CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, AUGUST 9, 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 54957(b) regarding Public Employee Performance Evaluation.
Title: City Manager.

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

Agency representative: Joseph Morabito
Unrepresented employee: City Manager

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

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE

PRESENTATIONS

1. Recognition of Lake Elsinore Unified School District Retirees

DEPARTMENT REPORTS

Police Department Update

RECOMMENDATION:
Receive and file the report.

Wildomar Library Quarterly Update

RECOMMENDATION:
Receive and file the report.

General Plan Update Progress Report #13

Presented By: Matthew Bassi, Planning Department

RECOMMENDATION:
Receive and File the report.

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

Presented By: Raul Berroteran, Code Enforcement Department

RECOMMENDATION:
Receive and file the Report.

Public Works/Engineering - Road Construction Updates

Presented By: Jason Farag, Public Works/ Engineering Department

RECOMMENDATION:
Receive and file the Road Construction Updates from the Public Works/Engineering Department

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 - July 12, 2023 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented

1.3 Amended Minutes - June 14, 2023 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the amended minutes as presented.

1.4 Amended Minutes - April 12, 2023 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the amended minutes as presented.

1.5 Warrant Register July 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 07-06-2023 in the amount of $33,426.88.
2. Warrant Register dated 07-13-2023 in the amount of $1,025,661.80.
3. Warrant Register dated 07-20-2023 in the amount of $289,707.79.
4. Warrant Register dated 07-27-2023 in the amount of $48,927.84.

For Fiscal Year 2022/2023

5. Warrant Register dated 07-03-2023 in the amount of $89,825.
6. Warrant Register dated 07-06-2023 in the amount of $174,681.30.
7. Warrant Register dated 07-13-2023 in the amount of $3,136.82.
8. Warrant Registers dated 07-20-2023 in the amount of $1,852.79.
9. Warrant Register dated 07-27-2023 in the amount of $65,013.84.
10. Wire Transfer Register dated 07-31-2023 in the amount of $141,887.67.
11. Payroll Register dated 08-01-2023 in the amount of $266,171.82.

1.6 June 2023 Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for June 2023.

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

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

Adopt an Ordinance entitled:

ORDINANCE NO. 234

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

1.8 **Professional Services Agreement with Parsons Transportation Group for Engineering and Design Services for Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)**
Presented By: Jason Farag , Public Works/ Engineering Department

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

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

1.9 **Fourth Amendment to Design Professional Services Agreement with Mark Thomas Corporation for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1)**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
1. Authorize the City Manager to execute the Fourth Amendment to the Design Professional Services Agreement for additional engineering services for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1).
2. Approve a supplemental appropriation of $87,500 in Fund 201 Measure A for the Projects.

1.10 **Professional Services Agreement for Enterprise Resource Planning (ERP) Software - General Business Permitting Modules with CivicPlus (CivicEngage)**
Presented By: Kimberly Davidson , Economic Development Department

RECOMMENDATION:
Authorize the City Manager to execute the Master Services Agreement with CivicPlus, LLC.

1.11 **Delegating Authority to the City Manager to Approve Administrative Policies**
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

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

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

Presented By: Emily Stadnik , Public Works/ Engineering Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

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

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

Presented By: Emily Stadnik , Public Works/ Engineering Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___

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

1.14 Establishment of Community Facilities District No. 2023-1 (Avalino)
Presented By: Emily Stadnik , Public Works/ Engineering Department

RECOMMENDATION:
Adopt the following Resolutions:

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

And

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

1.15 Tres Lagos Affordability Covenant and Subordination Agreement

RECOMMENDATION:
Approve and authorize the City Manager to sign the Affordability Covenant and Subordination Agreements regarding the Tres Lagos affordable housing project in substantially the same form as included in the agenda packet and authorize the City Manager to make modest adjustments as necessary.

1.16 Land and Water Conservation Fund Grant Application for the 27-Acre Park Project
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, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND 27-ACRE PARK PROJECT

1.17 Software purchase for Placer.ai Analytics Reporting Platform
Presented By: Kimberly Davidson , Economic Development Department

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

1.18 Professional Services Agreement with TKE Engineering for Engineering and Design Services for the Clinton Keith Rd. Widening Project (CIP 025-1)
Presented By: Jason Farag , Public Works/ Engineering Department

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

2. PUBLIC HEARINGS
None scheduled.

3. GENERAL BUSINESS

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

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

(2) Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER RELATED DOCUMENTS FOR REAL PROPERTY LOCATED AT 23873 CLINTON KEITH ROAD APN 380-240-048-3

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

3.2 SB 329 Adjustment in Council Compensation
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:
Discuss and provide direction to staff with respect to SB 329 which amends the Government code to allow an adjustment in Council compensation.

3.3 **Multi-Family Residential Design Standards & Guidelines - Amendment #1**
Presented By: Abdu Lachgar , Planning Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF WILDOMAR MULTI-FAMILY OBJECTIVE DESIGN STANDARDS AND GUIDELINES DOCUMENT FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECTS

3.4 **Wildomar Community and Parks Foundation Community Event Partnership Memorandum of Understanding (MOU)**
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Authorize the City Manager to sign the MOU with Wildomar Community and Parks Foundation dependent that the non-profit organization fulfills all requirements.

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

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

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

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 Cemetery Minutes - July 12 2023 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

4.2 Amended Minutes - February 8, 2023 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the amended minutes as presented.

4.3 Warrant Register Cemetery July 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

For Fiscal Year 2022/2023

1. Warrant Register dated 07-13-2023 in the amount of $2,560.38.
2. Warrant Register dated 07-20-2023 in the amount of $53.93.
3. Warrant Register dated 07-27-2023 in the amount of $4,620.68.

For Fiscal Year 2023/2024

1. Warrant Register dated 07-03-2023 in the amount of $19,919.
2. Warrant Register dated 07-13-2023 in the amount of $591.21.
3. Warrant Register dated 07-20-2023 in the amount of $61.95.
4. Warrant Register dated 07-27-2023 in the amount of $283.32.

4.4 June 2023 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer’s Report for June 2023.

5. CEMETERY PUBLIC HEARINGS

6. CEMETERY GENERAL BUSINESS

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

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

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

2. You may participate in person.

PUBLIC COMMENT: During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak on that item, please fill out a public comment card and submit it in the inbox at the front of the room. When the City Clerk announces your name, please come up to the podium. Public Comments are limited to 3 minutes or such other time as the Council may provide. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.

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

REPORTS: All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: http://www.cityofwildomar.org. 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: August 3, 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: August 9, 2023

SUBJECT: CLOSED SESSION

ACTION:

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

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

Agency representative: Joseph Morabito
Unrepresented employee: City Manager

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

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: August 9, 2023

SUBJECT: Police Department Update

ACTION:
Receive and file the report.

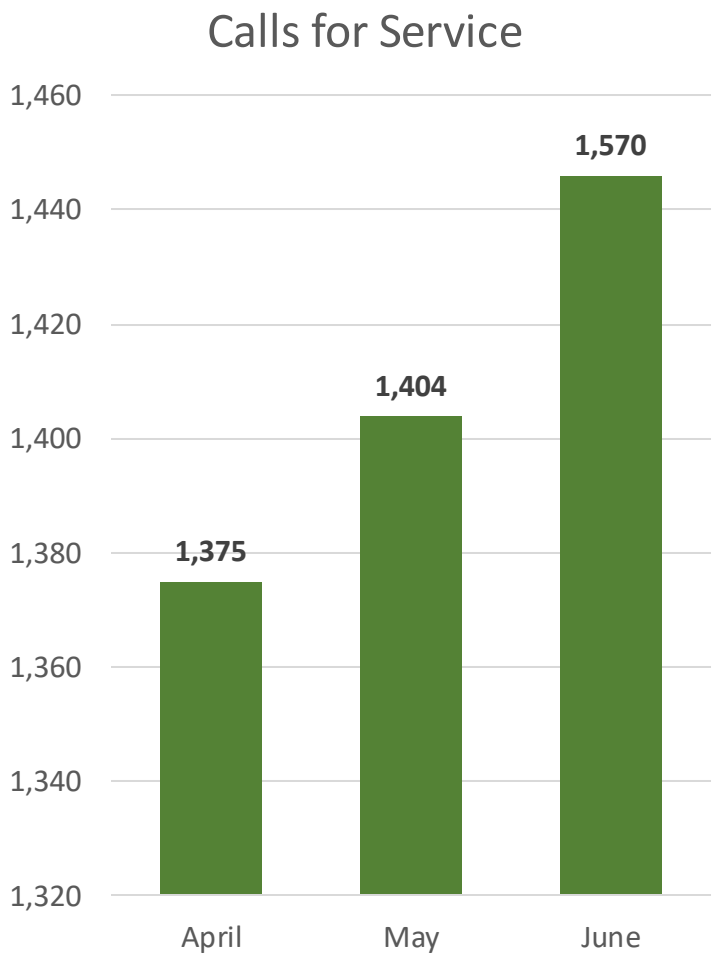
ATTACHMENTS:
1. Presentation - April - June 2023

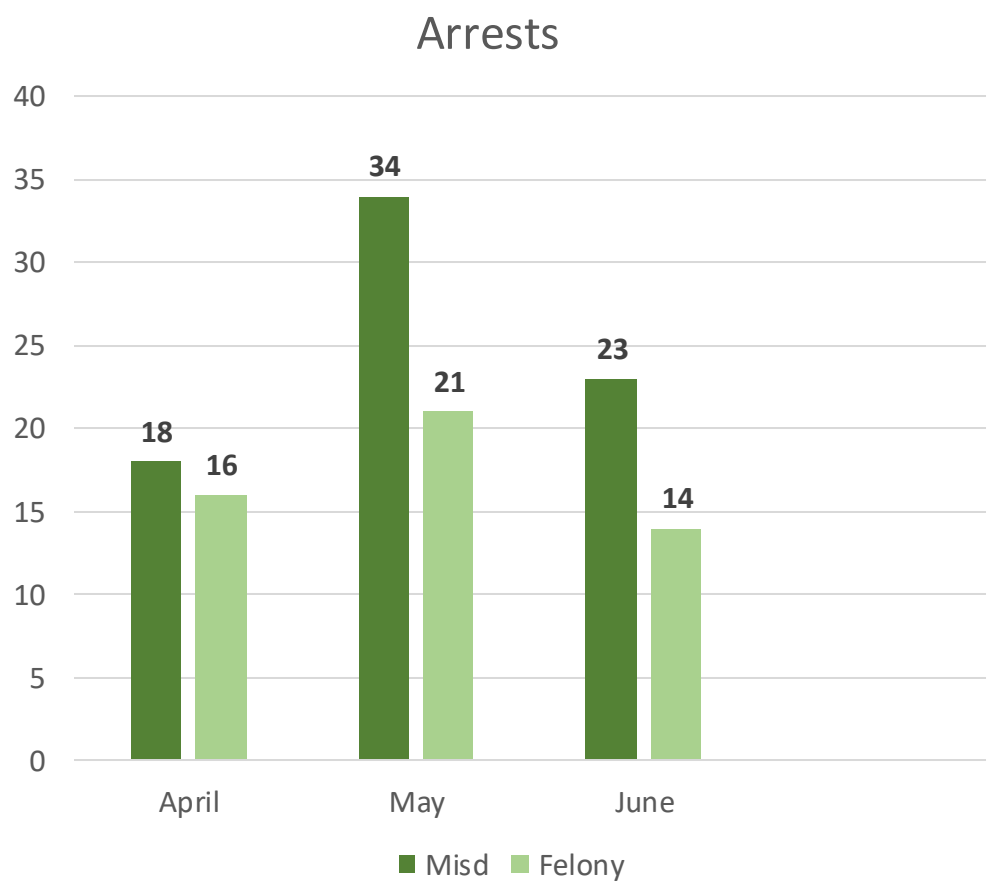
City of Wildomar
Stats
April 2023 to June 2023

Special Enforcement Team (SET)

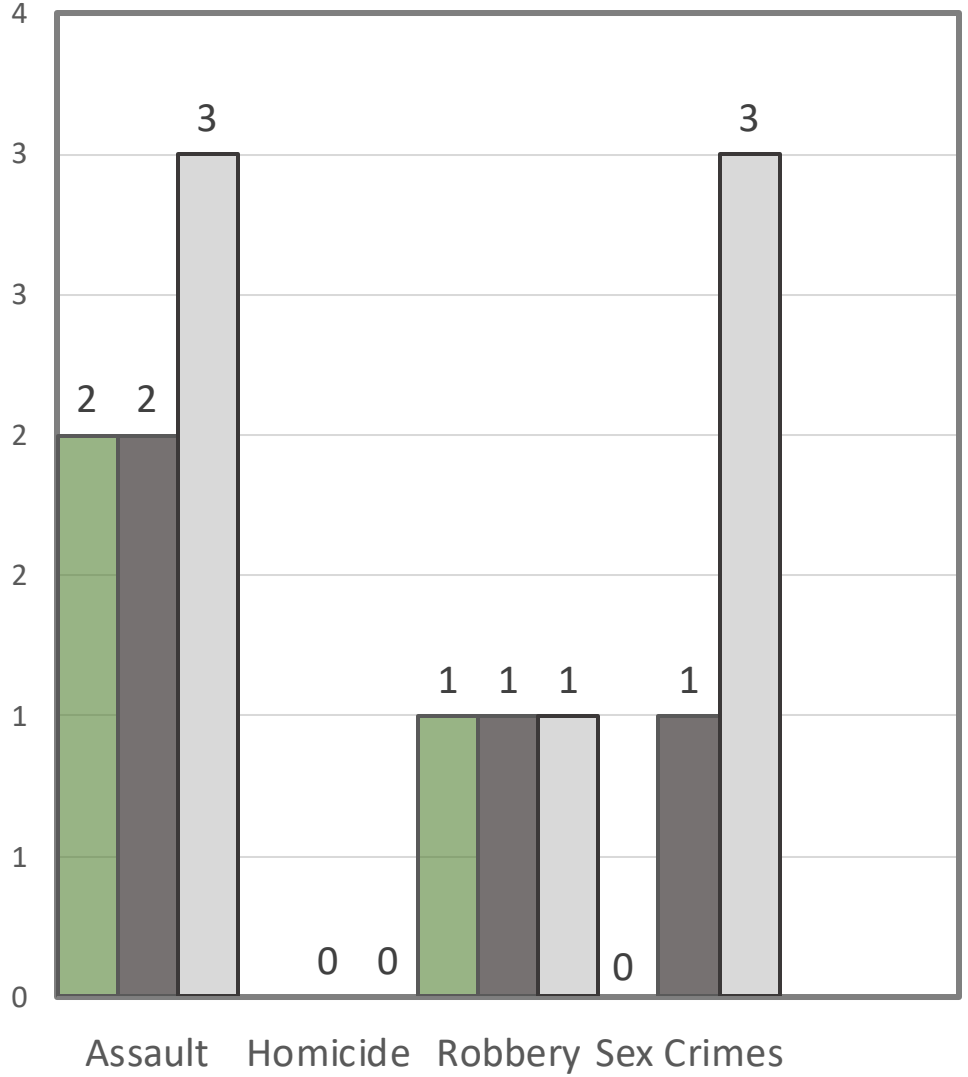
S.E.T. Sergeant Robert Thomas
S.E.T. Deputy Crivello
S.E.T. Deputy Hibbler
Riverside Sheriff's Department

Calls for Service

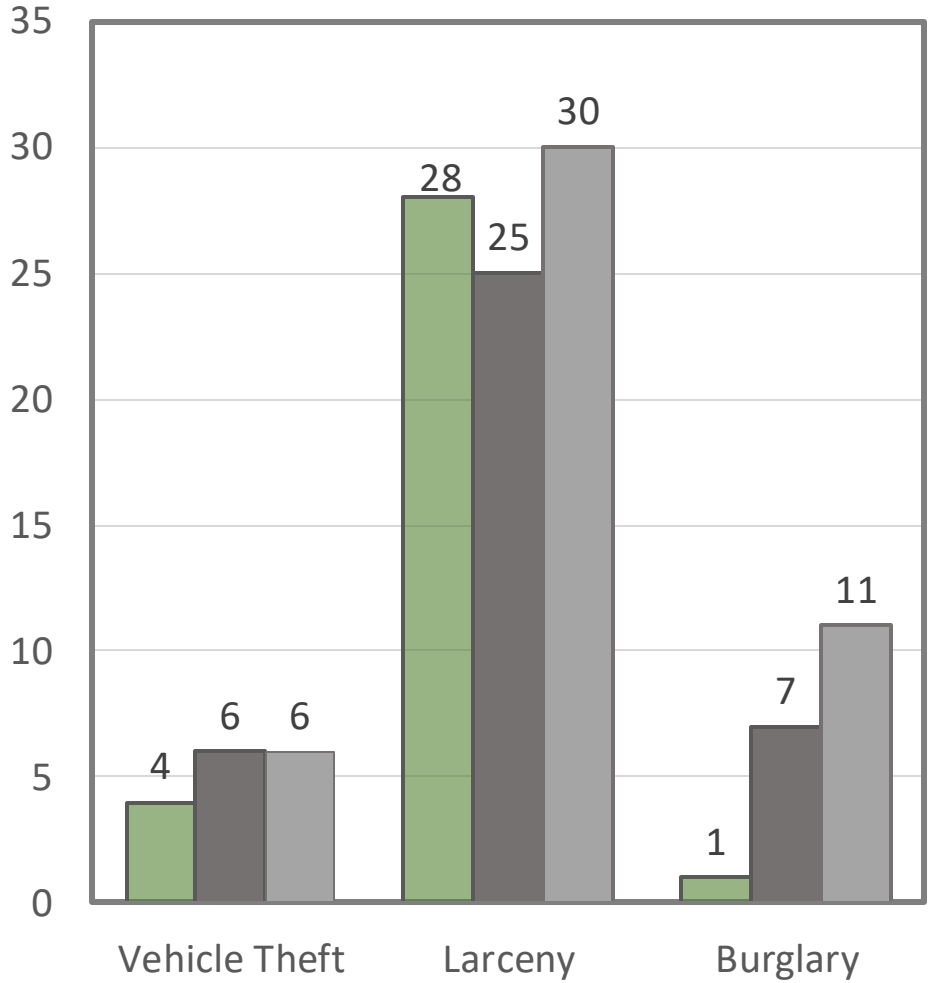




Violent Crimes



Property Crimes



April May June

Community Service Deputy

Special Enforcement Team

- 5 Surveillance Operations
- 3 Probation Searches
- 5 Search Warrants
- Processed Marijuana – 50 lbs
- Marijuana Plants - 150
- Guns - 10
- 36 Arrests

Homeless Outreach



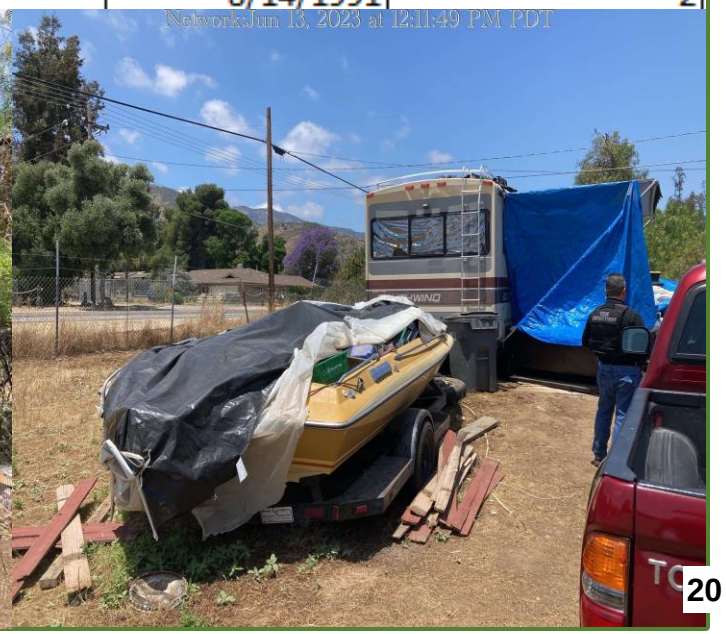


Subject	DOB	Arrests
Cassil, Daniel	8/19/1962	1
Weeks, Micaiah	11/6/1992	1
Barragan, Stephanie	12/7/1993	1
Johnson, John	1/21/1969	1
Montejano, David	2/15/1994	1
Penny, Lucas	2/24/1989	1
Gardiner, Diarra	5/23/1971	1
Moore, Alan	8/12/1968	1
Heredia, Juan	02/108/1994	2
Parker, Abby	8/14/1991	2









Sales of Narcotics Investigation

May 2023 Sales of Narcotics Investigation

- Suspects providing narcotics throughout Wildomar and Lake Elsinore.
- Wildomar SET conducted a months-long investigation to identify the suspect.

Investigative efforts

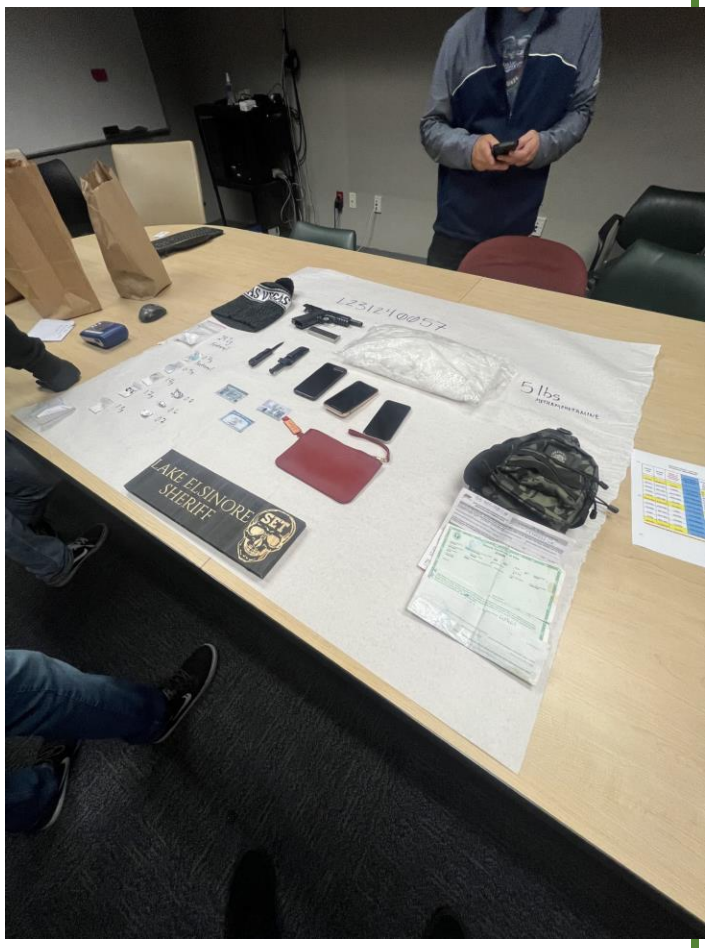
- Wildomar SET conducted multiple narcotic arrests and linked multiple cases to identify potential suspects.

Status

- Wildomar SET conducted surveillance after an extensive investigation resulting in the arrest of one suspect, recovery of 5 pounds of methamphetamine, 24.2 grams of fentanyl, and an illegal firearm.







Sales of Narcotics Investigation

May 2023 Sales of Narcotics Investigation

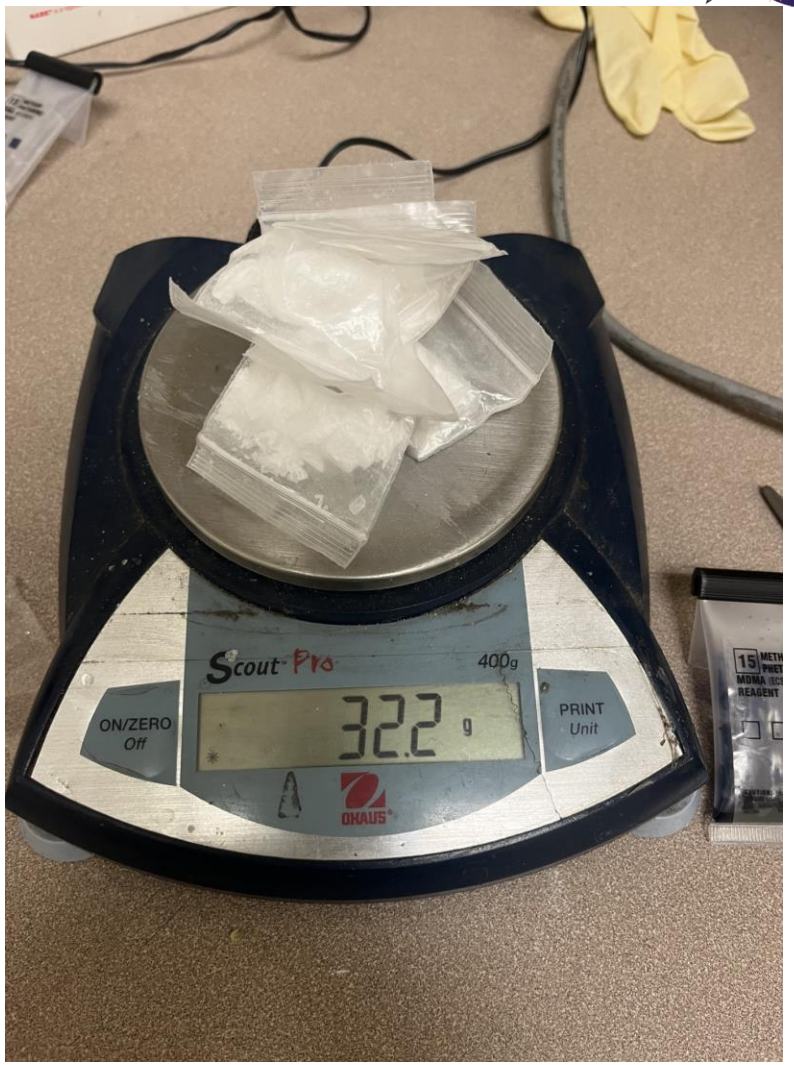
- Suspect conducting narcotics sales out of his residence in the city of Wildomar

Status

- Wildomar SET conducted a probation search at a residence in the city of Wildomar. During a search of the residence pursuant to the suspects probation terms and conditions, Wildomar SET arrested one suspect which led to the recovery of 32.2 grams of methamphetamine, 17 fentanyl pills, and 6 Xanax pills.







Outdoor Marijuana Grow

June 2023 Marijuana grow investigation

- Illegal amount of plants in a backyard outdoor marijuana grow and illegal firearms located inside the residence.

Investigative efforts

Wildomar SET deputies authored a search warrant after observing the marijuana grow through the rear fencing of the backyard. Wildomar Code Enforcement also stated they smelled a strong odor of marijuana coming from the property after conducting enforcement behind the location.

Status

- Wildomar SET authored a search warrant resulting in the arrest of two suspects, recovery of about 150 marijuana plants, 19 Polymer-80 kits, multiple high-capacity rifle magazines, 3 handgun slides, thousands of rounds of various ammunition, 3 ghost handguns with threaded barrels, and 4 ghost handguns.
- Polymer-80 is an American manufacturer of parts kits containing firearm parts including unfinished receivers used for making privately made firearms.
- "Ghost guns" are firearms that lack a serial number by which it can be identified and that is typically assembled by the user, making the firearm untraceable.









Non-Emergency Line
(951) 776-1099

Sheriff's Station
(951) 245-3300

Riversidesheriff.org

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: August 9, 2023

SUBJECT: Wildomar Library Quarterly Update

ACTION:
Receive and file the report.

ATTACHMENTS:
1. Wildomar Library Presentation

Wildomar Library Report

Second Quarter:
April May June 2023



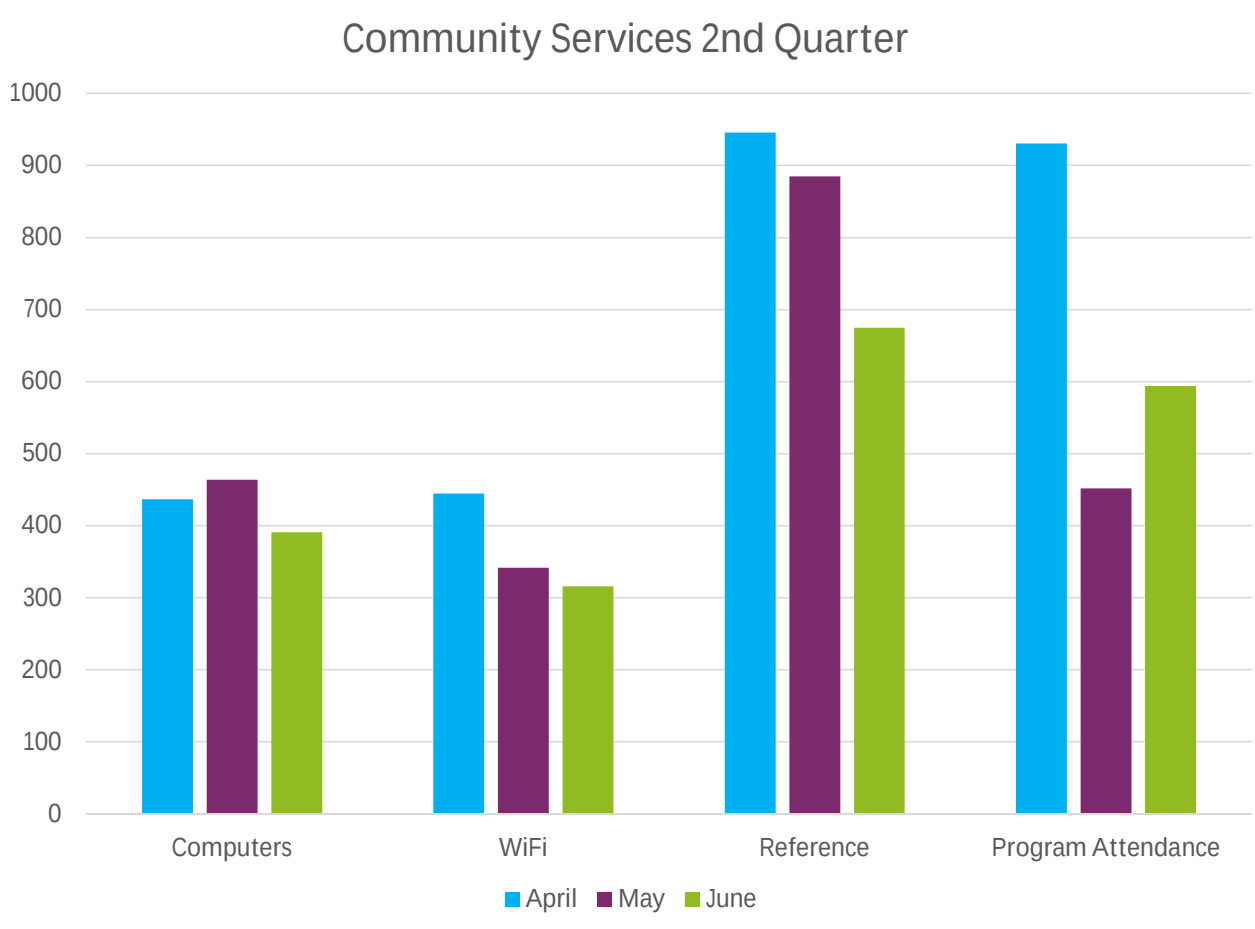
Community Services

Computer 437 / 464 / 391 = 1,292

WiFi Use 445 / 342 / 316 = 1,103

Reference 946 / 885 / 675 = 2,506

Program Attendance
931 /452 / 594 = 1,977

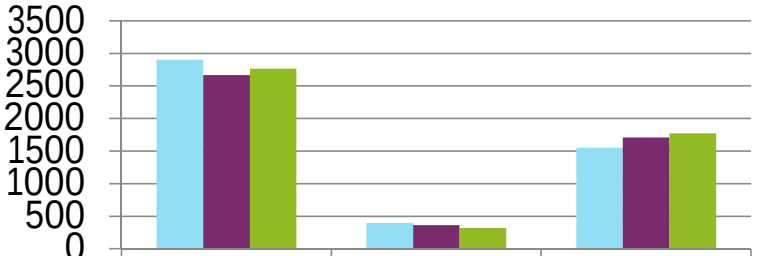


Literacy and Educational Services



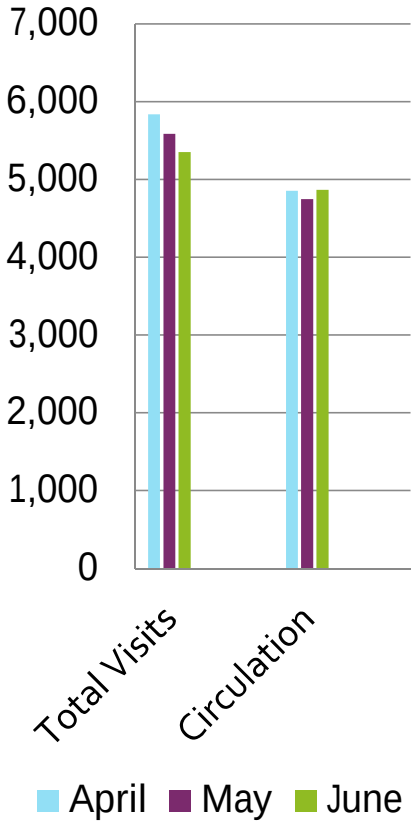
- Total Visits 5837 / 5586 / 5355 — Total 16,778
- Circulation 4855/ 4748 / 4866 — Total 14,469
- Total Programs 23 / 30 / 33 — Total 86
- New Memberships 61 / 93 / 76 — Total 230
- Total Open Hours 185 / 196 / 196 — Total 577

Circulation by Age Category



	Child	YA	Adult
April	2903	399	1553
May	2671	366	1711
June	2768	322	1775

Library Traffic



Upcoming Programs and Services

How Money Works
Investing
(English and Spanish)

Garden Party
(Gardening)

Teen Grant programs
Funding provided by the State of California
Puppet Play
Kid's Dance Party
A Zumba-like program

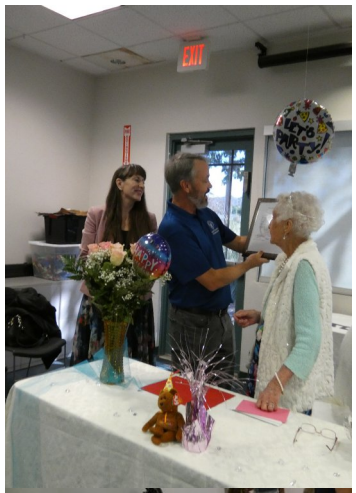


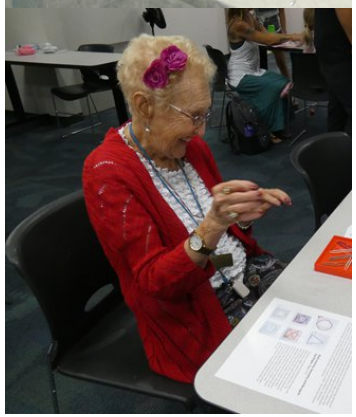
Thank you

Ruth Elaine Clark
“Ms Ellie”
1922-2023

You touched so many lives.

Miss you already.









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951-471-3855

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CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: August 9, 2023

SUBJECT: General Plan Update Progress Report #13

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Receive and File the report.

BACKGROUND:
Staff provided the City Council with a verbal briefing of the General Plan Update at its last meeting on July 12, 2023. This current briefing (#13) primarily covers the month of June/July 2023. The following is a summary of the recent task assignments completed this past month or so, and the tasks/assignments coming forth over the next 30+ days. For more details and up-to-date items, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

DISCUSSION:
Tasks/Assignments Accomplished (Last 30+ days / July 2023):

- The GP Consultant team and City staff led a study session discussion with City Council on July 18, 2023.
- The study session focused on the land use and circulation plan as recommended by the General Plan Advisory Group, Community and Planning Commission.
- The City Council gave its support for the proposed land use and circulation plan with one land use for the Rancho Mirlo area.

Upcoming Tasks/Assignments (Next 30 – 60 days +):

- The GP team will begin working on the General Plan Goals and Policies document (July – Sept. 2023)
- Initiate the Project EIR process (August 2023);
- Coffee with the City presentation set for August 16, 2023
- GPAG Meeting #5 to discuss the GP Goals and Policies (Sept. 2023)
- Public Workshop #3 to discuss the Goals and Policies (Sept. 2023)

- Begin work on the updated Wildomar Development Code (Summer - Winter 2023)

Website Stats/Information:

- Roughly 3,100 Unique visitors since website launch (June 14, 2022)
- 90 total unique visitors in July 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: August 9, 2023

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

SUBMITTED BY: Raul Berroteran

PREPARED BY: Raul Berroteran

ACTION:
Receive and file the Report.

ATTACHMENTS:
1. Code Enforcement Presentation

Code Enforcement Quarterly Update For May – July 2023



Homeless Outreach
MAY-JULY 2023



- **May:** 7 Males
  - 1 Female, All 8 Refused Services
- **June:** 20 Males
  - 4 Females, 11 Refused Services
  - 1 Arrested (warrants, trespassing, drugs, etc.)
- **July:** 7 Males
  - 5 Females, 8 Refused Services
  - 4 Arrested (warrants, trespassing, drugs, etc.)

