5A	LEFT
61	9,464	9,464	1,898	2,394	25.3	1B	RIGHT
62	7,730	7,127	2,319	3,026	39.1	2A	LEFT
63	7,397	6,803	2,929	2,755	37.2	5D	LEFT
64	7,399	3,805	3,015	2,202	29.8	4B	RIGHT
65	7,402	3,808	1,898	2,460	33.2	1A	RIGHT
66	7,404	3,810	2,537	2,075	28.0	3D	LEFT
67	7,406	3,812	2,929	2,745	37.1	5A	RIGHT
68	7,409	3,815	1,898	2,394	32.3	1B	LEFT
69	7,411	3,870	3,015	2,202	29.7	4A	RIGHT
70	7,411	6,870	2,319	3,021	40.8	2D	LEFT
71	10,335	9,791	2,537	2,113	20.4	3B	RIGHT
72	7,511	7,511	2,929	2,755	36.7	5D	RIGHT
73	7,372	7,372	1,898	2,460	33.4	1A	RIGHT
74	7,311	7,311	2,319	3,018	41.3	2B	LEFT
75	7,315	7,315	1,898	2,376	32.5	1D	RIGHT
76	7,318	7,318	3,015	2,202	30.1	4B	LEFT
77	7,322	7,061	2,319	3,026	41.3	2A	RIGHT
78	7,325	6,818	1,898	2,394	32.7	1B	LEFT
79	7,328	6,564	2,319	3,021	41.2	2D	RIGHT
80	7,332	6,297	2,537	2,086	28.5	3A	LEFT
81	7,335	6,266	2,929	2,755	37.6	5B	RIGHT
82	7,338	6,383	3,015	2,202	30.0	4D	LEFT
83	7,341	6,526	2,319	3,018	41.1	2B	RIGHT
84	7,973	7,287	2,929	2,745	34.4	5A	LEFT
85	7,280	7,280	2,319	3,018	41.5	2B	LEFT
86	7,280	7,280	3,015	2,202	30.2	4D	RIGHT
87	7,280	7,280	2,929	2,745	37.7	5A	LEFT
88	7,280	7,280	1,898	2,376	32.6	1D	RIGHT
89	7,280	7,280	3,015	2,202	30.2	4B	LEFT
90	7,280	7,280	2,319	3,026	41.6	2A	RIGHT
91	7,280	7,280	2,537	2,075	28.5	3D	LEFT
92	7,280	7,280	2,929	2,755	37.8	5B	RIGHT
93	7,362	7,362	2,319	3,021	41.0	2D	LEFT
94	7,881	7,881	3,015	2,202	27.9	4A	RIGHT
95	13,653	13,653	1,898	2,376	17.4	1D	LEFT
96	9,218	9,218	2,319	3,018	32.7	2B	RIGHT
97	8,106	8,106	1,898	2,460	30.3	1A	LEFT
98	7,482	7,482	2,319	3,021	40.4	2D	RIGHT
99	7,304	7,304	1,898	2,394	32.8	1B	LEFT
100	13,867	12,764	2,319	3,026	21.8	2A	RIGHT
101	8,092	7,525	2,929	2,755	34.0	5B	LEFT
102	8,932	8,407	3,015	2,202	24.7	4D	RIGHT
103	8,496	8,496	2,537	2,113	24.9	3B	LEFT
104	8,154	8,154	3,015	2,202	27.0	4A	RIGHT
105	7,934	7,934	2,929	2,755	34.7	5D	LEFT
106	10,864	10,864	1,898	2,394	22.0	1B	RIGHT
107	10,656	10,130	2,319	3,021	28.4	2D	LEFT
108	8,709	8,316	2,537	2,086	24.0	3A	RIGHT
109	9,527	9,135	2,929	2,755	28.9	5B	LEFT
110	10,116	9,695	3,015	2,202	21.8	4D	RIGHT
111	10,134	10,134	3,015	2,202	21.7	4A	LEFT
112	9,548	9,548	2,537	2,075	21.7	3D	RIGHT
113	8,883	8,883	3,015	2,202	24.8	4B	LEFT
114	10,175	10,175	1,898	2,460	24.2	1A	RIGHT
115	7,456	6,179	2,537	2,086	28.0	3A	LEFT
116	7,818	6,600	2,319	3,018	38.6	2B	RIGHT
117	8,843	6,756	2,929	2,755	31.2	5D	RIGHT

PROPOSED CLUSTERED MAILBOX



TYPICAL LOT DETAIL
1 inch = 30 ft.



VICINITY MAP
NOT TO SCALE
THOMAS GUIDE 2004
PAGE 927, F-3
SEC. 1, 12 T. 7S., R. 4W

FLOOR AREA TABLES

PLAN 1.1898A	
FIRST FLOOR PLAN	1898 SF
TOTAL	1898 SF
GARAGE	415 SF
COVERED ENTRY/PORCH	148 SF

PLAN 2.2319A	
FIRST FLOOR PLAN	2319 SF
TOTAL	2319 SF
GARAGE	638 SF
COVERED ENTRY/PORCH	69 SF

PLAN 3.2537A	
FIRST FLOOR PLAN	1600 SF
SECOND FLOOR PLAN	937 SF
TOTAL	2537 SF
GARAGE	428 SF
COVERED ENTRY/ PORCH	58 SF

PLAN 4.3015A	
FIRST FLOOR PLAN	1413 SF
SECOND FLOOR PLAN	1602 SF
TOTAL	3015 SF
GARAGE	665 SF
COVERED ENTRY/PORCH	124 SF

PLAN 5.2929A	
FIRST FLOOR PLAN	1586 SF
SECOND FLOOR PLAN	1343 SF
TOTAL	2929 SF
GARAGE	636 SF
COVERED ENTRY/PORCH	46 SF
SUITE	487 SF

PLAN 1.1898B	
FIRST FLOOR PLAN	1898 SF
TOTAL	1898 SF
GARAGE	415 SF
COVERED ENTRY/PORCH	81 SF

PLAN 2.2319B	
FIRST FLOOR PLAN	2319 SF
TOTAL	2319 SF
GARAGE	638 SF
COVERED ENTRY/PORCH	61 SF

PLAN 3.2537B	
FIRST FLOOR PLAN	1600 SF
SECOND FLOOR PLAN	937 SF
TOTAL	2537 SF
GARAGE	428 SF
COVERED ENTRY/ PORCH	85 SF

PLAN 4.3015B	
FIRST FLOOR PLAN	1413 SF
SECOND FLOOR PLAN	1602 SF
TOTAL	3015 SF
GARAGE	665 SF
COVERED ENTRY/PORCH	124 SF

PLAN 5.2929B	
FIRST FLOOR PLAN	1586 SF
SECOND FLOOR PLAN	1343 SF
TOTAL	2929 SF
GARAGE	636 SF
COVERED ENTRY/PORCH	46 SF
SUITE	487 SF

PLAN 1.1898D	
FIRST FLOOR PLAN	1898 SF
TOTAL	1898 SF
GARAGE	415 SF
COVERED ENTRY/PORCH	63 SF

PLAN 2.2319D	
FIRST FLOOR PLAN	2319 SF
TOTAL	2319 SF
GARAGE	638 SF
COVERED ENTRY/PORCH	64 SF

PLAN 3.2537D	
FIRST FLOOR PLAN	1600 SF
SECOND FLOOR PLAN	937 SF
TOTAL	2537 SF
GARAGE	428 SF
COVERED ENTRY/ PORCH	47 SF

PLAN 4.3015D	
FIRST FLOOR PLAN	1413 SF
SECOND FLOOR PLAN	1602 SF
TOTAL	3015 SF
GARAGE	665 SF
COVERED ENTRY/PORCH	124 SF

PLAN 5.2929D	
FIRST FLOOR PLAN	1586 SF
SECOND FLOOR PLAN	1343 SF
TOTAL	2929 SF
GARAGE	636 SF
COVERED ENTRY/PORCH	46 SF
SUITE	487 SF

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

ARCHITECTURAL STYLES

ELEVATION TYPE	STYLE
(A)	SPANISH
(B)	TRADITIONAL
(D)	TUSCAN

ELEVATION SYMBOL LEGEND

1A PLAN 1A, 2A PLAN 2A, 3A PLAN 3A, 4A PLAN 3A, 5A PLAN 3A
1B PLAN 1B, 2B PLAN 2B, 3B PLAN 3B, 4B PLAN 3B, 5B PLAN 3B
1D PLAN 1D, 2D PLAN 2D, 3C PLAN 3D, 4C PLAN 3D, 5C PLAN 3D

ELEVATION TYPE	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5	SUBTOTAL	PERCENT %
(A)	6	6	7	11	7	37	31.6%
(B)	9	7	6	8	9	39	33.3%
(D)	8	7	7	9	10	41	35.1%
TOTAL	23	20	20	28	26	117	100%

LEGEND:

- P MODEL SITE PARKING
- M MODEL SITE
- RV RV PARKING AVAILABLE
- 12 LOT NUMBER
- ENHANCED ELEVATION
- MAIL MAILBOX LOCATION
- RETAINING WALL

LEGAL DESCRIPTION

PORTION OF BLOCK "M" OF ELSINORE AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 174 THEREOF, RECORDS OF SAN DIEGO COUNTY, PCLS, 2, 3 AND 4 OF PM 8828, PM BOOK 43/99, SEC 1, 12, T7S, R4W IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTACT INFORMATION FOR SWPPP INSPECTION AND REPORTING

D.R. HORTON
2280 WARDLOW CIRCLE, STE. 100
CORONA, CA 92878
CONTACT: DEAN PERNICONE
PHONE: (951) 739-5469

TOPOGRAPHY NOTE:

EXISTING TOPOGRAPHY PER DON READ CORP.
DATED MAY 17, 2018.

ACREAGE

GROSS AREA = 46.73ACRES
NET AREA = 42.03 ACRES

TOTAL GRADED AREA

46.73 AC

APN#

380-160-017 AND -018
380-210-003, -004, -005, -008 AND -015

SOILS ENGINEER:

GEOTEC, INC
1548 NORTH MAPLE STREET
CORONA, CA 92880
PHONE: (951) 710-1160
FAX: (951) 710-1167

OWNER:

R&H WILDOMAR 1, LLC
26111 SALLY DRIVE
LAKE FOREST, CA 92630
CONTACT: KELLY HANSEN
E-MAIL: KVHANSEN@MSN.COM

ENGINEER:

MDS CONSULTING
17320 REDHILL AVENUE, SUITE 350
IRVINE, CA. 92614
CONTACT: ED LENTH
E-MAIL: ELENTH@MDSCONSULTING.NET

PREPARED FOR:

D·R·HORTON
America's Builder

D.R. HORTON
2280 WARDLOW CIRCLE, STE. 100
CORONA, CA 92878
PHONE: (951) 739-5469

PREPARED BY:

MDS CONSULTING
MORSE SCHULTZ
17320 REDHILL AVE.
SUITE 350
IRVINE, CA 92614
PH: 949-251-8821
FAX: 949-251-0516
PLANNERS ENGINEERS SURVEYORS

DATE PREPARED: AUGUST 23, 2022

TRACT 31896
MURRIETA CREEK ESTATES
WILL FIT SITE PLAN

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 3

ATTACHMENT C

Onsite Improvement Agreement
Cost Estimate

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:	Tract No. 31896 Avalino
Project Address:	Palomar Street and Starbuck Circle
APN:	APNs 380-160-017 and -018, 380-210-003, -004, -005, -008 and -016
Project No.:	22-0147

ONSITE IMPROVEMENT AGREEMENT

This Onsite Improvement Agreement ("Agreement") is entered into this 12th day of July, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and D.R. Horton Los Angeles Holding Company, Inc. a California corporation, ("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 Palomar Street and Starbuck Circle, 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 Onsite 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 **$2,420,500.00 (Two Million Four Hundred Twenty Thousand Five Hundred 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 **$1,210,250.00 (One Million Two Hundred Ten Thousand Two Hundred Fifty 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 **$242,050.00 (Two Hundred Forty**

Two Thousand Fifty 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 **$147,500.00 (One Hundred Forty Seven Thousand Five Hundred and No/100 Dollars)**, 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:

Dean James Pernicone
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

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:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

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.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31896, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PORTION OF BLOCK “M” AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

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: $ 2,420,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 1,210,250.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ 147,500.00

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

ONSITE IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("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, utilities, drainage facilities, landscaping, street lights, monuments and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Onsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

ONSITE IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("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, utilities, drainage facilities, landscaping, street lights, monuments and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Onsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, 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

Principal, the sum of _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET FOR ONSITE STREET ONLY

PARCEL MAP OR TRACT MAP NO. TR 31896 DATE: 3/23/2023
PP, CU, PU, MS OR VL NO. PROJECT: **ON SITE STREET**

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 2,420,533.44	$ 2,420,500.00	$ 1,210,250.00
*Flood Control		$ 0.00	$ 0.00	$ 0.00
Water	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Sewer	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Total		**2,420,533.44**	$ **2,420,500.00**	$ **1,210,250.00**
Warranty Retention (10%)			$ 242,050.00	

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: 3/30/23

Ed Lenth
Name Typed or printed

52496 — RCE#
12/31/2024 — Exp. Date

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
NO. 52496
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
		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.)		
	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 0.00
	S.F.	Cold Plane A.C. Pavement	$ 1.50	$ 0.00
	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
5,675	TON	Asphalt Concrete (229,277 S.F.) (144 lbs/cu.ft)	$ 90.00	$ 510,750.00
4,246	C.Y.	Agg Base Class II (229,277 S.F.)	$ 50.00	$ 212,300.00
	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
7,352	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 110,280.00
5,311	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 90,287.00
	L.F.	Type "C" Curb	$ 12.00	$ 0.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
	L.F.	Type "D" Curb	$ 15.00	$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	$ 8.00	$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 10.00	$ 0.00
5,302	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 53,020.00
47,304	S.F.	P.C.C. Sidewalk	$ 6.00	$ 283,824.00
21,018	S.F.	P.C.C. Drive Approach	$ 8.00	$ 168,144.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
20	EA.	Handicapped Access Ramp	$ 2,000.00	$ 40,000.00
5	EA.	Local Depression	$ 2,000.00	$ 10,000.00
	L.F.	Barricades	$ 100.00	$ 0.00
	L.F.	Metal Beam Guard Railing	$ 35.00	$ 0.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
32	EA.	Street Lights (including conduit)	$ 5,000.00	$ 160,000.00
	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
	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
	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
	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 0.00
	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
	EA.	Catch Basin W=4'	$ 2,200.00	$ 0.00
	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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
47	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 11,750.00
39	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 23,400.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		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
10	EA.	Street Name Sign	$ 275.00	$ 2,750.00
15	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 2,250.00
	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
4	EA	Misc. Pavement Markings	$ 100.00	$ 400.00
1206	L.F.	4" Thermoplastic Traffic Stripe	$ 0.50	$ 603.00
160	L.F.	8" Thermoplastic Traffic Stripe	$ 0.80	$ 128.00
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	$ 2.25	$ 0.00
260	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 1,040.00
	EA	Signal and Lighting	150,000.00	$ 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
		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
			$	$ 0.00
	A.	**Subtotal**		$ **1,680,926.00**
	B.	Administrative Contingency (% x A)		$ 336,185.20
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **2,017,111.20**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 403422.24
	E.	**Streets/Drainage Total (C + D)**		$ **2420533.44**

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
			$	$ 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
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 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 PUBLIC WORKS DEPARTMENT

PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. TR 31896 SCH: _____ DATE: 3/23/2023

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

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	$ 2017111.20
II. Water (Line C from Water Improvement Calculations)	$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (2% X I)	$ 20171.11
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	$ 0.00
C. Total Plan Check Deposit (A + B)	$ 20171.11
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	$ 403.42
E. Total Plan Check Deposit and Surcharge Fee	$ 20574.53
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	

ATTACHMENT D

Offsite Improvement Agreement
Cost Estimate

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:	Tract No. 31896 Avalino
Project Address:	Palomar Street and Starbuck Circle
APN:	APNs 380-160-017 and -018, 380-210-003, -004, -005, -008 and -016
Project No.:	22-0147

OFFSITE IMPROVEMENT AGREEMENT

This Offsite Improvement Agreement ("Agreement") is entered into this 12th day of July, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and D.R. Horton Los Angeles Holding Company, Inc., a California corporation, ("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 Palomar Street and Starbuck Circle, 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 Offsite 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 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 **$1,435,500.00 (One Million Four Hundred Thirty Five Thousand Five Hundred 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 **$717,750.00 (Seven Hundred Seventeen Thousand Seven Hundred Fifty 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 **$143,550.00 (One Hundred Forty**

Three Thousand Five Hundred Fifty 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:

Dean James Pernicone
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

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:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

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.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31896, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PORTION OF BLOCK “M” AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

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: $ 1,435,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 717,750.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

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 D.R. Horton Los Angeles Holding Company, Inc. ("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, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Offsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

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 D.R. Horton Los Angeles Holding Company, Inc. ("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, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Offsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, 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

Principal, the sum of _____ Dollars ($_____), 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.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET FOR OFFSITE STREET ONLY

PARCEL MAP OR TRACT MAP NO. TR 31896 DATE: 3/23/2023
PP, CU, PU, MS OR VL NO. PROJECT: **OFF SITE STREET**

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 1,435,551.41	$ 1,435,500.00	$ 717,750.00
*Flood Control		$ 0.00	$ 0.00	$ 0.00
Water	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Sewer	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Total		**1,435,551.41**	$ **1,435,500.00**	$ **717,750.00**
Warranty Retention (10%)			$ 143,550.00	

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 3/30/23

Ed Lenth — Name Typed or printed
52496 — RCE#
12/31/2024 — Exp. Date

REGISTERED PROFESSIONAL ENGINEER
EDWARD J LENTH
NO. 52496
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
		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.)		
	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 0.00
	S.F.	Cold Plane A.C. Pavement	$ 1.50	$ 0.00
9,155	S.F.	Grinding A.C. , in place	$ 2.00	$ 18,310.00
68,632	S.F.	Remove A.C. Pavement	$ 0.60	$ 41,179.20
	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
4,606	TON	Asphalt Concrete (S.F.) (144 lbs/cu.ft)	$ 90.00	$ 414,540.00
7,652	C.Y.	Agg Base Class II (116,103S.F.)	$ 50.00	$ 382,600.00
	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
	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 0.00
1,065	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 18,105.00
309	L.F.	Type "C" Curb	$ 12.00	$ 3,708.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
	L.F.	Type "D" Curb	$ 15.00	$ 0.00
1,531	L.F.	A.C. Dike (6")(incl. material & labor)	$ 8.00	$ 12,248.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 10.00	$ 0.00
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 0.00
6,870	S.F.	P.C.C. Sidewalk	$ 6.00	$ 41,220.00
240	S.F.	P.C.C. Drive Approach	$ 8.00	$ 1,920.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
4	EA.	Handicapped Access Ramp	$ 2,000.00	$ 8,000.00
1	EA.	Local Depression	$ 2,000.00	$ 2,000.00
	L.F.	Barricades	$ 100.00	$ 0.00
	L.F.	Metal Beam Guard Railing	$ 35.00	$ 0.00

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
6	EA.	Street Lights (including conduit)	$ 5,000.00	$ 30,000.00
	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
1	EA.	A. C. Overside Drain	$ 800.00	$ 800.00
	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
	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
	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
	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 0.00
	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
	EA.	Catch Basin W=4'	$ 2,200.00	$ 0.00
	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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
13	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 3,250.00
13	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 7,800.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		SIGNING, STRIPING AND SIGNALS		
	S.F	Remove Traffic Stripes and Paint Markings	$ 2.50	$ 0.00
	EA.	Remove, Sign, Salvage	$ 100.00	$ 0.00
4	EA.	Relocate Roadside Sign	$ 150.00	$ 600.00
2	EA.	Street Name Sign	$ 275.00	$ 550.00
20	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	$ 3,000.00
	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
10	EA	Misc. Pavement Markings	$ 100.00	$ 1,000.00
10657	L.F.	4" Thermoplastic Traffic Stripe	$ 0.50	$ 5,328.50
640	L.F.	6" Thermoplastic Traffic Stripe	$ 0.70	$ 448.00
380	L.F.	8" Thermoplastic Traffic Stripe	$ 0.80	$ 304.00
	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
				$ 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
		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
			$	$ 0.00
	A.	**Subtotal**		$ **996,910.70**
	B.	Administrative Contingency (% x A)		$ 199,382.14
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **1,196,292.84**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 239258.57
	E.	**Streets/Drainage Total (C + D)**		$ **1435551.41**

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
			$	$ 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
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			$	$ 0.00
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			$	$ 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 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)	$ 1196292.84
II. Water (Line C from Water Improvement Calculations)	$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (2% X I)	$ 11962.93
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	$ 0.00
C. Total Plan Check Deposit (A + B)	$ 11962.93
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	$ 239.26
E. Total Plan Check Deposit and Surcharge Fee	$ 12202.19
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	

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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

ATTACHMENT E

Storm Drain Improvement Agreement
Cost Estimate

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:	Tract No. 31896 Avalino
Project Address:	Palomar Street and Starbuck Circle
APN:	APNs 380-160-017 and -018, 380-210-003, -004, -005, -008 and -016
Project No.:	22-0147

STORM DRAIN IMPROVEMENT AGREEMENT

This Storm Drain Improvement Agreement ("Agreement") is entered into this 12th day of July, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and D.R. Horton Los Angeles Holding Company, Inc., a California corporation, ("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 Palomar Street and Starbuck Circle, 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 Storm Drain 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 **$1,515,500.00 (One Million Five Hundred Fifteen Thousand Five Hundred 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 **$757,750.00 (Seven Hundred Fifty Seven Thousand Seven Hundred Fifty 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 **$151,550.00 (One Hundred Fifty**

One Thousand Five Fifty 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:

Dean James Pernicone
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

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:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

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.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31896, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PORTION OF BLOCK “M” AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

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: $ 1,515,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 757,750.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

STORM DRAIN IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and D.R. Horton Los Angeles Holding Company, Inc., ("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 storm drains, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Storm Drain Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

STORM DRAIN IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and D.R. Horton Los Angeles Holding Company, Inc., ("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 storm drains, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Storm Drain Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, 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 Principal, the sum of _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____

(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.

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

PARCEL MAP OR TRACT MAP NO. TR 31896 DATE: 3/23/2023
PP, CU, PU, MS OR VL NO. PROJECT: **STORM DRAIN ONLY**

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 1,515,267.36	$ 1,515,500.00	$ 757,750.00
*Flood Control		$ 0.00	$ 0.00	$ 0.00
Water	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Sewer	None (District Name)	$ 0.00	$ 0.00	$ 0.00
Total		**1,515,267.36**	$ **1,515,500.00**	$ **757,750.00**
Warranty Retention (10%)			$ 151,550.00	

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: 3/30/23

Ed Lenth — Name Typed or printed

52496 — RCE#

12/31/2024 — Exp. Date

REGISTERED PROFESSIONAL ENGINEER
EDWARD J LENTH
NO. 52496
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
		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.)		
	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 0.00
	S.F.	Cold Plane A.C. Pavement	$ 1.50	$ 0.00
	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
	TON	Asphalt Concrete (S.F.) (144 lbs/cu.ft)	$ 90.00	$ 0.00
	C.Y.	Agg Base Class II (116,103S.F.)	$ 50.00	$ 0.00
	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
	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 0.00
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 0.00
	L.F.	Type "C" Curb	$ 12.00	$ 0.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
	L.F.	Type "D" Curb	$ 15.00	$ 0.00
	L.F.	A.C. Dike (6")(incl. material & labor)	$ 8.00	$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 10.00	$ 0.00
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 0.00
	S.F.	P.C.C. Sidewalk	$ 6.00	$ 0.00
	S.F.	P.C.C. Drive Approach	$ 8.00	$ 0.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
	EA.	Handicapped Access Ramp	$ 2,000.00	$ 0.00
	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

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
2	EA.	Concrete Bulkhead	$ 2,500.00	$ 5,000.00
	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
	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
	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
	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 0.00
631	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 115.00	$ 72,565.00
533	L.F.	30" R.C. P. Or 35" x 24" RCPA	$ 153.00	$ 81,549.00
364	L.F.	36" R.C. P. Or 42" x 29" RCPA	$ 90.00	$ 32,760.00
1,132	L.F.	42" R.C. P. Or 49" x 33" RCPA	$ 100.00	113,200.00
247	L.F.	48" R.C. P. Or 57" x 38" RCPA	$ 235.00	58,045.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	$ 130.00	0.00
477	L.F.	60" R.C. P. Or 71" x 47" RCPA	$ 150.00	71,550.00
	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
	EA.	Catch Basin W=4'	$ 2,200.00	$ 0.00
1	EA.	Catch Basin W=7'	$ 4,000.00	$ 4,000.00
1	EA.	Catch Basin W=10'	$ 5,500.00	$ 5,500.00
2	EA.	Catch Basin W=14'	$ 7,800.00	$ 15,600.00

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2	EA.	Catch Basin W=21'	$ 12,000.00	$ 24,000.00
	EA.	Catch Basin W=28'	$ 15,000.00	$ 0.00
	EA.	Type IX Inlet	$ 2,500.00	$ 0.00
3	EA.	Type X Inlet	$ 2,500.00	$ 7,500.00
	EA.	Junction Structure No. 1	$ 3,000.00	$ 0.00
1	EA.	Junction Structure No. 2	$ 3,000.00	$ 3,000.00
1	EA.	Junction Structure No. 3	$ 3,700.00	$ 3,700.00
2	EA.	Transition Structure No. 1	$ 12,500.00	$ 25,000.00
	EA.	Transition Structure No. 2	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 3	$ 2,700.00	$ 0.00
2	EA.	Manhole No. 1	$ 2,700.00	$ 5,400.00
7	EA.	Manhole No. 2	$ 3,300.00	$ 23,100.00
	EA.	Manhole No. 3	$ 2,700.00	$ 0.00
3	EA.	Manhole No. 4	$ 5,000.00	$ 15,000.00
	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 0.00
5	EA.	Concrete Collar	$ 1,000.00	$ 5,000.00
3	EA.	Concrete Forebay/Energy Dissipator	$ 5,000.00	$ 15,000.00
5	EA.	Headwall Wing-Type	$ 4,000.00	$ 20,000.00
4	EA.	Concrete Box Outlet	$	$ 0.00
134	L.F.	8" PVC, SCH40 Drain Pipe	$	$ 0.00
1	EA.	Stormwater Biofiltration System (MWS-L-10-20-C)	$ 145,000.00	$ 145,000.00
2	EA.	Stormwater Biofiltration System (MWS-L-8-12-V)	$ 55,000.00	$ 110,000.00
318	L.F.	Cast-in-Place 4'x5' Reinforced Concrete Box	$ 600.00	$ 190,800.00
		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

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
				$ 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
			$	$ 0.00
	A.	**Subtotal**		$ **1,052,269.00**
	B.	Administrative Contingency (% x A)		$ 210,453.80
		NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **1,262,722.80**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 252544.56
	E.	**Streets/Drainage Total (C + D)**		$ **1515267.36**

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
			$	$ 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
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 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 PUBLIC WORKS DEPARTMENT

PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. TR 31896 SCH: _____ DATE: 3/23/2023

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

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	$ 1262722.80
II. Water (Line C from Water Improvement Calculations)	$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
A. Street/Drainage (2% X I)	$ 12627.23
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	$ 0.00
C. Total Plan Check Deposit (A + B)	$ 12627.23
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	$ 252.54
E. Total Plan Check Deposit and Surcharge Fee	$ 12879.77
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	

UNIT COSTS 3/01/2011

2023-0323 Construction Cost Worksheet-Drainage

FORMAT 3/01/2008

ATTACHMENT F

EVMWD Onsite Improvement Agreement Cost Estimate

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:	Tract No. 31896 Avalino
Project Address:	Palomar Street and Starbuck Circle
APN:	APNs 380-160-017 and -018, 380-210-003, -004, -005, -008 and -016
Project No.:	22-0147

ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD)
ONSITE IMPROVEMENT AGREEMENT

This EVMWD Onsite Improvement Agreement ("Agreement") is entered into this 12th day of July, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and D.R. Horton Los Angeles Holding Company, Inc. a California corporation, ("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 Palomar Street and Starbuck Circle, 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 EVMWD Onsite 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 **$1,411,494.00 (One Million Four Hundred Eleven Thousand Four Hundred Ninety Four 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 **$705,747.00 (Seven Hundred Five Thousand Seven Hundred Forty Seven 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 **$141,149.00 (One Hundred Forty**

One Thousand One Hundred Forty Nine 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:

Dean James Pernicone
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

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:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

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.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31896, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PORTION OF BLOCK “M” AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

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: $ 1,411,494.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 705,747.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

EVMWD ONSITE IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("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 water, sanitary sewers, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain EVMWD Onsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

EVMWD ONSITE IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("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 water, sanitary sewers, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain EVMWD Onsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, 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 Principal, the sum of _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____

(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.

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS

WO# 21-135

WATER/RW IMPROVEMENTS **Date Prepared:** 3/16/23

Project: Tract 31896 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	$ 41.00	$ -
	LF	6" PVC Water Main	45.00	-
5799	LF	8" PVC Water Main	50.00	289,950 -
536	LF	12" [redacted] Water Main DIP	130.00 [redacted]	69,680 -
	LF	16" DIP Water Main	150.00	-
	LF	18" DIP Water Main	180.00	-
	LF	20" DIP Water Main	200.00	-
	EA	4" RW Gate Valve	1,800.00	-
	EA	6" RW Gate Valve	2,000.00	-
21	EA	8" RW Gate Valve	2,200.00	46,200 -
4	EA	12" Gate Valve	3,000.00	12,000 -
	EA	16" Butterfly Valve	5,500.00	-
	EA	18" Butterfly Valve	6,500.00	-
	EA	20" Butterfly Valve	7,000.00	-
	EA	24" Butterfly Valve	8,500.00	-
	EA	Fire Hydrant (6") Super	6,500.00	-
23	EA	Fire Hydrant (6") Standard	5,500.00	126,500 -
	EA	Adjust Water Valve to Grade	350.00	-
	EA	Relocation of Blowoff	4,500.00	-
117	EA	1" Water Service	1,100.00	128,700 -
	EA	1.5" Water Service	1,600.00	-
3	EA	2" Water Service	3,000.00	9,000 -
	EA	3" Water Service	4,500.00	-
5	EA	1" Air/Vac Assembly	2,500.00	12,500 -
	EA	2" Air/Vac Assembly	4,000.00	-
	EA	4" Air/Vac Assembly	6,000.00	-
	EA	2" Blowoff	5,000.00	-
	EA	6" Blowoff	6,000.00	-
184	IN/LF	Steel Casing	20.00	88,160 3,680 -
	EA	1" Sample Point	2,000.00	-
	LS	Traffic Control	N/A	-
12	EA	8" Fittings	250.00	3,000 -
5	EA	~~16~~" Fitting 12"	750.00	3,750 -
	EA	8" DCDA	7,000.00	-
	EA	10" DCDA	10,000.00	-
	LF	AC Pavement Trench Repair	10.00	-
	EA	Cut in 12" Tee	10,000.00	-
	EA	Join 16"	2,000.00	-
				-
			Subtotal	704,960 -
			20% Contingency	140,992 -
			Total	$ [redacted] - 845,952

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE
FOR SEWER IMPROVEMENTS

WO# 21-135

SEWER IMPROVEMENTS **Date Prepared:** 3/16/2023

Project: Tract 31896 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
3525	LF	4" Sewer Lateral	$ 25.00	$ 88,125 -
	LF	6" Sewer Main	30.00	-
6226	LF	8" Sewer Main	35.00	217,910 -
	LF	10" Sewer Main	45.00	-
	LF	12" Sewer Main	50.00	-
	LF	~~15~~" Sewer Main 16"	65.00	-
	LF	18" Sewer Main	85.00	-
	LF	21" Sewer Main	90.00	-
	LF	24" Sewer Main	120.00	-
	LF	6" PVC Sewer Force Main	80.00	-
	LF	8" PVC Sewer Force Main	120.00	-
	LF	12" PVC Sewer Force Main	140.00	-
	EA	4' Manhole	3,500.00	-
33	EA	5' Manhole	5,000.00	165,000 -
	EA	6' Manhole	7,000.00	-
	IN/LF	Steel Casing	20.00	-
	SF	Pavement Removal and Replacement	N/A	
	LS	Traffic Control	N/A	
	EA	Remove Plug and Join	250	
	EA	Backflow Preventor	500	
1	EA	8" Sewer Plug	250.00	250.00
			Subtotal	471,285 -
			20% Contingency	94,257 -
			Total	**$** 565,542 **-**

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

3. DIP force main price shall be 30% higher than PVC force mains.

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS

PRE AND POST METER
RECYCLED WATER COST

WO# 21-135
Date Prepared:

Project: Tract 31896 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
Pre-Meter Items				
	EA	3/4" Reclaimed Water Meter	$ 1,387.00	$ -
	EA	1" Reclaimed Water Meter	$ 2,044.00	$ -
	EA	1-1/2" Turb Reclaimed Water Meter	$ 4,086.00	$ -
	EA	2" Turb Reclaimed Water Meter	$ 5,776.50	$ -
	EA	3" Turb Reclaimed Water Meter	$ 10,011.00	$ -
	EA	4" Turb Reclaimed Water Meter	$ 16,452.50	$ -
	EA	1" Water Service	1,100.00	$ -
	EA	3/4" Water Service	825.00	$ -
	EA	2" Water Service	3,000.00	$ -
	EA	Pressure Reducing Station(without bypass)	$ 35,000.00	$ -
	LF	4" PVC Water Main	$ 41.00	$ -
	LF	6" PVC Water Main	45.00	$ -
	LF	8" PVC Water Main	50.00	$ -
	LF	12" PVC Water Main	65.00	$ -
	LF	16" DIP Water Main	150.00	$ -
	LF	18" DIP Water Main	180.00	$ -
	LF	20" DIP Water Main	200.00	$ -
	EA	4" RW Gate Valve	1,800.00	$ -
	EA	6" RW Gate Valve	2,000.00	$ -
	EA	8" RW Gate Valve	2,200.00	$ -
	EA	12" Butterfly Valve	3,000.00	$ -
	EA	16" Butterfly Valve	5,500.00	$ -
	EA	18" Butterfly Valve	6,500.00	$ -
	EA	20" Butterfly Valve	7,000.00	$ -
	EA	24" Butterfly Valve	8,500.00	$ -
	EA	Adjust Water Valve to Grade	350.00	$ -
	EA	Relocation of Blowoff	4,500.00	$ -
	EA	1" Air/Vac Assembly	2,500.00	$ -
	EA	2" Air/Vac Assembly	4,000.00	$ -
	EA	4" Air/Vac Assembly	6,000.00	$ -
	EA	4" Blowoff	5,000.00	$ -
	EA	6" Blowoff	6,000.00	$ -
	IN/LF	Steel Casing	20.00	$ -
	EA	1" Sample Point	2,000.00	$ -
	LS	Traffic Control	N/A	$ -
	EA	8" Hot Tap	8,000.00	$ -
	EA	12" Hot Tap	10,000.00	$ -
	EA	16" Hot Tap	12,000.00	$ -
			Pre-Meter Sub-Total	**-**
			Pre-Meter with 20% Contigency Total	**-**
Post Meter Items (ie, Emitters, Spray Heads, Valves…..)				
	LS	Misc. Recycled Water Items	1.00	$ -
			Post-Meter Sub-Total	**-**
			Post-Meter with 20% Contigency Total	**-**
			Total	**$ -**

ATTACHMENT G

EVMWD Offsite Improvement Agreement Cost Estimate

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:	Tract No. 31896 Avalino
Project Address:	Palomar Street and Starbuck Circle
APN:	APNs 380-160-017 and -018, 380-210-003, -004, -005, -008 and -016
Project No.:	22-0147

ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD)
OFFSITE IMPROVEMENT AGREEMENT

This EVMWD Offsite Improvement Agreement ("Agreement") is entered into this 12th day of July, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and D.R. Horton Los Angeles Holding Company, Inc., a California corporation, ("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 Palomar Street and Starbuck Circle, 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 EVMWD Offsite 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 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 **$350,268.00 (Three Hundred Fifty Thousand Two Hundred Sixty Eight 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 **$175,134.00 (One Hundred Seventy Five Thousand One Hundred Thirty Four 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 **$35,026.80 (Thirty Five Thousand Twenty Six and 80/100 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:

Dean James Pernicone
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

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:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

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.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31896, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PORTION OF BLOCK “M” AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

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: $ 350,268.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 175,134.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

EVMWD OFFSITE IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("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 water, sanitary sewers, traffic controls, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain EVMWD Offsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

EVMWD OFFSITE IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("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 water, sanitary sewers, traffic controls, and all other required facilities for Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain EVMWD Offsite Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, 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 Principal, the sum of _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS

WO# 22-092

WATER/RW IMPROVEMENTS **Date Prepared:** 3/16/23

Project: Tract 31896 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	$ 41.00	$ -
	LF	6" PVC Water Main	45.00	-
63	LF	8" PVC Water Main	50.00	3,150 -
	LF	12" PVC Water Main DIP	[redacted]	-
	LF	16" DIP Water Main	150.00	-
	LF	18" DIP Water Main	180.00	-
	LF	20" DIP Water Main	200.00	-
	EA	4" RW Gate Valve	1,800.00	-
	EA	6" RW Gate Valve	2,000.00	-
1	EA	8" RW Gate Valve	2,200.00	2,200 -
2	EA	12" Gate Valve	3,000.00	6,000 -
	EA	16" Butterfly Valve	5,500.00	-
	EA	18" Butterfly Valve	6,500.00	-
	EA	20" Butterfly Valve	7,000.00	-
	EA	24" Butterfly Valve	8,500.00	-
	EA	Fire Hydrant (6") Super	6,500.00	-
	EA	Fire Hydrant (6") Standard	5,500.00	-
	EA	Adjust Water Valve to Grade	350.00	-
	EA	Relocation of Blowoff	4,500.00	-
	EA	1" Water Service	1,100.00	-
	EA	1.5" Water Service	1,600.00	-
	EA	2" Water Service	3,000.00	-
	EA	3" Water Service	4,500.00	-
	EA	1" Air/Vac Assembly	2,500.00	-
	EA	2" Air/Vac Assembly	4,000.00	-
	EA	4" Air/Vac Assembly	6,000.00	-
	EA	2" Blowoff	5,000.00	-
	EA	6" Blowoff	6,000.00	-
	IN/LF	Steel Casing	20.00	-
	EA	1" Sample Point	2,000.00	-
	LS	Traffic Control	N/A	-
	EA	8" Fittings	250.00	-
	EA	~~16~~" Fitting 12"	750.00	-
	EA	8" DCDA	7,000.00	-
	EA	10" DCDA	10,000.00	-
	LF	AC Pavement Trench Repair	10.00	-
1	EA	Cut in 12" Tee	10,000.00	10,000 -
	EA	Join 16"	2,000.00	-
				-
			Subtotal	21,350 -
			20% Contingency	4,270 -
			Total	**$** [redacted] **-** 25,620

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE
FOR SEWER IMPROVEMENTS

WO# 22-092

SEWER IMPROVEMENTS **Date Prepared:** 3/16/2023

Project: Tract 31896 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" Sewer Lateral	$ 25.00	$ 88,125 -
	LF	6" Sewer Main	30.00	-
44	LF	8" Sewer Main	35.00	1,540 -
	LF	10" Sewer Main	45.00	-
	LF	12" Sewer Main	50.00	-
145	LF	~~15~~" Sewer Main 16"	70.00	10,150 -
1010	LF	18" Sewer Main	85.00	85,850 -
	LF	21" Sewer Main	90.00	-
	LF	24" Sewer Main	120.00	-
	LF	6" PVC Sewer Force Main	80.00	-
	LF	8" PVC Sewer Force Main	120.00	-
	LF	12" PVC Sewer Force Main	140.00	-
	EA	4' Manhole	3,500.00	-
6	EA	5' Manhole	5,000.00	30,000 -
	EA	6' Manhole	7,000.00	-
	IN/LF	Steel Casing	20.00	-
14,300	SF	Pavement Removal and Replacement	10.00	143,000
	LS	Traffic Control	N/A	
	EA	Remove Plug and Join	250	
	EA	Backflow Preventor	500	
	EA	8" Sewer Plug	250.00	
			Subtotal	270,540 -
			20% Contingency	54,108 -
			Total	**$** 324,648 **-**

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

3. DIP force main price shall be 30% higher than PVC force mains.

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS

PRE AND POST METER
RECYCLED WATER COST

WO# 22-092
Date Prepared:

Project: Tract 31896 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
Pre-Meter Items				
	EA	3/4" Reclaimed Water Meter	$ 1,387.00	$ -
	EA	1" Reclaimed Water Meter	$ 2,044.00	$ -
	EA	1-1/2" Turb Reclaimed Water Meter	$ 4,086.00	$ -
	EA	2" Turb Reclaimed Water Meter	$ 5,776.50	$ -
	EA	3" Turb Reclaimed Water Meter	$ 10,011.00	$ -
	EA	4" Turb Reclaimed Water Meter	$ 16,452.50	$ -
	EA	1" Water Service	1,100.00	$ -
	EA	3/4" Water Service	825.00	$ -
	EA	2" Water Service	3,000.00	$ -
	EA	Pressure Reducing Station(without bypass)	$ 35,000.00	$ -
	LF	4" PVC Water Main	$ 41.00	$ -
	LF	6" PVC Water Main	45.00	$ -
	LF	8" PVC Water Main	50.00	$ -
	LF	12" PVC Water Main	65.00	$ -
	LF	16" DIP Water Main	150.00	$ -
	LF	18" DIP Water Main	180.00	$ -
	LF	20" DIP Water Main	200.00	$ -
	EA	4" RW Gate Valve	1,800.00	$ -
	EA	6" RW Gate Valve	2,000.00	$ -
	EA	8" RW Gate Valve	2,200.00	$ -
	EA	12" Butterfly Valve	3,000.00	$ -
	EA	16" Butterfly Valve	5,500.00	$ -
	EA	18" Butterfly Valve	6,500.00	$ -
	EA	20" Butterfly Valve	7,000.00	$ -
	EA	24" Butterfly Valve	8,500.00	$ -
	EA	Adjust Water Valve to Grade	350.00	$ -
	EA	Relocation of Blowoff	4,500.00	$ -
	EA	1" Air/Vac Assembly	2,500.00	$ -
	EA	2" Air/Vac Assembly	4,000.00	$ -
	EA	4" Air/Vac Assembly	6,000.00	$ -
	EA	4" Blowoff	5,000.00	$ -
	EA	6" Blowoff	6,000.00	$ -
	IN/LF	Steel Casing	20.00	$ -
	EA	1" Sample Point	2,000.00	$ -
	LS	Traffic Control	N/A	$ -
	EA	8" Hot Tap	8,000.00	$ -
	EA	12" Hot Tap	10,000.00	$ -
	EA	16" Hot Tap	12,000.00	$ -
			Pre-Meter Sub-Total	**-**
			Pre-Meter with 20% Contigency Total	**-**
Post Meter Items (ie, Emitters, Spray Heads, Valves…..)				
	LS	Misc. Recycled Water Items	1.00	$ -
			Post-Meter Sub-Total	**-**
			Post-Meter with 20% Contigency Total	**-**
			Total	**$ -**

(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.

ATTACHMENT H

RCFCWCD Storm Drain Improvement Agreement

Cost Estimate

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:	Tract No. 31896 Avalino
Project Address:	Palomar Street and Starbuck Circle
APN:	APNs 380-160-017 and -018, 380-210-003, -004, -005, -008 and -016
Project No.:	22-0147

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STORM DRAIN IMPROVEMENT AGREEMENT

This Riverside County Flood Control and Water Conservation District Storm Drain Improvement Agreement ("Agreement") is entered into this 12th day of July, 2023 by and between the City of Wildomar, a California municipal corporation ("City") and D.R. Horton Los Angeles Holding Company, Inc., a California corporation, ("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 Palomar Street and Starbuck Circle, 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 Riverside County Flood Control and Water Conservation District Storm Drain 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 **$3,901,852.00 (Three Million Nine Hundred One Thousand Eight Hundred Fifty Two 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 **$1,950,926.00 (One Million Nine Hundred Fifty Thousand Nine Hundred Twenty Six 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 **$390,185.00 (Three Hundred Ninety Thousand One Hundred Eighty Five 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:

Dean James Pernicone
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

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:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

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.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31896, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PORTION OF BLOCK “M” AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

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: $ 3,901,852.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 1,950,926.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

RIVERSIDE COUNTY FLOOD CONTROL

AND WATER CONSERVATION DISTRICT STORM DRAIN IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and D.R. Horton Los Angeles Holding Company, Inc., ("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 Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Riverside County Flood Control and Water Conservation District Storm Drain Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

RIVERSIDE COUNTY FLOOD CONTROL

AND WATER CONSERVATION DISTRICT STORM DRAIN IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and D.R. Horton Los Angeles Holding Company, Inc., ("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 Tract No. 31896 Avalino ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Riverside County Flood Control and Water Conservation District Storm Drain Improvement Agreement dated July 12, 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 _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, 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 Principal, the sum of _____ Dollars ($_____), 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 _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(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 <u>MUST</u> BE ATTACHED TO THIS BOND.

JASON E. UHLEY
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
248633

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

January 26, 2023

Mr. Daniel A. York
City Engineer/Manager
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Dear Mr. York:

Re: Tract No. 31896
Storm Drain Bonding Estimate
Account No. 137-0-3-90328

Please find below a detailed construction cost estimate of the drainage facilities associated with the above-referenced project for which the Riverside County Flood Control and Water Conservation District (District) assumes inspection and maintenance responsibility. The estimated cost of these facilities is $3,901,852 and shall be the basis upon which the District shall collect field inspection fees per the provisions of Section 17.1 of Subdivision Ordinance 460 and Fee Ordinance 671.6.

Items	Unit	Quantity	Unit Cost	Cost
Concrete Grouted Riprap Drivable Surface	CY	1,402	$260	$364,520
Decomposed Granite Access Road	SF	34,409	$0.77	$26,495
Misc. Riprap (Slope Bank, Launching Toe, Energy Dissipator)	CY	16,929	$143	$2,420,847
Junction Structure No. 8	EA	4	$15,600	$62,400
Access Road Fencing (Cable Railing)	LF	1,750	$48.75	$85,313
26' Wide Access Ramp Pipe Gate	EA	4	$2,500	$10,000
24" RCP Storm Drain	LF	37	$224	$8,288
30" RCP Storm Drain	LF	59	$266	$15,694
42" RCP Storm Drain	LF	210	$353	$74,130
48" RCP Storm Drain	LF	296	$386	$114,256
Manhole No. 1	EA	3	$9,100	$27,300
Manhole No. 2	EA	3	$9,100	$27,300
Removable Bollards	EA	10	$1,500	$15,000
			Subtotal	$3,251,543
			20% Contingency	$650,309
			Total Cost	$3,901,852
			Inspection Fee = 3% of Total Cost	$117,056
			Total Fees Due	$117,056

Very truly yours,

RUDDY ARGUETA, P.E.
Senior Civil Engineer

Re: Tract No. 31896
Storm Drain Bonding Estimate
Account No. 137-0-3-90328

ec: MDS Consulting
Attn: Ed Lenth
D.R. Horton
Attn: Dean Pernicone
CValdo Corporation
Attn: Gary Yagade
Ann Rolle
Darrylenn Prudholme-Brockington
Darren James

Note: A copy of this letter should be submitted with the payment of inspection fee.

RA:blm

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: July 12, 2023

SUBJECT: Measure Z Oversight Advisory Committee Appointments

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Review the application for membership and re-appoint Nolan King to the Measure Z Oversight Advisory Committee for a term ending February 2025.

SUMMARY:
The Measure Z Committee is comprised of five members and serves as established by the City Council. Committee members serve for 2-year terms. The Committee's role is to ensure that all revenues received from the voter-approved "Save Wildomar Community Parks Funding Measure" (Measure Z) are spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18.

BACKGROUND:
In February 2023, Nolan King and Sheila Urlaub's terms expired.

DISCUSSION:
On June 8, 2023, a Notice of Vacancy for 2 scheduled positions was advertised. At the end of the recruitment period, one application was received from Nolan King who would like to re-serve on the committee.

It is staff's recommendation that the City Council review the application and re-appoint Nolan King for a term ending February 2025. A new recruitment period will be opened for the remaining vacant seat.

FISCAL IMPACT:
None.

ATTACHMENTS:

1. King, Nolan

DocuSign Envelope ID: E6FDD790-A449-47D4-B6E8-8F452A6A55D1

Volunteer Application
WILDOMAR MEASURE Z
OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: King First Name: Nolan MI: A

Address: [redacted] City: Wildomar Zip Code: 92595

Home: [redacted] Cell Phone: [redacted]

Email Address: [redacted]

QUESTIONAIRE

What type of Volunteer Experiences Have You Had?

Wildomar Measure Z oversight advisory committee 2021-2023
Riverside County Parks and Open Space District Volunteer 2020-2023

Education, Credentials, Parks & Recreation and Accounting Experience:

Bachelor Science. Information Technology manager, responsible for $4.6m budget.

Public Communication Experience:

2 yrs Wildomar Measure Z Oversight Cmte.
10 yrs representing public agency to elected board/council

Project Leadership Skills/Experience:

10yrs managing IT projects, staff of 12.

Computer Skills:

20 plus yrs in IT field. practically invented the internet.

Other Relevant Skills/Information:

It has been an honor to serve the City of Wildomar via the Measure Z oversight committee. Should it please council to renew my term i will gladly continue my humble service to my community.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking stooping, kneeling, climbing, talking. Listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Nolan King	Nolan King	June / 28 / 2023
Applicant Name (print)	*Applicant Signature*	*Date*

DocuSign Envelope ID: E6FDD790-A449-47D4-B6E8-8F452A6A55D1

Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire

PRINT NAME: Nolan King

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Nolan King _____ 6/28/2023
Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Feb 2022- Feb 2023: Member and Chair, Wildomar Measure Z Oversight Committee

In my tenure with the measure z committee I have built relationships with several city staff, and have grown to respect the professionalism and integrity of City staff. I have gained a deeper understanding of the function of city government and have assisted city staff with fulfilling obligations under measure z. I have learned something of the vision for Wildomar's future as held by staff and residents, as well as gained an appreciation for the sometimes thankless work of the city parks dept.

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

The ultimate goal of the measure z oversight committee is to fulfill the City's obligations under Ordinance 71 to advise council on and oversee expenditures of measure z funds.

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

I have greatly enjoyed serving as a committee member during the preceding term, and hope to continue service. I hope to increase my personal involvement in the community through continued service.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

I am familiar with the location of council chambers, show up on time for meetings, am expert in the wielding of official gavels, and adeptly press the mic button just before casting a roll call vote.

5. What is your experience with governmental accounting?

In my professional role, i manage a $4.5 million dollar budget for Inland Empire Utilities Agency. The IEUA has a very high standard for government accontability and is recipient of several GFOA awards for excellence.

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

in simple terms, a line item budget is the most transparent and readily auditable. It is best equipped to prevent misallocation of funds.

6. What is your experience with governmental or nonprofit audits?

IEUA regularly audits the Agency and individual departments. Meeting the demands of government accounting are familiar tasks.

7. What is your experience with vendor selection and contract review in the public sector?

this is a regular component of my professional experience with IEUA

8. What is your experience in park maintenance?

i have performed two annual park maintenance inspections associated with the City and reviewed the details of those inspections with city staff.

What is your standard level of service for maintenance?

Maintenance should be performed as needed to maintain the safety, utility, and accessibility of city facilities in the most cost effective manner possible.

9. What is your experience in Recreation Programs?

As a volunteer with Riverside County Parks and Open space, i receive regular training in public relations and open space protection.

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

Wildomar city parks will continue to be isolated from the public at large due to locations within developments and by changing traffic patterns. Public demand for open space will increase as population increases, and open space expansion/development should be a major component of the citys strategic plan

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

As a member of the committee i will strive to maintain the integrity of the body while helping the city make the best decisions possible to improve my community.

Attach additional pages as needed

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: July 12, 2023

SUBJECT: Appointments to the California Intergovernmental Risk Authority (CIRA) Board of Directors

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 RESOLUTION NO. 2019-50, AND APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) BOARD OF DIRECTORS

BACKGROUND:
On July 10, 2019, the City Council approved to appoint the Finance Manager as the Director and the City Clerk as the alternate for the Public Agency Risk Sharing Authority of California (PARSAC). Since then, PARSAC and the Redwood Empire Municipal Insurance Fund (REMIF) merged creating the California Intergovernmental Risk Authority (CIRA). Each member agency is required to appoint a Director and an alternate to the Board of Directors to make decisions on behalf of the City on all matters that come before the board.

DISCUSSION:
At the time Resolution 2019-50 was adopted, there was only a Finance Manager position. Since then, the City has authorized and filled an Administrative Services Director position that oversees Risk Management. Staff recommends that the City Council change the Director from Finance Manager to Administrative Services Director and keep the City Clerk as the alternate. A new Resolution is required to reflect the merger and the requested changes to the appointments.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 2023
2. Reso 2019-50

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2019-50, AND APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) BOARD OF DIRECTORS

WHEREAS, the City of Wildomar (the "City") was a party to the Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California, dated December 2, 2010 (the "Joint Powers Agreement") and, as such, was a Member Agency of the Public Agency Risk Sharing Authority of California ("PARSAC"), as that term is defined in the Joint Powers Agreement; and

WHEREAS, On November 11, 2020, the City adopted a Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority (CIRA), which permitted the merger and joining of the Public Agency Risk Sharing Authority of California (PARSAC) and the Redwood Empire Municipal Insurance Fund (REMIF) effective July 1, 2021; and

WHEREAS, Each Member Agency of CIRA is required to appoint a Director and an Alternate Director to act in the Director's absence, to represent the City/Town as if the City/Town itself were present and acting on the CIRA Board of Directors for all matters which come before such Board of Directors, and also for the Director to be eligible for serving on the CIRA Executive Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California, does hereby repeal Resolution No. 2019-50.

BE IT FURTHER RESOLVED that the City Council hereby appoints the Administrative Service Director to serve as its Director on the CIRA Board of Directors to act on behalf of the City; and appoints the City Clerk to serve as Alternate Director in the absence of the Director; and

BE IT FURTHER RESOLVED that the City Clerk is instructed to inform the Secretary of CIRA of the above appointments by sending a certified copy of this Resolution to CIRA's business office.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

RESOLUTION NO. 2019 – 50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RESCINDING RESOLUTION NO. 2011-03, RESOLUTION NO. 2013-33, RESOLUTION NO. 2015-02 AND RESOLUTION NO. 2019-31 AND APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) BOARD OF DIRECTORS

WHEREAS, the City of Wildomar (the "City") is a party to the Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California, dated December 2, 2010 (the "Joint Powers Agreement") and, as such, is a Member Agency of the Public Agency Risk Sharing Authority of California ("PARSAC"), as that term is defined in the Joint Powers Agreement; and

WHEREAS, pursuant to the Joint Powers Agreement, each Member Agency of PARSAC is required to appoint a Director and an Alternate Director to act in the Director's absence, to represent the City/Town as if the City/Town itself were present and acting on the PARSAC Board of Directors for all matters which come before such Board of Directors, and also for the Director to be eligible for serving on the PARSAC Executive Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California, does hereby rescind Resolution Nos. 2011-03, 2013-33, 2015-02 and 2019-31 in their entirety; and

BE IT FURTHER RESOLVED that the City Council hereby appoints the Finance Manager to serve as its Director on the PARSAC Board of Directors to act on behalf of the City; and appoints the City Clerk to serve as Alternate Director in the absence of the Director; and

BE IT FURTHER RESOLVED that the City Clerk is instructed to inform the Secretary of PARSAC of the above appointments by sending a certified copy of this Resolution to PARSAC's business office.

PASSED, APPROVED, AND ADOPTED this 10th day of July, 2019.

Marsha Swanson

Marsha Swanson
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
Acting City Clerk

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

I, Janet Morales, Acting City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2019 – 50 was duly adopted at a regular meeting held on July 10, 2019, by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales
Acting City Clerk
City of Wildomar

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: July 12, 2023

SUBJECT: Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) - Right of Way Acquisition

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

ACTION:
Adopt a resolution entitled:

RESOLUTION 2023 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR AQUISITION OF REAL PROPERTY REQUIRED FOR THE BUNDY CANYON ROAD IMPROVEMENT PROJECT (CIP 026-2)

SUMMARY:
The Bundy Canyon Road Improvement Project, Segment 2, from 1600' east of Oak Circle Drive to 600' east of The Farm Road (CIP 026-2) requires right-of-way acquisition from adjacent property owners. City Council action is required to authorize the City Manager to execute the various right-of-way agreements and documents.

BACKGROUND:
The five-year Capital Improvement Program includes the improvement of Bundy Canyon Road from the I-15 Freeway to the easterly City limits. The project was broken into three phases due to funding restraints. Construction of Segment 1 from I-15 to 1600' east of Oak Canyon Drive has been substantially completed. The City is receiving construction funding for Segment 2 (Project) from 1600' east of Oak Canyon Drive to 600' east of The Farm Road via a grant from the Riverside County Transportation Commission. Therefore, staff is moving forward with the necessary pre-construction project activities including acquisition of right-of-way necessary for construction of Segment 2. The City previously acquired right-of-way from several property owners within the Segment 2 Project limits, however there are a few remaining properties from which right-of-way is still needed and properties from which updated temporary construction

easements or right-of-entries are needed.

DISCUSSION:
Completion of the Segment 2 Project construction will require the partial acquisition of nine parcels from five owners as shown in Attachment A and Attachment B. In addition, nineteen Temporary Construction Easements (TCE's) will also be required. All but one right-of-way property appraisals have been completed with the final appraisal in progress, and negotiations with the various property owners are being initiated. At completion of negotiations, formal acquisition agreements and property transfer documents between the property owners and the City will need to be executed. The attached resolution will authorize the City Manager to execute these documents.

FISCAL IMPACT:
The project has been approved by the City Council as part of the FY 23/24 and FY 24/25 Capital Improvement Program budget. Funding for the right-of-away acquisition will come from Transportation Uniform Mitigation Fees (TUMF).

ACCOUNT CODE:
503-909-0002

ATTACHMENTS:
1. Resolution
A - Segment 2 Project Right-of-Way Parcel Map
B - Segment 2 Project Right-of-Way Parcel List

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR ACQUISITION OF REAL PROPERTY REQUIRED FOR THE BUNDY CANYON ROAD, SEGMENT 2 IMPROVEMENT PROJECT (CIP 026-2)

WHEREAS, on March 8, 2023 the City Council approved the terms of and directed the City Manager to execute an agreement with Interwest Consulting Group ("Consultant") for right of way acquisition services related to the Bundy Canyon Road Improvement Project, (CIP 026-2) ("Project"), and;

WHEREAS, the Project will improve Bundy Canyon Road to modify alignment, add travel lanes and a multiuse trail; and

WHEREAS, the design for the Project identified nine (9) parcels which are necessary to acquire in part, via either acquisition of fee title or an easement, as well as various Temporary Construction Easements (TCE's) necessary for project construction; and

WHEREAS, the Consultant is actively engaged in performing the acquisitions required to move the Project forward; and

WHEREAS, prior to acquisition, each parcel or interest to be acquired is appraised so that the City can offer a purchase price consistent with the law regarding expenditures of public funds; and

WHEREAS, after appraisal the City makes an offer to the owner of the parcel or interest and if agreement is reached on price, then it is usually the case that the parties want to expeditiously proceed to the execution of a formal agreement documenting the transaction; and

WHEREAS, it is within the authority of the City Council to delegate to the City Manager the authority to execute purchase and sale agreements and TCE's for real property interests required for the Project; and

WHEREAS, by defining the scope of the City Manager's authority in executing purchase and sale agreements and TCE's, the City Council will retain ultimate control over the acquisition process.

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

1. The City Council delegates to the City Manager the authority to execute purchase and sale agreements for fee title, temporary easements, and permanent easements required for the Project. This delegation of authority shall allow the City Manager to negotiate terms for each purchase and sale, including price in accordance with the direction provided by the City Council. The City Manager shall not have the authority to agree to a price in excess of 120% of the appraised value of a parcel or property interest as set forth in the City's appraisal of the subject parcel or interest. If a property owner refuses to sell the property interest required by the Project for an amount equal to or less than 120% of the City's appraised value, the matter shall be brought to the City Council for final determination.

2. If in the course of negotiating for fee title and/or easement interests the Consultant and the owner reach agreement on a price that does not exceed 120% of the appraised value, the City Manager may execute such agreements as are necessary to conclude the purchase. The City Manager may, subsequent to execution of the agreements, take any other actions necessary to complete the purchase of fee title, temporary easements, and permanent easements necessary for the Project including, but not limited to, execution of certificates of acceptance and recordation of documents.

3. The City Council finds that this delegation of authority is in the best interests of the City and the Project because it will allow acquisitions to be timely processed while still allowing the City Council to retain final approval over exceptional cases.

PASSED, APPROVED AND ADOPTED this 12th day of July 2023.