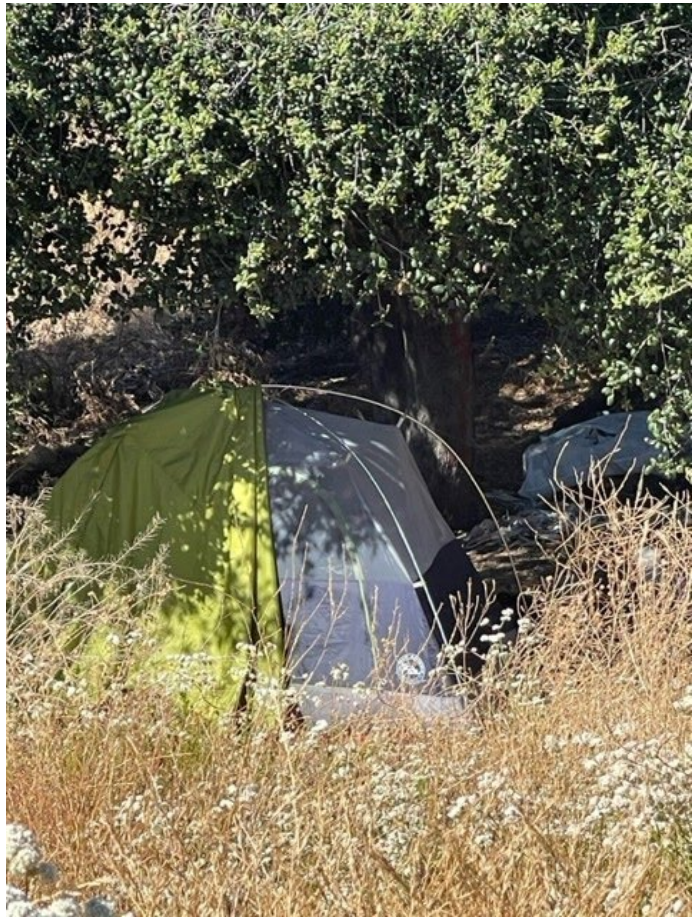
Homeless outreach is conducted once a week.

Homeless Outreach
MAY-JULY 2023
Encampment on Grand Ave. & Corydon Rd.





Homeless Outreach
MAY-JULY 2023





Homeless Outreach
MAY-JULY 2023



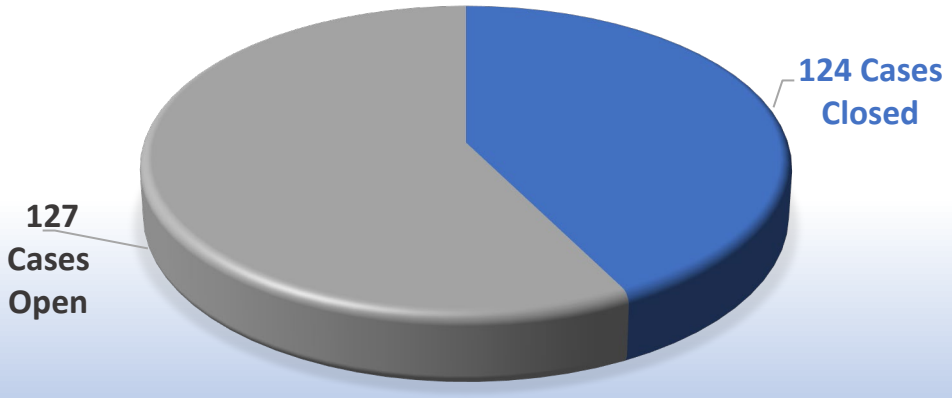




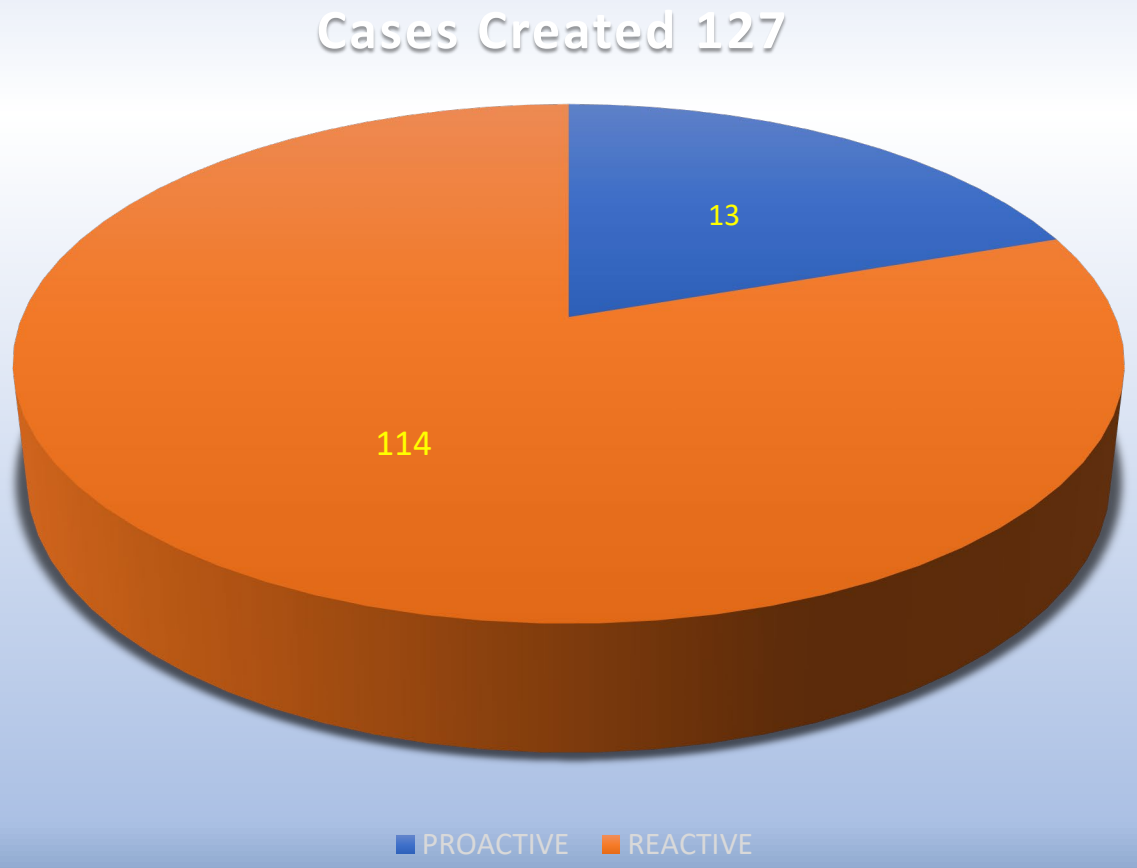
Code Enforcement Stats

MAY-JULY 2023

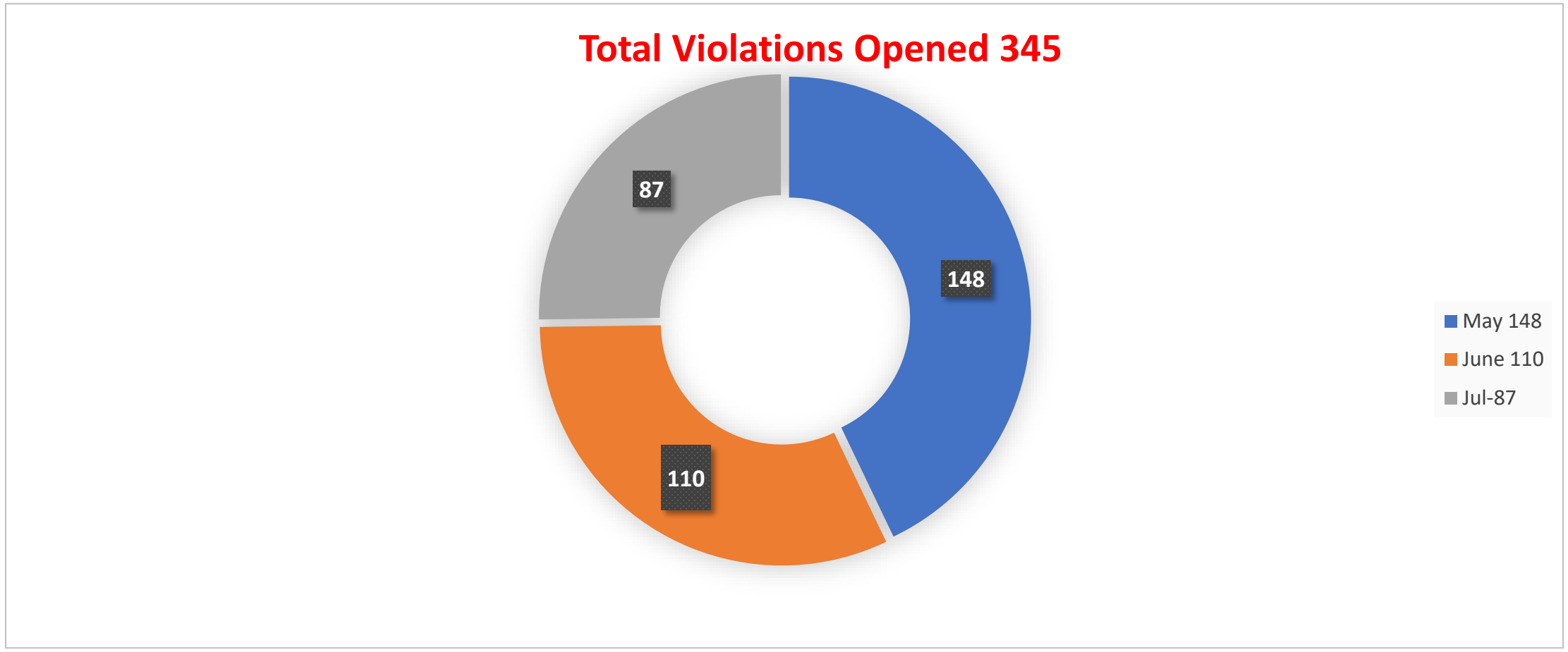
TOTAL CASES 127



Code Enforcement Stats
MAY-JULY 2023

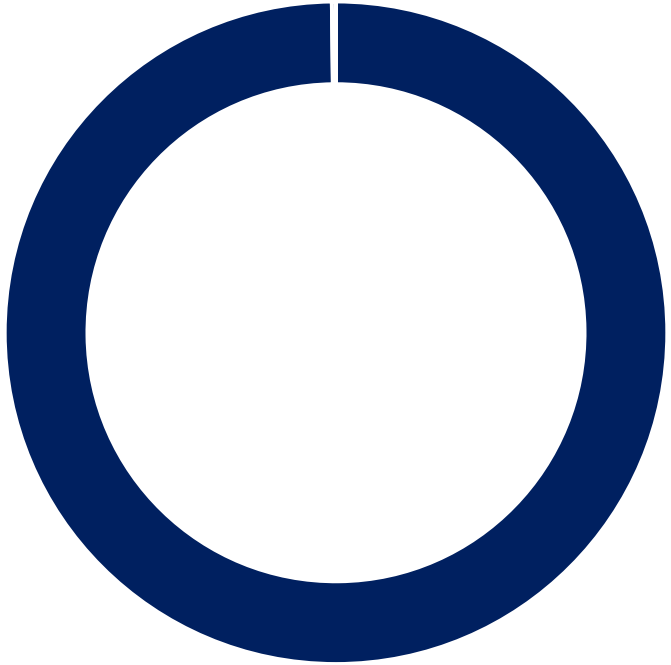


Code Enforcement Stats
MAY-JULY 2023



Code Enforcement Stats
MAY-JULY 2023

Total Violations Closed
124



Valley Vista Circle
Overgrown Weeds





Walnut Creek Road
Overgrown Weeds





Raymond St.
Garage Conversion





Raymond St.
Illegal marijuana grow





Lakeview Terrace
Metal Storage Container





Sycamore Bluff Court
N.P.D.E.S





Osprey Court
Multiple Violations







Emergency services



- The Great Shakeout.
- On Thursday, October 19, 2023, at 10:19 AM
- City Staff will participate in our first full evacuation drill.
- DROP, COVER, AND HOLD ON

Questions



CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: August 9, 2023

SUBJECT: Public Works/Engineering - Road Construction Updates

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:
Receive and file the Road Construction Updates from the Public Works/Engineering Department

SUMMARY:
This staff report presents an update on major roadway construction projects occurring throughout the City.

BACKGROUND:
The City's Public Works and Engineering Department (Department) oversees the planning, design, construction, maintenance, and operations of City maintained improvements/infrastructure (Public Improvements). Public Improvements are typically either constructed as a condition of Private Development Projects (PDP) or constructed as part of City Capital Improvement Projects (CIP). In both cases, the City authorizes a private contractor to work within the City right-of-way to construct the Public Improvements through an encroachment permit or a Public Works Construction Contract. Under the permit or contract, the private contractor is responsible and liable to manage and maintain their work and their construction methods to complete the Public Improvements. The permits and contracts place certain responsibilities on the private contractor and provide certain indemnification and insurance coverage to the City. To maintain the appropriate delineation of responsibilities and maintain the City's indemnification and liability protections, the City does not direct the contractor's work, schedule, or methods of construction except in instances that are necessary to maintain public health and safety or to make sure that construction complies with all minimum standard requirements. The City may suggest or request that a contractor consider alternative approaches, schedules, etc… but the City does not direct the contractor's work. The contractor is responsible for the entire work zone for the duration of their permit or contract, until the City accepts the improvements into the City maintained road system.

DISCUSSION:
The attached presentation includes photos of recent progress for some of the major projects with impacts on the City's roadway network. Staff has also created a webpage on the City's website where users can check for more frequent updates regarding traffic impacts from major roadway construction projects. The webpage can be accessed by visiting the following URL:

- https://www.cityofwildomar.org/266/Construction-Alerts

FISCAL IMPACT:
Public Improvements constructed as part of a City CIP are funded as shown in the approved City budget. Public Improvements constructed by a private development project are funded by the private developer. There is no impact to the City's General Fund.

ATTACHMENTS:
Presentation - Road Construction Updates

Road Construction Updates

Public Works/Engineering Department

City of Wildomar

August 9, 2023





Wildomar Trail Sidewalk (City CIP)

- Grading work in preparation of sidewalk paving (looking west towards Maple St.)



Wildomar Trail Sidewalk (City CIP)

- Grading work in preparation of sidewalk paving (looking east towards Palomar St.)



Wildomar Trail Sidewalk (City CIP)

- Grading work in preparation of sidewalk paving (looking west towards Maple St.)



Wildomar Trail Sidewalk (City CIP)

- Grading work in preparation of sidewalk paving (looking west towards Maple St.)

Baxter Village (Wildomar Trail)

PROJECT SCOPE

Parcel Map No. 37941 to subdivide 10.25-acres into three (3) parcels to accommodate the development of an 84,000 square foot medical office building, hotel, and a multi-family residential component.

The Parcel 1 Medical Office Building is currently under construction, as well as public improvements on Wildomar Trail.



Baxter Village

- New traffic signal at Wildomar Trail/Margaret Lane. Signal activation anticipated in coming weeks.



Baxter Village

- Wildomar Trail surface paving complete, with striping scheduled to occur soon.



Baxter Village

- Paving complete on Wildomar Trail and Margaret Lane.



Baxter Village – Kaiser MOB

- Paving complete on Wildomar Trail, on-going construction at Kaiser MOB



Baxter Village – Kaiser MOB

- On-going construction at Kaiser MOB

Boulder Creek (Beazer

PROJECT SCOPE

Tract 31667 consists of 108 single family homes on 37 acres located at the corner of Grand Ave and McVicar Street. All customary Public Subdivision Improvements are required including the construction of the McVicar St. Culvert crossing the Murrieta Creek Channel and the inclusion of a passive park and Open Space adjacent to the subdivision.

Phase 1

Mc Vicar St. Culvert, Storm Drain & Street Improvements

Phase 2

Grand Ave. Storm Drain and Street Improvements

Phase 3

Signal Improvements



Boulder Creek (Beazer Homes)

- Paving mostly complete on Grand Ave.



Boulder Creek (Beazer Homes)

- McVicar St./Murrieta Creek Culvert Construction on-going, nearing completion.



Boulder Creek (Beazer Homes)

- McVicar St./Murrieta Creek Culvert Construction on-going, nearing completion.



Boulder Creek (Beazer Homes)

- McVicar St./Murrieta Creek Culvert Construction on-going, nearing completion.

Other Projects

Villa Siena Apartments

- Prielipp Rd./Elizabeth Ln./Jana Ln.

Horizons (Lennar)

- Prielipp Rd./Elizabeth Ln.

Verano (KB Homes)

- Monte Vista Dr./Summer Sage Way



Villa Siena Apartments

- Paving complete on Jana Ln.



Villa Siena Apartments

- Paving complete on Prielipp Rd.



Villa Siena Apartments

- Paving and striping complete on Prielipp Rd.



Questions?

For regular updates, visit:

https://www.cityofwildomar.org/266/Construction-Alerts

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: August 9, 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: August 9, 2023

SUBJECT: Minutes - July 12, 2023 - Regular Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the minutes as presented

ATTACHMENTS:
1. July 12, 2023 Minutes

MINUTES

CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, JULY 12, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

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

Mayor Morabito called the Closed Session to order at 5:00 P.M.

ROLL CALL

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

Members absent: Bridgette Moore

PUBLIC COMMENTS

None.

CLOSED SESSION

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
The City Council reconvened into closed session at 6:00 P.M.

ANNOUNCEMENTS
City Attorney Jex stated there were no reportable actions.

ADJOURN CLOSED SESSION
There being no further business, Chair Morabito adjourned the Closed Session at 6:00 P.M.

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

ROLL CALL
Members in attendance: Joseph Morabito, Ashlee DePhillippo, Dustin Nigg, Carlos Marquez

Members absent: Bridgette Moore

FLAG SALUTE
Mayor Morabito led the flag salute.

PRESENTATIONS
1. Proclamation: Parks Make Life Better Month
2. Employee Retirement - Tina Roney

DEPARTMENT REPORTS
No reports scheduled.

PUBLIC COMMENTS
The following provided public comments:

1. Nolan King, resident.

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

Motion Passed: 4 - 0

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

1. CONSENT CALENDAR

Moved by Dustin Nigg; seconded by Carlos Marquez to Approve the consent calendar.

Motion Passed: 4 – 0

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

1.1 Reading of Ordinances

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

1.2 Minutes - June 14, 2023 - Regular Meeting

Approved the minutes as presented.

1.3 Warrant Register June 2023 Approved 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

Approved the Treasurer's Report for May 2023.

1.5 Bingo Ordinance Amendment - 2nd Reading

Approved 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

Authorized 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

Approved 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

Authorized 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 Riverside's Urban County Program for Federal Fiscal Years 2024-25, 2025-26, and 2026-27

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 30
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 – Onsite and Offsite Improvement Agreements, Storm Drain Improvement Agreement, EVMWD Onsite and Offsite Improvement Agreements and RCFCWCD Storm Drain Improvement Agreement

Authorized 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

Reviewed 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

Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 31
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

Adopted a resolution entitled:

RESOLUTION 2023 - 32
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)

1. Authorized 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. Approved a supplemental appropriation for Fund 461 to include $70,000 in expenditures.

2. PUBLIC HEARINGS

2.1 Zoning Ordinance No. 2023-03 (ADU Update) Planning Director Bassi presented the report.

Mayor Morabito opened the public hearing.

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

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and Approve first Reading an Ordinance entitled:

ORDINANCE NO. 234
AN ORDINANCE OF THE CITY COUNCIL 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; AND

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

Motion Passed: 4- 0

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

3. GENERAL BUSINESS

3.1 FY2022-23 4th Quarter Budget Report

Finance Manager Jantz presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Approve the Fiscal Year 2022-23 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - 33
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2022-23 BUDGETED REVENUES AND EXPENSES

Motion Passed: 4- 0

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

3.2 Contract Award - Road Rehab and Maintenance Project and Slurry Seal Project (CIP 057-2, 058)

Public Works Director Farag presented the staff report.

Moved by Joseph Morabito; seconded by Dustin Nigg to:

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.

6. 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.

7. 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.

8. Approve a supplemental appropriation for Fund 505 to include $25,000 in revenue and expenditures.

9. Approve a supplemental appropriation

Motion Passed: 4- 0

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

3.3 Public Parks, Facilities and Trails Naming Ad- hoc Subcommittee City Manager York presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Appoint Councilmember DePhillippo and Councilmember Nigg to serve on the Public Parks, Facilities, and Trails Naming adhoc Subcommittee for the purpose of reviewing and submitting to the Council recommended naming requests of currently owned parks, facilities, and trails.

Motion Passed: 4- 0

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

3.4 Measure AA Oversight Advisory Committee Appointments City Clerk Morales presented the staff report.

Moved by Carlos Marquez; seconded by to Appoint Carlos Hernandez for a term ending June 2024 and Jasmine Bearden and Eric Bunge for terms ending June 2025 on the Measure Aa Oversight Advisory Committee.

Motion Passed: 4- 0

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

CITY MANAGER REPORT

FUTURE AGENDA ITEMS
No future agenda items added.

ADJOURN THE CITY COUNCIL MEETING
There being no further business, the Mayor adjourned the meeting at 6:48 P.M.

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: August 9, 2023

SUBJECT: Amended Minutes - June 14, 2023 - Regular Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the amended minutes as presented.

ATTACHMENTS:
1. June 14, 2023 Approved Minutes
2. June 14, 2023 Amended Minutes

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:

Janet Morales, CMC
City Clerk

Approved by:

Joseph Morabito
Mayor

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, JUNE 14, 2023
COUNCIL CHAMBERS
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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.

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

Members absent: Dustin Nigg

Council Member Nigg's absence was excused.

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

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9. Ad Hoc & Subcommittees
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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
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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	Joseph Morabito
City Clerk	Mayor

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: August 9, 2023

SUBJECT: Amended Minutes - April 12, 2023 - Regular Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the amended minutes as presented.

ATTACHMENTS:
1. April 12, 2023 Approved Minutes
2. April 12, 2023 Amended Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, APRIL 12, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

Regular Session 6:00 PM

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

CALL TO ORDER – REGULAR SESSION - 6:00 P.M.
The regular session was called to order by Mayor Morabito at 6:01 P.M.

ROLL CALL
City Council: All members present.

Staff in attendance: City Manager York, City Attorney Jex, Community Development Director Bassi, Acting City Treasurer Jantz, Economic Development Director Davidson, Public Works Director Farag, Senior Code Enforcement Officer Parker, Development Manager Stadnik, IT Technician Sung, and Community Services Director Torres.

FLAG SALUTE
The flag salute was let by Councilmember DePhillippo.

PRESENTATIONS
1. Proclamation: DMV Donate Life Month
2. Proclamation: National Volunteer Month

DEPARTMENT REPORTS
1. General Plan Update Progress Report #10
Community Development Director Bassi presented the department report.

2. Public Works/Engineering - Bundy Canyon Rd. Construction Update
Councilmember Marquez recused himself for this item.

Public Works Director Farag presented the report.

3. Public Works/Engineering - Road Construction
Public Works Director Farag and Development Manager Stadnik presented the report.

4. Legislative Update
Economic Development Director Davidson presented the report.

PUBLIC COMMENTS

The following individuals provided public comment:

1. Adam Eventov
2. Ken Mayes
3. Griffin Ray
4. Cesar Marmolejo
5. 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. 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. South Coast Air Quality Management District (SCAQMD)

11. Southwest Community Financing Authority (Animal Shelter)

9. Ad Hoc & Subcommittees

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

1. **CONSENT CALENDAR**

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

Motion Approved: 4 – 0

Voting For: Joseph Morabito, Bridgette Moore, Ashlee DePhillippo, 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 the agenda.

1.2 Minutes-January 18, 2023 - Regular Meeting
Approved minutes as presented.

1.3 Minutes-February 8, 2023 - Regular Meeting
Approved minutes as presented.

1.3 Minutes-March 8, 2023 - Regular Meeting
Approved minutes as presented.

1.5 Warrant Register February 2023
Approved the following:
For Fiscal Year 2022/2023

1. Warrant Register dated 03-02-2023 in the amount of $144,775.09.
2. Warrant Register dated 03-09-2023 in the amount of $166,748.55.
3. Warrant Register dated 03-16-2023 in the amount of $521,853.39.
4. Warrant Register dated 03-23-2023 in the amount of $38,565.67.
5. Warrant Register dated 03-28-2023 in the amount of $5,636,837.71.
6. Wire Transfer Register dated 03-31-2023 in the amount of $5,286,725.42.
7. Payroll Register dated 04-01-2023 in the amount of $289,247.80.

1.6 February 2023 City Treasurers Report
Approved the City Treasurer's Report for February 2023.

1.7 Second Amendment to Design Professional Services Agreement with Mark Thomas Corporation for the Palomar Street/Wildomar Cemetery Improvement Project (CIP 028-2)
Authorized the City Manager to execute the Second Amendment to the Design Professional Services Agreement for additional engineering services for the Palomar Street/Wildomar Cemetery Project.

1.8 Ordinance No. 228 – 2nd Reading (ZOA No. 2023-01):
Adopted and waived the further reading of an Ordinance entitled:

ORDINANCE NO. 228

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH

SECTION 15061(B)(3) OF CEQA, AND AMENDING CHAPTER 17.290 OF WILDOMAR MUNICIPAL CODE RELATED TO DENSITY BONUSES AND OTHER INCENTIVES

1.9 Ordinance No. 229 – 2nd Reading – ZOA No. 2023-02:
Adopted and waived the further reading of an Ordinance entitled:

ORDINANCE NO. 229
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING CHAPTER 17.320 (BOARDING HOUSES AND GROUP HOMES) TO TITLE 17 (ZONING) AND AMENDING SECTION 17.208.010 OF THE WILDOMAR MUNICIPAL CODE REGULATING BOARDING HOUSES AND GROUP HOMES, AND FINDING THIS ORDINANCE TO BE EXEMPT FROM CEQA REVIEW PURSUANT TO CEQA GUIDELINE 15061(B)(3)

1.10 Ordinance No. 230 – Fireworks Code Amendment:
Adopted and waived the further reading of an Ordinance entitled:

ORDINANCE NO. 230
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 9.24 OF WILDOMAR MUNICIPAL CODE [FIREWORKS] AND FIND THAT THE ORDINANCE IS EXEMPT FROM CEQA REVIEW PURSUANT TO CEQA GUIDELINE 15378

1.11 Services Agreement with Placeworks, Inc. for the preparation of CEQA Documents (IS/MND) for the 27-Acre Park (CIP 062)
Authorized the City Manager to execute a Services Agreement with Placeworks, Inc. for the preparation of CEQA Documents for the 27-Acre Park.

1.12 Authorization to Enter into Settlement Agreements in Litigation Matter In re National Prescription Opiate Litigation (U.S.D.C Case No. 1:17-CV-2804)
Adopted a Resolution entitled:

RESOUTION NO. 2023-06
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO SETTLE CLAIMS AGAINST CVS, ALLERGAN, TEVA, WALMART, AND WALGREENS IN THE NATIONAL OPIOID LITIGATION

1.13 Notice of Completion – Palomar Street/Clinton Keith Road Sidewalk, Trail and Bike Lane Connectivity Project (CIP 059)
Adopted a Resolution entitled:

RESOUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE PALOMAR STREET/CLINTON KEITH ROAD SIDEWALK, TRAIL, AND BIKE LANE CONNECTIVITY PROJECT (CIP 059) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.14 Notice Music License Agreement for the City of Wildomar
Approved the agreements with BMI and ASCAP to obtain a license to play copyrighted music in public.

2. PUBLIC HEARINGS

2.1 Zoning Ordinance Amendment No. 2023-04 (EOT's)
Community Development Director Bassi presented the department report.

Moved by Bridgette Moore, seconded by Ashlee DePhillippo to Adopt Ordinance entitled:

ORDINANCE NO. 231
AN ORDINANCE OF THE CITY COUNCIL OF CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-04 AMENDING CHAPTERS 17.200 (CONDITIONAL USE PERMITS), 17.208 (PUBLIC USE PERMITS) AND 17.216 (PLOT PLANS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO APPROVAL PERIODS, TIME EXTENSIONS AND LITIGATION TIMEFRAMES FOR DEVELOPMENT APPLICATIONS AND FINDING ZONING ORDINANCE AMENDMENT NO. 2023-04 EXEMPT FROM CEQA

Motion Approved: 4 – 0

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

3. GENERAL BUSINESS

3.1 Third Budget Workshop for FY2024 & FY2024/2025 Biennial Budget
Acting City Treasurer Jantz, Community Development Director Bassi, Senior Code Enforcement Officer Parker, and Public Works Director Farag presented the report.

3.2 Proposed FY2023 3rd Quarter Budget Report
Acting City Treasurer Jantz presented the report.

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

RESOLUTION NO. 2023 – 08

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

Motion Approved: 4 – 0

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

3.3 Committees, Commissions, and Board Appointments for 2023

Moved by Bridgette Moore, seconded by Carlos Marquez to make the following changes to City Council committees, commissions, and board appointments:

- Carlos Marquez as the alternate for the Intergovernmental Relations Subcommittee
- Carlos Marquez as the alternate for the Franchise Subcommittee
- Carlos Marquez as the alternate for the Finance Subcommittee
- Carlos Marquez as the alternate for the Southern California Association of Governments
- Ashlee DePhillippo as the alternate for the Lake Elsinore Unified School District
- Joseph Morabito as the primary for the League of California Cities
- Bridgette Moore as the alternate for the League of California Cities
- Ashlee DePhillippo as the alternate for Western Riverside County Regional Conservation Authority
- Joseph Morabito as the primary for Western Riverside Council of Governments
- Ashlee DePhillippo as the alternate for Western Riverside Council of Governments
- Ashlee DePhillippo as the alternate for Riverside County Habitat Conservation Agency
- Created a Community Services Subcommittee, appointed Bridgette Moore and Carlos Marquez as members

Motion Approved: 4 – 0

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

3.4 Quality Business Incentive Program (QBIP)

Economic Development Director Davidson presented the report.

Moved by Bridgette Moore, seconded by Ashlee DePhillippo to task the Finance Committee with researching/reviewing possible deal points to draft a policy for a new

Quality Business Incentive Program (QBIP) that would encourage sensible growth and an increased quality of life in Wildomar.

Motion Approved: 4 – 0

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

CITY MANAGER REPORT

1. Congratulated Mayor Pro Tem Moore on being named the 32nd Senate District's "Woman of the Year."
2. Astronomy Night is on April 29, 2023 at 7 P.M. at Marna O'Brien Park.
3. Community Clean Up is on April 29, 2023 at Lake Elsinore High School and May 6, 2023 at Ronald Reagan Elementary School.
4. Staff is close to having the final draft of the new website ready in May.
5. Staff will be rolling out a new ERP program in May.

FUTURE AGENDA ITEMS

Mayor Pro Tem asked that staff agendize an item reviewing the section of the Wildomar Municipal Code regarding bingo.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Morabito adjourned the meeting at 8:37 P.M.

Submitted by:

Daniel York
City Manager

Approved by:

Joseph Morabito
Mayor

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, APRIL 12, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

Regular Session 6:00 PM

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

The regular session was called to order by Mayor Morabito at 6:01 P.M.

ROLL CALL

City Council: ~~All members present.~~

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

Councilmember Nigg's absence was excused.

Staff in attendance: City Manager York, City Attorney Jex, Community Development Director Bassi, Acting City Treasurer Jantz, Economic Development Director Davidson, Public Works Director Farag, Senior Code Enforcement Officer Parker, Development Manager Stadnik, IT Technician Sung, and Community Services Director Torres.

FLAG SALUTE

The flag salute was let by Councilmember DePhillippo.

PRESENTATIONS

1. Proclamation: DMV Donate Life Month
2. Proclamation: National Volunteer Month

DEPARTMENT REPORTS

1. General Plan Update Progress Report #10
Community Development Director Bassi presented the department report.

2. Public Works/Engineering - Bundy Canyon Rd. Construction Update
Councilmember Marquez recused himself for this item.

Public Works Director Farag presented the report.

3. Public Works/Engineering - Road Construction
Public Works Director Farag and Development Manager Stadnik presented the report.

4. Legislative Update
Economic Development Director Davidson presented the report.

PUBLIC COMMENTS
The following individuals provided public comment:

1. Adam Eventov

2. Ken Mayes

3. Griffin Ray

4. Cesar Marmolejo

5. 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. 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. South Coast Air Quality Management District (SCAQMD)
11. Southwest Community Financing Authority (Animal Shelter)
9. Ad Hoc & Subcommittees

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

1. CONSENT CALENDAR

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

Motion Approved: 4 – 0

Voting For: Joseph Morabito, Bridgette Moore, Ashlee DePhillippo, 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 the agenda.

1.2 Minutes-January 18, 2023 - Regular Meeting
Approved minutes as presented.

1.3 Minutes-February 8, 2023 - Regular Meeting
Approved minutes as presented.

1.3 Minutes-March 8, 2023 - Regular Meeting
Approved minutes as presented.

1.5 Warrant Register February 2023
Approved the following:
For Fiscal Year 2022/2023

1. Warrant Register dated 03-02-2023 in the amount of $144,775.09.
2. Warrant Register dated 03-09-2023 in the amount of $166,748.55.
3. Warrant Register dated 03-16-2023 in the amount of $521,853.39.
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5. Warrant Register dated 03-28-2023 in the amount of $5,636,837.71.
6. Wire Transfer Register dated 03-31-2023 in the amount of $5,286,725.42.
7. Payroll Register dated 04-01-2023 in the amount of $289,247.80.

1.6 February 2023 City Treasurers Report
Approved the City Treasurer's Report for February 2023.

1.7 Second Amendment to Design Professional Services Agreement with Mark Thomas Corporation for the Palomar Street/Wildomar Cemetery Improvement Project (CIP 028-2)
Authorized the City Manager to execute the Second Amendment to the Design Professional Services Agreement for additional engineering services for the Palomar Street/Wildomar Cemetery Project.

1.8 Ordinance No. 228 – 2nd Reading (ZOA No. 2023-01):
Adopted and waived the further reading of an Ordinance entitled:

ORDINANCE NO. 228

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF CEQA, AND AMENDING CHAPTER 17.290 OF WILDOMAR MUNICIPAL CODE RELATED TO DENSITY BONUSES AND OTHER INCENTIVES

1.9 Ordinance No. 229 – 2nd Reading – ZOA No. 2023-02:

Adopted and waived the further reading of an Ordinance entitled:

ORDINANCE NO. 229

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING CHAPTER 17.320 (BOARDING HOUSES AND GROUP HOMES) TO TITLE 17 (ZONING) AND AMENDING SECTION 17.208.010 OF THE WILDOMAR MUNICIPAL CODE REGULATING BOARDING HOUSES AND GROUP HOMES, AND FINDING THIS ORDINANCE TO BE EXEMPT FROM CEQA REVIEW PURSUANT TO CEQA GUIDELINE 15061(B)(3)

1.10 Ordinance No. 230 – Fireworks Code Amendment:

Adopted and waived the further reading of an Ordinance entitled:

ORDINANCE NO. 230

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 9.24 OF WILDOMAR MUNICIPAL CODE [FIREWORKS] AND FIND THAT THE ORDINANCE IS EXEMPT FROM CEQA REVIEW PURSUANT TO CEQA GUIDELINE 15378

1.11 Services Agreement with Placeworks, Inc. for the preparation of CEQA Documents (IS/MND) for the 27-Acre Park (CIP 062)

Authorized the City Manager to execute a Services Agreement with Placeworks, Inc. for the preparation of CEQA Documents for the 27-Acre Park.

1.12 Authorization to Enter into Settlement Agreements in Litigation Matter In re National Prescription Opiate Litigation (U.S.D.C Case No. 1:17-CV-2804)

Adopted a Resolution entitled:

RESOUTION NO. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO SETTLE CLAIMS AGAINST CVS, ALLERGAN, TEVA, WALMART, AND WALGREENS IN THE NATIONAL OPIOID LITIGATION

1.13 Notice of Completion – Palomar Street/Clinton Keith Road Sidewalk, Trail and Bike Lane Connectivity Project (CIP 059)

Adopted a Resolution entitled:

RESOUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE PALOMAR STREET/CLINTON KEITH ROAD SIDEWALK, TRAIL, AND BIKE LANE CONNECTIVITY PROJECT (CIP 059) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.14 Notice Music License Agreement for the City of Wildomar

Approved the agreements with BMI and ASCAP to obtain a license to play copyrighted music in public.

2. PUBLIC HEARINGS

2.1 Zoning Ordinance Amendment No. 2023-04 (EOT's)

Community Development Director Bassi presented the department report.

Moved by Bridgette Moore, seconded by Ashlee DePhillippo to Adopt Ordinance entitled:

ORDINANCE NO. 231

AN ORDINANCE OF THE CITY COUNCIL OF CITY OF WILDOMAR, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-04 AMENDING CHAPTERS 17.200 (CONDITIONAL USE PERMITS), 17.208 (PUBLIC USE PERMITS) AND 17.216 (PLOT PLANS) OF THE WILDOMAR MUNICIPAL CODE RELATED TO APPROVAL PERIODS, TIME EXTENSIONS AND LITIGATION TIMEFRAMES FOR DEVELOPMENT APPLICATIONS AND FINDING ZONING ORDINANCE AMENDMENT NO. 2023-04 EXEMPT FROM CEQA

Motion Approved: 4 – 0

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

3. GENERAL BUSINESS

3.1 Third Budget Workshop for FY2024 & FY2024/2025 Biennial Budget

Acting City Treasurer Jantz, Community Development Director Bassi, Senior Code Enforcement Officer Parker, and Public Works Director Farag presented the report.

3.2 Proposed FY2023 3rd Quarter Budget Report

Acting City Treasurer Jantz presented the report.