_____
Joseph Morabito
Mayor

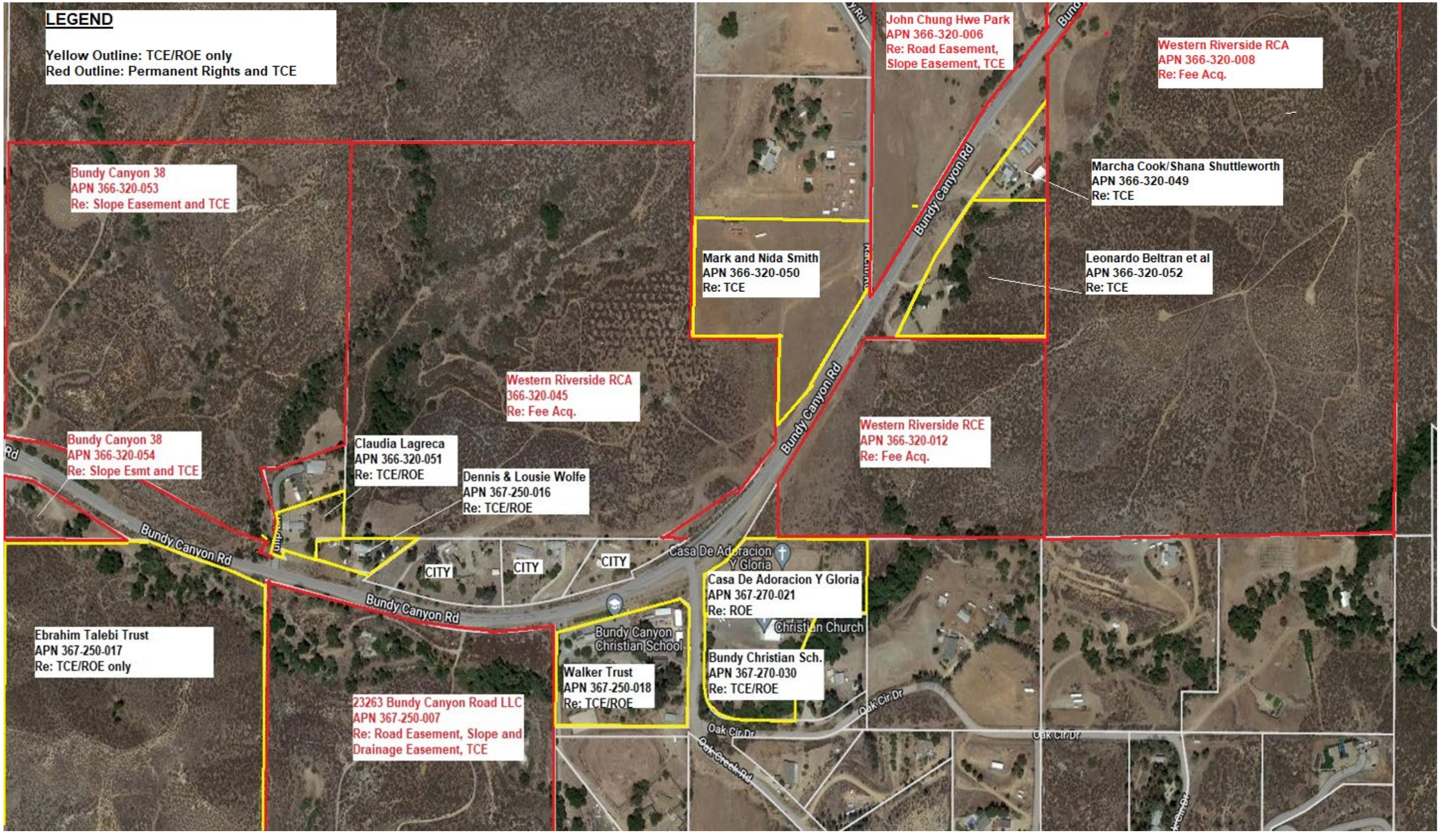
APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

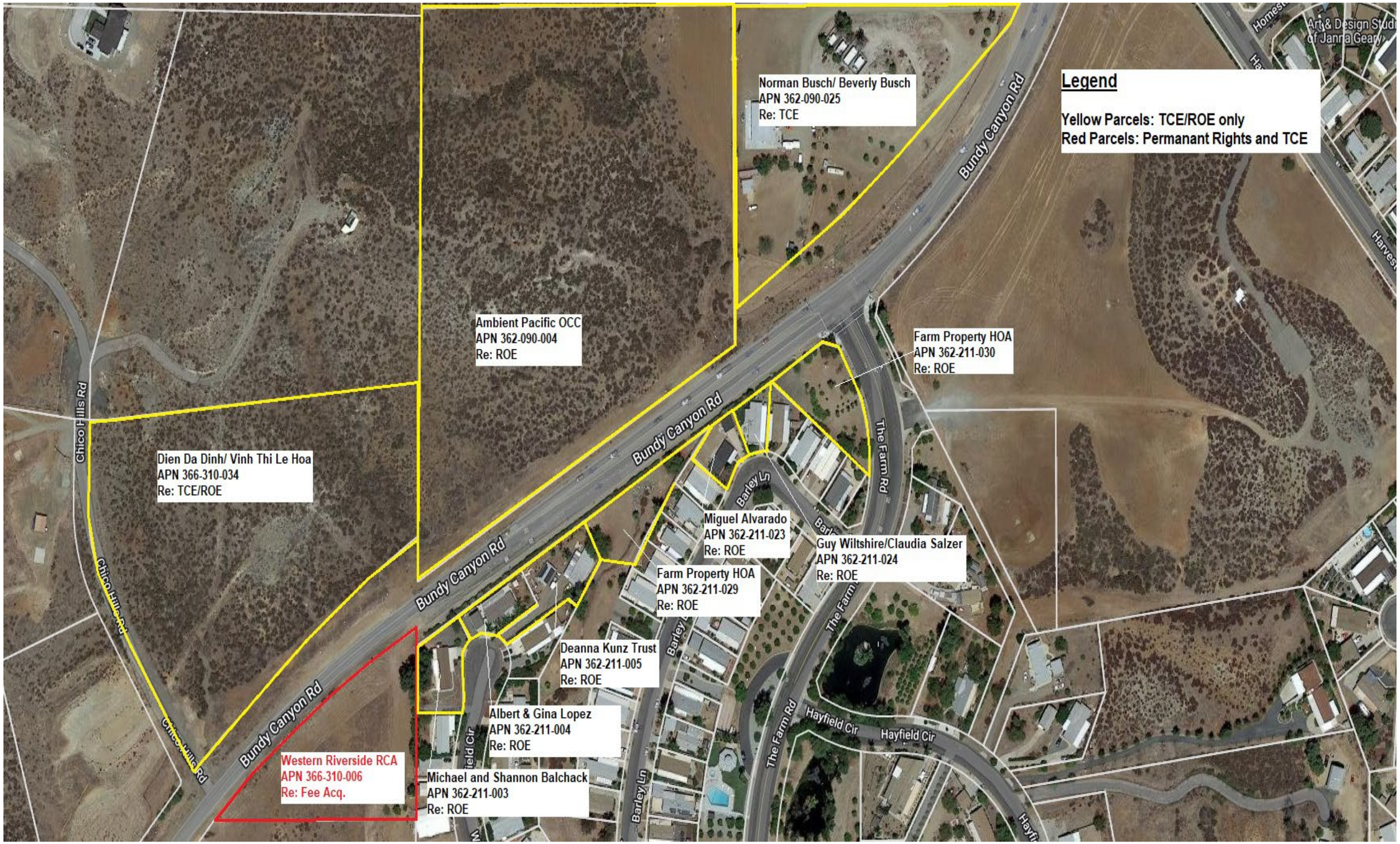
ATTEST:

_____
Janet Morales
City Clerk

Bundy Canyon – Segment 2 (Map 1 of 2)



Bundy Canyon – Segment 2 (Map 2 of 2)



Bundy Canyon Road Segment 2 Project - Right-of-Way Acquisition

PARCEL ID	APN	Property Owner	Property Address/Location	Right of Way Acquisition Type	Acquisition Areas (S.F)			
					PE (Road/Sidewalk)	PE (Other)	TCE/ROE	Fee
Parcels Subject to Permanent Rights								
PID 32/33	366-320-053 (Came From 366-320-048)	Bundy Canyon 38	- Vacant property at northwest corner of Tulip Ln./Bundy Canyon Rd. - Vacant property about 1050' east of Oak Canyon Dr., south of Bundy Canyon Rd.	Slope Easement, TCE		71,151	11,786	
	366-320-054 (Came From 366-320-028)			Slope Easement, TCE		4,750	2,267	
PID 39	367-250-007	23263 Bundy Canyon Road LLC	23263 Bundy Canyon Road	Roadway and Slope Easement, TCE	11,306	37,159	7,791	
PID 42/46	366-320-045, 012	Western Riverside County RCA	- Vacant property north of Oak Circle Dr./Bundy Canyon Rd. - Vacant property south of Raciti Dr./Bundy Canyon Rd.	Fee Acquisition				34,305
PID 53/55	366-320-008, 366-310-006							72,123
PID 47	366-320-006	John Chung Hwe Park and Moon Hwa Park	23690 Bundy Canyon Road	Roadway and Slope Easement, TCE	28,436	19,024	10,474	
PID 56	362-090-026 (Came From 362-090-004)	Ambient Pacific	Vacant property northwest of The Farm Rd./Bundy Canyon Rd.	Roadway and Slope Easement, TCE	34,007	35,864	7,886	
						Subtotal (Parcels with Perm Rights)		
Parcels Subject to Temporary Construction Easements or Right of Entry								
PID 34	367-250-017	Bundy Canyon 145 LLC	23263 Bundy Canyon Road	TCE/ROE			3,541	
PID 35	366-320-051 (Came From 366-320-044)	Jack and Claudia La Greca, Trustees	23200 Bundy Canyon Road	TCE/ROE			1,652	
PID 36	367-250-016 (Came From 367-250-001)	Dennis and Louise Wolfe	23260 Bundy Canyon Road	TCE/ROE			5,640	
PID 41	367-250-018 (Came From 367-250-015)	L & P Walker Family Trust	23411 Bundy Canyon Road	TCE/ROE			773	
PID 43	367-270-021	Casa De Adoracion Y Gloria	23510 Bundy Canyon Road	TCE/ROE			837	
PID 44	367-270-030	Bundy Canyon Christian School	23541 Bundy Canyon Road	TCE/ROE			331	
PID 45	366-320-050 (Came From 366-320-022)	Nida G. Smith and Mark L. Smith	33769 Raciti Road	TCE/ROE			6,008	
PID 48	366-320-052 (Came From 366-320-011)	Leonardo Beltran	23659 Bundy Canyon Road	TCE/ROE			4,105	
PID 49	366-320-049 (Came From 366-320-010)	Marsha Cook, Trustee	23749 Bundy Canyon Road	TCE/ROE			10,662	
PID 51	366-320-046	Ortega Trail Recreation Park Dist	Vacant property east of 23742 Bundy Canyon Rd.	TCE/ROE			1,317	
PID 52	366-320-041	Jodi Sadlon	Vacant property northwest of Chico Hills Rd./Bundy Canyon Rd.	TCE/ROE			2,228	
PID 54	366-310-034 (Came From 366-310-015)	Dien Da Dinh and Hoa Vinh Thi Le	Vacant property northeast of Chico Hills Rd./Bundy Canyon Rd.	TCE/ROE			6,471	
PID 57	362-211-003	Balchak	24021 Wheatfield Circle	TCE/ROE			1,451	
PID 58	362-211-004	Albert & Gina Lopez	24000 Wheatfield Circle	TCE/ROE			1,500	
PID 59	362-211-005	Deana Rene Kunz	24010 Wheatfield Circle	TCE/ROE			1,500	
PID 60	362-211-029	The Farm HOA	233430 Harvest Way	TCE/ROE			2,914	
PID 61	362-211-023	Alvardado	33371 Barley Lane	TCE/ROE			638	
PID 62	362-211-024	Guy Wiltshire & Claudia Salzer	33361 Barley Lane	TCE/ROE			870	
PID 64	362-211-030	The Farm HOA	33430 Harvest Way	TCE/ROE			1,269	
PID 65	362-090-025 (Came From 362-090-001)	Norman Busch, Trustee	24240 Bundy Canyon Road	TCE/ROE			7,386	

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: July 12, 2023

SUBJECT: Services Agreement with Architerra Design Group for the preparation of Design Plans for the 20-Acre Passive Park (CIP 099)

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:
1. Authorize the City Manager to execute a Services Agreement with Architerra Design Group for the preparation of Design Plans for the 20-Acre Park for a total not to exceed $243,035.

2. Approve a supplemental appropriation for Fund 461 to include $70,000 in expenditures.

SUMMARY:
To open the recently acquired 20-Acre Passive Park for public use, the City must first complete initial construction activities to secure the park and make it accessible to the public. Ultimately, additional future improvements are recommended to further enhance the benefits of the park. At the City's request, Architerra Design Group (Architerra) has provided a proposal to prepare the design plans for both the initial phase and ultimate phase of the 20-Acre Park. This item authorizes a services agreement with Architerra for the design.

BACKGROUND:
The 20-Acre Passive Park (CIP 099) is a future City park, located east of Palomar St., south of Gierson Ave., and southeast of Pasadena St. The City Council approved the acquisition of the park land at the June 14, 2023 City Council Meeting. As part of the sales agreement between the City and the prior owner, the City must open the park for public use within one year of acquisition.

DISCUSSION:
To ensure the timely opening of the 20-Acre Park for public use and to make the development of the park more feasible, the City has phased the construction of the park into two phases.

- **Phase 1:** Includes basic improvements and amenities to ensure the park can be opened to the public. This phase may include improvements such as security fencing, security

lighting, parking lot(s), a pedestrian bridge, irrigation upgrades, utilities, and an interim restroom.

- **Phase 2:** Includes the completion of most other amenities, including potential additional parking lots, potential landscaping enhancements, potential minor recreational facilities, permanent restrooms, water fountains, potential gazebos or similar features, etc...

Staff requested proposals from the City's three on-call landscape architects, Placeworks, Inc., LandArq, and Architerra Design Group, for the preparation of design plans for the park. Staff evaluated the proposals and determined that Architerra's proposal demonstrated a strong understanding of the project needs with reasonable costs. A copy of the proposal is included as Attachment A. The proposal includes optional tasks that may be required based on certain conditions. As a result, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Architerra Design Group for the preparation of design plans for the 20-Acre Park, for a cost not to exceed $243,035. A copy of the proposed Professional Services Agreement is included as Attachment B.

FISCAL IMPACT:
The proposal is for a cost not to exceed $243,045.

DIF Park Improvement funds in the amount of $175,000 were included in the approved budget for the project (CIP 099) to complete this work. Based on the proposal cost, staff recommends that the City Council approve a budget amendment to allocate an additional $70,000 in DIF Park Improvement funds to the project.

There is no impact to the General Fund.

ACCOUNT CODE:
Budget Amendment

- DIF Park Improvements (Fund 461)
    - Expenditures (461-099-4500-52115) = $70,000

ATTACHMENTS:
A - Consultant Proposal
B - Services Agreement

ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

May 19th, 2023

Mr. Jason Farag, PE
Director of Public Works
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, 20-ACRE PASSIVE PARK APN 380-050-025, WILDOMAR, CA

Dear Mr. Farag,

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and The City of Wildomar (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above, the extent of which may be generally described as the preparation of Conceptual Design, Design Development, Construction Documents, Specifications, and Cost Estimate for a new 20-acre passive park.

The 20-acre parcel is bordered by a single large residential property to the east, Palomar Street to the south, the flood control channel, and adjacent Anne Sullivan Preschool to the west, and residential track homes to the north.

The City of Wildomar has explored the option of providing a small parking lot and pedestrian access connection within a ½-acre triangular property off Palomar Street to the southwest of the site. Pedestrian access to the main park from this location would require installation of a new pedestrian bridge to span the existing flood control channel.

Other possible vehicular and pedestrian access points to the main park site are via the residential streets of Gierson Avenue and Billie Ann Road. The Gierson Avenue location seems the most appropriate access since it is closer to the existing grade of the park. It also appears to be designed for a future connection to Como Street to the west. Connecting vehicular and pedestrian access to Billie Ann Road will require more grading to make the transition down to the existing park grades.

ARCHITERRADESIGNGROUP.COM
10221-A TRADEMARK STREET RANCHO CUCAMONGA CA 91730 | PHONE (909)484-2800 FAX (909)484-2802
CA #2834, AZ #29115, NV #446, OR#841, NM, #538

Per our discussions with the City of Wildomar, the park improvements are envisioned to be phased, However, our conceptual design plans will address the ultimate development of the entire property. The result will be a Conceptual Landscape Master Plan for use in preparing construction document packages.

Phase 1 construction documents will include site access off Gierson Street, security fencing, gates, water and electrical services, security lighting at parking area, basic trail system, temporary restroom (porta potties), minor planting, and drip irrigation system.

Phase 2 construction documents will complete the approved park improvements. This may include access off Palomar Street with a parking lot, permanent restroom, and pedestrian bridge to the main park, complete trail system, shade shelters, permanent restroom at Gierson Street parking area, connection to Billie Ann Road, additional parking areas, frisbee golf course, dog park area, exercise stations, picnic tables and benches, drinking fountains, butterfly garden, trees, shrubs and ground cover planting, and complete irrigation system. Construction document packages will include all necessary details, book specifications, and cost estimates.

Our civil engineer, Madole & Associates, will provide the topographic survey and mapping (Optional for Phase 1), grading and drainage plans, a SWPPP and WQMP document if required, based on the final design. They will also provide the legal description and plats for street right-off-way improvements off Palomar Street, Gierson Avenue, and Billie Ann Road.

Our electrical engineer, JCA Engineering, will prepare electrical plans for electrical services to the site, security lighting, restroom lighting and irrigation controller power. Security camera equipment will be by others.

We will visit the site to review, document, and evaluate the existing trees, slopes, potential drainage and safety issues and design opportunities. The services of a certified arborist (Steve F. Andresen) for tree evaluation is included (Optional for Phase 1).

The site currently utilizes recycled water for existing tree irrigation from the Anne Sullivan Preschool property and will be available for continued use for up to 12 months. A separate water service and meter will be required for future irrigation of the existing trees and landscape improvements.

During the design process, we will research and evaluate possible on-site parking areas, prefabricated pedestrian bridge crossing the flood control channel, restroom building locations, and other feasibility and accessibility concerns. We anticipate that a separate construction package for the pedestrian bridge will need to be prepared and submitted for approval by RCFCD.

We have included our proposed schedule to complete the Conceptual Design and Phase 1 construction plans, specifications, and cost estimate, for advertising and award to meet the December 29th, 2023, constriction deadline. The schedule for Phase 2 improvements will be determined later to meet the completion date of June 29, 2026.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

A. Conceptual Design:

1. Project Kick-Off team meeting with Client to introduce the team, discuss the project goals, design direction, and schedules. Obtain all relevant information, plans and documents.
2. Site Visit/Field Inventory to review, document and evaluate existing conditions, opportunities, and constraints.
3. Coordinate the services of a certified arborist to prepare an Existing tree evaluation report. This is listed as an **Optional** service under item **K**.
4. Program Development of potential items to be included in the overall design plan.
5. Base Sheet Development. Based on the topographic survey or site google map images, prepare an overall design base sheet at 1" = 50' scale on 30" x 42" sheet size.
6. Preparation of informal schematic tissue design sketches. Two (2) proposed schematic design solutions of the entire site for review and comment by City will be prepared. Design sketches will also be used to discuss initial construction budgets.
7. Based on the city preferences of the schematic designs, prepare one (1) Conceptual Landscape Master Plan (CLMP). Document will be color rendered with legends of all proposed site elements, features, trees, shrubs.
8. Prepare an image board of typical design feature elements.
9. Preparation of budgetary estimate of probable construction costs based on the CLMP.
10. Client/ design progress review meeting. (Two meetings included)
11. Project Administration (Bi-Weekly Status Report and Project Scheduling).
12. Telephone Consultation.

B. Construction Documents for Phase 1:

1. Title Sheet Preparation.
2. AutoCAD Base Sheet Preparation @ 1" = 20' scale, on (24"x36") sheet format, (7) sheets total. Base sheets will be based on the topographic survey using City standard engineering sheet format and title block.
3. Grading coordination with Civil Engineer for initial grading of site access off Gierson Street and landscape areas. Grading plans by Civil Engineer.
4. Utility coordination with Civil Engineer for initial water service to site off Gierson Street. Utility plans by Civil Engineer.
5. Site Clearing Plan preparation. Basic site clearing of surface material and removal of dead trees and/or trees conflicting with access to the park (1" = 20' scale).

6. Construction Plan Preparation for layout and detailing of site access off Gierson Street, basic trail layout, perimeter security fencing, and temporary restroom (1" = 20' scale).
7. Construction Detail Preparation for new site elements.
8. Coordination with Electrical Engineer for site electrical service and security lighting layout.
9. Planting plans for additional trees.
10. Initial Irrigation Plan Preparation for existing and new tree planting (1" = 20' scale).
11. Initial Irrigation Detail Preparation.
12. Construction, Planting, and Irrigation Specifications. (book form)
13. Preparation of final Cost Estimate.
14. Provide Soils Test and Soils Management Report.
15. Material/Furnishing Selection.
16. Package Coordination.
17. Client Progress Meeting. (Two virtual meetings included)
18. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
19. Agency Plan Check Corrections.
20. Project Administration.
21. Telephone Consultation.

C. Civil Engineering Services for Phase 1 – Madole & Associates:

1. Prepare a topographic survey of existing facilities with contours and spot elevations. The survey will be based on aerial topography supplemented with ground survey data. Prepare final base mapping from survey data. This service is listed as an **Optional** service under item **K**, but may be required to complete Phase 1 construction documents.
2. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary.
3. Prepare a Phase 1 Street Improvement and Grading Plan for a temporary Gierson Avenue Extension and onsite parking area at north entry to park.
4. Prepare Phase 1 SWPPP and erosion control documents, if needed.

D. Electrical Engineering Services for Phase 1 - JCA:

1. Electrical construction documents reflecting new metered service, and new area security lighting.
2. Area lighting photometric illumination drawings, if needed.

3. Exterior title 24 energy calculations, if needed.
4. Construction administration, if needed.

E. Bidding Assistance for Phase 1:

1. Prepare bid schedule with line items for clearing, grading, construction, irrigation, and planting quantity takeoffs and costs.
2. Attend a pre-bid meeting. (1 in person).
3. Respond to bidder's request for information.
4. Review and evaluate completed bid schedules with Client and make recommendations in awarding construction contract.

F. Construction Administration for Phase 1:

1. Attend the pre-construction meeting and job-site meetings over the course of the construction schedule. (6 visits total)
2. Preparation of site review reports for submittal to Client for review, and contractor for correction. (6 reports total)
3. Review/approve submittals and provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City.
4. Review site for contractor's request for substantial completion. Prepare punch list of items for completion and/or correction.
5. Project Administration.

Phase 2 final Construction Documents scope of services may need to be adjusted prior to the start of this phase. Bidding and Construction Administration for Phase 2 will be provided later. It is anticipated that geotechnical and structural engineering services will be needed at that time based on the final approved CLMP. ADG will meet with the city to review and finalize the scope of services and adjust as needed prior to proceeding. This scope of services is based on the assumptions listed in the project overview.

G. Construction Documents for Phase 2:

1. Title Sheet Preparation.
2. AutoCAD Phase 2 Design Development Base Sheet Preparation @ 1" = 20' scale, on (24"x36") sheet format, (7) sheets total.
3. Grading coordination with Civil Engineer for final grading of landscape areas. Final grading plans by Civil Engineer.
4. Construction Plan Preparation for layout and detailing of site access roads and trails, on-site parking areas, prefabricated restrooms, shade shelters, picnic areas, frisbee golf course, drinking fountains, dog park area (1" = 20' scale).

5. Coordinate with prefabrication companies for the restroom buildings and shade structures.
6. Construction Detail Preparation for all new site elements.
7. Coordination with Electrical Engineer for added electrical service and security lighting layout.
8. Final Irrigation Plan Preparation for additional landscaped garden areas (1" = 20' scale).
9. Irrigation Detail Preparation.
10. Planting Plan Preparation including a possible butterfly garden and drought tolerant/native planting areas (1" = 20' scale).
11. Planting Detail Preparation.
12. Construction, Irrigation and Planting Specifications. (book form)
13. Preparation of final Cost Estimate.
14. Provide Soils Test and Soils Management Report.
15. Material/Furnishing Selection.
16. Package Coordination.
17. Client Progress Meeting. (Two virtual meetings included)
18. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
19. Agency Plan Check Corrections.
20. Project Administration.
21. Telephone Consultation.

H. Civil Engineering Services for Phase 2 – Madole & Associates:

1. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary. City to provide aerial topographic information for ½-acre parcel off Palomar Street.
2. Prepare Street Improvement Plans for widening and access to the park from Palomar Street.
3. Prepare a Grading Plan for the parking lot area off Palomar Street using city provided aerial topographic information.
4. Prepare Water and Sewer Utility Service Plans from Palomar Street for restroom building.
5. Prepare possible Gierson Avenue extension street improvement plans.
6. Prepare on-site Grading Plans for passive site improvements and possible on-site roadway connection to Billie Ann Street,
7. Prepare Phase 2 SWPPP, WQMP, and erosion control documents, if needed.

I. Pedestrian Bridge over RCFCD Channel for Phase 2 (Separate Package):

1. Coordinate with a prefabrication company for the development of a flood control channel pedestrian bridge crossing.
2. Prepare Title sheet and site location plans for the new pedestrian bridge using City standard engineering sheet format and title block (24" x 36").
3. Prepare Construction Details and Specifications for the new pedestrian bridge. (Geotechnical and Structural Engineering not included at this time)
4. Coordination with RCFCD for pedestrian bridge crossing at the flood control channel. (Madole).

J. Electrical Engineering Services for Phase 2 - JCA:

1. Electrical Engineering Plans include preparing electrical construction documents reflecting electrical service, parking lot lighting, security lighting and power for restrooms.
2. Area lighting photometric illumination drawings, if needed.
3. Exterior title 24 energy calculations, if needed.
4. Electric car charger electrical engineering, if required.
5. Construction administration, if needed.

K. Optional Services for Phase 1:

1. Research parcel maps and provide Topographic Aerial and Ground Survey at 1' contours to establish project area property lines, channel, and centerline, right of way of surrounding streets (Gierson Avenue, Billie Ann Street) and finish in AutoCAD format for base preparation. (Madole)
2. Provide onsite inspection of existing trees and provide an Arborist Report giving a general overview as to their current health and condition using guidelines set forth by the International Society of Arboriculture and the City of Wildomar. (Steve F. Andresen)

During Project site visits ADG will generally review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

A.	Conceptual Design:	$22,775.00
B.	Construction Documents – Ph. 1-ADG:	$38,200.00
C.	Civil Engineering – Ph. 1 – Madole:	
	• Utility Coordination:	$4,800.00
	• Street Improvement Plan Gierson:	$15,575.00
	• SWPPP & Erosion Control:	$4,550.00
D.	Electrical Engineering CDs – Ph. 1– JCA:	$9,700.00
	• Photometric Plan:	$650.00
	• Exterior Title 24:	$650.00
	• Construction Administration:	$1,000.00
E.	Bidding Assistance – Ph. 1	$1,825.00
F.	Construction Administration – Ph. 1	$6,200.00
Professional Fee for Phase 1 Total:		**$105,925.00**
Estimated Reimbursable Expense Allowance		$2,000.00
Estimated Fee Total:		**$107,925.00**

G.	Construction Documents – Ph. 2-ADG:	$82,800.00
H.	Civil Engineering – Ph. 2 – Madole:	
	• Street Improvement Plan Palomar Street:	$12,175.00
	• Grading Plan Palomar Street:	$13,400.00
	• Water & Sewer Utility Plans Palomar St.:	$10,525.00
	• Street Improvement Plan Gierson:	$8,525.00
	• Grading Plan & Connection Billie Ann:	$34,650.00
	• SWPPP & Erosion Control Plans:	$4,500.00
	• WQMP:	$7,700.00
I.	Pedestrian Bridge – Ph. 2:	$17,125.00
J.	Electrical Engineering CDs – Ph. 2– JCA:	$24,700.00
	• Photometric Plan:	$850.00
	• Exterior Title 24:	$950.00
	• Electric Car Charger:	$1,800.00
	• Construction Administration:	$2,000.00
Professional Fee for Phase 2 Total:		**$221,700.00**
Estimated Reimbursable Expense Allowance		$2,000.00
Estimated Fee Total:		**$223,700.00**

K. Phase 1 Additional Optional Items	
Optional Topographic survey and base mapping:	$18,035.00
Optional Certified Arborist services:	$1,300.00

GENERAL WORK PROGRAM AND TIMETABLE

Architerra Design Group has included a preliminary schedule for completion of this project after receipt of Notice to Proceed. See Preliminary Schedule page. ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG

shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

DESIGN APPROVAL

Mr. Jason Farag is designated as the person responsible for design direction to ADG for this project and has the authority for design approval. In the event that the design, as approved by Mr. Farag is rejected by others, and redesign is required, such redesign shall be compensated as an Additional Service.

DESIGN ALTERNATIVES

ADG will limit the number of design alternatives provided under this contract to two, upon which time the design will be considered complete.

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to five meetings for coordination with Client, and up to 6 site visit/construction observation meetings (Phase 1 only), scheduled approximately as follows:

Pre-construction Meeting	1
Irrigation	1
Planting	1
Approval to Begin Maintenance Period	1
Acceptance to Maintenance Period	1
Punch List Completion	1
Total	**6**

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Existing site engineering and utility base information.
2. Engineering other than that provided within the Scope of Services.
3. Agency processing of completed plans.
4. Arborist's Report if required.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,

Richard Krumwiede
President, CA RLA #2834

Accepted: City of Wildomar

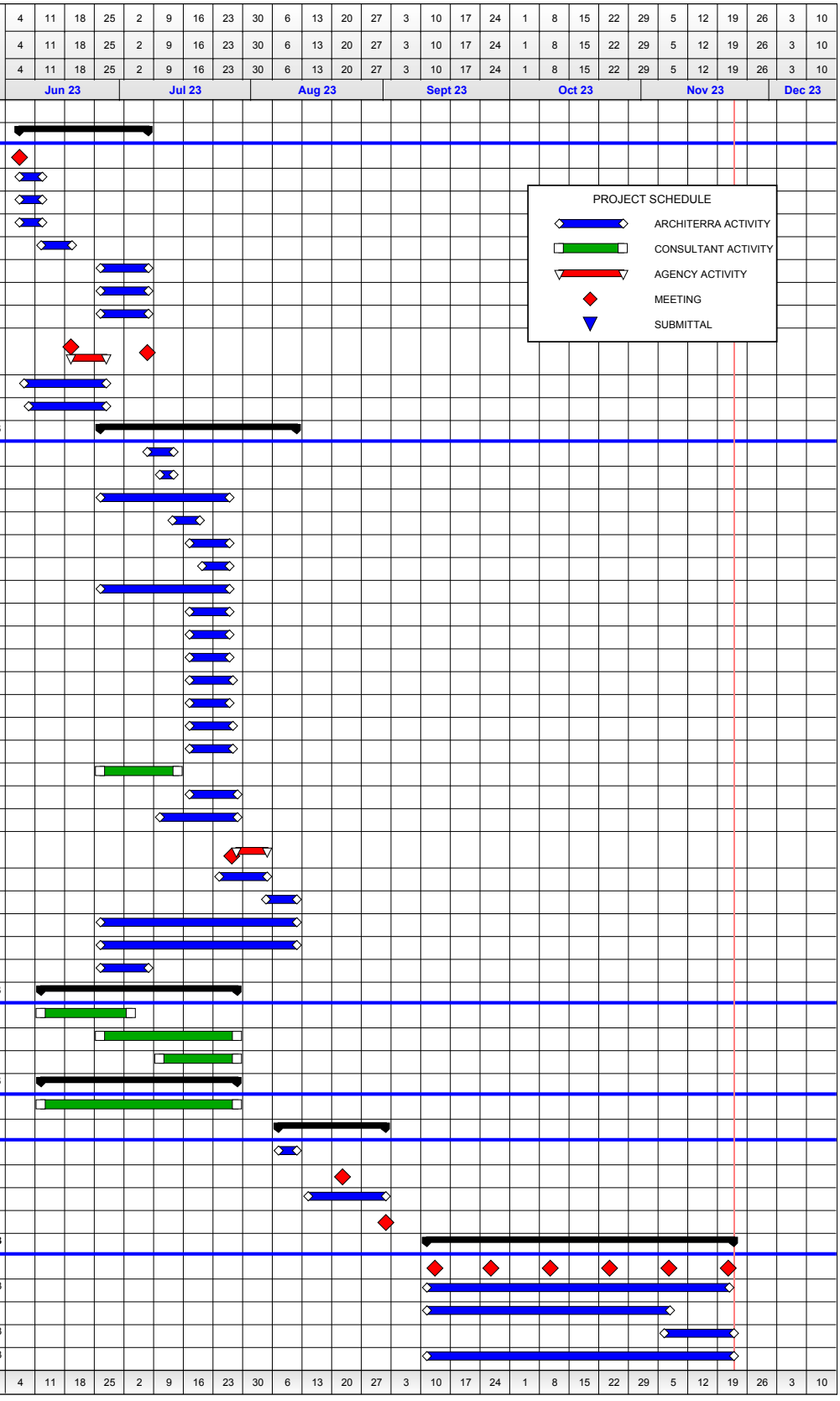
By:_____

Title:_____

Date:_____

PRELIMINARY SCHEDULE OF WORK
20 ARCE PARK
WILDOMAR, CA

	Activity Name	Start Date	Finish Date
1			
2	**CONCEPTUAL DESIGN**	**6/7/23**	**7/7/23**
3	PROJECT KICK OFF MEETING	6/7/23	6/7/23
4	SITE VISIT & FIELD INVENTORY	6/7/23	6/12/23
5	PROGRAM DEVELOPMENT	6/7/23	6/12/23
6	BASE SHEET DEVELOPMENT DESIGN - 1 @ 50 SCALE	6/7/23	6/12/23
7	INFORMAL DESIGN TISSUE PLANS (2)	6/12/23	6/19/23
8	PREPARE CLMP	6/26/23	7/7/23
9	PREPARE IMAGE BOARD	6/26/23	7/7/23
10	PRELIMINARY COST ESTIMATE	6/26/23	7/7/23
11	MEET WITH CLIENT (2 MEETINGS)	6/19/23 7/7/23 6/19/23	6/19/23 7/7/23 6/27/23
12	PROJECT ADMINISTRATION	6/8/23	6/27/23
13	TELEPHONE CONSULTATION	6/9/23	6/27/23
14	**CONSTRUCTION DOCUMENT - PHASE 1**	**6/26/23**	**8/11/23**
15	PROJECT TITLE SHEET	7/7/23	7/13/23
16	CAD BASE SHEETS - 7 @ 20 SCALE	7/10/23	7/13/23
17	GRADING & DRAINAGE PLAN COORDINATION	6/26/23	7/26/23
18	SITE CLEARING PLANS	7/13/23	7/19/23
19	CONSTRUCTION PLANS	7/17/23	7/26/23
20	CONSTRUCTION DETAILS	7/20/23	7/26/23
21	COORDINATION WITH ELECTRICAL ENGINEER	6/26/23	7/26/23
22	IRRIGATION PLANS	7/17/23	7/26/23
23	IRRIGATION DETAILS	7/17/23	7/26/23
24	CONTROLLER CHARTS	7/17/23	7/26/23
25	PLANTING PLANS	7/17/23	7/27/23
26	PLANTING DETAILS	7/17/23	7/26/23
27	SPECIFICATIONS	7/17/23	7/27/23
28	COST ESTIMATE	7/17/23	7/27/23
29	SOILS TESTING	6/26/23	7/14/23
30	MATERIAL SELECTION	7/17/23	7/28/23
31	PACKAGE COORDINATION	7/10/23	7/28/23
32	MEET WITH CLIENT (2)	7/27/23 7/28/23	7/27/23 8/4/23
33	PLAN CHECKING	7/24/23	8/4/23
34	PLAN CHECK CORRECTIONS	8/4/23	8/11/23
35	PROJECT ADMINISTRATION	6/26/23	8/11/23
36	TELEPHONE COORDINATION	6/26/23	8/11/23
37	UTILITY RESEARCH	6/26/23	7/7/23
38	**CIVIL ENGINEERING - PHASE 1**	**6/12/23**	**7/28/23**
39	UTILITY COORDINATION	6/12/23	7/3/23
40	PHASE 1 STREET IMPROVEMENT PLAN - GIERSON	6/26/23	7/28/23
41	PHASE 1 SWPPP AND EROSION CONTROL PLANS	7/10/23	7/28/23
42	**ELECTRICAL ENGINEERING - PHASE 1**	**6/12/23**	**7/28/23**
43	PHASE 1 ELECTRICAL SERVICE AND PLANS	6/12/23	7/28/23
44	**BIDDING & AWARD - PHASE 1**	**8/7/23**	**9/1/23**
45	BID FORM PREPARATION	8/7/23	8/11/23
46	ATTEND PRE-BID MEETING ON SITE	8/22/23	8/22/23
47	RESPOND TO BIDDER RFI	8/14/23	9/1/23
48	REVIEW BIDS	9/1/23	9/1/23
49	**CONSTRUCTION OBSERVATION - PHASE 1**	**9/11/23**	**11/22/23**
50	SITE MEETINGS (6)	9/13/23 9/26/23	9/13/23 9/26/23
51	OBSERVATION REPORTS (6)	9/11/23	11/21/23
52	REVIEW SUBMITTALS & RESPOND TO RFI	9/11/23	11/7/23
53	REVIEW FOR SUBSTANCIAL COMPLETION	11/6/23	11/22/23
54	ADMINISTRATION	9/11/23	11/22/23



AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

ARCHITERRA DESIGN GROUP, Inc.,

a California corporation

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
ARCHITERRA DESIGN GROUP, INC.

This Agreement for Services ("Agreement") is entered into as of this 12th day of July, 2023 by and between the City of Wildomar, a municipal corporation ("City") and Architerra Design Group, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by ***request for proposal*** the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a ***proposal and quote*** for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for ***two (2) years/ twenty-four (24) months*** commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Forty-Three Thousand and Thirty Five dollars ($243,035), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause

Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to an concern the result of Service Provider's provision of service and not the means,

methods, or scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context,

“construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider’s performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such

information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for

which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons

and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment

on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 110 Wildomar, CA 92595
To Service Provider:	Architerra Design Group Attn: Richard Krumwiede 10221-A Trademark St. Rancho Cucamonga, CA 91730

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

ARCHITERRA DESIGN GROUP

By: _____
Richard Krumwiede
Its: President

By: _____
_____
Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ 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 #4814-7282-0706 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ 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 #4814-7282-0706 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

May 19th, 2023

Mr. Jason Farag, PE
Director of Public Works
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, 20-ACRE PASSIVE PARK APN 380-050-025, WILDOMAR, CA

Dear Mr. Farag,

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and The City of Wildomar (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above, the extent of which may be generally described as the preparation of Conceptual Design, Design Development, Construction Documents, Specifications, and Cost Estimate for a new 20-acre passive park.

The 20-acre parcel is bordered by a single large residential property to the east, Palomar Street to the south, the flood control channel, and adjacent Anne Sullivan Preschool to the west, and residential track homes to the north.

The City of Wildomar has explored the option of providing a small parking lot and pedestrian access connection within a ½-acre triangular property off Palomar Street to the southwest of the site. Pedestrian access to the main park from this location would require installation of a new pedestrian bridge to span the existing flood control channel.

Other possible vehicular and pedestrian access points to the main park site are via the residential streets of Gierson Avenue and Billie Ann Road. The Gierson Avenue location seems the most appropriate access since it is closer to the existing grade of the park. It also appears to be designed for a future connection to Como Street to the west. Connecting vehicular and pedestrian access to Billie Ann Road will require more grading to make the transition down to the existing park grades.

ARCHITERRADESIGNGROUP.COM
10221-A TRADEMARK STREET RANCHO CUCAMONGA CA 91730 | PHONE (909)484-2800 FAX (909)484-2802
CA #2834, AZ #29115, NV #446, OR#841, NM, #538

Per our discussions with the City of Wildomar, the park improvements are envisioned to be phased, However, our conceptual design plans will address the ultimate development of the entire property. The result will be a Conceptual Landscape Master Plan for use in preparing construction document packages.

Phase 1 construction documents will include site access off Gierson Street, security fencing, gates, water and electrical services, security lighting at parking area, basic trail system, temporary restroom (porta potties), minor planting, and drip irrigation system.

Phase 2 construction documents will complete the approved park improvements. This may include access off Palomar Street with a parking lot, permanent restroom, and pedestrian bridge to the main park, complete trail system, shade shelters, permanent restroom at Gierson Street parking area, connection to Billie Ann Road, additional parking areas, frisbee golf course, dog park area, exercise stations, picnic tables and benches, drinking fountains, butterfly garden, trees, shrubs and ground cover planting, and complete irrigation system. Construction document packages will include all necessary details, book specifications, and cost estimates.

Our civil engineer, Madole & Associates, will provide the topographic survey and mapping (Optional for Phase 1), grading and drainage plans, a SWPPP and WQMP document if required, based on the final design. They will also provide the legal description and plats for street right-off-way improvements off Palomar Street, Gierson Avenue, and Billie Ann Road.

Our electrical engineer, JCA Engineering, will prepare electrical plans for electrical services to the site, security lighting, restroom lighting and irrigation controller power. Security camera equipment will be by others.

We will visit the site to review, document, and evaluate the existing trees, slopes, potential drainage and safety issues and design opportunities. The services of a certified arborist (Steve F. Andresen) for tree evaluation is included (Optional for Phase 1).

The site currently utilizes recycled water for existing tree irrigation from the Anne Sullivan Preschool property and will be available for continued use for up to 12 months. A separate water service and meter will be required for future irrigation of the existing trees and landscape improvements.

During the design process, we will research and evaluate possible on-site parking areas, prefabricated pedestrian bridge crossing the flood control channel, restroom building locations, and other feasibility and accessibility concerns. We anticipate that a separate construction package for the pedestrian bridge will need to be prepared and submitted for approval by RCFCD.

We have included our proposed schedule to complete the Conceptual Design and Phase 1 construction plans, specifications, and cost estimate, for advertising and award to meet the December 29th, 2023, constriction deadline. The schedule for Phase 2 improvements will be determined later to meet the completion date of June 29, 2026.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

A. Conceptual Design:

1. Project Kick-Off team meeting with Client to introduce the team, discuss the project goals, design direction, and schedules. Obtain all relevant information, plans and documents.
2. Site Visit/Field Inventory to review, document and evaluate existing conditions, opportunities, and constraints.
3. Coordinate the services of a certified arborist to prepare an Existing tree evaluation report. This is listed as an **Optional** service under item **K**.
4. Program Development of potential items to be included in the overall design plan.
5. Base Sheet Development. Based on the topographic survey or site google map images, prepare an overall design base sheet at 1" = 50' scale on 30" x 42" sheet size.
6. Preparation of informal schematic tissue design sketches. Two (2) proposed schematic design solutions of the entire site for review and comment by City will be prepared. Design sketches will also be used to discuss initial construction budgets.
7. Based on the city preferences of the schematic designs, prepare one (1) Conceptual Landscape Master Plan (CLMP). Document will be color rendered with legends of all proposed site elements, features, trees, shrubs.
8. Prepare an image board of typical design feature elements.
9. Preparation of budgetary estimate of probable construction costs based on the CLMP.
10. Client/ design progress review meeting. (Two meetings included)
11. Project Administration (Bi-Weekly Status Report and Project Scheduling).
12. Telephone Consultation.

B. Construction Documents for Phase 1:

1. Title Sheet Preparation.
2. AutoCAD Base Sheet Preparation @ 1" = 20' scale, on (24"x36") sheet format, (7) sheets total. Base sheets will be based on the topographic survey using City standard engineering sheet format and title block.
3. Grading coordination with Civil Engineer for initial grading of site access off Gierson Street and landscape areas. Grading plans by Civil Engineer.
4. Utility coordination with Civil Engineer for initial water service to site off Gierson Street. Utility plans by Civil Engineer.
5. Site Clearing Plan preparation. Basic site clearing of surface material and removal of dead trees and/or trees conflicting with access to the park (1" = 20' scale).

6. Construction Plan Preparation for layout and detailing of site access off Gierson Street, basic trail layout, perimeter security fencing, and temporary restroom (1" = 20' scale).
7. Construction Detail Preparation for new site elements.
8. Coordination with Electrical Engineer for site electrical service and security lighting layout.
9. Planting plans for additional trees.
10. Initial Irrigation Plan Preparation for existing and new tree planting (1" = 20' scale).
11. Initial Irrigation Detail Preparation.
12. Construction, Planting, and Irrigation Specifications. (book form)
13. Preparation of final Cost Estimate.
14. Provide Soils Test and Soils Management Report.
15. Material/Furnishing Selection.
16. Package Coordination.
17. Client Progress Meeting. (Two virtual meetings included)
18. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
19. Agency Plan Check Corrections.
20. Project Administration.
21. Telephone Consultation.

C. Civil Engineering Services for Phase 1 – Madole & Associates:

1. Prepare a topographic survey of existing facilities with contours and spot elevations. The survey will be based on aerial topography supplemented with ground survey data. Prepare final base mapping from survey data. This service is listed as an **Optional** service under item **K**, but may be required to complete Phase 1 construction documents.
2. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary.
3. Prepare a Phase 1 Street Improvement and Grading Plan for a temporary Gierson Avenue Extension and onsite parking area at north entry to park.
4. Prepare Phase 1 SWPPP and erosion control documents, if needed.

D. Electrical Engineering Services for Phase 1 - JCA:

1. Electrical construction documents reflecting new metered service, and new area security lighting.
2. Area lighting photometric illumination drawings, if needed.

3. Exterior title 24 energy calculations, if needed.
4. Construction administration, if needed.

E. Bidding Assistance for Phase 1:

1. Prepare bid schedule with line items for clearing, grading, construction, irrigation, and planting quantity takeoffs and costs.
2. Attend a pre-bid meeting. (1 in person).
3. Respond to bidder's request for information.
4. Review and evaluate completed bid schedules with Client and make recommendations in awarding construction contract.

F. Construction Administration for Phase 1:

1. Attend the pre-construction meeting and job-site meetings over the course of the construction schedule. (6 visits total)
2. Preparation of site review reports for submittal to Client for review, and contractor for correction. (6 reports total)
3. Review/approve submittals and provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City.
4. Review site for contractor's request for substantial completion. Prepare punch list of items for completion and/or correction.
5. Project Administration.

Phase 2 final Construction Documents scope of services may need to be adjusted prior to the start of this phase. Bidding and Construction Administration for Phase 2 will be provided later. It is anticipated that geotechnical and structural engineering services will be needed at that time based on the final approved CLMP. ADG will meet with the city to review and finalize the scope of services and adjust as needed prior to proceeding. This scope of services is based on the assumptions listed in the project overview.

G. Construction Documents for Phase 2:

1. Title Sheet Preparation.
2. AutoCAD Phase 2 Design Development Base Sheet Preparation @ 1" = 20' scale, on (24"x36") sheet format, (7) sheets total.
3. Grading coordination with Civil Engineer for final grading of landscape areas. Final grading plans by Civil Engineer.
4. Construction Plan Preparation for layout and detailing of site access roads and trails, on-site parking areas, prefabricated restrooms, shade shelters, picnic areas, frisbee golf course, drinking fountains, dog park area (1" = 20' scale).

5. Coordinate with prefabrication companies for the restroom buildings and shade structures.
6. Construction Detail Preparation for all new site elements.
7. Coordination with Electrical Engineer for added electrical service and security lighting layout.
8. Final Irrigation Plan Preparation for additional landscaped garden areas (1" = 20' scale).
9. Irrigation Detail Preparation.
10. Planting Plan Preparation including a possible butterfly garden and drought tolerant/native planting areas (1" = 20' scale).
11. Planting Detail Preparation.
12. Construction, Irrigation and Planting Specifications. (book form)
13. Preparation of final Cost Estimate.
14. Provide Soils Test and Soils Management Report.
15. Material/Furnishing Selection.
16. Package Coordination.
17. Client Progress Meeting. (Two virtual meetings included)
18. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
19. Agency Plan Check Corrections.
20. Project Administration.
21. Telephone Consultation.

H. Civil Engineering Services for Phase 2 – Madole & Associates:

1. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary. City to provide aerial topographic information for ½-acre parcel off Palomar Street.
2. Prepare Street Improvement Plans for widening and access to the park from Palomar Street.
3. Prepare a Grading Plan for the parking lot area off Palomar Street using city provided aerial topographic information.
4. Prepare Water and Sewer Utility Service Plans from Palomar Street for restroom building.
5. Prepare possible Gierson Avenue extension street improvement plans.
6. Prepare on-site Grading Plans for passive site improvements and possible on-site roadway connection to Billie Ann Street,
7. Prepare Phase 2 SWPPP, WQMP, and erosion control documents, if needed.

I. Pedestrian Bridge over RCFCD Channel for Phase 2 (Separate Package):

1. Coordinate with a prefabrication company for the development of a flood control channel pedestrian bridge crossing.
2. Prepare Title sheet and site location plans for the new pedestrian bridge using City standard engineering sheet format and title block (24" x 36").
3. Prepare Construction Details and Specifications for the new pedestrian bridge. (Geotechnical and Structural Engineering not included at this time)
4. Coordination with RCFCD for pedestrian bridge crossing at the flood control channel. (Madole).

J. Electrical Engineering Services for Phase 2 - JCA:

1. Electrical Engineering Plans include preparing electrical construction documents reflecting electrical service, parking lot lighting, security lighting and power for restrooms.
2. Area lighting photometric illumination drawings, if needed.
3. Exterior title 24 energy calculations, if needed.
4. Electric car charger electrical engineering, if required.
5. Construction administration, if needed.

K. Optional Services for Phase 1:

1. Research parcel maps and provide Topographic Aerial and Ground Survey at 1' contours to establish project area property lines, channel, and centerline, right of way of surrounding streets (Gierson Avenue, Billie Ann Street) and finish in AutoCAD format for base preparation. (Madole)
2. Provide onsite inspection of existing trees and provide an Arborist Report giving a general overview as to their current health and condition using guidelines set forth by the International Society of Arboriculture and the City of Wildomar. (Steve F. Andresen)

During Project site visits ADG will generally review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

A.	Conceptual Design:	$22,775.00
B.	Construction Documents – Ph. 1-ADG:	$38,200.00
C.	Civil Engineering – Ph. 1 – Madole:	
	• Utility Coordination:	$4,800.00
	• Street Improvement Plan Gierson:	$15,575.00
	• SWPPP & Erosion Control:	$4,550.00
D.	Electrical Engineering CDs – Ph. 1– JCA:	$9,700.00
	• Photometric Plan:	$650.00
	• Exterior Title 24:	$650.00
	• Construction Administration:	$1,000.00
E.	Bidding Assistance – Ph. 1	$1,825.00
F.	Construction Administration – Ph. 1	$6,200.00
Professional Fee for Phase 1 Total:		**$105,925.00**
Estimated Reimbursable Expense Allowance		$2,000.00
Estimated Fee Total:		**$107,925.00**

G.	Construction Documents – Ph. 2-ADG:	$82,800.00
H.	Civil Engineering – Ph. 2 – Madole:	
	• Street Improvement Plan Palomar Street:	$12,175.00
	• Grading Plan Palomar Street:	$13,400.00
	• Water & Sewer Utility Plans Palomar St.:	$10,525.00
	• Street Improvement Plan Gierson:	$8,525.00
	• Grading Plan & Connection Billie Ann:	$34,650.00
	• SWPPP & Erosion Control Plans:	$4,500.00
	• WQMP:	$7,700.00
I.	Pedestrian Bridge – Ph. 2:	$17,125.00
J.	Electrical Engineering CDs – Ph. 2– JCA:	$24,700.00
	• Photometric Plan:	$850.00
	• Exterior Title 24:	$950.00
	• Electric Car Charger:	$1,800.00
	• Construction Administration:	$2,000.00
Professional Fee for Phase 2 Total:		**$221,700.00**
Estimated Reimbursable Expense Allowance		$2,000.00
Estimated Fee Total:		**$223,700.00**

K. Phase 1 Additional Optional Items	
Optional Topographic survey and base mapping:	$18,035.00
Optional Certified Arborist services:	$1,300.00

GENERAL WORK PROGRAM AND TIMETABLE

Architerra Design Group has included a preliminary schedule for completion of this project after receipt of Notice to Proceed. See Preliminary Schedule page. ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG

shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

DESIGN APPROVAL

Mr. Jason Farag is designated as the person responsible for design direction to ADG for this project and has the authority for design approval. In the event that the design, as approved by Mr. Farag is rejected by others, and redesign is required, such redesign shall be compensated as an Additional Service.

DESIGN ALTERNATIVES

ADG will limit the number of design alternatives provided under this contract to two, upon which time the design will be considered complete.

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to five meetings for coordination with Client, and up to 6 site visit/construction observation meetings (Phase 1 only), scheduled approximately as follows:

Pre-construction Meeting	1
Irrigation	1
Planting	1
Approval to Begin Maintenance Period	1
Acceptance to Maintenance Period	1
Punch List Completion	1
Total	**6**

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Existing site engineering and utility base information.
2. Engineering other than that provided within the Scope of Services.
3. Agency processing of completed plans.
4. Arborist's Report if required.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,

Richard Krumwiede
President, CA RLA #2834

Accepted: City of Wildomar

By:_____

Title:_____

Date:_____

PRELIMINARY SCHEDULE OF WORK
20 ARCE PARK
WILDOMAR, CA

	Activity Name	Start Date	Finish Date
1			
2	**CONCEPTUAL DESIGN**	**6/7/23**	**7/7/23**
3	PROJECT KICK OFF MEETING	6/7/23	6/7/23
4	SITE VISIT & FIELD INVENTORY	6/7/23	6/12/23
5	PROGRAM DEVELOPMENT	6/7/23	6/12/23
6	BASE SHEET DEVELOPMENT DESIGN - 1 @ 50 SCALE	6/7/23	6/12/23
7	INFORMAL DESIGN TISSUE PLANS (2)	6/12/23	6/19/23
8	PREPARE CLMP	6/26/23	7/7/23
9	PREPARE IMAGE BOARD	6/26/23	7/7/23
10	PRELIMINARY COST ESTIMATE	6/26/23	7/7/23
11	MEET WITH CLIENT (2 MEETINGS)	6/19/23 7/7/23 6/19/23	6/19/23 7/7/23 6/27/23
12	PROJECT ADMINISTRATION	6/8/23	6/27/23
13	TELEPHONE CONSULTATION	6/9/23	6/27/23
14	**CONSTRUCTION DOCUMENT - PHASE 1**	**6/26/23**	**8/11/23**
15	PROJECT TITLE SHEET	7/7/23	7/13/23
16	CAD BASE SHEETS - 7 @ 20 SCALE	7/10/23	7/13/23
17	GRADING & DRAINAGE PLAN COORDINATION	6/26/23	7/26/23
18	SITE CLEARING PLANS	7/13/23	7/19/23
19	CONSTRUCTION PLANS	7/17/23	7/26/23
20	CONSTRUCTION DETAILS	7/20/23	7/26/23
21	COORDINATION WITH ELECTRICAL ENGINEER	6/26/23	7/26/23
22	IRRIGATION PLANS	7/17/23	7/26/23
23	IRRIGATION DETAILS	7/17/23	7/26/23
24	CONTROLLER CHARTS	7/17/23	7/26/23
25	PLANTING PLANS	7/17/23	7/27/23
26	PLANTING DETAILS	7/17/23	7/26/23
27	SPECIFICATIONS	7/17/23	7/27/23
28	COST ESTIMATE	7/17/23	7/27/23
29	SOILS TESTING	6/26/23	7/14/23
30	MATERIAL SELECTION	7/17/23	7/28/23
31	PACKAGE COORDINATION	7/10/23	7/28/23
32	MEET WITH CLIENT (2)	7/27/23 7/28/23	7/27/23 8/4/23
33	PLAN CHECKING	7/24/23	8/4/23
34	PLAN CHECK CORRECTIONS	8/4/23	8/11/23
35	PROJECT ADMINISTRATION	6/26/23	8/11/23
36	TELEPHONE COORDINATION	6/26/23	8/11/23
37	UTILITY RESEARCH	6/26/23	7/7/23
38	**CIVIL ENGINEERING - PHASE 1**	**6/12/23**	**7/28/23**
39	UTILITY COORDINATION	6/12/23	7/3/23
40	PHASE 1 STREET IMPROVEMENT PLAN - GIERSON	6/26/23	7/28/23
41	PHASE 1 SWPPP AND EROSION CONTROL PLANS	7/10/23	7/28/23
42	**ELECTRICAL ENGINEERING - PHASE 1**	**6/12/23**	**7/28/23**
43	PHASE 1 ELECTRICAL SERVICE AND PLANS	6/12/23	7/28/23
44	**BIDDING & AWARD - PHASE 1**	**8/7/23**	**9/1/23**
45	BID FORM PREPARATION	8/7/23	8/11/23
46	ATTEND PRE-BID MEETING ON SITE	8/22/23	8/22/23
47	RESPOND TO BIDDER RFI	8/14/23	9/1/23
48	REVIEW BIDS	9/1/23	9/1/23
49	**CONSTRUCTION OBSERVATION - PHASE 1**	**9/11/23**	**11/22/23**
50	SITE MEETINGS (6)	9/13/23 9/26/23	9/13/23 9/26/23
51	OBSERVATION REPORTS (6)	9/11/23	11/21/23
52	REVIEW SUBMITTALS & RESPOND TO RFI	9/11/23	11/7/23
53	REVIEW FOR SUBSTANCIAL COMPLETION	11/6/23	11/22/23
54	ADMINISTRATION	9/11/23	11/22/23

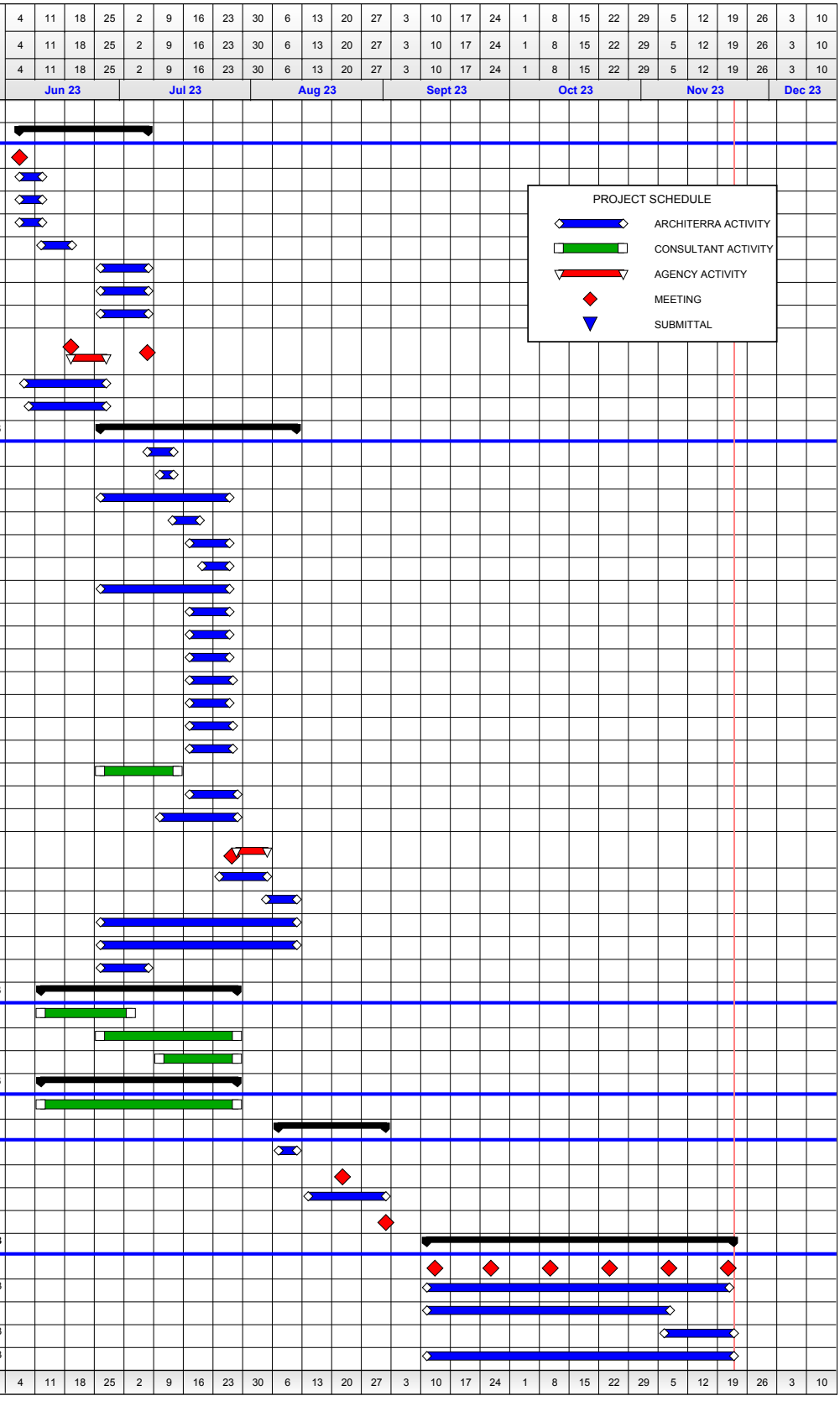


EXHIBIT "B"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. Per the “Scope of Services”

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The rate for any subcontractor shall be per the “Scope of Services”.