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

RESOLUTION NO. 2023 – 08

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

Motion Approved: 4 – 0

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

3.3 Committees, Commissions, and Board Appointments for 2023

Moved by Bridgette Moore, seconded by Carlos Marquez to make the following changes to City Council committees, commissions, and board appointments:

- Carlos Marquez as the alternate for the Intergovernmental Relations Subcommittee
- Carlos Marquez as the alternate for the Franchise Subcommittee
- Carlos Marquez as the alternate for the Finance Subcommittee
- Carlos Marquez as the alternate for the Southern California Association of Governments
- Ashlee DePhillippo as the alternate for the Lake Elsinore Unified School District
- Joseph Morabito as the primary for the League of California Cities
- Bridgette Moore as the alternate for the League of California Cities
- Ashlee DePhillippo as the alternate for Western Riverside County Regional Conservation Authority
- Joseph Morabito as the primary for Western Riverside Council of Governments
- Ashlee DePhillippo as the alternate for Western Riverside Council of Governments
- Ashlee DePhillippo as the alternate for Riverside County Habitat Conservation Agency
- Created a Community Services Subcommittee, appointed Bridgette Moore and Carlos Marquez as members

Motion Approved: 4 – 0

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

3.4 Quality Business Incentive Program (QBIP)

Economic Development Director Davidson presented the report.

Moved by Bridgette Moore, seconded by Ashlee DePhillippo to task the Finance Committee with researching/reviewing possible deal points to draft a policy for a new Quality Business Incentive Program (QBIP) that would encourage sensible growth and an increased quality of life in Wildomar.

Motion Approved: 4 – 0

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

CITY MANAGER REPORT

1. Congratulated Mayor Pro Tem Moore on being named the 32nd Senate District's "Woman of the Year."
2. Astronomy Night is on April 29, 2023 at 7 P.M. at Marna O'Brien Park.
3. Community Clean Up is on April 29, 2023 at Lake Elsinore High School and May 6, 2023 at Ronald Reagan Elementary School.
4. Staff is close to having the final draft of the new website ready in May.
5. Staff will be rolling out a new ERP program in May.

FUTURE AGENDA ITEMS

Mayor Pro Tem asked that staff agendize an item reviewing the section of the Wildomar Municipal Code regarding bingo.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Morabito adjourned the meeting at 8:37 P.M.

Submitted by:	Approved by:
_____	_____
~~Daniel York~~ Janet Morales	Joseph Morabito
~~City Manager~~ City Clerk	Mayor

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: August 9, 2023

SUBJECT: Warrant Register July 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 07-06-2023 in the amount of $33,426.88.
2. Warrant Register dated 07-13-2023 in the amount of $1,025,661.80.
3. Warrant Register dated 07-20-2023 in the amount of $289,707.79.
4. Warrant Register dated 07-27-2023 in the amount of $48,927.84.

For Fiscal Year 2022/2023
5. Warrant Register dated 07-03-2023 in the amount of $89,825.
6. Warrant Register dated 07-06-2023 in the amount of $174,681.30.
7. Warrant Register dated 07-13-2023 in the amount of $3,136.82.
8. Warrant Registers dated 07-20-2023 in the amount of $1,852.79.
9. Warrant Register dated 07-27-2023 in the amount of $65,013.84.
10. Wire Transfer Register dated 07-31-2023 in the amount of $141,887.67.
11. Payroll Register dated 08-01-2023 in the amount of $266,171.82.

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

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

ATTACHMENTS:

1. Warrant Reg July 2023 Voucher Listings

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
260	7/6/2023	001222 FOBRO CONSULTING LLC	152		06/01/23-06/30/23 ACCTING CONT SVCS-DEV	4,152.50
					Total :	**4,152.50**
216816	7/6/2023	001002 ARCHITERRA DESIGN GROUP	31010		05/25/23-06/24/23 SI COORD FYT PH 5	721.75
			31011		05/25/23-06/24/23 SI COORDINATION	125.00
			31012		05/25/23-06/24/23 CITY PLAN CHECK - SI C	62.50
			31013		05/25/23-06/24/23 PLAN CHECK - SI COORD/	628.00
			31014		05/25/23-06/24/23 PLAN CHECK - 2ND PC	312.50
			31015		05/25/23-06/24/23 PLAN CHECK - 4TH PC	156.25
			31016		05/25/23-06/24/23 PLAN CHECK - 1ST PR	500.00
					Total :	**2,506.00**
216817	7/6/2023	000367 CINTAS CORPORATION	5164919230		CITY HALL FIRST AID & SAFETY	807.40
					Total :	**807.40**
216818	7/6/2023	000022 EDISON	062623-6091		05/25/23-06/25/23 COMO ST (LITTLE LEAGUE	41.32
			062623-7258		05/25/23-06/25/23 ELEC 21400 PALOMAR (CE	257.46
			062623-9129		05/25/23-06/25/23 GRUELL (FS#61) & MALAG	1,000.83
					Total :	**1,299.61**
216819	7/6/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12437293		05/17/23-06/17/23 WATER ZONE 42 LOC 01 M	568.19
			12437545		05/17/23-06/17/23 WATER ZONE 42 LOC 03 M	230.63
			12437546		05/17/23-06/17/23 WATER ZONE 42 LOC 02 M	323.75
			12444075		05/21/23-06/21/23 WATER ZONE 3 LOC 35 M1	63.03
					Total :	**1,185.60**
216820	7/6/2023	001450 FRANCHISE TAX BOARD	70623		WITHHOLDING ORDER - S. STANTON CASE#5621	50.00
					Total :	**50.00**
216821	7/6/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34332026		CANON COLOR COPIER SYST. #019-1780554	214.24

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216821	7/6/2023	000685 000685 GREAT AMERICA FINANCIAL SERVIC	(Continued)		**Total :**	**214.24**
216822	7/6/2023	001666 INFINITY TECHNOLOGIES	1519	0000453	JUNE 2023 GIS CONTRACTUAL SERVICES	4,077.12
			1559A	0000452	JUNE 2023 IT CONTRACTUAL SERVICES	11,300.00
			1559B	0000440	JUNE 2023 DATTO 365 BACKUP SERVICE	175.50
					Total :	**15,552.62**
216823	7/6/2023	000091 LAKE ELSINORE CHAMBER OF, COMMEF	13787		SALUTE TO CONGRESSMAN CALVERT-COUNCIL	2,000.00
					Total :	**2,000.00**
216824	7/6/2023	000606 RING CENTRAL	CD_000609959		NEW DIGITAL & MOBILE USER	200.11
					Total :	**200.11**
216825	7/6/2023	000790 SPARKLETTS	62423		CITY HALL DRINKING WATER THROUGH 06/24/2	334.40
					Total :	**334.40**
216826	7/6/2023	001720 STERICYCLE, INC	8004168484		CONTRACTUAL SHREDDING SVC	268.84
					Total :	**268.84**
216827	7/6/2023	001831 YUNEX, LLC	5610284067		TRAFFIC SIGNAL MAINTENANCE MAY 2023	1,494.50
			5620041549		TRAFFIC SIGNALS - RESPONSES MAY 2023	3,181.06
					Total :	**4,675.56**

13 Vouchers for bank code : wf **Bank total :** **33,246.88**

13 Vouchers in this report **Total vouchers :** **33,246.88**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216831	7/13/2023	001692 AMAZON CAPITAL SERVICES	1KDW-7PHX-N71V		KOJEM LAWN MOWER	733.72
					Total :	**733.72**
216832	7/13/2023	000033 AMERICAN FORENSIC NURSES	77873		BLOOD DRAW (2) DRY RUN (1)	170.16
					Total :	**170.16**
216833	7/13/2023	000029 APPLEONE	01-6658190		ADMIN W/E 6/24/23 (JH)	1,256.85
			01-6658191		ADMIN W/E 6/24/23 (HJ)	1,740.40
			01-6658192		ADMIN ASSISTANT-CLERICAL W/E 6/24/23 (CH	951.99
			01-6658599		ACCOUNTING SPECIALIST I W/E 6/24/23 (WH)	2,935.86
			01-6662351		ADMIN W/E 7/01/23 (JH)	1,436.40
			01-6662352		ADMIN W/E 7/01/23 (HJ)	1,544.61
			01-6662353		ADMIN ASSISTANT-CLERICAL W/E 7/01/23 (CH	1,296.32
			01-6662758		ACCOUNTING SPECIALIST I W/E 7/01/23 (WH)	2,782.80
					Total :	**13,945.23**
216834	7/13/2023	000034 BIO-TOX LABORATORIES	44537		RC SHERIFF - LAB SERVICES	249.73
					Total :	**249.73**
216835	7/13/2023	000080 BURKE, WILLIAMS AND SORENSON,, LLF	302517		MAY 2023 LEGAL FEES	75,388.05
					Total :	**75,388.05**
216836	7/13/2023	002022 CHAVEZ LOMELI, JUAN	62023		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	314.21
					Total :	**314.21**
216837	7/13/2023	001622 COMMERCIAL BUILDING MANAGEMENT,	69712	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	4,470.71
			69713		JUNE 2023 SUPPLIES - MARNA O'BRIEN	336.39
					Total :	**4,807.10**
216838	7/13/2023	000037 DATA TICKET, INC.	152149		MAY 2023 ONLINE ACCESS	670.93
			152756		MAY 2023 DAILY CITE PROCESSING	848.94
					Total :	**1,519.87**
216839	7/13/2023	001300 DELL MARKETING L.P.	10649097469		PLANNING REPLACEMENT COMPUTER	1,382.72

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216839	7/13/2023	001300 DELL MARKETING L.P.	(Continued)			
			10664857494	0000451	OPTIPLEX 5000 SMALL FORM FACTOR - HR REP	861.09
					Total :	**2,243.81**
216840	7/13/2023	000022 EDISON	010323-7504		12/01/22-12/31/22 CFD 2013-1 ORANGE/CORA	31.78
			010323-7504CR		09/08/23-11/30/22 CFD 2013-1 ORANGE/COR	-237.83
			020123-7504		01/01/23-01/31/23 CFD 2013-1 ORANGE/COR	34.22
			031323-7504		02/01/23-02/28/23 CFD 2013-1 ORANGE/COR	34.90
			040123-7504		03/01/23-03/31/23 CFD 2013-1 ORANGE/COR	34.20
			050123-7504		04/01/23-04/30/23 CFD 2013-1 ORANGE/COR	34.20
			060123-7504		05/01/23-05/31/23 CFD 2013-1 ORANGE/COR	34.20
			070323-0828		06/01/23-06/30/23 ELECTRIC WILDOMAR CITY	166.78
			070323-0962		06/01/23-06/30/23 ELECTRIC CFD 2013-001	249.67
			070323-1202		06/01/23-06/30/23 HIDDENE SPRINGS/CLINTO	39.40
			070323-1757		06/01/23-06/30/23 ELECTRIC CFD 2013-001	202.83
			070323-4293		06/01/23-06/30/23 CSA22 SALES ACQUISITIO	6,134.41
			070323-4487		06/01/23-06/30/23 20505 PALOMAR ST (MARN	57.00
			070323-4610		06/01/23-06/30/23 ELECTRIC CFD 2013-001	128.35
			070323-4845		06/01/23-06/30/23 CFD ZONE 2	64.18
			070323-7481		06/01/23-06/30/23 CSA 103, CSA 22 & SIGN	502.89
			070323-7504		06/01/23-06/30/23 CFD 2013-1 ORANGE/COR	34.68
			070323-7694		06/01/23-06/30/23 CFD ZONE 3	218.28
			070323-8975		06/01/23-06/30/23 CSA 103	128.35
			070323-9127		06/01/23-06/30/23 ELECTRIC CFD 2013-001	244.52
					Total :	**8,137.01**
216841	7/13/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12440210		05/20/23-06/20/23 WATER ZONE 3 LOC 23 M1	235.70

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216841	7/13/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			12440418		05/20/23-06/20/23 WATER ZONE 30 LOC 2	67.84
			12440458		05/20/23-06/20/23 WATER ZONE 3 LOC 49 M1	93.67
			12440711		05/20/23-06/20/23 WATER ZONE 51 LOC 1	149.62
			12440874		05/20/23-06/20/23 WATER BASEBALL FIELD	431.07
			12440914		05/20/23-06/20/23 WATER WINDSONG PARK	475.85
			12441420		05/20/23-06/20/23 WATER ZONE 3 LOC 29 M1	649.66
			12441498		05/20/23-06/20/23 WATER ZONE 3 LOC 29 M2	237.17
			12441501		05/20/23-06/20/23 WATER ZONE 30 LOC 1	265.61
			12441600		05/20/23-06/20/23 WATER ZONE 3 LOC 42 &	277.76
			12441995		05/20/23-06/20/23 WATER 22450 1/2 CERVER	300.12
			12442237		05/20/23-06/20/23 WATER 22450 CERVERA	223.87
			12443330		05/20/23-06/20/23 WATER ZONE 62- 22933 D	174.85
			12443417		05/20/23-06/20/23 WATER ZONE 67 - ARNNET	86.20
					Total :	**3,668.99**
216842	7/13/2023	001762 EMERGENCY-1 RESPONSE, INC.	2982		CAMP OUT IN THE PARK	243.75
					Total :	**243.75**
216843	7/13/2023	001728 FORENSIC NURSES OF SOCAL, INC.	2205		POLICE DEPT - SEXUAL ASSALT FORENSIC EXA	1,200.00
			2209		POLICE DEPT - SEXUAL ASSALT FORENSIC EXA	1,200.00
					Total :	**2,400.00**
216844	7/13/2023	001743 GOPHER SQUAD	000262	0000420	PEST CONTROL SERVICES- PARKS AND LITTLE	985.00
					Total :	**985.00**
216845	7/13/2023	002028 GRAYMAR ENVIRONMENTAL, SERVICES	061923SCA-COW		PROVIDE LABOR AND EQUIPMENT AS REQUESTED	12,327.44
					Total :	**12,327.44**
216846	7/13/2023	002024 HASSANI, MATTHEW	62023		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	705.33

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216846	7/13/2023	002024 002024 HASSANI, MATTHEW	(Continued)		**Total :**	**705.33**
216847	7/13/2023	001911 HDL SOFTWARE LLC.	SIN029409		MAY 2023 HDL FEES	1,786.02
					Total :	**1,786.02**
216848	7/13/2023	002023 ICON CONSTRUCTION & DESIGN	30216		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	803.81
					Total :	**803.81**
216849	7/13/2023	000499 INLAND EMPIRE LANDSCAPE INC	40624		MAR 2023 LANDSCP REPAIR ZONES	4,037.73
			41115		JUNE 2023 LANDSCP MAINT ZONES	10,583.44
					Total :	**14,621.17**
216850	7/13/2023	000016 INNOVATIVE DOCUMENT SOLUTIONS	252105		6/01/23-6/30/23 CONTRACT COPIER SERVICES	1,139.93
					Total :	**1,139.93**
216851	7/13/2023	000072 INTERWEST CONSULTING GROUP	87956		BUILDING & SAFETY - APR 2023	61,973.88
			88029		CAPITAL IMPROVEMENT MGMT - APR 2023	38,093.82
					Total :	**100,067.70**
216852	7/13/2023	002027 MENDOZA, MARY	62823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	962.05
					Total :	**962.05**
216853	7/13/2023	000778 PARSONS TRANSPORTATION GRP INC	2211A918_REV		PROF SVCS AGREEMENT #70 08/27/22-10/28/2	49,127.80
					Total :	**49,127.80**
216854	7/13/2023	001107 PLACEWORKS	82315		JUNE 2023 CONTRACTUAL SVC - GP UPDATE/EI	33,542.36
			82320		JUNE 2023 CONTRACTUAL SVC - MULTI-FAMILY	6,502.50
			82323		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	77.50
			82324		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	4,522.50
			82325		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	77.50
			82327		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	590.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216854	7/13/2023	001107 PLACEWORKS	(Continued)			
			82328		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	232.50
			82329		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	77.50
			82330		JUNE 2023 CONTRACTUAL SVC - GP UPDATE/EI	200.00
			82333		JUNE 2023 CONTRACTUAL SVC - PROJECT RELA	2,749.39
					Total :	**48,571.75**
216855	7/13/2023	000042 PV MAINTENANCE, INC.	005-269		CITYWIDE MAINT. CONTRACTUAL SERVICES - J	156,319.80
					Total :	**156,319.80**
216856	7/13/2023	002025 RATANAPANYA METIDATION CENTER	52323		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	3,276.24
					Total :	**3,276.24**
216857	7/13/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000043692		CONTRACT LAW ENFORCEMENT THROUGH 05/31/2	485,879.44
					Total :	**485,879.44**
216858	7/13/2023	001912 STRADLING YOCCA CARLSON &, RAUTH	398010-001		CHARGES FOR PERIOD ENDING 06/29/23 0001	21,550.16
					Total :	**21,550.16**
216859	7/13/2023	001970 TEC INC.	6997		PALOMAR PASSIVE PARK SITE- CITY OF WILDO	3,345.00
					Total :	**3,345.00**
216860	7/13/2023	002021 TUFF SHED INC.	51823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	241.33
					Total :	**241.33**
216861	7/13/2023	000437 VERIZON WIRELESS	9937864982		06/23/23-07/22/23 DATA INTERNET CHARGE	3,276.69
			9937864983		06/23/23-07/22/23 DATA INTERNET CHARGE	0.79
					Total :	**3,277.48**
216862	7/13/2023	002020 W&W LAND DESIGN CONSULTANTS,, INC	62923		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,806.74

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216862	7/13/2023	002020 002020 W&W LAND DESIGN CONSULTANTS,, INC	(Continued)		**Total :**	**1,806.74**
216863	7/13/2023	001831 YUNEX, LLC	5610281827		TRAFFIC SIGNAL MAINTENANCE FOR 8/2022	1,494.50
			5610282517		TRAFFIC SIGNAL MAINTENANCE FOR 9/2022	1,494.50
			5620041647		PALOMAR & CLINTON KEITH - W9097 STL POLE	2,056.98
					Total :	**5,045.98**

33 Vouchers for bank code : wf **Bank total :** **1,025,661.80**

33 Vouchers in this report **Total vouchers :** **1,025,661.80**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216873	7/20/2023	000081 CALIFORNIA BUILDING STANDARDS, COI	71823		CALIFORNIA BUILDING STANDARDS ADMIN REVO	1,470.80
					Total :	**1,470.80**
216874	7/20/2023	000785 CORELOGIC SOLUTIONS, LLC	82178478		JUNE 2023 CODE ENFORCEMENT SOFTWARE	277.25
					Total :	**277.25**
216875	7/20/2023	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001088		MONTHLY RADIO COMMUNICATION - SHERIFF	543.69
					Total :	**543.69**
216876	7/20/2023	000988 COUNTY OF RIVERSIDE, INFORMATION T	IT0000005686		05/01/23-06/30/23 MEETING SUPPORT - RIVC	714.60
					Total :	**714.60**
216877	7/20/2023	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016831		MAR 2023 SLF COSTS FY22-23	1,131.24
					Total :	**1,131.24**
216878	7/20/2023	002035 DARLING DEVELOPMENT GROUP	61923		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	590.56
					Total :	**590.56**
216879	7/20/2023	000082 DEPARTMENT OF CONSERVATION, DIVIS	71823		SMIP FEES JAN 2023 - MAR 2023	4,293.31
					Total :	**4,293.31**
216880	7/20/2023	000058 DEPARTMENT OF JUSTICE	669519		JUNE 2023 FINGERPRINT APPS (1)	32.00
					Total :	**32.00**
216881	7/20/2023	001935 ENGINEERING SOLUTIONS SERVICES, IN	2103-122D	0000454	ENGINEERING CONSULTANT SVCS FOR CIP 026-	2,062.50
			2103-122E	0000454	ENGINEERING CONSULTANT SERVICES FOR CIP	1,882.50
					Total :	**3,945.00**
216882	7/20/2023	000499 INLAND EMPIRE LANDSCAPE INC	41185		JUNE 2023 LANDSCP REPAIR CSA 103 TRL/CER	5,511.04
					Total :	**5,511.04**
216883	7/20/2023	000856 MICHAEL BAKER INTERNATIONAL IN	1182658		P/E MAY 28, 2023 CONTRACTUAL SVC - PROJE	12,118.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216883	7/20/2023	000856 000856 MICHAEL BAKER INTERNATIONAL IN (Continued)			**Total :**	**12,118.00**
216884	7/20/2023	002034 MILLER, BRETT	60923		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	930.93
					Total :	**930.93**
216885	7/20/2023	002031 MORRISSEY, SHAWN	61623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	392.89
					Total :	**392.89**
216886	7/20/2023	001677 OFFICE OF ECONOMIC DEVELOPMENT	2023-30		APRIL 2023 DIF LIBRARY	6,602.31
					Total :	**6,602.31**
216887	7/20/2023	000089 PAPER DIRECT	42590470		CITY COUNCIL CERTIFICATE JACKETS	1,687.56
					Total :	**1,687.56**
216888	7/20/2023	000778 PARSONS TRANSPORTATION GRP INC	2209C645		PROF SVCS AGREEMENT #69 7/22/22-8/3/22	72,369.63
			2301B080		PROF SVCS AGREEMENT #71 10/29/22-12/30/2	52,537.22
					Total :	**124,906.85**
216889	7/20/2023	001987 PAVEMENT RECYCLING SYSTEMS INC	PRI000034769	0000465	PAVEMENT SMOOTHNESS TESTING AND REPORTIN	3,300.00
					Total :	**3,300.00**
216890	7/20/2023	002036 PHOENIX RISING YOGA	62823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	674.77
					Total :	**674.77**
216891	7/20/2023	000185 PITNEY BOWES	62923		POSTAGE METER REFILL 06/29/23	500.00
					Total :	**500.00**
216892	7/20/2023	001107 PLACEWORKS	82099		MAY 2023 CONTRACTUAL SVC - CIP 059	2,028.31
			82319		JUNE 2023 PROF. SVCS. - 27 ACRE PARK CIP	14,744.77
					Total :	**16,773.08**
216893	7/20/2023	001807 ROGERS, ANDERSON, MALODY &, SCOT	73165		AUDIT JUNE 2022 FOR FY22/23 - CITY	4,800.00
			73165CR		CREDIT - AUDIT JUNE 2022 FOR FY22/23 CIT	-150.00
					Total :	**4,650.00**

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
216894	7/20/2023	001921	SCA OF CA, LLC	106397CS		CFD 2013-1 ZONE 2 SWEEPS		7,121.48
							Total :	**7,121.48**
216895	7/20/2023	002033	SCOTT, BRANDON	52323		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS		2,287.58
							Total :	**2,287.58**
216896	7/20/2023	001393	SOCALGAS	71213		06/08/23-07/10/23 GAS - FIRE DEPT 32637		69.56
							Total :	**69.56**
216897	7/20/2023	002042	SOUTHERN CALIFORNIA EDISON	51123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS		8,371.12
							Total :	**8,371.12**
216898	7/20/2023	001806	SOUTHERN CALIFORNIA NEWS, GROUP	11603727		PUBLIC NOTICE - PH ON DELINQUENT TRASH C		274.23
				11604720		PUBLIC NOTICE - OF PH ON CFD'S ANNEX N4		180.74
				11611380		PUBLIC NOTICE - ZOA 2023-03		255.53
				1605252		PUBLIC NOTICE - CIP 057-2: CONST. ADMIN/		648.18
							Total :	**1,358.68**
216899	7/20/2023	002044	TESLA INC.	62323		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS		4,001.02
							Total :	**4,001.02**
216900	7/20/2023	001893	THE CENTRE FOR ORGANIZATION, EFFE	TCFOE4133		RIVERSIDE REGIONAL (SPRING 2023) EMILY S		1,750.00
							Total :	**1,750.00**
216901	7/20/2023	002032	THOMPSON III, ROGER L.	6723		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS		934.18
							Total :	**934.18**
216902	7/20/2023	000131	WESTERN RIVERSIDE COUNTY, RCA	71823		MSHCP MITIGATION FEES: MAY 2023		70,686.00
							Total :	**70,686.00**
216903	7/20/2023	001831	YUNEX, LLC	5610282847		TRAFFIC SIGNAL MAINTENANCE FOR DECEMBER		1,494.50
				5620041733		TRAFFIC SIGNAL RESPONSE CALL OUT NOV 202		587.79

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216903	7/20/2023	001831	001831 YUNEX, LLC	(Continued)		**Total :**	**2,082.29**
31	**Vouchers for bank code :**	wf				**Bank total :**	**289,707.79**
31	**Vouchers in this report**					**Total vouchers :**	**289,707.79**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216921	7/27/2023	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020107839	0000472	06/01/23-06/30/23 SECURITY PATROL	8,007.40
					Total :	**8,007.40**
216922	7/27/2023	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016932		FEB 2023 SLF COSTS FY22-23	2,168.59
			TL0000016933		MAR 2023 SLF COSTS FY22-23	537.50
			TL0000016934		APR 2023 SLF COSTS FY22-23	1,887.42
					Total :	**4,593.51**
216923	7/27/2023	000037 DATA TICKET, INC.	153234		JUNE 2023 ONLINE ACCESS	415.93
			153898		JUNE 2023 DAILY CITE PROCESSING	923.30
					Total :	**1,339.23**
216924	7/27/2023	000054 DEPARTMENT OF TRANSPORTATION	SL230848		SIGNAL & LIGHTING BILLING JAN 2023-MAR 2	4,893.03
					Total :	**4,893.03**
216925	7/27/2023	000022 EDISON	071823-3767		06/15/23-07/17/23 31160 CLINTON KEITH RD	11.30
			071823-7633		06/15/23-07/17/23 32975 WILLOW BAY RD TC	102.58
			071923-7151		06/13/23-07/13/23 ELECTRIC	7,043.34
					Total :	**7,157.22**
216926	7/27/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12480292		06/10/23-07-09/23 WATER ZONE 52 LOC 01	141.77
			12480348		06/10/23-07-09/23 WATER ZONE 29 LOC 02	49.52
			12480629		06/10/23-07-09/23 WATER ZONE 71 LOC 01	228.78
			12480829		06/10/23-07-09/23 WATER 32637 GRUWELL-FS	98.80
			12480910		06/10/23-07-09/23 WATER MARNA O'BRIEN	3,996.73
			12485641		06/13/23-07/12/23 WATER ZONE 3 LOC 7 M1	82.51
			12485654		06/13/23-07/12/23 WATER HERITAGE PK (AUT	168.57
			12488939		06/14/23-07/13/23 WATER ZONE 3 LOC 25 M1	1,133.76
			12488940		06/14/23-07/13/23 WATER ZONE 3 LOC 25 M2	1,551.60
			12490711		06/14/23-07/13/23 WATER ZONE 3 LOC 24 M1	987.58
			12491876		06/14/23-07/13/23 WATER CFD 2013-1, ZONE	389.03

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216926	7/27/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			12492035		06/14/23-07/13/23 WATER MALAGA GATEWAY P	299.98
					Total :	**9,128.63**
216927	7/27/2023	001325 GEOCON WEST, INC.	723060413		CIP 026-1 THROUGH 6/11/23	746.50
			723060444	0000457	PH1 ESA FOR 20 ACRE PARK THROUGH 6/11/23	4,000.00
					Total :	**4,746.50**
216928	7/27/2023	001101 SIGNS BY TOMORROW	30780		BANNERS FOR CITY BIRTHDAY (3)	462.48
					Total :	**462.48**
216929	7/27/2023	000919 STANTON, SHERRI	71923		MILEAGE REIMBURSEMENT	11.40
					Total :	**11.40**
216930	7/27/2023	001505 THE ENDEAVOR PRODUCTION, GROUP	1070		PROMO VIDEO MAYOR'S MINUTE BUNDY CANYON	500.00
			1073		PROMO VIDEO - MARKETING - EDIT & UPDATE	400.00
			1079		PROMO VIDEO MAYOR'S MINUTE 4TH OF JULY	500.00
			7076		PROMO VIDEO MAYOR'S MINUTE SUMMER EVENTS	500.00
					Total :	**1,900.00**
216931	7/27/2023	000131 WESTERN RIVERSIDE COUNTY, RCA	71823B		MSHCP MITIGATION FEES: JUNE 2023 (SHORTA	360.00
					Total :	**360.00**
216932	7/27/2023	001831 YUNEX, LLC	5610284219		TRAFFIC SIGNAL MAINTENANCE FOR JUNE 2023	1,494.50
			5620042029		TRAFFIC SIGNAL REPONSE CALL OUT DEC 2022	1,340.81
			5620043492		TRAFFIC SIGNAL REPONSE CALL OUT FOR JUNE	3,493.13
					Total :	**6,328.44**

12 Vouchers for bank code : wf **Bank total :** **48,927.84**

12 Vouchers in this report **Total vouchers :** **48,927.84**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216810	7/3/2023	000760 ARMADA ADMINISTRATORS	199443		JULY 2023 PREMIUM	4,011.00
					Total :	**4,011.00**
216811	7/3/2023	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-1819		ANNUAL CYBER CONTRIBUTION FY 23/24	80,849.00
					Total :	**80,849.00**
216812	7/3/2023	000258 CITY CLERK ASSOCIATION OF, CALIFORI	300002026		CCAC MEMBERSHIP FY 23/24	250.00
					Total :	**250.00**
216813	7/3/2023	000290 SOUTHERN CALIFORNIA, ASSOC. OF GC	SCAGFY240187		DUES ASSESSMENT FY 23/24	4,715.00
					Total :	**4,715.00**
4	**Vouchers for bank code :**	wf			**Bank total :**	**89,825.00**
4	**Vouchers in this report**				**Total vouchers :**	**89,825.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216828	7/6/2023	000299 AUDITOR CONTROLLER GAD- LAFCO	AC0000002011		LAFCO FY23/24	2,668.30
					Total :	**2,668.30**
216829	7/6/2023	000663 BUNDY CANYON SUPER STORAGE	70123		ANNUAL STORAGE UNIT RENTAL A7 & C15 (07/	5,496.00
					Total :	**5,496.00**
216830	7/6/2023	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-1883		ANNUAL LIABILITY CONTRIBUTION & TERMINAT	166,517.00
					Total :	**166,517.00**

3 Vouchers for bank code : wf **Bank total :** **174,681.30**

3 Vouchers in this report **Total vouchers :** **174,681.30**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216864	7/13/2023	000175 CITY OF CANYON LAKE	FY23/24-001		2023 NATIONAL NIGHT OUT EVENT CONTRIBUTI	1,000.00
					Total :	**1,000.00**
216865	7/13/2023	002026 FARRELL, DENISE	70323		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	845.00
					Total :	**845.00**
216866	7/13/2023	000941 FRONTIER	70123A		07/01/23-07/31/23 OFFICE TELEPHONE CHARG	539.58
			70123B		07/01/23-07/31/23 OFFICE TELEPHONE CHARG	55.96
					Total :	**595.54**
216867	7/13/2023	000526 PRINT POSTAL	16817		A/P WINDOW ENVELOPES	315.38
					Total :	**315.38**
216868	7/13/2023	000378 TEMECULA VALLEY PIPE & SUPPLY	628929		FACILITY MATERIALS	380.90
					Total :	**380.90**

5 Vouchers for bank code : wf **Bank total :** **3,136.82**

5 Vouchers in this report **Total vouchers :** **3,136.82**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216904	7/20/2023	000029 APPLEONE	01-6667876		ADMIN W/E 7/08/23 (JH)	1,071.90
			01-6667877		ADMIN W/E 7/08/23 (HJ)	429.70
			01-6667878		ADMIN ASSISTANT-CLERICAL W/E 7/08/23 (CH	1,292.00
			01-6668279		ACCOUNTING SPECIALIST I W/E 7/08/23 (WH)	3,376.00
					Total :	**6,169.60**
216905	7/20/2023	000760 ARMADA ADMINISTRATORS	200799		AUG 2023 PREMIUM - CITY MANAGER	4,011.00
					Total :	**4,011.00**
216906	7/20/2023	002037 CHAD LOGAN INCORPORATED	71123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	444.24
					Total :	**444.24**
216907	7/20/2023	000002 CRYSTAL CLEAN MAINTENANCE	703N		JULY 2023 - CITY HALL JANITORIAL SERVICE	3,214.75
					Total :	**3,214.75**
216908	7/20/2023	001450 FRANCHISE TAX BOARD	72023		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
216909	7/20/2023	001573 GRANICUS, LLC	168564		LIVESTREAM SOFTWARE 07/03/23-05/11/24	6,097.23
					Total :	**6,097.23**
216910	7/20/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34432355		CANON COLOR COPIER SYST. #015-1472515	359.97
			34432356		CANON COLOR COPIER SYST. #016-1585799	214.24
					Total :	**574.21**
216911	7/20/2023	002038 GUZMAN, VERONICA	71123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,284.80
					Total :	**1,284.80**
216912	7/20/2023	002041 IIMC	70623		ANNUAL MEMBERSHIP FEE	225.00
					Total :	**225.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216913	7/20/2023	002043 P.E.O. INTERNATIONAL, CHAPTER VZ	71923		REFUND OF UNUSED COMMUNITY ROOM RENTAL F	72.00
					Total :	**72.00**
216914	7/20/2023	002039 RC CONSULTING SERVICES	71123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	436.80
					Total :	**436.80**
216915	7/20/2023	000186 RIGHTWAY	348391		REPAIR LABOR & EXCHANGE	189.12
					Total :	**189.12**
216916	7/20/2023	002040 TAB ZADEH FAMILY INC.	71223		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,269.50
					Total :	**1,269.50**

13 Vouchers for bank code : wf **Bank total :** **24,038.25**

13 Vouchers in this report **Total vouchers :** **24,038.25**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216920	7/20/2023	002029 DISCOUNT TIRES, AND SERVICE CENTEI	33048658	0000481	ALL TERRAIN TIRES FOR CODE FLEET VEHICLE	841.94
			33048659	0000481	ALL TERRAIN TIRES FOR CODE FLEET VEHICLE	1,010.85
					Total :	**1,852.79**

1 Vouchers for bank code : wf **Bank total : 1,852.79**

1 Vouchers in this report **Total vouchers : 1,852.79**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216933	7/27/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	467406		JULY 2023 CITY COUNCIL MEDICAL INS. BENE	1,504.44
					Total :	**1,504.44**
216934	7/27/2023	000240 ALWAYS RELIABLE BACKFLOW	7123	0000479	ANNUAL BACKFLOW TEST	840.00
					Total :	**840.00**
216935	7/27/2023	000029 APPLEONE	01-6673307		ADMIN W/E 7/15/23 (JH)	1,436.40
			01-6673308		ADMIN W/E 7/15/23 (HJ)	1,740.40
			01-6673309		ADMIN ASSISTANT-CLERICAL W/E 7/15/23 (CH	1,296.32
			01-6673705		ACCOUNTING SPECIALIST I W/E 7/15/23 (WH)	3,081.80
					Total :	**7,554.92**
216936	7/27/2023	001468 BANKS, ARRIN	71923A		PLANNING COMMISSION MEETING 07/19/23	75.00
					Total :	**75.00**
216937	7/27/2023	001419 BERNARD, BRIANNA	71923B		PLANNING COMMISSION MEETING 07/19/23	75.00
					Total :	**75.00**
216938	7/27/2023	001748 CALIFORNIA CONSULTING, INC.	6064	0000485	GRANT WRITING SERVICE - JULY RETAINER	4,850.00
					Total :	**4,850.00**
216939	7/27/2023	001916 CAMBERO, GEORGE	71923C		PLANNING COMMISSION MEETING 07/19/23	75.00
					Total :	**75.00**
216940	7/27/2023	001694 COSTAR REALTY INFORMATION INC	120382887		JULY 2023 CONTRACTUAL SVCS	796.00
					Total :	**796.00**
216941	7/27/2023	000977 DIAMOND ENVIRONMENTAL SERVICES	72123	0000466	CONCERT IN THE PARK 7/29/23 TEMPORARY FE	936.40
					Total :	**936.40**
216942	7/27/2023	000027 DIRECT TV	082317220X230713		07/12/23-08/11/23 CABLE SERVICES - CITY	168.99
					Total :	**168.99**
216943	7/27/2023	001343 FILAR, ERIC	71923D		PLANNING COMMISSION MEETING 07/19/23	75.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
216943	7/27/2023	001343	001343 FILAR, ERIC	(Continued)		**Total :**	**75.00**
216944	7/27/2023	000634	HEYDAY RECORDS AND EVENTS	1073	0000471	CONCERT IN THE PARK 7/29/23 STAGE AND SO	5,419.00
				1076	0000483	CONCERT IN THE PARK 7/29/23 BANDS: OPENE	1,650.00
						Total :	**7,069.00**
216945	7/27/2023	000304	JOE A. GONSALVES & SON	160921	0000484	JULY 2023 PROF. CONTRACTUAL LEGISLATIVE	3,000.00
						Total :	**3,000.00**
216946	7/27/2023	000647	JOLLY JUMPS	72923	0000476	CONCERT IN THE PARK 7/29/23 TABLES AND C	834.50
						Total :	**834.50**
216947	7/27/2023	000186	RIGHTWAY	349757		FS61 SEPTIC	310.00
						Total :	**310.00**
216948	7/27/2023	000606	RING CENTRAL	CD_000627504		NEW DIGITAL LINE & MOBILE USER	24.85
						Total :	**24.85**
216949	7/27/2023	000047	RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000043799		RIVERSIDE CAL-ID FY 2023-2024 MEMBER AGE	36,632.00
						Total :	**36,632.00**
216950	7/27/2023	000919	STANTON, SHERRI	71923B		MILEAGE REIMBURSEMENT	16.24
						Total :	**16.24**
216951	7/27/2023	000995	STRONG, KIM	71923E		PLANNING COMMISSION MEETING 07/19/23	75.00
						Total :	**75.00**
216952	7/27/2023	000378	TEMECULA VALLEY PIPE & SUPPLY	629270		FACILITY MATERIAL	49.37
				629271		FACILITY MATERIAL	52.13
						Total :	**101.50**

20 Vouchers for bank code : wf **Bank total :** **65,013.84**

20 Vouchers in this report **Total vouchers :** **65,013.84**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

City of Wildomar
Wire Transfer Register
7/31/2023

ACH Date	Payee	Description		Amount
7/6/2023	Wex Inc.	Vehicle Fuel Purchase		320.38
7/7/2023	CFT NV Developments	Monthly City Hall Lease-June	$	38,818.80
7/18/2023	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies		18,437.15
7/20/2023	Enterprise Fleet Management	Monthly City Vehicle Lease Payment		5,996.98
7/26/2023	CFT NV Developments	Monthly City Hall Lease-July	$	38,818.80
7/26/2023	CFT NV Developments	Monthly City Hall Lease-Aug	$	38,818.80
7/31/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks		175.88
7/31/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks		500.88
		TOTAL	$	141,887.67

City of Wildomar
Payroll Warrant Register
8/1/2023

ACH Date	Payee	Description		Amount
7/6/2023	Heartland Payroll	6/17/2023-06/30/2023	$	105,855.88
7/20/2023	Heartland Payroll	06/03/2023-06/16/2023	$	158,689.33
8/1/2023	Heartland Payroll	07/01/2023-07/31/2023	$	1,626.61
		TOTAL	**$**	**266,171.82**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: August 9, 2023

SUBJECT: June 2023 Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

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

SUMMARY:
June 2023 Treasurer's Report

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

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 8,165,307.22	$ 4,950,094.72	(6,497,176.77)	$ 6,618,225.17	1.650%
		TOTAL	$ 8,165,307.22	$ 4,950,094.72	$ (6,497,176.77)	$ 6,618,225.17	

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	14.42%	0	3.167%
Various	CAMP POOL	$ 11,551,908.32	$ 11,551,908.32	$ 11,551,908.32	34.59%	0	5.240%
Various	CAMP MANAGED ACCOUNT	$ 17,171,849.48	$ 17,171,849.48	$ 17,034,070.30	51.00%	771	Variable
	TOTAL	$ 33,538,564.08	$ 33,538,564.08	$ 33,400,784.90	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 40,156,789.25

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	3.167%
100	General	CAMP POOL	$ 2,021,917.37	$ 1,200,000.00	$ 12,573.82	$ 0.00	$ 3,234,491.19	5.240%
115	ARPA	CAMP POOL	$ 8,067,315.06	$ 0.00	$ 31,483.42	$ (1,200,000.00)	$ 6,898,798.48	5.240%
461	DIF Park Imp	CAMP POOL	$ 1,010,958.68	$ 0.00	$ 3,945.36	$ 0.00	$ 1,014,904.04	5.240%
301	ENDWMNT	CAMP POOL	$ 402,145.20	$ 0.00	$ 1,569.41	$ 0.00	$ 403,714.61	5.240%
100	General	CAMP MANAGED ACCOUNT	$ 5,984,286.45	$ 0.00	$ 18,316.53	$ 0.00	$ 6,002,602.98	Variable
110	DEVAG	CAMP MANAGED ACCOUNT	$ 486,844.50	$ 0.00	$ 1,487.67	$ 0.00	$ 488,332.17	Variable
120	AA	CAMP MANAGED ACCOUNT	$ 6,085,134.96	$ 0.00	$ 18,594.62	$ 0.00	$ 6,103,729.58	Variable
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,008,699.52	$ 0.00	$ 3,082.32	$ 0.00	$ 1,011,781.84	Variable
300	CEM	CAMP MANAGED ACCOUNT	$ 1,008,699.52	$ 0.00	$ 3,082.32	$ 0.00	$ 1,011,781.84	Variable
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,545,841.63	$ 0.00	$ 7,779.43	$ 0.00	$ 2,553,621.06	Variable
		TOTAL	$ 33,436,649.18	$ 1,200,000.00	$ 101,914.90	$ (1,200,000.00)	$ 33,538,564.08	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

7/13/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: August 9, 2023

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

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Adopt an Ordinance entitled:

ORDINANCE NO. 234
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, FINDING THAT ZONING ORDINANCE AMENDMENT NO. 2023-03 IS EXEMPT FROM CEQA REVIEW PURSUANT TO PUBLIC RESOURCE CODE SECTION 21080.17 AND APPROVING AN AMENDMENT TO CHAPTER 17.204 OF THE WILDOMAR MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS ZOA NO. 2023-03

SUMMARY:
The City Council approved the first reading of Ordinance No. 234 at the July 12, 2023 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 234.