IV. The total compensation for the Services shall not exceed $245,035, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

Exhibit C

Insurance Requirements

Service Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(Not required if Service Provider provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: July 12, 2023

SUBJECT: Zoning Ordinance No. 2023-03 (ADU Update)

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
1. Determine that Zoning Ordinance Amendment No. 2023-03 meets the findings for an CEQA Exemption pursuant to California Public resources Code Section 21080.17; and

2. Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNICL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CEQA EXEMPTION PURSUANT TO CALIFORNIA PUBLIC RESOURCE CODE SECTION 21080.17 AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-03 AMENDING CHAPTER 17.204 OF THE WILDOMAR MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS

SUMMARY:
Zoning Ordinance Amendment No. 2023-03 is a proposal to amend Chapter 17.204 of the Wildomar Municipal Code regarding Accessory Dwelling Units (“ADUs”) to address recent state law changes. The Planning Commission reviewed Zoning Ordinance Amendment No. 2023-03 at its June 7, 2023 meeting, and there were no speakers for or against the proposed code amendment. After Commission deliberation, the Commission voted 5 - 0 to adopt PC Resolution No. 2023-15 recommending City Council approval of Zoning Ordinance Amendment No. 2023-03.

DISCUSSION:
New state legislation intended to increase production of accessory dwelling units necessitates the City to update its zoning regulations. Assembly Bill (AB) 2221 and Senate Bill (SB) 897, which both took effect on January 1, 2023, include numerous changes to the state ADU laws. Copies of both AB 2221 and SB 897 are attached hereto as Attachment B & C. The changes

proposed by the new state laws include an increase to the maximum building height limit and a number of technical changes intended to make ADU's easier to build.

Types of Accessory Dwelling Units Allowed:

The City allows for two different types of ADU's: Standard ADU's and Junior ADU's. An ADU is defined as an attached or a detached residential unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residential unit. JADU's are units with no more than 500 square feet and contained entirely within the structure of an existing or proposed single residential unit. ADU's are allowed in any zone that allows residential use on a lot developed or proposed to be developed with one or more residential unit(s). Since January 2020, the City has received a total of 23 ADU applications. Of these, 12 ADU's are in the building permit review process phase, 7 ADU's are currently under construction, 4 ADU's have received a certificate of occupancy, and 0 ADU's have been denied, expired, or withdrawn.

Proposed Code Amendment:

As mentioned above, AB 2221 and SB 897 places further limits on a local jurisdiction's ability to regulate ADU's and JADU's. The recommended revisions to Chapter 17.204 would ensure consistency with the following new requirements being imposed:

- City May only impose objective standards on all ADU's.

- The maximum height limitations will vary depending on the type of ADU:
  - A detached ADU that is on a lot with a single family or multifamily dwelling may be up to 18 feet in height by right, and the ADU may be up to two feet taller (for a maximum of 20 feet) if necessary to match the rood pitch of the ADU to that of the main house.
  - If a detached ADU is on a lot with an existing or proposed multistory multifamily dwelling, the ADU may be up to 18 feet in height.
  - An attached ADU may now be up to 25 feet high or as high as allowed for a primary dwelling under the underlying zone, whichever is lower.

- An ADU up to 800 square feet can be constructed in the street yard setback if it is determined by the City that an 800 square foot ADU cannot be constructed anywhere else on the property and outside of the 4 foot side and rear setbacks.

- Construction of an ADU is prohibited from triggering a requirement that fire sprinklers be installed in any existing primary dwelling.

- If the City denies an ADU application, the City must notify the applicant in writing and provide a full set of comments with a list of items that are defective or deficient and a description of how the application can be remedied, within 60 days of receiving a complete

application.

- ADU's can be sold separately if the following conditions are met:
  - The property was built or developed by a qualified nonprofit corporation. A "qualified nonprofit corporation" is a nonprofit corporation organized pursuant to Internal Revenue Code section 501(c)(3) that has received a welfare exemption under Revenue and Taxation Code (RTC) section 214.15 for properties intended to be sold to low-income families who participate in a special no-interest loan program.
  - There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in RTC section 402.1(a)(10). A "qualified buyer" means persons and families of low or moderate income, as defined by Health and Safety Code section 50093.
  - The property is held pursuant to a recorded tenancy in common agreement.

City staff, with the assistance of the City Attorney's Office has drafted recommended revisions to Chapter 17.204 Wildomar Municipal Code. The recommended revisions are provided in strikethrough format in Attachment A, Exhibit 1.

Findings of Fact – ZOA NO. 2023-03:

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the following finding is presented to City Council for consideration in support of the Zoning Ordinance Amendment No. 2023-03.

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

Evidence. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment addresses recent state law changes that better facilitate the development of Accessory Dwelling Units in Residential zones. The changes proposed by the new state laws include an increase to the maximum building height limit and a number of technical changes intended to make ADU's easier to build. Further, the proposed revision to the Zoning Ordinance is consistent with and, will further the goals and policies of General Plan Housing Element by providing greater opportunity for ADU's to be constructed.

Public Noticing:

In accordance with California Government Code, Section 65800, et seq. and Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department, on June 30, 2023, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council hearing set for July 12, 2023 regarding Zoning Ordinance Amendment No. 2023-03.

FISCAL IMPACT:

None.

ATTACHMENTS:

Attach A - Council Ordinance for ZOA 2023-03.pdf
Attach B - AB 2221 Bill Text - ADUs.pdf
Attach C - SB 897 Bill Text ADUs-JADUs.pdf

ATTACHMENT A

Draft City Council Ordinance
for ZOA No. 2023-03

DRAFT ORDINANCE NO. ____

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.

WHEREAS, California state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADU") and junior accessory dwelling units ("JADU"); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that has amended Government Code Sections 65852.2 and 65852.22 to impose limits on local authority to regulate ADU's and JADU's; and

WHEREAS, Senate Bill 897 (SB 897) and Assembly Bill (AB 2221) were signed by the Governor on September 28, 2022, and became effective January 1, 2023 imposing additional regulations for ADU's and JADU's; and

WHEREAS, in accordance with Section 17.280 of the Wildomar Municipal Code, the City Council, upon recommendation from the Planning Commission, as the authority to take action on Zoning Ordinance Amendment No. 2023-03; and

WHEREAS, in accordance with the Wildomar Municipal Code, the Planning Department on June 30, 2023 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of a public hearing before the City Council scheduled for July 12, 2023 to consider Zoning Ordinance Amendment No. 2023-03; and

WHEREAS, in accordance with California Government Code, Section 65800, et seq.) and Chapter 17.04.050 of the Wildomar Municipal Code, the City Council conducted the duly noticed public hearing on July 12, 2023 to consider Zoning Ordinance Amendment No. 2023-03, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed code amendment, and at which time the Planning Commission received public testimony and has made a recommendation to the City Council regarding said amendment.

THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. ENVIRONMENTAL DETERMINATION.

Under California Public Resources Code Section 21080.17, the California Environmental Quality Act (CEQA) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.2 and 65852.22 of the Government Code, which is the State Accessory Dwelling Unit law. Therefore, the City Council hereby finds that approval of Zoning Ordinance Amendment No. 2023-03 does not require CEQA review.

SECTION 2. REQUIRED ZOA FINDING.

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council hereby makes the following finding in support of approving Zoning Ordinance Amendment No. 2023-03.

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

Evidence: The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance in that the proposed amendment establishes revised procedural requirements for permitting Accessory Dwelling Units (ADU's) in residential zones in compliance with Sections 65852.2 and 65852.22 of the Government Code. ADU's are defined as a single family residential use which is allowed in residential zones and will comply with the development standards set forth herein. Further, construction of an ADU will meet many of the goals and polices of the Housing Element as it provides for affordable rental housing alternatives, and will not impact the public health, safety and general welfare of the residents of Wildomar.

SECTION 3. AMENDMENT TO THE WILDOMAR MUNICIPAL CODE

Chapter 17.204 of the Wildomar Municipal Code is amended in its entirety to read as shown on Exhibit "1" attached hereto.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

SECTION 6. **CITY CLERK ACTION**

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

INTRODUCED AND APPROVED FOR FIRST READING this 12th, day of July, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT 1

(*redline italic version reflects changes to code sections*)

Chapter 17.204 ACCESSORY DWELLING UNITS

17.204.010 Applicability.

Accessory dwelling units (as defined by Government Code Section 65852.2), including junior accessory dwelling units (as defined by Government Code Section 65852.22), shall be a permitted use on all lots in single-family and multifamily residential zones, provided the accessory dwelling unit complies with the development standards of this chapter. Accessory dwelling units shall be constructed in compliance with the City's single-family and multi-family residential objective design standards and guidelines. Accessory dwelling units may be attached to, or located within a proposed or existing primary dwelling, including attached garages, storage areas or similar uses, *or the conversion of an existing accessory structure that is detached from the proposed or existing primary dwelling,* (referred to herein as an "attached" accessory dwelling unit) or may be detached from the proposed or existing primary dwelling (referred to herein as a "detached" accessory dwelling unit). Accessory dwelling units must be on the same lot as the proposed or existing primary dwelling.

17.204.020 ~~Building~~ *P*ermit*s* required for construction.

A. An accessory dwelling unit shall be constructed without first obtaining a building permit from the building official.

B. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the application for the accessory dwelling unit and issued at the same time.

17.204.030 Application.

An application for an accessory dwelling unit permit shall be made in writing to the Building Official on forms provided by the Building Department, and shall be accompanied by a minor plot plan and filing fee as set forth in Chapter 3.44 of the Wildomar Municipal Code. The Building Official shall distribute the application and plot plan to the Planning and Engineering departments for review. The plot plan shall include the following information:

A. Name and address of the applicant and the name and address of the property owner, if different. If a junior accessory dwelling unit is proposed, evidence that the premises upon which the accessory dwelling unit is proposed is owner-occupied shall also be provided.

B. Assessor's parcel number of premises upon which the accessory dwelling unit is proposed.

C. Sufficient detail clearly describing the following:

1. Physical dimensions of property;
2. Location and dimensions of all existing and proposed structures;
3. Location and dimensions of all easements, wells, septic tanks, leach lines, existing seepage pits, drainage structures and utilities;
4. Location, dimensions and names of all clear adjacent roads, whether public or private, showing the location of the street centerline and all existing improvements such as sidewalks, curbs, gutters and curb cuts;
5. Setbacks from all property lines;
6. Methods of circulation, including ingress and egress, access, yards, drives, parking areas, landscaping, walls or fences; and
7. Topography of the property.

D. A description of walls, landscaping, architectural treatments and other methods which will be used to ensure that the accessory dwelling unit will be compatible with the neighborhood.

E. A written statement as to whether the accessory dwelling unit shall be used for family members or for rental purposes.

F. Such additional information as shall be required by the Building Official to make an appropriate determination regarding issuance or denial of the application.

17.204.040 Development standards for accessory dwelling units.

Except as provided in Section 17.204.060, accessory dwelling units must comply with the following development standards:

A. An accessory dwelling unit shall only be permitted in residential zones and on a lot with an existing or proposed single-family *or multifamily* residence, and comply with the following setback standards:

1. A minimum distance of 10 feet shall be maintained between an accessory dwelling unit and any other structure on the lot.

2. The following minimum setbacks shall be met for lots two acres or smaller:

   a. The minimum front yard setback shall be 20 feet.
   b. The minimum side yard setback shall be four (4) feet.
   c. The minimum rear yard setback shall be four (4) feet.
   d. The maximum building height shall be 25 feet.

3. The following minimum setbacks shall be met for lots two acres or greater:

   a. The minimum front yard setback shall be 20 feet.

   b. The minimum side yard setback shall be four (4) feet.

   c. The minimum rear yard setback shall be four (4) feet.

   d. The maximum building height shall be 25 feet.

4. An existing garage or other accessory structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit is not subject to these setback requirements. This shall also apply when the existing accessory structure is demolished an accessory dwelling unit is constructed in the same location and to the same dimensions as the demolished structure.

5. *An accessory dwelling unit up to 800 square feet may be constructed in the street yard setback if it is determined by the Building Official that an 800 square foot accessory dwelling unit cannot be constructed anywhere else on the property and outside of the 4 foot side and rear setbacks.*

B. The size of a detached accessory dwelling unit shall be a maximum of 1,200 square feet in size.

C. Where an attached accessory dwelling unit is proposed for an existing primary dwelling unit, the total floor area of the attached accessory dwelling unit shall not exceed 50% of the existing primary dwelling.

D. An accessory dwelling unit shall comply with the following parking standards regardless of the zone district:

1. One off-street parking space per accessory dwelling unit or per bedroom, whichever is less, shall be provided in addition to any existing off-street parking.

2. The parking space may match the existing parking surface of the principal dwelling unit.

3. Off-street parking shall be provided in front of the accessory dwelling unit which may be in the rear yard setback area and/or through tandem parking, unless parking in these areas is not feasible based upon specific site, topographical or fire safety conditions.

4. If a garage or covered carport is demolished in conjunction with the construction of an accessory dwelling unit, or is converted to an accessory dwelling unit, no replacement off-street parking is required to be provided for those spaces.

5. The parking standards in subsections (D)(1) through (4) above shall not apply in any of the following instances:

   a. The accessory dwelling unit is located within one-half mile of public transit;

b. The accessory dwelling unit is located within a State or locally designated historic district;

c. The accessory dwelling unit is part of the proposed or existing primary residence or an existing accessory structure;

d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or

e. When there is a "car-share vehicle" located within one block of the accessory dwelling unit.

E. The proposed accessory dwelling unit shall be subject to the City's development impact fees for single-family residential units if it is 750 square feet or larger. However, development impact fees for accessory dwelling units that are 750 square feet or larger shall be charged proportionately in relation to the square footage of the primary dwelling unit.

F. Construction of an accessory dwelling unit shall not require that fire sprinklers be installed in any existing primary dwelling.

G. The architectural design of the accessory dwelling unit shall match the design of the primary dwelling unit, including building materials, color and roofing material.

H. The accessory dwelling unit may be rented separate from the primary residence.~~, but shall not be sold or otherwise conveyed as a separate unit from the primary residence~~ *Except as otherwise provided in Government Code Section 65852.26, no ADU may be sold or otherwise conveyed separately from the primary residence.*

I. The lot on which an accessory dwelling unit is located shall have an existing or proposed one-family detached dwelling unit on the premises.

J. An attached accessory dwelling unit shall have an independent exterior access separate from the primary dwelling unit, and cannot be accessed from the interior of the primary dwelling unit.

K. A detached accessory dwelling unit may be located in front of the primary dwelling unit if it is compatible with the neighborhood, provided it maintains a minimum front setback of 20 feet, and only where the placement of the accessory dwelling unit at the rear or side portion of the lot would be impractical due to the location of the of the primary dwelling unit or topography of the site.

L. Any accessory dwelling unit placed more than 150 feet from a public right-of-way shall be required to provide "all-weather access" for emergency vehicles as required by the Riverside County Fire Department.

M. An accessory dwelling unit shall comply with the health requirements for water and sewerage as required by the appropriate agency. An applicant shall also be required to provide verification from the appropriate water and sewerage district that their requirements have been complied with prior to the issuance of building permits.

N. An applicant for an accessory dwelling unit shall be required to provide a will-serve letter from the applicable water agency stating that the appropriate water and sewerage availability and capacity exists for the unit.

17.204.050 Supplemental development standards for junior accessory dwelling units.

Junior accessory dwelling units must comply with the following standards in addition to the standards in Section 17.204.040. To the extent there is any conflict between the standards in Section 17.204.040 and the standards in this section, this section shall take precedence.

A. One junior accessory dwelling unit may be permitted per lot not to exceed 500 square feet in size. The lot must be zoned for single-family residences and a single-family residence must exist or be proposed for the lot.

B. A lot with a junior accessory dwelling unit must be owner-occupied. The owner may live in either the junior accessory dwelling unit or the primary residence. This requirement shall not apply if the owner is another governmental agency, a land trust, or a housing corporation.

C. A deed restriction that runs with the land must be recorded and a copy filed with the City that includes a prohibition on the sale of the junior accessory dwelling unit separate from the sale of the primary residence, that this prohibition may be enforced against future purchasers, and that restricts the size of the junior accessory dwelling unit to no more than 500 square feet.

D. A junior accessory dwelling unit must be constructed within the walls of a proposed or existing single-family residence.

E. A junior accessory dwelling unit must have an independent exterior access separate from the main entrance to the proposed or existing primary dwelling unit, and cannot be accessed from the interior of the primary dwelling unit.

F. A junior accessory dwelling unit shall include an efficiency kitchen that includes cooking facilities with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

G. The provision of additional off-street parking is not required for a junior accessory dwelling unit.

17.204.060 Exceptions.

The City shall ministerially approve an application for a building permit for an accessory dwelling unit that meets any of the following criteria outlined below without requiring an accessory dwelling unit permit or applying the standards contained in Section 17.204.040.

A. One accessory dwelling unit or junior accessory dwelling unit per lot that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or existing accessory structure if the following standards are met:

1. For units proposed with an existing dwelling or accessory structure, there is no expansion of the physical dimensions of the existing structure, except that an expansion of up to 150 square feet may be included solely for the purpose of accommodating ingress and egress.
2. The accessory dwelling unit has independent exterior access.
3. The side and rear setbacks are sufficient for fire and safety.
4. For junior accessory dwelling units, it complies with the requirements of Section 17.204.050.

B. One detached new construction accessory dwelling unit per lot with a proposed or existing single-family dwelling if the following standards are met:

1. The side and rear setbacks are at least four feet.
2. The total square footage of the accessory dwelling unit is no more than 800 square feet.
3. The height of the unit is no more than 16 feet *if the primary dwelling is less than 16 feet high.*
4. *The unit on a lot within ½ mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Public Resources Code Section 21155, may be up to 18 feet high. An additional 2 feet in height shall also be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.*
5. *The unit shall not exceed the height limitation that applies to the primary dwelling unit or 25 feet, whichever is lower. This clause shall not be construed to permit an attached accessory dwelling unit to exceed two stories.*
6. The existing or proposed single-family dwelling on the lot may contain a junior accessory dwelling unit that complies with subsection A of this section, but it may not contain an accessory dwelling unit that does not qualify as a junior accessory dwelling unit.

C. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings, provided that the total number of accessory dwelling units permitted by this subsection does not exceed 25% of the existing multi-family dwelling units.

D. Two detached accessory dwelling units that are located on a lot that has an existing *or proposed* multifamily dwelling, provided that the units are no higher than 16 feet and meet a four-foot rear and side yard setback.

17.204.070 Prohibited areas.

An accessory dwelling unit shall not be permitted in those areas of the City which have significant problems with regard to water availability or water quality, sewage disposal or other public health or safety concerns. The prohibited areas include, but are not limited

to, those areas where a development moratorium has been imposed, including a moratorium for water or sewer, whether imposed by the City or another public agency with the authority to impose a development moratorium.

17.204.080 Notice of decision.

A. Upon acceptance of an accessory dwelling unit application for a lot where there is an existing *or proposed* single-family or multifamily dwelling, the Building Official shall review, approve an application, and issue a building permit for an accessory dwelling unit within 60 days after receiving a complete application provided all applicable requirements of this chapter have been met.

B. The Building Official may deny the application for an accessory dwelling unit at the end of 60 days if the applicant has not met the requirements of this chapter. *If the Building Official denies an application for an accessory dwelling unit permit the Building Official shall provide a full set of comments to the applicant with a list of deficiencies and a description of how they can be remedied.*

C. An application for an accessory dwelling unit permit and/or a building permit for an accessory dwelling unit where there is no existing single-family dwelling shall be approved or denied concurrently with the permit application to create the new single-family dwelling.

17.204.110 Exception.

Pursuant to the authority provided by Section 65852.21(f) of the Government Code, notwithstanding any other provision in this chapter, no accessory dwelling unit or junior accessory dwelling unit shall be permitted on any lot in a single-family zoning district if: (1) an urban lot split has been approved for the lot pursuant to Chapter 16.72 herein; and (2) a two unit development has been approved for construction on the lot pursuant to Chapter 17.320 herein.

AB-2221 Accessory dwelling units. (2021-2022)

SHARE THIS:

Date Published: 09/29/2022 02:00 PM

Assembly Bill No. 2221

CHAPTER 650

An act to repeal and amend Section 65852.2 of the Government Code, relating to land use.

[Approved by Governor September 28, 2022. Filed with Secretary of State September 28, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2221, Quirk-Silva. Accessory dwelling units.

The Planning and Zoning Law, among other things, provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law requires a local ordinance to require an accessory dwelling unit to be either attached to, or located within, the proposed or existing primary dwelling, as specified, or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

This bill would specify that an accessory dwelling unit that is detached from the proposed or existing primary dwelling may include a detached garage.

Existing law requires a permitting agency to act on an application to create an accessory dwelling unit or a junior accessory dwelling unit within specified timeframes.

This bill would require a permitting agency to approve or deny an application to serve an accessory dwelling unit or a junior accessory dwelling unit within the same timeframes. If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit, the bill would require a permitting agency to return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant within the same timeframes. The bill would define "permitting agency" for its purposes.

Existing law authorizes a local agency to establish minimum and maximum unit size requirements for attached and detached accessory dwelling units, subject to certain exceptions, including that a local agency is prohibited from establishing limits on lot coverage, floor area ratio, open space, and minimum lot size, that do not permit the construction of at least an 800 square foot accessory dwelling unit, as specified.

This bill would additionally prohibit a local agency from establishing limits on front setbacks, as described above.

This bill would incorporate additional changes to Section 65852.2 of the Government Code proposed by SB 897 to be operative only if this bill and SB 897 are enacted and this bill is enacted last.

By imposing additional duties on local governments in the administration of the development of accessory dwelling units, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.
Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65852.2 of the Government Code, as amended by Section 1 of Chapter 343 of the Statutes of 2021, is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) Except as provided in Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) (A) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall approve or deny an application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create or serve a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create or serve the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation or service of an accessory dwelling unit.

(B) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to subparagraph (A), the permitting agency shall, within the time period described in subparagraph (A), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(7) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(8) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, except that, subject to subparagraphs (B) and (C), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant.

(B) (i) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit before January 1, 2025.

(ii) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit that was permitted between January 1, 2020, and January 1, 2025.

(C) Notwithstanding subparagraphs (A) and (B), a local agency may require that an accessory dwelling unit be used for rentals of terms longer than 30 days.

(b) (1) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create or serve an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall either approve or deny the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create or serve the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(2) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to paragraph (1), the permitting agency shall, within the time period described in subparagraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory

dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When onstreet parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency may require owner-occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (8) of subdivision (a).

(5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section shall supersede a conflicting local ordinance. This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(7) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(8) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(9) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(11) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2),

a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

SEC. 1.5. Section 65852.2 of the Government Code, as amended by Section 1 of Chapter 343 of the Statutes of 2021, is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose objective standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) Except as provided in Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official or enforcement agency of the local agency makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit

could have a specific, adverse impact on public health and safety. Nothing in this clause shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) (A) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall either approve or deny the application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(B) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to subparagraph (A), the permitting agency shall, within the time period described in subparagraph (A), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(4) The ordinance shall require that a demolition permit for a detached garage that is to be replaced with an accessory dwelling unit be reviewed with the application for the accessory dwelling unit and issued at the same time.

(5) The ordinance shall not require, and the applicant shall not be otherwise required, to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district.

(6) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary

processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(7) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(8) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, except that, subject to subparagraphs (B) and (C), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant.

(B) (i) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit before January 1, 2025.

(ii) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit that was permitted between January 1, 2020, and January 1, 2025.

(C) Notwithstanding subparagraphs (A) and (B), a local agency may require that an accessory dwelling unit be used for rentals of terms longer than 30 days.

(9) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(10) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) (1) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create or serve an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall either approve or deny the application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create or serve a new single-family or multi-family dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create or serve the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(2) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to paragraph (1), the permitting agency shall, within the time period described in subparagraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any requirement for a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(D) Any height limitation that does not allow at least the following, as applicable:

(i) A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit.

(ii) A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

(iii) A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.

(iv) A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require a local agency to allow an accessory dwelling unit to exceed two stories.

(d) Notwithstanding any other law, and whether or not the local agency has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), all of the following shall apply:

(1) The local agency shall not impose any parking standards for an accessory dwelling unit in any of the following instances:

(A) Where the accessory dwelling unit is located within one-half mile walking distance of public transit.

(B) Where the accessory dwelling unit is located within an architecturally and historically significant historic district.

(C) Where the accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(D) When onstreet parking permits are required but not offered to the occupant of the accessory dwelling unit.

(E) When there is a car share vehicle located within one block of the accessory dwelling unit.

(F) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this paragraph.

(2) The local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation as provided in clause (i), (ii), or (iii) as applicable, of subparagraph (D) of paragraph (2) of subdivision (c).

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) (i) Not more than two accessory dwelling units that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limitation in clause (i), (ii), or (iii), as applicable, of subparagraph (D) of paragraph (2) of subdivision (c) and rear yard and side setbacks of no more than four feet.

(ii) If the existing multifamily dwelling has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this subparagraph.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(4) A local agency may require owner-occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (8) of subdivision (a).

(5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose objective standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section shall supersede a conflicting local ordinance. This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(7) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(10) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(11) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(12) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2), a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

SEC. 2. Section 65852.2 of the Government Code, as amended by Section 2 of Chapter 343 of the Statutes of 2021, is repealed.

SEC. 3. Section 1.5 of this bill incorporates amendments to Section 65852.2 of the Government Code proposed by both this bill and Senate Bill 897. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2023, (2) each bill amends Section 65852.2 of the Government Code, and (3) this bill is enacted after Senate Bill 897, in which case Section 1 of this bill shall not become operative.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SB-897 Accessory dwelling units: junior accessory dwelling units. (2021-2022)

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Date Published: 09/29/2022 02:00 PM

Senate Bill No. 897

CHAPTER 664

An act to amend Section 65852.22 of, to add Section 65852.23 to, and to repeal and amend Section 65852.2 of, the Government Code, and to amend Section 17980.12 of the Health and Safety Code, relating to land use.

[Approved by Governor September 28, 2022. Filed with Secretary of State September 28, 2022.]

LEGISLATIVE COUNSEL'S DIGEST

SB 897, Wieckowski. Accessory dwelling units: junior accessory dwelling units.

(1) Existing law, the Planning and Zoning Law, authorizes a local agency, by ordinance or ministerial approval, to provide for the creation of accessory dwelling units in areas zoned for residential use, as specified. Existing law authorizes a local agency to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, and maximum size of a unit.

This bill would require that the standards imposed on accessory dwelling units be objective. For purposes of this requirement, the bill would define "objective standard" as a standard that involves no personal or subjective judgment by a public official and is uniformly verifiable, as specified. The bill would also prohibit a local agency from denying an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

This bill would require a local agency to review and issue a demolition permit for a detached garage that is to be replaced by an accessory dwelling unit at the same time as it reviews and issues the permit for the accessory dwelling unit. The bill would prohibit an applicant from being required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced by an accessory dwelling unit, as specified.

Existing law provides that an accessory dwelling unit may either be an attached or detached residential dwelling unit, and prescribes the minimum and maximum unit size requirements, height limitations, and setback requirements that a local agency may establish, including a 16-foot height limitation and a 4-foot side and rear setback requirement.

This bill would increase the maximum height limitation that may be imposed by a local agency on an accessory dwelling unit to 18 feet if the accessory dwelling unit is within $^{1}/_{2}$ mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined, or if the accessory dwelling unit is detached and on a lot that has an existing multifamily, multistory dwelling, as specified. The bill would increase the maximum

height limitation that may be imposed by a local agency on an accessory dwelling unit to 25 feet if the accessory dwelling unit is attached to a primary dwelling, except as specified.

Existing law requires an ordinance that provides for the creation of an accessory dwelling unit to require accessory dwelling units to comply with local building code requirements that apply to detached dwellings, as appropriate. Existing law also prohibits an ordinance from requiring an accessory dwelling unit to provide fire sprinklers if they are not required for the primary residence.

This bill would provide that the construction of an accessory dwelling unit does not constitute a Group R occupancy change under the local building code, except as specified. The bill would prohibit the construction of an accessory dwelling unit from triggering a requirement that fire sprinklers be installed in the existing primary dwelling.

Existing law provides that a local agency must ministerially approve an application for a building permit within a residential or mixed-use zone to create not more than 2 accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limitation of 16 feet and a 4-foot side and rear setback requirement.

This bill would change the height limitation applicable to an accessory dwelling unit subject to ministerial approval to 18 feet if the accessory dwelling unit is within $^{1}/_{2}$ mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined, or if the accessory dwelling unit is detached and on a lot that has an existing multifamily, multistory dwelling, as specified. The bill would change the height limitation applicable to an accessory dwelling unit subject to ministerial approval to 25 feet if the accessory dwelling unit is attached to a primary dwelling, except as specified. The bill, if the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet, would prohibit a local agency from requiring any modification to the existing multifamily dwelling to satisfy these requirements. The bill would prohibit a local agency from rejecting an application for an accessory dwelling unit because the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet.

Existing law prohibits a local agency from imposing parking standards on certain accessory dwelling units, including those that are located within $^{1}/_{2}$-mile walking distance of public transit.

This bill would also prohibit a local agency from imposing any parking standards on an accessory dwelling unit that is included in an application to create a new single-family dwelling unit or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit meets other specified requirements.

Existing law, when a local agency has not adopted an ordinance governing accessory dwelling units, requires a permitting agency to act on an application to create an accessory dwelling unit or a junior accessory dwelling unit within specified timeframes.

This bill would require a permitting agency to return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant, if the permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit.

(2) Existing law also provides for the creation of junior accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law requires an ordinance that provides for the creation of a junior accessory dwelling unit to, among other things, (A) require that the unit be constructed within the walls of the proposed or existing single-family residence, (B) require that the unit include a separate entrance from the main entrance to the proposed or existing single-family residence, and (C) require owner-occupancy in the single-family residence in which the junior accessory dwelling unit is permitted.

This bill would specify that enclosed uses within the proposed or existing single-family residence, such as attached garages, are considered a part of the proposed or existing single-family residence. The bill would require a junior accessory dwelling unit that does not include a separate bathroom to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. The bill would also prohibit a local agency from denying an application for a permit to create a junior accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the junior accessory dwelling unit.

(3) Existing law requires a local agency, in enforcing building standards applicable to accessory dwelling units, to delay enforcement for up to 5 years upon the owner submitting an application requesting the delay on the basis that correcting the violation is not necessary to protect health and safety.

This bill would prohibit a local agency from denying a permit for an unpermitted accessory dwelling unit that was constructed before January 1, 2018, because, among other things, the unit is in violation of building standards or state or local standards applicable to accessory dwelling units, unless the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure. This bill would specify that this prohibition does not apply to a building that is deemed substandard under specified provisions of law.

(4) Existing law requires the Department of Housing and Community Development to administer various programs intended to promote the development of housing, including the Multifamily Housing Program, pursuant to which the department provides financial assistance in the form of deferred payment loans to pay for the eligible costs of development for specified activities.

This bill would state the intent of the Legislature that accessory dwelling unit grant programs provide funding for predevelopment costs and facilitate accountability and oversight, as specified.

(5) This bill would incorporate additional changes to Section 65852.2 of the Government Code proposed by AB 2221 to be operative only if this bill and AB 2221 are enacted and this bill is enacted last.

(6) By imposing new duties on local governments with respect to the approval of accessory dwelling units and junior accessory dwelling units, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.
Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. It is the intent of the Legislature to ensure that grant programs that fund the construction and maintenance of accessory dwelling units undertake both of the following:

(a) Provide funding for predevelopment costs, such as development of plans and permitting of accessory dwelling units.

(b) Facilitate accountability and oversight, including annual reporting on outcomes to the Legislature.

SEC. 2. Section 65852.2 of the Government Code, as amended by Section 1 of Chapter 343 of the Statutes of 2021, is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose objective standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) Except as provided in Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official or enforcement agency of the local agency makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this clause shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall

either approve or deny the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) The ordinance shall require that a demolition permit for a detached garage that is to be replaced with an accessory dwelling unit be reviewed with the application for the accessory dwelling unit and issued at the same time.

(5) The ordinance shall not require, and the applicant shall not be otherwise required, to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district.

(6) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(7) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(8) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, except that, subject to subparagraphs (B) and (C), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant.

(B) (i) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit before January 1, 2025.

(ii) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit that was permitted between January 1, 2020, and January 1, 2025.

(C) Notwithstanding subparagraphs (A) and (B), a local agency may require that an accessory dwelling unit be used for rentals of terms longer than 30 days.

(9) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(10) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) (1) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create or serve an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall either approve or deny the application to create

or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create or serve a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create or serve the new single-family dwelling or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(2) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to paragraph (1), the permitting agency shall, within the time period described in paragraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any requirement for a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(D) Any height limitation that does not allow at least the following, as applicable:

(i) A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit.

(ii) A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

(iii) A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.

(iv) A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require a local agency to allow an accessory dwelling unit to exceed two stories.

(d) Notwithstanding any other law, and whether or not the local agency has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), all of the following shall apply:

(1) The local agency shall not impose any parking standards for an accessory dwelling unit in any of the following instances:

(A) Where the accessory dwelling unit is located within one-half mile walking distance of public transit.

(B) Where the accessory dwelling unit is located within an architecturally and historically significant historic district.

(C) Where the accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(D) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(E) When there is a car share vehicle located within one block of the accessory dwelling unit.

(F) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this paragraph.

(2) The local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation as provided in clause (i), (ii), or (iii) as applicable, of subparagraph (D) of paragraph (2) of subdivision (c).

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) (i) Not more than two accessory dwelling units that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling and are subject to the applicable height limitation in clause (i), (ii), or (iii), as applicable, of subparagraph (D) of paragraph (2) of subdivision (c) and rear yard and side setbacks of no more than four feet.

(ii) If the existing multifamily dwelling has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this subparagraph.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming

zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(4) A local agency may require owner-occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (8) of subdivision (a).

(5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose objective standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(7) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(10) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(11) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(12) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2), a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

SEC. 2.5. Section 65852.2 of the Government Code, as amended by Section 1 of Chapter 343 of the Statutes of 2021, is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose objective standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) Except as provided in Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or

detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official or enforcement agency of the local agency makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this clause shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) (A) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall either approve or deny the application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the

60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(B) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to subparagraph (A), the permitting agency shall, within the time period described in subparagraph (A), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(4) The ordinance shall require that a demolition permit for a detached garage that is to be replaced with an accessory dwelling unit be reviewed with the application for the accessory dwelling unit and issued at the same time.

(5) The ordinance shall not require, and the applicant shall not be otherwise required, to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district.

(6) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(7) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(8) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, except that, subject to subparagraphs (B) and (C), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant.

(B) (i) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit before January 1, 2025.

(ii) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit that was permitted between January 1, 2020, and January 1, 2025.

(C) Notwithstanding subparagraphs (A) and (B), a local agency may require that an accessory dwelling unit be used for rentals of terms longer than 30 days.

(9) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(10) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) (1) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create or serve an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall either approve or deny the application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create or serve a new single-family or multifamily dwelling on the lot,

the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create or serve the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(2) If a permitting agency denies an application for an accessory dwelling unit or junior accessory dwelling unit pursuant to paragraph (1), the permitting agency shall, within the time period described in paragraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any requirement for a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(D) Any height limitation that does not allow at least the following, as applicable:

(i) A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit.

(ii) A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

(iii) A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.

(iv) A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require a local agency to allow an accessory dwelling unit to exceed two stories.

(d) Notwithstanding any other law, and whether or not the local agency has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), all of the following shall apply:

(1) The local agency shall not impose any parking standards for an accessory dwelling unit in any of the following instances:

(A) Where the accessory dwelling unit is located within one-half mile walking distance of public transit.

(B) Where the accessory dwelling unit is located within an architecturally and historically significant historic district.

(C) Where the accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(D) When onstreet parking permits are required but not offered to the occupant of the accessory dwelling unit.

(E) When there is a car share vehicle located within one block of the accessory dwelling unit.

(F) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this paragraph.

(2) The local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation as provided in clause (i), (ii), or (iii) as applicable, of subparagraph (D) of paragraph (2) of subdivision (c).

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) (i) Not more than two accessory dwelling units that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limitation in clause (i), (ii), or (iii), as applicable, of subparagraph (D) of paragraph (2) of subdivision (c) and rear yard and side setbacks of no more than four feet.

(ii) If the existing multifamily dwelling has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this subparagraph.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(4) A local agency may require owner-occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (8) of subdivision (a).

(5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose objective standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section shall supersede a conflicting local ordinance. This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(7) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(10) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(11) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(12) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2), a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

SEC. 3. Section 65852.2 of the Government Code, as amended by Section 2 of Chapter 343 of the Statutes of 2021, is repealed.

SEC. 4. Section 65852.22 of the Government Code is amended to read:

65852.22. (a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

(2) Require owner-occupancy in the single family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the walls of the proposed or existing single-family residence. For purposes of this paragraph, enclosed uses within the residence, such as attached garages, are considered a part of the proposed or existing single-family residence.

(5) (A) Require a permitted junior accessory dwelling unit to include a separate entrance from the main entrance to the proposed or existing single-family residence.

(B) If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.

(c) (1) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. The permitting agency shall either approve or deny the application to create or serve a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create or serve a junior accessory dwelling unit is submitted with a permit application to create or serve a new single-family dwelling on the lot, the permitting agency may delay approving or denying the permit application for the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create or serve the new single-family dwelling, but the application to create or serve the junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(2) If a permitting agency denies an application for a junior accessory dwelling unit pursuant to paragraph (1), the permitting agency shall, within the time period described in paragraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(d) A local agency shall not deny an application for a permit to create a junior accessory dwelling unit pursuant to this section due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and that are not affected by the construction of the junior accessory dwelling unit.

(e) For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(f) For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(g) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation related to a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(h) If a local agency has not adopted a local ordinance pursuant to this section, the local agency shall ministerially approve a permit to construct a junior accessory dwelling unit that satisfies the requirements set forth in subparagraph (A) of paragraph (1) of subdivision (e) of Section 65852.2 and the requirements of this section.

(i) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to,

applicable planning departments, building departments, utilities, and special districts.

SEC. 5. Section 65852.23 is added to the Government Code, to read:

65852.23. (a) Notwithstanding any other law, and except as otherwise provided in subdivision (b), a local agency shall not deny a permit for an unpermitted accessory dwelling unit that was constructed before January 1, 2018, due to either of the following:

(1) The accessory dwelling unit is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

(2) The accessory dwelling unit does not comply with Section 65852.2 or any local ordinance regulating accessory dwelling units.

(b) Notwithstanding subdivision (a), a local agency may deny a permit for an accessory dwelling unit subject to subdivision (a) if the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure.

(c) The section shall not apply to a building that is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

SEC. 6. Section 17980.12 of the Health and Safety Code is amended to read:

17980.12. (a) (1) An enforcement agency, until January 1, 2030, that issues to an owner of an accessory dwelling unit described in subparagraph (A) or (B) below, a notice to correct a violation of any provision of any building standard pursuant to this part shall include in that notice a statement that the owner of the unit has a right to request a delay in enforcement pursuant to this subdivision:

(A) The accessory dwelling unit was built before January 1, 2020.

(B) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(2) The owner of an accessory dwelling unit that receives a notice to correct violations or abate nuisances as described in paragraph (1) may, in the form and manner prescribed by the enforcement agency, submit an application to the enforcement agency requesting that enforcement of the violation be delayed for five years on the basis that correcting the violation is not necessary to protect health and safety.

(3) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of a violation on the primary dwelling unit, provided that correcting the violation is not necessary to protect health and safety.

(4) The enforcement agency shall grant an application described in paragraph (2) if the enforcement agency determines that correcting the violation is not necessary to protect health and safety. In making this determination, the enforcement agency shall consult with the entity responsible for enforcement of building standards and other regulations of the State Fire Marshal pursuant to Section 13146.

(5) The enforcement agency shall not approve any applications pursuant to this section on or after January 1, 2030. However, any delay that was approved by the enforcement agency before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the initial approval of the application pursuant to paragraph (4).

(b) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in Section 65852.2.

(c) This section shall remain in effect only until January 1, 2035, and as of that date is repealed.

SEC. 7. Section 2.5 of this bill incorporates amendments to Section 65852.2 of the Government Code proposed by both this bill and Assembly Bill 2221. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2023, (2) each bill amends Section 65852.2 of the Government Code, and (3) this bill is enacted after Assembly Bill 2221, in which case Section 2 of this bill shall not become operative.

SEC. 8. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or

assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: July 12, 2023

SUBJECT: FY2022-23 4th Quarter Budget Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Review and approve the Fiscal Year 2022-23 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2022-23 BUDGETED REVENUES AND EXPENSES

SUMMARY:
FY2022-23 4th Quarter Budget Report

BACKGROUND:
This 4th Quarter budget report for Fiscal Year 2022-23 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

DISCUSSION:
For the 4th Quarter Budget Report, the City proposes the adjustments in the attached report.

The General Fund revenues are proposed to increase by $803,200. Most of this increase is in development revenue and property taxes. Property Taxes and Vehicle License Fees have come in higher than originally projected and adjustments are being made accordingly. Building & Safety Fee revenue is increasing by $70,000 due to high permitting activity. Private Development has continued to be high throughout the year and therefore both the revenues and corresponding expenditures are increasing by $181,200.

In the General Fund, a net increase in expenditures of $300,100 is proposed. Most of this is

related to developer-reimbursed expenses and is covered by the increased Private development revenue. The City Attorney budget is increasing $40,000 due to higher utilization of legal consulting. There is also an increase of $42,400 in Administrative Services due to the utilization of temporary contract services staff.

For Other General Funds, there is an increase in revenue of $520,100 to reflect the Cannabis Development Agreement fees received. There is also an increase in ARPA interest income resulting from higher interest rates. For expenditures, ARPA funds for contract homeless services are being de-appropriated as these functions are now being performed by City staff.

In the remaining Non-General Fund revenues, TDA Fund 203 is being reduced to reflect the actual reimbursements received in FY2022-23. Development Impact Fee Funds are increasing by $386,000 in aggregate based on actual revenues received.

For the expenditures in Non-General Funds, there is an overall increase of $106,700. The largest increase is in Measure Z resulting from higher security patrol costs at the parks.

These proposed changes reflect the Administrative Services Department's efforts to provide accurate financial information to the public and City Council in order to assist with the decision-making process.

FISCAL IMPACT:
$803,200 General Fund Revenue Net Increase
$300,100 General Fund Expenditures Net Increase
$600,100 Other General Funds Revenue Net Increase
$7,100 Other General Funds Expenditures Net Decrease
$182,300 Non-General Fund Revenue Net Decrease
$106,700 Non-General Fund Expenditures Net Increase

ATTACHMENTS:
FY22-23 4th Quarter Budget Report.pdf
FY22-23 4th Quarter Budget Resolution.docx
FY2023 4th Quarter Budget Review Presentation.pdf

Total City of Wildomar Budget Summary

FY 2022-23 Budget Review
4th Quarter FY2022-23

		Beginning Fund Balance Projected 6/30/2022	+	Approved Revenues 2022-23	+	Proposed 4th Quarter Revenue Adjustments 2022-23	=	Estimated Funds Available 2022-23	-	Approved Appropriations 2022-23	-	Proposed 4th Quarter Expenditure Adjustments 2022-23	Estimated Available Fund Balance 6/30/2023
	General Funds												
100	General Fund	$ 3,241,377		$ 16,825,800		$ 803,200		$ 20,870,377		$ 16,704,400		$ 300,100	$ 3,865,877
	Other General Funds												
110	Development Agreement	482,646		365,900		520,100		1,368,646		-		-	1,368,646
115	ARPA Fund	4,016,692		4,546,300		80,000		8,642,992		8,545,000		(104,000)	201,992
120	Measure AA	5,895,809		5,794,400		-		11,690,209		4,719,200		16,900	6,954,109
125	General Plan Update	109,325		200,000		-		309,325		268,700		80,000	(39,375)
	Total General Funds	13,745,849		27,732,400		1,403,300		42,881,549		30,237,300		293,000	12,351,249
	Non-General Funds												
200	Gas Tax	(437,980)		1,414,500		-		976,520		981,700		-	(5,180)
201	Measure A	848,127		810,100		-		1,658,227		1,174,900		-	483,327
203	TDA Fund	-		1,088,800		(813,800)		275,000		275,000		-	-
210	AQMD	249,429		46,100		-		295,529		6,900		-	288,629
212	Waste Services	-		1,612,000		94,400		1,706,400		112,800		14,300	1,579,300
220	CFD 2022-1	(1,367)		-		-		(1,367)		3,200		-	(4,567)
221	CFD 2022-2	(1,279)		-		-		(1,279)		2,400		-	(3,679)
251	LLMD 89-1C	1,159,358		338,600		2,200		1,500,158		239,700		18,500	1,241,958
252	CSA-22	(101,394)		32,000		-		(69,394)		46,500		-	(115,894)
253	CSA-103	(275,569)		220,100		-		(55,469)		203,500		-	(258,969)
254	CSA-142	99,145		37,500		-		136,645		35,500		1,000	100,145
255	Measure Z Parks Fund	93,157		438,300		500		531,957		452,300		61,700	17,957
259	CFD 2017-1 DIF Deferral	24,081		89,300		-		113,381		83,800		-	29,581
260	CFD 2013-1 Zn 1 & 2	241,980		55,300		3,500		300,780		71,000		-	229,780
261	CFD 2013-1 Annex 1 Zone 3	391,018		62,700		4,300		458,018		83,700		-	374,318
262	CFD 2013-1 Annex 2 Zone 4	(3,762)		300		-		(3,462)		1,000		300	(4,762)
263	CFD 2013-1 Annex 3 Zone 5	202,704		41,500		2,600		246,804		50,500		-	196,304
264	CFD 2013-1 Annex 4 Zone 6	-		-		-		-		-		-	-
265	CFD 2013-1 Annex 5 Zone 7	-		-		-		-		-		-	-
266	CFD 2013-1 Annex 6 Zone 8	41,455		9,100		600		51,155		10,500		-	40,655
267	CFD 2013-1 Annex 7 Zone 9	62,149		11,300		900		74,349		11,300		-	63,049
268	CFD 2013-1 Annex 8 Zone 10	-		10,800		10,500		21,300		-		-	21,300
269	CFD 2013-1 Spec Tax B	197		128,600		36,200		164,997		128,600		-	36,397
270	CFD 2013-1 Zone 11	67,873		17,100		1,300		86,273		17,100		-	69,173
271	CFD 2013-1 Zone 13	3,069		1,200		-		4,269		1,300		-	2,969
272	CFD 2013-1 Zone 14	26,231		7,500		-		33,731		6,900		-	26,831
273	CFD 2013-1 Zone 15	42,315		16,800		1,300		60,415		16,800		-	43,615
274	CFD 2013-1 Zone 16	11,642		7,100		-		18,742		7,100		-	11,642
275	CFD 2013-1 Zone 17	-		-		-		-		-		-	-
276	CFD 2013-1 Zone 18	38,499		20,200		1,000		59,699		34,600		-	25,099
277	CFD 2013-1 Zone 19	86,675		75,000		11,200		172,875		15,900		-	156,975
278	CFD 2013-1 Zone 20	-		-		-		-		-		-	-
279	CFD 2013-1 Zone 21	2,311		2,400		200		4,911		2,400		-	2,511
280	Grants	(246,595)		278,600		-		32,005		58,200		-	(26,195)
281	SLESF	(0.14)		163,000		2,300		165,300		150,000		-	15,300
282	CDBG	(33,705)		-		-		(33,705)		65,500		-	(99,205)
283	PEG Grant	83,504		35,000		-		118,504		26,800		-	91,704
284	Streetlights	143,003		178,600		-		321,603		174,100		1,000	146,503
290	COVID-19	-		-		-		-		-		-	-
300	Cemetery	1,057,551		727,800		72,500		1,857,851		1,340,700		-	517,151
301	Cemetery Endowment	289,167		155,000		-		444,167		-		-	444,167
302	Cemetery CIP	16,107		21,300		-		37,407		21,300		3,200	12,907
410	Administrative Svs - Dif	(112,315)		7,100		-		(105,215)		-		3,500	(108,715)
420	Public Facilities - Dif	446,456		96,900		9,300		552,656		-		-	552,656
421	Police - Dif	558,410		61,600		5,500		625,510		-		-	625,510
422	Animal Shelter - Dif	(766,768)		44,300		8,300		(714,168)		120,700		-	(834,868)
423	Corporate Yard - Dif	3,071		15,400		2,400		20,871		-		-	20,871
430	Fire Facilities - Dif	809,445		81,700		13,900		905,045		-		-	905,045
440	Trans & Roads - Dif	3,618,206		680,700		108,500		4,407,406		1,549,100		-	2,858,306
450	Trans & Signals -Dif	344,034		90,800		7,200		442,034		498,100		-	(56,066)
451	Drainage - Dif	974,559		333,500		23,000		1,331,059		139,000		-	1,192,059
460	Park Land Acquisitions-Dif	(59,079)		110,700		18,500		70,121		2,500,000		-	(2,429,879)
461	Park Improvements-Dif	954,329		751,900		148,100		1,854,329		163,000		-	1,691,329
470	Community Center - Dif	361,553		85,800		14,800		462,153		-		-	462,153
480	Multi-purpose Trails - Dif	492,927		149,000		26,500		668,427		294,000		-	374,427
490	Library - Dif	32,623		-		-		32,623		19,000		-	13,623
500	RMRA Capital Projects	898,062		819,700		-		1,717,762		132,200		-	1,585,562
501	Capital Reinvestment	(11,082)		928,600		-		917,518		339,800		-	577,718
502	RCFC Fund	(297,820)		122,800		-		(175,020)		48,500		-	(223,520)
503	TUMF Fund	(1,343,671)		4,232,200		-		2,888,529		2,888,500		700	(671)
504	CMAQ Fund	-		-		-		-		-		-	-
505	MSRC Fund	-		-		-		-		-		-	-
506	HSIP Fund	(10,429)		449,500		-		439,071		46,000		-	393,071
507	Misc State Funded Projects	(30,764)		1,454,000		-		1,423,236		30,900		2,500	1,389,836
508	Local Capital Grants	(63,497)		1,529,900		-		1,466,403		1,327,400		-	139,003
	Total Non-General Funds	$ 10,977,343		$ 20,199,600		$ (182,300)		$ 30,994,643		$ 16,009,700		$ 106,700	$ 14,878,243
	Total City Funds	**$ 24,723,192**		**$ 47,932,000**		**$ 1,221,000**		**$ 73,876,192**		**$ 46,247,000**		**$ 399,700**	**$ 27,229,492**

Total Adjusted Revenue: $ 49,153,000 **Total Adjusted Expenditures: $ 46,646,700**

City of Wildomar
Revenue Group Budget Report
4th Quarter Report FY 2022/23
July 1st, 2022 to June 30th, 2023

Account Number		Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
100 General Fund							
3100	Sales & Use Tax	3,106,100	2,511,023	595,077	81%	-	3,106,100
3104	Pass-Through Property Tax	178,500	218,854	(40,354)	123%	40,400	218,900
3105	Property Tax-Secured	4,390,800	4,561,797	(170,997)	104%	171,000	4,561,800
3106	Property Tax-Unsecured	211,600	211,548	52	100%	-	211,600
3107	Property Tax-Prior Year	129,200	92,988	36,212	72%	-	129,200
3108	Property Tax-HOPTR	45,100	33,956	11,144	75%	-	45,100
3109	Property Tax-Supplemental, SBE	70,700	184,819	(114,119)	261%	115,000	185,700
3110	Real Property Transfer Tax	197,700	155,313	42,387	79%	-	197,700
3113	Property Tax-Misc Adjustments	1,100	-	1,100	0%	-	1,100
3120	Franchise Fee-Solid Waste	390,000	297,203	92,797	76%	-	390,000
3121	Franchise Fee-Electricity	390,000	432,937	(42,937)	111%	43,000	433,000
3122	Franchise Fee-Gas	118,700	118,651	49	100%	-	118,700
3123	Franchise Fee Cable-Charter	180,000	133,875	46,125	74%	-	180,000
3124	Franchise Fee-Telecomm-Frontier	115,000	51,685	63,315	45%	-	115,000
3200	Business Registration Fee	55,000	20,403	34,597	37%	(20,000)	35,000
3201	NPDES Inspection Fee	2,000	983	1,018	49%	-	2,000
3210	Planning Fee	2,000	1,475	525	74%	-	2,000
3220	Cannabis Application Fee	40,000	21,919	18,081	55%	-	40,000
3221	Cannabis Regulatory Fee	428,000	356,539	71,461	83%	-	428,000
3100	Cannabis Sales Tax	316,200	-	316,200	0%	-	316,200
3230	Develop/Engineering Permit Fee	20,000	10,975	9,025	55%	-	20,000
3235	Encroachment Permit	106,600	117,150	(10,550)	110%	11,000	117,600
3240	Building & Safety Fee	550,000	614,977	(64,977)	112%	70,000	620,000
3243	BSAF Admin Retention Revenue	1,000	-	1,000	0%	-	1,000
3244	MSHCP Admin Fee	8,000	7,389	611	92%	-	8,000
3250	Fire Fees	76,200	73,005	3,195	96%	-	76,200
3260	Private Development Fee - Pln & Bld	1,081,400	1,160,425	(79,025)	107%	91,200	1,172,600
3261	Development Engineering Fee	676,500	624,844	51,656	92%	90,000	766,500
3268	Code Enforcement Revenue	110,000	32,897	77,103	30%	-	110,000
3270	Fines & Forfeitures	27,000	19,076	7,924	71%	-	27,000
3271	AMR Fines	20,000	25,372	(5,372)	127%	10,300	30,300
3300	Abandoned Property Registration	1,200	1,100	100	92%	-	1,200
3310	Public Safety Revenue	17,000	13,155	3,845	77%	-	17,000
3320	Special Event Revenue	8,000	5,965	2,035	75%	-	8,000
3321	Community Room Rental Fee	1,700	1,820	(120)	107%	200	1,900
3324	RTA Bus Pass	500	90	410	18%	-	500
3500	Motor Vehicle License Fee	30,000	37,639	(7,639)	125%	7,700	37,700
3501	Vehicle License Fee Replacement SB130	3,110,000	3,166,686	(56,686)	102%	56,700	3,166,700
3525	SB90 State Mandated Cost Reimb	17,000	-	17,000	0%	-	17,000
3800	Interest Income	224,000	279,684	(55,684)	125%	55,700	279,700
3801	Gain or Loss on Investment	(69,000)	(5,020)	(63,980)	7%	60,000	(9,000)
3803	NSF Fees	100	-	100	0%	-	100
3810	Settlement Proceeds	-	521	(521)	0%	600	600
3811	Tax Credits/Refunds	9,500	9,464	36	100%	-	9,500
3848	Breakfast with Santa	2,000	1,555	445	78%	(400)	1,600
3850	Miscellaneous Income	15,000	12,302	2,698	82%	-	15,000
3852	Donations	-	2	(2)	0%	600	600
3856	Community Clean-Up Reimb.	-	1,413	(1,413)	0%	1,500	1,500
3900	Transfers In	411,100	-	411,100	0%	-	411,100
3903	DAERF Administrative Services Fees	300	147	153	49%	-	300
3955	Public Surplus Revenue	3,000	2,671	329	89%	(1,300)	1,700
	Total General Fund	**16,825,800**	**15,621,270**	**1,204,530**	**93%**	**803,200**	**17,629,000**
110 Development Agreement							
3222	Cannabis Development Agreement Fee	361,000	881,008	(520,008)	244%	520,100	881,100
3800	Interest Income	4,900	4,199	701	86%	-	4,900
3801	Gain or Loss on Investment	-	(1,207)	1,207	0%	-	-
	Total Development Agreement	365,900	884,000	(519,307)	242%	520,100	886,000

City of Wildomar
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4th Quarter Report FY 2022/23
July 1st, 2022 to June 30th, 2023

Account Number	Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
115 ARPA Fund						
3540 American Rescue Plan Act Revenue	4,453,000	4,452,984	16	100%	-	4,453,000
3800 Interest Income	93,300	170,186	(76,886)	182%	80,000	173,300
3801 Gain or Loss on Investment	-	(2,871)	2,871		-	-
Total ARPA Fund	4,546,300	4,620,299	(73,999)	102%	80,000	4,626,300
120 Measure AA Fund						
3100 Sales & Use Tax	5,667,600	3,986,017	1,681,583	70%	-	5,667,600
3800 Interest Income	101,800	85,156	16,644	84%	-	101,800
3801 Gain or Loss on Investment	-	(15,087)	15,087		-	-
3810 Settlement Proceeds	25,000	25,000	-	100%	-	25,000
Total Measure AA Fund	5,794,400	4,081,086	1,713,314	70%	-	5,794,400
125 General Plan Update Fund						
3900 Transfers In	200,000	-	200,000		-	200,000
Total General Plan Update Fund	200,000	-	200,000	0%	-	200,000
200 Gas Tax						
3503 Gas Tax 2103	310,200	272,764	37,436	88%	-	310,200
3505 Gas Tax 2105	227,800	190,705	37,095	84%	-	227,800
3506 Gas Tax 2106	142,800	124,832	17,968	87%	-	142,800
3507 Gas Tax 2107	289,700	259,704	29,996	90%	-	289,700
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3900 Transfers In	438,000	437,980	20	100%	-	438,000
Total Gas Tax	1,414,500	1,291,985	122,515	91%	-	1,414,500
201 Measure A						
3520 Measure A Revenue	810,000	767,650	42,350	95%	-	810,000
3800 Interest Income	100	-	100	0%	-	100
Total Measure A	810,100	767,650	42,450	95%	-	810,100
203 TDA Fund						
3524 TDA Article 3 Rev	1,088,800	-	1,088,800	0%	(813,800)	275,000
Total TDA Fund	1,088,800	-	1,088,800	0%	(813,800)	275,000
210 AQMD						
3510 AQMD-AB2766	46,000	36,139	9,861	79%	-	46,000
3800 Interest Income	100	-	100	0%	-	100
Total AQMD	46,100	36,139	9,961	78%	-	46,100

City of Wildomar
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4th Quarter Report FY 2022/23
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Account Number		Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
212	Waste Services						
3120	Franchise Fees-Solid Waste	1,450,000	1,400,000	50,000	97%	-	1,450,000
3131	Street Sweeping Mitigation Fee	150,000	150,000	-	100%	-	150,000
3800	Interest Income	12,000	8,700	3,300	72%	-	12,000
3801	Gain or Loss on Investment	-	(2,501)	2,501	0%	-	-
3980	Reimb. Of City Costs	-	94,348	(94,348)	0%	94,400	94,400
	Total Waste Services	1,612,000	1,650,546	(38,546)	102%	94,400	1,706,400
251	LLMD 89-1C						
8181	Zone 181 Special Assessment	26,900	26,698	202	99%	-	26,900
8803	Zone 3 Special Assessment	109,900	106,128	3,772	97%	-	109,900
8818	Zone 18 STL Special Assessment	900	852	48	95%	-	900
8826	Zone 26 STL Special Assessment	1,200	1,220	(20)	102%	100	1,300
8827	Zone 27 STL Special Assessment	1,400	1,390	10	99%	-	1,400
8829	Zone 29 Special Assessment	1,100	1,039	61	94%	-	1,100
8830	Zone 30 Special Assessment	34,600	34,172	428	99%	-	34,600
8835	Zone 35 STL Special Assessment	100	(18)	118	-18%	-	100
8842	Zone 42 Special Assessment	36,700	36,223	477	99%	-	36,700
8850	Zone 50 STL Special Assessment	400	257	143	64%	-	400
8851	Zone 51 Special Assessment	8,700	9,600	(900)	110%	900	9,600
8852	Zone 52 Special Assessment	70,000	68,782	1,218	98%	-	70,000
8859	Zone 59 Special Assessment	5,500	5,824	(324)	106%	400	5,900
8862	Zone 62 Special Assessment	18,800	18,387	413	98%	-	18,800
8867	Zone 67 Special Assessment	8,100	7,732	368	95%	-	8,100
8870	Zone 70 STL Special Assessment	1,300	1,333	(33)	103%	100	1,400
8871	Zone 71 Special Assessment	11,600	12,210	(610)	105%	700	12,300
8872	Zone 71 Spec. Assess-Lighting	500	396	104	79%	-	500
8873	Zone 73 STL Special Assessment	900	849	51	94%	-	900
	Total LLMD 89-1C	338,600	333,076	5,524	98%	2,200	340,800
252	CSA-22						
3550	Special Assessment	32,000	30,828	1,172	96%	-	32,000
	Total CSA-22	32,000	30,828	1,172	96%	-	32,000
253	CSA-103						
3557	Special Assessment - Street Lights	154,100	149,939	4,161	97%	-	154,100
3558	Special Assessment - Landscape	23,100	21,796	1,304	94%	-	23,100
3970	SCE Refunds	42,900	42,838	62	100%		42,900
	Total CSA-103	220,100	214,573	5,527	97%	-	220,100
254	CSA-142						
3550	Special Assessment	37,500	36,484	1,016	97%	-	37,500
	Total CSA-142	37,500	36,484	1,016	97%	-	37,500