ATTACHMENTS:
Attach A - Ordinance No 234

ATTACHMENT A

Ordinance No. 234
for ZOA No. 2023-03

ORDINANCE NO. 234

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

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).

APPROVED AND ADOPTED this 9th day of August, 2023

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT 1

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 Permits 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. 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.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: August 9, 2023

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

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

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

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

SUMMARY:
The City previously entered into a Professional Services Agreement and previous amendments with Parsons Transportation Group (Parsons) to provide various environmental, design, and construction services for the Bundy Canyon Road Improvement Project from Cherry Street to the eastern City limits (Overall Project). Staff is pursuing the updating and revision of the construction plans, specifications, and cost estimates (PS&E) previously prepared by Parsons, in preparation of the construction of Segment 2 of the Overall Project from 1600 feet east of Oak Canyon Drive to east of The Farm Road (Attachment A). At the request of staff, Parsons submitted a proposal to perform the required PS&E services.

BACKGROUND:
The City and Parsons entered into a Professional Services Agreement on September 10, 2014, to prepare construction and environmental documents for the improvement of Bundy Canyon Road from Cherry Street to the easterly city limits. Due to funding constraints, the Overall Project was phased into two segments: Segment 1 from Cherry St. to 1600 feet east

of Oak Canyon Dr. and Segment 2 from 1600 feet east of Oak Canyon Dr. to east of The Farm Rd.

Subsequently, at the City's request, Parsons performed additional services under approved amendments to the agreement including additional design and construction management services for Segment 1, design updates to accommodate an awarded SB 821 grant, and services to prepare environmental permits for the Segment 2 improvements.

The City has obtained funding for the construction of Segment 2 of the Bundy Canyon Road Improvement Project and now requires the completion of Plans, Specifications, and Estimates (PS&E) for construction of Segment 2.

DISCUSSION:
Pursuant to receiving notification from the Riverside County Transportation Commission (RCTC) that construction funding for the Segment 2 Project had been awarded, staff began working with the City's consultants to complete the environmental permitting and right-of-way acquisition. Staff also requested a proposal from Parsons to complete the PS&E for the Segment 2 Project. The proposed PS&E scope of work includes updating and revising the previously prepared plans to conform to existing conditions and current standards, updating the bike and pedestrian trail from Monte Vista Dr. to The Farm Road, modifying the water quality design, review of sewer plans from a proposed adjacent development for impacts to the project, utility coordination, and construction support services. The proposal from Parsons contains two sections: a basic scope and fee of $215,645, and optional services and fees totaling $117,980 for services that may be required, for a total of $333,625. The optional services must be approved by the Public Works Director.

Staff is recommending a contract amount of $370,000 be awarded to provide an approximate 10% contingency in the event unforeseen items not included in the original scope and fee are encountered. Contingency funds will be used only upon approval of the City Manager.

Since the original agreement with Parsons is almost nine years old, staff recommends a new Professional Services Agreement be executed to provide the required services instead of an amendment to the original agreement. Since Parsons prepared the design plans and environmental documents for the Overall Project, and since they have a history with and knowledge of the Overall Project, it was determined to be more cost-effective and advantageous to the City to have Parsons also complete the PS&E for Segment 2. Advertising a formal request for proposals (RFP) from other engineering firms would likely result in greater costs to the City and would require more time to complete the PS&E, potentially delaying construction which could impact grant funding deadlines. Therefore, staff recommends that the City Council, as authorized by WMC Section 3.28.040, find that it would be advantageous to the City to dispense with the bidding requirements of WMC Section 3.28 regarding procurement for services over $50,000 and authorize the City Manager to execute a Professional Services Agreement (Attachment B) with Parsons to perform the services. A copy

of the Parsons proposal is included as Exhibit A of the Professional Services Agreement.

FISCAL IMPACT:
Funding for these services will be covered by the approved Capital Improvement Program budget for FY 2023-2024, as approved by the City Council, using TUMF funds available for Bundy Canyon Rd. No additional funds are needed at this time.

There is no impact to the General Fund.

ACCOUNT CODE:
Project: CIP 026-2
Fund No: 503-909-0002-52115

ATTACHMENTS:
A - Overall Bundy Canyon Rd. Improvement Exhibit
B - Professional Services Agreement

LEGEND

- PARCEL LINES
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT
- PROPOSED ATP PARKWAY
- CUT LINE
- FILL LINE
- PROPOSED CONTOUR GRADING

SIGNALIZED INTERSECTION

N

MATCH LINE SEE BOTTOM LEFT

BEGIN ATP PARKWAY
STATE & LOCALLY FUNDED
(BY SEPARATE PROJECT)

CHERRY ST
SELLERS RD
CANYON RANCH RD
MONTE VISTA RD
WALNUT CREEK RD
OAK CANYON DRIVE
TULIP LANE
NEW TRAFFIC SIGNAL
RACITI RD
RAISED MEDIAN
OAK CIRCLE DR
CLUB AVE
SUNSET AVE
CITY LIMITS

SEGMENT 1
LOCALLY FUNDED – NEAR COMPLETION SUMMER / FALL 2022
APPROXIMATE CONSTRUCTION COST $8,000,000

SEGMENT 2
BEGIN CONSTRUCTION

END CONSTRUCTION

END ATP PARKWAY

TRAFFIC SIGNAL UPGRADE

CHICO HILLS RD
THE FARM RD
HARVEST WAY

SEGMENT 3
TO BE CONSTRUCTED BY PRIVATE DEVELOPMENT PROJECT. ANTICIPATED BEGIN CONSTRUCTION IN 2022/2023

MATCH LINE SEE TOP RIGHT

PROPOSED SOUND WALL

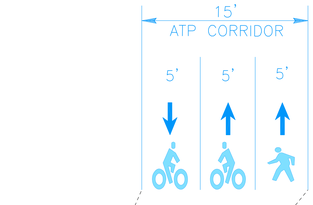


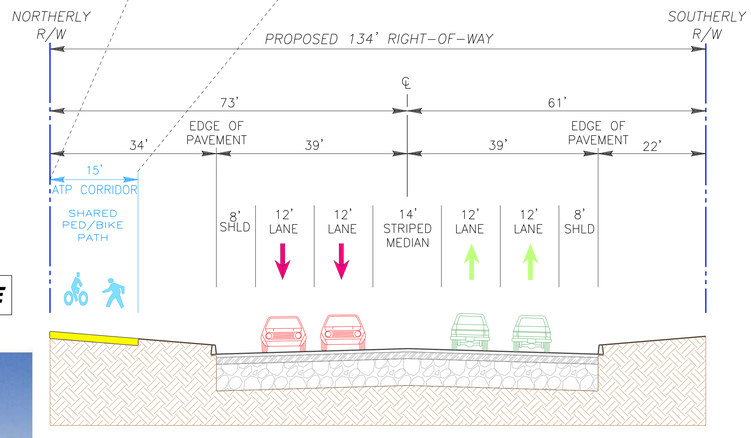
TYPE: SANDSTONE SPLIT-FACE



SOUND WALL







PROPOSED ROADWAY SECTION

BUNDY CANYON ROAD IMPROVEMENT PROJECT

EXHIBIT PREPARED BY:

PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761

USER=¢ p0044564 DATE=¢ 4/12/2022
TIME=¢ 8:35:31 AM PEN TABLE=¢ CTEDROPOUTECOLORBAK.TBL PLOT DRIVER=¢CTEFullEColorECanon.PLT
FILE PATH=¢G:\648135E\Bundy Canyon\5TOEPlans\Exhibits\Project Layout\Project Outreach Exhibit\E134 ROW SEGMENT 2.dgn

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

PARSONS TRANSPORTATION GROUP, Inc.,

a State of Illinois Corporation

// 2021
RIV #4814-7282-0706 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
PARSONS TRANSPORTATION GROUP

This Agreement for Services ("Agreement") is entered into as of this 9th day of August, 2023 by and between the City of Wildomar, a municipal corporation ("City") and Parsons Transportation Group, Inc., a State of Illinois 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 three (3) years 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 Three Hundred Seventy Thousand dollars ($370,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), 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.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:
City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider:
Parsons Transportation Group
Attn: Chris Johnson, Vice President
3200 E. Gausti Rd., Suite 200
Ontario, CA 91761

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, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": PARSONS TRANSPORTATION GROUP

By: _____ By: _____

Name: Chris A. Johnson Name: Paul Walker-Lanz

Its (Title): Vice President Its (Title): Vice President, Treasurer

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

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

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DATE OF DOCUMENT

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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:

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EXHIBIT "A"
SCOPE OF SERVICES

Note: In the event there are any conflicts between the terms of this Agreement and the terms of the attached scope of services prepared by Service Provider, the language in this Agreement shall control.

I. Service Provider will perform the following Services:

A. Per the attached "Engineering Services for Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2 Revised Scope of Work and Cost Proposal"

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Per the attached "Engineering Services for Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2 Revised Scope of Work and Cost Proposal"

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 "Engineering Services for Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2 Revised Scope of Work and Cost Proposal"

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. The tangible work products and status reports will be delivered to the City pursuant to a schedule agreed upon by the City and Service Provider after an initial "Kick-Off Meeting", but at the latest by the dates set forth below (unless otherwise approved by the City).

Milestone	Start	End
Kickoff Meeting with City and Service Provider	08/15/23	08/15/23
100% PS&E Preparation by Service Provider	08/15/23	11/30/23
City Review, Service Provider Revisions	11/30/23	01/05/24
City Approval of Service Provider Deliverables	01/08/24	01/11/24

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Per the attached "Engineering Services for Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2 Revised Scope of Work and Cost Proposal"

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A. Per the attached "Engineering Services for Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2 Revised Scope of Work and Cost Proposal"

PARSONS

3200 E. Guasti Rd., Suite 200 | Ontario, CA 91761
Direct: +1 909.218.3600 | **Fax:** +1 909.218.3605 | www.parsons.com

July 24, 2023

Warren Repke, PE
Senior Project Manager
City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: Engineering Services for Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2
Revised Scope of Work and Cost Proposal

Dear Warren:

In response to your email dated July 10, 2023 with comments on Parsons June 15, 2023 proposal, Parsons is pleased to submit a revised scope and fee to provide Professional Engineering Design and Support Services for the Bundy Canyon Road Improvement Project (Segment 2) CIP 26-2.

Submitted herein are the following documents:

- Exhibit "A" – Scope of Work
- Exhibit "B" – Cost Proposal Base Scope of Work
- Exhibit "C" – Cost Proposal Optional Scope
- Exhibit "D" – Preliminary Infiltration and Percolation Test Location Map

If you have any questions, please do not hesitate to call me at (951) 666-1576. Parsons appreciates this opportunity to continue to work with you and the City of Wildomar, and we look forward to the successful completion of this important project for the City.

Sincerely,
PARSONS

Scott Neff, PE
Project Manager

cc: File
Attachments

EXHIBIT "A"

Scope of Work
For CIP 28-2 Bundy Canyon Road Improvement Project (Segment 2) PS&E

A. Project Management

Parsons will provide project management services for the duration of the anticipated Bundy Canyon Road Improvement Project (Segment 2).

Budget and Schedule Management and Invoicing: Parsons project manager will be responsible for managing the project budget, schedule, and scope. Monthly invoices will be prepared and submitted to the city on a regular monthly basis in a format as agreed upon by the city and Parsons.

Meetings, Agendas and Minutes: Parsons project manager and key project staff will attend one (1) in person kickoff meeting with the city and interested project stakeholders and will attend regularly scheduled ~~bi-weekly~~ project development team meetings remotely using Microsoft Teams*.* Focused meetings will be scheduled as needed to discuss and resolve any project related issues with appropriate stakeholders. For purposes of this proposal and based on the project schedule prepared by the city, it is assumed that there will be no more than ~~35~~ *10* meetings in total.

Parsons will prepare agendas and meeting minutes for each meeting. Agendas will be electronically distributed to meeting invitees at least one business day in advance of each meeting, and draft minutes will be electronically distributed to all attendees not more than 2 business days following a meeting. Final meeting minutes will be prepared based on any comments received on the draft minutes, and these will be electronically distributed to both the meeting invitees and attendees within two weeks, or prior to the next scheduled meeting, whichever is sooner.

B. Topographic Mapping and Design Surveys

Parsons Survey subconsultant will perform conventional Topographic ground surveys field surveys as needed to locate visible above-ground improvements including but not limited to: structures, fences, above-ground utilities, edges of pavements, etc. The Topographic surveys will be performed at each end of the project improvements along Bundy Canyon Road and at each proposed street and driveway tie-in as needed to match existing conditions with the design that was based on data from topographic survey(s) provided by Riverside County and others. The approximate limits and locations of field survey work used in the preparation of this proposal are shown in the attached exhibit. Costs for survey services will be invoiced to the city as Other Direct Costs without any fee markups. For purposes of this proposal, it is assumed that the city will issue a no fee encroachment permit for all survey work associated with this project.

C. Geotechnical Investigations and Reporting

Parsons Geotechnical subconsultant will perform soil sampling, testing and reporting to support Parsons' reevaluation of ~~pavement structural section design and~~ alternate water quality treatment

BMP devices as requested by the city. The subconsultant will review existing plans, site geology and prior test data. Based on preliminary soil sampling locations determined by Parsons, the subconsultant will perform site reconnaissance to determine if locations need to be adjusted due to accessibility constraints and to avoid traffic control except for general construction area signing and shoulder closures for worker safety.

For purposes of this proposal, it is assumed that the city will issue a no fee encroachment permit for all geotechnical sampling work. Costs for geotechnical investigations and reporting as indicated herein will be invoiced to the city as Other Direct Costs without any fee markups.

R-value determination:

The city requested to remove R-value determination from the scope of Geotechnical investigations and will perform this work during construction with their contracted materials testing firm.

~~Eight (8) preliminary soil sample points were identified for locations throughout the Segment 2 project limits where alignment profile is close to "at grade" or areas will less than approximately two (2) feet of fill, or less than approximately five (5) feet of cut to avoid excessively deep borings. Note that for areas with four (4) feet or more of fill, the minimum R-value for fill material to be placed will be specified in the specifications and no sampling is required for these areas.~~

~~After locating existing underground utilities through Dig Alert, the subconsultant will perform subsurface exploration with a hollow stem auger to five (5) feet depth below proposed finished pavement surface as a total of eight (8) locations. Field explorations will be made using a truck-mounted hollow-stem auger and performed under the continuous supervisions of an engineer/geologist who will classify the soil cuttings and collect large bulk samples for R-value testing. Boreholes will be located outside paved areas so that no pavement patching is required, and boreholes will be backfilled with remaining soil cuttings.~~

~~The Geotechnical subconsultant will perform R-value laboratory testing of the eight (8) soil samples collected in the field and perform engineering analysis to determine areas where the design R-value may be increased. Pavement structural sections will be provided based on the R-value results, and the subconsultant will prepare an addendum to the prior Geotechnical Design Report to document the updated R-value test results and pavement structural sections.~~

Infiltration testing for alternative water quality treatment BMPs:

Seven (7) preliminary soil sample locations were identified for infiltration testing to determine if alternative treatment BMPs could be designed eliminate up to 7 of the previously proposed Modular Wetland devices.

After locating existing underground utilities through Dig Alert, the subconsultant will perform subsurface exploration with a hollow stem auger to fifteen (15) feet depth below proposed BMP invert depth at each of the seven (7) test locations to determine soil profile. Drive samples will be collected at 2.5' to 5' intervals for visual soil classification and lab classification tests. A casing will be installed as pre-saturated for testing the next day as the percolation test location. Field explorations will be made under the continuous supervisions of an engineer/geologist who will visually classify the soils,

collect samples and maintain a detailed log of boring following Caltrans Soil and Rock Logging, Classification and Presentation Manual. Boreholes will be located outside paved areas so that no pavement patching is required, and boreholes will be backfilled with remaining soil cuttings.

Where potential infiltration BMPs would have an invert elevation near the existing grade, a double ring infiltration test will be performed to percolate water at the existing grade in accordance with ASTM D 3385. Where the invert elevation would be located below the existing grade, a down-hole borehole percolation test will be performed per County of Riverside Department of Environmental Health (RCDEH) test procedures to percolate water at a depth below the existing grade. At each infiltration test site, a geotechnical boring will be drilled to at least 15 feet below the infiltration device invert elevation to determine the USCS series and textural class (SM, CL, etc.) of the soil horizons, the thickness of soil and rock strata, and to estimate the presence or absence of groundwater.

The subconsultant will prepare an addendum to the prior Geotechnical Design Report to document the results of the geotechnical borings and infiltration testing. Parsons will use this information to evaluate potential alternate BMPs as described under a separate task.

Deliverable:

- Addenda to the prior Geotechnical Design Report to document additional geotechnical test results

D. Utility Conflict Coordination and Underground Utility Potholing

Based on available mapping provided by utility owners, Parsons will identify all potential utility conflicts with the proposed project design. Existing underground utilities in potential conflict with project construction will be positively located by potholing methods as described below. Parsons will notify utility owners of actual conflicts and request for their facilities to be relocated. Parsons will continue coordination with affected utility owners until relocations have been completed and the conflicts eliminated. For purposes of this proposal, prior rights investigations or audits, and preparation of Notices to Owners and Utility Relocation Agreements are excluded from the scope and it is assumed that these tasks will be handled by the city or their right of way consultant.

Parsons will provide a utility location subcontractor to provide positive location of existing underground utilities at all potential utility conflict locations. Costs for utility potholing will be invoiced to the city as Other Direct Costs without any markups up to the not to exceed amount shown in the cost proposal. The not to exceed amount in the cost proposal assumes costs for potholing on a daily basis (8 hours) and includes costs for preparing a pothole summary report, for providing all necessary traffic control, for backfilling and repairing potholes with cold mix asphalt in improved areas, and for providing a surveyed coordinate point at the center of each pothole location. It is assumed that the city will issue a no fee encroachment permit for all potholing work associated with this project.

Deliverable:

- Pothole summary report

E. Prepare 100% and Final PS&E Packages (Segment 2)

Parsons previously prepared a 100% PS&E package that covered the limits of both the Segment 1 and Segment 2 projects. Due to construction funding limitations at the time, that PS&E package was subsequently advanced to Final PS&E, but only included the Segment 1 portion of the project and the Segment 2 project was "shelved" pending availability of construction funding. The city secured additional construction funding in June 2023 and now endeavors to advance 100% and Final PS&E for the Segment 2 portion of the Bundy Canyon Road Improvement Project.

The scope of work in preparing the 100% and Final PS&E package includes the following:

- Parsons will review the 100% PS&E package for the entire Bundy Canyon Road corridor project that was prepared in 2019. Utilizing as much of the prior design work as possible, a new 100% PS&E package will be created for Segment 2. Parsons will make revisions and updates to the prior design, starting where Segment 1 ended and joining with existing improvements near the Farm Road. *The city requested to remove Staging and Traffic Handing plans from the scope of work.*
- ~~Under a separate task, Parsons will obtain additional soils information and R-Values to verify roadbed structural section designs. Parsons will revise structural sections as directed by the city based on updated geotechnical recommendations. For portions of Bundy Canyon Road that will be constructed in deeper fill sections, specs will be written to require the contractor to stockpile and blend materials to be used in fill to achieve a min R value. Typical section and layout sheets will be revised to show any updated pavement structural sections, and the roadway model will be revised to adjust roadway excavation and structural section material quantities.~~ *The city requested to remove this from the scope of work.*
- Parsons will prepare revised typical sections and prepare two (2) new layout sheets (layouts only – no profiles) to depict the proposed 15' wide ATP corridor to be constructed within the limits of the previously constructed Segment 1 project from west of Monte Vista to the west limits of Segment 2 widening of Bundy Canyon Road. The layout sheets will include horizontal and vertical control points needed for construction staking and will depict the horizontal alignment of proposed fencing between the ATP and Bundy Canyon Road. The locations of proposed light poles with LED fixtures for lighting the ATP corridor will also be shown on the ATP layout sheets. It is assumed that ATP lighting will be solar powered and not require an electrical service cabinet or underground conduit design. Spacing and location of light poles will be based on recommendations by the LED fixture supplier or manufacturer and no separate lighting study will be prepared by Parsons. The light pole foundations will be designed by the manufacturer. Additional soil testing and structural design calculations for the light poles and pole footings are excluded from the scope of work, but these can be provided at additional cost if requested by the city.
- Parsons will update the base topo to remove the demolition and grading shown along the north side of Bundy Canyon Road from approximate Station 72+00 to 81+00 to reflect that the city has already removed structures and graded the site. It is assumed that the grading

was performed to the contours shown in the previous 100% design and no new grading is required on these parcels as part of the Segment 2 project.

- ~~Under a separate item of work, Parsons will investigate alternate water quality treatment BMPs as replacements to the previously approved Modular Wetlands that were proposed in the project's Water Quality Management Plan. Based on feasibility, Parsons will revise and update the drainage layout, profile, and detail sheets to incorporate alternative BMPs in the final PS&E package.~~ *The city requested that this task be proposed as an optional task that is to be completed only if the City authorizes this work under a separate Notice to Proceed. Refer to Task "I" below.*
- Parsons will propose permanent slope erosion control for all cut and fill slopes for city approval. Grading plans will call out the approved final stabilization method and the project specifications will identify that all engineered slopes shall be stabilized even if not specifically called out on the plans.
- Parsons will review proposed sound wall alignments and designs against available utility and utility pothole information to determine if there are any potential conflicts. Sound wall foundation designs will be modified to the extent feasible and necessary to avoid existing underground utilities. Where foundations adjustments are not feasible, Parsons ~~will,~~ *can under an optional task scope of work,* investigate if minor adjustments can be made to the sound wall alignment to avoid underground utility conflict(s) without affecting the designed noise attenuation. As a last option, Parsons will coordinate any necessary utility relocation(s) with the utility owner(s) as needed to eliminate the conflict(s).
- Parsons will evaluate the ATP and proposed crossings at roadway intersections for compliance with current ADA and MUTCD requirements and will update prior designs as necessary. Access to the ATP will be designed at all existing and proposed signalized intersections along the pathway. Parsons will evaluate all existing pedestrian curb ramps constructed within Segment 1 for ADA compliance and provide a report to the city. The scope of work is limited to evaluation of as-constructed curb ramps and specifically excludes design work for removal and reconstruction of any curb ramp that was not constructed to comply with ADA requirements.
- Parsons will revise the traffic signal plans for the traffic signal at Bundy Canyon and The Farm Roads to incorporate video detection. Loop detection will be provided for the proposed traffic signal at Oak Circle Drive.
- Parsons will revise the striping plans to show continental style crosswalks with advance stop bars at all stop controlled or signalized intersections. Design will be in compliance with the California Manual on Uniform Traffic Control Devices.
- City will provide proposed sewer plans from adjacent development that will extend through the Segment 2 project. Parsons will review the sewer alignment and profile design and identify any potential conflicts with proposed Segment 2 construction. Recommendations will be made for potential revisions to the sewer design that could eliminate conflicts, but any actual redesign of the sewer will remain the responsibility of the engineer of record that prepared the sewer plans. Identification of any conflicts with existing underground utilities, and integration of the sewer design into the Segment 2 PS&E package are specifically excluded

from the scope of work under this proposal but can be provided at additional cost if requested by the city.

- Parsons will update the project design as indicated throughout this proposal. Quantity takeoffs will be reevaluated and updated to match the revised designs. Cost estimates will be prepared for the 100% PS&E submittal and updated as needed for any changes made prior to the Final PS&E submittal.
    - As requested by the city, the cost estimate will be provided in spreadsheet (.xls format) and electronic (.pdf format) hardcopy. The spreadsheet version of the itemized cost estimate will include a column that identifies the funding breakdown for each item of work in the bid schedule. Parsons will assist the city with analysis of funding breakdowns both prior to bidding and after award of the construction contract to identify which item(s) of work are to be paid under each of the funding sources and to track progress payments.

- The 100% and Final Specifications will be based on the current version of the Green Book in effect at the time the city issues the notice to proceed on this design contract. The city will provide an electronic copy of their latest front-end specifications in Word (.doc) format for Parsons to incorporate into the bid documents prior to Final PS&E. It is assumed that only minor, typical editing of the front-end specifications will be required, including information regarding the project description, funding, and tentative bid activities and schedules. Editing of front-end specifications to conform with the latest version of the Green Book is specifically excluded from the scope.

Deliverables:

- Pedestrian curb ramp ADA compliance reports for Segment 1 ramps
- 100% Plans Specifications and Estimates (PS&E)
- Final bid and construction documents

F. Bid Support, Design Support During Construction, As-Built Plan Preparation

Parsons will provide support during the bidding process to review and respond to bidder inquiries and requests for information (RFIs), and to assist the city with preparation of any addenda during the bid period.

During construction of the project, Parsons will provide design support including review of construction submittals (including but not limited to mix designs and shop drawings) for compliance with the project specifications and will review and provide responses to contractor RFIs.

Following completion of construction, Parsons will prepare as-built plans to document the as-constructed features of the project to reflect any changes made by construction change order, redlined field revisions or through revisions made through the RFI process. The city will maintain accurate redlined drawings that record any changes to the as-awarded contract drawings during the

course of construction. The city will provide Parsons with an electronic copy of the redlined drawings which will serve as the basis for preparing as-built plans.

Deliverables:

- One set each of As-built plans in electronic hardcopy (.pdf) and Microstation (.dgn) formats.

G. Environmental Compliance and Permitting

During preparation of 100% PS&E Parsons will review the Environmental Impact Report (EIR) to verify that the bid documents and drawings conform with the requirements of the approved environmental clearance document. Parsons will submit a memorandum to the city to document findings of compliance. During construction, Parsons will conduct no less than two (2) field reviews to monitor construction operations and provide a memorandum to the city that documents findings of compliance with the EIR requirements. Post construction, Parsons will perform a final field review to observe the as-constructed project conditions and provide a memorandum to the city that documents findings of compliance with EIR requirements.

~~Parsons will determine whether any RCFCD permits will required to construct any of the drainage systems as depicted in the Final contract drawings. If permitting is required, Parsons will prepare an application package on behalf of the city and submit it to RCFCD. Parsons will coordinate with RCFCD as needed until the required permit is obtained. For purposes of this proposal it was assumed that the city will pay any application or permit fees as required by RCFCD.~~ *The city requested to delete this task and indicated that a RCFCD permit will not be needed.*

Deliverables:

- EIR compliance memos (3)
- ~~RCFCD permit if required.~~

H. Miscellaneous Support Tasks

The city requested Parsons to complete the following miscellaneous tasks:

Parsons will prepare a revised Right of Way requirements map that shows all acquisitions within Segment 2 project limits and associated parcel data. For purposes of this proposal, it is assumed that the only revisions needed on the previous Right of Way requirements map prepared by Parsons are to revise the project limits to show only the parcels within the Segment 2 project limit, and to remove parcel data for properties that have already been acquired by the city.

Parsons will review proposed alternative surface treatment options for "dirt" areas between the edge of pavement along Bundy Canyon Road and the ATP, or the proposed right of way. The city is looking for alternative surface treatments that do not include landscaping and irrigation and makes reference to San Diego County Department of Public Works Green Streets Standard Drawings for possible guidance. Parsons will prepare and submit a memorandum to the city with recommendations for alternative surface treatment options. The memorandum will provide estimated costs per square foot for each alternative for the city's consideration in implementing any. It is assumed that no additional survey or geotechnical data would be needed to make recommendations for alternative surface treatment options and Parsons

would not need to prepare any special designs, design calculations or construction details should the city elect to incorporate any such alternative surface treatment into the PS&E package.

Deliverables:

- Updated Right of Way Requirements Map for Segment 2
- Surface Treatment Options Memorandum

I. OPTIONAL TASKS

Soundwall alignment adjustments to mitigate actual utility conflicts
The city requested that this task be proposed as an optional task that is to be completed only if the City authorizes this work under a separate Notice to Proceed.

Under the base scope of work, Parsons will review proposed sound wall alignments and designs against available utility and utility pothole information to determine if there are any potential conflicts. Sound wall foundation designs will be modified to the extent feasible and necessary to avoid existing underground utilities. *Where foundations adjustments are not feasible, Parsons will, as an optional task, investigate if minor adjustments can be made to the sound wall alignment to avoid underground utility conflict(s) without affecting the designed noise attenuation.*

Evaluation of Potential Alternative Treatment BMPs
The city requested that this task be proposed as an optional task that is to be completed only if the City authorizes this work under a separate Notice to Proceed.

Based on Geotechnical testing provided under a separate task in this proposal, Parsons will evaluate the feasibility and suitability of alternate water quality treatment BMPs as replacements to the previously approved Modular Wetland devices, as requested by the city. The scope of work under this task includes review of the Supplemental GDR prepared by the Geotechnical subconsultant to determine the soil infiltration and percolation rates for soils where BMP devices had been proposed. Parsons will prepare design calculations for alternate BMPs in accordance with the design procedures contained in the Riverside County Santa Margarita River Watershed Region Design Handbook for Low Impact Development Best Management Practices. Parsons will prepare a letter addendum to the previously approved Water Quality Management Plan (WQMP) to document changes to the treatment BMPs.

Use of alternate treatment BMPs will affect the way down stream drainage systems receive runoff. To support the final designs of affected drainage systems, Parsons will re-evaluate the hydrology and hydraulic designs and prepare updated drainage calculations as needed to model how the systems will operate to ensure the design meets County flood control standards. Parsons will prepare a letter addendum to the Drainage Report to document changes to the project drainage design necessitated by use of alternate treatment BMPs.