City of Wildomar
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Account Number	Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
255 Measure Z Park						
3320 Special Event Revenue	26,400	5,630	20,770	21%	-	26,400
3550 Special Assessment	400,600	345,052	55,548	86%	-	400,600
3553 Marna O'Brien Park-Facility Rent	11,000	11,466	(466)	104%	500	11,500
3555 Windsong Park-Facility Rent	100	45	55	45%	-	100
3800 Interest Income	200	-	200	0%	-	200
Total Measure Z Park	438,300	362,193	76,107	83%	500	438,800
259 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	85,304	3,996	96%	-	89,300
Total CFD 2017-1	89,300	85,304	3,996	96%	-	89,300
260 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	33,900	35,715	(1,815)	105%	1,900	35,800
3552 Special Assessment Tax - Zone 2	21,400	22,965	(1,565)	107%	1,600	23,000
Total CFD 2013-1	55,300	58,680	(3,380)	106%	3,500	58,800
261 CFD 2013-1 Zn 3						
3551 Special Assessment Tax A- Maintenance	62,700	66,932	(4,232)	107%	4,300	67,000
Total CFD 2013-1 Annex 1 Zn 3	62,700	66,932	(4,232)	107%	4,300	67,000
262 CFD 2013-1 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	157	143	52%	-	300
Total CFD 2013-1 Annex 2 Zn 4	300	157	143	52%	-	300
263 CFD 2013-1 Zn5						
3551 Special Assessment Tax A- Maintenance	41,500	44,028	(2,528)	106%	2,600	44,100
Total CFD 2013-1 Annex 3 Zn5	41,500	44,028	(2,528)	106%	2,600	44,100
266 CFD 2013-1 Zn8						
3551 Special Assessment Tax A- Maintenance	9,100	9,668	(568)	106%	600	9,700
Total CFD 2013-1 Annex 6 Zn8	9,100	9,668	(568)	106%	600	9,700
267 CFD 2013-1 Zn9						
3551 Special Assessment Tax A- Maintenance	11,300	12,111	(811)	107%	900	12,200
Total CFD 2013-1 Annex 7 Zn9	11,300	12,111	(811)	107%	900	12,200
268 CFD 2013-1 Zn10						
3551 Special Assessment Tax A- Maintenance	10,800	21,258	(10,458)	197%	10,500	21,300
Total CFD 2013-1 Annex 8 Zn10	10,800	21,258	(10,458)	197%	10,500	21,300

City of Wildomar
Revenue Group Budget Report
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Account Number	Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	128,600	164,790	(36,190)	128%	36,200	164,800
Total CFD 2013-1 Special Tax B	128,600	164,790	(36,190)	128%	36,200	164,800
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	17,100	18,392	(1,292)	108%	1,300	18,400
Total CFD 2013-1 Zn11	17,100	18,392	(1,292)	108%	1,300	18,400
271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,200	909	291	76%		1,200
Total CFD 2013-1 Zn13	1,200	909	291	76%	-	1,200
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	7,500	7,445	55	99%	-	7,500
Total CFD 2013-1 Zn14	7,500	7,445	55	99%	-	7,500
273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	16,800	18,059	(1,259)	107%	1,300	18,100
Total CFD 2013-1 Zn15	16,800	18,059	(1,259)	107%	1,300	18,100
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	7,100	5,372	1,728	76%		7,100
Total CFD 2013-1 Zn16	7,100	5,372	1,728	76%	-	7,100
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	20,200	21,131	(931)	105%	1,000	21,200
Total CFD 2013-1 Zn18	20,200	21,131	(931)	105%	1,000	21,200
277 CFD 2013-1 Zn19						
3551 Special Assessment Tax A- Maintenance	75,000	86,123	(11,123)	115%	11,200	86,200
Total CFD 2013-1 Zn19	75,000	86,123	(11,123)	115%	11,200	86,200
279 CFD 2013-1 Zn21						
3551 Special Assessment Tax A- Maintenance	2,400	2,517	(117)	105%	200	2,600
Total CFD 2013-1 Zn21	2,400	2,517	(117)	105%	200	2,600
280 Grants						
3540 Grant Revenue	278,600	215,155	63,445	77%		278,600
Total Grants	278,600	215,155	63,445	77%	-	278,600

City of Wildomar
Revenue Group Budget Report
4th Quarter Report FY 2022/23
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Account Number	Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
281 SLESF						
3521 SLESF Revenue	163,000	165,271	(2,271)	101%	2,300	165,300
Total SLESF	163,000	165,271	(2,271)	101%	2,300	165,300
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	35,000	26,897	8,103	77%		35,000
Total PEG	35,000	26,897	8,103	77%	-	35,000
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	177,100	-	177,100	0%	-	177,100
3800 Interest Income	1,500	-	1,500	0%	-	1,500
Total Streetlight	178,600	-	178,600	0%	-	178,600
300 Cemetery						
3104 RPTTF Redevelopment Property Tax	21,400	32,544	(11,144)	152%	11,200	32,600
3105 Property Tax-Secured	519,400	563,648	(44,248)	109%	44,300	563,700
3106 Property Tax-Unsecured	25,900	25,874	26	100%	-	25,900
3107 Property Tax-Prior Year	4,600	5,768	(1,168)	125%	1,200	5,800
3108 Property Tax-HOPTR	5,400	4,153	1,247	77%	-	5,400
3109 Property Tax-Supplemental, SBE	13,700	29,041	(15,341)	212%	15,400	29,100
3111 Property Tax-Teeter	10,000	19	9,981	0%	-	10,000
3113 Property Tax-Misc Adjustments	200	-	200	0%	-	200
3800 Interest Income	12,600	8,700	3,900	69%	-	12,600
3801 Gain or Loss on Investment	-	(2,501)	2,501	0%	-	-
3850 Miscellaneous Income	100	-	100	0%	-	100
4100 Cemetery - Plots	55,000	50,411	4,589	92%	-	55,000
4101 Cemetery - Vaults	10,000	9,705	295	97%	-	10,000
4102 Cemetery - Niche Walls	4,800	3,142	1,658	65%	-	4,800
4103 Cemetery - Open/Close	27,000	26,926	74	100%	-	27,000
4104 Cemetery - Setting fees	5,700	6,004	(304)	105%	400	6,100
4105 Cemetery - Out of District	8,000	7,579	421	95%	-	8,000
4106 Cemetery - Vases	2,800	1,665	1,135	59%	-	2,800
4107 Saturday Service Fees	1,200	750	450	63%	-	1,200
Total Cemetery	727,800	773,428	(45,628)	106%	72,500	800,300
301 Cemetery Endowment						
3536 Endowment	135,000	127,763	7,237	95%	-	135,000
3800 Interest Income	20,000	8,712	11,288	44%	-	20,000
3801 Gain or Loss on Investment	-	(3,945)	3,945	0%	-	-
Total Cemetery Endowment	155,000	132,530	22,470	86%	-	155,000
302 Cemetery CIP						
3900 Transfer In	21,300	-	21,300	0%	-	21,300
Total Cemetery CIP	21,300	-	21,300	0%	-	21,300

City of Wildomar
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4th Quarter Report FY 2022/23
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Account Number	Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
410 Admin DIF						
3561 DIF-Single Family Residence	5,100	921	4,179	18%	-	5,100
3563 DIF-Commercial	2,000	281	1,719	14%	-	2,000
Total Admin DIF	7,100	1,202	5,898	17%	-	7,100
420 Public Facilities DIF						
3561 DIF-Single Family Residence	73,300	50,735	22,565	69%		73,300
3562 DIF-Multi-Family Residential	20,700	29,920	(9,220)	145%	9,300	30,000
3563 DIF-Commercial	2,900	1,262	1,638	44%	-	2,900
Total Public Facilities DIF	96,900	81,918	14,982	85%	9,300	106,200
421 Police DIF						
3561 DIF-Single Family Residence	48,300	30,216	18,084	63%		48,300
3562 DIF-Multi-Family Residential	12,300	17,710	(5,410)	144%	5,500	17,800
3563 DIF-Commercial	1,000	773	227	77%	-	1,000
Total Police DIF	61,600	48,699	12,901	79%	5,500	67,100
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	30,700	32,694	(1,994)	106%	2,300	33,000
3562 DIF-Multi-Family Residential	13,600	19,580	(5,980)	144%	6,000	19,600
Total Animal Shelter DIF	44,300	52,274	(7,974)	118%	8,300	52,600
423 Corp Yard DIF						
3561 DIF-Single Family Residence	10,100	10,543	(443)	104%	500	10,600
3562 DIF-Multi-Family Residential	4,300	6,160	(1,860)	143%	1,900	6,200
3563 DIF-Commercial	1,000	275	725	27%	-	1,000
Total Corp Yard DIF	15,400	16,978	(1,578)	110%	2,400	17,800
430 Fire Facilities DIF						
3561 DIF-Single Family Residence	54,900	58,200	(3,300)	106%	3,300	58,200
3562 DIF-Multi-Family Residential	23,800	34,320	(10,520)	144%	10,600	34,400
3563 DIF-Commercial	3,000	1,454	1,546	48%	-	3,000
Total Fire Facilities DIF	81,700	93,974	(12,274)	115%	13,900	95,600
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	398,200	418,020	(19,820)	105%	19,900	418,100
3562 DIF-Multi-Family Residential	182,300	255,950	(73,650)	140%	73,700	256,000
3563 DIF-Commercial	86,600	51,522	35,078	59%	-	86,600
3800 Interest Income	13,600	28,491	(14,891)	209%	14,900	28,500
3801 Gain or Loss on Investment	-	(6,312)	6,312	0%	-	-
Total Trans-Roads DIF	680,700	747,672	(66,972)	110%	108,500	789,200

City of Wildomar
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4th Quarter Report FY 2022/23
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Account Number	Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	54,800	53,335	1,465	97%	-	54,800
3562 DIF-Multi-Family Residential	23,800	30,910	(7,110)	130%	7,200	31,000
3563 DIF-Commercial	12,200	6,075	6,125	50%	-	12,200
Total Trans-Signals DIF	90,800	90,321	479	99%	7,200	98,000
451 Drainage DIF						
3561 DIF-Single Family Residence	259,300	246,550	12,750	95%	-	259,300
3562 DIF-Multi-Family Residential	55,200	78,120	(22,920)	142%	23,000	78,200
3563 DIF-Commercial	19,000	11,383	7,617	60%	-	19,000
Total Drainage DIF	333,500	336,054	(2,554)	101%	23,000	356,500
460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	78,500	82,558	(4,058)	105%	4,100	82,600
3562 DIF-Multi-Family Residential	32,200	46,530	(14,330)	145%	14,400	46,600
Total Park Land Acquisition DIF	110,700	129,088	(18,388)	117%	18,500	129,200
461 Park Improvements DIF						
3561 DIF-Single Family Residence	540,000	582,349	(42,349)	108%	42,400	582,400
3562 DIF-Multi-Family Residential	211,900	306,570	(94,670)	145%	94,700	306,600
3800 Interest Income	-	10,959	(10,959)	0%	11,000	11,000
Total Park Improvements DIF	751,900	899,877	(147,977)	120%	148,100	900,000
470 Community Ctr DIF						
3561 DIF-Single Family Residence	60,100	63,459	(3,359)	106%	3,400	63,500
3562 DIF-Multi-Family Residential	25,700	37,070	(11,370)	144%	11,400	37,100
Total Community Ctr DIF	85,800	100,529	(14,729)	117%	14,800	100,600
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	100,300	108,577	(8,277)	108%	8,300	108,600
3562 DIF-Multi-Family Residential	40,700	58,850	(18,150)	145%	18,200	58,900
3563 DIF-Commercial	8,000	3,806	4,194	48%	-	8,000
Total Multipurpose Trails DIF	149,000	171,233	(22,233)	115%	26,500	175,500
500 RMRA Capital Projects						
3540 RMRA Revenue	819,700	675,898	143,802	82%		819,700
Total RMRA Capital Projects	819,700	675,898	143,802	82%	-	819,700
501 Capital Reinvestment						
3541 EVMWD Reimb. Payments	59,300	21,390	37,910	36%	-	59,300
3570 Developer Cash-in-Lieu Payments	187,500	-	187,500	0%	-	187,500
3580 Developer Payment	611,800	-	611,800	0%	-	611,800
3900 Transfer In	70,000	-	70,000	0%	-	70,000
Total Capital Reinvestment	928,600	21,390	907,210	2%	-	928,600

City of Wildomar
Revenue Group Budget Report
4th Quarter Report FY 2022/23
July 1st, 2022 to June 30th, 2023

Account Number		Budget	12 Month Preliminary Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
502 RCFC Fund							
3540	Grant Revenue	122,800	-	122,800	0%		122,800
	Total RCFC	122,800	-	122,800	0%	-	122,800
503 TUMF Fund							
3540	Grant Revenue	4,232,200	-	4,232,200	0%	-	4,232,200
	Total TUMF	4,232,200	-	4,232,200	0%	-	4,232,200
506 HSIP Fund							
3540	Grant Revenue	449,500	-	449,500	0%	-	449,500
	Total HSIP	449,500	-	449,500	0%	-	449,500
507 Misc State Funded Projects							
3540	Grant Revenue	1,454,000	-	1,454,000	0%		1,454,000
	Total Misc State Funded Projects	1,454,000	-	1,454,000	0%	-	1,454,000
508 Local Capital grants-Misc							
3540	Grant Revenue	1,529,900	-	1,529,900	0%	-	1,529,900
	Total Local Capital Grants-Misc	1,529,900	-	1,529,900	0%	-	1,529,900
	Total	**$ 47,932,000**	**$ 35,333,393**	**$ 12,597,400**	**74%**	**1,221,000**	**49,153,000**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY 2022-23
July 1, 2022 to June 30, 2023

Fund	Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
General Fund						
100 General Fund						
General Government						
City Council	$ 302,300	$ 162,182	$ 140,118	54%	$ -	$ 302,300
City Manager	475,100	332,677	142,423	70%	-	475,100
City Clerk	396,900	296,346	100,554	75%	-	396,900
City Attorney	130,900	133,992	(3,092)	102%	40,000	170,900
Economic Development	434,500	247,336	187,164	57%	-	434,500
Administrative Services	964,100	733,414	230,686	76%	42,400	1,006,500
Human Resources	250,300	188,280	62,020	75%	-	250,300
IT Services	339,400	243,963	95,437	72%	-	339,400
Community Services	119,800	60,813	58,987	51%	-	119,800
O'Brien Park	-	-	-	0%	-	-
Heritage Park	300	245	55	82%	-	300
Windsong Park	-	-	-	0%	-	-
Ball Fields	18,000	13,017	4,984	72%	-	18,000
Malaga Park	-	-	-	0%	-	-
11 Acre Park	1,000	800	200	80%	-	1,000
27 Acre Park	7,000	6,764	-	97%	-	7,000
Non-Departmental/Facilities	1,150,100	841,132	308,968	73%	-	1,150,100
General Government Total	**4,589,700**	**3,260,962**	**1,328,738**	**71%**	**82,400**	**4,672,100**
Community Development						
Community Development Administration	49,300	14,726	34,574	30%	-	49,300
Planning Commission	14,600	8,738	5,862	60%	-	14,600
Building and Safety	718,200	421,895	296,305	59%	-	718,200
Planning	230,100	189,379	40,721	82%	12,800	242,900
Private Development	700,900	693,458	7,442	99%	91,200	792,100
Development Engineering	590,800	538,966	51,834	91%	90,000	680,800
Cannabis Compliance	29,000	36,034	(7,034)	124%	9,500	38,500
Code Enforcement	495,700	367,419	128,281	74%	14,100	509,800
Community Development Total	**2,828,600**	**2,270,615**	**557,985**	**80%**	**217,600**	**3,046,200**
Public Works/Engineering	**537,000**	**410,221**	**126,779**	**76%**	**-**	**537,000**
Public Safety						
Office of Emergency Mgmt	-	35	(35)	0%	100	100
Police	5,382,300	4,517,429	864,871	84%	-	5,382,300
Fire	2,989,600	2,077,283	912,317	69%	-	2,989,600
Animal Control	377,200	373,410	3,790	99%	-	377,200
Public Safety Total	**8,749,100**	**6,968,157**	**1,780,943**	**80%**	**100**	**8,749,200**
100 General Fund Total	**16,704,400**	**12,909,954.36**	**3,794,446**	**77%**	**$ 300,100**	**17,004,500**
110 Development Agreement						
Bundy Canyon/Sellers Traffic Signal CIP077	-	-	-	0%	-	-
Total Development Agreement	**-**	**-**	**-**	0%	**-**	**-**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY 2022-23
July 1, 2022 to June 30, 2023

Fund	*Budget*	*12 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
115 American Rescue Plan Act						
General Government	8,545,000	199,648	8,345,352	2%	(104,000)	8,441,000
Total ARPA	**8,545,000**	**199,648**	**8,345,352**	2%	**(104,000)**	**8,441,000**
120 Measure AA						
Public Works/Engineering	443,000	264,360	178,640	60%	-	443,000
Palomar/Clinton Keith Sidewalk CIP059	231,400	199,656	31,744	86%	-	231,400
Bundy/Sellers Traffic Signal CIP077	30,400	7,874	22,526	26%	-	30,400
Bundy/Monte Vista Traffic Signal CIP078	133,600	24,972	108,628	19%	-	133,600
Monte Vista/Wall at Line C Basin CIP079	27,000	-	27,000	0%	-	27,000
Clinton Keith Widening	200,000	-	200,000	0%	-	200,000
Auditing/Admin Services	9,000	2,920	6,080	32%	-	9,000
Sedco Sidewalk	-	60,000	(60,000)	0%	60,000	60,000
City Clerk	13,400	1,055	12,345	8%	-	13,400
Non-Departmental/City Facilities	438,000	437,980	20	100%	-	438,000
Bundy Canyon/Scott Road Widening	5,300	86,304	(81,004)	1628%	84,600	89,900
Slurry Seal CIP058	325,000	-	325,000	0%	-	325,000
Code Enforcement	179,500	114,325	65,175	64%	-	179,500
Police	929,300	786,015	143,285	85%	(26,300)	903,000
Fire	1,507,500	1,023,970	483,530	68%	-	1,507,500
Community Services-Homeless Program	246,800	141,237	105,563	57%	(101,400)	145,400
Total Measure AA	**4,719,200**	**3,150,669**	**1,568,531**	67%	**16,900**	**4,736,100**
125 General Plan Update						
General Plan Update	268,700	340,152	(71,452)	127%	80,000	348,700
Total General Plan Update	**268,700**	**340,152**	**(71,452)**	127%	**80,000**	**348,700**
All General Funds Total:	**30,237,300**	**16,600,423**	**13,636,877**	**55%**	**293,000**	**30,530,300**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY 2022-23
July 1, 2022 to June 30, 2023

Fund	Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
Non-General Funds						
200-GAS TAX						
Public Works/Engineering	981,700	653,599	328,101	67%	-	981,700
Total Gas Tax	**981,700**	**653,599**	**328,101**	**67%**	**-**	**981,700**
201-MEASURE A						
Public Works/Engineering	1,174,900	477,270	697,630	41%	-	1,174,900
Total Measure A	**1,174,900**	**477,270**	**697,630**	**41%**	**-**	**1,174,900**
203 TDA						
Palomar/Clinton Keith Sidewalk & Bike Trail CIP059	275,000	262,342	12,658	95%	-	275,000
Total TDA	**275,000**	**262,342**	**12,658**	0%	**-**	**275,000**
210 AQMD						
Public Works/Engineering	6,900	4,500	2,400	65%	-	6,900
Total AQMD	**6,900**	**4,500**	**2,400**	65%	**-**	**6,900**
212 WASTE SERVICES						
Public Works	46,700	54,444		117%	8,300	55,000
City Attorney	66,100	68,974	(2,874)	104%	6,000	72,100
Total Waste Services	**112,800**	**123,418**	**(2,874)**	109%	**14,300**	**127,100**
220 CFD 2022-1 Special Tax A						
Public Works/Engineering	3,200	3,104	96	97%	-	3,200
Total CFD 2022-1	**3,200**	**3,104**	**96**	97%	**-**	**3,200**
221 CFD 2022-2 Special Tax A						
Public Works/Engineering	2,400	2,103	297	88%	-	2,400
Total CFD 2022-2	**2,400**	**2,103**	**297**	88%	**-**	**2,400**
251 LLMD 89-1C						
Public Works/Engineering Streetlights	-	14,295	(14,295)	0%	14,400	14,400
General Government	-	358	(358)	0%	400	400
Zone 3 Landscaping	118,400	88,765	29,636	75%	-	118,400
Zone 18	600	-	600	0%	-	600
Zone 26	700	-	700	0%	-	700
Zone 27	1,300	433	867	33%	-	1,300
Zone 29	1,400	1,195	205	85%	-	1,400
Zone 30	15,400	6,400	9,000	42%	-	15,400
Zone 35	300	-	300	0%	-	300
Zone 42	30,300	12,837	17,463	42%	-	30,300
Zone 50	300	-	300	0%	-	300
Zone 51	11,800	4,402	7,398	37%	-	11,800
Zone 52	15,100	7,128	7,972	47%	2,500	17,600
Zone 59 Streetlights	700	372	328	53%	400	1,100
Zone 59 Landscape	2,200	855	1,345	39%	700	2,900
Zone 62	14,600	3,961	10,639	27%	-	14,600
Zone 67	4,100	957	3,143	23%	-	4,100
Zone 70	600	135	465	22%	100	700
Zone 71 Streetlights	300	-	300	0%	-	300
Zone 71 Landscape	12,500	10,999	1,501	88%	-	12,500
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 181 Streetlights	1,600	605	995	38%	-	1,600
Zone 181 Landscape	4,500	945	3,555	21%	-	4,500
CIP091 Catch Basin Retrofit Project	2,500	2,300	200	92%	-	2,500

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY 2022-23
July 1, 2022 to June 30, 2023

Fund		Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
	LLMD 89-1C Total	**239,700**	**156,942**	**82,758**	**65%**	**18,500**	**258,200**
252 CSA-22							
	Street Lights	46,500	13,802	32,698	30%	-	46,500
	CSA-22	**46,500**	**13,802**	**32,698**	**30%**	**-**	**46,500**
253 - CSA 103							
	Landscape & Drainage	19,600	13,286	6,314	68%	-	19,600
	Street Lights	183,900	47,701	136,199	26%	-	183,900
	CSA-103	**203,500**	**60,987**	**142,513**	**30%**	**-**	**203,500**
254 - CSA 142							
	Public Works	3,200	267	2,933	8%	300	3,500
	Street Lights	32,300	8,010	24,290	25%	700	33,000
	CSA-142	**35,500**	**8,277**	**27,223**	**23%**	**1,000**	**36,500**
255 Measure Z - Parks							
	Community Services	113,300	61,335	51,965	54%	-	113,300
	Admin Services	4,400	404	3,996	9%	-	4,400
	City Manager	16,300	11,472	4,828	70%	-	16,300
	City Clerk	13,900	8,871	5,029	64%	-	13,900
	O'Brien Park	191,200	253,916	(62,716)	133%	48,200	239,400
	Heritage Park	51,400	55,176	(3,776)	107%	-	51,400
	Windsong Park	51,700	74,104	(22,404)	143%	12,500	64,200
	Malaga Park	10,100	13,381	(3,281)	132%	1,000	11,100
	Total Measure Z Park	**452,300**	**478,658**	**(26,358)**	**106%**	**61,700**	**514,000**
CFD's							
259	CFD 20171 DIF Deferral	83,800	3,208	80,592	4%	-	83,800
260	CFD 2013-1 Maintenance	71,000	42,307	28,693	60%	-	71,000
261	CFD 2013-1 Annex 1 Zone 3	83,700	14,956	68,744	18%	-	83,700
262	CFD 2013-1 Annex 2 Zone 4	1,000	1,176	(176)	118%	300	1,300
263	CFD 2013-1 Annex 3 Zone 5	50,500	10,986	39,514	22%	-	50,500
266	CFD 2013-1 Annex 6 Zone 8	10,500	213	10,287	2%	-	10,500
267	CFD 2013-1 Annex 7 Zone 9	11,300	-	11,300	0%	-	11,300
269	CFD 2013-1 Spec Tax B	128,600	-	128,600	0%	-	128,600
270	CFD 2013-1 Zone 11	17,100	688	16,412	4%	-	17,100
271	CFD 2013-1 Zone 13	1,300	-	1,300	0%	-	1,300
272	CFD 2013-1 Zone 14	6,900	-	6,900	0%	-	6,900
273	CFD 2013-1 Zone 15	16,800	-	16,800	0%	-	16,800
274	CFD 2013-1 Zone 16	7,100	-	7,100	0%	-	7,100
276	CFD 2013-1 Zone 18	34,600	-	34,600	0%	-	34,600
277	CFD 2013-1 Zone 19	15,900	185	15,715	1%	-	15,900
279	CFD 2013-1 Zone 21	2,400	-	2,400	0%	-	2,400
	Total CFD's	**542,500**	**73,719**	**468,781**	**14%**	**300**	**542,800**
280-Grants							
280-992	CalRecycle SB1383 Grant	53,200	1,625	51,575	3%	-	53,200
280-964	SHSP Grant	5,000	-	5,000	0%	(5,000)	-
280-990	Multi-Family Design Guidelines	-	583	(583)	0%	2,500	2,500
280-991	Zoning Consistency Program	-	748	(748)	0%	2,500	2,500
	Total Grants	**58,200**	**2,955**	**55,245**	5%	**-**	**58,200**
281-SLESF-COPS Grant		150,000	-	150,000	0%	-	150,000
	SLESF	**150,000**	**-**	**150,000**	0%	**-**	**150,000**
282-CDBG							
	Sedco Sidewalk Improvement III	65,500	187	65,313	0%	-	65,500
	CDBG	**65,500**	**187**	**65,313**	0%	**-**	**65,500**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY 2022-23
July 1, 2022 to June 30, 2023

Fund	Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
283 PEG Grant						
Services and Equipment	26,800	4,658	22,142	17%	-	26,800
Total PEG Grant	**26,800**	**4,658**	**22,142**	17%	**-**	**26,800**
284 Streetlight						
Public Works	174,100	1,000	173,100	1%	1,000	175,100
Total Streetlight Fund	**174,100**	**1,000**	**173,100**	1%	**1,000**	**175,100**
300 Cemetery	1,340,700	571,053	769,647	43%	-	1,340,700
Cemetery	**1,340,700**	**571,053**	**769,647**	43%	**-**	**1,340,700**
302-Cemetery Capital Improvement Projects						
Cemetery Frontage Improvements CIP067-1	21,300	9,218	12,082	43%	3,200	24,500
Cemetery CIP	**21,300**	**9,218**	**12,082**	43%	**3,200**	**24,500**
410-Admin DIF	-	3,381	(3,381)		3,500	3,500
Total Admin DIF	**-**	**3,381**	**(3,381)**	0%	**3,500**	**3,500**
422-Animal Shelter DIF	120,700	120,678	22	100%	-	120,700
Total Animal Shelter DIF	**120,700**	**120,678**	**22**	100%	**-**	**120,700**
440-Trans-Road DIF	1,549,100	1,315,565	233,535	85%	-	1,549,100
Total Trans - Road DIF	**1,549,100**	**1,315,565**	**233,535**	85%	**-**	**1,549,100**
450- Trans -Signals DIF						
Bundy Canyon/Sellers TS CIP 077	276,100	64,606	211,494	23%	-	276,100
Bundy Canyon/Monte Vista TS CIP 078	222,000	53,765	168,235	24%	-	222,000
Total Trans - Signals DIF	**498,100**	**118,371**	**379,729**	24%	**-**	**498,100**
451- Drainage DIF						
Storm Drain Line F Extension CIP039	123,600	-	123,600	0%	-	123,600
Bundy Canyon Rd. Widening CIP026	15,400	15,366	34	100%	-	15,400
Total Drainage DIF	**139,000**	**15,366**	**123,634**	11%	**-**	**139,000**
460-Park Land Acquisition DIF						
Park Purchase	2,500,000	28,519	2,471,481	1%	-	2,500,000
Total Park Land Acquisition DIF	**2,500,000**	**28,519**	**2,471,481**	1%	**-**	**2,500,000**
461- Park Improvements DIF						
Marna O'Brien Park	50,000	22,375	27,625	45%	-	50,000
New 27 Acre Park	113,000	24,076	88,924	21%	-	113,000
Total Park Improvement DIF	**163,000**	**46,451**	**116,549**	28%	**-**	**163,000**
480-Multipurpose Trails DIF	294,000	-	294,000	0%	-	294,000
Total Multipurpose Trails DIF	**294,000**	**-**	**294,000**	0%	**-**	**294,000**
490-Library DIF	19,000	13,398	5,602	71%	-	19,000
Total Library DIF	**19,000**	**13,398**	**5,602**	0%	**-**	**19,000**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY 2022-23
July 1, 2022 to June 30, 2023

Fund		Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
500-RMRA Capital Projects							
500-057	Pavement Rehab Program CIP057	132,200	-	132,200	0%	-	132,200
	Total RMRA Capital Projects	**132,200**	**-**	**132,200**	0%	**-**	**132,200**
501-Capital Reinvestment							
501-001	Palomar/Clinton Keith Sdwlk & Tr CIP059	33,400	20,320	-	61%	-	33,400
501-039	Storm Drain Line F Extension CIP039	105,000	-	-	0%	-	105,000
501-077	Bundy Canyon/Sellers Traffic Signal 077	82,500	-	-	0%	-	82,500
501-410	General Government	70,000	-	-	0%	-	70,000
501-909	Bundy Canyon EVMWD Reimbursement	48,900	18,966	-	0%	-	48,900
	Total Capital Reinvestment	**339,800**	**39,286**	**300,514**	12%	**-**	**339,800**
502-Riverside County Fund Control (RCFC) - Local							
502-039	Line F Extension CIP039	48,500	48,472	(3,172)	107%	-	48,500
	Total RCFC	**48,500**	**48,472**	**28**	100%	**-**	**48,500**
503-Transformation Uniform Mitigation Fee (TUMF) - Local							
503-001	Palomar/Clinton Keith Bike Path CIP059	1,219,000	1,155,067	63,933	95%	-	1,219,000
503-039	Line F Extension CIP039	81,900	-	81,900	0%	-	81,900
503-909	Bundy Canyon/Scott Rd Widen CIP026	1,291,100	1,194,862	96,238	93%	-	1,291,100
503-070	Bundy Canyon/I-15 Interchange Study CIP070	5,100	2,467	2,633	48%	-	5,100
503-074	Baxter Rd/I-15 Interchange Study CIP074	5,100	-	5,100	0%	-	5,100
503-092	Bundy Canyon Widening Sidewalks CIP092	-	56	(56)	0%	700	700
503-912	Palomar Widening CIP028	280,300	129,693	150,607	46%	-	280,300
503-913	Clinton Keith Widen CIP025	6,000	2,989	3,011	50%	-	6,000
	Total TUMF	**2,888,500**	**2,485,134**	**403,366**	86%	**700**	**2,889,200**
506-Highway Safety Improvement Program (HSIP) - Federal							
506-088	Harvest Way/Bundy Canyon TS CIP088	27,000	65	26,935	0%	-	27,000
506-089	Traffic Signal Retrofits & Upgrd. CIP089	19,000	780	18,220	4%	-	19,000
	Total HSIP	**46,000**	**845**	**45,155**	2%	**-**	**46,000**
507-State Funded Capital Projects - Miscellaneous - State							
507-051	Local Road Safety Plan CIP051	30,900	2,541	28,359	8%	-	30,900
507-909	Bundy Canyon CIP026 - CalOES Funding	-	1,862	(1,862)		2,500	2,500
	Total Miscellaneous State Funded Projects	**30,900**	**4,403**	**26,497**	14%	**2,500**	**33,400**
508-Local Capital Grants							
508-909	Bundy Canyon Widening CIP026 RCTC	1,327,400	1,219,086	108,314	92%	-	1,327,400
	Total Local Capital Grants	**1,327,400**	**1,219,086**	**108,314**	92%	**-**	**1,327,400**
	Non-GF Funds Total:	**$16,009,700**	**$8,366,749**	**$7,653,176**	**52.26%**	**106,700**	**$16,116,400**
	Grand Total- All Funds	**$46,247,000**	**$24,967,172**	**$21,290,053**	**54%**	**$ 399,700**	**$ 46,646,700**

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2022-23 BUDGETED REVENUES AND EXPENSES

WHEREAS, The City of Wildomar Biennial Budget for FY 2021-22 and FY 2022-23 was approved by the Wildomar City Council on June 9th, 2021;

WHEREAS, The City of Wildomar FY 2022-23 Budget was amended and approved by the Wildomar City Council on June 8th, 2022;

WHEREAS, The City of Wildomar FY 2022-23 Budget was adjusted and approved by the Wildomar City Council on February 8th, 2023;

WHEREAS, The City of Wildomar FY 2022-23 Budget was adjusted and approved by the Wildomar City Council on April 12th, 2023;

WHEREAS, changing economic conditions, program and service reviews require that the original approved budget and authorized position schedule be regularly monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the adjustments to the FY 2022-23 Budgets decreasing the total amount of projected revenues to $49,153,000 and total projected expenditures to $46,646,700.

PASSED, APPROVED, AND ADOPTED this 12th day of July 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR

FY2022-23 4TH QUARTER BUDGET REPORT

JULY 12TH, 2023

Adam Jantz – Finance Manager

FY2022/23 GENERAL FUND REVENUE

- $803,200 Increase in General Fund Revenues Overall
- Increase $326,400 in Property Tax Revenues
- Increase $70,000 in Building & Safety Fixed Fee Permits and $10,000 in Encroachment Permits
- Increase $181,200 in Private Development & Development Engineering Revenue
- Increase $56,700 in Vehicle License Fee Revenue

FY2022/23 GENERAL FUND EXPENDITURES

Increase Expenditures $181,200 in Private Development & Development Engineering Due to Continued High Activity

Increase Expenditures $40,000 in City Attorney Budget for Legal Expenditures

Increase Expenditures $42,400 in Admin Services for Contract Staff Support

Increase Expenditures $14,100 in Code Enforcement Legal Expenditures Due to Code Cases

FY2022/23 NON-GENERAL FUND REVENUES

- Increase $520,100 for Cannabis Development Agreement Fee Revenues
- Increase ARPA Interest Income by $80,000 Due to High Interest Rates
- Increase Fund 212 Revenue by $94,400 for Reimbursement of Franchise Agreement Drafting Costs
- Increase Cemetery Revenue by $72,500 Due to High Property Tax Remittances
- Increase Development Impact Fee Revenues $386,000 Based on Actuals

FY2022/23 NON-GENERAL FUND EXPENDITURES

- Increase Measure AA Expenditures $84,600 for Bundy Canyon Expenditures
- Increase Measure AA Expenditures $60,000 for Sedco Sidewalk Project
- Increase Measure Z Expenditures $61,700 to Accommodate Higher Park Security & Landscaping Costs
- Decrease ARPA Expenditures $104,000 & Measure AA $101,400 for Contract Community Services No Longer Utilized

QUESTIONS?

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: July 12, 2023

SUBJECT: Contract Award - Road Rehab and Maintenance Project and Slurry Seal Project (CIP 057-2, 058)

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna

ACTION:

1. Adopt a Categorical Exemption pursuant to Section 15301(c) of the CEQA Guidelines.
2. Authorize the City Manager to execute a construction contract with All American Asphalt in the amount of $3,793,100.56 for the Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) and waive any informality or irregularity in the Bid.
3. Authorize the Public Works Director to approve change orders not to exceed 7.5% of the construction contract amount (contingency).
4. Authorize the City Manager to execute a work order with Geocon West, Inc. in the amount of $35,050 for material testing for the Road Maintenance and Rehabilitation Project (CIP 057-2), including Extra Work Authorizations not to exceed $5,000, for a total not to exceed $40,085.
5. Authorize the City Manager to execute an Professional Services Agreement with Labelle-Marvin, Inc. in the amount of $44,848 for material testing for the Slurry Seal Project (CIP 058-2), including Extra Work Authorizations not to exceed $5,000, for a total not to exceed $49,848.
6. Authorize the City Manager to execute a work order with Interwest Consulting Group in the amount of $99,935 for Construction Management services for the Road Maintenance and Rehabilitation and Slurry Seal Projects, including a 10% contingency, for a total not to exceed $109,928.50.
7. Approve a supplemental appropriation for Fund 505 to include $25,000 in revenue and expenditures.
8. Approve a supplemental appropriation for Fund 507 to include $60,000 in revenue and expenditures.

SUMMARY:

Award a Construction Contract for the City's Annual Road Rehabilitation and Slurry Seal Projects, adopt a CEQA exemption for the project, and authorize agreements with three (3) groups to provide professional services during construction.

BACKGROUND:

The City of Wildomar administers a Road Rehabilitation and Maintenance Program and a Slurry Seal Program. These programs are implemented as annual projects in the City's approved Five-Year Capital Improvement Program as CIP 057 and CIP 058. The programs are primarily funded by Measure AA and funds from Senate Bill 1, formally referred to as The Road Repair and Accountability Act of 2017 (RMRA). Each year the City submits a list of road maintenance and rehabilitation projects to the California Transportation Commission (CTC) for use of RMRA funds. Projects may be added or removed from the list and reported as such during the filing of the final report to the CTC for the fiscal year. Unused funds from a prior year are carried over to the following year and added to the following year's allocation.

DISCUSSION:

A combined bid package for the Road Rehabilitation Project and Slurry Seal Project which included construction plans, technical specifications, bid documents and an engineer's cost estimate were prepared and advertised for construction bids. The project includes (but is not limited to): Removal of existing asphalt concrete pavement and aggregate base, reconstruction of sidewalk ramps, modification of drainage inlets and drainage crossings, crack seal, asphalt surfacing, slurry seal resurfacing, reinstallation of pavement markings, striping, traffic loops, and all items not mentioned but indicated in the Plans, Specifications, and the Technical Specifications within the Contract Documents. The plans are included as Attachment A. The project was advertised for bids on May 24, 2023. Bids were accepted until 2pm on July 12, 2023. The City Clerk received five timely bids, as summarized in Table 1 below.

Table 1 - Bid Summary for the Project

CONTRACTOR	SCHEDULE "A' BID	SCHEDULE "B" BID	COMBINED TOTAL
ALL AMERICAN ASPHALT	$ 3,266,249.36	$ 526,851.20	$ 3,793,100.56
ATP GENERAL ENGINEERING	$ 3,460,666.00	$ 464,666.00	$ 3,925,332.00
HARDY & HARPER	$ 3,725,000.00	$ 485,000.00	$ 4,210,000.00
HILLCREST CONTRACTORS	$ 4,429,205.33	$ 397,823.72	$ 4,827,029.05
RJ NOBLE	$ 4,227,648.37	$ 418,020.28	$ 4,645,668.65

The advertised project included three (3) bid schedules. Schedule "A" was the base bid schedule and was used as the basis of establishing the lowest responsive bidder. Schedules "B" and "C" were additive bid schedules and were included in the advertisement to give the City flexibility to add additional streets into the Project, depending on the bid results and available budget.

The Engineer's Opinion of Construction Costs for Schedule "A" alone was $3,999,792.60. Staff has reviewed the bid packages submitted by the bidders, checking the bid packages for compliance with the contract documents and has determined that All American Asphalt is the responsible bidder submitting the lowest responsive bid. The Engineer's Estimate for both "Schedule A" and "Schedule B" combined was $4,643,822.20. All American Asphalt's bid for both Schedule "A" and "B" combined is lower than the Engineer's Estimate and within the available program budget. No material irregularities were found in any of the bids received. The bid proposal received by All American Asphalt is included as Attachment B. All American Asphalt holds a valid Class A General Contractor's license in the State of California, with no enforcement actions listed. Their license expires on January 1, 2024.

The Experience/Qualifications Statement that was submitted with the bid documents indicate that All American Asphalt has engaged in contracting under the current name for 54 years and has not failed to satisfactorily complete a contract. A list of 5 completed projects were listed for reference, most of which are similar public works projects, ranging in value from $2,082,099 to $7,761,320. These projects were completed for many different agencies with the smallest contract completed for the County of Orange and the largest contract completed for the City of Burbank.

The construction contract allows 150 working days to complete the required work. Based on a Notice to Proceed being issued to the contractor on July 17, 2023, the contract completion is projected to be February 29, 2024 (barring time extensions due to change orders or inclement weather). The contract is included as Attachment C. Staff recommends the City Council authorize the City Manager to execute the Construction Contract with All American Asphalt for the Project, including award of both Schedule "A" and Schedule "B".

Staff also recommends the City Council authorize the City Manager to execute a work order with Geocon West, Inc. ("Geocon") in the amount of $35,050 for material testing services for the Road Maintenance and Rehabilitation Project (CIP 057-2), including Extra Work Authorizations not to exceed $5,000, for a total not to exceed $40,085. Geocon is the city's on-call firm for geotechnical services and has previously provided technical assistance to the City for several Capital Improvement Projects under their existing agreement. Their Work Order is included as Attachment D.

The City's Slurry Seal Project will use a unique type of slurry seal (RAP Slurry) and the Project includes almost 3,380,500 square feet of slurry seal across multiple different streets throughout the City. The slurry seal cost is over 16% of the total contract award. Testing of this unique type of slurry seal requires specialized knowledge of the product and specialized testing equipment and experience to ensure the materials conform to the Project specifications. LaBelle Marvin is a well-known firm with extensive experience and knowledge in specialized testing of slurry seal materials. LaBelle Marvin provides testing services to many

jurisdictions, including nearby local agencies, and has the ability to perform all of the required material testing for the Slurry Seal Project. Labelle Marvin provided testing services for the City's previous Slurry Seal Project in 2021, which used the same type of slurry seal, and the services they provided were satisfactory. Due to the unique nature of the slurry seal on this project and based on LaBelle Marvin's expertise and their familiarity with this type of slurry seal, staff recommends that the City Council authorize the City Manager to execute an Professional Services Agreement with Labelle-Marvin, Inc. in the amount of $44,848 for material testing services for the Slurry Seal Project (CIP 058-2), including Extra Work Authorizations not to exceed $5,000, for a total not to exceed $49,848. Labelle-Marvin has submitted a proposal for providing technical assistance under a professional services agreement. A copy of the proposed agreement is included as Attachment E.

Staff also recommends the City Council authorize the City Manager to execute a work order with Interwest Consulting Group (Interwest) in the amount of $99,935 for Construction Management services for the Road Maintenance and Rehabilitation and Slurry Seal Projects, including a 10% contingency, for a total not to exceed $109,928.50. Interwest is one of the city's on-call engineering firms and has previously provided technical assistance for several Capital Improvement Projects under their existing agreement. A copy of the proposed Interwest work order is included as Attachment F.

FISCAL IMPACT:
Project expenditures for Construction are funded by:

- RMRA (SB1) (Fund 500) = $1,650,000
- Measure AA (Fund 120) = $2,500,000
- MSRC (Fund 505) = $25,000 (grant funds)
- CalRecycle (Fund 507) = $60,000 (grant funds)
- Total = $4,326,000

RMRA funds include the estimated fund balance carried over from FY 21/22, FY 22/23 and estimated revenues for FY 23/24.

Expenditures related to the Design/PS&E/Administration phase as well as the Construction Administration and Inspection costs are funded by:

- Measure A (Fund 201) = $91,000

There is no fiscal impact to the City's General Fund.

ACCOUNT CODE:
Budget Amendments

- MSRC (Fund 505):
    - Revenues (505-3540) = $25,000
    - Expenditures (505-057-4500-52115) = $25,000
- CalRecycle (Fund 507)

- Revenues (507-3540) = $60,000
- Expenditures (507-057-4500-52115) = $60,000

ATTACHMENTS:

Attachment A - Improvement Plans
Attachment B - Bid Proposal
Attachment C - Public Works Contract
Attachment D - Work Order (Geocon)
Attachment E - Professional Services Agreement (Labelle Marvin)
Attachment F - Work Order (Interwest)
Project Presentation

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CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CIP PROJECT NO. 057-2

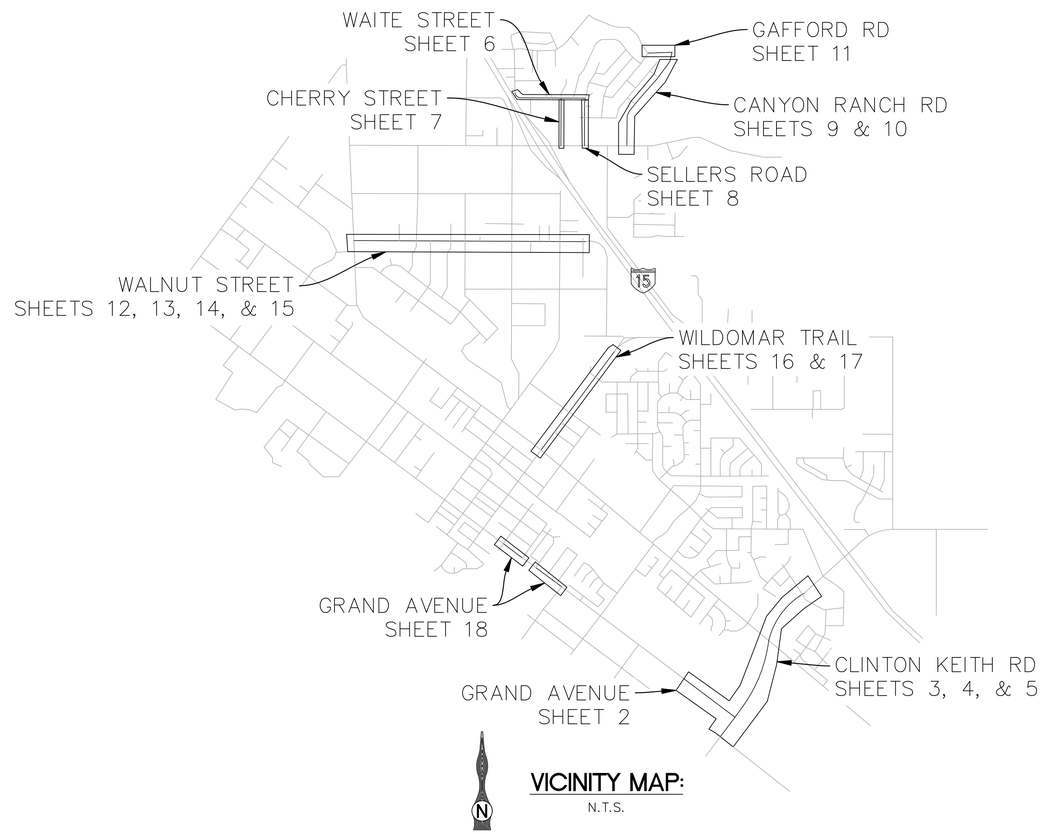
WILDOMAR GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THESE PLANS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", (GREEN BOOK), LATEST EDITION, RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT STANDARDS, AND CITY OF WILDOMAR STANDARDS AND ORDINANCES.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE JOB SITE AND THE LOCATION OF ALL UNDERGROUND FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS. NEITHER THE CITY OF WILDOMAR NOR THE ENGINEER WILL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES.
3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS.
4. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CALL THE CITY ENGINEERS OFFICE AT (951) 677-7751 EXT. 225 FOR INSPECTION 24 HOURS PRIOR TO PERFORMING ANY WORK. WORK PERFORMED WITHOUT CALLING FOR INSPECTION SHALL BE REJECTED AND SHALL BE REMOVED SOLELY AT THE CONTRACTORS EXPENSE.
5. UTILITY CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING COMPACTION TESTS OF ALL TRENCH BACKFILL AND STREET SUBGRADES AND SUBMITTING THEM TO THE CITY ENGINEER FOR APPROVAL. NOTIFY CITY ENGINEERS OFFICE AT (951) 677-7751 EXT. 225 24 HOURS PRIOR TO TESTS.
6. CUT SHEETS SHALL BE SUBMITTED TO THE CITY FOR RECORD PURPOSES PRIOR TO CONSTRUCTION. CONTRACTOR'S SURVEYOR IS SOLELY RESPONSIBLE FOR THE ACCURACY OF CUT SHEETS.
7. THE CONTRACTOR SHALL SATISFY HIMSELF THAT ESTIMATED QUANTITIES SHOWN ARE CORRECT BEFORE BIDDING ON ANY ITEM.
8. THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES. WORK SITE AND EXTERIOR STREETS SHALL BE IN A NEAT, CLEAN, HAZARD FREE, ORDERLY STATE THROUGHOUT CONSTRUCTION. SITE SHALL BE CLEANED UPON REQUEST OF THE INSPECTOR.
9. ALL EXISTING PAVEMENT TO BE REMOVED SHALL BE SAWCUT OR WHEELCUT AND REMOVED TO CLEAN STRAIGHT LINES.
10. AT ALL LOCATIONS WHERE NEW PAVEMENT JOINS EXISTING, THE EXISTING PAVEMENT SHALL BE COATED WITH AN ASPHALTIC EMULSION.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY VALVES, BOXES AND COVERS, AND ADJUSTING OF ALL WATER VALVE BOXES AND COVERS TO FINISH GRADE.
12. THE CONTRACTOR SHALL RESET MANHOLE RINGS TO SURROUNDING AC PAVEMENT GRADE.
13. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR THE ACCURACY AND ACCEPTABILITY OF THE WORK HEREON. IN THE EVENT OF DISCREPANCIES ARISING DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL OF THE CITY ENGINEER.
14. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USA), PHONE NUMBER 811, TWO WORKING DAYS BEFORE DIGGING. NO INSPECTION WILL BE PROVIDED BY THE CITY ENGINEERS OFFICE, AND NO CONSTRUCTION PERMIT ISSUED INVOLVING EXCAVATION FOR UNDERGROUND FACILITIES WILL BE VALID UNLESS THE APPLICANT HAS BEEN PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USA.
15. ALL AGRICULTURAL IRRIGATION LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPLACED WITH 12 GAUGE MINIMUM DIPPED AND WRAPPED-WELDED STEEL PIPE.
16. WHEN IMPROVEMENTS ARE TO BE PLACED ON NATIVE SOIL WHICH CONSISTS OF A ROCKY MATERIAL, THE SUB-GRADE SHALL BE PREPARED BY REMOVING ALL ROCKS WHICH PROTRUDE ABOVE THE SUB-GRADE AND ALL VOIDS OR DEPRESSIONS SHALL BE FILLED WITH A FINE GRADE MATERIAL OF A QUALITY BETTER THAN THE NATIVE MATERIAL.

CONTRACTOR'S RESPONSIBILITY FOR SAFETY:

IN SUBMITTING A BID FOR THIS WORK, THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER AND THE CITY OF WILDOMAR HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT THE EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AN HEALTH REGULATIONS" OF THE US DEPARTMENT OF LABOR AND WITH "CONSTRUCTION SAFETY ORDERS". THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUB-CONTRACTORS COMPLIANCE WITH SAID REGULATION AND ORDERS.



VICINITY MAP:
N.T.S.

CONSTRUCTION NOTES:

1. GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
2. GRIND (COLD-MILL) EXISITNG ASPHALT CONCRETE (2" MIN.)
3. REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (3" TOTAL SECTION REMOVAL).
4. REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (6" TOTAL SECTION REMOVAL).
5. PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 3" DEPTH.
6. PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.
7. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
8. CONSTRUCT 2" ASPHALT CONCRETE OVERLAY.
9. CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
10. CONSTRUCT 2" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
11. CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
12. APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING.
13. CONSTRUCT 4" ASPHALT CONCRETE BASE PAVEMENT.
14. CONSTRUCT 6" ASPHALT CONCRETE BASE PAVEMENT.
15. APPLY TYPE II SLURRY SEAL.
16. APPLY CRACK SEAL AND TYPE II MICROSURFACING.
17. REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
18. REMOVE AND RECONSTRUCT PCC CURB RAMP.
19. REMOVE AND RECONSTRUCT CROSS GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 209.
20. REMOVE AND RECONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
21. REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
22. REMOVE 1.5" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
23. CONSTRUCT 8" PCC PAVEMENT DRAINAGE CROSSING. CONTRACTOR TO PROVIDE SWALE AND MATCH EXISTING ELEVATIONS AT NORTH AND SOUTH SIDE OF ROAD.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- CONSTRUCT 1.5" AC OVERLAY.
- 1.5" GRIND (COLD-MILL) AND CONSTRUCT 1.5" ARHM OVERLAY.
- 1.5"/2" GRIND (COLD-MILL) AND CONSTRUCT 1.5"/2" AC/ARHM OVERLAY
- APPLY TYPE II SLURRY SEAL OVER ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM).
- APPLY TYPE II SLURRY SEAL.
- REMOVE EXISTING 3" AC PAVEMENT AND RECONSTRUCT 1.5" ARHM OVERLAY WITH 1.5" AC BASE PAVEMENT.
- REMOVE EXISTING 6" AC PAVEMENT AND RECONSTRUCT 2" AC OVERLAY WITH 4" AC BASE PAVEMENT.
- PULVERIZE EXISTING 3" AC PAVEMENT, REMOVE 1.5" PULV. MATERIAL AND CONSTRUCT 1.5" AC OVERLAY WITH 1.5" AC BASE PAVEMENT.
- PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.
- APPLY CRACK SEAL AND TYPE II MICROSURFACING.
- REMOVE EXISTING AC PAVEMENT AND OR SUBGRADE (6" TOTAL DEPTH).
- PROPOSED CONCRETE

SHEET INDEX

1	TITLE SHEET
2	GRAND AVENUE - STA. 81+00 TO STA. 90+16
3	CLINTON KEITH ROAD - STA. 6+57 TO STA. 26+00
4	CLINTON KEITH ROAD - STA. 26+00 TO STA. 43+50
5	CLINTON KEITH ROAD - STA. 43+50 TO STA. 57+64
6	WAITE STREET - STA. 10+00 TO STA. 28+98
7	CHERRY STREET - STA. 10+00 TO STA. 23+33
8	SELLERS ROAD - STA. 10+00 TO STA. 25+00
9	CANYON RANCH ROAD - STA. 10+00 TO STA 28+00
10	CANYON RANCH ROAD - STA. 28+00 TO STA. 40+24
11	GAFFORD ROAD - STA. 9+69 TO STA. 24+00
12	WALNUT STREET - STA. 10+00 TO STA. 27+00
13	WALNUT STREET - STA. 27+00 TO STA. 45+50
14	WALNUT STREET - STA. 45+50 TO STA. 63+50
15	WALNUT STREET - STA. 63+50 TO STA. 76+43
16	WILDOMAR TRAIL - STA. 10+00 TO STA. 31+00
17	WILDOMAR TRAIL - STA. 31+00 TO STA. 43+00
18	GRAND AVENUE - STA. 9+70 TO STA. 30+37
19	

CITY OF WILDOMAR, UTILITY NOTIFICATION LIST:

ELSINORE VALLEY MWD (ENGINEERING)
ATTN: CHRISTINA BACHINSKI
P.O. BOX 3000
LAKE ELSINOR, CA 92531
(951) 674-3146
DEVELOPMENT@EVMWD.NET

UNDERGROUND SERVICE ALERT
(800) 227-2600

SO. CALIF. GAS COMPANY (MURRIETA)
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
(909) 335-7955
GAMBERS@SEMPRAUTILITIES.COM

CHARTER
ATTN: STEVE WATERS
7337 CENTRAL AVE
RIVERSIDE, CA 92504
(951) 406-1715
STEVE.WATERS@CHARTER.COM

FRONTIER
ATTN: DANIELLE SAMANIEGO
9 SOUTH 4TH STREET
REDLANDS, CA 92373
(909) 748-6676
DANIELLE.SAMANIEGO@FTR.COM

SO. CALIF. EDISON DIST - SAN JACINTO
ATTN: MAP REQUEST
SCE DIST - SAN JACINTO
SANTA ANA, CA 92711-198
(714) 796-9999
MAPREQUEST@SCE.COM

RIVERSIDE COUNTY FLOOD CONTROL
ATTN: ESTEVAN OCHOA
1995 MARKET STREET
RIVERSIDE, CA 92501
(951) 955-1200
EOCHOA@RIVCO.ORG

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date 6/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 09/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
TITLE SHEET
CIP PROJECT NO. 057-2

SHEET No. 1 OF 19 SHTS

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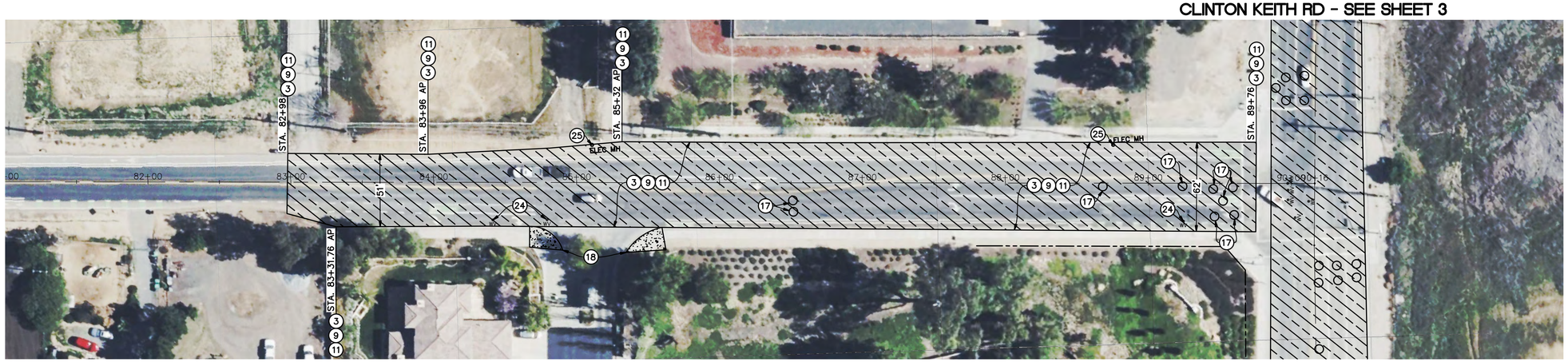
CLINTON KEITH RD - SEE SHEET 3



GRAND AVE

CONSTRUCTION NOTES:

- (3) REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (3" TOTAL SECTION REMOVAL).
- (9) CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
- (11) CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
- (17) REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
- (18) REMOVE AND RECONSTRUCT PCC CURB RAMP.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- REMOVE EXISTING 3" AC PAVEMENT AND RECONSTRUCT 1.5" ARHM OVERLAY WITH 1.5" AC BASE PAVEMENT.
- PROPOSED CONCRETE

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT

DIAL BEFORE YOU DIG

TWO WORKING DAYS BEFORE YOU DIG

TOLL FREE 1-800-227-2600

A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
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The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
GRAND AVE
STA. 81+00 TO STA. 90+16

SHEET No. 2 OF 19 SHTS

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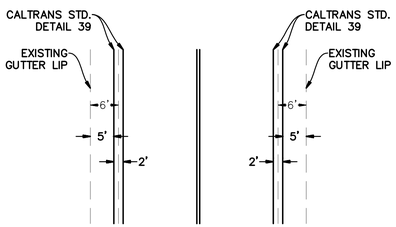

PROPOSED BUFFERED BIKE LANE STRIPING DETAIL
CLINTON KEITH ROAD
STA 10+50 TO STA 32+61

GRAND AVE - SEE SHEET 2

MATCHLINE – STA. 16+00
SEE BELOW LEFT

CLINTON KEITH ROAD

MATCHLINE – STA. 16+00
SEE ABOVE RIGHT

MATCHLINE – STA. 26+00
SEE SHEET 4

CLINTON KEITH ROAD

CONSTRUCTION NOTES:

1. GRIND (COLD–MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
3. REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (3" TOTAL SECTION REMOVAL).
9. CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
11. CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
17. REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

— 1.5" GRIND (COLD–MILL) AND CONSTRUCT 1.5" ARHM OVERLAY.

— REMOVE EXISTING 3" AC PAVEMENT AND RECONSTRUCT 1.5" ARHM OVERLAY WITH 1.5" AC BASE PAVEMENT.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GENERAL NOTE:

CONTRACTOR TO OBTAIN ENCROACHMENT PERMIT FROM CITY OF MURRIETA FOR TRAFFIC CONTROL PLAN.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK: N/A
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CLINTON KEITH ROAD
STA. 6+57 TO STA. 26+00

SHEET No. 3 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH03.dwg

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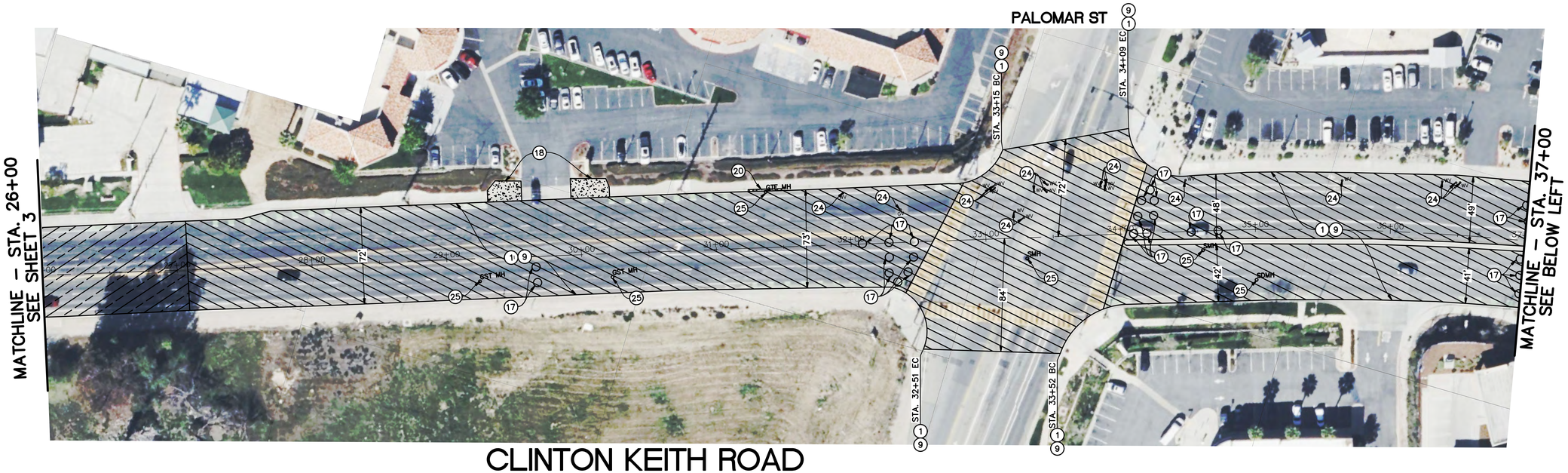
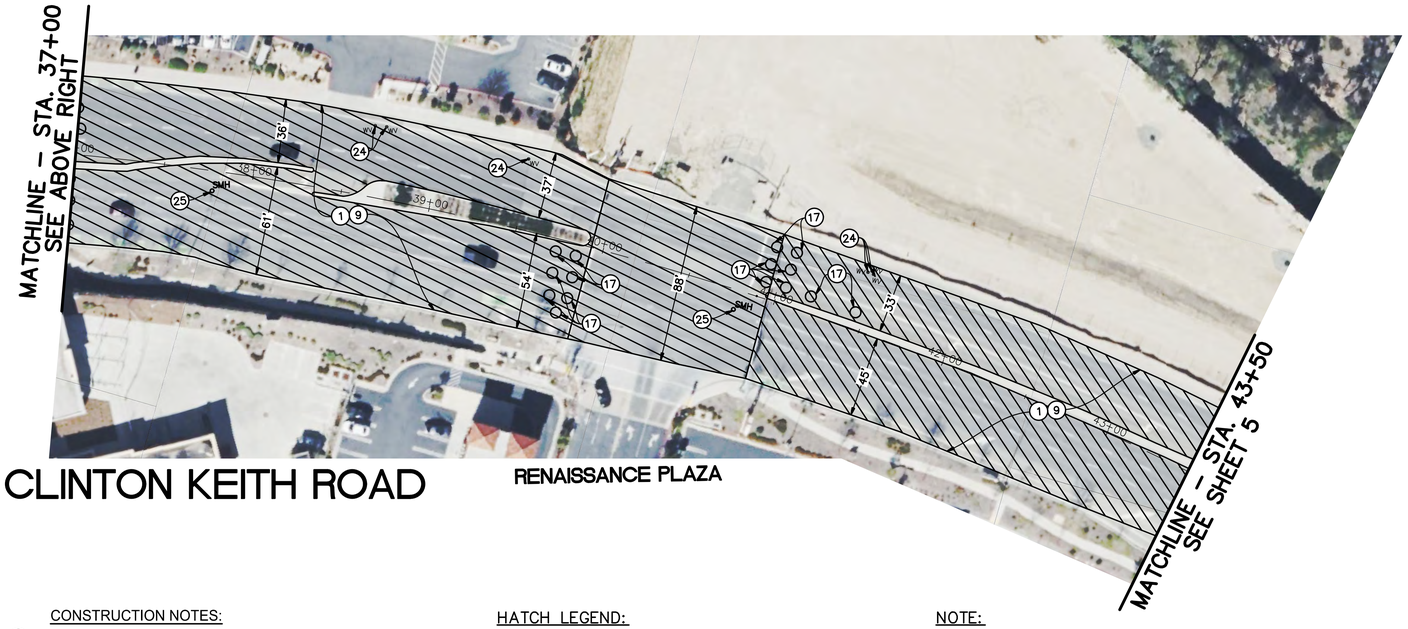
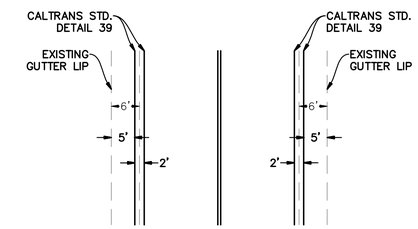


CLINTON KEITH ROAD



CLINTON KEITH ROAD

RENAISSANCE PLAZA



PROPOSED BUFFERED
BIKE LANE STRIPING DETAIL
CLINTON KEITH ROAD
STA 10+50 TO STA 32+61

CONSTRUCTION NOTES:

1. GRIND (COLD–MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
9. CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
17. REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
18. REMOVE AND RECONSTRUCT PCC CURB RAMP.
20. REMOVE AND RECONSTRUCT 8" (TYPE A–8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

— 1.5" GRIND (COLD–MILL) AND CONSTRUCT 1.5" ARHM OVERLAY.

— PROPOSED CONCRETE

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY
UNDERGROUND SERVICE ALERT

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 12/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/24
CIVIL
STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A

SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CLINTON KEITH ROAD
STA. 26+00 TO STA. 43+50

SHEET No. 4
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH04.dwg

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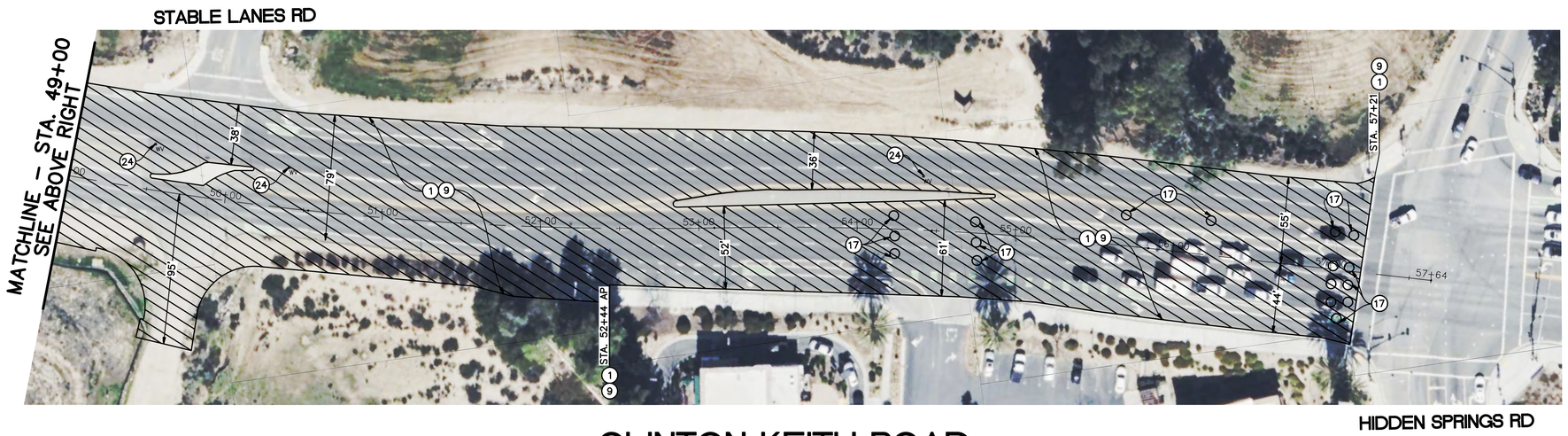

CONSTRUCTION NOTES:

1. GRIND (COLD–MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
9. CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
17. REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

1.5" GRIND (COLD–MILL) AND CONSTRUCT 1.5" ARHM OVERLAY.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CLINTON KEITH ROAD
STA. 43+50 TO STA. 57+64

SHEET No. 5
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_Sh05.dwg

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CONSTRUCTION NOTES:

1. GRIND (COLD-MILL) EXISITNG ASPHALT CONCRETE (1.5" MIN.)
5. PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 3" DEPTH.
6. PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.
7. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
11. CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
12. APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING.
15. APPLY TYPE II SLURRY SEAL.
16. APPLY CRACK SEAL AND TYPE II MICROSURFACING.

CONSTRUCTION NOTES (CONT.):

20. REMOVE AND RECONSTRUCT 8" (TYPE A-8) CURB AND GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 201.
21. REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
22. REMOVE 1.5" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

HATCH LEGEND:

- CONSTRUCT 1.5" AC OVERLAY.
- 1.5" GRIND (COLD-MILL) AND CONSTRUCT 1.5" AC OVERLAY.
- APPLY TYPE II SLURRY SEAL OVER ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM).
- PULVERIZE EXISTING 3" AC PAVEMENT, REMOVE 1.5" PULV. MATERIAL AND CONSTRUCT 1.5" AC OVERLAY WITH 1.5" AC BASE PAVEMENT.
- PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.
- APPLY CRACK SEAL AND TYPE II MICROSURFACING.
- PROPOSED CONCRETE

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
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TWO WORKING DAYS BEFORE YOU DIG
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ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date 12/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WAITE STREET
STA. 10+00 TO STA. 28+98

SHEET No. 6 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH06.dwg

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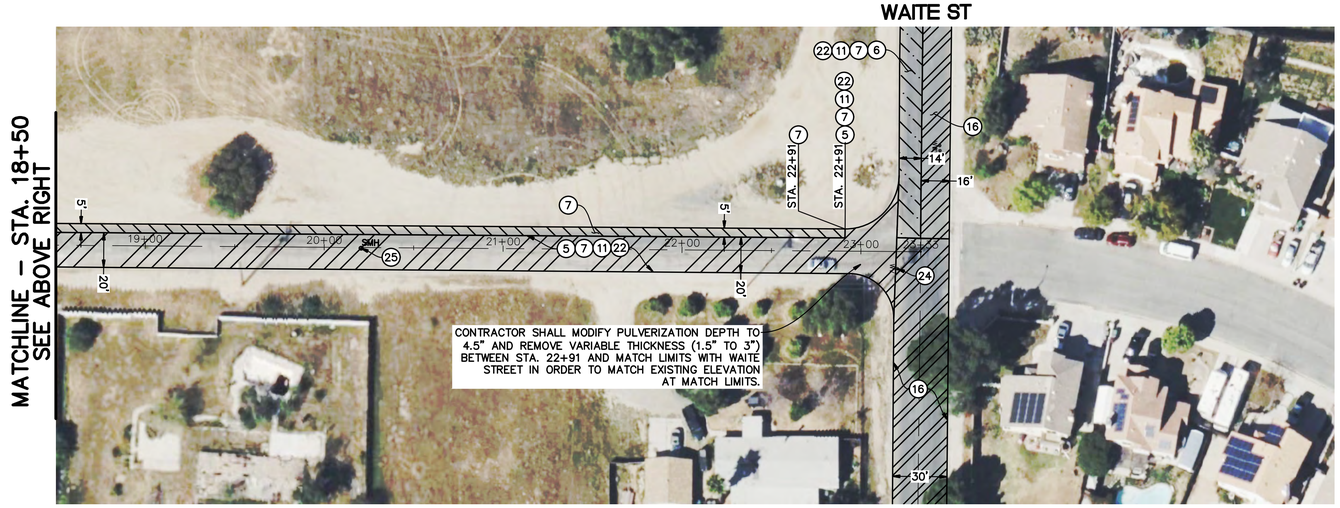
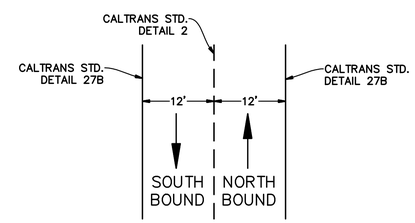
BUNDY CANYON RD

CHERRY STREET

WAITE ST



CHERRY STREET



PROPOSED STRIPING DETAIL
CHERRY STREET
STA 10+50 TO STA 23+00

CONSTRUCTION NOTES:

- (5) PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 3" DEPTH.
- (6) PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.
- (7) CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
- (11) CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
- (16) APPLY CRACK SEAL AND TYPE II MICROSURFACING.
- (21) REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
- (22) REMOVE 1.5" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- CONSTRUCT 1.5" AC OVERLAY.
- PULVERIZE EXISTING 3" AC PAVEMENT, REMOVE 1.5" PULV. MATERIAL AND CONSTRUCT 1.5" AC OVERLAY WITH 1.5" AC BASE PAVEMENT.
- PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.
- APPLY CRACK SEAL AND TYPE II MICROSURFACING.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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TWO WORKING DAYS BEFORE YOU DIG
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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Jason Farag, Director of Public Works, PE 86560
Date: 5/24/2023
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK: N/A
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CHERRY STREET
STA. 10+00 TO STA. 23+33

SHEET No. 7 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH07.dwg

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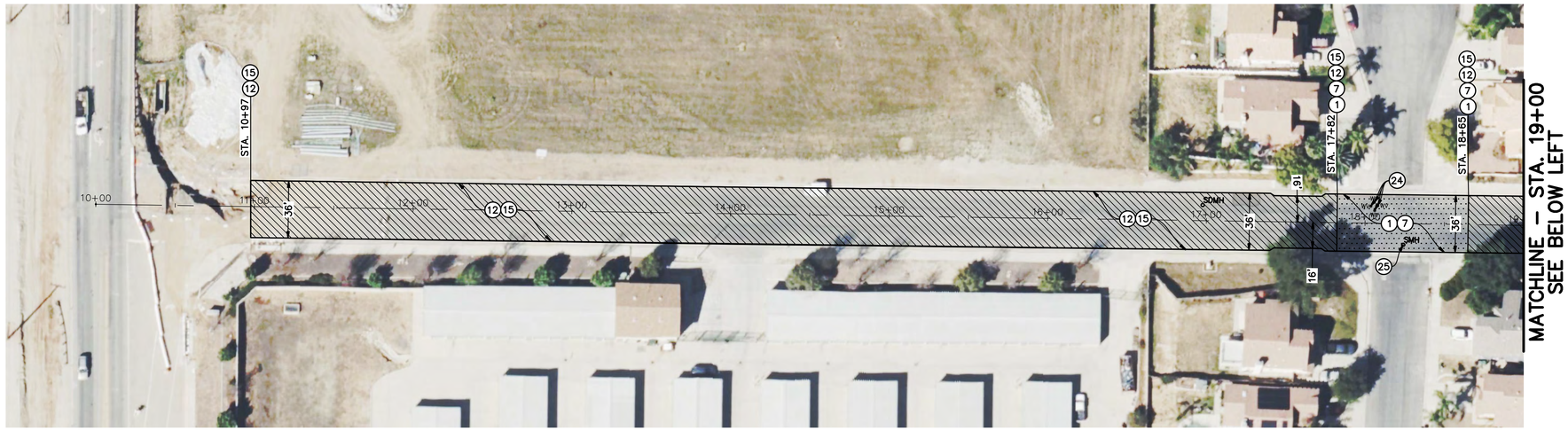
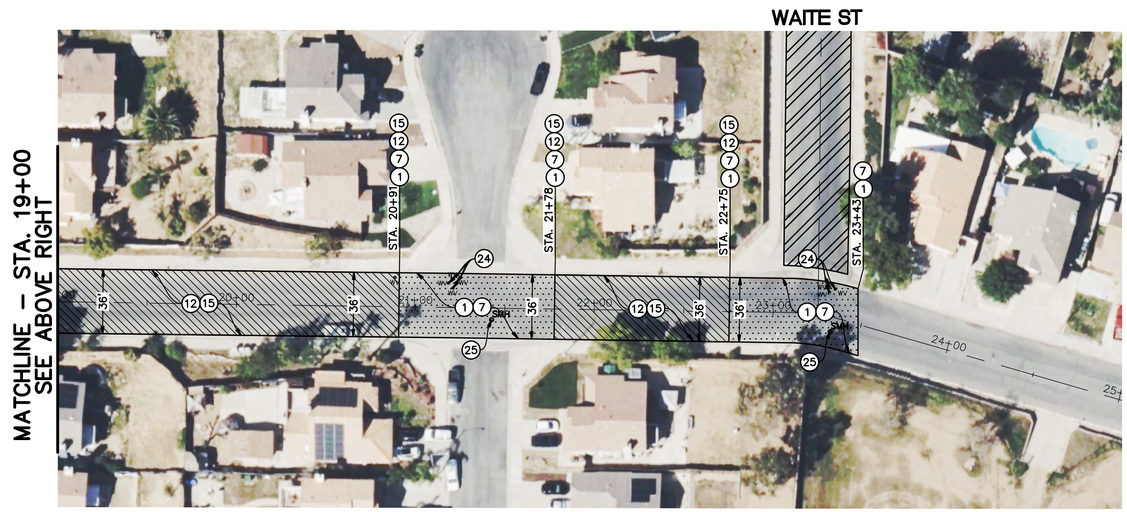
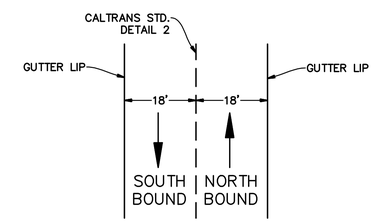


BUNDY CANYON RD

SELLERS ROAD



SELLERS ROAD



PROPOSED STRIPING DETAIL
SELLERS ROAD
STA 10+50 TO STA 18+00

CONSTRUCTION NOTES:

1. GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
7. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
12. APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING.
15. APPLY TYPE II SLURRY SEAL.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- 1.5" GRIND (COLD-MILL) AND CONSTRUCT 1.5" AC OVERLAY.
- APPLY TYPE II SLURRY SEAL OVER ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM).

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK: N/A
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
SELLERS ROAD
STA. 10+00 TO STA . 25+00

SHEET No. 8 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_Sh08.dwg

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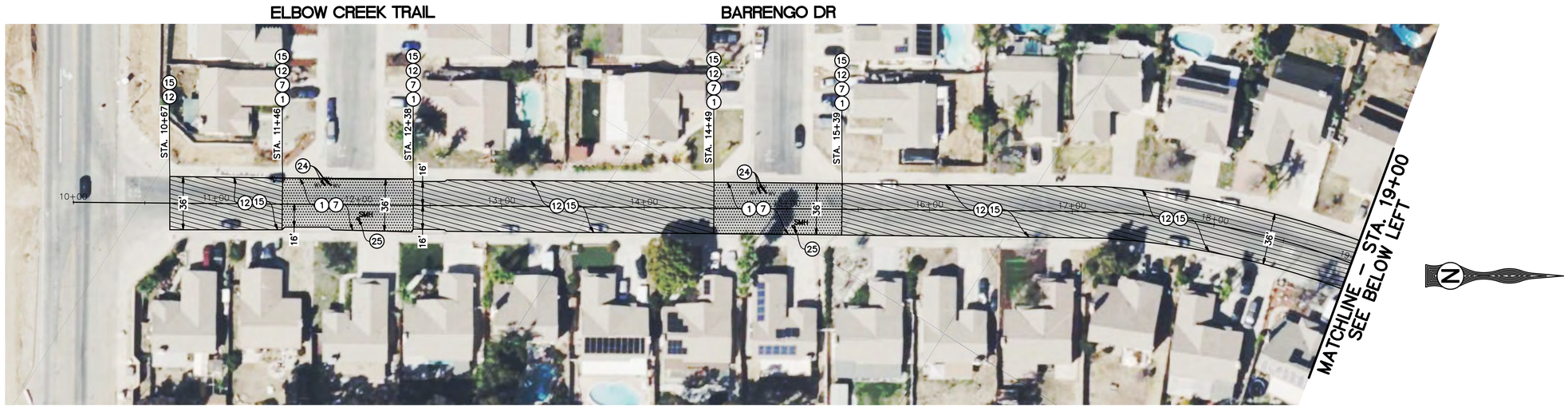
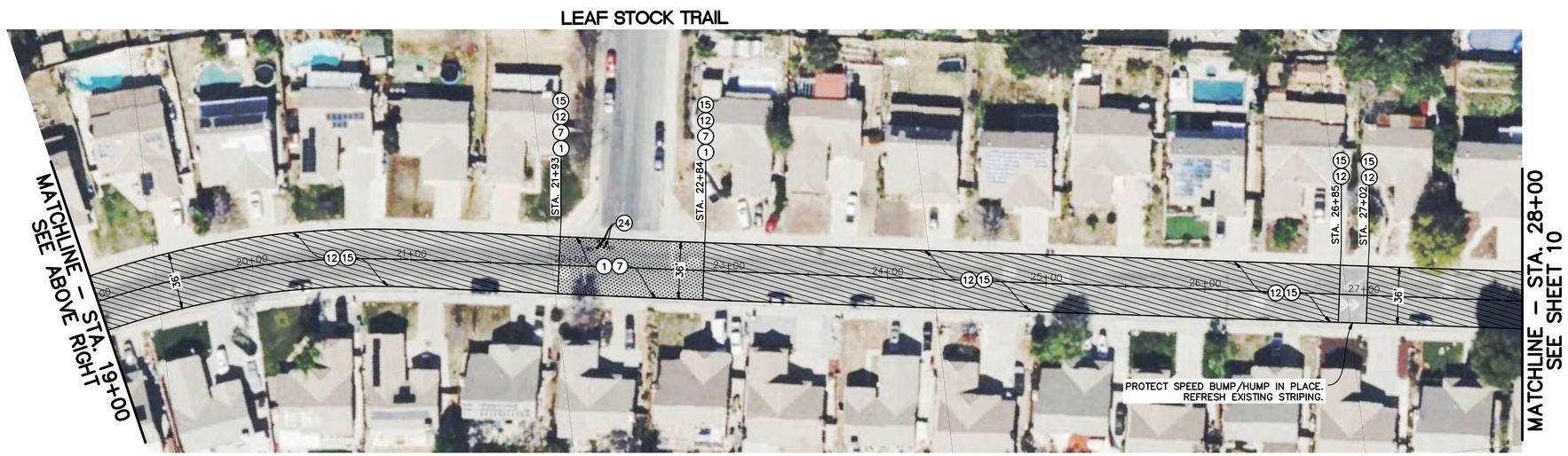


CANYON RANCH ROAD



CANYON RANCH ROAD

CONSTRUCTION NOTES:

1. GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
7. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
12. APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING.
15. APPLY TYPE II SLURRY SEAL.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- 1.5" GRIND (COLD-MILL) AND CONSTRUCT 1.5" AC OVERLAY.
- APPLY TYPE II SLURRY SEAL OVER ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM).

NOTE:

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GRAPHIC SCALE

40 0 20 40 80 160

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PREPARED BY: TERRY M. RENNER
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BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CANYON RANCH ROAD
STA. 10.00 TO STA. 28+00

SHEET No. 9
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH09.dwg

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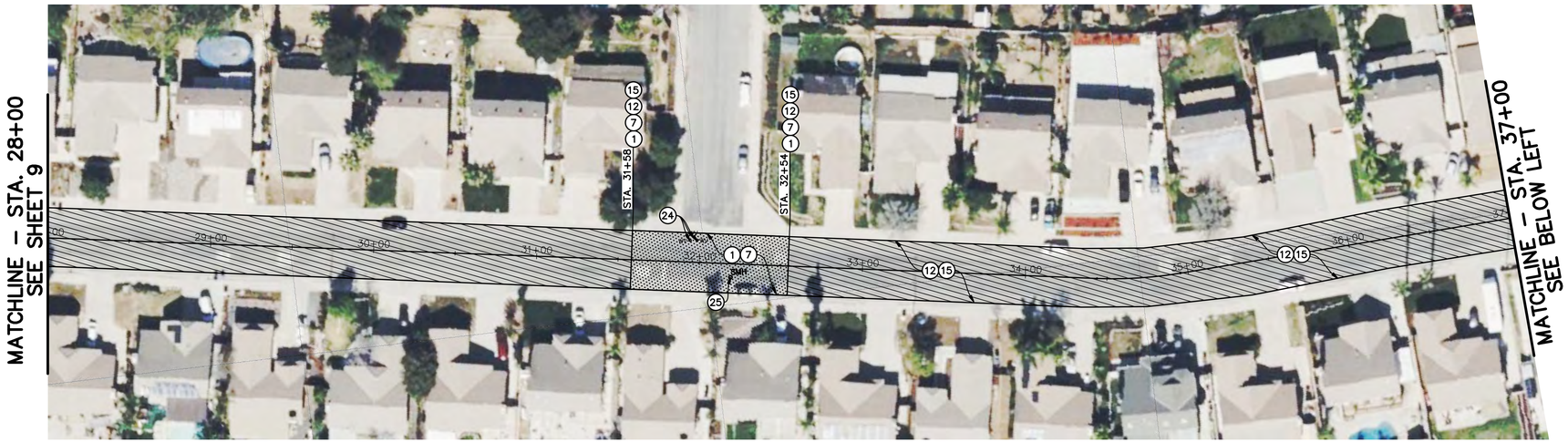
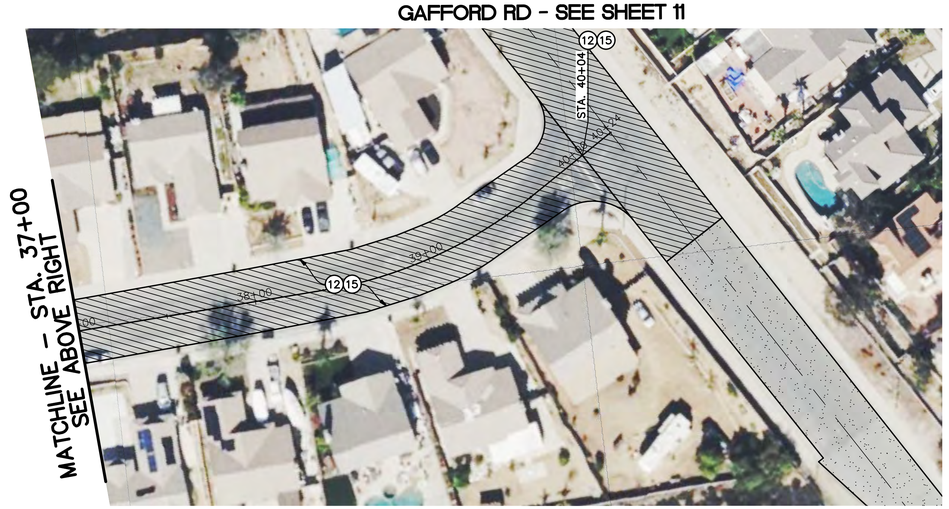
TENT ROCK TRAIL



CANYON RANCH ROAD

GAFFORD RD – SEE SHEET 11



CANYON RANCH ROAD

CONSTRUCTION NOTES:

1. GRIND (COLD–MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.)
7. CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
12. APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING.
15. APPLY TYPE II SLURRY SEAL.
24. ADJUST EXISTING WATER/GAS VALVE TO GRADE.
25. ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- 1.5" GRIND (COLD–MILL) AND CONSTRUCT 1.5" AC OVERLAY.
- APPLY TYPE II SLURRY SEAL OVER ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM).

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK: N/A
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CANYON RANCH ROAD
STA. 28+00 TO STA. 40+24

SHEET No. 10 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH10.dwg

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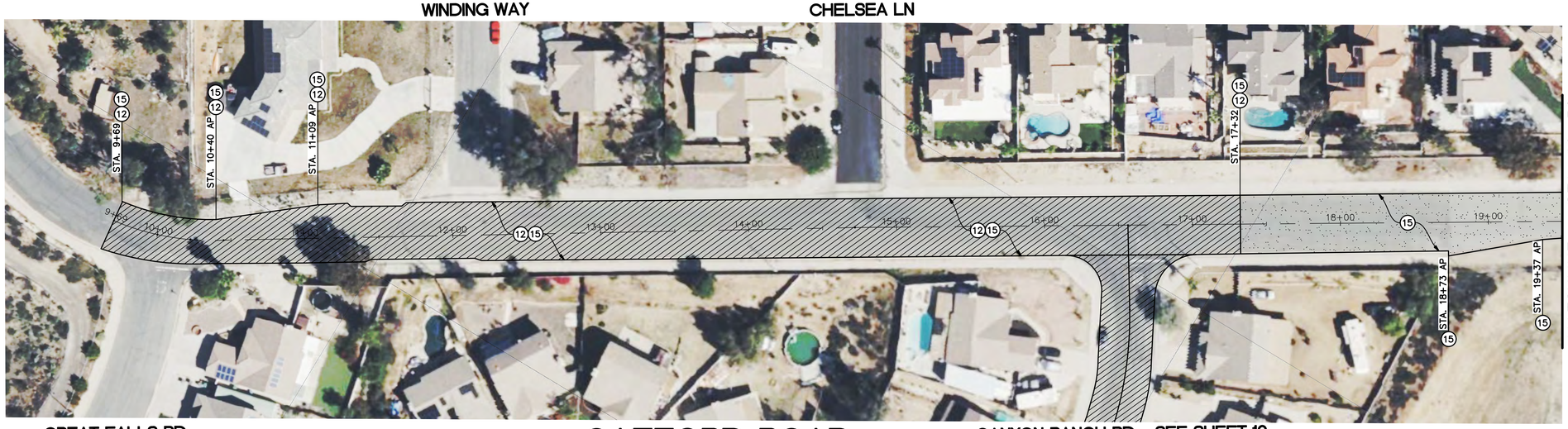

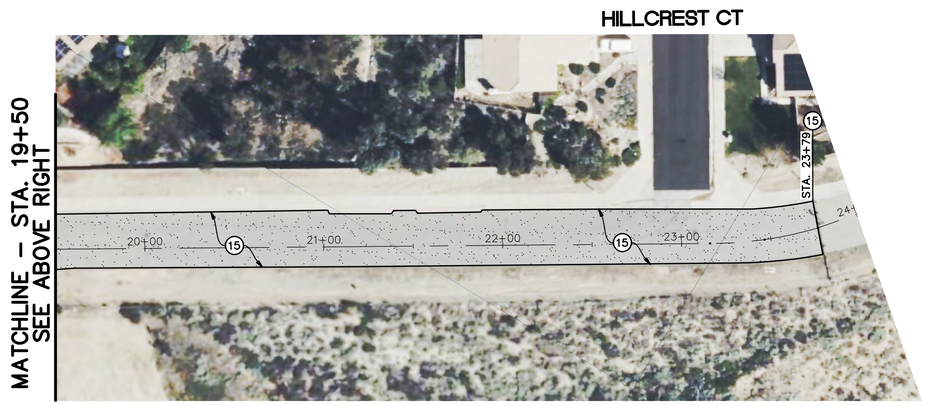

CONSTRUCTION NOTES:

(12) APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING.

(15) APPLY TYPE II SLURRY SEAL.

HATCH LEGEND:

— APPLY TYPE II SLURRY SEAL OVER ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM).

— APPLY TYPE II SLURRY SEAL.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
6/24/2023
Date
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
GAFFORD ROAD
STA. 9+69 TO STA. 24+00

SHEET No. 11 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_Sh11.dwg

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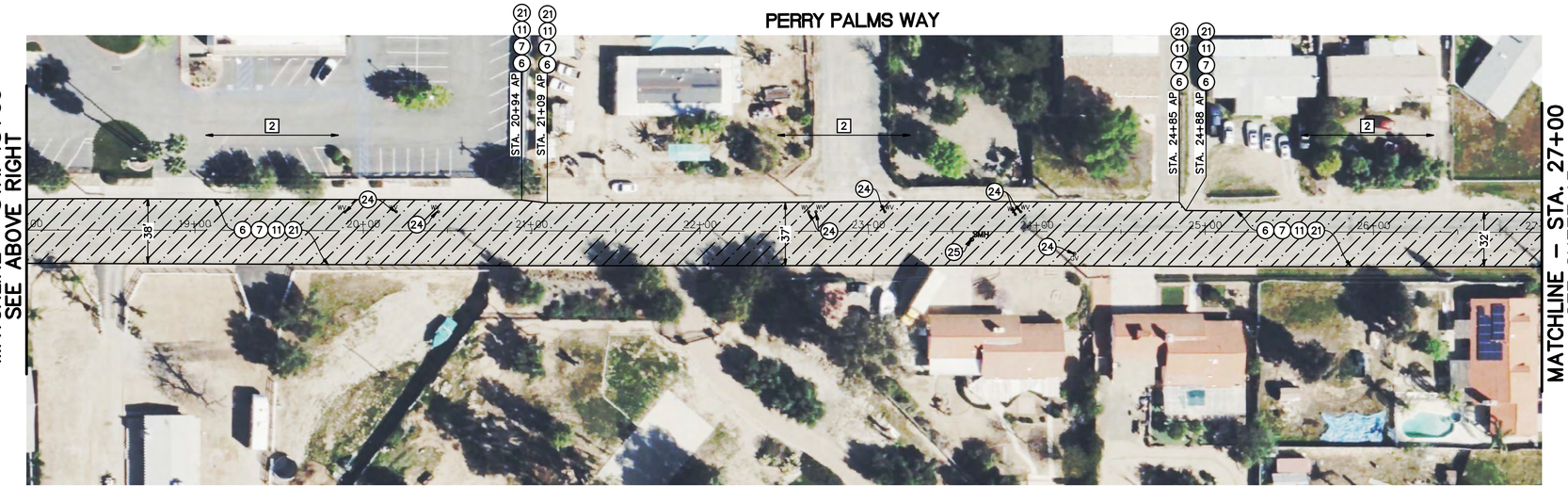
MISSION TRAIL

WALNUT STREET

PERRY PALMS WAY



WALNUT STREET

CONSTRUCTION NOTES:

- (6) PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.
- (7) CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
- (11) CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
- (21) REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

GENERAL NOTES:

- [2] CONTRACTOR TO REPROFILE ROADWAY WITH 3% CROSSFALL FROM CENTERLINE.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

HATCH LEGEND:

PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
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ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK: N/A
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WALNUT STREET
STA. 10+00 TO STA. 27+00

SHEET No. 12 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH12.dwg

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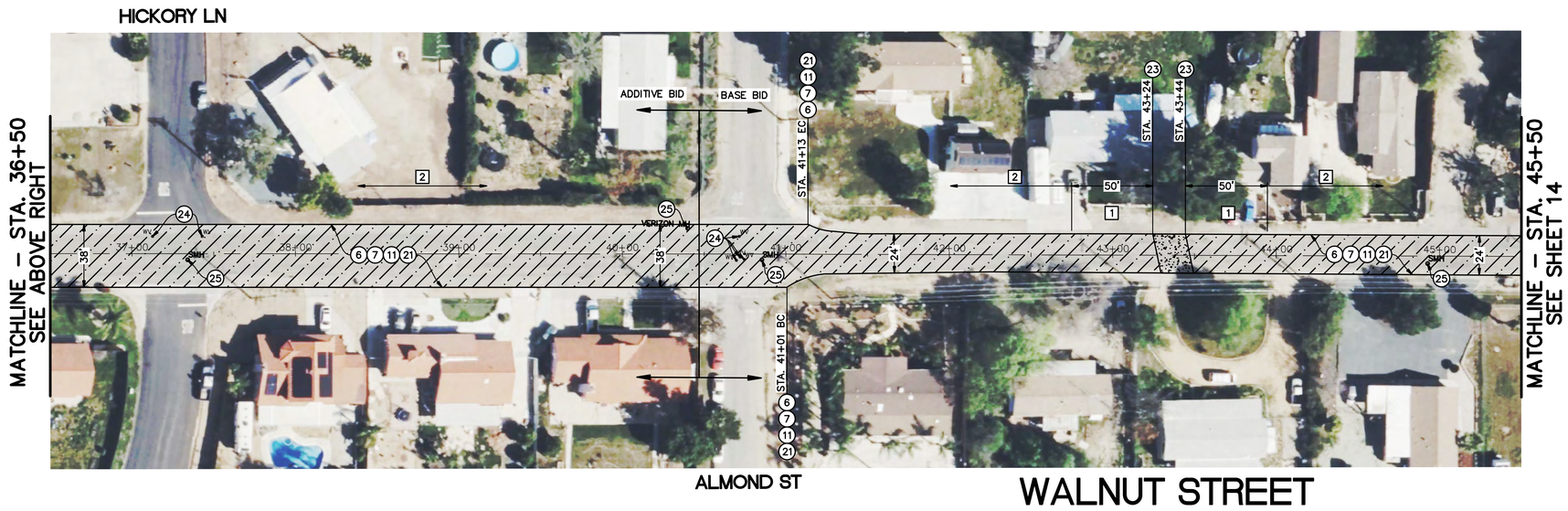

CONSTRUCTION NOTES:

(6) PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.

(7) CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.

(11) CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.

(21) REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.

(23) CONSTRUCT 8" PCC PAVEMENT DRAINAGE CROSSING. CONTRACTOR TO PROVIDE SWALE AND MATCH EXISTING ELEVATIONS AT NORTH AND SOUTH SIDE OF ROAD.

(24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.

(25) ADJUST EXISTING MANHOLE TO GRADE.

GENERAL NOTES:

[1] CONTRACTOR TO RESHAPE ROADWAY TO CONSTRUCT ARIZONA CROSSING.

[2] CONTRACTOR TO REPROFILE ROADWAY WITH 3% CROSSFALL FROM CENTERLINE.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

HATCH LEGEND:

PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.

PROPOSED CONCRETE

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
5/24/2023
Date
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WALNUT STREET
STA. 27+00 TO STA. 45+50

SHEET No. 13
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH13.dwg

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WALNUT STREET

WALNUT STREET

CONSTRUCTION NOTES:

- (6) PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.
- (7) CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
- (11) CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
- (21) REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

GENERAL NOTES:

- [2] CONTRACTOR TO REPROFILE ROADWAY WITH 3% CROSSFALL FROM CENTERLINE.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

HATCH LEGEND:

PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 6/26/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WALNUT STREET
STA. 45+50 TO STA. 63+50

SHEET No. 14
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH14.dwg

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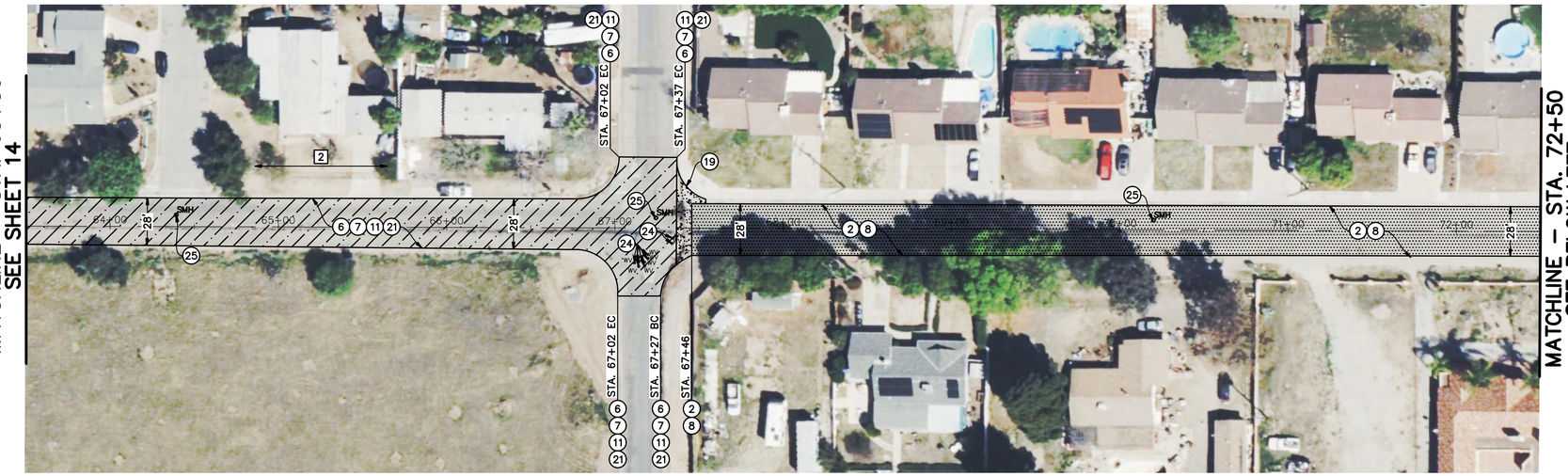
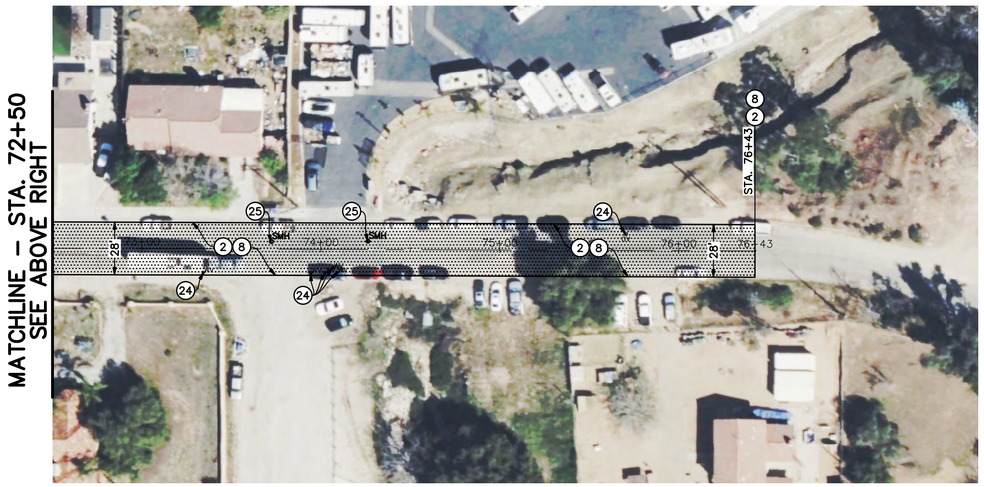


WALNUT STREET



WALNUT STREET

CONSTRUCTION NOTES:

- (2) GRIND (COLD–MILL) EXISITNG ASPHALT CONCRETE (2" MIN.)
- (6) PULVERIZE EXISTING ASPHALT CONCRETE IN PLACE TO 6" DEPTH.
- (7) CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY.
- (8) CONSTRUCT 2" ASPHALT CONCRETE OVERLAY.
- (11) CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT.
- (19) REMOVE AND RECONSTRUCT CROSS GUTTER PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 209.
- (21) REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95%.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

GENERAL NOTES:

[2] CONTRACTOR TO REPROFILE ROADWAY WITH 3% CROSSFALL FROM CENTERLINE.

NOTE:

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HATCH LEGEND:

- 2" GRIND (COLD–MILL) AND CONSTRUCT 2" AC OVERLAY.
- PULVERIZE EXISTING 6" AC PAVEMENT, REMOVE 3" PULV. MATERIAL AND CONSTRUCT 3" AC PAVEMENT.

N

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/24
CIVIL
STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WALNUT STREET
STA. 63+50 TO STA. 76+43

SHEET No. 15
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH15.dwg

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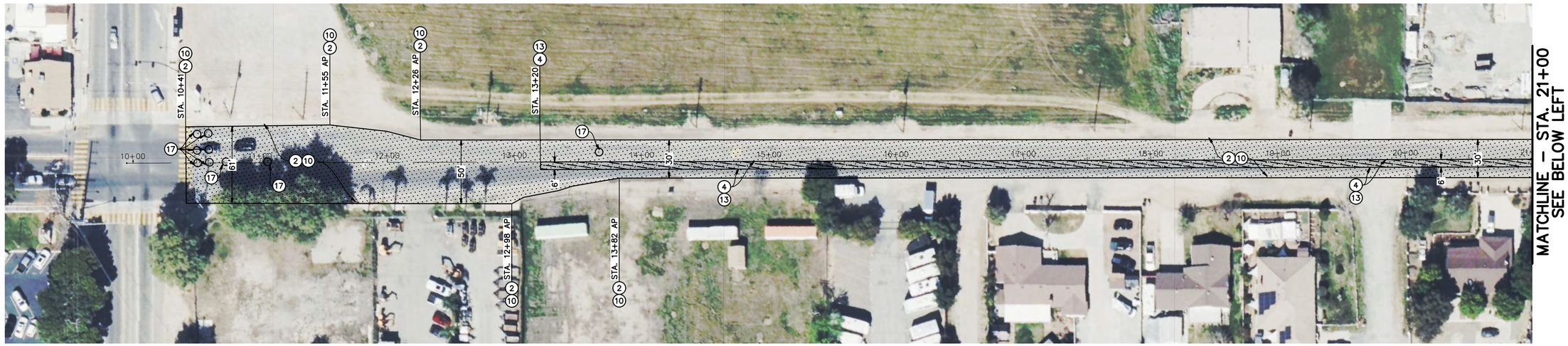

CONSTRUCTION NOTES:

- (2) GRIND (COLD–MILL) EXISITNG ASPHALT CONCRETE (2" MIN.)
- (4) REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (6" TOTAL SECTION REMOVAL).
- (10) CONSTRUCT 2" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
- (13) CONSTRUCT 4" ASPHALT CONCRETE BASE PAVEMENT.
- (17) REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- 2" GRIND (COLD–MILL) AND CONSTRUCT 2" ARHM OVERLAY.
- REMOVE EXISTING AC PAVEMENT AND OR SUBGRADE (6" TOTAL DEPTH).

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/24
CIVIL
STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WILDOMAR TRAIL
STA. 10+00 TO STA. 31+00

SHEET No. 16
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH16.dwg

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CONSTRUCTION NOTES:

- (2) GRIND (COLD–MILL) EXISITNG ASPHALT CONCRETE (2" MIN.)
- (4) REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (6" TOTAL SECTION REMOVAL).
- (10) CONSTRUCT 2" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY.
- (13) CONSTRUCT 4" ASPHALT CONCRETE BASE PAVEMENT.
- (17) REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- 2" GRIND (COLD–MILL) AND CONSTRUCT 2" ARHM OVERLAY.
- REMOVE EXISTING AC PAVEMENT AND OR SUBGRADE (6" TOTAL DEPTH).

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

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(IN FEET)
1 INCH = 40 FEET

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ENGINEER				CITY	

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ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
WILDOMAR TRAIL
STA. 31+00 TO STA. 43+00

SHEET No. 17 OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH17.dwg

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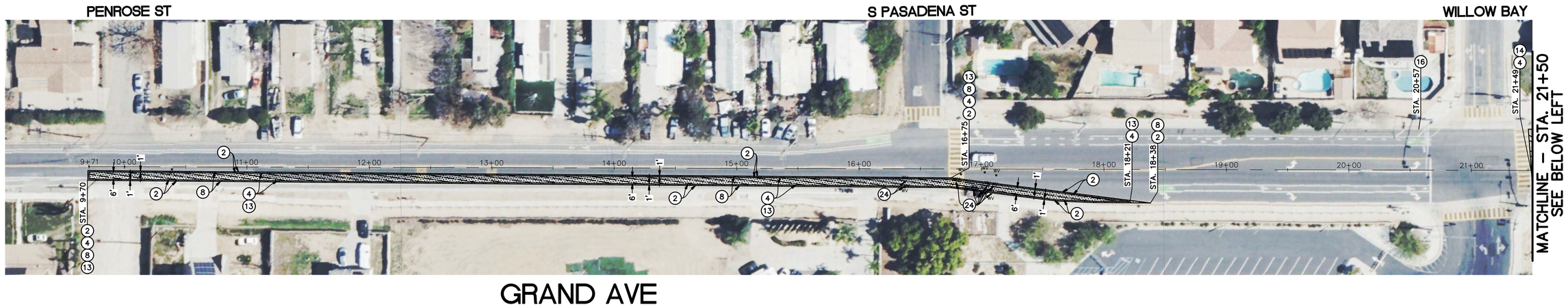

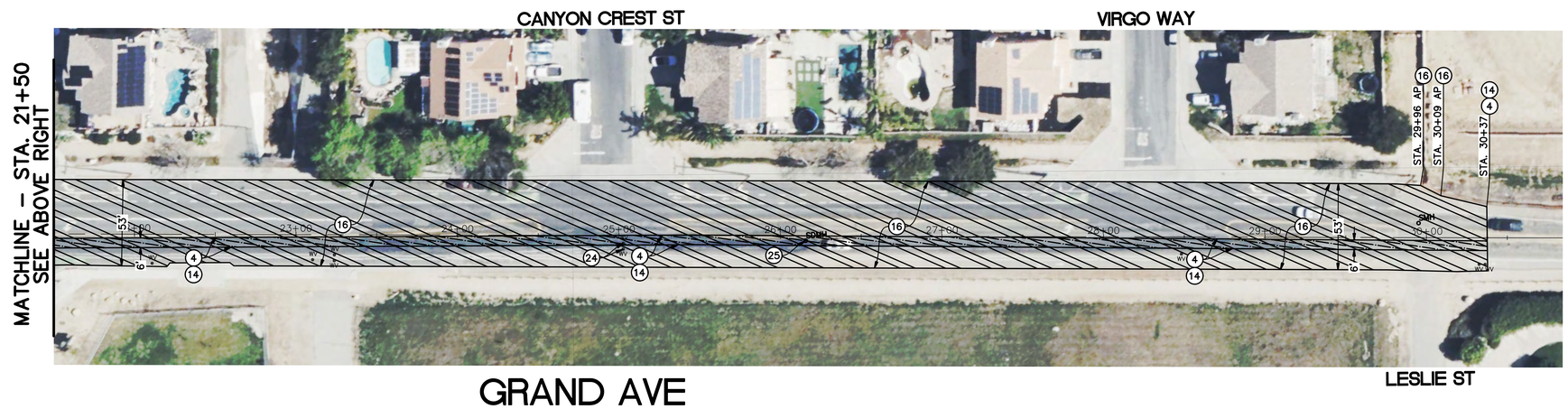

CONSTRUCTION NOTES:

- (2) GRIND (COLD-MILL) EXISITNG ASPHALT CONCRETE (2" MIN.)
- (4) REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE (6" TOTAL SECTION REMOVAL).
- (8) CONSTRUCT 2" ASPHALT CONCRETE OVERLAY.
- (13) CONSTRUCT 4" ASPHALT CONCRETE BASE PAVEMENT.
- (14) CONSTRUCT 6" ASPHALT CONCRETE BASE PAVEMENT.
- (16) APPLY CRACK SEAL AND TYPE II MICROSURFACING.
- (24) ADJUST EXISTING WATER/GAS VALVE TO GRADE.
- (25) ADJUST EXISTING MANHOLE TO GRADE.

HATCH LEGEND:

- APPLY CRACK SEAL AND TYPE II MICROSURFACING.
- REMOVE EXISTING AC PAVEMENT AND OR SUBGRADE (6" TOTAL DEPTH).
- 2" GRIND (COLD-MILL) AND CONSTRUCT 2" AC OVERLAY.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date: 5/24/2023
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER TERRY M. RENNER No. 69984 Exp. 9/30/24 CIVIL STATE OF CALIFORNIA

TKE ENGINEERING
(951) 680-0440
2305 CHICAGO AVE
RIVERSIDE, CA 92507
PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
GRAND AVE
STA. 9+70 TO STA. 30+37

SHEET No. 18
OF 19 SHTS

S:\CADD\151-24 Citywide Pavement Rehabilitation\Plan Set\151-24_SH18.dwg

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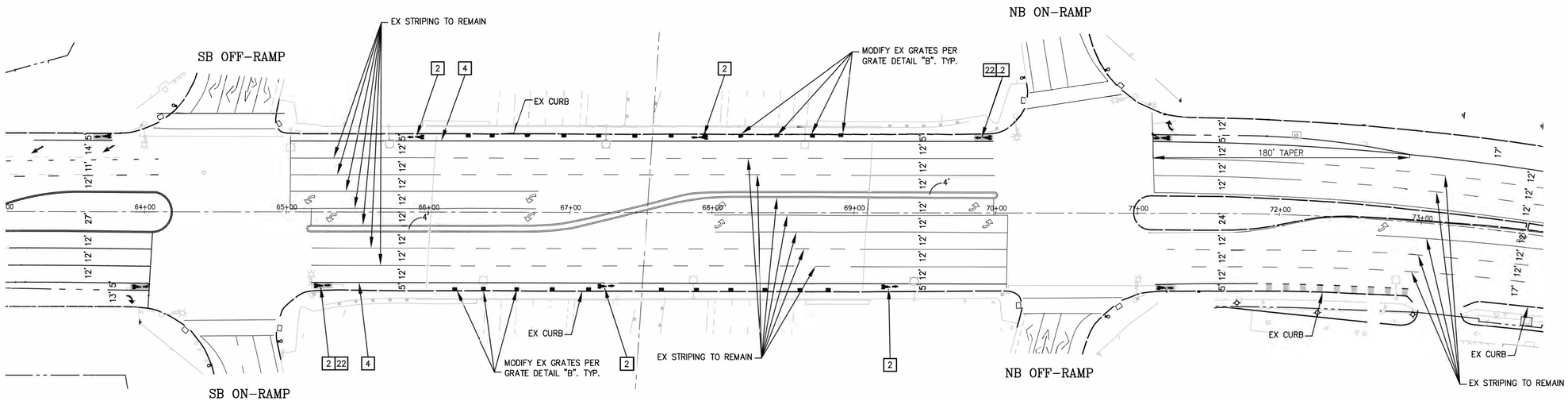
CLINTON KEITH RD



SIGNING AND STRIPING NOTES:

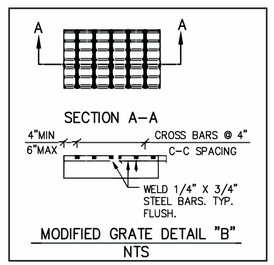
2 INSTALL BIKE LEGEND AND ARROW PER CALTRANS STANDARD PLAN A24C AND A24A AS SHOWN.

4 PAINT 6" WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 39.

22 INSTALL 4' X 20' GREEN PAD STRIPING.

NOTE:

ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN KIND TO CURRENT CALTRANS STANDARD PLANS A20A–A24F, UNLESS OTHERWISE SPECIFIED.