Deliverables:

- Letter addendum to the Water Quality Management Plan
- Letter addendum to the Drainage Report

Bundy Canyon Road Improvement (Segment 2)
Cost Proposal

LABOR HOURS AND COSTS

TASK NO.		Staff - Project Role							TOTAL LABOR HOURS	LOADED LABOR COSTS
		PROJECT MANAGER	TECHNICAL LEAD	SENIOR ENGINEER	ASSOCIATE ENGINEER	ENVIRONMENTAL	CAD SUPPORT			
		$240.00	$240.00	$205.00	$130.00	$140.00	$115.00			
A	**Project Management**									
	Budget and Schedule Management and Invoicing	48.00							48.00	$11,520.00
	Meetings, Agendas and Minutes	20.00	10.00	10.00	10.00				50.00	$10,550.00
B	**Topographic Mapping and Design Surveys (See Subconsultant ODCs)**								0.00	$0.00
C	**Geotechnical Investigations and Reporting (See Subconsultant ODCs)**								0.00	$0.00
D	**Utility Conflict Coordination**		4.00	20.00	40.00		16.00		80.00	$12,100.00
E	**Prepare 100% and Final PS&E Packages (Segment 2)**									
	Update Title Sheet			1.00	2.00		3.00		6.00	$810.00
	Update Typical Section			5.00	20.00		20.00		45.00	$5,925.00
	Update Key Map and Construction Notes			1.00	2.00		3.00		6.00	$810.00
	Update Plan and Profile			16.00	76.00		76.00		168.00	$21,900.00
	Update Construction Detail Plans			6.00	24.00		24.00		54.00	$7,110.00
	Update Contour Grading			8.00	36.00		36.00		80.00	$10,460.00
	Upate Storm Drain Improvement Plans		4.00	20.00	30.00		30.00		84.00	$12,410.00
	Update Existing Utility Composite Plans			4.00	10.00				14.00	$2,120.00
	Update Signing and Striping Plans			4.00	12.00		12.00		28.00	$3,760.00
	Update Sound wall Plans			2.00	4.00		4.00		10.00	$1,390.00
	Update Traffic Signal Plans		6.00	6.00	20.00		20.00		52.00	$7,570.00
F	**Bid Support, Design Support During Construction, As-Built Plan Preparation**									
	Bid Support		5.00	20.00	20.00				45.00	$7,900.00
	Design Support During Construction		10.00	40.00	40.00				90.00	$15,800.00
	As Built Plan Preparation			8.00	16.00		40.00		64.00	$8,320.00
G	**Environmental Compliance and Permitting**									
	Compliance Reviews and preparation of memoranda		2.00	4.00	4.00	50.00			60.00	$8,820.00
H	**Miscellaneous Support Tasks**									
	Prepare updated Right of Way Requirements Map			2.00	4.00		4.00		10.00	$1,390.00
	Analyze and prepare Surface Treatments Option Memo			2.00	4.00				6.00	$930.00
TOTAL LABOR HOURS AND LOADED LABOR COSTS										
	TOTAL LABOR HOURS	**68.00**	**41.00**	**179.00**	**374.00**	**50.00**	**288.00**	**0.00**	**1000.00**	
	TOTAL LOADED LABOR COSTS	**$16,320.00**	**$9,840.00**	**$36,695.00**	**$48,620.00**	**$7,000.00**	**$33,120.00**	**$0.00**		**$151,595.00**

Notes:

Cost estimate is based on estimated hours and loaded labor costs by classification
Total Estimated Cost in this proposal is intended to establish the not-to-exceed amount of the contract
Contract method of compensation is expected to be on a Cost-Plus basis

Other Direct Costs

OTHER DIRECT COSTS	UNIT	TOTAL ODC's
Mileage	LS	$2,500.00
Auto Rental	LS	$0.00
Printing	LS	$0.00
Lodging	LS	$0.00
Per Diem	LS	$0.00
Postage/Delivery	LS	$250.00
TOTAL OTHER DIRECT COSTS		**$2,750.00**

Subconsultants (ODCs)

OTHER DIRECT COSTS FOR SUBCONSULTANT WORK			TOTAL SUB COSTS
Dennis Janda Sueveying	Topographic and field suuveys		$25,000.00
Group Delta	Geotech Design Support Services/Local coordination		$16,300.00
Potholing Sub TBD	Allowance for potholes @ $10,000/day x 2 days		$20,000.00
			$0.00
			$0.00
TOTAL SUBCONSULTANT COSTS			**$61,300.00**

Task 1 - TOTAL ESTIMATED COST	***$215,645.00***

Bundy Canyon Road Improvement (Segment 2)
Cost Proposal

LABOR HOURS AND COSTS										
		Staff - Project Role							TOTAL LABOR HOURS	LOADED LABOR COSTS
TASK NO.		PROJECT MANAGER	TECHNICAL LEAD	SENIOR ENGINEER	ASSOCIATE ENGINEER	ENVIRONMENTAL	CAD SUPPORT			
		$240.00	$240.00	$205.00	$130.00	$140.00	$115.00			
E	**Prepare 100% and Final PS&E Packages (Segment 2)**									
	Revise Sound Wall Alignments to avoid Utility Conflicts (as determined by pothole data)		2.00	14.00	12.00		12.00		40.00	$6,290.00
I	**Evaluation of Potential Alternate Treatment BMPs**									
	Update WQMP, prepare design calculations and prepare letter addendum		40.00	100.00	100.00				240.00	$43,100.00
	Update Drainage Report calculations and prepare letter addendum		40.00	40.00	40.00				120.00	$23,000.00
	Upate Storm Drain Improvement Plans		28.00	32.00	54.00		54.00		168.00	$26,510.00
	Additional Storm Drain Details for BMPs		12.00	36.00	36.00		36.00		120.00	$19,080.00
TOTAL LABOR HOURS AND LOADED LABOR COSTS										
	TOTAL LABOR HOURS	**0.00**	**122.00**	**222.00**	**242.00**	**0.00**	**102.00**	**0.00**	**688.00**	
	TOTAL LOADED LABOR COSTS	**$0.00**	**$29,280.00**	**$45,510.00**	**$31,460.00**	**$0.00**	**$11,730.00**	**$0.00**		**$117,980.00**

Notes:
Cost estimate is based on estimated hours and loaded labor costs by classification
Total Estimated Cost in this proposal is intended to establish the not-to-exceed amount of the contract
Contract method of compensation is expected to be on a Cost-Plus basis

Other Direct Costs		
OTHER DIRECT COSTS	**UNIT**	**TOTAL ODC's**
Mileage	LS	$0.00
Auto Rental	LS	$0.00
Printing	LS	$0.00
Lodging	LS	$0.00
Per Diem	LS	$0.00
Postage/Delivery	LS	$0.00
TOTAL OTHER DIRECT COSTS		**$0.00**

Subconsultants (ODCs)			
OTHER DIRECT COSTS FOR SUBCONSULTANT WORK			**TOTAL SUB COSTS**
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
TOTAL SUBCONSULTANT COSTS			**$0.00**

OPTIONAL TASK - TOTAL ESTIMATED COST	***$117,980.00***

NOT FOR CONSTRUCTION

EXHIBIT "D" PRELIMINARY INFILTRATION TEST LOCATON MAP

CITY OF WILDOMAR

RIVERSIDE COUNTY, CALIFORNIA

BUNDY CANYON ROAD IMPROVEMENT PROJECT

FROM CHERRY STREET TO 600' EAST OF THE FARM ROAD

INDEX OF SHEETS:

SHEET 01 – TITLE SHEET & GENERAL NOTES
SHEET 02 TO 05 – TYPICAL SECTIONS & DETAILS
SHEET 06 – KEY MAP
SHEET 07 TO 21 – ROADWAY PLAN & PROFILE
SHEET 22 TO 34 – CONSTRUCTION DETAILS
SHEET 35 TO 41 – CONTOUR GRADING
SHEET 42 TO 62 – STORM DRAIN IMPROVEMENT PLANS
SHEET 63 TO 69 – EXISTING UTILITY COMPOSITE PLANS
SHEET 70 TO 83 – STAGE CONSTRUCTION PLANS
SHEET 84 TO 91 – SIGNING AND STRIPING PLANS
SHEET 92 TO 99 – SOUND WALL PLANS
SHEET 100 TO 109 – TRAFFIC SIGNAL PLANS

LEGEND

- INDICATES PROPOSED RHMA-G AND HMA PAVEMENT
- INDICATES REMOVAL OF EXISTING PAVEMENT
- INDICATES GRIND AND OVERLAY EXISTING PAVEMENT
- PROPOSED SOUND WALL
- INDICATES SIGNALIZED INTERSECTION SEE ELECTRICAL PLANS

UTILITY LEGEND

- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING ELECTRICAL LINE
- EXISTING TELECOMMUNICATIONS LINE
- EXISTING FIBEROPTIC LINE
- EXISTING JOINT TRENCH LINES
- EXISTING JOINT OVERHEAD LINES
- EXISTING CABLE LINE
- EXISTING STORM DRAIN

OWNER:

CITY OF WILDOMAR, CALIFORNIA
23873 CLINTON KEITH ROAD, SUITE 201
WILDOMAR CA 92595
PHONE: (951) 677-7751
CONTACT PERSON: SUDI SHOJA, P.E.
(PROJECT MANAGER)

ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES OF CONCERN BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTRES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, HE WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

UNAUTHORIZED CHANGES AND USES:

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

BASIS OF BEARING

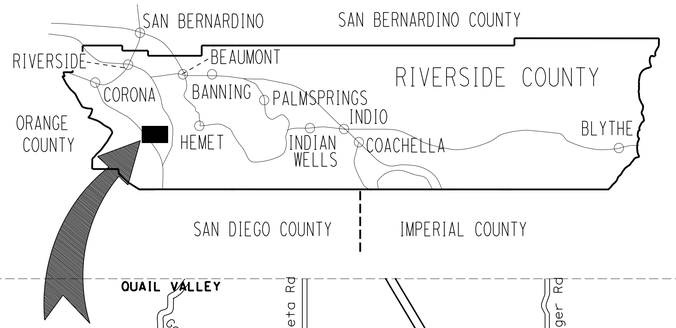
THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS 1983, ZONE 6, BASED LOCALLY ON STATION "DASH", "METZ", 210 AS SHOWN ON STATE OF CALIFORNIA CONTROL MAP FOR STATE HIGHWAY 79, EPOCH 1992.88.

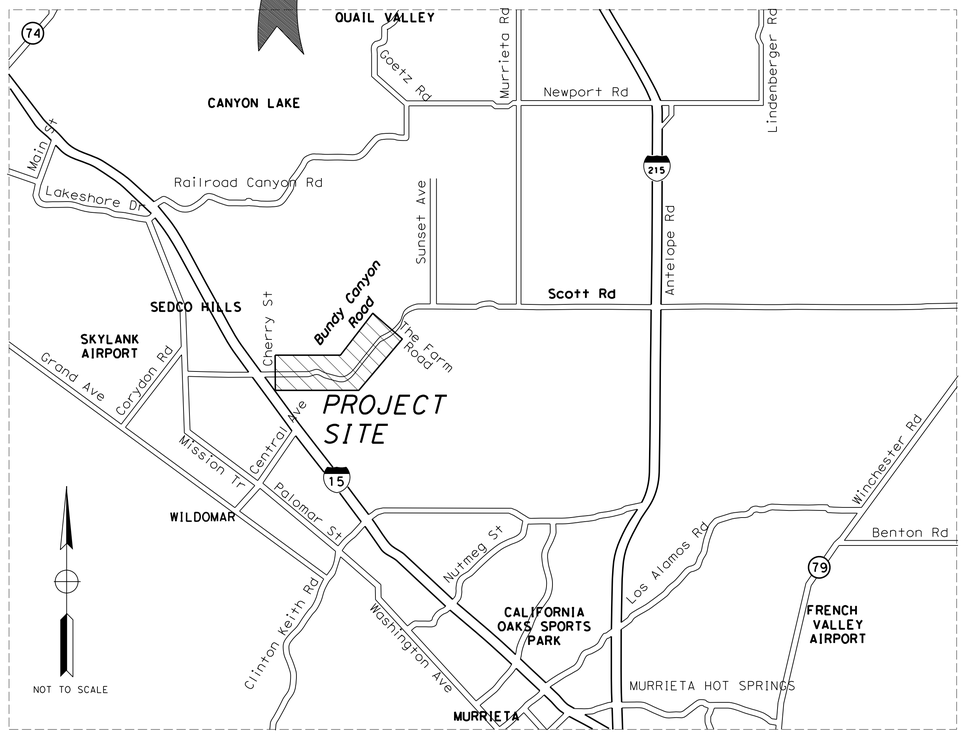
BENCHMARK

THE BENCHMARK USED IS E-7-70. 352.0 FEET NORTH OF THE INTERSECTION OF ORANGE STREET AND WALNUT ST., 61.0 FEET EAST OF THE CENTER OF ORANGE STREET, 5.0 FEET WEST OF POWER POLE #212290, 1.0 FEET EAST OF A MARKER POST, A BRASS DISK SET IN THE TOP OF A CONCRETE POST, AND MARKED E-7-70. THE ELEVATIONS ARE 1970 NGVD 29 IN US SURVEY FEET.

ELEV. 1345.285 (1970 NGVD 29)

CHARACTER OF MARK: BRASS DISK IN A CONCRETE POST.





VICINITY MAP

RAW EARTHWORK VOLUME:

DESCRIPTION	CUT (CY)	FILL (CY)
ROADWAY EXCAVATION	168,983	–
ROCK EXCAVATION	159,550	–
TOTAL EXCAVATION	328,533	–
EMBANKMENT	–	144,831
NET EXPORT	183,702 CY	

ABBREVIATIONS

AC/A.C.	ASPHALT CONCRETE PAVEMENT	MOVC	MIDDLE OF VERTICAL CURVE
APN	ASSESSOR'S PARCEL NUMBER	N.T.S.	NOT TO SCALE
AP	ANGLE POINT	N.A.P.	NOT A PART
BEG	BEGIN	N/A	NOT AVAILABLE
BLDG	BUILDING	P/L	PROPERTY LINE
BC	BEGINNING OF CURVE	PG	PROFILE GRADE
BCR	BEGIN CURB RETURN	P.I.	POINT OF INFLECTION
BOW	BACK OF WALK	P.O.C.	POINT ON CURVE
C&G	CURB AND GUTTER	P.P.	POWER POLE
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL, ℄	CENTERLINE	PCC	PORTLAND CEMENT CONCRETE/POINT OF COMPUND CURVE
CONST.	CONSTRUCTION	PRC	POINT OF REVERSE CURVE
DWG	DRAWING	PROP	PROPOSED
DWY	DRIVEWAY	P.T.	POINT
EX./EXIST.	EXISTING	O/S	OFFSET AND SIDE
EP/EOP	EDGE OF PAVEMENT	RHMA-G	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)
EC	END OF CURVE	RIV. CO.	RIVERSIDE COUNTY
ECR	END OF CURB RETURN	RT./(R)	RIGHT
EP	EDGE OF PAVEMENT	R/W	RIGHT OF WAY
FL	FLOWLINE	UG	UNDERGROUND
FS	FINISH SURFACE	SHLD	SHOULDER
G.A.	GUY ANCHOR	STA	STATION
GB	GRADE BREAK	STD	STANDARD
GDR	GEOTECHNICAL DESIGN REPORT	S.S.P.W.C.	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION
HP	HIGH POINT		
HMA	HOT MIX ASPHALT	SW/S/W	SIDEWALK
INV	INVERT	TC	TOP OF CURB
LT./(L)	LEFT	TELE	TELEPHONE
L	LENGTH	TYP.	TYPICAL
LIP	LIP OF GUTTER	UTIL	UTILITY
LO	LOW POINT	WLOL	WALL LAYOUT LINE
MBGR	METAL BEAM GUARD RAIL	WM	WATER METER
M.H.	MANHOLE	WV	WATER VALVE
MAX.	MAXIMUM	WTR	WATER
MIN.	MINIMUM	VC	VERTICAL CURVE
		VAR	VARIES

GENERAL NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY OF WILDOMAR, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATION DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OR THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
3. THE CONTRACTOR SHALL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 816.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461 (TRACTS AND PARCELS MAPS ONLY).
5. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, STORM DRAINS.
6. CURB DEPRESSIONS AND DRIVEWAY APPROACHES SHALL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN FIELD.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THE STATE RIGHT-OF-WAY.
8. CONTRACTOR TO HIRE A CA LICENSED TRAFFIC ENGINEER, TO PREPARE A TRAFFIC CONTROL PLAN TO BE IMPLEMENTED FOR THE PROJECT. CITY TO REVIEW AND APPROVE SUCH PLAN PRIOR TO BEGINNING OF CONSTRUCTION.
9. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.
10. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE CITY OF WILDOMAR.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE CITY OF WILDOMAR TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE CONTRACTOR.
12. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE CITY OF WILDOMAR.

DIGALERT
DIAL BEFORE YOU DIG TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG
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:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
LEONARD M. TAN
No. 83892
CIVIL
STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PREPARED BY: LEONARD M. TAN
R.C.E. No. 83892 EXP. 9/30/2019

BENCHMARK:
Elevation = 1345.285
Datum = 1970 NGVD 29
BENCHMARK # E-7-70
THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE
L.S. (number), EXP. (date)
SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
TITLE SHEET

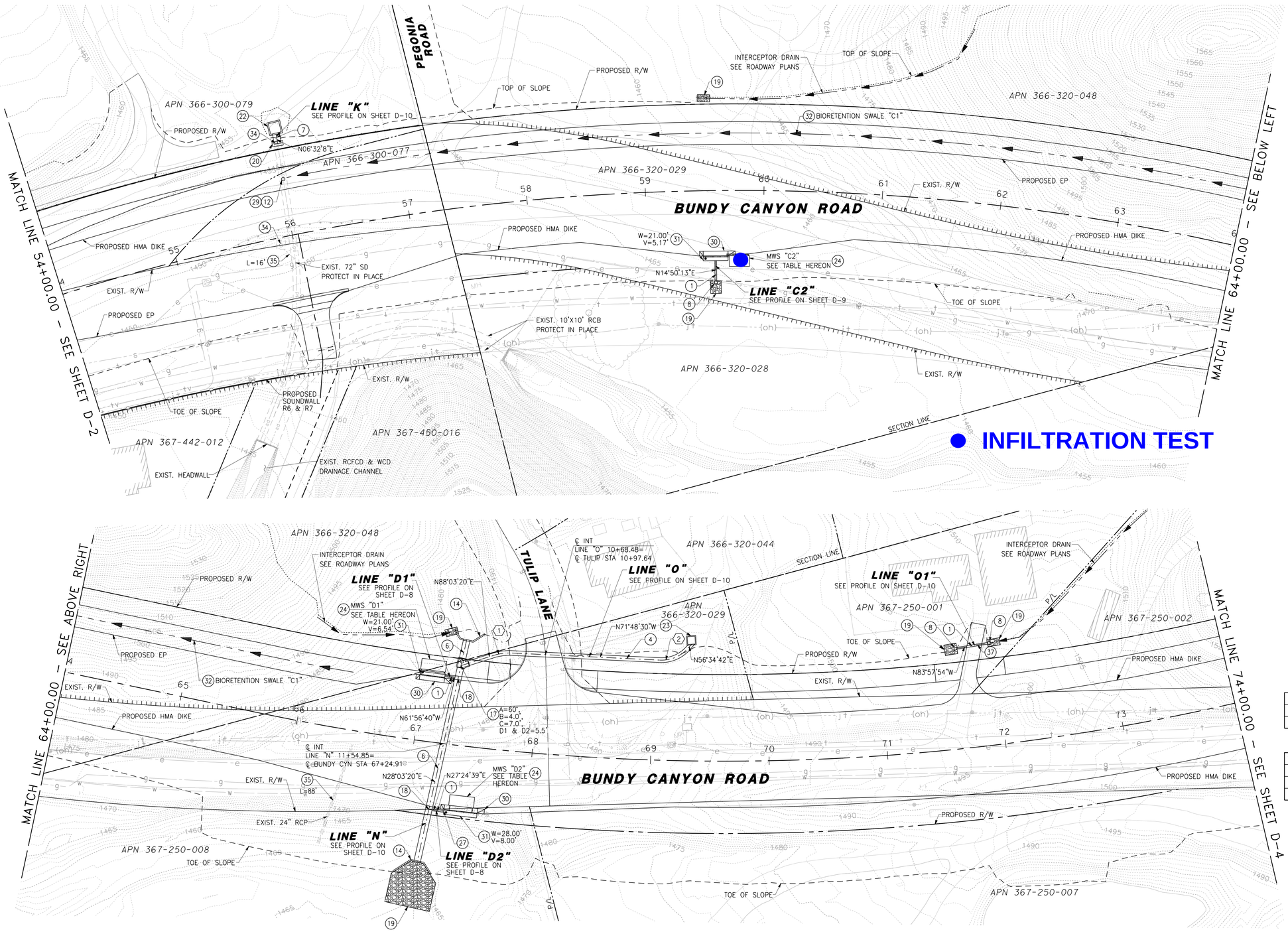
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DESIGNED BY: JACKIE TABARES CHECKED BY: HENG CHOW

100% SUBMITTAL - FOR PLAN CHECK PURPOSES ONLY



● INFILTRATION TEST

CONSTRUCTION NOTES:

1. CONSTRUCT 18" REINFORCED CONCRETE PIPE (RCP)
4. CONSTRUCT 48" REINFORCED CONCRETE PIPE (RCP)
6. CONSTRUCT 66" REINFORCED CONCRETE PIPE (RCP)
7. CONSTRUCT 72" REINFORCED CONCRETE PIPE (RCP)
8. CONSTRUCT 18" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B
12. CONSTRUCT GCP INLET PER CALTRANS STANDARD PLAN D75B
14. CONSTRUCT HEADWALL PER CALTRANS STANDARD PLAN D90
17. CONSTRUCT MANHOLE No. 4 PER RCFC & WCD STANDARD DRAWING No. MH254
18. CONSTRUCT JUNCTION STRUCTURE No. 4 PER RCFC & WCD STANDARD DRAWING No. JS229
19. CONSTRUCT RIP RAP SPLASH PAD PER DETAIL ON SHEET D-13
20. CONSTRUCT CONCRETE COLLAR PER SPPWC STANDARD PLAN 380-4
22. CONSTRUCT MODIFIED CONCRETE DROP INLET PER DETAIL ON SHEET D-16, AND PER RCFC & WCD STANDARD DRAWING No. CB110
23. CONSTRUCT CONCRETE DROP INLET PER RCFC & WCD STANDARD DRAWING No. CB110
24. MODULAR WETLANDS SYSTEM (MWS) PER DETAIL ON SHEET D-19 TO D-21
27. CONSTRUCT PIPE ANCHORS PER SPPWC STANDARD PLAN 221-2
29. CONSTRUCT PIPE RISER CONNECTION PER CALTRANS STANDARD PLAN D93A.
30. CONSTRUCT LOCAL DEPRESSION No. 2 PER RCFC & WCD STANDARD DRAWING No. LD201
31. CONSTRUCT CATCH BASIN No. 1 PER RCFC & WCD STANDARD DRAWING No. CB100 WITH DVERT MODULAR TROUGH DIVERSION SYSTEM PER DETAIL DVT-10-8 ON SHEET D-17. INSTALL STENCILING/SIGNAGE INDICATING THAT ILLICIT DISCHARGES ARE NOT PERMISSIBLE.
32. CONSTRUCT BIORETENTION SWALE PER DETAIL ON SHEET D-18
34. REMOVE EXISTING INLET
35. ABANDON EXISTING CULVERT, LENGTH AS NOTED
37. CONSTRUCT CONCRETE BACKFILL PER DETAIL ON SHEET D-14

CURVE DATA

No.	R	Δ	T	L
⟨1⟩	45.00'	20°08'10"	7.99'	15.81'
⟨2⟩	30.00'	51°36'48"	14.51'	27.02'

MWS TABLE

SYSTEM	UNIT	DETAIL SHEET
"C2"	MWS-L-8-16-4'-10"-V	D-19
"D1"	MWS-L-8-20-3'-10"-V	D-20
"D2"	MWS-L-8-20-3'-10"-V-UG	D-20

40 0 40 80

1"=40'

DIGALERT
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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:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER — BRIAN D. PATSCHULL — No. C69431 — Exp. 6/30/20 — CIVIL — STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761

PREPARED BY: _____
R.C.E. No. _____ EXP. _____

BENCHMARK:
Elevation = 1345.285
Datum = 1970 NGVD 29
BENCHMARK # E-7-70

THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE
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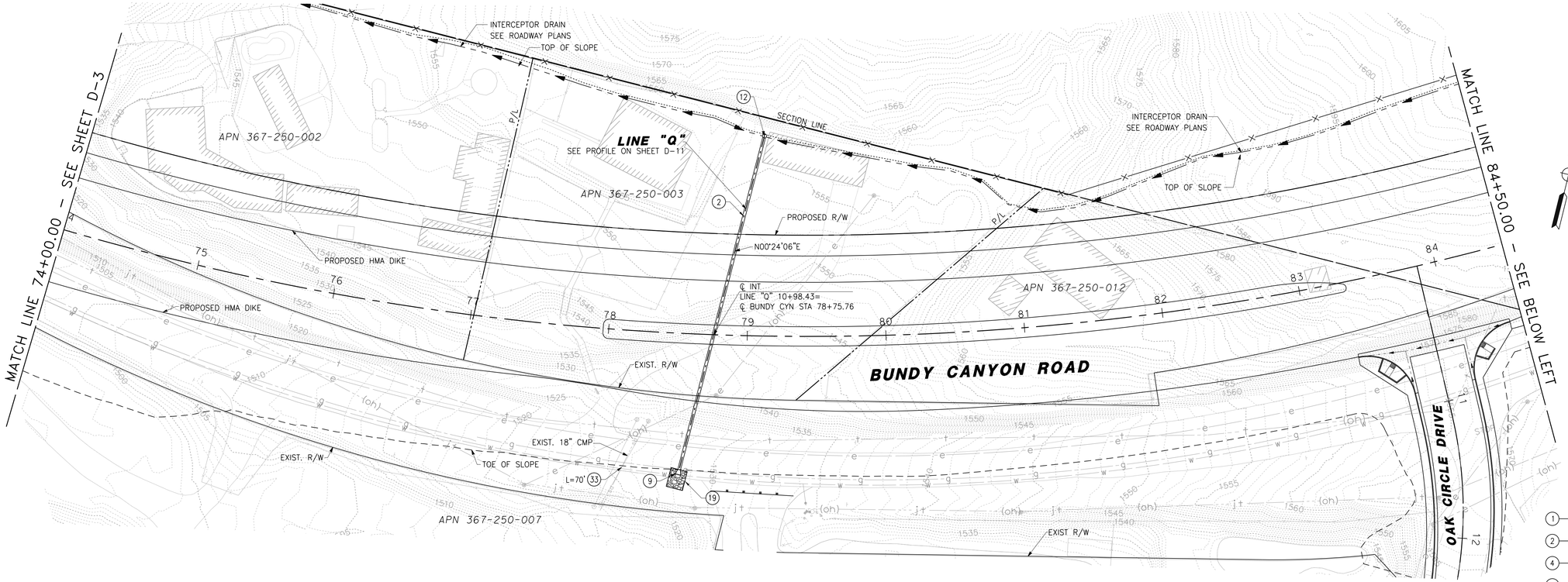
CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
STORM DRAIN IMPROVEMENT PLANS
PROPOSED DRAINAGE PLAN

SHEET No. 44 OF 109

D-3

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100% SUBMITTAL- FOR PLAN CHECK PURPOSES ONLY



MWS TABLE

SYSTEM	UNIT	DETAIL SHEET
"E1"	MWS-L-4-15-4'-1.5"-V-UG	D-20
"E2"	MWS-L-4-13-4'-10"-V	D-20
"F1"	MWS-L-8-24-3'-10"-V-UG	D-21
"F2"	MWS-L-8-24-3'-10"-V-UG	D-21

CONSTRUCTION NOTES:

1. CONSTRUCT 18" REINFORCED CONCRETE PIPE (RCP)
2. CONSTRUCT 24" REINFORCED CONCRETE PIPE (RCP)
4. CONSTRUCT 48" REINFORCED CONCRETE PIPE (RCP)
5. CONSTRUCT 60" REINFORCED CONCRETE PIPE (RCP)
9. CONSTRUCT 24" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B
11. CONSTRUCT 48" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B
12. CONSTRUCT GCP INLET PER CALTRANS STANDARD PLAN D75B
13. CONSTRUCT HEADWALL PER CALTRANS STANDARD PLAN D89
14. CONSTRUCT HEADWALL PER CALTRANS STANDARD PLAN D90
17. CONSTRUCT MANHOLE No. 4 PER RCFC & WCD STANDARD DRAWING No. MH254
18. CONSTRUCT JUNCTION STRUCTURE No. 4 PER RCFC & WCD STANDARD DRAWING No. JS229
19. CONSTRUCT RIP RAP SPLASH PAD PER DETAIL ON SHEET D-13
21. CONSTRUCT INLET STRUCTURE PER DETAIL ON SHEET D-15
24. MODULAR WETLANDS SYSTEM (MWS) PER DETAIL ON SHEET D-19 TO D-21
30. CONSTRUCT LOCAL DEPRESSION No. 2 PER RCFC & WCD STANDARD DRAWING No. LD201
31. CONSTRUCT CATCH BASIN No. 1 PER RCFC & WCD STANDARD DRAWING No. CB100 WITH DVERT MODULAR TROUGH DIVERSION SYSTEM PER DETAIL DVT-10-8 ON SHEET D-17. INSTALL STENCILING/SIGNAGE INDICATING THAT ILLICIT DISCHARGES ARE NOT PERMISSIBLE.
33. REMOVE EXISTING CULVERT, LENGTH AS NOTED

CURVE DATA

No.	R	Δ	T	L
3	30.00'	10°48'43"	2.84'	5.66'
4	45.00'	62°52'05"	27.50'	49.38'

40 0 40 8

1"=40'

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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ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
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Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER — BRIAN D. PATSCHULL — No. C69431 — Exp. 6/30/20 — CIVIL — STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761

PREPARED BY: _____
R.C.E. No. _____ EXP. _____

BENCHMARK:
Elevation = 1345.285
Datum = 1970 NGVD 29
BENCHMARK # E-7-70

THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE
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BUNDY CANYON ROAD IMPROVEMENT PROJECT
STORM DRAIN IMPROVEMENT PLANS
PROPOSED DRAINAGE PLAN

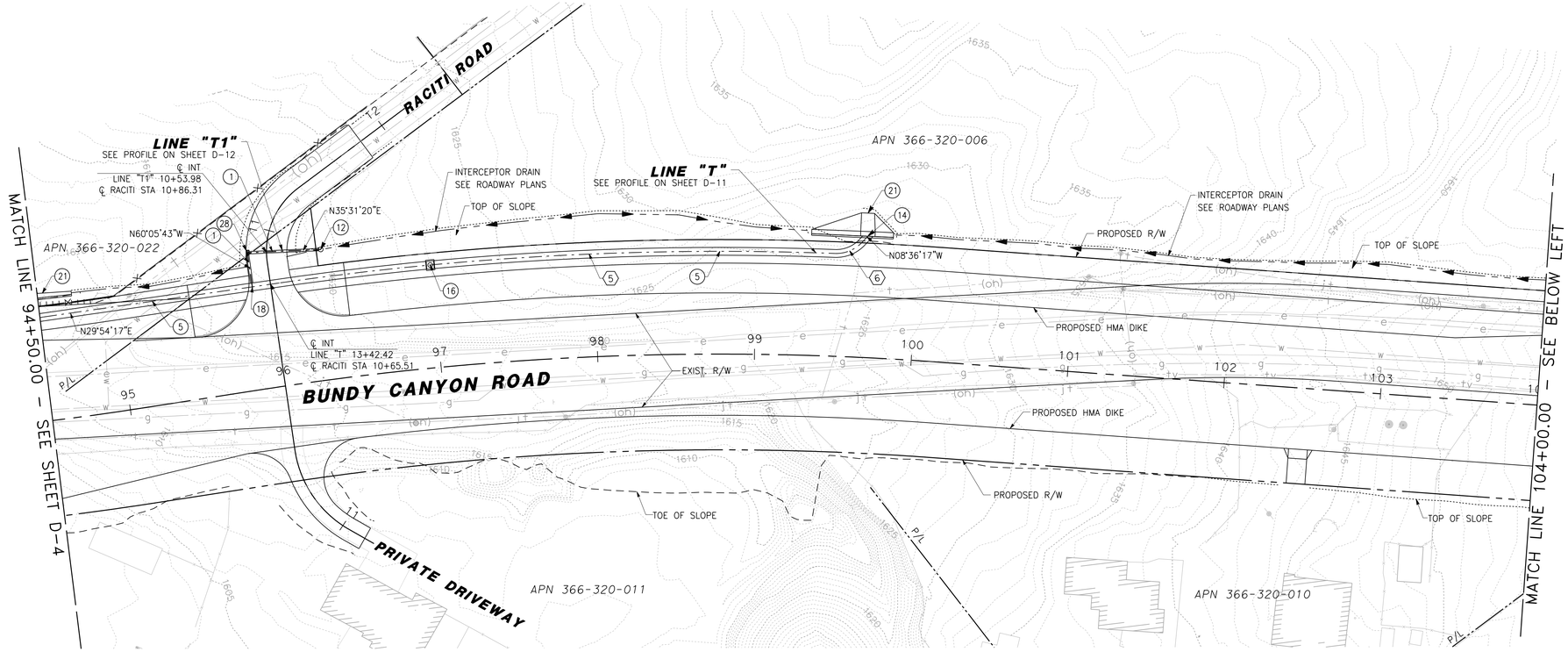
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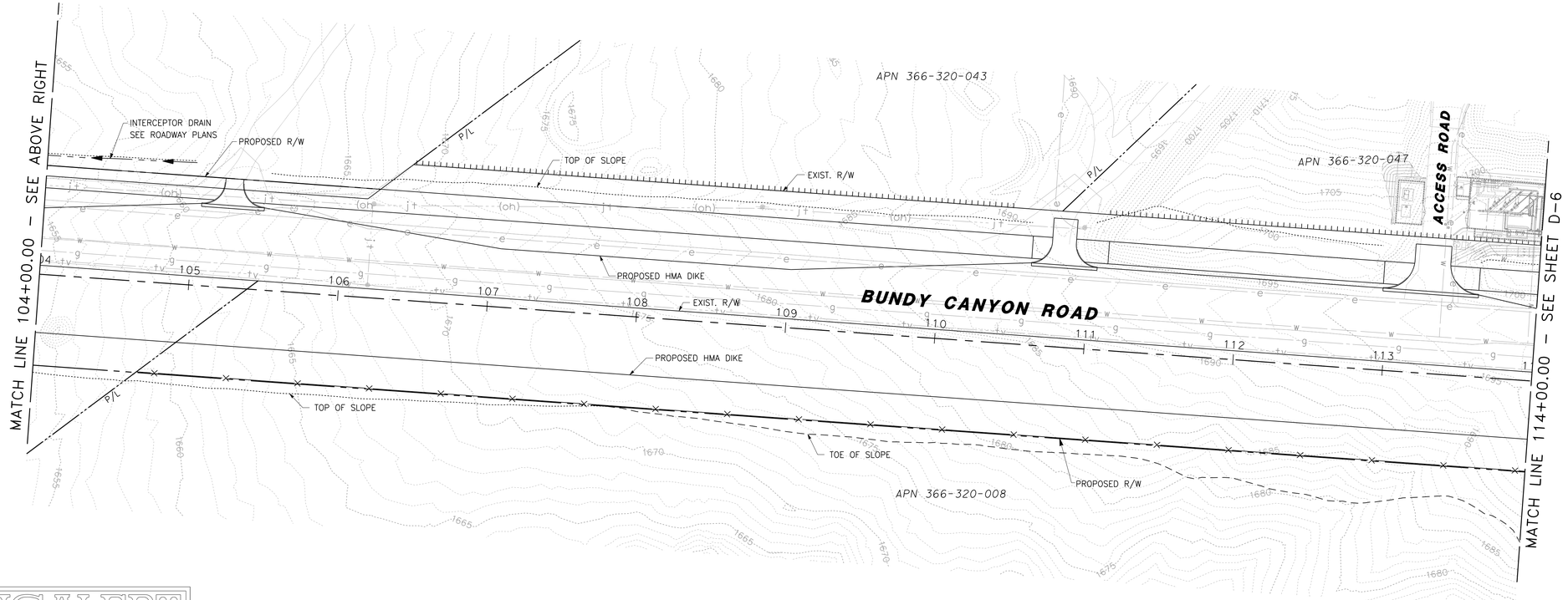
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DESIGNED BY: CHECKED BY:

100% SUBMITTAL- FOR PLAN CHECK PURPOSES ONLY





CONSTRUCTION NOTES:

(1) CONSTRUCT 18" REINFORCED CONCRETE PIPE (RCP)
(5) CONSTRUCT 60" REINFORCED CONCRETE PIPE (RCP)
(12) CONSTRUCT GCP INLET PER CALTRANS STANDARD PLAN D75B
(14) CONSTRUCT HEADWALL PER CALTRANS STANDARD PLAN D90
(16) CONSTRUCT MANHOLE No. 2 PER RCFC & WCD STANDARD DRAWING No. MH252
(18) CONSTRUCT JUNCTION STRUCTURE No. 4 PER RCFC & WCD STANDARD DRAWING No. JS229
(21) CONSTRUCT INLET STRUCTURE PER DETAIL ON SHEET D-15
(28) CONSTRUCT G2 INLET PER CALTRANS STANDARD PLAN D72D

CURVE DATA

No.	R	Δ	T	L
⟨5⟩	1965.50'	2°54'54"	177.79'	354.62'
⟨6⟩	22.50'	48°50'50"	10.22'	19.18'

40 0 40 80
1"=40'

DIGALERT
DIAL BEFORE YOU DIG — TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
BRIAN D. PATSCHULL
No. C69431
Exp. 6/30/20
CIVIL
STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761

PREPARED BY:
R.C.E. No. _____ EXP. _____

BENCHMARK:
Elevation = 1345.285
Datum = 1970 NGVD 29
BENCHMARK # E-7-70

THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE
L.S. (number), EXP. (date)

SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
STORM DRAIN IMPROVEMENT PLANS
PROPOSED DRAINAGE PLAN

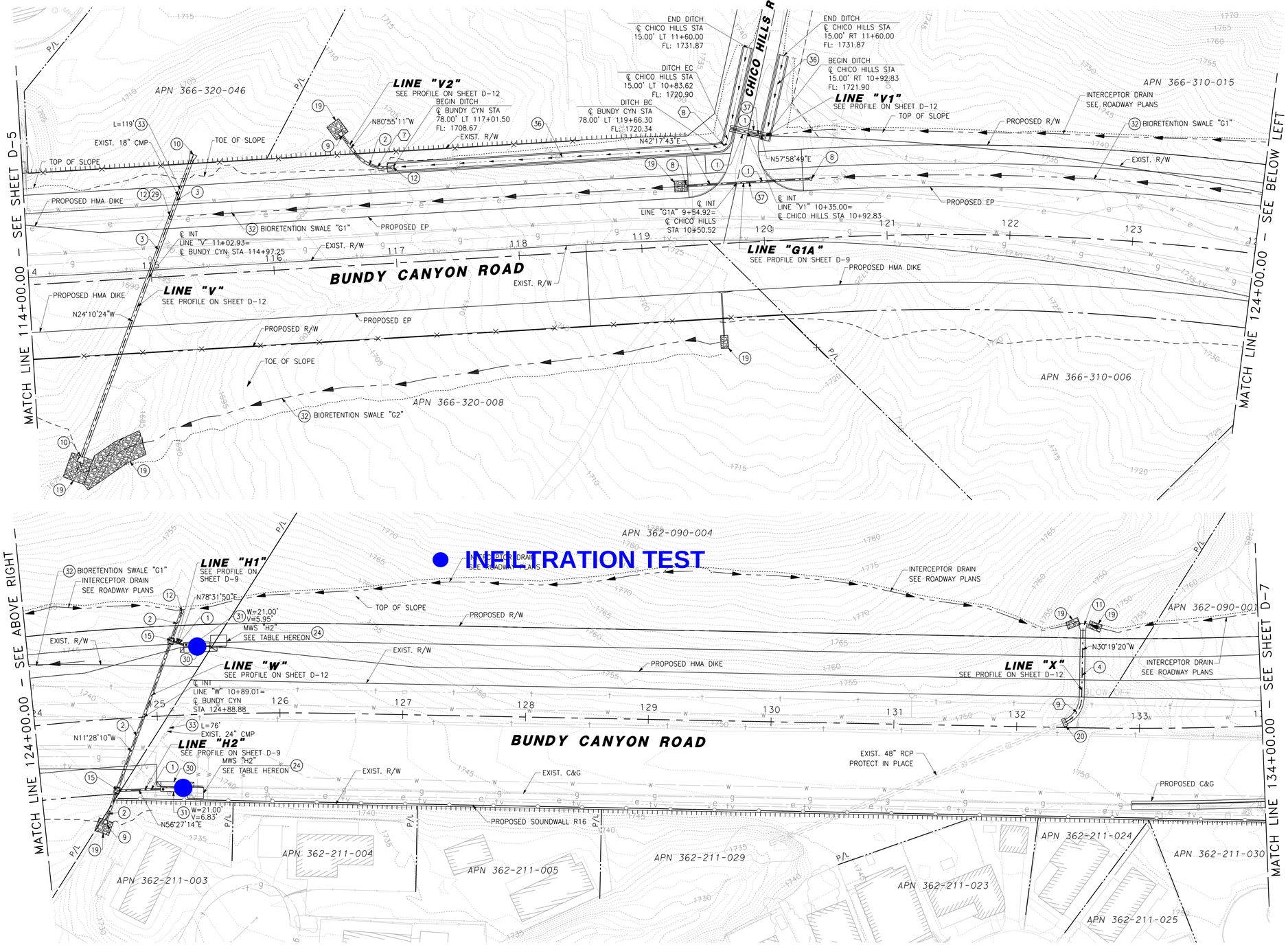
SHEET No. 46 OF 109

D-5

DESIGNED BY: CHECKED BY:

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100% SUBMITTAL- FOR PLAN CHECK PURPOSES ONLY



MWS TABLE

SYSTEM	UNIT	DETAIL SHEET
"H1"	MWS-L-8-12-4'-1.5"-V-UG	D-21
"H2"	MWS-L-8-12-4'-10"-V	D-21

CONSTRUCTION NOTES:

(1) CONSTRUCT 18" REINFORCED CONCRETE PIPE (RCP)

(2) CONSTRUCT 24" REINFORCED CONCRETE PIPE (RCP)

(3) CONSTRUCT 36" REINFORCED CONCRETE PIPE (RCP)

(4) CONSTRUCT 48" REINFORCED CONCRETE PIPE (RCP)

(8) CONSTRUCT 18" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B

(9) CONSTRUCT 24" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B

(10) CONSTRUCT 36" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B

(11) CONSTRUCT 48" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B

(12) CONSTRUCT GCP INLET PER CALTRANS STANDARD PLAN D75B

(15) CONSTRUCT MANHOLE No. 1 PER RCFC & WCD STANDARD DRAWING No. MH251

(19) CONSTRUCT RIP RAP SPLASH PAD PER DETAIL ON SHEET D-13

(20) CONSTRUCT CONCRETE COLLAR PER SPPWC STANDARD PLAN 380-4

(24) MODULAR WETLANDS SYSTEM (MWS) PER DETAIL ON SHEET D-19 TO D-21

(29) CONSTRUCT PIPE RISER CONNECTION PER CALTRANS STANDARD PLAN D93A.