0 20 40 80 120
1 INCH = 40 FEET

DIGALERT
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The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
5/24/2023
Date:
Jason Farag, Director of Public Works, PE 86560
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/24
CIVIL
STATE OF CALIFORNIA

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PREPARED BY: TERRY M. RENNER
R.C.E. No. 69984 EXP. 09/30/2024

BENCHMARK:
N/A
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CITYWIDE PAVING PROJECT
CLINTON KEITH RD
SIGNING AND STRIPING

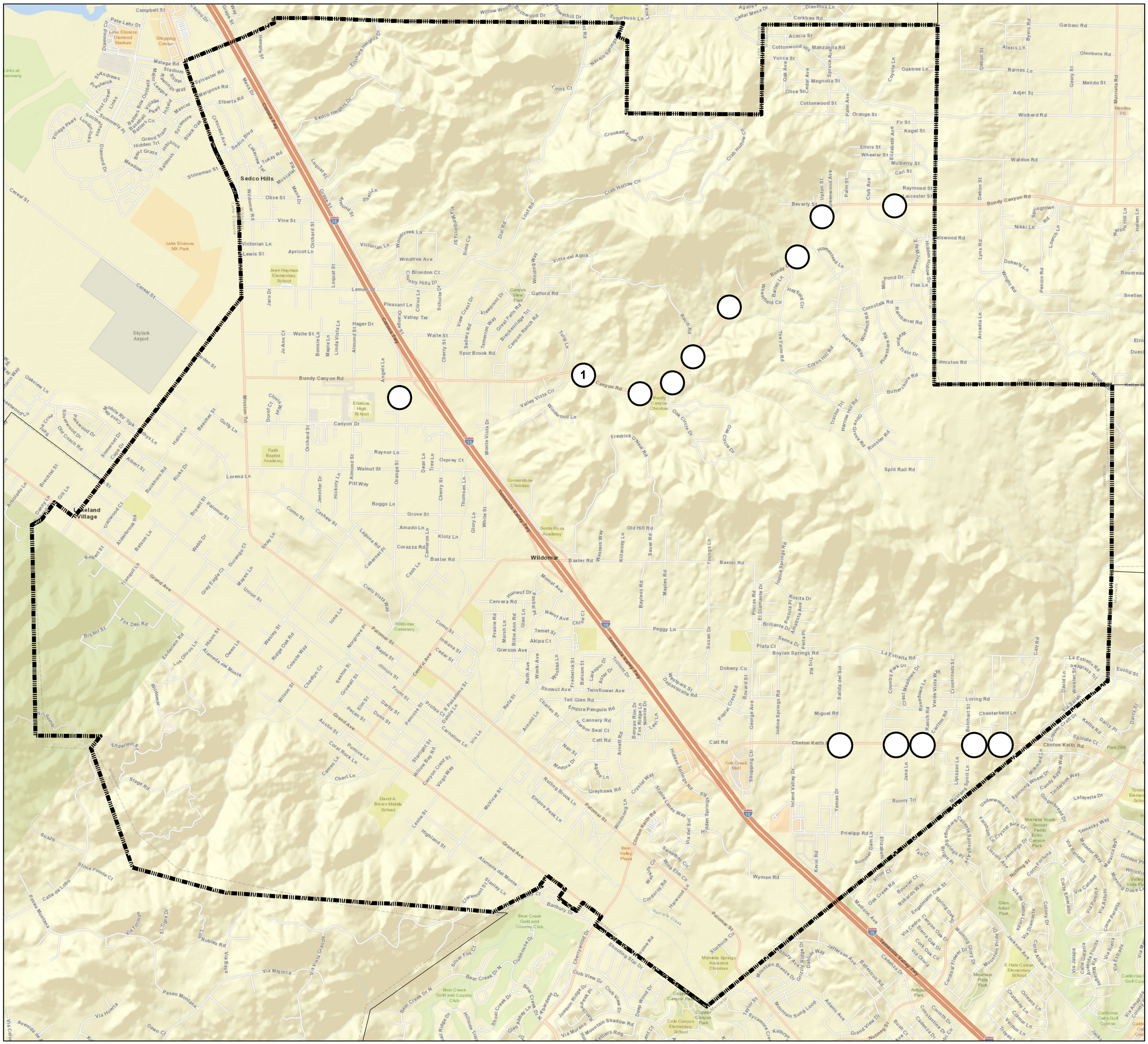
SHEET No. 19
OF 19 SHTS

DocuSign Envelope ID: C9464260-042F-41DC-A60B-54894D27F4E3

Appendix B. Spot Repair Locations

1. Bundy Canyon Road End of Construction, Eastbound Lane – 1060 SF
2. 23302 Bundy Canyon Road, Eastbound Lane – 416 SF
3. Bundy Canyon Road East of Oak Circle, Eastbound Lane – 456 SF
4. 23749 Bundy Canyon Road, Westbound Lane – 1500 SF
5. 23742 Bundy Canyon Road, Eastbound Lane – 1228 SF
6. Bundy Canyon Road Eastbound Lane between the Farm Road and Harvest Way - 400 SF
7. Bundy Canyon Road between Green Meadow Way and Harvest Way, Eastbound and Westbound Lanes – 6624 SF
8. Bundy Canyon Road between East Harvest Way and Cottonwood Eastbound Lane – 400 SF
9. Orange Street between Canyon Drive and Bundy Canyon Road – 820 SF
10. Clinton Keith Road east of Carrington, Eastbound Lane – 3168 SF
11. Clinton Keith Road east of Bridle Path, Eastbound Lane – 240 SF
12. Clinton Keith Road west of Smith Ranch, Westbound Lane – 668 SF
13. Clinton Keith Road between Smith Ranch and Elizabeth – 1500 SF
14. Clinton Keith Road at Salida Del Sol – 6960 SF

Appendix B. Spot Repair Locations Exhibit



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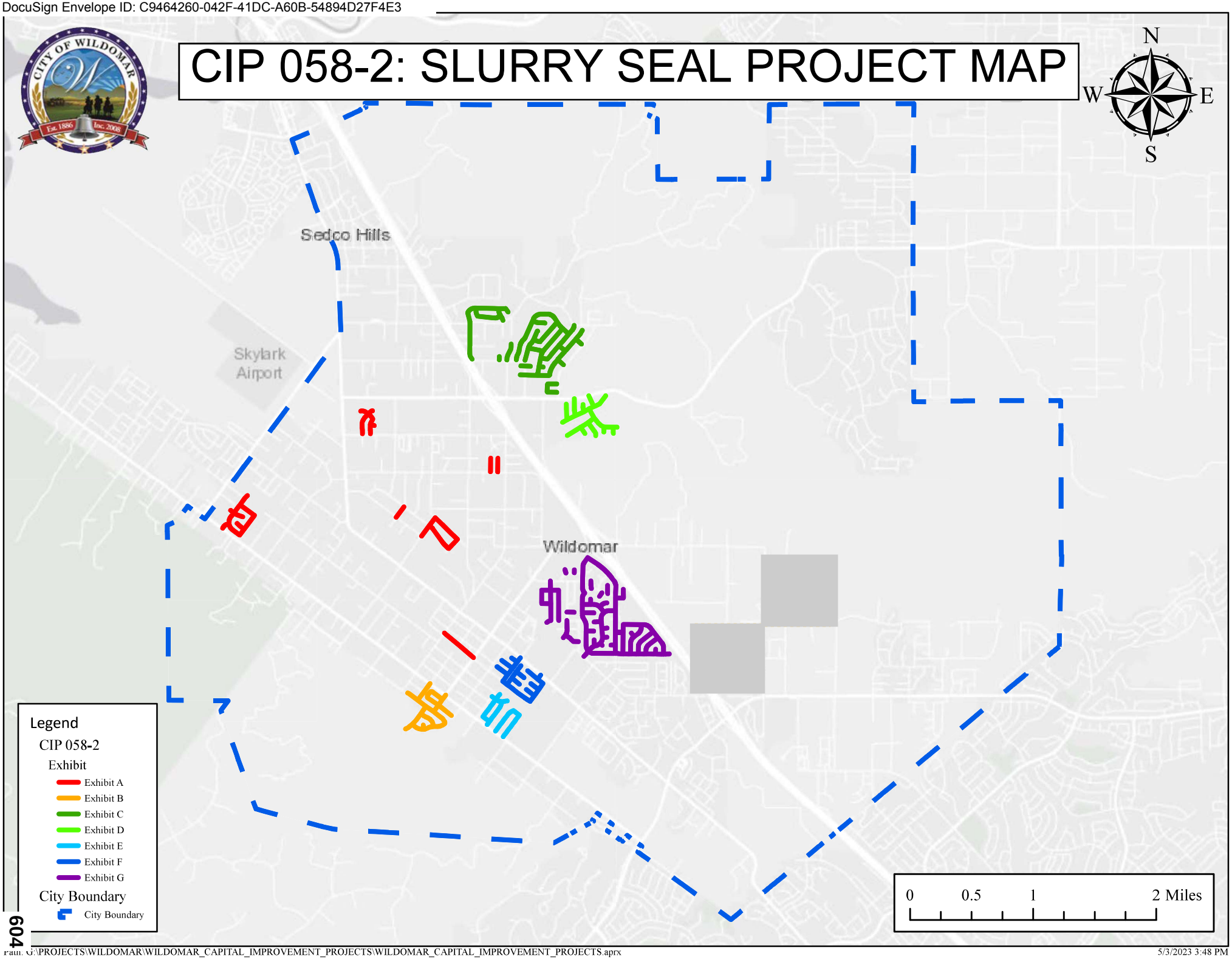
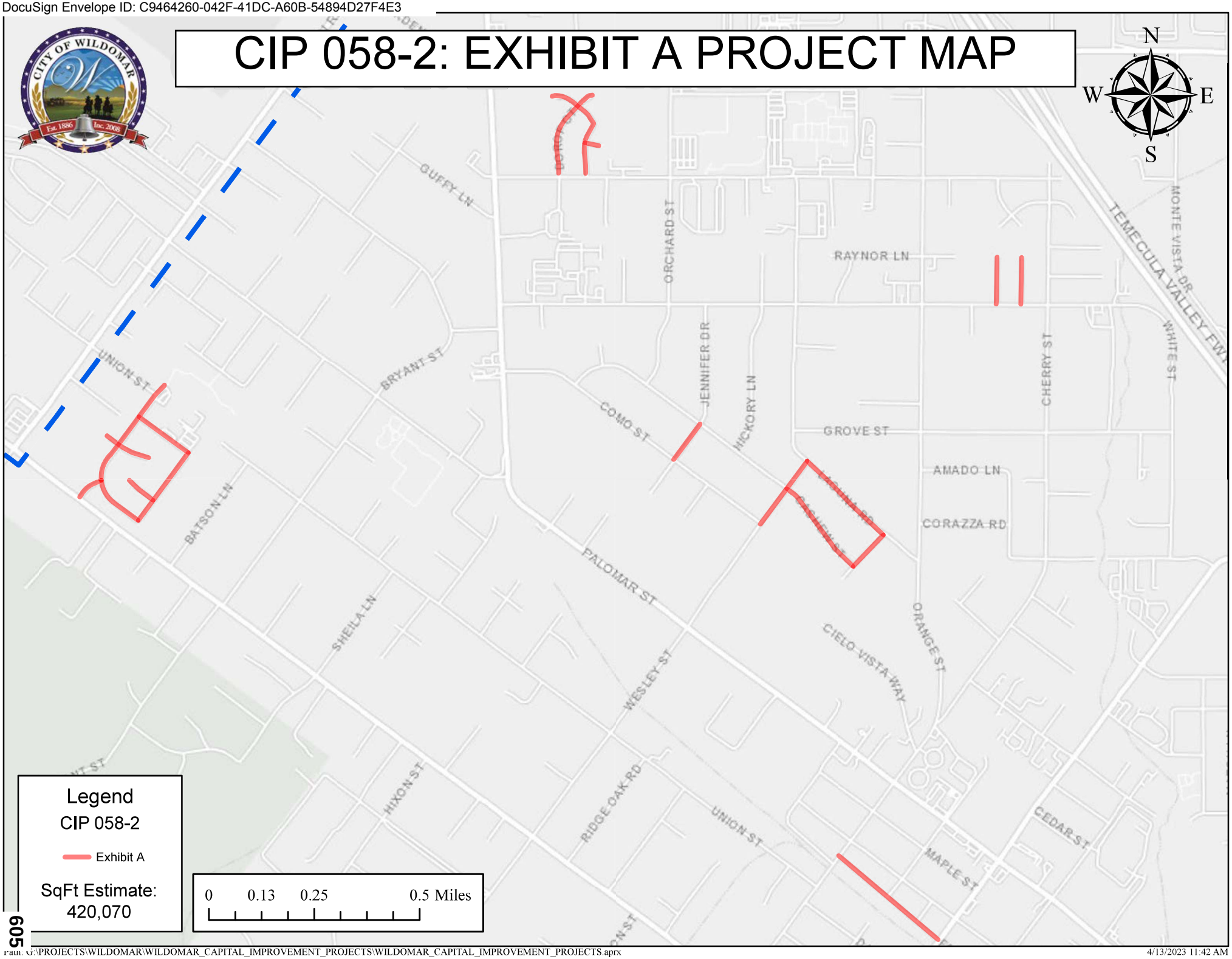
Appendix C. Type II Slurry Seal Map Exhibits

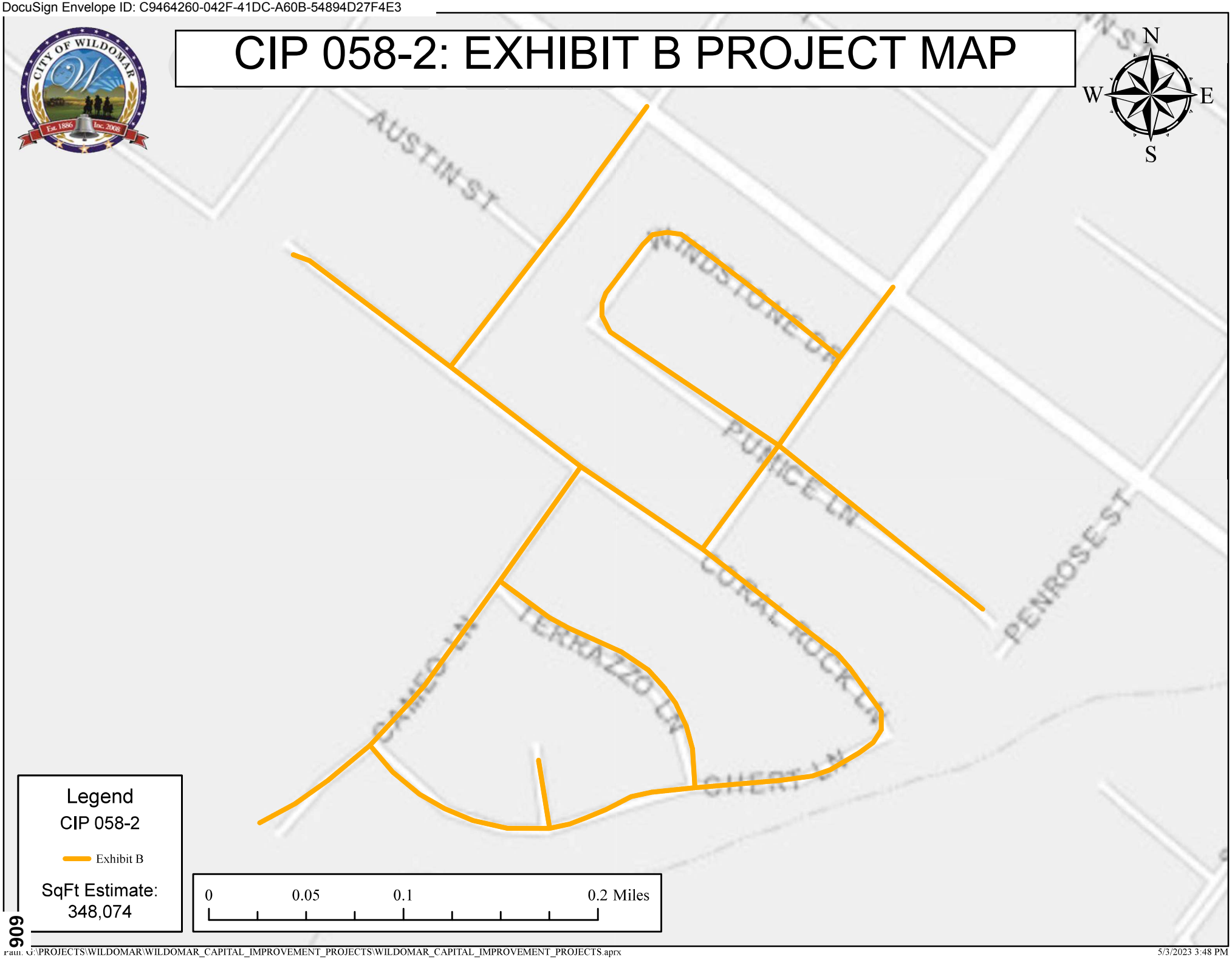
CIP 058-2: SLURRY SEAL PROJECT MAP



CIP 058-2: EXHIBIT A PROJECT MAP

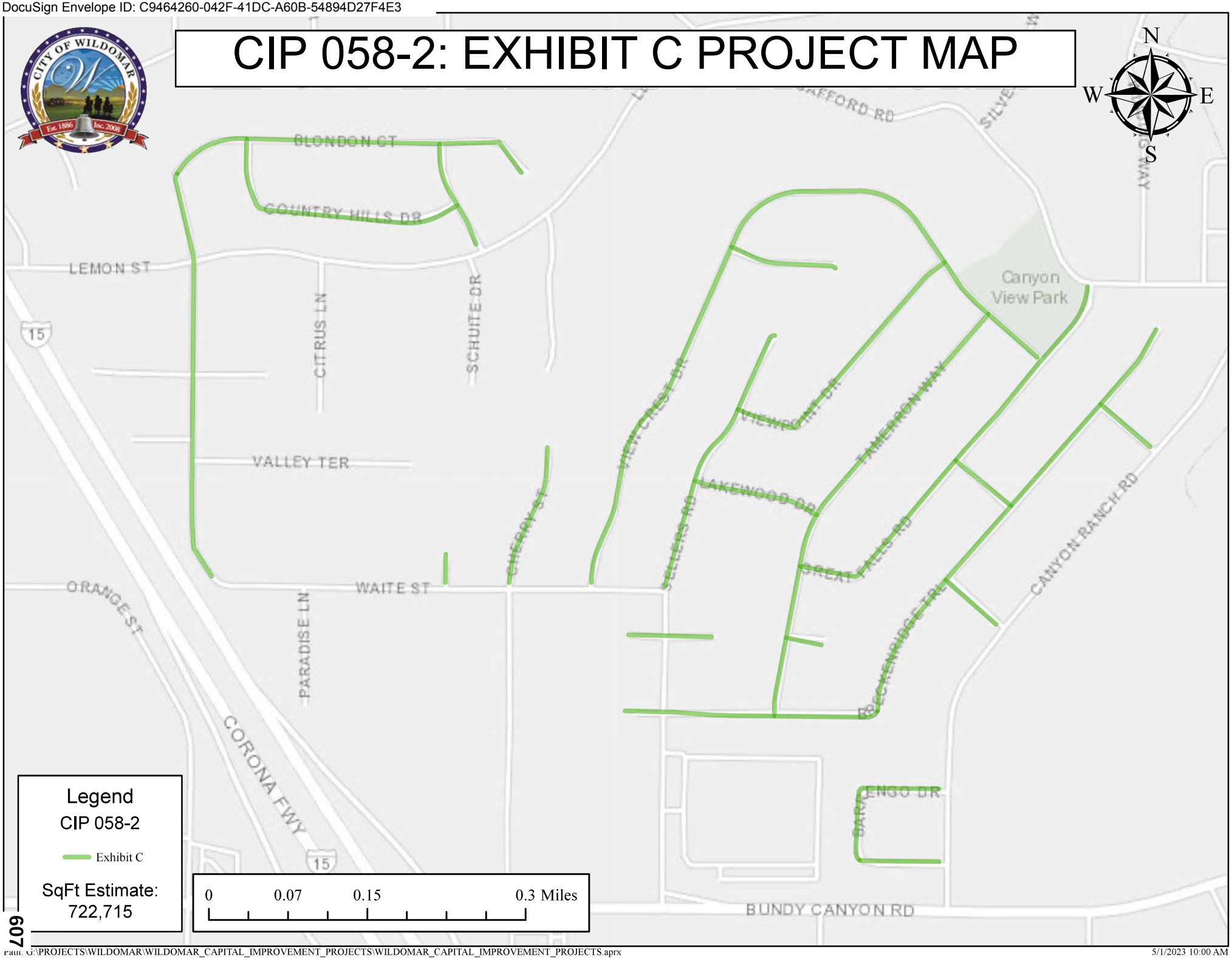


CIP 058-2: EXHIBIT B PROJECT MAP

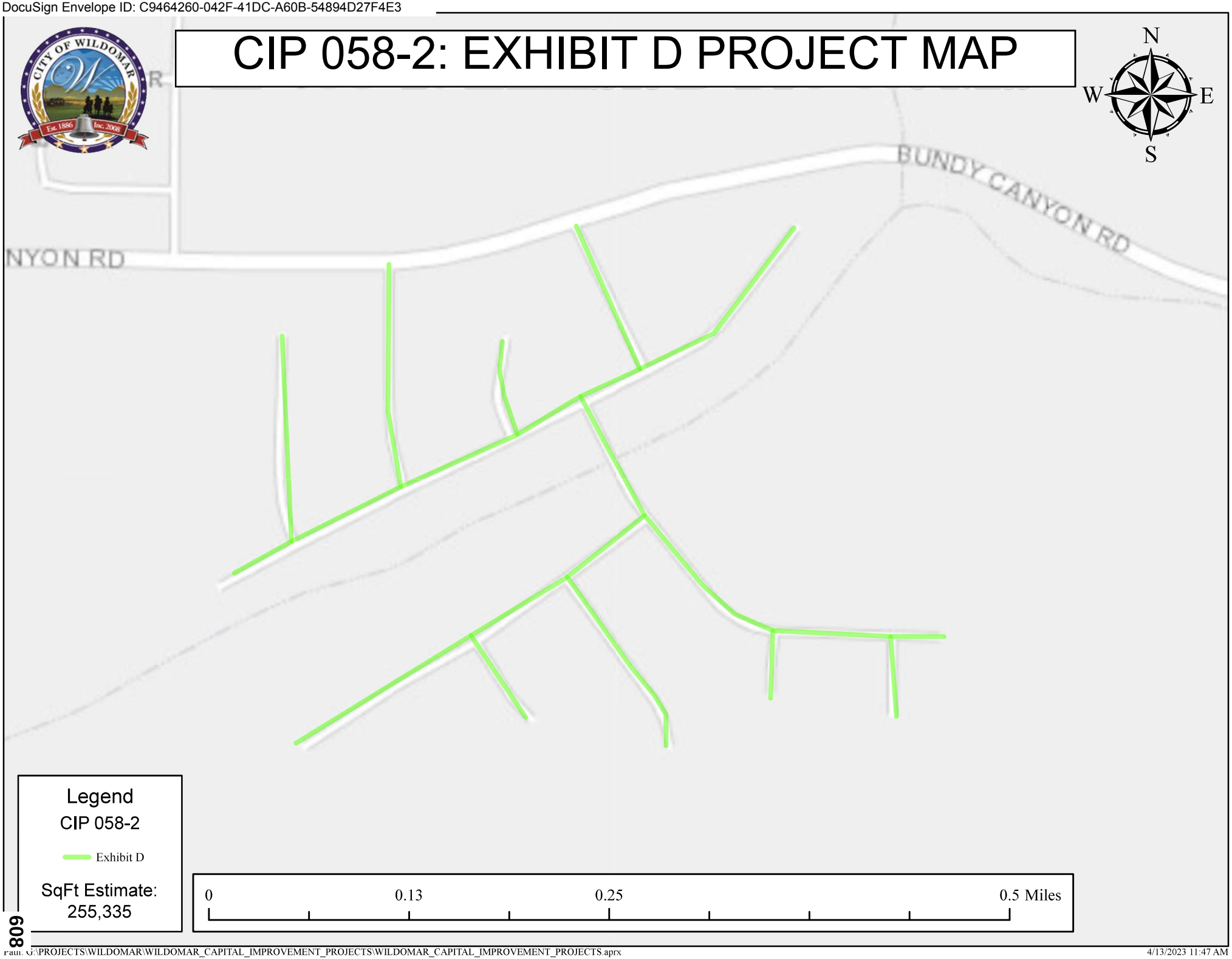


DocuSign Envelope ID: C9464260-042F-41DC-A60B-54894D27F4E3

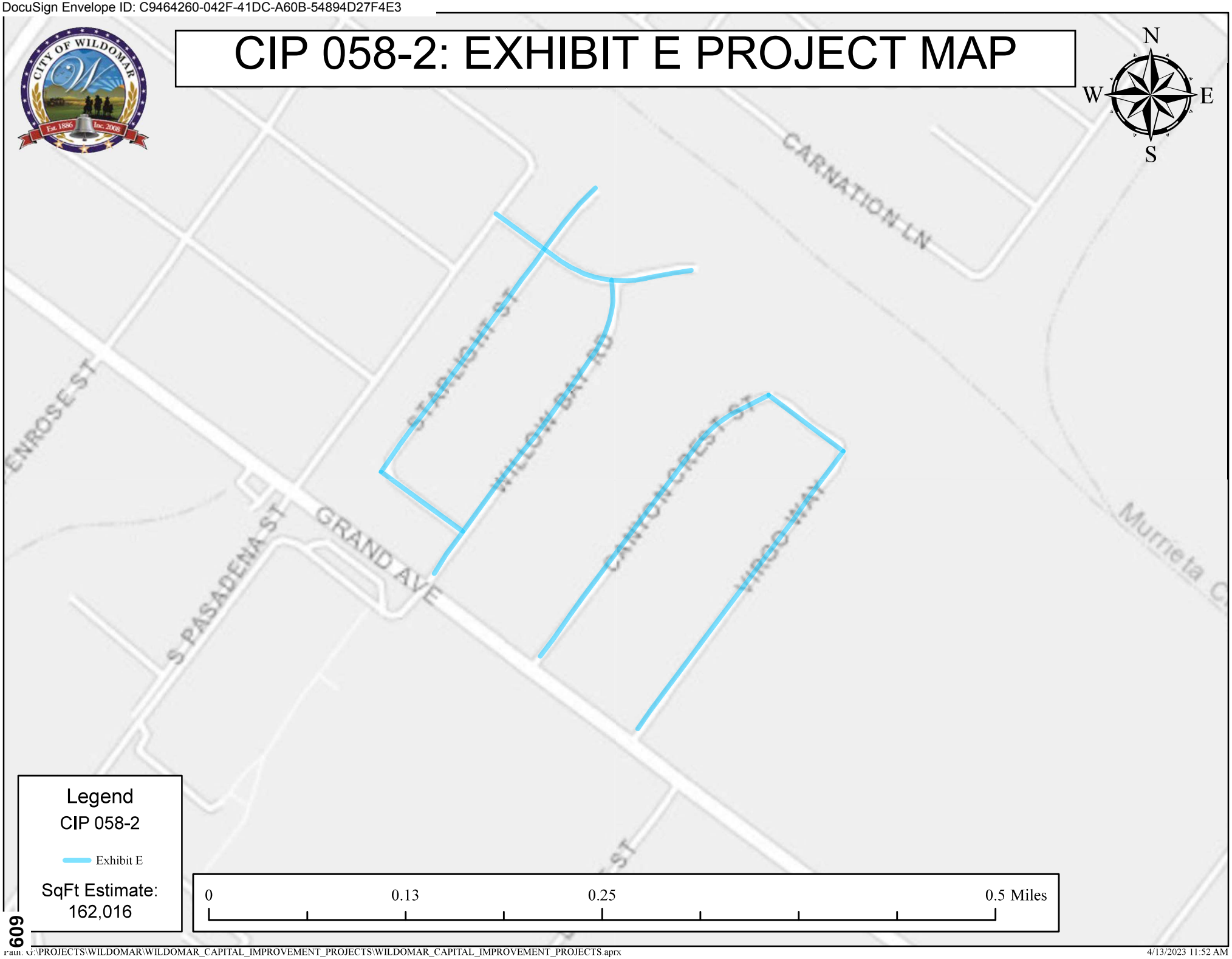
CIP 058-2: EXHIBIT C PROJECT MAP



CIP 058-2: EXHIBIT D PROJECT MAP

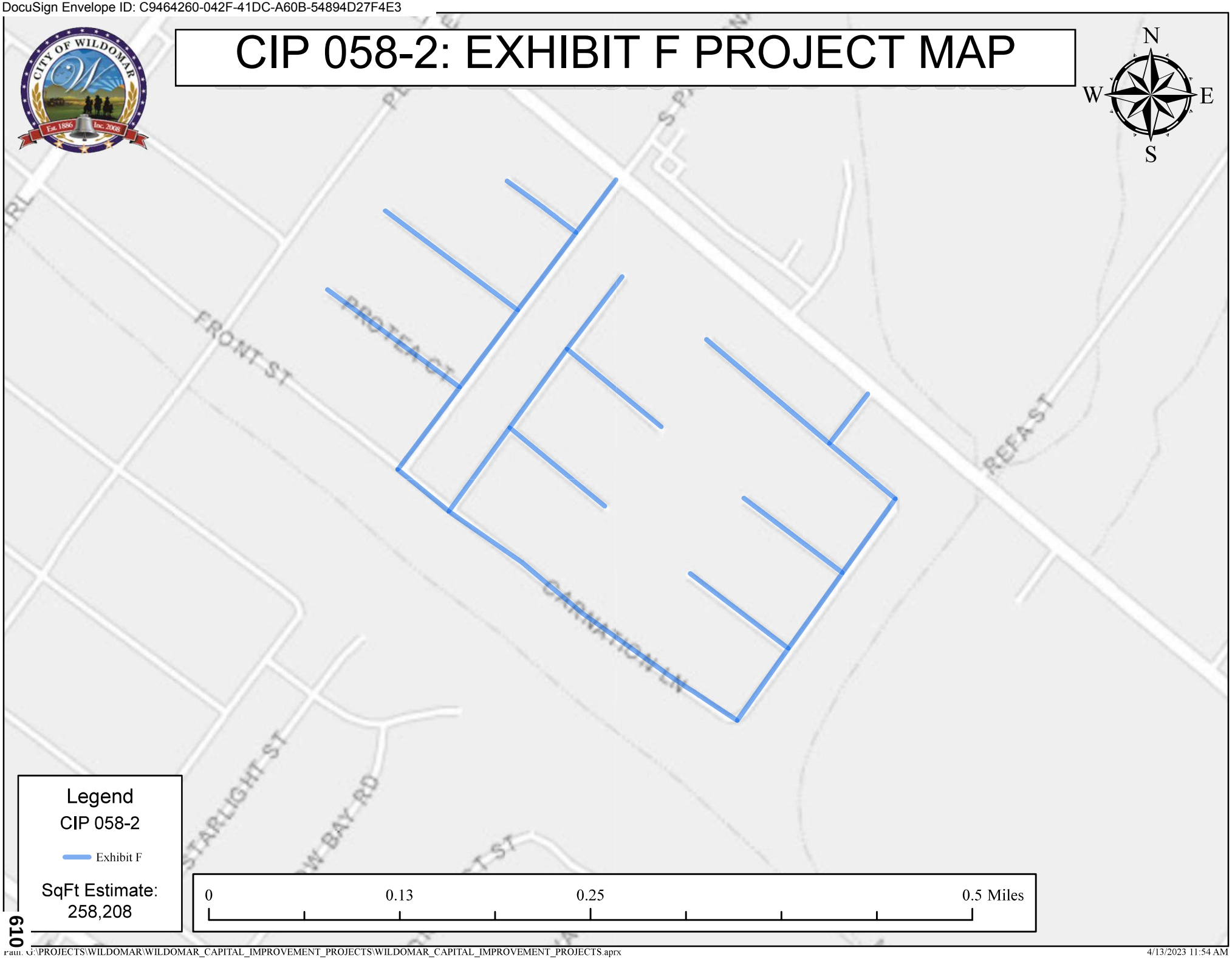


CIP 058-2: EXHIBIT E PROJECT MAP

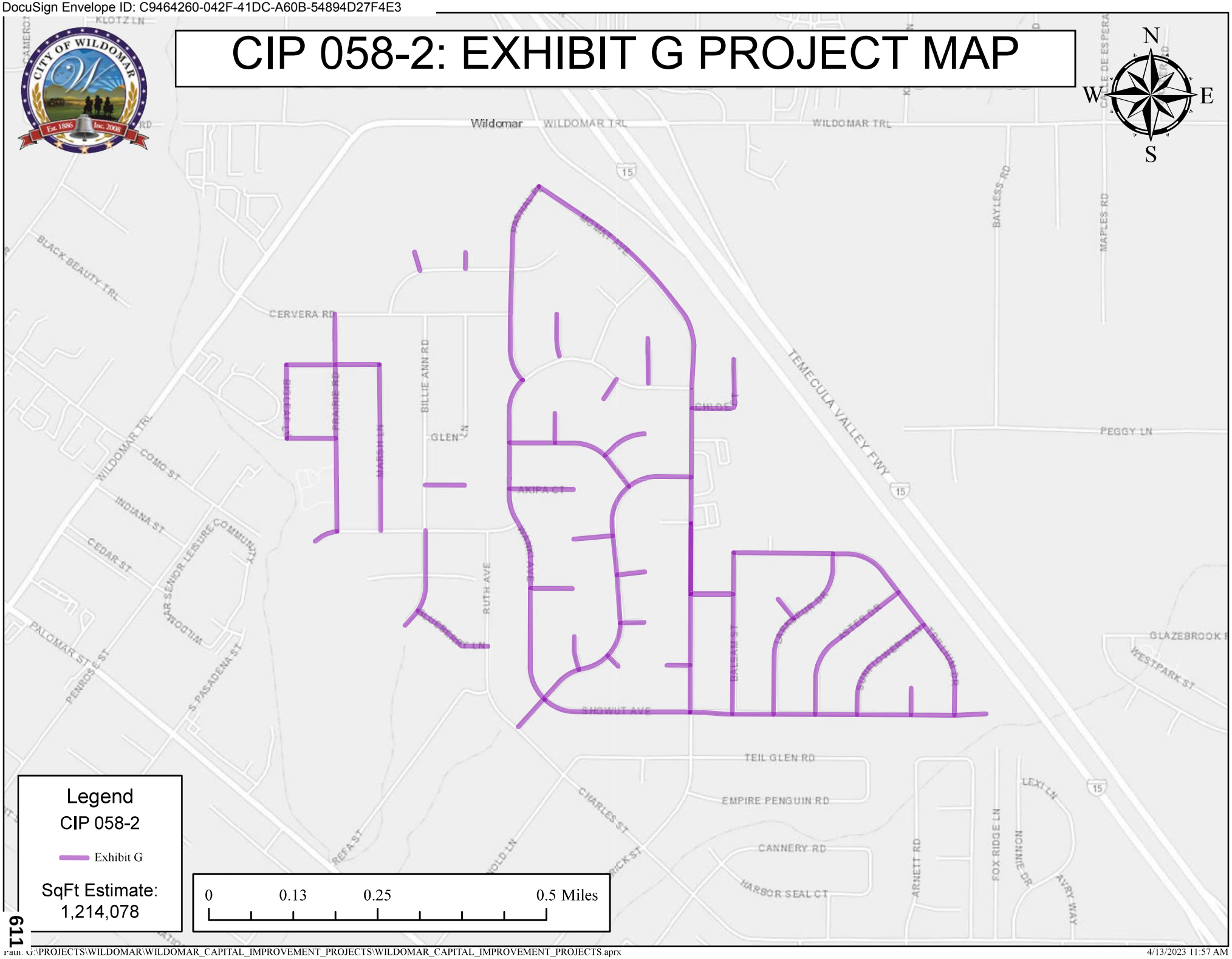


DocuSign Envelope ID: C9464260-042F-41DC-A60B-54894D27F4E3

CIP 058-2: EXHIBIT F PROJECT MAP



CIP 058-2: EXHIBIT G PROJECT MAP



Legend

CIP 058-2

Exhibit G

SqFt Estimate: 1,214,078

0 0.13 0.25 0.5 Miles

DO NOT OPEN WITH REGULAR MAIL BID FOR" ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2"

RECEIVED

JUN 1 2 2023

CITY OF WILDOMAR

Time: 1:49 pm

ALL AMERICAN
ASPHALT
AN EQUAL OPPORTUNITY EMPLOYER

P.O. BOX 2229, CORONA, CA 92878-2229

TO:

Wildomar City Hall
23873 Clinton Keith Road Suite 110
Wildomar, CA 92595

RETURN REQUESTED

612

ADDENDUM No. 1

for

Road Maintenance and Rehabilitation & Slurry Seal Project, CIP 057-2/058-2

6/6/23

The following amendments are made to the Plans and Bid Documents for the Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2):

ITEM 1 – Corrected Bid Schedule

Section C. Bid Schedule contained minor clerical errors in a few items, with figures already entered in unit price columns by mistake. An unaltered Bid Schedule is attached.

ITEM 2 – Updated Appendix B Exhibit

The various locations that were provided in **Appendix B. Spot Repair Locations** had incurred a legibility issue. The attached Exhibit has been updated to show all locations.

ITEM 3 – Contractor Temporary Staging Area

At the request of the responsive bidder submitting the lowest responsible bid, access may be granted to the following Wildomar Cemetery District Property, APN 376-060-031, for the purpose of providing the Contractor a temporary construction staging area for the duration of the project at no cost. Staging areas are required to be included in the SWPPP.

The approval of this License Agreement would be presented to the Wildomar Cemetery District Council under a separate Agenda Item from the 'Award of Construction Contract' Item that is presented to the City Council. Attached is an example of the License Agreement and Exhibit showing the location of the Property.

ITEM 4 – Contractor Questions

Question #1 - "What is the Engineers Estimate?"

Answer #1 - $4,000,000

No other questions were submitted by the 5:00pm deadline on Friday, June 2nd, 2023.

Approved By: _____ DATE: **June 6, 2023**

Cameron Luna, Project Manager

Acknowledged By: _____ DATE: 6/6/23

Proposer's Signature

Edward Earlson, VP

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

PART I. Bid Schedule and Bid Form

Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial:_____ Date: 6/8/23

Bid Form

To be filled in and signed by the bidder.

Initial: KP Date: 6/8/23

PART II. Bond Accompanying Bid

This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

Initial:_____ Date: 6/8/23

PART III. Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial:_____ Date: 6/8/23

PART IV. Experience/Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial:_____ Date: 6/8/23

PART V. Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial:_____ Date: 6/8/23

PART VI. Insurance Requirements

Part III, Section 22 of the Agreement for Construction Services, for this project have been read and understood.

Initial:_____ Date: 6/8/23

PART VII. Project Inspection

The bidder certifies that he has toured the project site, and is familiar with the work involved.

Initial:_____ Date: 6/8/23

PART VIII. Bond Requirements

The bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount will be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount will also be required.

Initial:_____ Date: 6/8/23

PART IX. Completion

The City makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial:_____ Date: 6/8/23

PART X. Addenda

The bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial:_____ Date: 6/8/23

Section B.
Bid Proposal Form

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled **ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT (CIP 057-2 & 058-2),** in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

Said bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within **One Hundred Fifty (150) Working Days**, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

The bidder acknowledges it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time the bid may not be withdrawn. The bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, (✓) surety bid bond (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is Fidelity and Deposit Company of Maryland in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Wildomar.

The undersigned bidder agrees that the enclosed cash deposit, cashier's check, or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid. The undersigned bidder further agrees that this amount is the measure of the liquidated damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form constitute each subcontractor and the address and location of place of business of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars ($10,000.00), whichever is greater, and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned.

All bidders shall complete all of the following:

Contractor's Name (Printed):	All American Asphalt
Bidders Signature:	
Bidder's Name (Printed):	Edward J. Carlson
Bidders Title:	Vice President
Address:	400 E. 6th St., Corona, CA 92879
Phone Number:	951-736-7600
Email Address:	publicworks@allamericanasphalt.com
Date:	6/8/23
Contractor's License Number:	267073
Contractor's License Classification:	A, C-12
Contractor's License Exp. Date:	1/31/2024

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Section C.
Bid Schedule

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

"SCHEDULE A" - ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Mobilization, Demobilization, Bonds, Insurance and Miscellaneous	LS	1	90,000	90,000
2	Traffic Control System	LS	1	120,000	120,000
3	Water Pollution Control Program	LS	1	4,500	4,500
4	Construction Surveys	LS	1	32,000	32,000
5	Install Traffic Signing and Striping	LS	1	~~135,0~~ 130,000 ~~130,000~~	130,000
6	Grind (Cold-Mill) Existing Asphalt Concrete (1.5" Min.)	SF	292,266	.24	70,143.84
7	Grind (Cold-Mill) Existing Asphalt Concrete (2" Min.)	SF	172,358	.32	55,154.56
8	Remove Existing Asphalt Concrete Pavement and/or subgrade to 3" Depth	SF	156,814	.69	108,201.66
9	Remove Existing Asphalt Concrete Pavement and/or subgrade to 6" Depth	SF	25,939	2.35	60,956.65
10	Pulverize Existing Asphalt Concrete Pavement to 3" Depth	SF	21,611	.20	4,322.20
11	Pulverize Existing Asphalt Concrete Pavement to 6" Depth	SF	102,333	.25	25,583.25

"SCHEDULE A" - ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
12	Construct 1.5" Asphalt Concrete Overlay	SF	75,479	1.05	79,252.95
13	Construct 2" Asphalt Concrete Overlay	SF	48,941	1.45	70,964.45
14	Construct 1.5" Asphalt Rubberized Hot Mix (ARHM) Overlay	SF	427,109	1.10	469,819.90
15	Construct 2" Asphalt Rubberized Hot Mix (ARHM) Overlay	SF	144,027	1.50	216,040.50
16	Construct 1.5" Asphalt Concrete Base Pavement	SF	280,758	.85	238,644.30
17	Construct 4" Asphalt Concrete Base Pavement	SF	20,610	2.60	53,586.
18	Construct 6" Asphalt Concrete Base Pavement	SF	5,329	4.25	22,648.25
19	Apply Type II PME-RAP Slurry Seal (3,380,500 SF)	TONS	1,785	355	633,675
20	Apply 3/8" Asphalt Rubber Aggregate Membrane (ARAM) Surfacing	SF	157,382	.65	102,298.30
21	Apply Type II Microsurfacing	SF	76,198	2.95	224,784.10
22	Remove and Reconstruct PCC Concrete Curb Ramp	EA	4	7,500	30,000
23	Remove and Reconstruct PCC Concrete Cross Gutter/Spandrel	SF	455	55	25,025
24	Remove and Reconstruct 8" PCC Concrete Curb and Gutter	LF	75	150	11,250
25	Remove 1.5" of Pulverized Asphalt, and Compact Remaining to 95%	SF	21,611	.95	20,530.45
26	Remove 3" of Pulverized Asphalt, and Compact Remaining to 95%	SF	102,333	1	102,333

"SCHEDULE A" - ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
27	Replace Existing Traffic Signal Loops to Match Existing	EA	104	390	40,560
28	Adjust Existing Water/Gas Valve to Grade	EA	111	75	8,325
29	Adjust Existing Manhole to Grade	EA	38	1,400	53,200
30	Full Depth Removal and Repair (3" Total Depth) – SEE APPENDIX B	SF	23,720	4.50	~~106,740~~ 106,740
31	Construct 8" PCC Pavement Drainage Crossing	SF	477	30	14,310
32	Modification of Existing Grate Inlet	EA	23	1,800	41,400
				Total In Figures:	3,266,249.36

Note: LS = Lump Sum LF = Linear Feet SF = Square Feet EA = Each

TOTAL BID PRICE "SCHEDULE A" IN WORDS:

Three million two hundred thousand sixty-six thousand two hundred forty-nine dollars. thirty-six cents

"ADDITIVE SCHEDULE B" – WALNUT STREET (MISSION TRAIL TO ALMOND ST) ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Traffic Control System	LS	1	30,000	30,000
2	Water Pollution Control Program	LS	1	3,500	3,500
3	Construction Surveys	LS	1	5,000	5,000
4	Install Traffic Signing and Striping	LS	1	7,000	7,000
5	Pulverize Existing Asphalt Concrete Pavement to 6" Depth	SF	104,916	.35	36,720.60
6	Construct 1.5" Asphalt Concrete Overlay	SF	104,916	1.50	157,374
7	Construct 1.5" Asphalt Concrete Base Pavement	SF	104,916	1.50	157,374
8	Remove 3" of Pulverized Asphalt, and Compact Remaining to 95%	SF	104,916	1.10	115,407.60
9	Adjust Existing Water/Gas Valve to Grade	EA	25	75	1,875
10	Adjust Existing Manhole to Grade	EA	9	1,400	12,600
				Total In Figures:	526,851.20

TOTAL BID PRICE "ADDITIVE SCHEDULE B" IN WORDS:

Five hundred twenty-six thousand eight hundred fifty-one dollars twenty cents

"ADDITIVE SCHEDULE C" – ADDITIONAL SLURRY SEAL EXHIBIT ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Traffic Control System	LS	1	60,000	60,000
2	Water Pollution Control Program	LS	1	5,000	~~70~~ 5,000
3	Apply Type II PME-RAP Slurry Seal (933,500 SF)	TONS	468	700	327,600
4	Install Traffic Signing and Striping	LS	1	75,000	75,000
				Total In Figures:	467,600

TOTAL BID PRICE "ADDITIVE SCHEDULE C" IN WORDS:

Four hundred sixty-seven thousand six hundred

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE for SCHEDULE A only, as calculated from Unit Prices. A responsive bid shall include a complete Bid Schedule including ADDITIVE SCHEDULE B and ADDITIVE SCHEDULE C. Award of the contract is at the discretion of the City and may or may not include ADDITIVE bid schedules.

Contractor's Name (Printed): All American Asphalt

Bidders Signature: _____
(Same Signature as on Proposal)

Bidders Name (Printed): Edward J Carlson

Bidders Title: Vice President

Date: 6/8/23

DocuSign Envelope ID: C9464260-042F-41DC-A60B-54894D27F4E3

Section D.
Bidder's Bond

We All American Asphalt as Principal, and Fidelity and Deposit Company of Maryland as Surety are bound unto the City of Wildomar, hereafter referred to as "Oblige", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Oblige for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for ROAD MAINTENANCE AND REHAB & SLURRY SEAL PROJECT - CIP 057-2 & 058-2

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at City of Wildomar, At the City Clerk's Office, Wildomar City Hall - 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595 on June 12, 2023

(Insert place where bids will be opened)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Oblige, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void: otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: June 1, 2023

All American Asphalt

By _____ Principal Edward J Carlson, VP

Business Address 400 East Sixth Street
Corona, CA 92879

Fidelity and Deposit Company of Maryland

*By _____ Surety Rebecca Haas-Bates, Attorney-in-Fact

Business Address 777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017

CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of **Please See Attached** SS

On this _____ day of _____ in the year 2023 before me, a notary public in and for the county and state aforesaid, personally appeared _____ *Attorney-in-Fact* known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL) _____ *Notary Public*

***Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also, the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On June 8, 2023 (Date) before me, Sarah Amanda Langley, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (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.

SARAH AMANDA LANGLEY
Notary Public - California
Riverside County
Commission # 2337877
My Comm. Expires Nov 20, 2024

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

WITNESS my hand and official seal.

Signature: Sarah Amanda Langley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 06/01/2023 Number of Pages: 3

Signer(~~s~~) Other Than Named Above: Rebecca Haas-Bates, Attorney in Fact

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: Edward J. Carlson	Signer's Name: N/A
☐ Individual	☐ Individual
X Corporate Officer — Title(~~s~~): Vice President	☐ Corporate Officer — Title(s): N/A
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Other:	☐ Other: N/A
Signer is Representing: All American Asphalt	Signer is Representing: N/A
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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

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

State of California)
County of Orange)

On 06/01/2023 before me, L. Gomez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
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.

L. GOMEZ
Notary Public - California
Orange County
Commission # 2413682
My Comm. Expires Aug 23, 2026

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

WITNESS my hand and official seal.

Signature L. Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 06/01/2023
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:
Fidelity and Deposit Company of Maryland

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of June, 2023.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Section E.
Non-Collusion Affidavit

STATE OF CALIFORNIA)
)

COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of All American Asphalt, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): All American Asphalt

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Edward J. Carlson

Bidders Title: Vice President

Date: 6/8/23

Subscribed and sworn to before me

this ____ day of _____, 2023.

_____
Signature of Notary Public

2CALIFORNIA JURAT **GOV CODE § 8202**

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 8th (Date) day of May (Month), 2023

By (1) Edward J. Carlson (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

SARAH AMANDA LANGLEY
Notary Public - California
Riverside County
Commission # 2337877
My Comm. Expires Nov 20, 2024

Signature Sarah Amanda Langley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document Non Collusion Affidavit

Document Date: 06/08/2023 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

Section F.
Experience/Qualifications Statement

The bidder has been engaged in the contracting business, under the present business name for 54 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 54 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed	Original Awarded Contract Cost	Final Completed Contract Cost	Number of Contract Change Orders	
2022	Asphalt Paving	$7,761,320.00	City of Burbank	$7,761,320.00		Agency	N/A
						Contractor	N/A
2022	Asphalt Paving	$2,082,099.00	City of Highland	$2,082,099.00		Agency	N/A
						Contractor	N/A
2021	Asphalt Paving	$3,185,281.00	City of Garden Grove	$3,185,281.00		Agency	N/A
						Contractor	N/A
2021	Asphalt Paving	$2,148,320.90	County of Orange	$2,148,320.90		Agency	N/A
						Contractor	N/A

Experience/Qualifications Statement (continued)

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. *The bidder may also provide this information as an attachment.*

Quantity	Name, Type and Capacity	Condition	Location
	See Attached (Plant List)		
	See Attached (Equipment List		

Contractor's Name (Printed): All American Asphalt

Bidders Signature:

Bidders Name (Printed): Edward J. Carlson
(Same Signature as on Bid Proposal Form)

Bidders Title: Vice President

Date: 6/8/23

ALL AMERICAN
ASPHALT

400 E. Sixth St.
Corona, CA 92879
Office: (951) 736-7600

Corona Asphalt Plant
1776 All American Way
Corona, CA

Irvine Asphalt Plant
10671 Jeffrey Road
Irvine, CA

Perris Asphalt Plant
4770 Indian Avenue
Perris, CA

Irwindale Asphalt Plant
13646 Live Oak Lane
Irwindale, CA

Westminster Asphalt Plant
14490 Edwards Ave.
Westminster, CA

San Fernando Asphalt Plant
11549 Bradley
San Fernando, CA

Equipment #	Equipment Description	License Number	Vin
270963	ATTENUATOR TRUCK	XXXXX	C6500
270964	ATTENUATOR TRUCK	XXXX	C6500
270965	ATTENUATOR TRUCK	XXX	C6500
270714	BACKHOE COMBO		DBL00234 / JM04673
270715	BACKHOE COMBO	X	5BL03161
270730	BACKHOE COMBO	XXXXXXX	DBL00604
270745	BACKHOE COMBO 270906		0DBL00421
270872	BACKHOE COMBO 270990	XXXXX	CAT0446DVDBL00609
270746	BACKHOE COMBO 270991	XXXXXX	0DBL00424
270743	BACKHOE COMBO 270992	XXXXXXX	DNL00651
270555	BLADE 140H	XXXXXXX	APM02411
270556	BLADE 140H	XXXXXXX	APM02512
270592	BLADE 140H	XXXXXXX	APM02325
270593	BLADE 140H	XXXXXXX	APM02298
270857	BOBCAT GRINDER 270750	XXXXX	ATF212563
270858	BOBCAT GRINDER 270751	XXXX	CAT0262DADTB02909
270851	BOBCAT GRINDER 270754	XXXXX	A3NV12337
270859	BOBCAT GRINDER 270755	XXXXX	CAT0262DCDTB03023
270849	BOBCAT GRINDER 270756	XXXX	CAT0262CCMST03314
270852	BOBCAT GRINDER 270757	XXXXX	A3NV12632
270853	BOBCAT LOADER	XXX	A3L136117
270059	BOBTAIL	4G91325	1GBM7HIM3MJ107917
270442	BOBTAIL		1XP9LN9X1BP143172
270958	BOBTAIL	8W69511	1GDJ6C13X6F427992
270752	BOBTAIL COMBO	6H32816	2NPNHD7X21M560639
270086	BOBTAIL MANHOLE	7B49047	2NPNHD7X53M808272
270087	BOBTAIL MANHOLE	7B49046	2NPNHD7X73M808502
270758	BOBTAIL MANHOLE	6U00354	3BPNHD7XXWF452069
270759	BOBTAIL MANHOLE	6U00353	3BPNHD7X6WF452070
270773	BOBTAIL SAND SLINGER	8H65405	2NPNHD7X02M578719
270777	BOBTAIL SAND SLINGER	8H65404	2NPNHD7X12M578728
270779	BOBTAIL SAND SLINGER	8H65407	2NPNHD7X12M578731
270000	CMI PROFILER	XXXX	54801
270078	CONCRETE PIN TRUCK	6V43560	1FDAF56F42EA73269
270882	CRACK SEAL TRUCK	8Y61999	4GTJ7C1312J700311
270843	CRANE	XXXXX	14869
270381	CREW ROCK PLANT	8S91695	1GBKC34J8VJ106156
270043	CREW TRUCK	5R30068	1GBJC34FXVF039800
270476	CREW TRUCK	8L04399	1GBKC34J2XF089697
273018	CREW TRUCK PW CURE	56883F1	1FDUF4GY7CEB42402
270445	CREW TRUCK C-3500	4L14998	1GBHR34N4JJ130251
270446	CREW TRUCK C-3500	5U65588	1988
270482	CREW TRUCK C-3500	3V20373	1GDHR34N2JJ518196
270305	CREW TRUCK C-3500 HD	6K72275	1GBKC34J4YF509557
270769	CREW TRUCK CONCETE	5J32387	1NPGL99X2VD432768
270038	CREW TRUCK CONCRETE	6W69106	1FDAF56F01ED16901
270039	CREW TRUCK CONCRETE	8H08491	1FDAF5621ED16902
270077	CREW TRUCK CONCRETE	8D35840	1FDAF56F22EA73268
270286	CREW TRUCK CONCRETE	7X19942	1FDAF56P34ED93565
270471	CREW TRUCK CONCRETE	7L77519	AFDAF56F63EB27673

Equipment #	Equipment Description	License Number	Vin
270761	CREW TRUCK CONCRETE	7F25979	2NPNHD7X44M819670
270775	CREW TRUCK CONCRETE	8H65408	2NPNHD7X42M578724
270776	CREW TRUCK CONCRETE	8H65410	2NPNHD7X62M578725
273001	CREW TRUCK CONCRETE	58777T1	3FRWF65P28V653453
273002	CREW TRUCK CONCRETE	49589X1	3FRNF6FC2FV605374
273019	CREW TRUCK CONCRETE	18749B2	2NP2HM7X4EM243700
273020	CREW TRUCK CONCRETE	79580C2	2NP2HM7X8EM243702
273021	CREW TRUCK CONCRETE	79581C2	2NP2HM7XXEM243703
273022	CREW TRUCK CONCRETE	79582C2	2NP2HM7X1EM243704
273023	CREW TRUCK CONCRETE	79583C2	2NP2HM7X3EM243705
273024	CREW TRUCK CONCRETE	79584C2	2NP2HM7X5EM243706
270762	CREW TRUCK CONCRETE MIXER	8Y61814	2NPNHD7X34M822320
270315	CREW TRUCK F350	4JAM590	1FDKE37M3NHB32162
270003	CREW TRUCK GRADE	6N90506	1FDAF56F71EB65166
270037	CREW TRUCK GRADE	6P92393	1FDAF56F91ED16900
270048	CREW TRUCK GRADE	6W74869	1FDAF56F62EC50758
270302	CREW TRUCK GRADE	7S80679	1FDAF56F13EA66149
270319	CREW TRUCK GRADE	7B35487	1FDAF56F23EA66158
270333	CREW TRUCK GRADE	7J00401	1FDAF56P94EA27058
270444	CREW TRUCK GRADE	7B22522	1FDAF56F23EA32964
273014	CREW TRUCK GRADE	8.51E+06	1FDXF46Y08EA26710
270002	CREW TRUCK GRINDING	6N90505	1FDAF56F51EB65165
270035	CREW TRUCK GRINDING	6L07128	1FDAF56F61EC24689
270308	CREW TRUCK GRINDING	7L69060	1GDKC34J0YF440163
270436	CREW TRUCK GRINDING	7L61679	1FDAF56PX4EA86376
270620	CREW TRUCK GRINDING	8F68368	1FDAF56P17EA36843
270638	CREW TRUCK GRINDING	7Z92936	1FDAF56P26ED43355
270668	CREW TRUCK GRINDING	8L61507	1FDAF56P25EA08689
270692	CREW TRUCK GRINDING	7Z33079	1FDAF56P95ED35672
270698	CREW TRUCK GRINDING	7Z92934	1FDAF56P56EC46246
270786	CREW TRUCK GRINDING	8S38390	1FDAF56R88EB70526
270787	CREW TRUCK GRINDING	8S38389	1FDAF56R88ED43008
270956	CREW TRUCK GRINDING	8B60449	1FDXF46P06EA98382
273005	CREW TRUCK GRINDING	XX	1FDUF5GTXGEB54382
273006	CREW TRUCK GRINDING	XXXX	1FDUF5GY7CEB10247
273008	CREW TRUCK GRINDING	64802B2	1FDXF46Y17EA73873
273010	CREW TRUCK GRINDING	24087D2	1FDUF5GT9GED27924
273011	CREW TRUCK GRINDING	1.42E+04	1FDUF5GT3GEC44523
273015	CREW TRUCK GRINDING	42048F2	1FDUF5GT8GED30149
273017	CREW TRUCK GRINDING	45533V1	1FDUF5GT9HEB85835
270955	CREW TRUCK MANHOLE	84340R1	1FD4F46YX8EC32488
270960	CREW TRUCK PATCH	58730T1	1HTMPAFL83H566193
270041	CREW TRUCK PAVING	7L63125	1FDAF56P84EA86375
270178	CREW TRUCK PAVING	8K19731	1FDAF56P47EA65740
270183	CREW TRUCK PAVING	8L29632	1FDAF56P07EA87170
270384	CREW TRUCK PAVING	8Y61276	1FDAF56P74EA27060
270636	CREW TRUCK PAVING	58735T1	1FDAF56P06ED43354
270637	CREW TRUCK PAVING	8B46570	1FDAF56P96ED43353
273004	CREW TRUCK PAVING	XXXX	1FDUF5GT3GEB06156
273009	CREW TRUCK PAVING	10888C2	1FDUF5GT0GED27925

Equipment #	Equipment Description	License Number	Vin
273012	CREW TRUCK PAVING	22252F2	1FDUF5GTXGED30153
273013	CREW TRUCK PAVING	22568F2	1FDUF5GT0HEB85836
270172	CREW TRUCK PAVING 271200	8J54117	1FDAF56P87EA65739
270621	CREW TRUCK PAVING 271229	8F68367	1FDAF56PX7EA36842
270306	CREW TRUCK PETROMAT	7B35489	1FDAF56F53EA66154
270307	CREW TRUCK PETROMAT	7B35488	1FDAF56F93EA66156
270349	CREW TRUCK PETROMAT	7D47067	1FDAF56F03EA66157
270431	CREW TRUCK PETROMAT	7D47066	1FDAF56F83EB27674
273025	CREW TRUCK PETROMAT	XXXX	1FDUF5GTXHED09563
270437	CREW TRUCK PW CURE	8P88302	1GBKC34J8YF422244
270687	CREW TRUCK PW CURE	5Z38966	1GBKC34JXXF030462
273007	CREW TRUCK PW CURE	36019Y1	1FDAF56Y45EB79727
270311	CREW TRUCK SERVICE	85814H1	1GBKC34J8YF432241
270651	CREW TRUCK SLURRY CONE	8P88578	1FDAF56P75EA02192
270962	CREW TRUCK SLURRY CONE	27878T1	1FDAF56P17EA65713
270073	CREW TRUCK SOAP	6V49514	1FDAF56F02EA73270
270285	CREW TRUCK SOAP	7N63860	1FDAF56P14ED93564
270348	CREW TRUCK SOAP	8F79698	1GBKC34J8XF000604
273016	CREW TRUCK SOAP	7H65764	F-350
270492	CREW WELDING TRUCK	7J00404	1GBKC34J6XF086513
271708	CURB MACHINE	XXXX	COMMANDER III
270707	CURB MACHINE GT6300		900100-666
270790	GRINDER RX700	XXXXX	RX700-3X165
270792	GRINDER RX700	XXXXXX	RX700-3-171
270793	GRINDER RX700	XXXX	RX-700-3-210
270791	GRINDER RX700-3(SALVAGE)	XXXX	RX700-3X167
270973	GRINDER RX700E-3	XXXXX	RX700E-3X2-2008
270975	GRINDER RX700E-3	XXXX	BDN02459
270976	GRINDER RX700E-3	XXXX	RX700-3-225
270901	GRINDER RX900-3	XXXXX	RX900-3X271
270900	GRINDER RX900-3 (SALVAGE)	XXXXXX	CH900-86-158
270974	GRINDER W120CFI	XXX	1810.0207
270728	LOADER IT14 SLURRY		1WN01166 / JM04931
270919	MANHOLE FLATBED TRUCK	7L16884	1FVACWDCX5HU51825
270920	MANHOLE FLATBED TRUCK	7P16588	1FVACWDC15HU51826
270921	MANHOLE FLATBED TRUCK	7P16587	1FVACWDC35HU51827
270917	MANHOLE MIXER TRUCK	E543776	1NPA1T0XX3D578235
270922	MANHOLE MIXER TRUCK	63783R1	1XPVD09X6AD792593
270918	MANHOLE MIXER TRUCK -SALV	82243C1	1NPALT0X13D578236
270082	MANHOLE PATCH TRUCK	6U43958	2NPNHD7X22M580620
270368	MANHOLE PATCH TRUCK	7C39582	2NPNHD7X33M808271
270137	PAVER AP 1055F	XXXX	CATAP105CTJ500548
270117	PAVER AP-1055D	XXXXXXX	FAC00350
270127	PAVER AP-1055D	XXXXXXX	FAC00445
270128	PAVER AP-1055D	XXXXXXX	FAC00447
270129	PAVER AP-1055D	XXX	FAC00275
270130	PAVER AP-1055D	XXX	FAC00844
270131	PAVER AP-1055D	XXXX	FAC00838
270133	PAVER AP-1055D	XXXX	CATAPA05LFAC00942
270134	PAVER AP-1055D	XXXX	CATAP105CFAC00816

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270132	PAVER AP-1055E	XXXX	CATAP105CTJF00343
270135	PAVER AP-1055F	XXXX	CATAP105TTJ00284
270136	PAVER AP-1055F	XXXX	CATAP105PTJ500240
270118	PAVER AP-655C	XXXXXXX	AYP00300
270112	PAVER AP-655C (8FT)		CDG00326 / JM04252
270113	PAVER AP-655C (8FT)		AYP00233
270317	PICKUP	6D40241	1GCGC24R4XR721065
270323	PICKUP	6T08522	3FTNF20F61MA86904
270379	PICKUP	3X22890	1GCGC24K2KE206939
270856	PICKUP	41613H1	1FTFW1EF7CFB73768
270864	PICKUP	23614G1	1GCHC24U97E129032
270869	PICKUP	6W95736	3GBKC34621M115680
270895	PICKUP	05729F1	1FTFW1EF1BFD31942
272048	PICKUP A/C PLANT	29855M1	1FTEX1CM6EKD07545
270693	PICKUP A/C PLANTS	7Z79233	1FTSX20506EB52674
270377	PICKUP C-2500	5E34973	1GBGC24M2ES187997
270413	PICKUP C-2500	6S57858	2GCFC24K5K1123910
270429	PICKUP C-2500	6A70719	1GCFC24K1JE138529
270457	PICKUP C-2500	7M95001	1GCFC24K2PE143893
270473	PICKUP C-2500	5S71881	1GTGC29R4WE512438
270625	PICKUP C3500HD	5B64374	GBKC34N45J101650
270066	PICKUP CONCRETE	7B31424	1FTNF20F03EA10376
270084	PICKUP CONCRETE	6W99793	1FTNF20F72EC33111
270171	PICKUP CONCRETE	69191P1	1FTSF20P37EB16435
270187	PICKUP CONCRETE	8K34811	1FTSF20R98EA55644
270353	PICKUP CONCRETE	7A41846	1FTNF20F13EA66147
270402	PICKUP CONCRETE	8X38113	1FTNF20P44EA27062
270641	PICKUP CONCRETE	8C28415	1FTSF20P36EC13472
270650	PICKUP CONCRETE	7S96321	1FTSF20PX5EA34456
270660	PICKUP CONCRETE	7V76087	1FTSF20P25EC65674
270663	PICKUP CONCRETE	7V76090	1FTSF20P25EC63875
270677	PICKUP CONCRETE	7Y82737	1FTSF20P06EA19417
270688	PICKUP CONCRETE	7Z52175	1FTSF20P86EB27557
270860	PICKUP CONCRETE	85813H1	1FTNF20558EB98522
272067	PICKUP CONCRETE	63398B2	1FTBF2A66DEB24689
272075	PICKUP CONCRETE	XXXX	1FTNF20568EB82359
272102	PICKUP CONCRETE	8K08090	1FTNF20528EA86101
272107	PICKUP CONCRETE	69685M1	1FTBF2A60EEA26386
272113	PICKUP CONCRETE	XXXX	1FTBF2A67FEB40080
272117	PICKUP CONCRETE	1.24E+05	1FTBF2A6XHEB92628
272051	PICKUP F-250	05483G1	1FTBF2A66CEB42401
272052	PICKUP F-250	29882M1	1FDBF2A65EEB66753
270468	PICKUP F-250 SD	7N48294	1FDNX20P04ED13029
270925	PICKUP F-350	7N08214	1FTSW31S13ED66243
270966	PICKUP F-350	7X76620	1FDWW35P65EC58027
270953	PICKUP F-550	7N84593	1FDAF56S94EC14918
270192	PICKUP F-550SD	8X55738	1FDAF57Y88EB25821
270351	PICKUP GRADING	7B14497	1FTNF20F83EA66145
270354	PICKUP GRADING	7B14495	1FTNF20F13EA66150
270461	PICKUP GRADING	7P56799	1FTSF20P95EA02193

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270648	PICKUP GRADING	8E39131	1FTSF20P47EA34651
270684	PICKUP GRADING	8N12787	1FTSF20P86EA86086
270877	PICKUP GRADING	7X24570	1FTSF20PX6EA09560
272081	PICKUP GRADING	XXXX	1FTNF2A53AEB37478
270691	PICKUP GRINDING	7Z52172	1FTSF20P16EA86088
270797	PICKUP GRINDING	8T08658	1FTSF20R18EA65259
272108	PICKUP GRINDING	34872N1	1FTBF2A62EEA92602
272115	PICKUP GRINDING	XXXX	1FTBF2A62FED10359
270095	PICKUP IRVINE A/C	6X89673	1FTNF20F22EC58627
270096	PICKUP LOANER	6U98646	1FTNF20F42EC58628
270186	PICKUP LOANER	8K34812	1FTSF20R58EA55642
270001	PICKUP MANHOLE	6L07179	1FTNF20F71EB65164
270322	PICKUP MANHOLE	6T08523	3FTNF20F41MA86903
270346	PICKUP MANHOLE	7E68468	1FNTF20F33EA66151
270347	PICKUP MANHOLE	7E68469	1FTNF20F53EA66152
270352	PICKUP MANHOLE	8D35839	1FTNF20FX3EA66146
270417	PICKUP MANHOLE	7G05722	1FTNF20P44EA27059
270623	PICKUP MANHOLE	8F61532	1FTSF20P17EA48085
270635	PICKUP MANHOLE	7Z92871	1FTSF20P76EB61943
272036	PICKUP MANHOLE	XXXX	1FTBF2A67CEA45952
272064	PICKUP MANHOLE	39140Y1	1FTBF2A66DEB74945
270180	PICKUP PAVING	8L61466	1FTSF20R08EA24296
270181	PICKUP PAVING	8K18486	1FTSF20R78EA24294
270284	PICKUP PAVING	7L61826	1FTNF20P04EB33041
270647	PICKUP PAVING	8E39134	1FTSF20P27EA34650
270690	PICKUP PAVING	7Z52173	1FTSF20P16EB27559
270862	PICKUP PAVING	41907H1	1FTSF20P16ED70935
270959	PICKUP PAVING	8C24177	1FTNF20576ED28085
272045	PICKUP PAVING	8A14112	1FTBF2A67EEB66760
272049	PICKUP PAVING	30187M1	1FTBF2A63EEB66769
272098	PICKUP PAVING	8T61060	1FTNF20558EA42318
272101	PICKUP PAVING	8M87825	1FTNF20598EA58604
272106	PICKUP PAVING	67080M1	1FTBF2A69EEA26385
272112	PICKUP PAVING	22661D2	1FTBF2A65FEA82986
272114	PICKUP PAVING	XXXX	1FTBF2A66FEC97874
270065	PICKUP PERRIS A/C	6R22087	1FTNF20F1EC24688
270385	PICKUP PLANT TRUCK	7S22487	1FTSF20P05EA02194
270070	PICKUP PUBLIC WORKS	6U24245	1FTNF20F02EA37138
270081	PICKUP PUBLIC WORKS	6W08956	1FTNF20F22EA37139
270088	PICKUP PUBLIC WORKS	9.91E+05	1FTNF20F53EA01124
270170	PICKUP PUBLIC WORKS	8G83160	1FTSF20P17EB16434
270175	PICKUP PUBLIC WORKS	8H94523	1FTSF20P57EB16436
270176	PICKUP PUBLIC WORKS	8H41998	1FTSF20P77EB16437
270283	PICKUP PUBLIC WORKS	8L61508	1FTNF20P74EA86378
270324	PICKUP PUBLIC WORKS	6T08259	3FTNF20F81MA86905
270411	PICKUP PUBLIC WORKS	7J00407	1FTNF20P04EA27057
270469	PICKUP PUBLIC WORKS	7F63639	AFTNF20F33EA66148
270491	PICKUP PUBLIC WORKS	7J00405	1FTNF20P24EA27061
270622	PICKUP PUBLIC WORKS	8F61531	1FTSF20PX7E48084
270624	PICKUP PUBLIC WORKS	8F61533	1FTSF20P37EA48086

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270640	PICKUP PUBLIC WORKS	8C28416	1FTSF20P06EC13400
270642	PICKUP PUBLIC WORKS	8C28414	1FTSF20P46EC13531
270643	PICKUP PUBLIC WORKS	8C28417	1FTSF20P26EC13589
270644	PICKUP PUBLIC WORKS	8C28418	1FTSF20P96EC13637
270645	PICKUP PUBLIC WORKS	8E39135	1FTSF20P47EA34648
270646	PICKUP PUBLIC WORKS	69190U1	1FTSF20P67EA34649
270661	PICKUP PUBLIC WORKS	8H08647	1FTSF20P95EC31490
270678	PICKUP PUBLIC WORKS	7Y82738	1FTSF20P56EA19414
270679	PICKUP PUBLIC WORKS	7Y82739	1FTSF20P96EA19416
270680	PICKUP PUBLIC WORKS	7Y82740	1FTSF20P76EA19415
270683	PICKUP PUBLIC WORKS	7Y82741	1FTSF20P36EA86089
270685	PICKUP PUBLIC WORKS	7Y82744	1FTSF20P36EA19413
270686	PICKUP PUBLIC WORKS	7Y82743	1FTSF20PX6EA86087
270689	PICKUP PUBLIC WORKS	7Z52174	1FTSF20PX6EB27558
270694	PICKUP PUBLIC WORKS	7Z55002	1FTSF20P96EB61944
270695	PICKUP PUBLIC WORKS	7Z55001	1FTSF20P06EB61945
270696	PICKUP PUBLIC WORKS	7Z54999	1FTSF20P26EB61946
270697	PICKUP PUBLIC WORKS	7Z55000	1FTSF20P66EB27556
270795	PICKUP PUBLIC WORKS	8T08659	1FTSF20R58EA82405
270796	PICKUP PUBLIC WORKS	8T08660	1FTSF20R48EA64932
270798	PICKUP PUBLIC WORKS	8T08661	1FTSF20RX8EC09889
270861	PICKUP PUBLIC WORKS	41906H1	1FTSF20P76ED70941
270876	PICKUP PUBLIC WORKS	7S07749	1FTSF20P65EB48910
270957	PICKUP PUBLIC WORKS	04951M1	1GB0CXCG1DF204046
272037	PICKUP PUBLIC WORKS	29879M1	1FTBF2A64EEB66764
272039	PICKUP PUBLIC WORKS	8A14114	1FTBF2A69EEB66761
272040	PICKUP PUBLIC WORKS	48019S1	1FDBF2A67EEB66754
272043	PICKUP PUBLIC WORKS	8.50E+05	1FTBF2A62CEA66448
272044	PICKUP PUBLIC WORKS	31911M1	1FTBF2A67FEB60846
272046	PICKUP PUBLIC WORKS	29887M1	1FTBF2A68EEB66766
272047	PICKUP PUBLIC WORKS	29886M1	1FTBF2A62EEB66763
272053	PICKUP PUBLIC WORKS	24895H2	1FTBF2A69DEB52714
272060	PICKUP PUBLIC WORKS	30188M1	1FTBF2A6XEEB66767
272066	PICKUP PUBLIC WORKS	84931A2	1FTBF2A68BEC48332
272068	PICKUP PUBLIC WORKS	30995F1	1FTBF2A63CEB45580
272069	PICKUP PUBLIC WORKS	63395B2	1FTBF2A65CEC63338
272073	PICKUP PUBLIC WORKS	XXXX	1FTNF20558EB82367
272074	PICKUP PUBLIC WORKS	8Z40733	1FTBF2A64BEA59449
272089	PICKUP PUBLIC WORKS	8K11233	1FTNF20578EA45494
272099	PICKUP PUBLIC WORKS	8U18278	1FTNF20558EE52052
272100	PICKUP PUBLIC WORKS	8U18279	1FTNF20568EE52058
272103	PICKUP PUBLIC WORKS	56112L1	1FTBF2A65DEB35845
272104	PICKUP PUBLIC WORKS	54001M1	1FTBF2A67DEB35846
272105	PICKUP PUBLIC WORKS	54040M1	1FTBF2A61DEB74965
272109	PICKUP PUBLIC WORKS	95535N1	1FTBF2A65EEB13068
272110	PICKUP PUBLIC WORKS	25590P1	1FTBF2A60EEB52649
272111	PICKUP PUBLIC WORKS	84338U1	1FTBF2A63FEA82985
272116	PICKUP PUBLIC WORKS	XXX	1FTBF2A6XGEA39486
272118	PICKUP PUBLIC WORKS	43717F2	1FTBF2A68HEB92630
270871	PICKUP PUBLICWORKS	8T40758	1FTYR10D18PB04825

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270282	PICKUP SLURRY	7S96323	1FTNW20P74ED53826
270873	PICKUP SLURRY	7K07097	1FTNX20P04EB65968
270822	PICKUP WG-4	2QYW135	4V1JBBDEXSR837869
278791	PROFILOGRAPH SYSTEM AND T	4KC8773	4HXEN121X9C145738
271711	ROAD WIDNER SPD-8	XXXX	502/STK 7342
271266	ROLLER CB-10	XXXX	CAT0CB10CP8P00139
271267	ROLLER CB-10	XXX	CAT0CB10CP8P00190
271268	ROLLER CB-10	XXX	CAT0CB10TP8P00191
271269	ROLLER CB-10	XXX	CAT0CB10PP8P00189
271270	ROLLER CB-10	XXXX	CAT0CB10KP8P00193
270203	ROLLER CB-224E	XXXXXXX	22400147
270204	ROLLER CB-224E	XXXXXX	22400148
270205	ROLLER CB-224E	XXXXXX	22400149
270208	ROLLER CB-224E	XXXXXX	22400150
270211	ROLLER CB-224E	N/A	CATCB224K22400151
270218	ROLLER CB-224E	N/A	CATCB224P22400312
270247	ROLLER CB-224E	XXXXXXX	22400490
270248	ROLLER CB-224E	XXXXXXX	22400496
270249	ROLLER CB-224E	XXXXXXX	22400498
270250	ROLLER CB-224E	XXXXXXX	22400592
271230	ROLLER CB-224E	XXXXX	22400497
271231	ROLLER CB-224E	XXXXXX	22401247
271201	ROLLER CB-24B	XXX	42000326
271202	ROLLER CB-24B	XXXX	42000327
271206	ROLLER CB-24B	XXXX	CATCB24BH42000369
271207	ROLLER CB-24B	XXXX	CATCB24BP4200619
270223	ROLLER CB-534D	N/A	FGH00292
270226	ROLLER CB-534D		FGH00299 / JM04382
270227	ROLLER CB-534D		FGH00307 / JM04383
270228	ROLLER CB-534D		FGH00304 / JM04386
270229	ROLLER CB-534D	N/A	FGH00294
270235	ROLLER CB-534D		FGH00293 / JM04387
270236	ROLLER CB-534D		FGH00308 / JM04596
270237	ROLLER CB-534D		FGH00309 / JM04384
270238	ROLLER CB-534D		FGH00314 / JM04390
270239	ROLLER CB-534D		FGH00316 / JM04388
270240	ROLLER CB-534D		FGH00317 / JM04385
270241	ROLLER CB-534D		FGH00311 / JM04597
270242	ROLLER CB-534D		FGH00319 / JM04389
271251	ROLLER CB-534D	XXXXXXX	FGH00305
271252	ROLLER CB-534D	XXXXXXX	FGH00306
271253	ROLLER CB-534D	XXXXXXX	FGH00333
271254	ROLLER CB-534D	XXXXXXX	FGH00334
271255	ROLLER CB-54B	XXXX	CATCB54BELXD00114
271256	ROLLER CB-54B	XXXX	CATCB54BVLXD00124
271257	ROLLER CB-54B	XXXX	CATCB54BELXD00159
271258	ROLLER CB-54B	XXXX	CATCB54BLLXD00160
271259	ROLLER CB-54B	XXXX	CATCB54BCLXD00194
271260	ROLLER CB-54B	XXXXX	CATCB54BALXD00187
271261	ROLLER CB-54B	XXX	CATCB54BTLXD00195

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271262	ROLLER CB-54B	XXXX	CATCB54BVRJN00333
271263	ROLLER CB-54B	XXXX	CATCB54BARJN00334
271264	ROLLER CB-54B	XXXX	CATCB54BLRJN00335
271265	ROLLER CB-54B	XXXX	CATCB54BCRJN00341
270273	ROLLER CS-563E	XXXXXXX	CNG00898
270274	ROLLER CS-563E	XXXXXXX	CNG00899
270275	ROLLER CS-563E	XXXXXXX	CNG00901
270276	ROLLER CS-563E		CNG00902
270277	ROLLER CS-563E		CNG00903
270243	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00197
270244	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00198
270245	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00199
270246	ROLLER PS-150C R.T.R.	XXXXXXX	FPS00200
271232	ROLLER PS-150C R.T.R.	XXXXX	FPS00169
271233	ROLLER PS-150C R.T.R.	XXXX	FPS00170
270794	ROOT PRUNER	XXXXX	1VRP082R0W10000639
270079	SAW TRUCK	6V13642	1FDAF56F22EA73271
270304	SAW TRUCK	6K72276	1GBKC34J5YF507008
270396	SAW TRUCK	5G86319	1GBKC34N7SJT117504
270448	SAW TRUCK	7D47065	1FDAF56F73EA66155
273003	SAW TRUCK	XXXXX	1FDUF5GT0FEA34265
270479	SAW TRUCK CONCRETE	8L61465	1FDAF56F63EA32966
270607	SCRAPER 613 IIC		08LJ01407
270608	SCRAPER 613 IIC		08LJ01548
270609	SCRAPER 613 IIC		8LJ01943
270612	SCRAPER 613 IIC		8LJ02378
270614	SCRAPER 613C	XXXX	08LJ03320
270615	SCRAPER 613C	XXXX	08LJ03322
270616	SCRAPER 613C	XXXX	08LJ03323
270617	SCRAPER 613C	XXXX	08LJ03324
270383	SERVICE TRUCK	7M63480	1FDWK74P9MVA12558
270410	SERVICE TRUCK	7J40237	2FDLF47G8NCA31854
270954	SERVICE TRUCK	69119U1	1FDXF46P47EB12849
270426	SERVICE TRUCK F-350	4W84009	2FDKF37M3RCA37935
270799	SERVICE TRUCK GOMACO	8T37706	1FDAF56R18ED89201
270174	SERVICE TRUCK PAVING	84444R1	1GBJC34ROXF044937
270386	SERVICE TRUCK PAVING	5J92898	1GDKC34JXTJ511973
270700	SHUTTLE BUGGY	XXXXXXX	SB2500CX830
271702	SHUTTLE BUGGY		SB2500DX933
271703	SHUTTLE BUGGY	XXXX	SB-2500D-1102
271705	SHUTTLE BUGGY	XXXXX	SB-2500E-2036
271706	SHUTTLE BUGGY	XXXXX	SB2500E-4027
270848	SKIDSTEER	XXXXX	JAF0319874
270579	SKIP COMBO PAVING 270753	XXXX	1T8210EKPEG891948
270585	SKIP COMBO PAVING 270778	XXXX	CAT0415FKPF400252
270927	SKIP LOADER 2032R PETROMA	XXXX	1LV2032RAHH102528
270536	SKIP LOADER 210E		T0210LE880738
270580	SKIP LOADER 210EK	XXXX	1T8210EKKEG891949
270581	SKIP LOADER 210EK	XXX	1T8210EKTEG891950
270582	SKIP LOADER 210EK	XXXXX	1T8210EKCFG892250

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270583	SKIP LOADER 210EK	XXXX	1T8210EKLFG892253
270584	SKIP LOADER 210EK	XXXX	1T8210EKKFG892259
270502	SKIP LOADER 210LE		T0210LE882195
270503	SKIP LOADER 210LE		TO210LE882229
270505	SKIP LOADER 210LE		T0210LE881449
270506	SKIP LOADER 210LE		T0210LE881586
270511	SKIP LOADER 210LE		T0210LE881877
270512	SKIP LOADER 210LE		T0210LE881879
270515	SKIP LOADER 210LE	X	T0210LE881637
270516	SKIP LOADER 210LE	X	T0210LE881652
270517	SKIP LOADER 210LE		T0210LE883059
270518	SKIP LOADER 210LE		T0210LE883064
270533	SKIP LOADER 210LE		T0210LE880581
270534	SKIP LOADER 210LE		T0210LE880773
270535	SKIP LOADER 210LE		T0210LE880680
270537	SKIP LOADER 210LE		T0210LE880881
270538	SKIP LOADER 210LE		T0210LE881033
270541	SKIP LOADER 210LE		TO210LE881093
270543	SKIP LOADER 210LE		TO210LE881189
270544	SKIP LOADER 210LE		T0210LE881197
270545	SKIP LOADER 210LE		T0210LE881244
270546	SKIP LOADER 210LE		T0210LE881266
270548	SKIP LOADER 210LE		T0210LE881240
270549	SKIP LOADER 210LE		T0210LE881420
270560	SKIP LOADER 210LE		T0210LE883851
270561	SKIP LOADER 210LE	XXXXX	T0210LE883901
270562	SKIP LOADER 210LE		T0210LE884628
270563	SKIP LOADER 210LE		T0210LE884629
270564	SKIP LOADER 210LE	XXXXXXX	T0210LE884740
270565	SKIP LOADER 210LE		T0210LE884745
270566	SKIP LOADER 210LE	XXXXXXX	T0210LE886135
270567	SKIP LOADER 210LE		T0210LE886139
270568	SKIP LOADER 210LE	XXXXXXX	T0210LE886362
270569	SKIP LOADER 210LE	XXXXXXX	T0210LE886388
270570	SKIP LOADER 210LE	XXXX	T0210LE886385
270572	SKIP LOADER 210LE	XXXXXXX	T0210LE886306
270573	SKIP LOADER 210LE	XXXXX	T0210LE86364
270574	SKIP LOADER 210LE	XXXXXX	T0210LE888139
270575	SKIP LOADER 210LE	XXXXXXX	T0210LE888140
270576	SKIP LOADER 210LE	XXXX	T0210LE888141
270577	SKIP LOADER 210LE	XXXXX	T0210LE888180
270578	SKIP LOADER 210LE	XXXXXX	T0210LE880351
270720	SKIP LOADER 855 PETROMAT		MOO853D491352
270813	SKIP LOADER 966D		99Y14553
270928	SKIPLOADER 2032R PETROMAT	XXXX	1LV2032RJHH102539
270586	SKIPLOADER 415F21L	XXXX	CAT0415FVPF400255
270587	SKIPLOADER 415F2IL	XXXX	CAT0415FCPF400318
270588	SKIPLOADER 415F2IL	XXXX	CAT0415FCPF400537
270589	SKIPLOADER 415F2IL	XXXX	CAT0415FAPF400564
270594	SKIPLOADER 415F2IL	XXXXX	CAT415FTPF400619

Equipment #	Equipment Description	License Number	Vin
270595	SKIPLOADER 415F2IL	XXXX	CAT0415FTPF400703
270596	SKIPLOADER 415F2IL	XXXX	CAT0415FHPF400759
270766	SLURRY FLATBED TRUCK	7M28637	1XP5DB8X1VD436782
270771	SLURRY FLATBED TRUCK	8H65409	2NPNHD7X72M578717
270910	SLURRY SPREADER TRUCK	12648P1	1NKDXPEX1DJ357441
270911	SLURRY SPREADER TRUCK	99142T1	1NKDLP0X4GR499940
270912	SLURRY SPREADER TRUCK	07408D1	1NPTL70X2BD134507
270913	SLURRY SPREADER TRUCK	07409D1	1NPTL70X2CD134508
270914	SLURRY SPREADER TRUCK	602097	1NPTLU0X7BD121170
270747	SODA BLASTER SB-150FM	542199	D2102H6J0B
270880	SWEEPER	7ZRM843	1FVACXDC07HW86632
270930	SWEEPER	6UCF747	1FVACXBS8EHFH3503
270932	SWEEPER	7UVF156	1FVACXCY1HHHZ1116
270933	SWEEPER	7XBS726	1FVACXCY5HHZ1118
270934	SWEEPER	8ASZ525	3ALACXFE6JDJV0411
270788	SWEEPER FL70	6FXV094	1FVACXDC66HW84950
270884	SWEEPER FL70	6LWB894	1FVABTAKX1HG76837
270886	SWEEPER FL70	6LOY157	1FVACXDC85HV19559
270887	SWEEPER FL70	6MWD810	1FVABTAKX2HK95178
270888	SWEEPER FL70	6NOL881	1FVACXDC26HV19588
270889	SWEEPER FL70	7AJM687	1FVACXDC96HW84957
270894	SWEEPER FL70	6NXZ630	1FVACXDC07HW86646
270931	SWEEPER FL70	7SAV359	1FVACXCY8GHHM1635
270340	SWEEPER FL70 SLURRY	6VMG652	1FV6HJBA5YH989543
270885	SWEEPER FL70 SLURRY	6LOY158	1FVABTAK12HK95196
274005	TANKER	4LH9377	1PMC14227V2018728
277681	TANKER SLURRY	4GL2021	K2883K9533
274007	TANKER TRAILER	4KB6322	1PMA14325R1013948

Section G.
Designation of Subcontractors

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid of ten thousand dollars ($10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% OF TOTAL BID AMOUNT	PORTION OF TOTAL BID AMOUNT ($)
Name	American Pavement Systems	CSLB #	943792	Aram Partial	1.41	59,902.58
Location	Modesto CA	DIR #	EC 1000000207 ~~1000000207~~			
Name	Case Land Survey	CSLB #	L5411	Survey	0.79	33,650
Location	Orange CA	DIR #	1000001533			
Name	~~Crisp Company~~ EC	CSLB #	374600 EC	Striping EC	~~3.39~~ EC	~~144,345~~ EC
Location	~~Fremont CA~~ EC	DIR #	EC ~~1000000306~~			
Name	Pavement Recycling Systems	CSLB #	569352	Pulverize	0.4	16,896.20
Location	Jurupa Valley CA	DIR #	1000003363			

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SUBCONTRACTOR				PORTION OF WORK	% OF TOTAL BID AMOUNT	PORTION OF TOTAL BID AMOUNT ($)
Name	Superior Pavement Marking	CSLB #	776306	Striping	3.45	~~146~~ E 146,969
Location	Beaumont, CA	DIR #	1000001476			
Name	Pavement Rehab Company	CSLB #	1051374	~~F~~ Crack seal E	6.07	258,511.6
Location	Corona, CA	DIR #	1000064823			
Name	Smithson Electric	CSLB #	614518	Loops	.92	39,000
Location	Orange, CA	DIR #	1000001610			
Name		CSLB #				
Location		DIR #				

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SUBCONTRACTOR				PORTION OF WORK	% OF TOTAL BID AMOUNT	PORTION OF TOTAL BID AMOUNT ($)
Name	Pavement Rehab Company	CSLB #	1051374	Crack seal	6.7	258,511.60
Location	Corona CA	DIR #	1000064823		6.0	
Name	Smithson Electric	CSLB #	614578	Loops	.92%	39,000
Location	Orange CA	DIR #	1000001670			
Name		CSLB #				
Location		DIR #				
Name		CSLB #				
Location		DIR #				

Agreement for Construction Services

PUBLIC WORKS CONTRACT

This contract ("**Contract**") is effective as of July 12, 2023, and is between the CITY OF WILDOMAR, a California municipal corporation ("**Owner**"), and All American Asphalt, a California Corporation ("**Contractor**"), collectively referred to as the "**Parties**" and individually a "**Party**."

Recitals. This Contract is entered into with respect to the following facts:

Owner received Contractor's Proposal for the Work involved in the Road Maintenance and Rehabilitation Project, CIP 057-2, and the Slurry Seal Project, CIP 058-2 ("**Project**"), which is more fully described in the Contract Documents.

Contractor represents and warrants that it is fully qualified to perform all of the Work required to complete the Project.

Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents.

The City Council has awarded the Contract to Contractor.

Contract Documents. To the extent they exist, this Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

Notice of Inviting Bids

Instructions to Bidders, and any Addenda or Bulletins

Contractor's Proposal (for reference purposes only)

Notice to Proceed

This Contract

Bid Schedules

Approved Change Orders

General Conditions

Verification of California Contractor's License

Contractor's Certificate Regarding Workers' Compensation

Payment Bond (labor and materials) (for projects exceeding $25,000)

Security for performance

Certificate(s) of Insurance

Technical Specifications (including attached plans and drawings)

Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Exhibit F – Apprenticeship and Skilled and Trained Workforce Requirements

The Work.

The Work ("**Work**") to be performed by Contractor is described in the Contract Documents.

In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar Work.

Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work, including any incidental Work that is not expressly shown or described in the Contract Document but is required for the successful completion of the Work.

Contractor must perform all of the Work in strict accordance with the Contract Documents.

Warranty. Contractor warrants all Work under the Contract (which for purposes of this provision shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and

materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Standard of Performance. Contractor shall perform all Work under this Contract 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

Inspection and Acceptance of Work. Owner may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. Owner shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to Owner. Owner shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Owner’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by Owner shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, provisions pertaining to warranty, indemnification and insurance.

Time to Perform the Work.

Commencement Date will be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within One Hundred Fifty (150) days of date of Notice to Proceed.

Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor and not reasonably anticipated by the parties. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of Owner, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

If Contractor is delayed by any cause beyond Contractor's control, Owner may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor's performance of the Work, and the impact of the delay on the Project's schedule's critical path through the submission of a "**Time Impact Evaluation**" (**TIE**).

TIE Format and Contents. Each TIE must include a written narrative and a schedule diagram depicting how the delay or other impact affects other schedule activities. The schedule diagram must show how Contractor proposes to incorporate and mitigate the delay or other impact in the schedule and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of the delay, including any impacted Work activities, to the scheduled critical path.

Contractor is responsible for all costs associated with preparing TIE's, and the process of incorporating TIE's into the current schedule update.

Liquidated Damage Amounts.

As liquidated damages for delay Contractor must pay Owner One Thousand dollars ($1000.00) for each calendar day that expires after the time specified for Contractor to achieve Final Completion of the entire Work, until achieved.

Scope of Liquidated Damages.

Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages will be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

The parties intend that liquidated damages constitute compensation, and not a penalty. Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages will not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to this Contract, a sum representing then-accrued liquidated damages.

Compensation and Payment.

Subject to any limitations provided in the Contract Documents, Owner agrees to pay Contractor, as full consideration for the faithful performance and successful completion of all Work under the Contract Documents, including all labor, materials, equipment furnished in connection therewith, the compensation set forth in Exhibit A ("**Compensation**"), which is made a part of this Contract.

Contractor must furnish to Owner a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

Owner will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. Owner may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

If Owner disputes any item on a Pay Estimate, Owner will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the Work performed that Owner disputes and excluding the Owner's standard five-percent retention on all approved progress payments, Owner will cause Contractor to be paid within 30 days of the date of the Pay Estimate or the date that Contractor furnishes Owner with a release of all undisputed Contract amounts, whichever occurs later. If the Project is paid for in whole or in part with federal funds, progress payments made to Contractor will not be subject to the five-percent retention noted above.

In the event there is any claim specifically excluded by Contractor from the operation of any release, Owner may retain an amount not to exceed the amount of the excluded claim.

Labor Code and Prevailing Wage Requirements.

Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's Work per Labor Code section 1810. Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such Worker is required or permitted to Work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of Worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

Contractor must post at the Work site, or if there is no regular Work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at Owner's main office and available to Contractor and any other interested party upon request.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all Workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the Worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each Worker for each calendar day, or portion thereof, for which each Worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's Work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have

written apprentice contracts, may be employed on public Works in apprenticeable occupations. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements. Contractor shall also comply with the Apprenticeship Program and Skilled and Trained Workforce Requirements attached hereto as Exhibit F to the extent required by law.

Contractor has reviewed and agrees to comply with any applicable provisions for any public Work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). Owner hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for Work that qualifies as a "public Work" only to subcontractors which are at that time registered and qualified to perform public Work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors. Where the prime contract is less than $15,000 for maintenance Work or less than $25,000 for construction, alternation, demolition or repair Work, such registration is not required.

In addition to submitting the certified payrolls and related documentation to the City, the contractor and all subcontractors are required to submit certified payroll and related documents electronically to the California Department of Industrial Relations (DIR). Failure to submit payrolls to the DIR when mandated by the Project parameters will also result in the withholding of progress, retention and final payment. Certified payroll information for this project must be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.

If the Compensation exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for Owner's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Owner of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Owner; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such

contract work. Upon notification, Owner shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

No contractor or subcontractor may be listed on a bid proposal for a public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Contractor agrees to comply with AB 685, which imposes requirements relating to Covid-19, including without limitation requirements to (i.) notify employees of potential Covid-19 exposures, and (ii) report workplace outbreaks to local public health agencies.

Contractor agrees to comply with Labor Code section 1720.3, which requires that prevailing wages be paid to (i.) drivers hauling refuse from a public works site to an outside disposal location; and (ii.) drivers on-hauling of materials used for paving, grading and fill onto a public works site if the driver's work is integrated into the flow process of construction.

Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section, and must include these non-discrimination provisions in all subcontracts for performance of the Work.

General Legal Compliance.

In performing the Work, Contractor must comply with all applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, OSHA requirements.

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law.

Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the Parties.

Independent Contractor. Contractor is and will at all times remain as to Owner a wholly independent contractor. Neither Owner nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Owner.

Indemnification.

Contractor agrees to the fullest extent permitted by law (including, without limitation, California Civil Code section 2782) to (1) immediately defend, (2) indemnify, and (3) hold harmless Owner and its officers, directors, employees, agents, contractors, consultants, and other parties Working on Owner's behalf (collectively, "**Owner indemnified parties**") from and against, any and all claims and liabilities, regardless of the nature or type, that directly or indirectly arise out of, pertain to, or relate to performance of the Work under this Contract by Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract, resulting from any cause whatsoever except for the sole negligence, active negligence, of willful misconduct of Owner (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend Owner in all legal, equitable, administrative, or special proceedings, with counsel approved by Owner, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation

to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Owner indemnified party. If it is finally adjudicated that liability was caused by the sole negligence, active negligence, or willful misconduct of any Owner indemnified party, then Contractor may submit a claim to Owner for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Owner indemnified party.

Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the Owner's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. Owner will use its best efforts to avoid duplicative attorney Work or appearances in order to keep defense costs to a reasonable minimum.

Contractor agrees that settlement of any Claim will require the consent of Owner. Owner agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify Owner for the costs of any such settlement as required under this Contract.

Contractor's obligation to indemnify Owner applies unless it is finally adjudicated that the liability was caused by the sole, negligence, active negligence, or willful misconduct of a Owner indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Owner indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

For the purposes of this section, "Owner" includes the City of Wildomar's officers, officials, board members, employees and agents.

The provisions of this section will survive the expiration or earlier termination of this Contract.

Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("**Insurance**"), which is made a part of this Contract.

Notice.

All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To Owner: City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: Jason Farag, Public Works Director
Phone: (951) 677-7751 ext. 219
Email: jfarag@cityofwildomar.org

To Contractor: All American Asphalt
400 E. 6th St., Corona, CA 92879
Attention: Edward J. Carlson, Vice President
Phone: 951-736-7600
Email: publicworks@allamericanasphalt.com

Notice will be deemed effective on the date personally delivered or transmitted by facsimile, or such other electronic means as may be agreed to by the parties. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

Any Party may change its notice information by giving notice to the other Party in compliance with this section, before the change in notice information becomes effective.

Owner Rights of Termination and to Complete the Work.

Termination for Cause (Default). The occurrence of any of the following is a default by Contractor under this Contract:

Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

Contractor fails to complete the Work on time.

Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Contractor fails to supply enough properly skilled Workers or proper materials to complete the Work in the time specified.

Contractor fails to make prompt payment to any subcontractor or for material or labor.

Contractor fails to abide by any applicable laws, ordinances or instructions of Owner in performing the Work.

Contractor breaches or fails to perform any obligation or duty under the Contract and such breach or failure remains uncorrected following Owner's notice to Contractor of the breach.

Upon the occurrence of a default by Contractor, Owner will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice of default, or makes satisfactory arrangements acceptable to Owner for the correction or elimination of such default, as determined by Owner, Owner may thereafter terminate this Contract by serving written notice termination on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, Owner will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give Owner written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Owner may take over the Work and prosecute the same to completion by separate contract or by any other method Owner may deem advisable, at the sole cost and expense of Contractor. Contractor and the surety will be liable to Owner for any and all excess costs or other damages incurred by Owner in completing the Work.

If Owner takes over the Work as provided in this Section, Owner may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

If Owner takes over the Work, Owner may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by Owner in obtaining such materials, will be the responsibility of the Contractor.

Termination for Convenience. Owner may terminate performance of the Work under the Contract in accordance with this clause in whole, or from time to time in part, if Owner determines that termination is in Owner's best interest. Termination will be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the effective date of the termination.

Contractor must comply with Owner's direction regarding the effective date of the termination, the extent of the termination, and must stop Work on the date and to the extent specified.

Contractor will be entitled to a total payment on account of the Contract Work so terminated, measured by (i.) the actual cost to Contractor for Work actually

performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, and (ii.) offset by payments made and other Contract credits. In connection with any such calculation; provided, however, Owner retains all rights and remedies under the Contract including, without limitation, claims, indemnities, setoffs/offsets, or back charges.

Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

Project Documents. All product/material data sheets, shop drawings, submittals, submittal logs, samples, invoices, purchase orders, operation and maintenance manuals and instructions, RFIs, RFI logs, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Owner. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Owner in its possession, but may retain copies of any of the Project Documents it may desire.

Change Orders and Claims

The Public Contract Code including, without limitation, Section 7105(d)(2), and Government Code section 930.2 and following, apply to all procedures for changes, time extensions, change orders (time or compensation) and claims.

Any change, waiver, or omission to implement the contract change order and claim procedures will have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner.

Resolution of Construction Claims (PCC § 20104 and following)

Public Contract Code section 20104 and following, specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, "claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a claim, the written demand must state that it is a claim submitted under Section 17 of the Contract and be submitted in compliance with all requirements of this Section. Separate Contractor claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim for purposes of this section. If such request is disputed as

to liability or amount, then the disputed portion of the submission may be converted to a claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

This section does not apply to tort claims, and nothing in this section is intended nor may it be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

Claims Procedure under Public Contract Code § 20104 and following:

The claim must be in writing, submitted in compliance with all requirements of the Contract including, without limitation, the time prescribed by and including the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims under the Contract.

For claims of fifty thousand dollars ($50,000) or less, Owner will respond in writing within 45 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, must be submitted to Contractor within 15 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner will respond in writing within 60 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section, upon mutual agreement of Owner and Contractor; Owner's written response to the claim, as further documented, must be submitted to Contractor within 30 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

Meet and Confer: If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed above, Contractor must notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in

dispute. Upon demand Owner will schedule a meet and confer conference within 30 days for settlement of the dispute. Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time Contractor submits its written claim as set forth in this section, until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Claims Process under Public Contract Code § 9204:

Upon receipt of a claim pursuant to this section, Owner must conduct a reasonable review of the and, within a period not to exceed 45 days, must provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subsection.

The Contractor must furnish reasonable documentation to support the claim.

If Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner will have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. If Owner fails to issue a written statement, subsection 17.6.3 above will apply.

If the Contractor disputes Owner's written response, or if Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner must provide the Contractor a written statement identifying the

portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, will be submitted to nonbinding mediation, with Owner and the Contractor sharing the associated costs equally. Owner and Contractor must mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party will select a mediator and those mediators will select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party will bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute will be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized must conform to the timeframes in this section.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

Failure by Owner to respond to a claim from contractor within the time periods described in this section or to otherwise meet the time requirements of this section will result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, will not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Amounts not paid in a timely manner as required by this section will bear interest at seven percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the contractor may present to Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to Owner must furnish reasonable documentation to support

the claim. Within 45 days of receipt of this written request, the Contractor must notify the subcontractor in writing as to whether the Contractor presented the claim to Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

General Provisions.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

Assignment. Contractor may not assign this Contract without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Third Party Beneficiaries. Contractor's subcontractor must agree to be bound to the terms of the Contract Documents to the extent of their scope of Work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Owner is deemed an express third party beneficiary of their subcontracts. Nothing in this Contract, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Contract.

Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Owner prior to the execution of this Contract.

Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of Owner or Owner Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

Audit/Inspection Of Records. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Work for at least three (3) years following completion of the Work. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records and job cost reports/data documenting all labor, materials, equipment and Work furnished under this Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from any such records, and Contractor shall in no event dispose of,

destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues and disputes between Owner and Contractor regarding this Contract Agreement are resolved, whichever is later.

Attorneys' Fees and Costs. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

Risk of Loss. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.

Counterparts, Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. This Contract and any amendments will be considered executed when the signature of a party is delivered by electronic transmission. Such electronic signature will have the same effect as an original signature.

Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Owner of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

Governing Law and Venue. This Contract shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State where the Project is located, excluding its conflict of laws rules. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

OWNER: CITY OF WILDOMAR

_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

CONTRACTOR: ALL AMERICAN ASPHALT

(If not an individual, two signatures are required)

_____
Edward J. Carlson, Vice President

_____
Michael Farkas, Secretary

EXHIBIT A

COMPENSATION

The total compensation under this Contract may not exceed:

The sum of Three Million, Seven Hundred Ninety Three Thousand, One Hundred Dollars and Fifty Six Cents ($3,793,100.56).

EXHIBIT B

INSURANCE

1. **General Requirements**. Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability	$2,000,000
Business Automobile Liability	$1,000,000
Workers' Compensation	Statutory Requirements
Pollution Liability Insurance	As stated below

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage**.** The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than $2,000,000 per occurrence for all covered losses, and no less than $4,000,000 general aggregate.

   Liability policies must be endorsed to name **Owner, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

   Additional Insured
   The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

   Primary Insurance
   For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

   Coverage must be applicable to Owner for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this

Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Public liability;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by Owner. Limits must not be less than $1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program. Further, Contractor must be in compliance with mandatory coverage requirements imposed by Senate Bill 216 (Business and Professions Code § 7125.)

5. **Pollution Liability Insurance**. Pollution/Environmental Impairment Liability Insurance must be written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit must be no less than $5,000,000 per claim and in the aggregate. All activities contemplated in this Contract must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

6. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by Owner. Owner reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, Owner and Contractor may renegotiate Contractor's compensation.

7. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of

A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Owner's Risk Manager or General Counsel.

8. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to Owner for injury to employees of Contractor, its subcontractors or others performing Work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of Owner following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than $4,000,000 per occurrence and aggregate.

9. **Certificates of Insurance and Endorsements**. Prior to commencing any Work under this Contract, Contractor must file with the Owner Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by Owner. Such Certificates of Insurance and Endorsements must be in a form approved by Owner's legal counsel. Contractor must maintain current certificates and endorsements on file with Owner during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to Owner.

10. **Failure to Maintain Required Insurance**. If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, Owner may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

11. **Effect of Coverage**. The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.

12. **Higher Limits of Insurance**. If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

13. **Waiver of Subrogation.** Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity

has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

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Exhibit F

APPRENTICESHIP PROGRAM AND SKILLED AND TRAINED WORKFORCE REQUIREMENTS

ARTICLE 1 COMPLIANCE

Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 APPRENTICESHIP REQUIREMENTS

Contractor and Subcontractors understand and agree that to the extent compensation for the Work contemplated in this agreement is greater than $30,000, apprentices will need to be employed on the Project as required by law. (Labor Code section 1777.5(d).) If apprentices will need to be employed, Contractor understands and agrees that:

It is Contractor's responsibility to submit contract award information for reach craft required on the Project using the appropriate form prepared by the Division of Apprenticeship Standards ("DAS") within the California Dpeartment of Industrial Relations ("DIR")—currently the "DAS 140 form." A copy of the current DAS 140 form is available at Attachment A for reference. If Contractor is approved to train apprentices, Contractor must send the required information to its apprenticeship committee. If Contractor is not approved to train apprentices, Contractor must send the information to all apprenticeship committees that can supply apprentices to the site of the public works project.

It is Contractor's responsibility to make training fund contributions in the amount established in the prevailing wage rate – either to the applicable apprenticeship committee, or the California Apprenticeship Council ("CAC").

It is Contractor's responsibility to contact the applicable apprenticeship committee to request apprentices for each craft or trade on the Project using the appropriate form DIR, currently the DAS 142 form. A copy of DAS 142 is available at Attachment B for reference. The form must be submitted at least three business days before apprentices are required.

It is Contractor's responsibility to ensure apprentices are employed in the correct ratio. Contractor should be sure to employ on hour of apprentice work for every five hours performed by a journeyman level worker.

More information is available on DIR's website. https://www.dir.ca.gov/Public-Works/Apprentices.html Contractor is responsible for complying with any updated guidance, and using any updated forms, provided by DIR.

CERTIFICATION OF APPROVAL

Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum

ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

When unemployment for the previous three month period in the area exceeds an average of 15 percent;

When the number of apprentices in training in the area exceeds a ratio of one to five;

When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

FUND CONTRIBUTIONS

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

SKILLED AND TRAINED WORKFORCE REQUIREMENTS

Contractor, if and to the extent otherwise required by law, shall meet the requirements of Public Contract Code § 2601(d) subject to certain exceptions set forth therein, that the required percentage of the skilled journeypersons or skilled journeyperson hours employed to perform work on the Project by the Contractor and all subcontractors are graduates of an apprenticeship program for the applicable apprenticeable occupation. Contractor understands and agrees that the skilled and trained workforce requirements of Public Contract Code § 2601 et. seq., and of this article, apply to the extent the Contract is for a design-build Project, and the Compensation described in Exhibit A is $1,000,000 or greater. (Public Contract Code sections 10191, 22162-22164.)

“Skilled Journeyperson” means a worker who either:

Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or apprenticeship program located outside California and approved for federal purposes, pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor.

Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program that is approved by the Chief.

A graduate of an apprenticeship program means either of the following:

An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 pf the Labor Code; or

An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

Pursuant to Public Contract Code section 2602 and if and to the extent otherwise required by law, Contractor shall certify that it, and all its contractors and subcontractors at every tier will comply with the Skilled and Trained Workforce Requirements of Public Contract Code Chapter 2.9 (Sections 2600 through 2603). Prime Contractor also understands and acknowledges that it shall provide the Owner a monthly report, in the form in Attachment C below or a substantially similar form, demonstrating compliance with the Skilled and Trained Workforce Requirements listed in Public Contract Code Chapter 2.9 (Sections 2600 through 2603). If Contractor fails to provide the monthly report, or a report that is incomplete, Owner will withhold future payments until a complete report is provided. The definitions, obligations, rights and remedies set forth in Public Contract Code Section 2600-2603 are hereby incorporated by reference and made a part of this agreement.

Attachment A
DAS 140

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).

- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.

- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

Attachment B
DAS 142

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. **Go to:** http://www.dir.ca.gov/databases/das/owaddrstart.asp **for information about programs in your area and trade**. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.**

List one occupation/craft per form

Date:

To Applicable Apprenticeship Committee:

Name:_____

Address:_____

_____

Tel. No._____**Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

PWC Registration Number: _____

Tel. No._____**Fax No.** _____

Project Information: PWC Project Number _____ **Contract Number** _____

Total Contract Amount. _____ **Sub-Contract Amount** _____

Name of the Project:_____

Address:_____

Dispatch Request Information:

Number of Apprentice(s) Needed:_____**Craft or Trade:** _____

Date Apprentice(s) to Report:_____**(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit* https://www.dir.ca.gov/das/PublicWorksForms.htm

DAS 142 (Revised 10/18)

Attachment C
Skilled and Trained Workforce Monthly Compliance Report

DIRECTIONS: This form is required to be submitted by the Contractor for all contractors regardless of tier by the Xth of the following month for work performed corresponding to this reporting period. Items with a red asterisk (*) indicate a required field.

Project Title:	
***Project Number:**	
***Prime Contractor:**	
***Subcontractor:**	
***Contact Name:**	
***Contact Number:**	

	Month	Year
Exceptions:*		
***Work Month & Year:**		

*Report: Please fill out the following report of all apprenticeable occupations utilized in this reporting period.

SKILLED JOURNEYPERSON (SJ) REPORT							
*Apprenticeable Occupation	*Required minimum SJ: Apprentice Graduate % (see 2nd page attachment)	Number of Skilled Journeypersons (SJ) employed by the contractor to perform work on the project		SJ ratio between the number of SJ: Apprentice Graduates to SJ: On-The-Job Experience Workers	Number of hours worked by SJ employed by the contractor to perform work on the project		SJ ratio of hours worked by SJ: Apprentice Graduates compared with SJ: On-The-Job Experience Workers
		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience		*SJ: Apprentice Graduate	*SJ: On-The- Job Experience	
****EXAMPLE** Laborer**	**40%**	**7**	**3**	**70%**	**30**	**70**	**30%**

Terms	Definitions
Apprentice	Defined in Labor Code 3077
Skilled Journeyperson: Apprentice Graduate	Defined in Public Contracts Code 2601 (e) (1)
Skilled Journeyperson: On-The-Job-Experience	Defined in Public Contracts Code 2601 (e) (2)

(***End of Exhibit F***)

VERIFICATION OF CALIFORNIA CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date

CONTRACTOR (PRINT OR TYPE)

Date

Signature

(Public Contract Code § 6100)

CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

_____
Name (print or type)

_____ _____
Date Signature

PERFORMANCE BOND

On _____, the City of Wildomar, a California municipal corporation ("**OWNER**"), awarded a contract ("**Contract**") to _____ ("**CONTRACTOR**" or "**PRINCIPAL**"), for the Work ("**Work**") identified as _____

The Contract and related documents ("**Contract Documents**") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto OWNER, in the sum of _____dollars ($_____), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by OWNER under the terms of the Contract , PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will perform the Work the identified in the Contract. OWNER has estimated the required amount of the bond as shown above.

2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, OWNER may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the OWNER'S demand unless otherwise agreed in a writing signed by the parties.

3. PRINCIPAL will guarantee the Work against any defective Work, labor or materials for a period of one year following the completion and acceptance of the Work by OWNER.

4. This bond is conditioned upon and guarantees due compliance with all applicable law.

5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed.

Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

   A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

   B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by OWNER in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

SURETY

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

* **ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

** **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

*** **Corporations must affix corporate seal.**

PAYMENT BOND

On _____, the City of Wildomar, a California municipal corporation ("**OWNER**"), awarded a contract ("**Contract**") to _____ ("**CONTRACTOR**" or "**PRINCIPAL**"), for the Work ("**Work**") identified as _____

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and _____ _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("**SURETY**"), are held and firmly bound unto OWNER in the sum of _____ _____ dollars ($_____), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. OWNER has estimated the required amount of the bond as shown above.

2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to Work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to Work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.

3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.

4. This bond is conditioned upon and guarantees due compliance with all applicable law.

5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

SURETY

By _____

Title _____

Address _____

_____

_____
Telephone Number

_____
Signature

* **ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

** **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

*** **Corporations must affix corporate seal.**

Proposal No. IE-5026
June 8, 2023
Revised July 6, 2023

Mr. Cameron Luna
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Subject: PROPOSAL FOR GEOTECHNICAL OBSERVATION, CONCRETE SAMPLING AND MATERIALS TESTING SERVICES DURING ROADWAY REHABILITAION
WILDOMAR CITYWIDE PAVING PROJECT
CIP 57-2 & 58-2
VARIOUS ROADWAYS, WILDOMAR, CALIFORNIA

Mr. Luna:

Geocon West, Inc. (Geocon) is pleased to present this proposal to provide geotechnical observation, concrete sampling and materials testing services during the CIP 057-2 & CIP 058-2 Citywide Paving Project located within the city of Wildomar, California. This proposal was prepared based on information provided in the project Bid Documents, the *Request for Geotechnical Services for CIP 057-2* dated May 24, 2023, our discussions with you, and our experience with similar projects. This proposal has been revised to correct the Table 1 – Fee Estimate and the contract amount.

You have asked Geocon to provide a Not-to-Exceed (NTE) cost estimate in the amount of $35,000 for on-call, as-needed geotechnical services on a time and materials basis in accordance with the Agreement for Professional Services signed by Geocon on June 28, 2022, between the City of Wildomar and Geocon. A construction schedule was not available at the time of this proposal. Should a formal construction schedule become available, Geocon should be allowed the opportunity to review the schedule and revise this proposal as needed.

PROJECT AND SITE UNDERSTANDING

The project duration will be 150 working days once the Notice-to-Proceed is given by the City. The contractor bid deadline is Monday, June 12, 2023. Various roadways within the city will be maintained/rehabilitated using various methods including but not limited to:

- Grind (Cold-Mill) & Overlay of Asphalt Concrete (AC) and Asphalt Rubberized Hot Mix (ARMA).
- In-place pulverization of existing AC and subgrade & Overlay of Asphalt Concrete (AC) and Asphalt Rubberized Hot Mix (ARMA).
- Removal and replacement of existing roadway sections.

The project Bid Documents indicate that additional pavement maintenance/rehabilitation methods, including Type II Slurry Seal, Type II microsurfacing, and Asphalt Rubber Aggregate Membrane (ARAM) surfacing, are planned for the project. However, you have indicated that the city has since chosen alternative methods and observation, sampling, and testing for these methods will not be required.

Additional associated improvements include the removal and reconstruction of PCC cross gutter/spandrels, pavement drainage crossings, concrete curb and gutters, and curb ramps. You have also requested Geocon include time in its fee estimate for PCC Sampling but have indicated that it may not be required as part of the project scope.

PROJECT AND SITE UNDERSTANDING

Geotechnical Observation & Testing

- Provide an Engineering Field Technician/Inspector on an on-call, as-needed basis during the project duration as directed by the City of Wildomar to provide inspection and sampling during maintenance/rehabilitation of roadways. The Technician will be equipped with a vehicle and sufficient field-testing equipment to provide test results and collect samples for laboratory testing.

- Provide an ACI Field Technician on an on-call, as-needed basis during the project duration as directed by the City of Wildomar to provide sampling of PCC concrete.

- Perform laboratory testing related to the roadway maintenance/rehabilitation in accordance with the requirements of the city of Wildomar, Green Book, and the project's Special Provisions. An estimate for these services is provided in Table I, below. The actual cost for laboratory tests would be invoiced in accordance with the attached 2023 *Schedule of Fees*.

- Provide as-needed professional consultation, project management, and construction support services during construction. This includes mix design reviews, attending project meetings, corresponding with the project design and construction management team, scheduling and coordination, etc.

- Prepare a final report of geotechnical inspection and testing services. The report will include a summary of field and laboratory test results and any deviations from project requirements.

ESTIMATED FEES

We will furnish the personnel, transportation, materials, supplies and equipment necessary to perform these services in accordance with the current (2023) *Schedule of Fees*. A detailed estimate for this project is provided in Table 1 below. Please note that this is a time and materials estimate based on our experience with similar projects. Geocon will only bill for the time and services spent on the project in accordance with the *Schedule of Fees*.

Table 1 – Fee Estimate

Activity Description	Personnel	Rate	Qty	Estimate
Geotechnical Observation and Materials Testing Services				
PreConstruction Activities				
Attendance at a Pre-Construction Meeting	Field Supervisor	$120	1	$120
Mix Design Review	Sr. Project Engineer	$155	7	$1,085
			subtotal:	**$1,205**
Construction Activities				
Observation and Testing during Construction	Engineering Technician	$125	148	$18,500
	Vehicle & Equipment	$20	148	$2,960
PCC Concrete Sampling and Testing	Engineering Technician	$125	8	$1,000
	Vehicle & Equipment	$15	8	$120
			subtotal:	**$22,580**
Laboratory Testing				
Maximum Density/Optimum Moisture - 4" (D1557 Soils)	Laboratory	$220	3	$660
Maximum Density/Optimum Moisture - 6" (D1557 Aggregate Base)	Laboratory	$230	3	$690
Hveem D2726	Laboratory	$100	4	$400
Stabilometer Value D1560	Laboratory	$145	4	$580
Theoretical Max Specific Gravity D2041	Laboratory	$145	4	$580
Sieve Analysis of Extracted Asphalt D5444	Laboratory	$150	4	$600
Extraction D6307	Laboratory	$150	4	$600
PCC Compression Testing	Laboratory	$30	8	$240
Technician Sample Pickup & Delivery	Engineering Technician	$105	15	$1,575
			subtotal:	**$5,925**
Project Management and Final Report				
RFI's, Meetings, QA/QC, Project Management	Field Supervisor	$120	24	$2,880
Site Coordination and Scheduling	Dispatch	$120	8	$960
Final Letter Report	Project Engineer/GE/Word Proc	$1,500	1	$1,500
			subtotal:	**$5,340**
			TIME AND MATERIALS ESTIMATE:	**$35,050**

We used our experience with similar projects to derive a fee for geotechnical testing and observation during street rehabilitation. The actual fee for services is directly affected by the construction schedule, weather, and efficiency of the contractor performing the work. Our services will be provided on a time and materials basis in accordance with the referenced *2023 Schedule of Fees*. The invoices will be itemized to reflect only the actual time and costs incurred. Table 1 provides a task item breakdown of our estimate. The fee estimate is for budgeting purposes.

This proposal assumes that the services offered herein are subject to prevailing wage laws. If Client should conclude this project is not subject to prevailing wages, please so advise Geocon in writing immediately. If failure to advise Geocon results in additional costs to Geocon, Client will reimburse Geocon for all costs and expenses.

LIMITATIONS

It is mutually agreed between client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782, *et seq.*, and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please carefully review the contents of this proposal. If they meet with your approval, send us a purchase order in accordance with our on-call agreement with the City of Wildomar. Services provided by Geocon will be pursuant to the on-call agreement.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON WEST, INC.

Kai B. Parker
Field Supervisor/Project Manager

KBP:ATS:hd

Attachments: 2023 SOF

Distribution: Addressee (email)

2023 Schedule of Fees – RV23

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman	$90/hr.
Engineering Assistant/Lab Technician.	$90/hr.
Engineering Field Technician	*80/hr.
Senior Field Technician	*80/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*90/hr.
Field Technician Supervisor	*120/hr.
Staff Engineer/Geologist	*125/hr.
Sr. Staff Engineer/Geologist	*135/hr.
Project Engineer/Geologist	*145/hr.
Senior Project Engineer/Geologist	*155/hr.
Senior Engineer/Geologist	*165/hr.
Associate Engineer/Geologist	*175hr.
Principal Engineer/Geologist/Litigation Support	400/hr.
Attorney Fees (General)	$500/hr.
Deposition or Court Appearance	$550/hr.
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8 Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate

Minimum Field Services Fee per call-out, 4 hrs (if 4 hrs or less), 8 hrs (if more than 4 hrs and less than 8 hrs)

Short-Notice Cancellation 4 hrs (if after 4 pm of the day prior to the scheduled inspection time)

Short-Notice Cancellation, 4 hrs (upon or after arrival at jobsite)

*Prevailing Wage (PW) California Labor Code §1720, et. Seq. add $45/hr.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	Quote Based on Location
Vehicle Mileage	0.75/mile

EQUIPMENT & MATERIALS

*Nuclear Density Gauge/Sand Cone Testing Equipment	$10/hr.
*Vehicle	$10/hr.
*Special Inspection Equipment	$5/hr.
Coring Machine (concrete, asphalt, masonry)	$285/day
Generator	$150/day
Double Ring Infiltrometer	$200/day
GPS Unit	$175/day
Pick-up Truck	$150/day
Mobile Laboratory with Lab Technician	$1,650/day
Drive-Tube Sampler	$60/day
Hand-Auger	$50/day
Dynamic Cone Penetrometer	$250/day
Manometer	$100/day
Schmidt Hammer	$100/day
Water Buffalo	$75/ea.
Battery-Powered Pump	$100/day
Water Level Indicator	$50/day
Perforated 3" PVC Pipe	$45/10ft.
Gravel	$30/bag
Sand	$30/bag
AC Cold Patch	$30/bag
Quick Set PCC Patch	$30/bag
Temp Marking Paint	$15/can
Lath Bundle	$100/ea.
Air Compressor	$150/day
Soil Sample Tube	$15/ea.
Percussion Hammer Drill	$125/day

LABORATORY TESTS

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold $220
(D698/D1557/T99/T108) 6-inch mold $230
(CT 216) California Impact $230
Check Point $100
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) $150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) $50
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) $300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) $100

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $290
(D2844/CT301) Resistance Value, Treated $295
(D1883) California Bearing Ratio $530
(C977) Stabilization Ability of Lime $185
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) $105

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity $135
(D4972/T289) pH Only $30
(CT417) Sulfate Content $100
(CT422) Chloride Content $55
(D2974) Organic Content $50

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall $270
(D5856) Permeability, Rigid Wall $260
(D2434) Permeability, Constant Head $280
(D2434) Permeability, FHA Slab-on-Grade $110
(D2434) Permeability, Hourly $55
(D2435/T216) Consolidation (6 pts. w/ Unload) $350
(D2435/T216) Consolidation Additional Point w/ Unload $65
(D4546) Swell/Compression Testing & Density $120
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) $85
(D4546) Swell/Settlement Testing & Density (County) $100
(D4546) Swell/Settlement Testing & Density (FHA) $90
(D4829) Expansion Index of Soils $160

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve $165
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash $150
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash $115
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash $100
(C117/D1140/T11) Materials Finer than #200 ..... $90
(D2216/T265/CT226) Moisture Content $30
(D2487/D2488) Visual Soil Classification $30
(D2937) Density of In-Place Soil, Drive-Cyl. Method $45
(D4943) Shrinkage Factors of Soils, Wax Method $55
(C131/C535/CT211) L.A. Abrasion Resistance $200
(C142/T112) Clay Lumps and Friable Particles $170
(C123/T113) Light Weight Particles $245
(D3744/CT229/T210) Durability Index Fine $190
(D3744/CT229/T210) Durability Index Coarse $225
(CT227) Cleanness Value $170
(D4791) Flat & Elongated Particles $165
(D693/CT205) Percent Crushed Particles $145
(D5821) Percent. of Fractured Particles, Coarse Aggregate $140
(C40/CT213/T21) Organic Impurities $75
(C235) Soft Hardness (Scratch Hardness) $100
(C88/CT214/T104) Sulfate Soundness $410
(C1252/T304) Uncompact. Void Content, Fine Aggregate $150
(C127/CT206/T85) Coarse Specific Gravity $125
(C128/CT207/T84) Fine Specific Gravity $150
(D854/CT209/T100) Specific Gravity of Soil $150
(C29/CT212/T19) Unit Weight & Percent Voids $90
(D2419/CT217/T176) Sand Equivalent $110
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) $165
(D4318/CT204/T89) Liquid Limit $95
(D4318/CT204/T90) Plastic Limit $95
(C330) Spec. for Lightweight Aggregates, Struc. Concrete ..... Quote

SHEAR STRENGTH

(D2166) Unconfined Compression $100
(D3080/T236) Direct Shear (3 points) $295
(D3080/T236) Remolded Direct Shear (3 points) $300
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass $115
(D2850) Unconsolidated-Undrained Triaxial Shear $160
(D2580) Unconsolidated-Undrained Triaxial Staged $160
(D4767) Consolidated-Undrained Triaxial Shear $265
(D4767) Consolidated-Undrained Triaxial Staged $340
(EM1110) Consolidated-Drained Triaxial Shear $375
(EM1110) Consolidated-Drained Triaxial Staged $480

LABORATORY TESTS (CONTINUED)

(A370) Bend Test
- #11 Bar & Smaller $50
- #14 & #18 Bar $70

(A370) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller $150
- #14 Bar & Larger $190

(A370) Tensile – Electric Resist. Butt Splice w/ Control $150

(A370) Straightening of bar (if required) $25

Structural Steel Tests:
- (A370) Machining & Prep of Test Specimen ..... Cost + 20%
- (A370) Tensile Strength & Elongation
  - Up to 200,000 lbs. $100
  - 200,000 – 300,000 lbs. $125
  - 300,000 – 400,000 lbs. $150

Pre-stressing Wire & Tendon Tests:
- (A421) Tensile Strength, Single Wire $150
- (A416) Tensile Strength, 7-Wire Strand $175

High Strength Bolt, Nut, & Washer Tests:
- (A325/A490) Tensile Test on Bolts $100
- (A563) Proof Load Test on Nuts $100
- (A325/A490) Hardness Test on Bolts $50
- (A536) Hardness Test on Nuts $50
- (F436) Hardness Test on Washers $50

Weld Specimen Tests:
- (E164) Ultrasonic Examination ..... Quote
  - Machining & Prep of Test Specimen ..... Cost + 20%
- (E381) Macrotech Test (3 Faces) $355

ASPHALT TESTING

Asphalt Properties:
- (D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA $100
- (D1560/CT366) Stabilometer Value (HVEEM) $145
- (D2041) Theoretical Max Specific Gravity $145
- (D5444) Sieve Analysis of Extracted Asphalt $150
- (D6307/CT382) Percent Asphalt, Ignition Method $150
- (D1188) Unit Weight of Asphalt Core $65

MISCELLANEOUS TESTING SERVICES

- Emulsion $300
- Wet Track Abrasion $175

Calibration of Hydraulic Ram:
- 100 Ton & Under $200
- 101 Tons – 200 Tons $300

Use of Universal Testing Machine:
- UTM with One Operator $320
- Additional Technician ..... Regular Tech Rate

Spray Applied Fireproofing:
- (E605/E736) Fireproofing Oven Dry Density/Thickness $90

MASONRY**

Concrete Block Test (Sets of 3 Required):
- (C140) Unit Weight Moisture Content & Absorption $195
- (C140) Moisture Content/Absorption (ea. addtl. specimen) $65
- (C140) Compression Test $195
- (C140) Compression Test (ea. addtl. specimen) $65
- (C426) Linear Drying Shrinkage $285
- (C109/UBC 21-16) Mortar Cylinder (2"x4") $30
- (C942) Grout Prism (3"x3"x6"), trimming included $35

Masonry Prism (Assemblage):
- (C1314) 8"x8"x16" – 8"x12"x16" $200
- (C1314) 8"x16"x16" – 10"x12"x16" $225
- (C1314) 12"x12"x16" – 12"x16"x16" $250
- (C1314) Larger than 12"x16"x16" ..... Quote

Brick Test (Set of 5 Specimens):
- (C67) 24-Hour Absorption, Cold Water $225
- (C67) 5-Hour Absorption, Boiling Water $225
- (C67) Compression Test or Modulus of Rupture $255
- (C67) Each Additional Specimen $45

CONCRETE**

Mix Designs:
- (ACI211/ACI214) Concrete Mix Design $350
- (ACI211/ACI214) Review of Concrete Mix Design $350
- (C192) Concrete Trial Mix (includes equipment & labor) $495

Concrete Properties:
- (C39/CT521/T22) Comp. Strength, Concrete Cyl $30
- (C42/CT521/T22) Comp. Strength, Concrete/Gunite Core $60
- (C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam $165
- (C174) Length Measuring of Drilled Cores $75
- (C1140) Shotcrete Panel-Coring & Testing (Set of 3) $290
- (C1140) Shotcrete Panel (each addtl. specimen) $90
- (C496) Static Modulus of Elasticity $200
- (C496) Drying Shrinkage (Set of 3, up to 28 days) $395
- (C642) Spec. Gravity, Absorp., Voids in Hardened Concrete $95
- (F1869) Moisture Vapor Emission Rate, Concrete Subfloor $50

***2X Surcharge on rush turn-around for laboratory testing.**

****Fee applies for sample storage, testing, or disposal.**

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only and include reporting of routine results not calling for comments, recommendations or conclusions.*

2. *Sampling and testing are conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*

3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is based on the local costs per day when location of work dictates.*

4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein.*

5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent, and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*

6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of $50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

7. *Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of $100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

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

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CITY OF WILDOMAR

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Dan York, City Manager

FROM: Jason Farag, Public Works Director

PREPARED: Cameron Luna, Associate Engineer

DATE: July 12, 2023

SUBJECT: Approve an Agreement for Consultant Services with LaBelle Marvin, Inc. for the Slurry Seal Project, CIP 058-2

RECOMMENDATION:
Staff recommends that the City Manager, under the authorities delegated by City of Wildomar Municipal Code Section 3.28.020 – Contracts of $50,000.00 or less:

1. Approve an Agreement for Consultant Services with LaBelle Marvin, Inc. in the amount of $44,848.00 for material testing services for the Slurry Seal Project, CIP 058-2
2. Authorize the City Engineer to approve Extra Work Authorizations not to exceed $5,000.