(30) CONSTRUCT LOCAL DEPRESSION No. 2 PER RCFC & WCD STANDARD DRAWING No. LD201

(31) CONSTRUCT CATCH BASIN No. 1 PER RCFC & WCD STANDARD DRAWING No. CB100 WITH DVERT MODULAR TROUGH DIVERSION SYSTEM PER DETAIL DVT-10-8 ON SHEET D-17. INSTALL STENCILING/SIGNAGE INDICATING THAT ILLICIT DISCHARGES ARE NOT PERMISSIBLE.

(32) CONSTRUCT BIORETENTION SWALE PER DETAIL ON SHEET D-14

(33) REMOVE EXISTING CULVERT, LENGTH AS NOTED

(36) CONSTRUCT CONCRETE V-DITCH PER DETAIL ON SHEET D-14

(37) CONSTRUCT CONCRETE BACKFILL PER DETAIL ON SHEET D-14

CURVE DATA

No.	R	Δ	T	L
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8	9.00'	74°13'39"	6.81'	11.66'
9	22.50'	66°35'26"	14.78'	26.15'

40 0 40 80

1"=40'

DIGALERT
DIAL BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — TWO WORKING DAYS BEFORE YOU DIG
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MARK	BY	DATE	REVISIONS	APPR.	DATE

ENGINEER — CITY

CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER — BRIAN D. PATSCHULL — No. C69431 — Exp. 6/30/20 — CIVIL — STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PREPARED BY:
R.C.E. No. _____ EXP. _____

BENCHMARK:
Elevation = 1345.285
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BENCHMARK # E-7-70

THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE
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SCALE:
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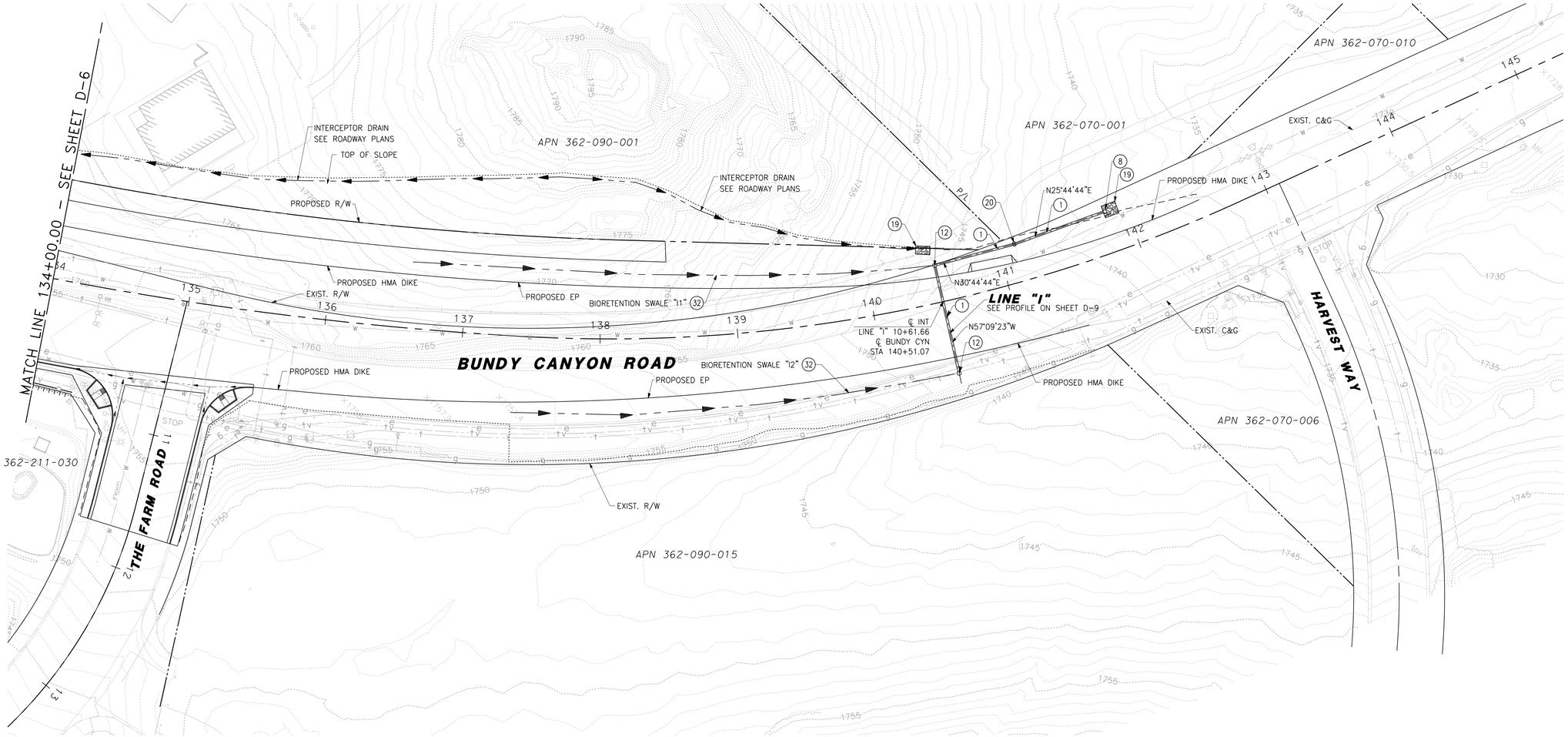
CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
STORM DRAIN IMPROVEMENT PLANS
PROPOSED DRAINAGE PLAN

SHEET No. 47 OF 109

D-6

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DESIGNED BY: CHECKED BY:

NOT FOR CONSTRUCTION



CONSTRUCTION NOTES:

(1) CONSTRUCT 18" REINFORCED CONCRETE PIPE (RCP)

(12) CONSTRUCT GCP INLET PER CALTRANS STANDARD PLAN D75B

(8) CONSTRUCT 18" CONCRETE FLARED END SECTION PER CALTRANS STANDARD PLAN D94B

(19) CONSTRUCT RIP RAP SPLASH PAD PER DETAIL ON SHEET D-13

(20) CONSTRUCT CONCRETE COLLAR PER SPPWC STANDARD PLAN 380-4

(32) CONSTRUCT BIORETENTION SWALE PER DETAIL ON SHEET D-18

40 0 40 80

1"=40'

100% SUBMITTAL - FOR PLAN CHECK PURPOSES ONLY

DIGALERT

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MARK	BY	DATE	REVISIONS	APPR.	DATE

ENGINEER — CITY

CITY OF WILDOMAR

ACCEPTED BY:

Date:

Daniel A. York, Director of Public Works/ City Engineer, PE 43212

ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

REGISTERED PROFESSIONAL ENGINEER — BRIAN D. PATSCHULL — No. C69431 — Exp. 6/30/20 — CIVIL — STATE OF CALIFORNIA

PARSONS

PHONE: (909) 218-3600 FAX: (909) 218-3605

3200 GUASTI ROAD, SUITE 200

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PREPARED BY: _____

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THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE

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SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR

BUNDY CANYON ROAD IMPROVEMENT PROJECT

STORM DRAIN IMPROVEMENT PLANS

PROPOSED DRAINAGE PLAN

SHEET No. 48 OF 109

D-7

DESIGNED BY: CHECKED BY:

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EXHIBIT "B"
COMPENSATION

Note: In the event there are any conflicts between the terms of this Agreement and the terms of the attached compensation schedule prepared by Service Provider, the language in this Agreement shall control.

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. Per Exhibit “A”, Scope of Services.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor shall be per Exhibit “A”, Scope of Services, or as otherwise agreed to by the City provided the total compensation for the Services shall not exceed what is shown in Section IV of this exhibit.

IV. The total compensation for the Services shall not exceed $370,000, 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 $2,000,000 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.

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 (with the exception of Professional Liability). 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) 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..

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
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: August 9, 2023

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

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

ACTION:

1. Authorize the City Manager to execute the Fourth Amendment to the Design Professional Services Agreement for additional engineering services for the Palomar Street / Wildomar Cemetery Improvement Projects (CIP 028-2 and CIP 067-1).
2. Approve a supplemental appropriation of $87,500 in Fund 201 Measure A for the Projects.

SUMMARY:

The City previously entered into an agreement with Mark Thomas Corporation to prepare designs, project construction plans, and specifications for the improvement of Palomar Street from Wildomar Trail to Gruwell Street and Phase 1 Improvements to the Wildomar Cemetery. At staff's request, Mark Thomas has submitted a proposal to provide additional requested services for the project.

BACKGROUND:

The City and Mark Thomas Corporation entered into an agreement in the amount of $272,470 for professional design services on April 14, 2021, to prepare designs and construction documents for the improvement of Palomar Street from Wildomar Trail to Gruwell Street and Phase 1 of the Wildomar Cemetery Improvements (Agreement).

An amendment (First Amendment) to the Agreement was approved in the amount of $36,865 on April 7, 2022, to provide additional services requested by the City revising the total contract amount to $309,335. These services included additional utility potholing, which will reduce unforeseen conflicts during construction, and preparation of legal descriptions and plats for

right-of-way acquisition.

A Second Amendment in the amount of $45,060 was approved on April 12, 2023, to provide additional legal descriptions and plat maps for additional right of way acquisition and design revisions associated with providing a 40 MPH design speed and extending the project northerly to Cert Street. This resulted in a revised contract amount of $354,395.

A Third Amendment in the amount of $16,216 was approved on May 12, 2023, to provide landscape plans along the existing commercial properties to the east, north of Wildomar Trail. This resulted in a revised contract amount of $370,605.

DISCUSSION:
During right-of-way negotiations with the Lake Elsinore Unified School District to acquire right-of-way along Palomar Street adjacent to the Wildomar Elementary School, it was determined that the existing driveways within the City right-of-way on Palomar Street and on Wildomar Trail should be upgraded to meet current ADA standards. These upgrades require design and preparation of construction plans. This additional project element exceeded the original Mark Thomas scope of work. Therefore, staff requested a proposal from Mark Thomas to perform the required services.

In addition, the original agreement with Mark Thomas requires an extension of time to complete the scope of services. Staff is recommending, as included in Amendment 4, that a two-year extension to April 14, 2025, be approved to cover the construction phase of the project since Mark Thomas' services include construction support items.

Staff is also recommending that Amendment 4 include authorization for the City Manager to approve additional unforeseen scope of work items up to an amount of $50,000. This will allow the project to proceed without further delays.

Attachment A is the Fourth Amendment that includes the Mark Thomas proposed scope of work and fee for the requested additional services in the amount of $37,500. The amendment also includes the additional $50,000 contingency amount for additional services to be approved by the City Manager, if needed, and brings the total contract amount to $458,105.

The proposed additional services will not impact or involve the Cemetery improvements and Cemetery funds will not be used for funding the amended work.

Staff recommends that the City Council authorize the City Manager to execute the Fourth Amendment to the Design Professional Services Agreement with Mark Thomas Corporation.

FISCAL IMPACT:

The original Mark Thomas agreement was funded by a combination of TUMF, Measure A, and Cemetery Funds. The additional Fourth Amendment services impact Palomar Street and Wildomar Trail only and are not TUMF eligible expenses. Staff requests a supplemental appropriation of $87,500 from Measure A funding be appropriated to the CIP 028-2 Design budget.

ACCOUNT CODE:
Budget Amendments
CIP No. 028-2
Fund 201 (Measure A):

- Expenditures (201-912-0001-52115) = $87,500

ATTACHMENTS:
A - Amendment No. 4

Project Number : CIP-28-2
Project : Cemetery Frontage, ADA and Palomar Street Widening

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR PALOMAR WIDENING PROJECT

This Fourth Amendment To Professional Services Agreement For Cemetery Frontage, ADA and Palomar Street Widening Improvements ("Fourth Amendment") is made as of the fourteenth (14th) day of April, 2023 by and between the CITY OF WILDOMAR, a California general law city ("City"), and MARK THOMAS CORPORATION, a California corporation ("Design Professional"). City and Design Professional are sometimes referred to herein, individually, as a "Party" and collectively, as "Parties."

RECITALS

A. City and Design Professional entered into an agreement for Design Professional Services on April 14, 2021 ("Agreement"). The Agreement provides that Design Professional will perform engineering design services.

B. A First Amendment was approved on April 7, 2022 ("First Amendment") , for additional services in the amount of $36,865, increasing the contract amount $309,335; a Second Amendment was approved on April 12, 2023 ("Second Amendment"), for additional services in the amount of $81,925, increasing the contract amount to $354,395; and a Third Amendment was approved on May 12, 2023 ("Third Amendment"), for additional services in the amount of $16,210, increasing the contract amount to $370,605.

C. Sections 1, 2 and 4 of the Agreement provide for the Term, Scope of Services, and Compensation for the performance of the services, respectively.

D. This Fourth Amendment amends Sections 1, 2, and 4 to provide that the term, services to be provided, and compensation are modified as provided below.

OPERATIVE PROVISIONS

Now, therefore, in consideration of the promises made and recited herein, the parties do hereby enter into this Second Amendment which modifies and amends the Agreement as follows:

1. Section 1 of the Agreement is amended to read as follows:

> "Subject to the provisions of Section 20 'Termination of Agreement' of this Agreement, the Term of this Agreement is for four years commencing on the date first ascribed above."

2. Exhibit "A", Scope of Services, is hereby modified to add the Scope of Services contained in the proposal dated July 8, 2023, attached hereto as Attachment 1 and incorporated herein by this reference.

Included in this Amendment is authorization for the City Manager to add additional scope of work items up to the total compensation amount contained in Section 4 of this Amendment.

3. Exhibit "B", Compensation, is hereby amended by adding a new Task 2.5 to provide additional topographic survey services, and by adding a new Task 7.8 to provide new modifications to the Improvement Plans. The total additional compensation is $37,500.

4. The second sentence in Section 4 is hereby amended to read as follows:

> "The total compensation including reimbursement for actual expenses shall not exceed Four Hundred Fifty-eight Thousand One Hundred Five and 00/100 Dollars ($458,105.00)."

GENERAL PROVISIONS

1. **Remainder Unchanged**. Except as specifically modified and amended hereby, the Agreement, as previously amended by the First Amendment, the Second Amendment, and the Third Amendment, remains in full force and effect and binding upon the parties.

2. **Integration.** This Fourth Amendment consists of two pages and the attached proposal inclusive and constitutes the entire understanding of the parties.

3. **References**. All reference to the Agreement includes all its respective terms and provisions. All defined terms utilized in this Fourth Amendment have the same meaning as assigned to such terms in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF WILDOMAR:	**MARK THOMAS CORPORATION:**
Dan York, City Manager	Darin Johnson, P.E., Division Manager
Date	Date

ATTACHMENT 1

MARK THOMAS

July 8, 2023

Warren Repke, P.E., Capital Projects Manager
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Wildomar Cemetery Perimeter Wall, Fencing and ADA Improvements and Palomar Street Widening – Additional Services No. 4

Dear Mr. Repke:

On behalf of Mark Thomas & Company, Inc. (Mark Thomas) , I would like to thank you for giving us the opportunity to submit this proposal for additional services. Based upon previous discussions with you and City staff, it is our understanding you are requesting Mark Thomas to provide preparation of improvement plans / detail sheets to construct new ADA compliant driveways along the Wildomar Elementary School Palomar Street frontage shown in yellow below:



Based upon our initial view, the following cases will be used similar to the driveways included with the Project currently:

1) Riverside County Standard Drawing No. 207A (noted RC 207A above)
2) Standard Plans for Public Works Construction Standard Drawing No. 110, Type 2 (Noted SSPWC 110, Type 2 above)

SCOPE OF SERVICES

SURVEY

Task 2.5 – Additional Topographic Survey

Additional topographic survey is necessary to accommodate portions of Palomar Street along the proposed driveway locations. Mark Thomas will perform a design level topographic survey for this additional area using conventional survey and performed within a 25 foot radius of each of the eight (8) driveway locations necessary to identify drainage and slopes/elevations at conform locations. This will include visible improvements will be located within the street right of way, including utilities, manholes, valve covers, utility vaults and covers, signposts, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc. Visible indications of surface utilities lying within said limits will be located, as will accurate lid/rim elevations for drainage structures present.

Assumptions

- Wildomar Elementary School will provide access to survey locations within school property. Mark Thomas will coordinate with the front office / administrative to schedule one (1) working day in advance prior to commencing survey efforts.

Deliverables

- Additional Topographic Design Survey of Palomar Street and Wildomar Trail within limits described above in AutoCAD and pdf formats.

PS&E

Task 7.8 – New / Modifications to Improvement Plans

This task includes preparation of up to three (3) new driveway construction detail sheets and modification to the demolition, layout, and signing and striping plans as necessary to incorporate new driveway reconstruction changes. Additionally, this includes updates to the estimate and specifications to incorporate new changes and special provisions for the contractor to coordinate construction efforts to minimize impacts to school operations (i.e. driveway closures cannot occur when school is open to students, sequential closures and must maintain access at all times, etc.).

Assumptions

- No changes to proposed legals and plats previously provided is included, it is assumed proposed ADA compliant walkways can be maintained within the proposed rights of way as designed currently.

Deliverables

- The following new improvement plan sheets (3):
  - Construction Details – Driveways Along Palomar Street and Wildomar Trail / Wildomar Elementary School frontage (eight total driveways)
- Modifications to the following improvement plans
  - Demolition Plan – 1 Sheet
  - Street Improvement Plan – 1 Sheet
  - Signing & Striping Plan – 1 Sheet
- Updates to the Project Estimate for New Quantities
- Updates to the Project Specifications

FEE PROPOSAL

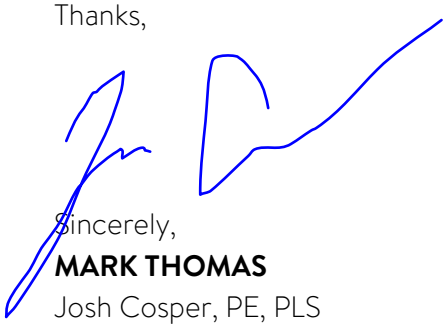
Mark Thomas proposes the following fee for the scope and deliverables outlined herein.

TASK DESCRIPTION	FEE
Survey	
Task 2.5 – Additional Topographic Survey	$11,480
PS&E	
Task 7.8 – New / Modifications to Improvement Plans	$26,020
Additional Services No. 4 – Total	$37,500

For additional information regarding fees, hours, and classifications, refer to “Appendix A – Fee Schedule” included with this Additional Services No. 4 Request.

Thank you again for this opportunity to submit this proposal and please do not hesitate to contact myself at (951) 870-3094 or via email directly at jcosper@Markthomas.com.

Thanks,



Sincerely,
MARK THOMAS
Josh Cosper, PE, PLS
Senior Project Manager

P

APPENDIX A

FEE PROPOSAL

WILDOMAR CEMETERY PERIMETER WALL, FENCING AND ADA IMPROVEMENTS AND PALOMAR STREET WIDENING - ADDITIONAL SERVICES NO. 4

		Joshua Cosper Sr. Project Manager $255	Project Engineer $165	Design Engineer I $110	Sr. Survey Manager $260	Project Surveyor $170	Survey Technician $115	2 Person Field Crew $280	Project Coordinator $110	Total Hours	Total MT Cost	Subconsultant CL SURVEYING & MAPPING Non-DBE	TOTAL COST
2.0	**Survey**												
2.5	Additional Topographic Survey (Palomar Street)			16					2	18	$1,980	$9,500	$11,480
	Subtotal Phase 2	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**2**	**18**	**$1,980**	**$9,500**	**$11,480**
7.0	**PS&E**												
7.8	New / Modifications to Improvement Plans									0	$0	-	$0
7.8.1	New Construction Details (3 Sheets)	4	16	120					2	142	$17,080	-	$17,080
7.8.2	Modifications to Demolition Plan (1 Sheet)		2	12						14	$1,650	-	$1,650
7.8.3	Modifications to Street Improvement Plan (1 Sheets)	2	2	12						16	$2,160	-	$2,160
7.8.4	Modifications to Signing/Striping Plan (1 Sheet)		2	12						14	$1,650	-	$1,650
7.8.5	Updates to Project Estimate		2	12						14	$1,650	-	$1,650
7.8.6	Updates to Project Specifications	2	8							10	$1,830	-	$1,830
	Subtotal Phase 7	**8**	**32**	**168**	**0**	**0**	**0**	**0**	**2**	**210**	**$26,020**	**$0**	**$26,020**
TOTAL HOURS		**8**	**32**	**184**	**0**	**0**	**0**	**0**	**4**	**228**			
OTHER DIRECT COSTS											**$0**	**$0**	**$0**
TOTAL COST		**$2,040**	**$5,280**	**$20,240**	**$0**	**$0**	**$0**	**$0**	**$440**		**$28,000**	**$9,500**	**$37,500**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: August 9, 2023

SUBJECT:	Professional Services Agreement for Enterprise Resource Planning (ERP) Software - General Business Permitting Modules with CivicPlus (CivicEngage)
SUBMITTED BY:	Kimberly Davidson
PREPARED BY:	Kimberly Davidson

ACTION:
Authorize the City Manager to execute the Master Services Agreement with CivicPlus, LLC.

SUMMARY:
This item authorizes a new Master Services Agreement for the CivicEngage ERP program through CivicPlus. The modules include are for general government permitting (all departments, excluding Finance and Human Resources). Modules include:

- Business Licensing
- Code Enforcement
- Planning & Zoning
- Permitting
- Fire & Safety Inspections
- GIS Mapping Integration
- Mobile App for Offline Inspections

BACKGROUND:
The City of Wildomar has been using portals created through Eden and Comcate for our permitting processes. 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 our operations and generate required reports. To ensure that the City has the best software and pricing, staff also evaluated Tyler's ERP platform. Because of their pricing, customer service and excellent execution of our new website, CivicPlus was deemed the best fit for Wildomar's general government permitting. CivicEngage from CivicPlus is a comprehensive and highly scalable ERP platform that was designed for growing smaller governments like the City of Wildomar.

DISCUSSION:
The Master Services Agreement has been reviewed by the City Attorney, who has identified varying levels of risk to the City, which mostly refer to the the possibility of a data breach and our information being compromised.

CivicPlus agrees to maintain commercially reasonable administrative, physical, and technical safeguards, in accordance with industry standards, designed to protect the security and confidentiality of Customer Data.

Weighing the operational need for the software as a service, versus the risks identified by the City Attorney's office, staff recommends approving the Agreement and the Statement of Work (SOW) for purchase and implementation of the software.

FISCAL IMPACT:
The agreement is for three-year term to be paid out of ARPA funding with an annual cost of:
Year 1 = $62,000.00
Year 2 = $50,000.00
Year 3 = $51,500.00

The three, 1-year extensions will be paid out of General Fund, IT Services Department
Year 1 = $53,045.00
Year 2 = $54,636.35
Year 3 = $56,275.44

The six-year total not-to-exceed amount is $327,457.

ACCOUNT CODE:
115-410-4200-58110

ATTACHMENTS:
CA - Wildomar - CivicGov - SOW -UPDATED 07312023.pdf
!CA - Wildomar - MSA - Final - 07312023.pdf

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-36632-1
Date: 1/25/2023 7:07 PM
Expires On: 7/31/2023

Client:
WILDOMAR, CALIFORNIA

Bill To:
WILDOMAR, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x7852224856	grover@civicplus.com		Net 30

Modules

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Core Setup	CivicGov Core Setup	One-time	USD 0.00
1.00	CivicGov Business Licensing Annual	CivicGov Business Licensing Annual	Renewable	USD 8,000.00
1.00	CivicGov Business Licensing Setup	CivicGov Business Licensing Setup	One-time	USD 1,371.43
1.00	CivicGov Code Enforcement Annual	CivicGov Code Enforcement Annual	Renewable	USD 8,000.00
1.00	CivicGov Code Enforcement Setup	CivicGov Code Enforcement Setup	One-time	USD 1,371.43
1.00	CivicGov Planning & Zoning Annual	CivicGov Planning & Zoning Annual	Renewable	USD 8,000.00
1.00	CivicGov Planning & Zoning Setup	CivicGov Planning & Zoning Setup	One-time	USD 1,371.43
1.00	CivicGov Permitting Annual	CivicGov Permitting Annual	Renewable	USD 8,000.00
1.00	CivicGov Permitting Setup	CivicGov Permitting Setup	One-time	USD 1,371.43
1.00	CivicGov Fire & Safety Inspections Annual	CivicGov Fire & Safety Inspections Annual	Renewable	USD 8,000.00
1.00	CivicGov Fire & Safety Inspections Setup	CivicGov Fire & Safety Inspections Setup	One-time	USD 1,371.43

Features

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Pay Annual Fee - Forte	CivicGov Pay - Forte	Renewable	USD 0.00
1.00	CivicGov Pay Setup Fee - Forte	CivicGov Pay Setup Fee - Forte	One-time	USD 1,028.57
1.00	CivicGov Premium GIS (ESRI) Mapping Integration Annual	CivicGov Premium GIS (ESRI) Mapping Integration Annual	Renewable	USD 3,000.00
1.00	CivicGov Premium GIS (ESRI) Mapping Integration Setup	CivicGov Premium GIS (ESRI) Mapping Integration Setup	One-time	USD 342.86
1.00	CivicGov ICC Code Integration (population based) Annual	Unlimited Users – up to 9 Titles	Renewable	USD 4,000.00
1.00	CivicGov ICC Code Integration (population based) Setup	CivicGov ICC Code Integration (population based) Setup	One-time	USD 514.29
1.00	CivicGov Mobile App (Offline Inspections) Annual	CivicGov Mobile App (Offline Inspections) Annual	Renewable	USD 3,000.00
1.00	CivicGov Mobile App (Offline Inspections) Setup	CivicGov Mobile App (Offline Inspections) Setup	One-time	USD 514.29

Data Import from (INSERT VENDOR)

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Additional Data Import - Permitting	CivicGov Additional Data Import - Permitting	One-time	USD 685.71
1.00	CivicGov Additional Data Import - Planning & Zoning	CivicGov Additional Data Import - Planning & Zoning	One-time	USD 685.71
1.00	CivicGov Additional Data Import - Code Enforcement	CivicGov Additional Data Import - Code Enforcement	One-time	USD 685.71
1.00	CivicGov Additional Data Import - Business Licensing	CivicGov Additional Data Import - Business Licensing	One-time	USD 685.71

~~List Price - Year 1 Total~~	~~USD 86,500.00~~
Total Investment - Initial Term	USD 62,000.00
Annual Recurring Services - Year 2	USD 50,000.00

Initial Term Invoice Schedule	Total Investment to be invoiced: Upon signing this Agreement, thirty percent (30%) of the Total Investment Year 1 Fees; The earlier of 6 months from signing or upon completion of CivicGov completion of training, fifty percent (50%) of the Total Investment Year 1 Fees; The earlier of 12 months from signing or upon go-live, the remaining twenty percent (20%) of the Total Investment Year 1 Fees.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	3% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

At any time prior to September 1, 2023, Client may exercise the option to terminate this Agreement. Upon exercising such early termination option, CivicPlus shall cease the performance of all services and Client shall reimburse CivicPlus for all work completed up to the date of termination plus the applicable profit margin CivicPlus would have received for such performance of services.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

By:

_____

Name:

_____

Title:

_____

Date:

_____

CivicPlus

By:

_____

Name:

_____

Title:

_____

Date:

_____

Organization Legal Name:

_____

Billing Contact:

_____

Title:

_____

Billing Phone Number:

_____

Billing Email:

_____

Billing Address:

_____

_____

Mailing Address: (If different from above)

_____

_____

PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data. Customer Data is defined below

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW except that export of Customer Content per paragraph 9 shall be permitted upon written request to CivicPlus and for an additional fee,, and (b) any amounts owed to CivicPlus for work performed prior to termination shall become due in full and payable net 30 from the date of the final invoice If Customer has paid in advance for the Services,

and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer the prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for implementation of the Customer's Services, as defined in the SOW ("Total Investment") subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses in writing and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Total Investment under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content. Customer Content is external facing on the website as opposed to Customer Data defined below.. which Customer provides to CivicPlus or which is collected by the Services for Customer for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration, except that nothing herein shall absolve CivicPlus of its responsibility to implement and maintain security and privacy of the Services which store, process, transmit, or receive Customer Data as set forth in the Data Security paragraphs of this Agreement. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services sixty (60) days following termination of the applicable SOW. During the sixty (60) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services, but export of the Customer Data by CivicPlus will be permitted, upon written request from the customer and for an additional fee, during this sixty (60) day period following termination of the applicable SOW.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus represents and warrants it owns all necessary intellectual property rights in CivicPlus Property. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate public use as

intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation, except that Customer is permitted to download Documentation to educate and train its authorized users of the Services.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services through a mutually executed addendum or amendment to the SOW. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing if Customer is notified of such claim; (ii) cooperating with CivicPlus in the defense of the claim at CivicPlus's expense; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information for the Services, and notify CivicPlus promptly of any known unauthorized access or use of User's log-in information ; (e) use commercially reasonable efforts to prevent unauthorized access to or use of User's log-in information to the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of User's log-in information to Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property, including applicable privacy laws with regard to Confidential Information

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy, except that Customer Data shall not be accessed, disclosed, shared or transmitted to any third party unless necessary to perform the Services under this Agreement. CivicPlus will maintains commercially reasonable administrative, physical, and technical safeguards, in accordance with industry standards, designed to protect the security and confidentiality of Customer Data. CivicPlus

represents and warrants that its Services, as provided to the Customer without modification, are free and clear of known viruses. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services and as governed by all other provisions in this Agreement; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy except that Customer Data shall not be accessed, disclosed, shared or transmitted to any third party unless necessary to perform the Services under this Agreement; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data as necessary to perform the Services under this Agreement. and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom, except that Customer Data shall not be accessed, disclosed, shared or transmitted to any third party unless necessary to perform the Services under this Agreement) and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all applicable federal and state law. In the event a security breach is caused by a third party vendor, contracted by CivicPlus, CivicPlus shall use reasonable efforts to ensure such third party vendor complies with all applicable federal and state law. These obligations do not apply to a Data Breach of Confidential Information due to the negligence or misconduct of Customer. CivicPlus warrants and represents that it shall Cyber Insurance during the term of this Agreement. .

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will

perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability Notwithstanding the foregoing, CivicPlus' liability arising out of a security breached solely caused by the gross negligence of CivicPlus shall be limited by the applicable insurance limits available to CivicPlus at the time such claim is made.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

34. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

35. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, except in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

36. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

37. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY,

DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

38. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

39. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

40. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

41. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, the same terms of this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

42. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be offered to other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

43. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

44. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

45. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

46. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: August 9, 2023

SUBJECT: Delegating Authority to the City Manager to Approve Administrative Policies

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Adopt a Resolution entitled:

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

SUMMARY:
This item authorizes the City Manager or his designee to approve administrative policies that govern personnel administrative actions that do not apply to City Council Members, do not have a fiscal impact, and do not have significant political implications.

BACKGROUND:
Section 2.08.060 of the Wildomar Municipal Code allows City Council to delegate authority to the City Manager. This may include the ability to approve certain policies that don't have a fiscal impact or significant political implications best addressed by City Council. The Code states that City Council can delegate authority to the City Manager to "(P)erform such other responsibilities and exercise such other powers as may be delegated to the City Manager from time to time by ordinance or resolution or other official action of the City Council."

DISCUSSION:
The City of Wildomar is undergoing a significant increase in in-house personnel as we transition away from contract services. Along with that growth comes a need for administrative policies to ensure an equitable and safe environment for all personnel. Administrative policies are the guidelines for the way employees interact and perform work. Some examples of Administrative Policies include, but are not limited to: use of City electronic devices, chain of

command procedures, business process expectations, telecommuting practices, and workplace violence prevention. A copy of an Administrative Policy Prohibiting Workplace Violence is included as Attachment B.

Past practice has been that City Council approve all policies, both administrative and financial. As we grow and expand, our need for a robust set of administrative policies increases exponentially. In order to streamline the adoption of administrative policies and procedures, staff recommend that City Council delegate authority to the City Manager to approve administrative policies. The City Manager will utilize his discretion to determine whether an Administrative Policy has a fiscal impact or significant political implications and will therefore refer the policy to City Council for adoption. All adopted Administrative policies will be kept for review by City Council and City employees at any time, both in a notebook in Human Resources for review and also on the Human Resources web page on a page titled Administrative Policies.

City Council will still retain the authority to repeal any Administrative Policy, if the City Council by a majority vote determines that such policy does not fit into the Administrative Policy Definition as defined in the attached resolution (Attachment A).

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

ATTACHMENTS:
Attachment A_Resolution.docx
Attachment B_Workplace Violence Prevention Policy.docx

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

WHEREAS, Section 2.08.060 of the Wildomar Municipal Code allows City Council to delegate authority to the City Manager to "(P)erform such other responsibilities and exercise such other powers as may be delegated to the City Manager from time to time by ordinance or resolution or other official action of the City Council.";

WHEREAS, Past practice has been that all policies, administrative and financial, are approved by City Council;

WHEREAS, as the City increases the number of staff and expands its scope of personnel administration, there is an increased need for a robust set of administrative policies that govern personnel administrative actions and do not have a fiscal impact nor significant political implications; and

WHEREAS, based on the City's increased operational needs and to streamline administrative processes, delegating this authority to the City Manager will enhance the City's ability to swiftly adopt administrative policies in compliance with the law and adopt risk mitigation measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. ADMINISTRATIVE POLICIES. Administrative Policies do not have a fiscal impact and do not have significant political implications which are best addressed by the City Council. Typically, Administrative Policies are related to employee personnel administration, inform employees of office rules, and do not apply to City Council. Some examples of Administrative Policies include, but are not limited to, policies which govern use of City electronic devices, business expectations, chain of command procedures, telecommuting practices, and the workplace violence prevention policy and plan. The workplace violence prevention policy is attached as an example of an Administrative Policy as Exhibit A.

SECTION 2. CITY MANAGER AUTHORITY. The City Council delegates the authority to adopt new Administrative Policies to the City Manager. The City Manager will use his discretion to determine whether an Administrative Policy has significant political implications or otherwise does not fall within the definition of Administrative Policy set forth in Section 1, at which time the City Manager will refer the policy to City Council for adoption.

SECTION 3. AVAILABILITY FOR REVIEW. All adopted Administrative Policies will be kept in a notebook in Human Resources for review by City Council and / or City

employees during working hours. The policies will also be available on the City's website under the Human Resources web page.

SECTION 4. AUTHORITY TO REPEAL. Notwithstanding the authority delegated under Section 2 of this Resolution, the City Council retains the authority to repeal any Administrative Policy, if the City Council by a majority vote determines that such adopted policy does not comport with the Administrative Policy definition provided in Section 1 of this Resolution.

PASSED, APPROVED, AND ADOPTED this 9th day of August 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

ADMINISTRATIVE POLICY
PROHIBITING WORKPLACE VIOLENCE

I. OBJECTIVE

The City of Wildomar ("City") is strongly committed to ensuring the safety of all City employees and to provide them with a safe and secure workplace. For purposes of this policy, the workplace includes any location where City business is conducted, including but not limited to City-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways, and parking lots under the City's ownership or control. This policy also applies to all City-owned or leased vehicles and all vehicles that come onto City property.

Consistent with this policy, acts or threats, whether verbal or physical, of violence, including intimidation, harassment, and/or coercion, which involve or affect City employees, will not be tolerated and will be subject to appropriate disciplinary action, up to and including termination. In addition, a violation of this policy may lead to criminal prosecution.

The City has also adopted an Illness and Injury Prevention Plan (IIPP), which contains a plan for workplace security. Employees may review that plan at the Department of Administrative Services, located at the Human Resources and Risk Manager's Office.

II. THREATS OR ACTS OF VIOLENCE DEFINED

A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety, or the safety of their immediate family, and that serves no legitimate purpose. Any person may present a credible threat of violence in the workplace, including, but not limited to, employees, visitors, and members of the public. General examples of prohibited workplace violence include, but are not limited to, the following:

1. Threatening to harm or harming an individual and/or their family, friends, associates, and/or their property;

2. Fighting, challenging another individual to a fight, or participating in dangerous or threatening horseplay;

3. Striking, punching, slapping, or assaulting another person;

4. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise;

5. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing;

6. Making harassing or threatening telephone calls; sending harassing or threatening letters, text messages, instant messages, emails, or other correspondence;

7. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City;

8. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for their safety, or the safety of their immediate family, as defined in California Civil Code section 1708.7;

9. Suggesting or otherwise intimating that an act to injure persons or property is appropriate behavior;

10. Use of a personal or City-issued tool or other equipment in a threatening manner toward another;

11. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to, the following: tasers of any kind, pepper spray, blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, clubs, poisons, and acids.

    a. The City prohibits the possession or use of the weapons identified above, regardless of whether the employee possesses a concealed carry weapon permit or is allowed by law to possess the weapon.

    b. This section's prohibition on the possession or use of a weapon does not apply when possession or use of a weapon is expressly authorized by the employee's job description. However, this exception is limited only to a weapon the employee is authorized or required to possess or use as part of their job, and not to any personal weapons or weapons that are not authorized or required for work-related use by that employee.

III. EMPLOYEE RESPONSIBILITIES

Employees are expected to exhibit workplace behaviors that demonstrate respect for others and professionalism at all times during working hours or while conducting City business. In addition to the prohibited acts of workplace violence detailed in section II above, employees shall refrain from the following:

1. Engaging in verbal abuse of others;

2. Creating disturbances in the workplace causing co-workers to be concerned for their safety;

3. Bullying of employees;

4. Failure to notify City of domestic violence threats that impact the workplace or that are crossing over from home to work. This includes employees with civil restraining or stay-away orders against a current or former spouse or partner. Note, that it is not the City's intent to pry into employees' personal lives. However, when an employee has received a threat of domestic violence or the employee has filed domestic violence related civil order, the employee is required to notify human resources. Additionally, the Human Resources and Risk Manager may intervene with support, safety information, and access to resources, including law enforcement or domestic violence advocacy agencies.

Senate Bill 400 (SB400) protects employment rights of victims of domestic violence, sexual assault, and stalking. An employee is protected from firing or other discrimination because of the employee's known status as a victim. Employees can request safety accommodations for any instances they feel the threat of domestic violence may carry over from home into the workplace. The City is required to provide reasonable safety accommodations to employees; however, the City may deny a request for accommodation if it constitutes an undue hardship. SB 400 prohibits discrimination or retaliation against an employee requesting a safety accommodation as a result domestic violence, sexual assault , or stalking.

IV. SEARCHES OF PROPERTY

The City reserves the right at any time and at its discretion to search all City-owned or leased vehicles, including City property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Searches of employees' personal property shall only be conducted in conformance with any applicable laws and regulations. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline, up to and including termination.

V. REPORTING WORKPLACE VIOLENCE

Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to their supervisor or department head. The supervisor or department head will immediately report the matter to human resources. Should the employee perceive that they are in

immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act in progress, shall, as soon as possible:

1. Place themselves in a safe location;

2. If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the dispatcher of the circumstances and the exact location of where assistance is needed;

3. If possible, warn other employees or members of the public who may also be in danger;

4. Inform a supervisor or human resources of the circumstances.

After the immediate threat has passed, the employee will be asked to complete a written report as soon as possible and submit the original copy to human resources. The employee should also cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.

VI. REPORTING FUTURE WORKPLACE VIOLENCE

Employees who have reason to believe, they or any City employee may be the subject of a violent act in the workplace, or because of their City employment, should immediately notify their supervisor or human resources.

VII. RESPONDING TO COMPLAINT OF WORKPLACE VIOLENCE

The Human Resources and Risk Manager or designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

The Human Resources and Risk Manager or designee will take appropriate steps, as deemed necessary, to provide security, such as:

1. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;

2. Asking any threatening or potentially violent person to leave the site; or

3. Immediately contacting an appropriate law enforcement agency.

The Human Resources and Risk Manager will see that reported violations of this policy are investigated, as necessary. Such investigation may also include a threat assessment. Human resources is responsible for maintaining records and follow-up actions as to reports of workplace violence.

VIII. NO RETALIATION

Employees shall not be retaliated against or threatened with retaliation for good faith reports or participation in investigation of actual or suspected incidents of workplace violence.

IX. VIOLENT INCIDENT LOG

The City will maintain a Violent Incident Log ("Log") to record details about every workplace violence incident. The City will include details as required by law concerning each incident, which include: Date, time, location, violence type, description of incident, and consequence of the incident.

X. RECORDKEEPING

The City shall maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of one year. Training records shall also be maintained for a minimum of one year and include details concerning the type of training and training attendees. The City shall maintain the Log for a minimum of five years.

XI. VIOLATION OF POLICY

The City prohibition against threats and acts of violence applies to all persons involving City operations, including but not limited to City personnel, contract and temporary workers, vendors, and anyone else on City property. Violations of this policy by any individual may be followed by legal action as appropriate, which may include criminal prosecution, seeking a temporary restraining order and/or injunction on behalf of City employees, if the situation warrants such action. In addition to appropriate legal action, violations of this policy by employees, including making a false report under this policy, may lead to appropriate disciplinary action, up to and including termination.

WORKPLACE VIOLENCE PREVENTION PLAN

I. PURPOSE

The workplace violence prevention plan is created to increase awareness among City employees for the potential of violence within the organization and to recognize signs, remedies, and consequences of a violent act.

As the behavior of individuals can vary in unpredictable ways, the threat of workplace violence cannot be eliminated. However, management and employees can work together to identify and reduce the components frequently associated with workplace violence and be prepared to respond appropriately to threats of violence or a violent situation.

The purpose of this plan is to reduce the occurrence of injuries from workplace violence and decrease the potential and actual economic loss for employees, the public, and the City.

The workplace violence prevention plan is in compliance with Cal/OSHA's "Guidelines for Workplace Security", which requires employers to develop a workplace security component to their Injury and Illness Prevention Program (IIPP). Employees are advised that disciplinary action may result from violation of this plan or any workplace safety procedure. Employees are further advised that the principles of progressive discipline may be waived in instances of egregious or serious acts by employees. Termination from employment is a possibility and may be the only disciplinary action that is taken.

II. DEFINITIONS

Threat of violence means a statement or conduct that causes a person to fear for their safety because there is a possibility the person might be physically injured and that serves no legitimate purpose.

Workplace violence means any threat or act of violence that occurs in a place of employment. The term shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:

1. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;

2. An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury;

3. Four workplace violence types:

i. *Type I violence* means workplace violence committed by a person who has no legitimate business at the worksite and includes violent acts by anyone who enters the workplace with the intent to commit a crime;

ii. *Type II violence* means workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors;

iii. *Type III violence* means workplace violence against an employee by a present or former employee, supervisor, or manager;

iv. *Type IV violence* means workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee.

III. CITY RESPONSIBILITIES

The City is responsible for providing employees with education and training on policies relating to potentially violent situations in the workplace and will appoint a *Threat Assessment Team* to supervise workplace violence cases.

The team may consist of directors or City representatives from human resources, risk management, safety, security, facilities, city attorney's office, behavioral or mental health, employee assistance program, or threat assessment consultants and has the following responsibilities:

A. Implement an action plan specifying assessing and responding to a potential workplace violence case, including:

1. personnel to contact in an emergency and their roles;

2. a post situation response as follows:

i. informing employees through internal communications,

ii. updating the public information officer or designee the situation is under control, and

iii. providing counseling and/or critical incident stress debriefings for employees affected by the event.

B. Investigate incident:

1. Interview victims and witnesses immediately following incident to retrieve the most accurate information.

i. Who committed the threat or act of violence?

ii. What was said, heard, or done (be exact as possible)?

iii. When did the incident occur?

iv. Where did the incident take place?

v. Why was the act committed, if known, e.g., employee recently evaluated by his supervisor.

1. Inspect the scene of the incident and protect any evidence as soon as possible.

2. Take photographs of any personal injury or property damage.

NOTE: City reserves the right at any time and at its discretion to search all City-owned or leased vehicles, including City property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of the City's policy prohibiting workplace violence. Searches of employees' personal property shall only be conducted in conformance with any applicable laws and regulations. Employees who fail or refuse to promptly permit a search under the City's policy will be subject to discipline, up to and including termination.

3. Determine the direct or indirect causes of the incident. Include previous reports of inappropriate behavior by the perpetrator(s) and any corrective actions taken.

4. Record the results of the investigation and corrective actions taken.

C. Documentation and report shall be maintained in a confidential file by human resources.

D. Contact a workplace violence threat assessment specialist to evaluate the situation for additional corrective actions.

E. Inspect the workplace and evaluate work tasks of employees to determine presence of hazards, conditions, operations, and situations which might place workers at risk of assault incidents.

F. Coordinate Plan Implementation with other employers when the City employees perform work on a multi-employer worksite and when the City enters into a dual employer relationship with another employer. The City shall provide this Plan to any other employer in a shared workspace or in a join employer relationship with the City.

G. Identify and institute control methods designed to eliminate or minimize the risks of assault incidents, including, but not limited to:

1. General building, workstation and area design, security measures, employee identification badges, and access control improvements;

2. Security equipment;

3. Work practice controls and procedures.

IV. MANAGEMENT AND SUPERVISORY RESPONSIBILITIES

The human resources department responsible for administering this policy and delegating authority to department heads for implementation. Department heads are responsible for implementing the plan, conducting or arranging training, and ensuring each employee fully understands and complies with the behavioral and reporting requirements.

A. Human resources is responsible for the following:

1. Identifying a potentially violent or troubled person during the initial job interview and screening process;

a. Require a completed job application form that includes a waiver and release for the City to verify reported information. Ensure City compliance with applicable state and federal law when verifying applicant information. [*Note: Ensure that Human Resources does not initiate the background process until a conditional offer has been made, unless otherwise required by law, in compliance with the Fair Chance Act. Contact legal counsel if you have questions about implementation*].

b. Never accept a résumé in place of a fully completed application. Résumés do not contain an oath of truthfulness.

c. Review a job application carefully with particular attention to unusual or suspicious entries.

d. Investigate gaps in employment and education history. This may reveal undesirable events such as incarceration or involuntary termination. However, City evaluation of an applicant's background will be in compliance with the Fair Chance Act and any other applicable law.

e. Always check references.

2. Conducting periodic reviews of this policy with all City personnel;

3. Offering periodic workplace safety and security-related meetings for City personnel;

4. Posting and/or distributing information regarding workplace violence prevention on the internal or intranet website;

5. Reminding all employees through memos and training of the importance and urgency of reporting all threats or acts of workplace violence immediately after such an incident occurs, or when safe to do so, to a supervisor, human resources, department head, manager, or law enforcement. Reporting of a violent occurrence is mandatory and failure to do so could result in disciplinary action, up to and including termination;

6. Ensuring department personnel adhere to provisions of this policy;

7. Responding to and correcting workplace security issues.

B. Managers and supervisors must understand the following:

1. Terminating employment of a potentially unstable employee without using a plan based on empathy, support, and the ability to leave with their dignity intact, might cause that employee to harbor such resentment that he/she could return at some point seeking revenge. The City should remain vigilant after high stress events and seek evidence of threats, confrontations on-site, boundary probing, or other high risk post-termination activities;

2. An employee assistance program (EAP), if available, may assist employees facing personal and professional stressors at work. The program and its services should be publicized, and referral information should be readily accessible.

V. EMPLOYEE RESPONSIBILITIES

In general, behavior that violates the policy against workplace violence detracts from, and impedes the ability of others to work in a violence-free environment. Such behavior will be viewed as inappropriate and will be addressed in accordance with the City's disciplinary rules and regulations. Employees must report all acts of violence immediately after such an incident occurs, or when safe to do so, to a supervisor, human resources, department head, manager, or law enforcement.

1. Report potential acts or threats of violence by co-workers, outsiders, taxpayers, and visitors (e.g., noticeable changes in a co-worker's or customer's demeanor);

2. Remain aware of the potential for workplace violence, including domestic violence at work;

3. Attend all workplace safety and security-related meetings;

4. Know how to respond to a potentially violent situation, including use of the national Department of Homeland Security protocol for active shooters inside the facility (Run-Hide-Fight).

VI. TRAINING

All employees, including managers and supervisors, should receive training on general and job-specific workplace security practices. Training should be provided when the workplace violence prevention plan is initially established and periodically thereafter. Training should also be provided to new employees, employees for whom training has not previously been provided, and to employees given new job assignments for which specific workplace security training has not previously been provided. Additional training will be provided to all City personnel as deemed necessary. Training records shall be created and maintained for a minimum of one year.

Training should include the following topics:

1. Explanation of the workplace violence prevention plan. City will also provide employees with access to this Plan;

2. Recognition of security hazards, including risk factors associated with the four types of workplace violence, per National Institute for Occupational Safety and Health (NIOSH);

3. Violence prevention measures, such as reporting security hazards or threats to managers or supervisors and other City safety and security stakeholders;

4. Ways to defuse hostile or threatening situations involving current or former employees, taxpayers, vendors, or strangers;

5. How to summon others for assistance, including using 911 for emergency help;

6. Discussion of employee routes of escape, including evacuation or sheltering in place protocols;

7. Notification of law enforcement authorities when a criminal act may have or has occurred;

8. Post event critical incident stress management;

9. Employee participation in development and implementation of the Plan;

10. Review definitions and requirements of CalOSHA regulation section 3343 on workplace violence prevention plans;

11. Procedure to report workplace violence incidents or concerns without fear of retaliation;

12. Address workplace violence hazards that may be specific to the employees' jobs, the corrective measures employer has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm. City will also provide details regarding the violent incident log and ways to obtain the copies of records.

VII. VIOLATIONS

Reporting of a violent occurrence is mandatory and failure to do so could result in disciplinary actions, up to and including termination.

An employee found in violation will be provided all due process rights and is subject to discipline, up to and including termination. Principles of progressive discipline may be waived in instances of egregious or serious acts by employees.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: August 9, 2023

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

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

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

BACKGROUND:
On June 8, 2022 the City Council adopted Resolution No. 2022-30 establishing Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "District") and authorizing the levying of special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.

The owner, D.R. Horton Los Angeles Holding Company, Inc., of TR 31896 containing 41.76 gross acres within the City, has requested that the City annex this territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as lighting, street maintenance, drainage, parks, trails, and graffiti abatement.

In addition to maintaining public improvements the CFD No. 2022-1 will include a special tax to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments that annex into the CFD.

The landowner has advised the City that it desires the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2022-1 and that a rate and method of

apportionment of special tax to be levied therein be established.
The area proposed within Annexation No. 5 will encompass 41.76 acres to include 117 single-family residential lots in TR 31896, with a FY 2023-24 maximum annual tax of $1,742 per residential unit, per year. The tract proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 5. This tax rate includes a Maximum Special Tax A of $788 per residential unit per year for maintenance services of public facilities, and Maximum Special Tax B of $451.50 per residential unit per year for safety services and a Special Tax C (Contingent) of $503 per residential unit per year. All of these tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2%, Special Tax B will increase by the greater of CPI or 5% and Special Tax C will increase by the greater of CPI or 2%, all not to exceed 6%. D.R. Horton Los Angeles Holding Company, Inc., has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.
The next step to annex the property to CFD No. 2022-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on September 13, 2023 and at that time the Council will formally consider approval of the property into Annexation No. 5.

FISCAL IMPACT:

The projected levy for FY 2023-24 is $92,136 for the first year of Special Tax A maintenance services. Special Tax B will generate $52,825 once all 117 residential units are developed. Special Tax C, if needed, will generate $58,865.

ATTACHMENTS:
Attachment 1 - ROI Annex 5.docx
Attachment 1 - Ex. A - G.pdf
Attachment 2 - Project Map Annex 5.pdf
Attachment 3 - Maintenance Exhibit.pdf

RESOLUTION NO. 2023 - _____

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

WHEREAS, on June 8, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-30 establishing Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1"), of the City of Wildomar, County of Riverside, State of California, for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex territory into CFD No. 2022-1 and consenting to the shortening of election time requirements, waiving analysis, and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Council has been advised that the landowner has requested that the area described and shown in Exhibit A be annexed into the boundaries of CFD No. 2022-1, that a rate and method of apportionment of special tax to be levied therein be established.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to CFD No. 2022-1 of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed into CFD No. 2022-1.

Section 2. Name of the Community Facilities District. The name of the existing community facilities district is known as "Community Facilities District No. 2022-1 (Services)."

Section 3. Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property may annex to CFD No. 2022-1 and is more particularly described and shown on that certain map entitled “Proposed Boundary Map Community Facilities District No. 2022-1 of the City of Wildomar (Services) of the City of Wildomar, County of Riverside, State of California” as recorded on April 19, 2022 in Book 88 of Maps of Assessment and Community Facilities District, Pages 77, and as Instrument No. 2022-0183915 in the official records of the County of Riverside. The territory proposed to be annexed to CFD No. 2022-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 5, Community Facilities District No. 2022-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2022-1 (the “Services”) are described in Exhibit B attached hereto. The cost of providing the Services includes “administrative expenses,” which include costs associated with the creation of CFD No. 2022-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2022-1. The Services authorized to be financed by CFD No. 2022-1 are in addition to those currently provided in the territory of CFD No. 2022-1 and do not supplant services already available within that territory.

Section 5. Levy of Special Taxes. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Services (including administrative expenses), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually within CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit C.

Section 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map attached hereto as Exhibit D as the map of the area proposed to be annexed to CFD No. 2022-1. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

Section 7. Public Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Wednesday, September 13, 2023, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to CFD No. 2022-1.

Section 8. Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2022-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall

contain the information prescribed by Section 53322 of the Act.

Section 9. Mailing Ballots. In anticipation of its action on Wednesday, September 13, 2023 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2022-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 9th day of August 2023.

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") Annexation No. 5, is currently comprised of seven (7) parcels located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Number (APN).

APN	Owner Name
380-160-017	D.R. Horton Los Angeles Holding Company, Inc.
380-160-018	D.R. Horton Los Angeles Holding Company, Inc.
380-210-003	D.R. Horton Los Angeles Holding Company, Inc.
380-210-004	D.R. Horton Los Angeles Holding Company, Inc.
380-210-005	D.R. Horton Los Angeles Holding Company, Inc.
380-210-008	D.R. Horton Los Angeles Holding Company, Inc.
380-210-016	D.R. Horton Los Angeles Holding Company, Inc.

EXHIBIT B

DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Wildomar.

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

"County" means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

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

C. MAXIMUM SPECIAL TAX RATES

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

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

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

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

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

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

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

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

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

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

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

3. Special Tax C (Contingent)

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

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

a. Developed Property

(i) Maximum Special Tax C (Contingent)

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

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

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

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

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

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

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

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

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

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

2. Special Tax B

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

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

3. Special Tax C (Contingent)

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

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

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

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

E. FUTURE ANNEXATIONS

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

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

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

H. APPEALS

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

I. MANNER OF COLLECTION

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

APPENDIX A

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

COST ESTIMATE

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

TAX ZONE 5 – SPECIAL TAX A
TR 31896

Item	Description	Estimated Cost
1	Lighting	$5,617
2	Streets	$45,813
3	Drainage	$2,351
4	Parks	$15,272
5	Trails	$6,465
6	Graffiti	$259
7	Reserves	$8,631
8	Admin	$7,728
Total		**$92,136**

Special Tax B Services – It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

TAX ZONE 5 – SPECIAL TAX B
TR 31896

Land Use Category	Unit	Maximum Special Tax B
Single-Family Residential Property	RU	$451.50

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

TAX ZONE 5 – SPECIAL TAX C (Contingent)
TR 31896

Item	Description	Estimated Cost
1	Landscaping	$17,285
2	Drainage	$31,644
3	Reserves	$4,893
4	Admin	$5,043
Total		**$58,865**

TAX ZONE 5
TR 31896
FY 2023-2024 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Single-Family Residential	RU	$788	$451.50	$503
Approved Property	Single-Family Residential	RU	$788	N/A	$503
Undeveloped Property	N/A	Acre	$4,100	N/A	$2,620

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2023-24	TR 36781/36782	191	SFR	RU	$255	$451.50	$0	CPR/CWR Westpark Project, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT D

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

PROPOSED BOUNDARIES

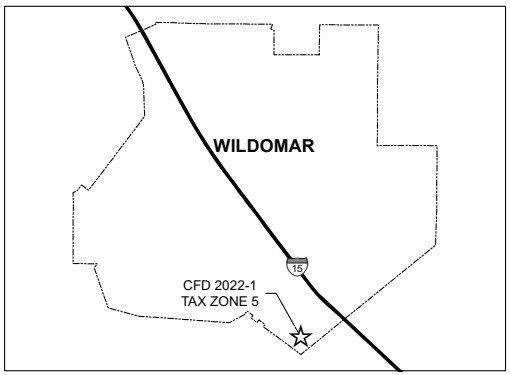
PROPOSED ANNEXATION MAP NO. 5
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

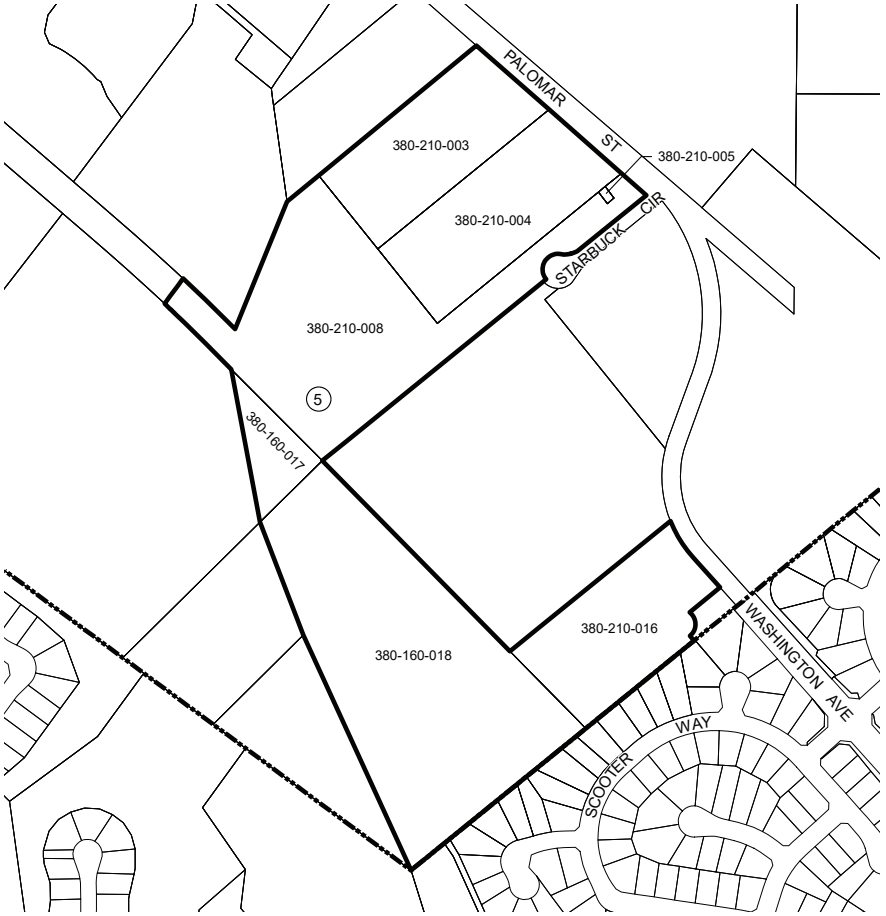
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20___, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (5) TAX ZONE

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-24.

0 250 500 1,000 Feet

N W E S

EXHIBIT E

WAIVER AND CONSENT RESPECTING CONDUCT OF MAILED BALLOT, LANDOWNER ELECTION

EXHIBIT F

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (ANNEXATION NO. 5)

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on August 9, 2023 adopted its Resolution No. 2023-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2022-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:00 p.m., or as soon thereafter as practicable, Wednesday, September 13, 2023 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2022-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20___

_____
City Clerk of the City of Wildomar

EXHIBIT G

SPECIAL ELECTION BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 5

(September 13, 2023)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 5 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
D.R. Horton Los Angeles Holding Company, Inc.	41.76	42

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than August 30, 2023, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on September 13, 2023, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on September 13, 2023.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
D.R. Horton Los Angeles Holding Company, Inc. Attn: Jennifer O'Leary 2280 Wardlow Circle, Ste. 100 Corona, CA 92878	380-160-017, 380-160-018, 380-210-003 380-210-004, 380-210-005, 380-210-008 380-210-016

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 5

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2022-1 (Services) adopted by the City Council on August 9, 2023 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 5 of Community Facilities District No. 2022-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

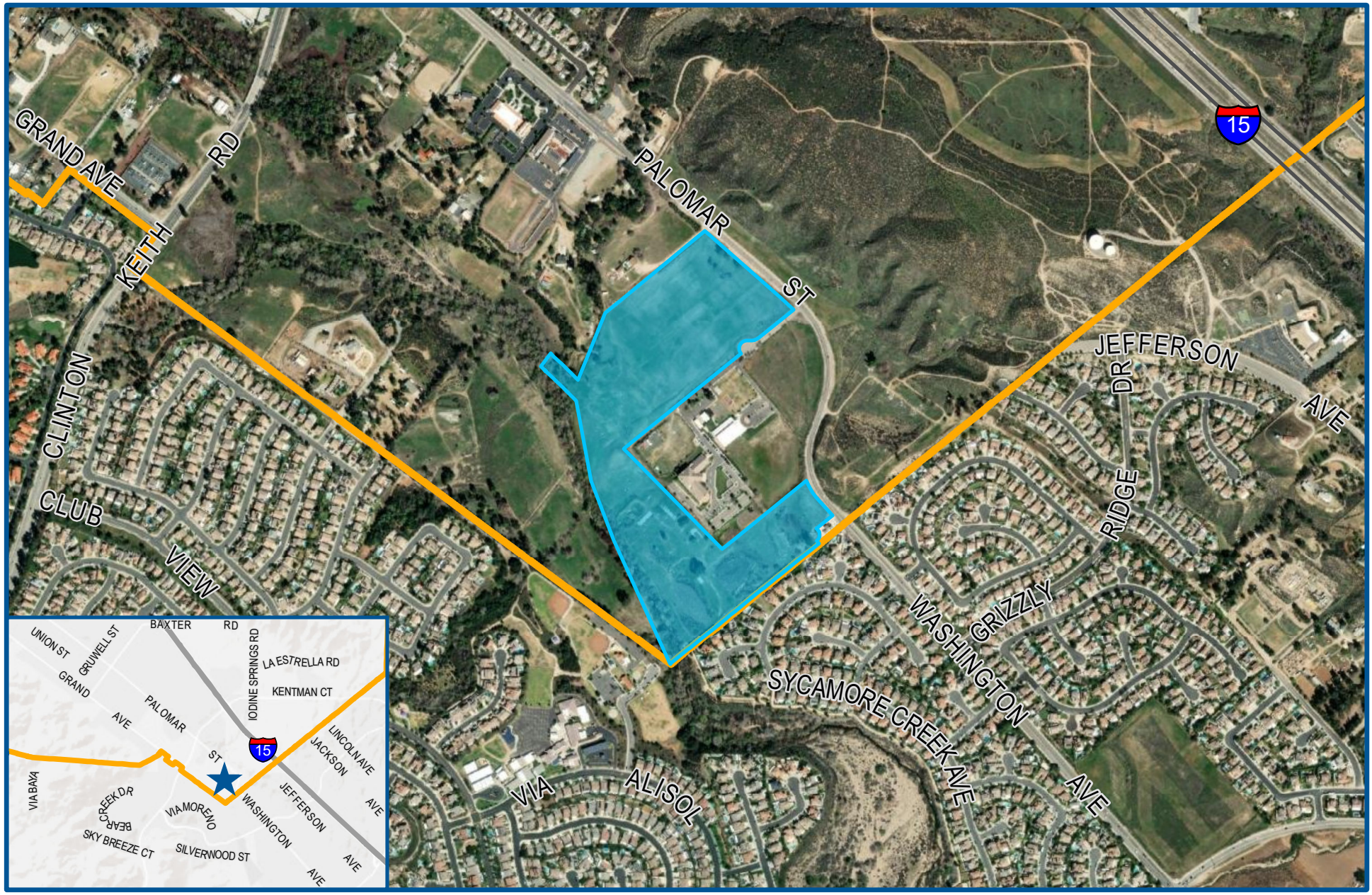
D.R. Horton Los Angeles Holding Company, Inc.
Jennifer O'Leary
VP of Forward Planning

_____
Signature

_____
Print Name

_____
Title

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 5



SPICER CONSULTING GROUP

Avalino - Tr. 31896

D·R·HORTON America's Builder

CFD Maintenance Exhibit

SYMBOL	LEGEND		MAINTENANCE
	RIGHT OF WAY		
	PROPERTY LINE		
	ST. LIGHTS - PALOMAR/WASH.	6	CFD
	ST. LIGHTS - IN TRACT	33	CFD
	CMU WALL	655 L.F.	CFD
	TRAIL CABLE FENCE	2,432 L.F.	CFD
	CMU PILASTER (SPLIT FACE)*	9	CFD
M	POWER PED. STREETLIGHT	2	CFD
	CATCH BASINS	6	CFD
	STORM DRAIN	3,483 L.F.	CFD

* PILASTER NOTES:
A. END OF BLOCK WALLS WILL TERMINATE WITH 16x16 SPLIT FACE PILASTERS.

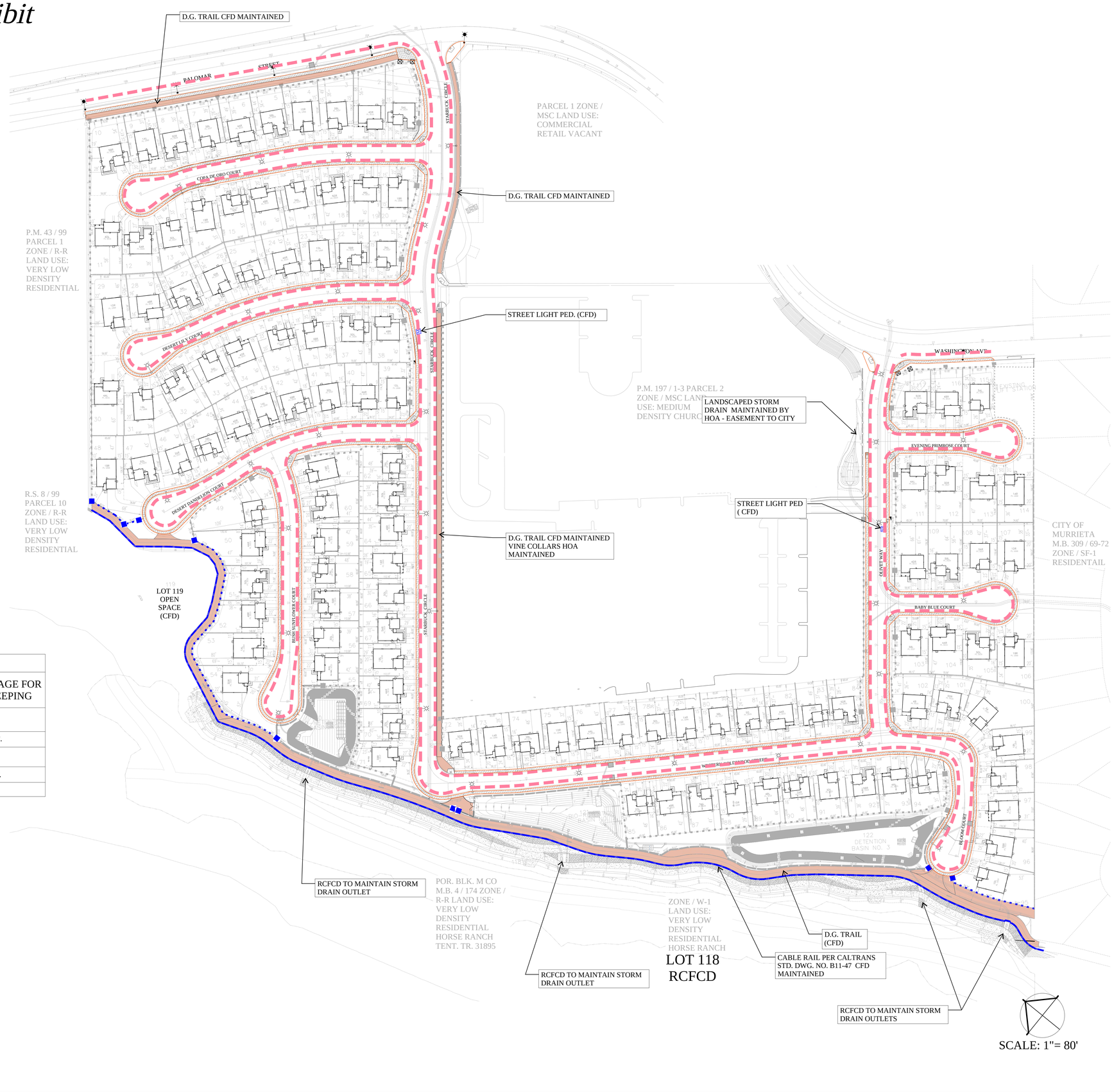
WALL NOTES:
A. ANTI-GRAFFITI COATING SHALL BE APPLIED TO ALL WALLS.

MAINTENANCE RESPONSIBILITY

	TRAIL MAINTAINED BY THE CFD NORTH (PALOMAR AND STARBUCK - IN TRACT) SOUTH (ADJACENT OPEN SPACE)	18,897 S.F. 39,706 S.F.
	CFD MAINTAINED INTERIOR STREET PERIMETER	13,693 L.F.
	CFD MAINTAINED IN-TRACT SIDEWALK (INCL. WASHINGTON AND PALOMAR)	76,918 S.F.

PAVEMENT (CFD MAINTAINED)

LOCATION	DECOMPOSED GRANITE	CONCRETE SIDEWALK	LINEAR FOOTAGE FOR STREET SWEEPING
PALOMAR ST. & WASHINGTON AVE.	6,462 S.F.	8,086 S.F.	852 L.F.
INTERIOR STREETS	12,435 S.F.	68,832 S.F.	12,841 L.F.
SOUTH (ADJACENT OPEN SPACE)	39,706 S.F.		
TOTAL	58,603 S.F.	76,918 S.F.	13693 L.F.



SCALE: 1"= 80'

landscape architecture
land planning

7858 SITIO COCO
CARLSBAD, CA 92009
TEL 949 276 6500 | FAX 949 276 6505
www.sjainc.net

July 5, 2023

Jul 05, 2023 T:\31896_MAINT CFD ONLY T:\DR HORTON\TR. 31896 MURRIETA CREEK ESTATES WILD\MAR\MAINTENANCE MAPS\TR.31896_MAINT CFD ONLY.DWG

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: August 9, 2023

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

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva

ACTION:
Adopt a Resolution entitled:

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

BACKGROUND:
On June 8, 2022 the City Council adopted Resolution No. 2022-30 establishing Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "District") and authorizing the levying of special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.
The owner, Wildomar Tres Lagos Partners LP, of phase 1 of 3 for LLA 2022-004 containing 4.06 gross acres within the City, has requested that the City annex this territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as lighting, street maintenance, drainage, parks, and graffiti abatement.
The landowner has advised the City that it desires the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2022-1 and that a rate and method of apportionment of special tax to be levied therein be established.

The area proposed within Annexation No. 6, will encompass 4.06 acres to include 89 units, with a FY 2023-24 maximum annual tax of $473 per unit, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 6. This tax rate includes a Maximum Special Tax A of $153 per residential unit per year for maintenance services of public facilities, and Maximum Special Tax B of $320.25 per residential unit per year for safety. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%, both not to exceed 6%. Wildomar Tres Lagos Partners LP, has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.
The next step to annex the property to CFD No. 2022-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on September 13, 2023 and at that time the Council will formally consider approval of the property into Annexation No. 6.

FISCAL IMPACT:

The projected levy for Phase 1 of Tax Zone 6 in FY 2023-24 is $13,606 for the first year of Special Tax A maintenance services. Special Tax B Tax Zone 6 will generate $28,502 once all 89 units are developed.