BACKGROUND:
On July 12, 2023, Staff recommended that the City Council award a single Construction Contract to All American Asphalt for the Road Maintenance and Rehabilitation Project and the Slurry Seal Project (CIP 057-2 and CIP 058-2). The purpose of the proposed agreement with LaBelle Marvin, Inc. is to provide the necessary material testing for the Slurry Seal Project (Project). Material testing is required throughout the placement of the slurry seal for quality control and quality assurance.

The City's Slurry Seal Project will use a unique type of slurry seal (RAP Slurry) and the Project includes almost 4 million square feet of slurry seal across 130 different street segments throughout the City. The slurry seal cost is approximately 17% of the total contract award. Testing of slurry seal requires specialized knowledge of the product and specialized testing equipment and experience to ensure the

materials conform to the Project specifications. LaBelle Marvin is a well-known firm with extensive experience and knowledge in specialized testing of slurry seal materials, including providing testing services for the City's previous slurry seal project in FY 2021-2022 (CIP 058). LaBelle Marvin provides testing services to many jurisdictions, including nearby local agencies, and has the ability to perform all of the required material testing for the Project.

FISCAL IMPACT:
The Road Maintenance and Rehabilitation Project and the Slurry Seal Project (CIP 057-2 and CIP 058-2) were included in the Capital Improvement Program (CIP) Budget for Fiscal Year 2022-2023 and 2023-2024. Project funding is provided by RMRA, Measure A and Measure AA, MSRC and CalRecycle. There are sufficient funds available in the project budget to cover the cost of the material testing and no supplemental funds will be required.

ATTACHMENTS:
1. Agreement for Consultant Services

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

LABELLE MARVIN, INC,
a California corporation

// 2021
RIV #4814-7282-0706 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
LABELLE MARVIN, INC.

This Agreement for Services ("Agreement") is entered into as of this 12th day of July, 2023 by and between the City of Wildomar, a municipal corporation ("City") and Labelle Marvin, a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct negotiation, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one (1) year ("Initial Term") commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty-Four Thousand, Eight Hundred and Forty Eight and 00/100 Dollars ($44,848.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service

Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to an concern the result of Service Provider's provision of service and not the means, methods, or

scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws apply to this Agreement. The Agreement involves any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service

Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the

performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by email, telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595
Email: wildomarpw@cityofwildomar.org

To Service Provider: LaBelle Marvin, Inc.
Attn: Steve Marvin
2700 S. Grand Ave.
Santa Ana, CA 92705

Notice shall be deemed effective on the date personally delivered or transmitted by email or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

"Service Provider": LaBelle Marvin, Inc.

By: _____ By: _____

Name:_____ Name: _____

Its (Title):_____ Its (Title): _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4814-7282-0706 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4814-7282-0706 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Material Testing: All tasks per the proposal provided by the Service Provider for the Slurry Seal Project (CIP 058-2) (Project), attached hereto and incorporated herein as though set forth in full.
B. Material Submittal Reviews: Review of Project Material Submittals from contractor, to verify material conformance with the Project specifications, as requested by the City.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Material Testing: Testing result reports, certified by the Service Provider, demonstrating material conformance to Project specifications.
B. Material Submittal Review: Comments on or approval of submittal, signed by the Service Provider, based on conformance with Project specifications.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A. Not Applicable

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. Material Testing: As soon as test results are available following completion of Service Provider's Quality Assurance and Quality Control process
B. Material Submittal Reviews: Five (5) working days
C. Weekly Schedule of Testing: As requested by the City

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Properly trained and qualified personnel, as required by applicable test method requirements and Project specifications.

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

I. None

• ANALYSIS
• DESIGN

LaBelle • Marvin
PROFESSIONAL PAVEMENT ENGINEERING
A CALIFORNIA CORPORATION

• SOILS, ASPHALT TECHNOLOGY

June 23, 2023

City of Wildomar
C/O Mr. Jason Farag, P.E.
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Attn: Jason Farag

LaBelle-Marvin, Inc., is pleased to present the following revised cost proposal for materials testing services relative to the Road Rehabilitation project, (CIP 057-2_058-2). Assume Fourteen (14) days of Slurry production, with three trucks used for production. (Two samples per truck per day.) Prevailing wage rates applicable. Project management not a part.

Aggregate Slurry Seal operations: LaBelle Marvin will confirm that the aggregate slurry seal complies with project specifications in accordance with the specification as outlined within SSPWC sections 203-5 and 302-4. Bulk samples of the finished product will be sampled at a rate of two samples per truck for each day. Aggregate samples will be sampled once daily and tested for aggregate gradation and sand equivalent. Bulk samples of the completed mixture will be tested for total moisture content, residual binder content, % emulsion, wet track abrasion loss, and consistency at a rate of one sample per truck per day - hold second for further testing if necessary.

Production Testing (Slurry)

Technician/Sampling	
28 Hours @ $150 Travel OT	**$4,200.00**
112 Hours @ $140 On Site	**$15,680.00**
% Moisture	
56 @ $45	**$2,520.00**
Extraction, % Residual Asphalt	
42 @ $270	**$11,340.00**
Aggregate Gradation	
14 @ $120	**$1,680.00**
Sand Equivalent	
14 @ $120	**$1,680.00**
Cook Off, (Emulsion)	
2 @ $190	**$380.00**
Reflux Extraction, (RAP Aggregate)	
1 @ $270	**$270.00**
Solvent Surcharge, (RAP Aggregate)	
1 @ $90	**$90.00**
Gradation, (RAP Aggregate)	
1 @ $120	**$120.00**

2700 S. GRAND AVENUE • SANTA ANA, CA 92705-5404 • (714) 546-3468 • FAX (714) 546-5841
INFO@LABELLEMARVIN.COM

W.T.A.T.		
42 @ $135		**$5,670.00**
Mileage		
1624 @ $0.75		**$1,218.00**
	Total	**$44,848.00**

Office Support		
Report Preparation/Typing		
8 Hours @ $90		**$720.00**
Principal Engineer		
2 Hours @ $265		**$530.00**
	Total	**$1,250.00**

Grand Total	**$46,098.00**

Requested additional laboratory tests for hold samples not included in this cost estimate. Charges would be for actual services performed at the above stated rates in accordance with our current Schedule of Fees. The opportunity to present this proposal for services is sincerely appreciated and should you have any questions, kindly call.

Very truly yours,

Thomas S. Williams
Lab & Field Supervisor

TSW:cm
Enclosure

EXHIBIT "B"
COMPENSATION

I. **Service Provider shall use the following rates of pay in the performance of the Services:**

A. Material Testing Services – per Service Provider's attached proposal

B. Material Submittal Reviews – $265/hour

II. **Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $_____ per hour without written authorization from the City Manager or his designee.**

Not Applicable

III. **The total compensation for the Services shall not exceed $46,098.00, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.**

Exhibit "C"

INSURANCE REQUIREMENTS

Service Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(Not required if Service Provider provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

June 6, 2023

Jason Farag, PE, Director of Public Works
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

INTERWEST
A SAFEbuilt COMPANY

Re: Letter Proposal to Provide Construction Management and Oversight FY 23/24 – Rehab Project and Development/Permit Observations

Dear Mr. Farag,

We are pleased to present this letter proposal to the City of Wildomar (City) to provide Construction Management and Oversight for the FY 23/24 Rehab/Slurry project anticipated to start in August for a total of 150 working days. We propose to provide a senior Construction Manager, **Charles ("Chuck") Collett**, at an hourly rate of $126.50 per Amendment #3 Approved Fee Rates. Chuck is very familiar with the City and projects and has over 40 years' experience.

SCOPE OF WORK

Task	Hourly Rate	Hours	Total Hours	Total
Pre-Construction Meeting, submittal reviews, baseline schedule review, pre-construction site walk	$126.50	20	20	$2,530
Construction Management & Oversight	$126.50	5 hrs. a Day for 150 working days	750	$94,875
Post Construction Management and Close Out	$126.50	20	20	$2,530
		TOTAL NOT-TO-EXCEED:	**790**	**$99,935**

Furthermore, we appreciate the opportunity to submit this proposal to the City of Wildomar. Please contact Steve Kooyman, PE at 530.318.1066 or skooyman@interwestgrp.com should you have any questions. If you find our proposal acceptable, please provide a signed notice-to-proceed letter.

Sincerely,

Paul Meschino, President
Interwest Consulting Group

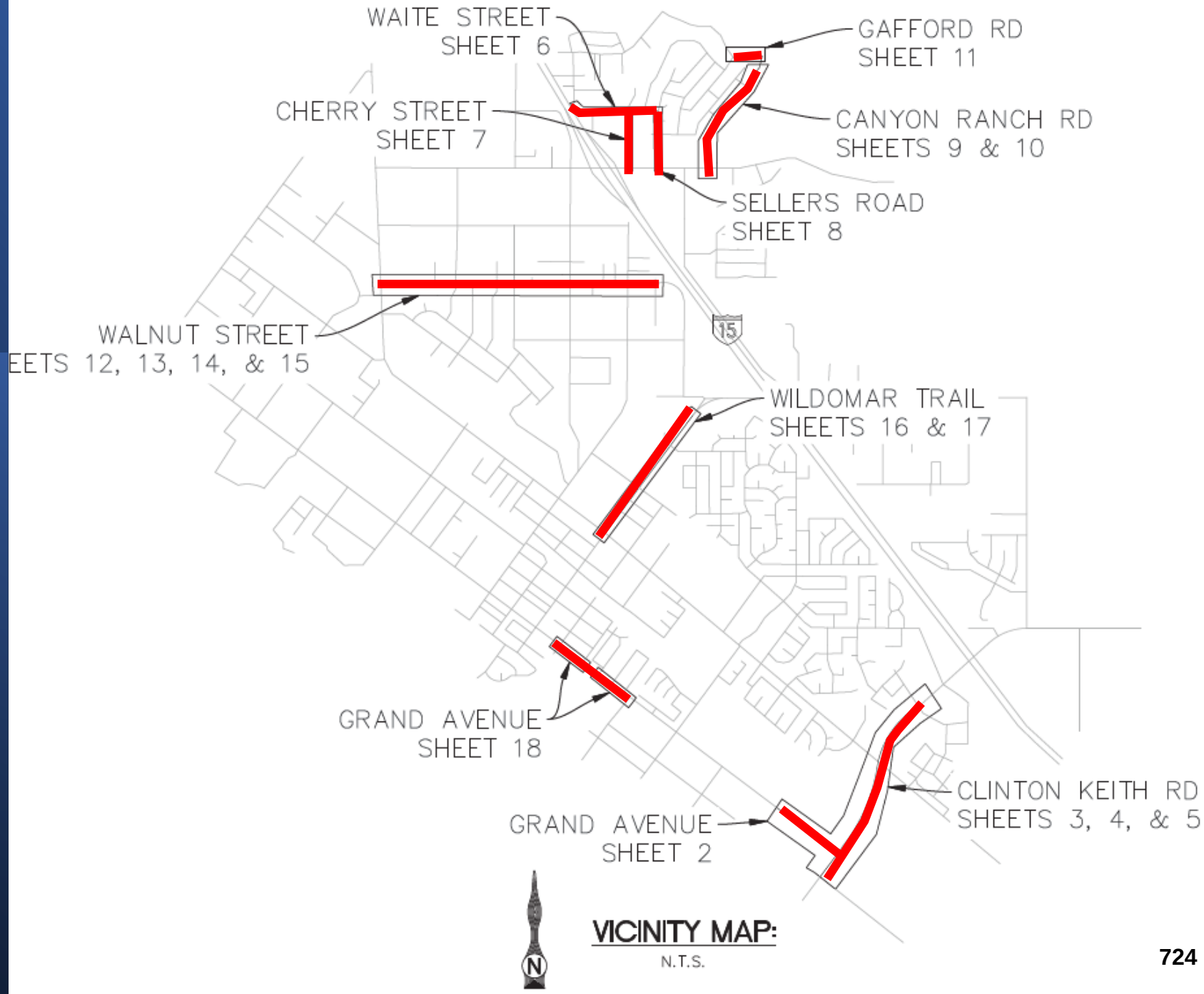
CIP 057-2/058-2 Citywide Road Rehabilitation & Slurry Seal Projects

Public Works/Engineering Department

City of Wildomar

City Council Meeting July 12, 2023

Road Rehab Streets (CIP 057-2)



Slurry Seal Streets (CIP 058-2)

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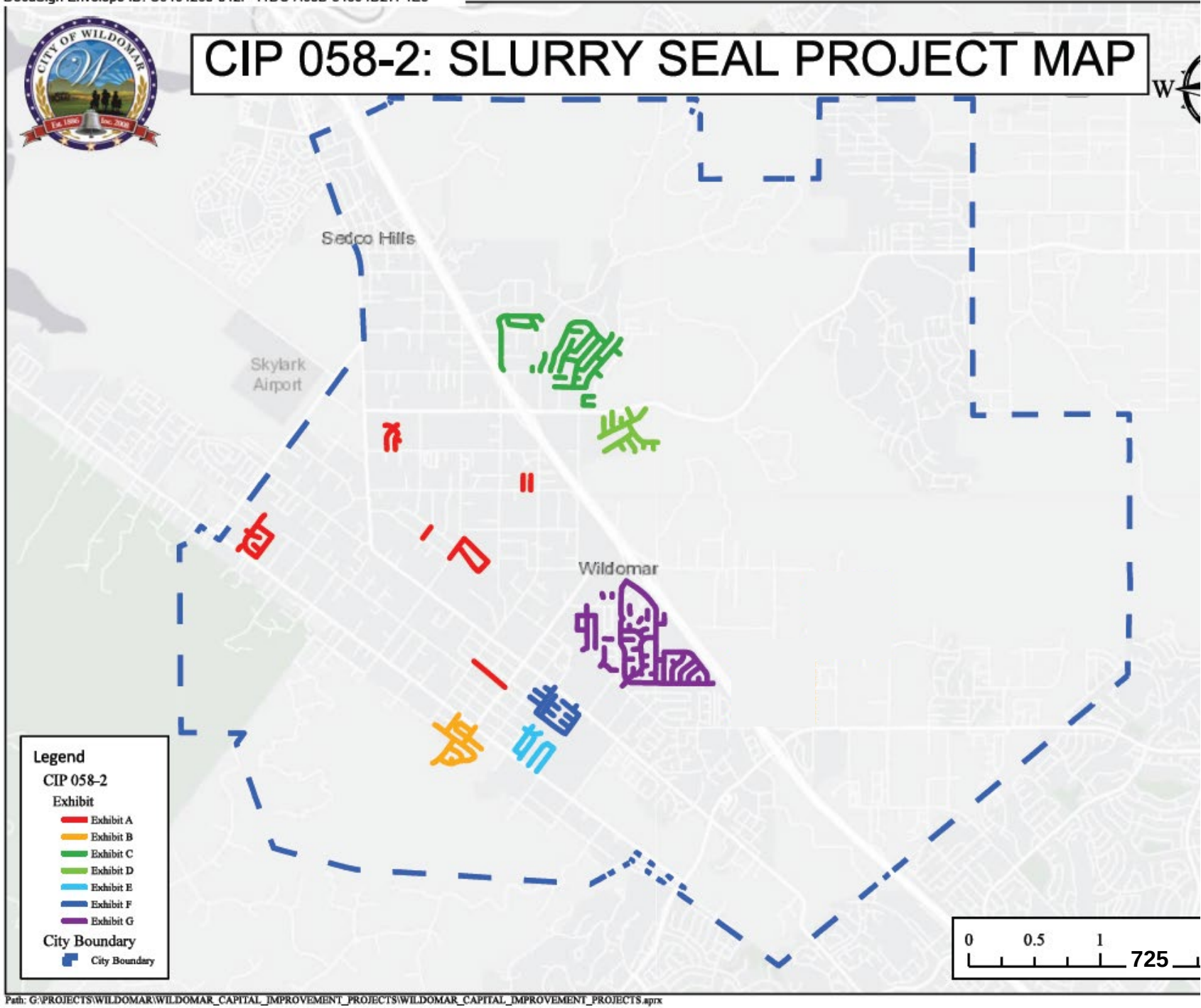

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Road Selection Criteria

PAVEMENT CONDITION INDEX (PCI)

ROADWAY PRIORITY

FUTURE OVERLAPPING PROJECTS

PUBLIC INPUT

REHABILITATION COSTS

Pavement Condition Index

PCI	Condition Description
90-100	Excellent
70-90	Good
50-70	Fair/At Risk
25-50	Poor
0-25	Very Poor/Failed

Road Selection Criteria

PAVEMENT CONDITION INDEX (PCI)

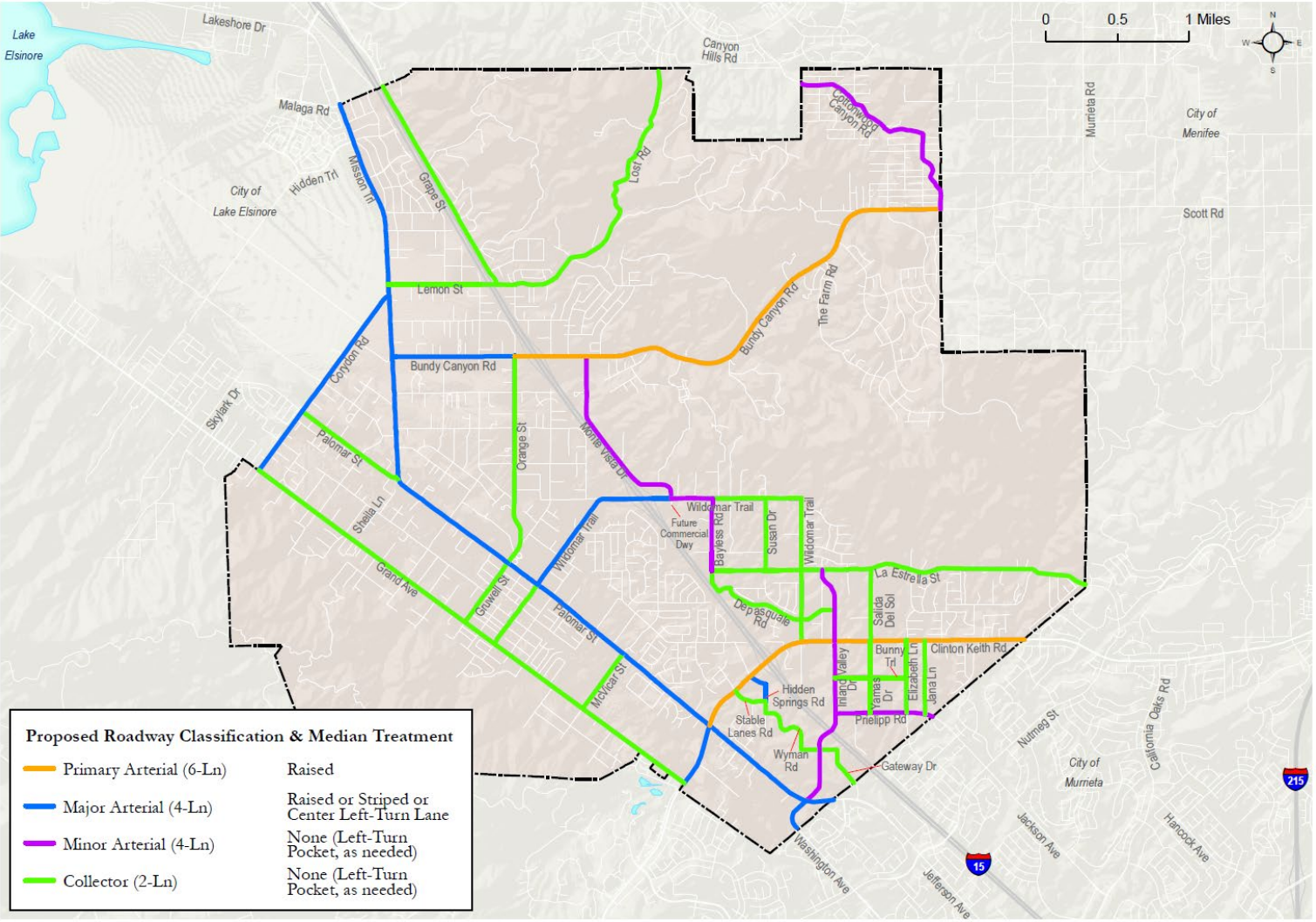
ROADWAY PRIORITY

FUTURE OVERLAPPING PROJECTS

PUBLIC INPUT

REHABILITATION COSTS

Roadway Priority



Road Selection Criteria

PAVEMENT CONDITION INDEX (PCI)

ROADWAY PRIORITY

FUTURE OVERLAPPING PROJECTS

PUBLIC INPUT

REHABILITATION COSTS

Road Selection Criteria

PAVEMENT CONDITION INDEX (PCI)

ROADWAY PRIORITY

FUTURE OVERLAPPING PROJECTS

PUBLIC INPUT

REHABILITATION COSTS

Road Selection Criteria

PAVEMENT CONDITION INDEX (PCI)

ROADWAY PRIORITY

FUTURE OVERLAPPING PROJECTS

PUBLIC INPUT

REHABILITATION COSTS

Questions?

Cameron Luna
cluna@cityofwildomar.org

Jason Farag
jfarag@cityofwildomar.org

951-677-7751 x200
wildomarpw@cityofwildomar.org

Check our website for project updates!
https://www.cityofwildomar.org/266/Construction-Alerts

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: July 12, 2023

SUBJECT: Public Parks, Facilities and Trails Naming Ad-hoc Subcommittee

SUBMITTED BY: Daniel A York

PREPARED BY: Janet Morales

ACTION:
1. Discuss and provide input on the public engagement process for naming public parks, facilities, and trails.

2. Select 2 members to serve on the Public Parks, Facilities, and Trails Naming ad-hoc Subcommittee for the purpose of reviewing and submitting to the Council recommended naming requests of currently owned parks, facilities, and trails.

BACKGROUND:
On March 14, 2012, the City Council adopted Resolution No. 2012-15, approving naming criteria for Public Parks, Facilities, and Trails. The purpose of the criteria was to provide guidelines and procedures to create a stronger sense of community and enhance a sense of history.

Since the adoption of the criteria, the City has acquired property that has not been named. Staff recommends that the City Council provide input on the public engagement process and create an ad-hoc subcommittee to review and submit the recommendations to the Council.

DISCUSSION:
The Resolution identifies the following naming process and procedures:

A. All requests for the naming of public parks, facilities, and trails must be submitted in writing to the City Clerk. Such requests, at a minimum, must provide the following:

1. Name of petitioner.
2. Description of the request and how the naming criteria is met.

3. Location/address of the public park, facility, trail or area of the city.
4. Desired date for the City Council to consider the request.
5. Desired date of dedication/ceremony, if possible, to have the naming of the public park, facility or trail.
6. Authorization from the individual or organization for which the public facility will be named (if not same as petitioner).

B. The City Clerk shall then forward the request to the appropriate sub-committee/department for review and recommendation.

C. The sub-committee/department will submit valid requests to the City Council at the earliest possible meeting for consideration.

D. The Clerk shall notify the petitioner of the date and time for City Council consideration and/or the subsequent action by the City Council.

E. The City Council shall evaluate the naming of public parks, facilities and trails.

F. The City Council shall have the final authority to approve names of public parks, facilities and trails.

G. Once the City Council acts on a request, the decision is final and becomes effective immediately. This process does not apply to the renaming of streets.

In addition to the guidelines and procedures, the City Council is encouraged to provide additional input on the public engagement process.

ATTACHMENTS:
Resolution 2012-15

RESOLUTION NO. 2012 - 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A NAMING CRITERA FOR PUBLIC PARKS, FACILITIES AND TRAILS

WHEREAS, the City recognizes that it lacks a criteria pertaining to the naming of public parks, facilities and trails; and

WHEREAS, the City has determined that It is necessary and proper to establish a criteria for the naming of public parks, facilities and trails; and

WHEREAS, the City Council has determined that a criteria for the naming of public parks, facilities and trails would benefit the residents of the City by creating a stronger sense of community; a sense of identity and place; a connection between past and present; and enhancing a sense of history.

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

Section 1. The City Council of the City of Wildomar finds that the above recitals are true and correct.

Section 2. The naming criteria for Public Parks, Facilities and Trails, attached as Exhibit A and incorporated herein, is hereby approved.

Section 3. These Criteria shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 11th day of April, 2012.

Ben Benoit
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Debbie A. Lee, CMC
City Clerk

EXHIBIT A

NAMING CRITIERA FOR PUBLIC PARKS, FACILITIES AND TRAILS

1. **PURPOSE**

The purpose of the criteria is to provide guidelines and procedures for the naming of public parks, facilities and trails including, but not limited to:

- Public parks and facilities including buildings, support facilities and recreation facilities; and
- Dedication/memorial objects or symbols including, plaques, living trees, public benches, rocks, memorial flagpoles and sculptures.

This criterion is provided to recognize individuals (deceased or living but retired or professionally/politically in-active) or community organizations (active or non-active) that have made a significant contribution to the City of Wildomar by naming, or possibly renaming, public parks, facilities and trails in their honor.

The naming of these public parks, facilities and trails benefits the residents of the City by:

- Creating a stronger sense of community;
- Promoting a sense of identity and place;
- Providing for a connection between past and present; and
- Enhancing a sense of history in the community.

2. **DEFINITIONS**

A. **Parks and Park Sites**: Owned and managed by the City, used for public recreation purposes and include developed and undeveloped park areas and designated open space areas.

B. **City Buildings/Facilities**: City owned facilities used to conduct City business. Buildings may include, but are not limited to, City Hall, Fire Stations, Police Stations, Arts Centers, Senior Center, Health & Wellness Center, Teen Center, Aquatics Center, Youth Center, City Council Chambers and Community Meeting Rooms.

C. **Recreation Facilities, Trails & Amenities**: Facilities/amenities that could be located within a public park or part of a facility or a segment/portion of a trail. These include, but are not limited to, athletic fields, gymnasiums, and pavilions, meeting rooms, skate parks, picnic shelters, benches, tennis and basketball courts, playground equipment, golf courses, recreation centers and trails (pedestrian, biking and equestrian).

D. **Support Facilities**: City owned facilities that are used to support field operations. Support facilities may include such facilities as a Corporation Yard.

3. NAMING GUIDELINES AND CONDITIONS:

A. The criteria set by City Council is provided for naming of public parks, facilities and trails in a manner that will provide an easy and recognizable reference for City residents and visitors.

B. The naming of a public park, facility and trail may be based on the geographic location of said facility within a specific place, neighborhood, regional area of the City, or the City itself, if the facility is deemed to serve the entire community or the surrounding areas.

C. The naming of a public park, facility and trail may include a prominent form of topography, a prominent plant, bush or tree and historical (pre-city incorporation, July 1, 2008) precedent.

D. Individual and organizations that have made contributions of regional or community wide significance may be considered for naming of public parks, facilities and trails that serve the region or community.

E. Individuals and organizations that have made contributions of area or neighborhood-wide significance may be considered for naming of public parks, facilities and trails that serve areas or neighborhoods within the City, including recreational facilities and amenities within public parks.

F. Public parks, facilities and trails or portions thereof may be dedicated in memory or honor of, individuals or organizations and are encouraged to be in the form of facility improvements or enhancements.

G. The naming of a public park, facility and trail shall recognize individuals (deceased or living yet retired or professionally/politically in-active) or community organizations (active or non-active) that have made a significant contribution to the City of Wildomar.

H. Dedications and Memorials:

   a. Any individual, family, group or organization sponsoring a dedication or memorial must provide sufficient funds to purchase, install, and maintain any plaque or other form of label associated with the recognition. The City will make every effort to preserve any dedication plaque or memorial through regular standard of landscape care. If necessary, due to repair of surrounding areas, construction or redesign of a facility, the dedication or memorial object may be relocated at the City's expense. If the plaque or other dedication object cannot continue to be reasonably maintained, it may be removed by the City and returned to its owner.

   b. If the dedication includes the gift of a tree or plant, the City will provide its regular standard of landscape care for the tree or plant. If the tree or plant

does not survive, the City is not obligated to provide a replacement. If so, the sponsor must provide sufficient funds to purchase and reinstall said tree or plant.

c. If the dedication includes the gift of an object (e.g. bench, picnic table, play ground equipment), the City will provide its regular standard of care and maintenance for the object. If the object is damaged due to vandalism; becomes unusable due to age, wear and tear or is stolen, the City is not obligated to replace or repair the object. If so, the sponsor must provide sufficient funds to purchase and re-install said object.

3. SPECIFIC NAMING CRITIERA:

The following criteria must be met when requesting to provide a name for public parks, facilities and trails. No part of these criteria shall conflict with any City ordinance, code or other laws and regulations.

A. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered.

B. Individuals must be retired or in-active from their profession or political office which provided the basis for their significant contribution to the community.

C. The individual must not have been convicted of a felony.

D. “Dedications” are in recognition of an outstanding service, a donation or contribution to the public park, facility, trail or community or, in “Memory” of someone who has made a substantial contribution to the public park, facility, trail or community.

E. Dedications and memorials must blend with or complement the existing public park, facility or trail.

4. GENERAL NAMING CRITIERA

Requests for the naming of public parks, facilities and trails including, but not limited to; public parks, facilities and trails including, buildings, support facilities and recreation facilities; and the placement of dedications or memorial objects or symbols (plaques, living trees, public benches, rocks, memorial flagpoles and sculptures) in, or on, public parks, facilities and trails in honor of individuals (deceased or living yet professionally/politically inactive) or community organizations (active or non-active) may only be considered if at least one or more of the following eligibility criteria below is satisfied.

A. The individual, their family or a community organization has made exceptional contributions to the City, including, but not limited to, financial gifts, public service , dedications, contributions, etc.

B. The individual was/is a resident of the City of Wildomar for at least fifteen (15) years.

C. Individual: The person for whom the public park, facility or trail is being named, died in the line of duty serving in the military of the United States of America.

D. Individual: The person for whom the public park, facility or trail is being named, died while performing a heroic act (e.g., saving the life of another person).

E. The "Historic" designation category can be used when the naming designation:
   a. Exceeds 50 years in the community; or
   b. Before City incorporation (prior to July 1, 2008)

F. The "Patron" designation category can be used when the naming designation:
   a. Less than 50 years in the community
   b. After City incorporation (July 1, 2008).

5. PROCESS & PROCEDURES

A. All requests for the naming of public parks, facilities and trails must be submitted in writing to the City Clerk. Such requests, at a minimum, must provide the following:

   1. Name of petitioner.
   2. Description of the request and how the naming criteria is met.
   3. Location/address of the public park, facility, trail or area of the city.
   4. Desired date for the City Council to consider the request.
   5. Desired date of dedication/ceremony, if possible, to have the naming of the public park, facility or trail.
   6. Authorization from the individual or organization for which the public facility will be named (if not same as petitioner).

B. The City Clerk shall then forward the request to the appropriate sub-committee/department for review and recommendation.

C. The sub-committee/department will submit valid requests to the City Council at the earliest possible meeting for consideration.

D. The Clerk shall notify the petitioner of the date and time for City Council consideration and/or the subsequent action by the City Council.

E. The City Council shall evaluate the naming of public parks, facilities and trails.

F. The City Council shall have the final authority to approve names of public parks, facilities and trails.

G. Once the City Council acts on a request, the decision is final and becomes effective immediately. This process does not apply to the renaming of

streets.

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. 2012 - 15 was duly adopted at a regular meeting held on April 11, 2012, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Benoit, Mayor Pro Tem Walker, Council Members Moore, Swanson

NOES: None

ABSTAIN: None

ABSENT: Council Member Cashman

Debbie A. Lee

Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.4
Meeting Date: July 12, 2023

SUBJECT: Measure AA Oversight Advisory Committee Appointments

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Review the applications for membership on the Measure AA Oversight Advisory Committee and appoint 1 member for a term ending June 2024 and 2 members for terms ending June 2025.

SUMMARY:
The Measure AA Committee is comprised of five members and serves as established and appointed for 2 year terms by the City Council. The Committee's role is to ensure that all revenues received from the voter approved one cent transactions and use tax (Measure AA) are spent on permissible uses as outlined in City of Wildomar Ordinance 161 and City Municipal Code Chapter 3.22.

BACKGROUND:
Patricia Richardson submitted her resignation for a term ending June 2024. Charles (Ken) Herrera and Sheila Urlaub's terms expired in June 2023.

DISCUSSION:
On June 8, 2023, a Notice of Vacancy for 1 unscheduled and 2 scheduled positions were advertised. At the end of the recruitment period, applications were received from the following residents:

1. Jasmine Bearden
2. Eric Bunge
3. Carlos Hernandez
4. James Howey

It is staff's recommendation that the City Council review the applications and make one appointment for a term ending June 2024 and two appointments for terms ending June 2025.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. Bearden, Jasmine
2. Bunge, Eric
3. Hernandez, Carlos
4. Howey, James

DocuSign Envelope ID: 3ED9BFD4-2C04-4970-BF0A-BCA68016472B

Volunteer Application
WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: Bearden First Name: Jasmine MI: L

Address: [redacted] City: Wildomar Zip Code: 92595

Home Phone: Cell Phone: [redacted]

Email Addr [redacted]

QUESTIONAIRE

What type of Volunteer Experiences Have You Had?

My volunteer experience includes, but is not limited to: the Wildomar Beautification Team, the American Cancer Society, the Lutheran Women's Missionary League.

Education, Credentials, Government Finance/ Accounting/Auditing Experience:

My career and healthcare spans over 20 years. I began as a certified nurse assistant. I then moved into an administrative assistant as a unit coordinator in a high acuity hospital, then promoted as the perioperative services coordinator at a top orthopedic .

Public Communication Experience:

I was the cofounder of a grass roots organization that primarily focused on public policy as well as pro law enforcement rallies. This organization now has chapters in Idaho, Texas and Tennessee respectively.

Project Leadership Skills/Experience:

See above.

Knowledge of Police, Fire, Street Maintenance and Homelessness needs, services and costs:

Both of my parents were in law-enforcement in a variety of capacities. My father was a lieutenant at the Costa Mesa Police Department. Both parents were polygraph exa

Other Relevant Skills/Information:

I am a partner in a small local business and an active participant in the community at large.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely, and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking stooping, kneeling, climbing, talking. Listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Jasmine Bearden	Jasmine Bearden	June 28 2023
Applicant Name (print)	*Applicant Signature*	*Date*

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WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE
Supplemental Questionnaire

PRINT NAME: Jasmine Bearden

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure AA Citizens' Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Jasmine Bearden
Signature

6/28/2023
Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

N/A

2. What is your understanding of the role and responsibilities of the Wildomar Measure AA Citizen's Oversight Advisory Committee?

This is an advisory committee that ensures "all revenues received from the voter-approved one-cent transactions and use tax (Measure AA) are only spent on permissible uses as outlined in City Municipal Code Chapter 3.22."

3. Why did you apply for the committee and what do you hope to accomplish by your participation?

The position was recommended to me. I see it as an opportunity to further my understanding of the nuances and complexities of how cities operate.

4. What qualities or experience would you bring that would benefit the Wildomar Measure AA Citizen's Oversight Advisory Committee?

I have a genuine interest in my community and that authenticity lends itself towards the goal of improving my community both objectively and proactively.

5. What is your experience with governmental service costs (Police, Fire, Street Maintenance, Homelessness or other recurring City Services)?

In order to be as efficient with my time as possible, please see the application above.

6. What is your experience with governmental financial reports and/or audits?

This is the one area where there would be a learning curve. I would be highly reliant on the experience of existing committee members

7. Describe your goals and/or interest in being a member of the Committee.

Again, my primary goal would be to be of service to my community. To be objective, reliable and trustworthy.

Attach additional documents as needed

Volunteer Application
WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: Bunge First Name: Eric MI: W

Address: [redacted] City: Wildomar Zip Code: 92595

Home Phone: Cell Phone: [redacted]

Email Addr [redacted]

QUESTIONAIRE

What type of Volunteer Experiences Have You Had?

I volunteered and was appointed to sit on the City of Wildomar's General Plan Update advisory group.

Education, Credentials, Government Finance/ Accounting/Auditing Experience:

I sit on the advisory board for the Veteran Housing Alliance.

Public Communication Experience:

I am on the fundraising committee Habitat for Humanity Inland Valley.

Project Leadership Skills/Experience:

I used to work for a local non profit (Habitat for Humanity inland Valley) and still support many in the local area. Animal Friends of the Valley, Oak Grove, Dream Center Lake Elsinore, etc. to name a few.

Knowledge of Police, Fire, Street Maintenance and Homelessness needs, services and costs:

I am on the San Diego Fair Housing Alliance leadership committee.

Other Relevant Skills/Information:

Grant administration, compliance and reporting.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely, and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking stooping, kneeling, climbing, talking. Listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Eric Bunge	Eric Bunge	06 19 2023
Applicant Name (print)	*Applicant Signature*	*Date*

WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE
Supplemental Questionnaire

PRINT NAME: Eric Bunge

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure AA Citizens' Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Eric Bunge
Signature

6/19/2023
Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I have really enjoyed being a resident of Wildomar for more than 5 years now. I was honored to be nominated and selected for the City's General Plan update advisory group. Through that experience, I become more entrenched in the City and it continued to grow my appreciation for this community. I feel that it is an exciting time for the City and it is poised to do some amazing growth over the next few years. I would like to be in a role where I can continue serve as we make a responsible investment toward its development.

2. What is your understanding of the role and responsibilities of the Wildomar Measure AA Citizen's Oversight Advisory Committee?

In 2019 Wildomar residents voted and passed a 1% tax increase that resulted in about $1.7 million for the City. These are local funds to be used for Wildomar's public safety including police and fire, addressing the homelessness needs, maintaining local streets, etc. The Advisory Committee assists with oversight and auditing to make sure the funds were used appropriately.

The committee meets the 4th Thursday of February, May and August and the 1st Thursday in December.

3. Why did you apply for the committee and what do you hope to accomplish by your participation?

I saw the post on the City's social media page and became instantly intrigued. This came at an interesting time since I was beginning to look for another way to become more involved.

I feel that it is important to use funding to support a variety of City related services but it is equally important to have checks and balances. I feel that this committee works to make sure both of those are accomplished.

4. What qualities or experience would you bring that would benefit the Wildomar Measure AA Citizen's Oversight Advisory Committee?

I currently work for the City of Escondido in the Housing Division as a Management Analyst. It is my role to overseeing the grant administration, compliance and reporting for 3 federal funding sources. Part of my role is to distribute funds in a way that meets national and local objectives as well making sure the funds are used accordingly to the national (HUD) and state (HCD) guidelines. This includes ensuring that our subrecipients use the funds to serve the appropriate populations and spent it on eligible uses. I feel that my experience administering grants and auditing invoices / expense reports would be a great skill set to bring to this committee. Being in this role has also taught me a lot about the inner workings of City Government.

5. What is your experience with governmental service costs (Police, Fire, Street Maintenance, Homelessness or other recurring City Services)?

In my current role, I administer funding that supports the City's affordable housing and homelessness efforts. This funds everything from homeless prevention rental assistance to affordable housing development to street teams and non profits that work directly with low income families and people experiencing homelessness. I also work alongside the Neighborhood Services Manager who distributes and oversees Community Development Block Grant (CDBG) funding that is used for capital improvement projects, non profits service provides, etc. Relevant to this, we worked within HUD's guidelines and just used some CDBG funding to help the City replace and purchase two new fire trucks.

6. What is your experience with governmental financial reports and/or audits?

I will echo the statement in Question 5 but add that I produce and submit the City's SB341 housing report to HCD, prepare the annual action plan for each grant that is presented to council to affirm the priorities, oversee the budge related items that are tied to 2 funding sources, preform financial analyses ("pro formas") for RFP responses to make sure that the proposed housing project is financially viable, submit annual reports to HUD through it's IDIS software, work with finance to distribute developer loans for affordable housing projects and track program expenditures, preform budget projections so we can forecast predictions, etc.

7. Describe your goals and/or interest in being a member of the Committee.

On a personal level, my goal would be to continue to stay involved and help build upon the great work that is already being done.

On professional level, my career goal is to continue to elevate myself within City Government. Even though this is an opportunity for me to serve my community, it is also an opportunity for me to learn more about the inner workings of government. A "win win".

Attach additional documents as needed

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Volunteer Application
WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: Hernandez First Name: Carlos MI: Jr

Address: [redacted] City: Wildomar Zip Code: 92595

Home Phone: Cell Phone: [redacted]

Email Addr [redacted]

QUESTIONAIRE

What type of Volunteer Experiences Have You Had?

I'm currently serving as the president of the Autumnwoods homeowners association.

Education, Credentials, Government Finance/ Accounting/Auditing Experience:

I volunteer as a youth counselor at my community church.

Public Communication Experience:

Volunteered with search and rescue for missing children

Project Leadership Skills/Experience:

n/a

Knowledge of Police, Fire, Street Maintenance and Homelessness needs, services and costs:

n/a

Other Relevant Skills/Information:

I consider myself a leader and a strong presence in my community. I believe to have strong communication skills and extremely dedicated.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

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- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

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As a Volunteer, I understand that:

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- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Carlos Hernandez Jr.	Carlos Hernandez Jr.	June 15 2023
Applicant Name (print)	*Applicant Signature*	*Date*

DocuSign Envelope ID: 0BDA4E31-BBF1-45DF-901C-1EF8E70EF581

WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE
Supplemental Questionnaire

PRINT NAME: Carlos Hernandez Jr.

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure AA Citizens' Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Carlos Hernandez Jr.
Signature

6/15/2023
Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I have not had the opportunity to serve in a local government but I believe that with my leadership and knowledge I can be a valuable asset to my city.

2. What is your understanding of the role and responsibilities of the Wildomar Measure AA Citizen's Oversight Advisory Committee?

My understanding of the Oversight Advisory Committee responsibilities is to ensure that all revenues received from the voter approved one cent transactions are spent on permissible uses as indicated in the City of Wildomar ordinance.

3. Why did you apply for the committee and what do you hope to accomplish by your participation?

My goal is to volunteer in my community and contribute to the appropriate function of my city of Wildomar. I believe strong leaders with conviction in what they believe can make a big impact in our community.

4. What qualities or experience would you bring that would benefit the Wildomar Measure AA Citizen's Oversight Advisory Committee?

Based on my 20 years of experience in the insurance field, I believe I can contribute to this committee. My organizational and detailed examination will help in assuring that all task are completed and assigned appropriately.

5. What is your experience with governmental service costs (Police, Fire, Street Maintenance, Homelessness or other recurring City Services)?

At this time, I would welcome the opportunity to learn and attain the knowledge and experience by being selected for this position.

6. What is your experience with governmental financial reports and/or audits?

At this time, I would welcome the opportunity to learn and attain the knowledge and experience by being selected for this position.

7. Describe your goals and/or interest in being a member of the Committee.

My goal has always been to serve my community using my vast experience in leadership and organizational duties. My detailed examination of policies and ordinances are performed daily in my job duties. I believe in serving with dignity and honesty by recognizing we are here to serve our community.

Attach additional documents as needed

Volunteer Application
WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: Howey First Name: James MI: M

Address: [redacted] City: wildomar Zip Code: 92595

Home Phone: [redacted] Cell Phone: [redacted]

Email Addr [redacted]

QUESTIONAIRE

What type of Volunteer Experiences Have You Had?

Please refer to my application for the measure Z committee.

Education, Credentials, Government Finance/ Accounting/Auditing Experience:

Please refer to my application for the measure Z committee

Public Communication Experience:

Please refer to my application for the measure Z committee

Project Leadership Skills/Experience:

Please refer to my application for the measure Z committee

Knowledge of Police, Fire, Street Maintenance and Homelessness needs, services and costs:

Please refer to my application for the measure Z committee

Other Relevant Skills/Information:

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely, and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking stooping, kneeling, climbing, talking. Listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

James Howey	James Howey	06 16 2023
Applicant Name (print)	*Applicant Signature*	*Date*

DocuSign Envelope ID: D4FEBD77-FA16-4708-92CD-00D8002C3103

WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE
Supplemental Questionnaire

PRINT NAME: James Howey

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure AA Citizens' Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

James Howey
Signature

6/16/2023
Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Please refer to my application for the measure Z committee

2. What is your understanding of the role and responsibilities of the Wildomar Measure AA Citizen's Oversight Advisory Committee?

Please refer to my application for the measure Z committee

3. Why did you apply for the committee and what do you hope to accomplish by your participation?

Please refer to my application for the measure Z committee

4. What qualities or experience would you bring that would benefit the Wildomar Measure AA Citizen's Oversight Advisory Committee?

Please refer to my application for the measure Z committee

5. What is your experience with governmental service costs (Police, Fire, Street Maintenance, Homelessness or other recurring City Services)?

Please refer to my application for the measure Z committee

6. What is your experience with governmental financial reports and/or audits?

Please refer to my application for the measure Z committee

7. Describe your goals and/or interest in being a member of the Committee.

Please refer to my application for the measure Z committee

Attach additional
documents as needed

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: July 12, 2023

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Fall 2023
2. Amend Multi-Family Design Guidelines - Benoit - Aug 2023
3. Official reserve policy - Marquez - TBD

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: July 12, 2023

SUBJECT: Minutes - June 14, 2023 - Regular Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the minutes as presented

ATTACHMENTS:
1. Minutes June 14, 2023

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT –REGULAR MEETING
WEDNESDAY, JUNE 14, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular session meeting was called to order by Chair Morabito at 9:12 P.M.

ROLL CALL

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

Members absent: Dustin Nigg

Trustee Nigg's absence was excused.

Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Code Enforcement Supervisor Berroteran, Senior Financial Analyst Jantz, Public Works Director Farag, Administrative Services Director Schrader, Development Manager Stadnik, IT Technician Sung, and Community Services Director Torres.

PUBLIC COMMENTS

None

BOARD COMMUNICATIONS

None

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Bridgette Moore, seconded by Ashlee DePhillippo to 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

4. CEMETERY CONSENT CALENDAR

Moved by Bridgette Moore, seconded by Ashlee DePhillippo to approve all items on 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

4.1 Minutes-May 10, 2023 Regular Meeting
Approved the minutes as presented.

4.2 Warrant Register Cemetery May 2023
Approved the following:

For Fiscal Year 2022/2023.
1. Warrant Register dated 05-04-2023 in the amount of $2,079.23.
2. Warrant Register dated 05-11-2023 in the amount of $1,072.95.
3. Warrant Register dated 05-25-2023 in the amount of $1,604.80.

4.3 April 2023 Cemetery Treasurers Report
Approved the Treasurer's Report for February 2023.

5. CEMETERY PUBLIC HEARINGS

None scheduled.

6. CEMETERY GENERAL BUSINESS

None scheduled.

GENERAL MANAGER REPORT

None.

FUTURE AGENDA ITEMS

None.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the meeting at 9:13 p.m.

Submitted by:	Approved by:
Janet Morales, CMC City Clerk	Joseph Morabito Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: July 12, 2023

SUBJECT: Warrant Register Cemetery June 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 06-08-2023 in the amount of $3,348.64.
2. Warrant Register dated 06-15-2023 in the amount of $1,890.02.
3. Warrant Register dated 06-22-2023 in the amount of $1,371.60.
4. Warrant Register dated 06-29-2023 in the amount of $4,898.27.

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 Budget.

ATTACHMENTS:
Warrant Reg CEM June 2023 Voucher Listings

Voucher List

06/08/2023 1:43:25PM

City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216676	6/8/2023	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020107628B		05/01/23-05/31/23 SECURITY PATROL	486.98
					Total :	**486.98**
216677	6/8/2023	000088 ACE HARDWARE	307256/3		CEMETERY DEPT SUPPLIES	103.93
					Total :	**103.93**
216678	6/8/2023	000367 CINTAS CORPORATION	4156312815		STAFF UNIFORM & TOWEL MAINTENANCE	112.05
			4157094628		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**253.71**
216679	6/8/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12382005		04/19/23-05/20/23 CEMETERY WATER SERVICE	795.78
					Total :	**795.78**
216680	6/8/2023	000941 FRONTIER	51923		05/19/23-06/18/23 CEMETERY VOICE/INTERNE	141.64
					Total :	**141.64**
216681	6/8/2023	001933 HONOR PLUMBING CO	14259		MISC REPAIRS	195.00
					Total :	**195.00**
216682	6/8/2023	001986 TALENTZOK	174643		ADMINISRATIVE ASSISTANT W/E 5/28/23	1,371.60
					Total :	**1,371.60**

7 Vouchers for bank code : wf **Bank total : 3,348.64**

7 Vouchers in this report **Total vouchers : 3,348.64**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216725	6/15/2023	000088 ACE HARDWARE	307297/3		CEMETERY DEPT SUPPLIES	35.10
					Total :	**35.10**
216726	6/15/2023	000367 CINTAS CORPORATION	4157715034		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4158427573		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**283.32**
216727	6/15/2023	001429 DANIEL PEST CONTROL	23-2395		6/08/23 BEE REMOVAL	200.00
					Total :	**200.00**
216728	6/15/2023	001986 TALENTZOK	174769	0000464	TEMPORARY STAFFING ADMINISTRATIVE ASSIST	1,371.60
					Total :	**1,371.60**

4 Vouchers for bank code : wf **Bank total : 1,890.02**

4 Vouchers in this report **Total vouchers : 1,890.02**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216771	6/22/2023	001986 TALENTZOK	174836	0000464	ADMINISTRATIVE ASSISTANT W/E 6/18/23	1,371.60
					Total :	**1,371.60**

1 Vouchers for bank code : wf **Bank total : 1,371.60**

1 Vouchers in this report **Total vouchers : 1,371.60**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216802	6/29/2023	000088 ACE HARDWARE	307319/3		EQUIPMENT	555.81
					Total :	**555.81**
216803	6/29/2023	000367 CINTAS CORPORATION	4159159414		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4159859930		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**283.32**
216804	6/29/2023	001338 DEANZA TERMITE & PEST CONTROL, INC	628786B		PEST CONTROL CEMETERY (6/19/23)	55.00
					Total :	**55.00**
216805	6/29/2023	000186 RIGHTWAY	343764		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	449.55
					Total :	**449.55**
216806	6/29/2023	000094 STAUFFERS LAWN EQUIPMENT	114369		EQUIPMENT MAINTENANCE REPAIR	870.23
					Total :	**870.23**
216807	6/29/2023	001258 SUNBELT RENTALS, INC.	139995867-0001		CEMETERY EQUIPMENT RENTAL	70.32
					Total :	**70.32**
216808	6/29/2023	001986 TALENTZOK	174706	0000464	ADMINISTRATIVE ASSISTANT W/E 6/04/23	1,097.28
			174904	0000464	ADMINISTRATIVE ASSISTANT W/E 6/25/23	1,371.60
					Total :	**2,468.88**
216809	6/29/2023	000378 TEMECULA VALLEY PIPE & SUPPLY	628293		FACILITY MATERIAL	145.16
					Total :	**145.16**

8 Vouchers for bank code : wf **Bank total : 4,898.27**

8 Vouchers in this report **Total vouchers : 4,898.27**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: July 12, 2023

SUBJECT: May 2023 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for May 2023.

SUMMARY:
May 2023 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of May 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:
May 2023 Cemetery Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
May 2023

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 402,145.20	$ 402,145.20	$ 402,145.20	28.55%	0	5.16%
300	CAMP MANAGED ACCOUNT	$ 1,008,699.52	$ 1,008,699.52	$ 1,006,198.70	71.45%	0	Variable
	TOTAL	$ 1,410,844.72	$ 1,410,844.72	$ 1,408,343.90	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 400,390.13	$ -	$ 1,755.07	$ -	$ 402,145.20	5.16%
300	CAMP MANAGED ACCOUNT	$ 1,006,298.90	$ -	$ 2,400.62	$ -	$ 1,008,699.52	Variable
	TOTAL	$ 1,406,689.03	$ -	$ 4,155.69	$ -	$ 1,410,844.72	

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

6/11/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.4
Meeting Date: July 12, 2023

SUBJECT: Authorize use of Cemetery District Property, APN 376-060-031, as a Temporary Construction Staging Area for the City of Wildomar's Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) Contractor

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna

ACTION:
Authorize the General Manager to sign the License Agreement and approve the use of District property, APN 376-060-031, as a temporary construction staging area for the City of Wildomar's Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) Contractor All American Asphalt.

SUMMARY:
CIP contractor All American Asphalt seeks approval from the District to use the District's Property for the temporary storage of construction equipment and materials during the duration of the Project.

BACKGROUND:
CIP 057-2/058-2 (Projects) include street improvements on several roads throughout the City. The City's Contractor for the Projects, All American Asphalt, has requested a location to temporarily stage construction equipment, items, and pavement materials during the duration of the Projects. The District owns a secured parcel (APN 376-060-031) near Palomar Street that is located near some of the streets included in the Projects. This parcel has been used for temporary construction staging in past CIP projects.

DISCUSSION:
To permit use of District property, the user of the property must execute a License Agreement with the District. A proposed License Agreement (Agreement) for this specific request is included in Attachment A. As proposed in in the Agreement, access to the District property would be granted to the contractor for approximately seven (7) months, enough time to cover the 150 working days allowed in the construction contract. The contractor will be required to

secure the equipment and materials, at no liability to the District. The site will be maintained per the License Agreement, employing good housekeeping and compliance with stormwater pollution prevention requirements. The Contractor will restore the site to an acceptable condition upon the completion of their use. Staff requests that the Board of Trustees approve the use of District property as a temporary construction staging area and authorize the General Manager to sign the License Agreement.

FISCAL IMPACT:
There is no impact to the Cemetery District budget. Any costs related to the Projects or the approval of this License Agreement are funded by the budgets approved by the City Council for the Projects.

ATTACHMENTS:
A - Temporary Use License Agreement

LICENSE AGREEMENT BETWEEN THE WILDOMAR CEMETERY DISTRICT AND ALL AMERICAN ASPHALT, INC. FOR TEMPORARY STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS

This LICENSE AGREEMENT ("Agreement") is made and entered into on the 12TH day of July 2023 between the Wildomar Cemetery District, as a subsidiary district of the City of Wildomar, hereinafter referred to as "District," and All American Asphalt, Inc., hereinafter referred to as Licensee. District and Licensee are sometimes individually referred to as a "Party" and collectively as the "Parties." All references to District include its elected officials, officers, directors, employees, agents, and volunteers. All references to Licensee include its personnel, employees, agents, and subcontractors.

RECITALS

WHEREAS, the District is the owner of land designated as APN 376-060-031 ("Property") of the Tax Assessor's Maps of Riverside County in the City of Wildomar ("City"); which lands are graphically depicted in Exhibit "A" attached hereto, being the location of District's Property; and

WHEREAS, Licensee wishes to seek approval from District to utilize the District's Property for the temporary storage of construction equipment and materials; and

WHEREAS, District agrees to permit Licensee to utilize the District Property for said purposes subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the following, the parties agree as follows:

1. GRANT OF LICENSE. District does hereby grant to Licensee, and Licensee does hereby accept from District, a nonexclusive license to use the District Property for the purpose of storing construction materials and equipment to be used for the Road Maintenance and Rehabilitation Project, CIP 057-2, and Slurry Seal Project, CIP 058-2, approved by the City of Wildomar City Council on July 12, 2023.

2. TERM. The initial Term of the Agreement shall commence on July 19, 2023, and shall terminate at 12:00 midnight on February 29, 2024. The parties may mutually agree to extend the Term for up to six (6) months. Such extension shall be memorialized in writing and the District Board authorizes the District General Manager to sign any such extension.

3. TERMINATION WITHOUT CAUSE: District may terminate this Agreement at any time without cause by notifying the other party in writing at least thirty (30) days prior to the termination date.

4. USE; MAINTENANCE: It is hereby acknowledged and agreed that the District Property is being provided to Licensee in an as-is condition, and District makes

no representation regarding the condition of the District's Property. Licensee shall maintain the District's Property in good condition, general wear and tear excepted. Licensee agrees to employ good housekeeping and adhere to full compliance with NPDES requirements. Licensee agrees to take all prudent action to protect the Property from any damage or injury caused by the exercise of this License. Licensee shall pay to District all costs incurred by District for the repair of such damage or injury.

5. GENERAL INDEMNITY. Licensee shall indemnify, protect, defend and hold harmless District, and its elected and appointed officials, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all claims, actions, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and costs), (collectively "Claims") which the Indemnified Parties, or any of them, may suffer or incur arising from Licensee's use of the District's Property, and shall further indemnify, protect, defend and hold harmless the Indemnified Parties, and each of them, from and against any Claims arising from any negligence of Licensee, its agents, contractors, servants, employees, or licensees. The foregoing indemnity shall not extend to any Claims to the extent arising from the grossly negligent, willful or intentional acts or omissions of the Indemnified Parties, or any of them, as to all of which Claims District shall indemnify, protect, defend and hold harmless Licensee.

6. INSURANCE:

a. Types; Amounts. Licensee shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by District ("Required Insurance").

i. Commercial General Liability Insurance. Licensee shall maintain occurrence version commercial general liability insurance or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, and excess liability coverage in the form of an umbrella policy of no less than Four Million Dollars ($4,000,000).

ii. "All Risk" Property Insurance. Licensee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Premises, with limits equal to ninety percent (90%) of the replacement value of all such improvements or alterations. Licensee is permitted to self insure this coverage in a manner consistent with its risk management program in effect from time to time. This option to self insure does not extend to Licensee's subcontractors.

iii. Worker's Compensation as required by law.

iv. Automobile liability with a combined single limit of One Million Dollars ($1,000,000.00) per accident.

b. General Provisions. The Required Insurance shall include District and City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering District and City, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Licensee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to District and City, its elected officials, officers, employees, agents, and volunteers.

c. Certificates; Insurer Rating Cancellation Notice. Prior to the Commencement Date, Licensee shall furnish to District properly executed certificates of insurance which evidence all Required Insurance. Licensee shall maintain the Required Insurance at all times while this Agreement is in effect, and shall replace any certificate or policy which will expire within twenty (20) days after expiration. All certificates of insurance evidencing the Required Insurance shall state that coverage shall not be canceled, unless insurers endeavor to provide thirty (30) days' prior written notice to District. Unless approved in writing by District, Licensee shall place the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VII.

7. SEVERABILITY: If any term, provision, covenant or condition of this License should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

8. INTERPRETATION: The laws of the State of California shall govern the validity, construction and effect of this Agreement.

9. AMENDMENTS: No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the District and Licensee. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10. ENTIRE AGREEMENT: This License, including Exhibit "A", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between District or Licensee prior to the execution of this License. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

11. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designed to the sender by like notice):

TO DISTRICT: Wildomar Cemetery District
Attention: Dan York, General Manager
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

TO LICENSEE : All American Asphalt, Inc.
Attention: Edward J Carlson, Vice President
400 E. 6th St., Corona, CA 92879

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WILDOMAR CEMETERY DISTRICT

_____
Dan York, General Manager

ALL AMERICAN ASPHALT, INC.

By: _____
Title: _____
[Notary Acknowledgement Required]

By: _____
Title: _____
[Notary Acknowledgement Required]

APPROVED AS TO FORM:

_____
Thomas D. Jex, District Counsel

RIV #4842-6728-4265 v1

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2023 _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
before me, _____,

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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COUNTY OF RIVERSIDE)

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Title or Type of Document

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Number Of Pages

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Date Of Document

_____
Signer(s) Other Than Named Above

Exhibit "A"

376-060-001
376-060-022
21405
32045
21391
376-060-029
376-060-016
368-200-012
21280
368-200-017
21275
368-200-013
21295
368-200-014
21270
Gruwell St
376-060-031
376-060-028
21427
21439
376-060-011
WILDOMAR CEMETERY
376-060-030
376-060-012
Palomar St
21401
21411
US POST OFFICE
376-060-019
376-060-015
32275
Central Ave
376-051-001
376-051-002
376-051-003
376-051-004
376-051-005
376-051-006
21435
21441
376-060-018
21421
21431
21451