ATTACHMENTS:

Attachment 1 - ROI Annex 6.docx
Attachment 1 - Ex. A - G.pdf
Attachment 2 - Project Map Annex 6.pdf
Attachment 3 - Maintenance Exhibit - Phase 1.pdf

RESOLUTION NO. 2023 - _____

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

WHEREAS, on June 8, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-30 establishing Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1"), of the City of Wildomar, County of Riverside, State of California, for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex territory into CFD No. 2022-1 and consenting to the shortening of election time requirements, waiving analysis, and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Council has been advised that the landowner has requested that the area described and shown in Exhibit A be annexed into the boundaries of CFD No. 2022-1, that a rate and method of apportionment of special tax to be levied therein be established.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to CFD No. 2022-1 of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed into CFD No. 2022-1.

Section 2. Name of the Community Facilities District. The name of the existing community facilities district is known as "Community Facilities District No. 2022-1 (Services)."

Section 3. Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property may annex to CFD No. 2022-1 and is more particularly described and shown on that certain map entitled “Proposed Boundary Map Community Facilities District No. 2022-1 of the City of Wildomar (Services) of the City of Wildomar, County of Riverside, State of California” as recorded on April 19, 2022 in Book 88 of Maps of Assessment and Community Facilities District, Pages 77, and as Instrument No. 2022-0183915 in the official records of the County of Riverside. The territory proposed to be annexed to CFD No. 2022-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 6, Community Facilities District No. 2022-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2022-1 (the “Services”) are described in Exhibit B attached hereto. The cost of providing the Services includes “administrative expenses,” which include costs associated with the creation of CFD No. 2022-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2022-1. The Services authorized to be financed by CFD No. 2022-1 are in addition to those currently provided in the territory of CFD No. 2022-1 and do not supplant services already available within that territory.

Section 5. Levy of Special Taxes. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Services (including administrative expenses), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually within CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit C.

Section 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map attached hereto as Exhibit D as the map of the area proposed to be annexed to CFD No. 2022-1. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

Section 7. Public Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Wednesday, September 13, 2023, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to CFD No. 2022-1.

Section 8. Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2022-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall

contain the information prescribed by Section 53322 of the Act.

Section 9. Mailing Ballots. In anticipation of its action on Wednesday, September 13, 2023 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2022-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 9th day of August 2023.

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") Annexation No. 6, is currently comprised of one (1) parcel located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Number (APN).

APN	Owner Name
380-100-021	Wildomar Tres Lagos Partners LP

EXHIBIT B

DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Wildomar.

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

"County" means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

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

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

C. MAXIMUM SPECIAL TAX RATES

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

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

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

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

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

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

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

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

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

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

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

3. Special Tax C (Contingent)

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

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

a. Developed Property

(i) Maximum Special Tax C (Contingent)

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

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

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

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

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

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

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

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

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

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

2. Special Tax B

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

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

3. Special Tax C (Contingent)

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

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

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

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

E. FUTURE ANNEXATIONS

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

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

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

H. APPEALS

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

I. MANNER OF COLLECTION

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

APPENDIX A

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

COST ESTIMATE

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

TAX ZONE 6 – SPECIAL TAX A
LLA 2022-004

Item	Description	Estimated Cost
1	Lighting	$129
2	Streets	$2,327
3	Drainage	$632
4	Parks	$8,132
5	Graffiti	$197
6	Reserves	$326
7	Admin	$1,863
Total		**$13,606**

Special Tax B Services – It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

TAX ZONE 6 – SPECIAL TAX B
LLA 2022-004

Land Use Category	Unit	Maximum Special Tax B
Multi-Family Residential Property	RU	$320.25

Special Tax C (Contingent) Services – There are no maintenance services proposed to be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2017-1 Tax Zone 6.

TAX ZONE 6
LLA 2022-004
FY 2023-2024 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Multi-Family Residential	RU	$153	$320.25	$0
Approved Property	Multi-Family Residential	RU	$153	N/A	$0
Undeveloped Property	N/A	Acre	$3,351	N/A	$0

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2023-24	TR 36781/36782	191	SFR	RU	$255	$451.50	$0	CPR/CWR Westpark Project, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT D

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

PROPOSED BOUNDARIES

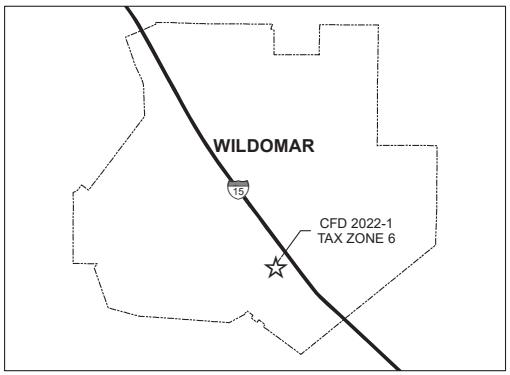
PROPOSED ANNEXATION MAP NO. 6
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

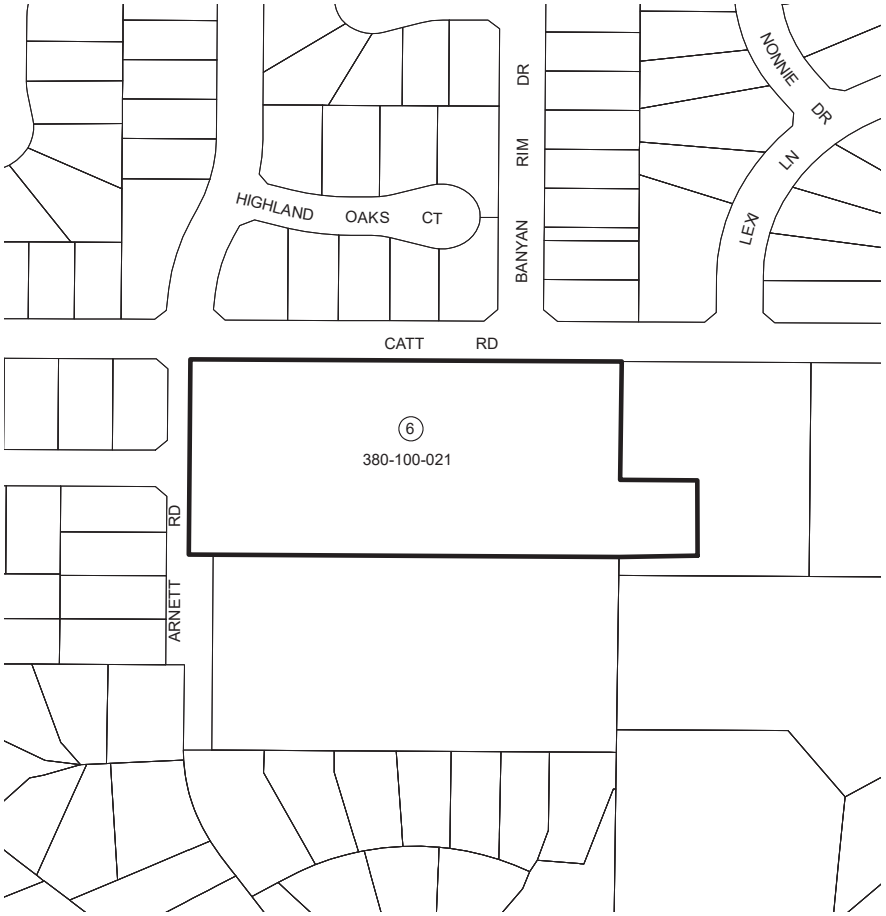
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20___, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR

LEGEND

———	CFD BOUNDARY
———	PARCEL LINE
- - - -	CITY BOUNDARY
XXX-XXX-XXX	ASSESSOR PARCEL NUMBER
(6)	TAX ZONE

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2022-23.

0 125 250 500 Feet

N W E S

EXHIBIT E

WAIVER AND CONSENT RESPECTING CONDUCT OF MAILED BALLOT, LANDOWNER ELECTION

EXHIBIT F

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (ANNEXATION NO. 6)

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on August 9, 2023 adopted its Resolution No. 2023-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2022-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:00 p.m., or as soon thereafter as practicable, Wednesday, September 13, 2023 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2022-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20___

_____
City Clerk of the City of Wildomar

EXHIBIT G

SPECIAL ELECTION BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 6

(September 13, 2023)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 6 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
Wildomar Tres Lagos Partners LP	4.06	5

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than August 30, 2023, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on September 13, 2023, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on September 13, 2023.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
Wildomar Tres Lagos Partners LP Attn: Danavon L. Horn 100 Pacifica, Suite 203 Irvine, CA 92618	380-100-021

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 6

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2022-1 (Services) adopted by the City Council on August 9, 2023 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 6 of Community Facilities District No. 2022-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

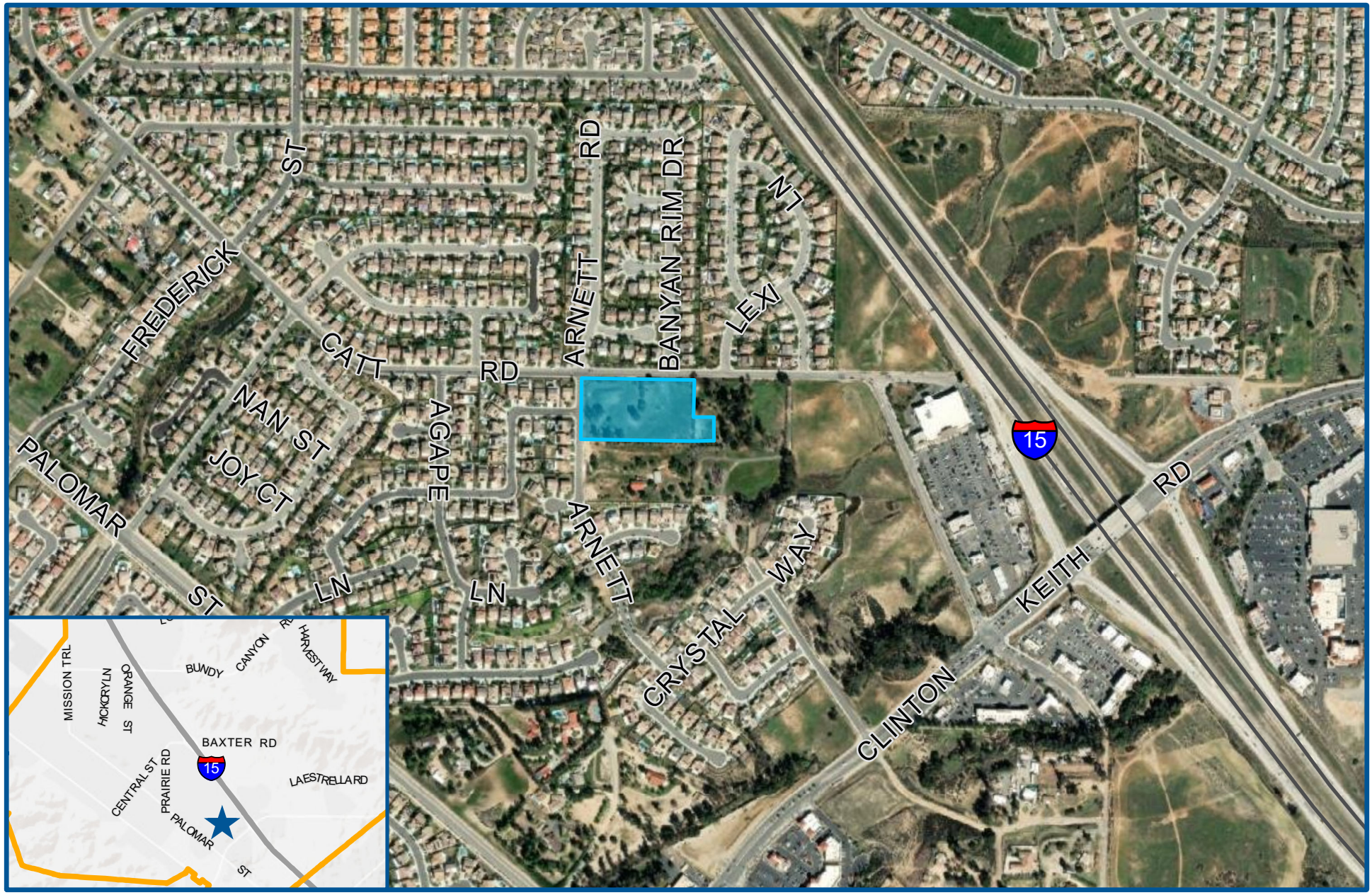
Wildomar Tres Lagos Partners LP
Danavon L. Horn
President

_____
Signature

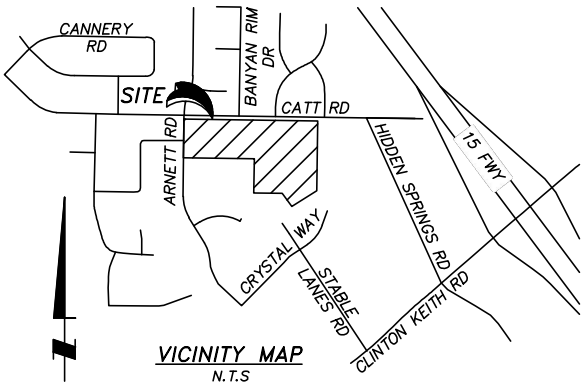
_____
Print Name

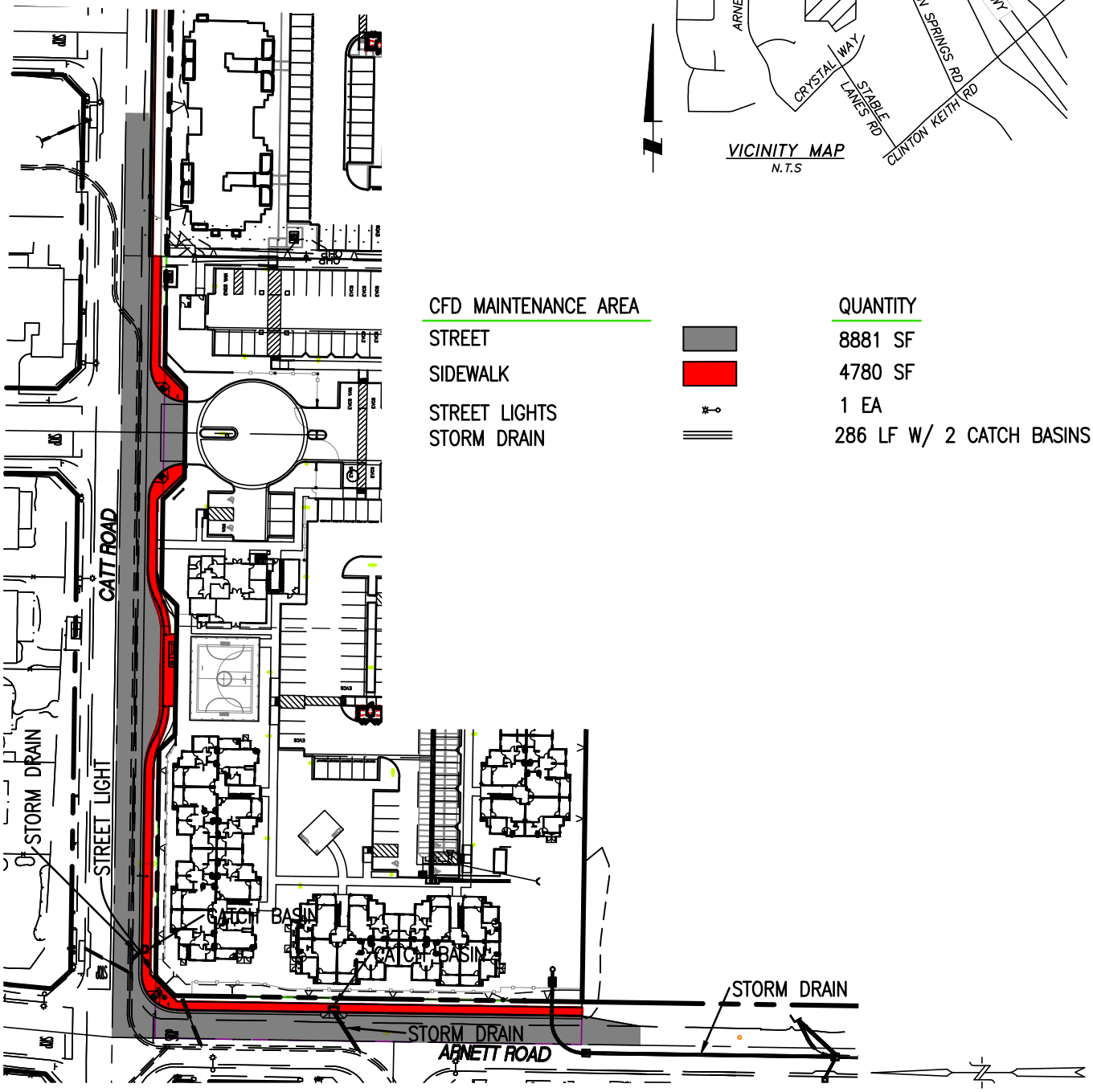
_____
Title

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 6



SPICER CONSULTING GROUP





CFD MAINTENANCE AREA		QUANTITY
STREET		8881 SF
SIDEWALK		4780 SF
STREET LIGHTS		1 EA
STORM DRAIN		286 LF W/ 2 CATCH BASINS

SHEET 1 OF 1	CFD EXHIBIT	KES TECHNOLOGIES INC
JOB NO. PALM-002	CFD MAINTENANCE SITE PLAN EXHIBIT	1 VENTURE STE 130
BY: DSK	TRES LAGOS PHASE 1	IRVINE, CALIFORNIA 92618
DATE: 10/10/22		PHONE (949) 339-5331
SCALE: 1"=100'		

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: August 9, 2023

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

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva

ACTION:
Adopt the following Resolutions:

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

And

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

BACKGROUND:
D.R. Horton Los Angeles Holding Company, Inc., a California corporation (the “Developer”), owns 41.76 gross acres of property in the City which is proposed to be developed into 117 single family residential homes. Such property is generally located to the southwest of Palomar Street and northeast of Rancho Mirlo Road. The Developer has requested that the City form a community facilities district (“CFD No. 2023-1” or the “District”) to encompass such property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), to finance the costs of certain public improvements through the levy of a special tax

and the issuance of bonds. The maximum amount of bonded indebtedness proposed is $15 million.

The Developer has requested that the boundaries of CFD No. 2023-1 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2023-1 presented at this meeting (the "Resolution of Intention"), and that special taxes be levied within the boundaries of the District in accordance with the Rate and Method of Apportionment (the "RMA") described in Attachment C to the Resolution of Intention. The Resolution of Intention is the first step in the process of forming CFD No. 2023-1. The attached Resolutions declare the City's intention to establish CFD No. 2023-1, its intention to incur bonded indebtedness by CFD No. 2023-1, and calls for a public hearing. A public hearing on the matter will take place on September 13, 2023, and at that time the Council will formally consider approval to form CFD No. 2023-1, and hold elections on the approval of the special taxes and the need to incur bonded indebtedness within CFD No. 2023-1.

FISCAL IMPACT:

The Developer has made a deposit to pay for the costs of the formation proceedings which may be reimbursed to the Developer in accordance with a reimbursement agreement with the Developer. If established and subject to necessary Council and voter approvals, CFD No. 2023-1 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of facilities, debt service on bonds and administration of CFD No. 2023-1. Any bonds issued by CFD No. 2023-1 are not obligations of the City and will be secured solely by the special taxes levied within CFD No. 2023-1.

The RMA provides that the annual special tax rates will range from $4,812 for home sizes less than 2,000 square feet to $5,545 for home sizes greater than 3,000 square feet, which rates escalate at 2% per year.

ATTACHMENTS:

RESOLUTION OF INTENTION TO ESTABLISH WILDOMAR 2023-1 (AVALINO).docx
Landowner Petition Form Wildomar CFD 2023-1.pdf
RESOLUTION OF INTENTION TO INCUR DEBT WILDOMAR 2023-1 (AVALINO).doc
REIMBURSEMENT AGREEMENT WILDOMAR 2023-1.docx
CFD 2023-1 Project Map.pdf

RESOLUTION NO. 2023-___

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

WHEREAS, the City of Wildomar (the "City") received a petition signed by the owner of more than ten percent of the land within the boundaries of the territory which is proposed for inclusion in a proposed community facilities district, which petition meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California; and

WHEREAS, the City Council of the City (the "City Council") desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment "A" hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as "Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar" ("Community Facilities District No. 2023-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act") to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"); and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2023-1; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2023-1 and the issuance of bonded indebtedness in an amount not to exceed $15,000,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the "Special Tax") and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2023-1;

WHEREAS, the City desires to enter into a reimbursement agreement with D.R. Horton Los Angeles Holding Company, Inc., (the "Developer"), the form of which is on file with the City Clerk (the "Reimbursement Agreement"), to provide for the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District;

WHEREAS, the City and the Developer propose to enter into joint community facilities agreements (the "JCFAs") with Elsinore Valley Municipal Water District (the "Water District") relating to certain facilities proposed to be financed by the District and owned and operated by the Water District, and the District expects to enter into the JCFA prior to the approval of the issuance of bonds pursuant to the Act.

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

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2023-1 which is on file with the City Clerk. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar."

Section 4. The Facilities proposed to be provided within Community Facilities District No. 2023-1 are public facilities as defined in the Act, which the City and the Water District, with respect to certain water and sewer facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to

the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax shall not be levied after fiscal year 2065-66 as described in Attachment "C" hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2023-1 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment "C" to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2023-1 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment "C," the City Council shall, on behalf of Community Facilities District No. 2023-1, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment "C," to the extent necessary upon the remaining property within proposed Community Facilities District No. 2023-1 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment "C" hereto.

Section 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2023-1, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on September 13, 2023, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2023-1 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2023-1 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2023-1 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2023-1, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2023-1 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2023-1, may appear and be heard.

Section 9. Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2023-1, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2023-1 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2023-1. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2023-1. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. The reasonably expected maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Fifteen Million Dollars ($15,000,000).

Section 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

Section 14. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

Section 15. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 9th day of August, 2023:

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of August 9, 2023 and that the same was adopted by the following vote:

AYES:

NOES:

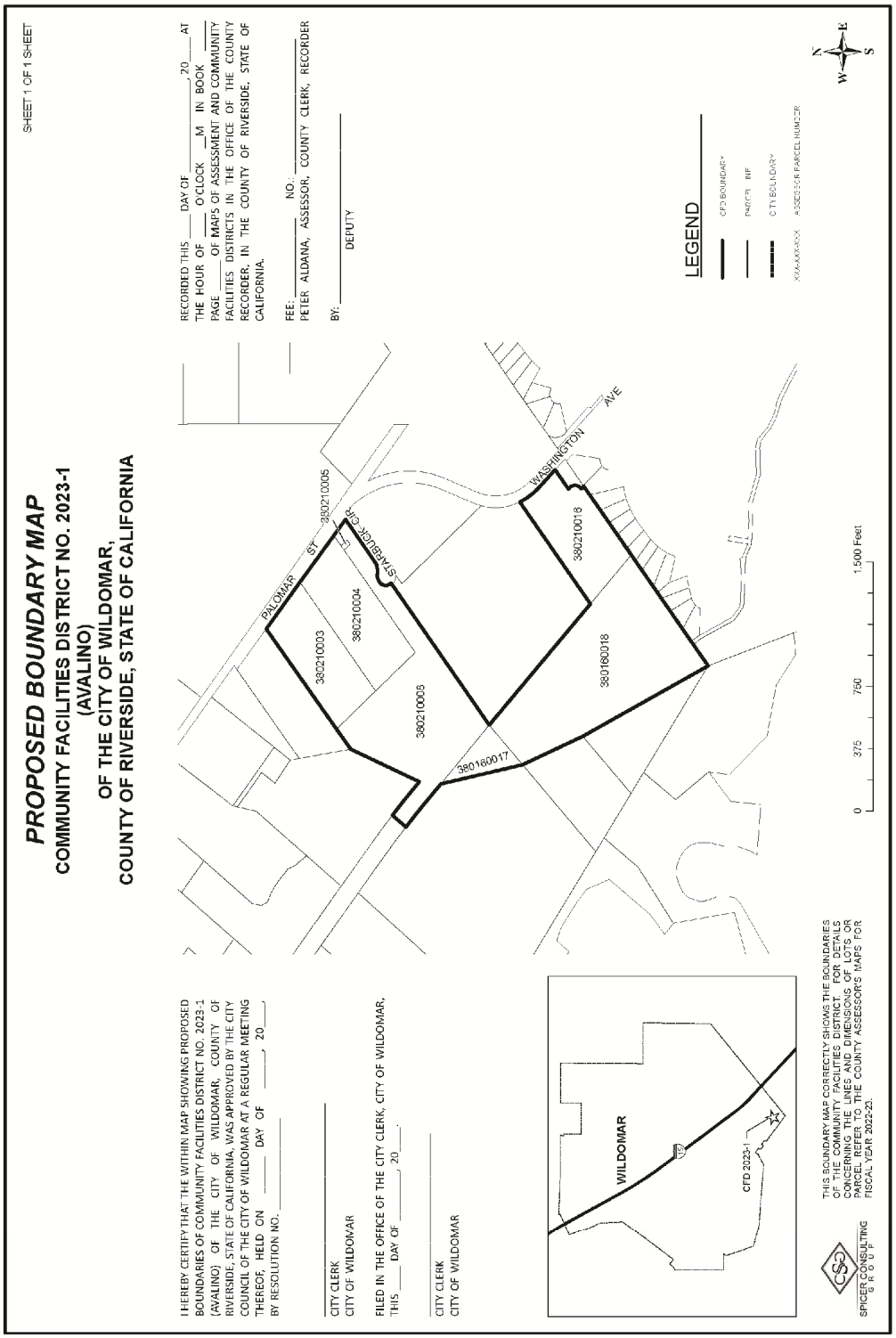
ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BOUNDARY MAP



The property in the District is described as follows:

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

Fiscal Year 2022-23 Assessor Parcel Nos.:

380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2023-1 (Avalino) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" and together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of the City of Wildomar Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar ("CFD No. 2023-1"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Wildomar, acting in its capacity as the legislative body of CFD No. 2023-1, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2023-1: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2023-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2023-1 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2023-1 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2023-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2023-1 for

any other administrative purposes of CFD No. 2023-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, (ii) that have an assigned Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

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

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2023-1 has been pledged.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

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

"CFD" or **"CFD No. 2023-1"** means Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar established by the City under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

"City" means the City of Wildomar, State of California.

"City Council" means the City Council of the City of Wildomar, acting as the legislative body of CFD No. 2023-1.

"Condominium Plan" means a condominium plan pursuant to California Civil Code, Section 6624.

"County" means the County of Riverside, State of California.

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

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

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

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2023-1 on such Assessor's Parcel.

"Multifamily Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of

Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

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

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

"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multifamily Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2023-1 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall (based on the prior year's delinquency rate) due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2023-1 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2023-1, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2023-2024 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2023-2024, each Assessor's Parcel within CFD No. 2023-1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Developed Property Special Tax rates and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multifamily Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special Tax for Fiscal Year 2023-2024 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2023-2024

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 2,000 sq. ft	$4,812.00
2. Single Family Residential Property	RU	2,000 sq. ft to 2,250 sq. ft	$4,918.00
3. Single Family Residential Property	RU	2,251 sq. ft to 2,500 sq. ft	$5,044.00
4. Single Family Residential Property	RU	2,501 sq. ft to 2,750 sq. ft	$5,169.00
5. Single Family Residential Property	RU	2,751 sq. ft to 3,000 sq. ft	$5,487.00
6. Single Family Residential Property	RU	Greater than 3,000 sq. ft	$5,545.00
7. Multifamily Property	Acre	N/A	$28,365.00
8. Non-Residential Property	Acre	N/A	$28,365.00

On each July 1, commencing July 1, 2024, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $5,448 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2023-1 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property

in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2023-1.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2024, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be $28,365 per Acre.

On each July 1, commencing July 1, 2024, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be $28,365 per Acre.

On each July 1, commencing July 1, 2024, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2023-2024 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 22.47 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 22.47 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 22.47 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means $10,500,000 expressed in 2023 dollars, which shall increase by the Construction Inflation Index on July 1, 2024, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2023-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this RMA.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2023-1.

"Construction Inflation Index" means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.

3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Determine the Future Facilities Costs.

7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").

8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.

11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such event, the increment above $5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times maximum annual debt service on the Bonds that will remain outstanding after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount
P_E = the Prepayment Amount calculated according to Section G.1
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation
A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2065-2066 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2023-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2023-1 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2023-1 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2023-1 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this RMA and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING INSTITUTION OF PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR)

1. The undersigned (the "Owner") is the owner of more than 10% of the land depicted in Exhibit A hereto and described in Exhibit B hereto (the "Property"), which land is expected to be all of the land included within the boundaries of a community facilities district hereby proposed to be established. The Property is located within the City of Wildomar (the "City") in the County of Riverside.

2. The Owner requests that the City Council of the City (the "City Council") institute proceedings to establish a community facilities district to be known as "Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar" (referred to herein as the "District") pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act") to include all of the Property.

3. The boundaries of the territory which is proposed for inclusion in the District are those depicted in Exhibit A hereto and described in Exhibit B hereto.

4. The Owner requests that the proposed District be used to finance the construction, purchase, modification, expansion and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" and together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

5. The Owner further requests that the City Council authorize the levy of special taxes in the District to pay the costs of the Facilities and the incidental costs described in paragraph 4 above (the "Special Tax") and to pay principal of, interest and premium, if any, on

the bonds in order to contribute to the financing of the Facilities and costs described in paragraph 4 above.

6. The Owner further requests that, upon the sale of bonds, the City Council, as legislative body of the District, annually levy Special Taxes on the property within the District for the construction, acquisition and rehabilitation of the Facilities, for the payment of the aggregate amount of principal of and interest owing on the bonds in each fiscal year, including the maintenance of reserves therefor, and for the payment of administrative expenses of the District.

7. The Owner has advanced to the City the amounts necessary to pay for the costs related to the formation of the District, which amounts will be reimbursed, without interest, from the proceeds of the first sale of the bonds, if any. The reimbursement of such amounts is expected to be governed by the terms of that certain Reimbursement Agreement to be entered into by and between the City and the Owner relating to the District. If bonds are not sold, the City will have no obligation to reimburse amounts expended for costs incurred, but will reimburse any unexpended amounts advanced by the Owner as set forth in the Reimbursement Agreement.

Dated: July 26, 2023

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.,
a California corporation

By: _____
Name: Jon Myhre
Title: Vice President

EXHIBIT A

BOUNDARY MAP

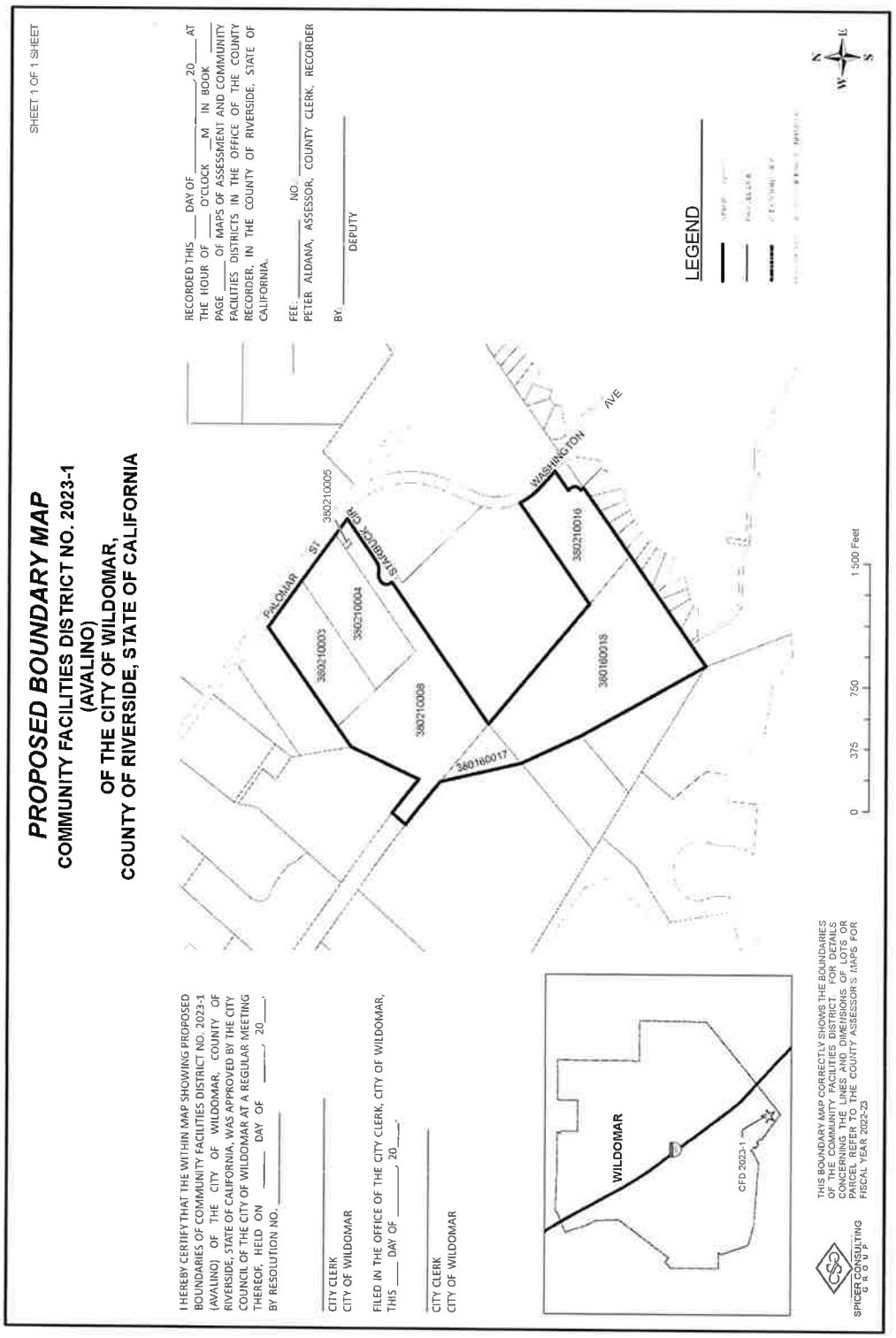


EXHIBIT B

LEGAL DESCRIPTION

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

Fiscal Year 2022-23 Assessor Parcel Nos.:

380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

RESOLUTION NO. 2023-___

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

Whereas, the City Council of the City of Wildomar (the "City Council") upon receipt of a petition as provided in Section 53318 of the Government Code of the State of California instituted proceedings to form Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar ("Community Facilities District No. 2023-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, pursuant to Resolution No. 2023-__ (the "Resolution of Intention to Establish") adopted by the City Council on the date hereof to finance (1) the purchase, construction, modification, expansion, improvement and/or rehabilitation of public facilities identified in Attachment "A" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities") and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the District (the "Incidental Expenses"); and,

Whereas, the City Council estimates that the amount required to finance the Facilities and Incidental Expenses is approximately $15,000,000; and,

Whereas, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds in the maximum aggregate principal amount of $15,000,000, the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Act on all property in the proposed Community Facilities District No. 2023-1, other than those properties exempted from taxation in the rate and method of apportionment set forth in Attachment "C" to the Resolution of Intention to Establish.

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

Section 1. The above recitals are true and correct.

Section 2. It is necessary to incur bonded indebtedness within the boundaries of proposed Community Facilities District No. 2023-1 in an amount not to exceed $15,000,000 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

Section 3. The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

Section 4. It is the intent of the City Council to authorize the sale of bonds in one or more series, in the maximum aggregate principal amount of $15,000,000 and at a maximum interest rate not in excess of 12 percent per annum, or a higher rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of each series shall be determined pursuant to a resolution of this City Council acting in its capacity as the

legislative body of the District authorizing the issuance of the bonds of such series, but such term shall in no event exceed 35 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

Section 5. A public hearing (the "Hearing") on the proposed issuance of bonded indebtedness shall be held at 6:00 p.m. or as soon thereafter as practicable, on September 13, 2023, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595.

Section 6. At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within proposed Community Facilities District No. 2023-1, may appear and be heard.

Section 7. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District No. 2023-1. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of proposed Community Facilities District No. 2023-1 at least 15 days prior to the Hearing.

PASSED, APPROVED AND ADOPTED this 9th day of August, 2023:

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of August 9, 2023 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

Types of Facilities
to Be Financed by Community
Facilities District No. 2023-1 (Avalino) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" and together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

REIMBURSEMENT AGREEMENT
RELATING TO PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(AVALINO) OF THE CITY OF WILDOMAR

THIS REIMBURSEMENT AGREEMENT RELATING TO PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR (the "Agreement") dated as of August 9, 2023 is entered into by and between the City of Wildomar, a general law city organized and existing under the laws and constitution of the State of California (the "City"), and D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation (the "Developer").

R E C I T A L S :

A. The Developer is developing approximately 41.76 acres of land described in Exhibit A attached hereto (the "Property") for which the Developer desires to include within proposed Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq*.) (the "Act").

B. The City and the Developer are desirous of entering into this Agreement in order to provide a mechanism by which the Developer may advance certain costs related to the cost of formation of the District, and to provide that such District, if formed, will reimburse the Developer for the amounts advanced hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Potential Formation of the District and Issuance of Bonds.

(a) At the request of the Developer, the City will undertake to form the District. The City will retain, at the Developer's expense, the necessary consultants to analyze the proposed formation of the District and issuance of bonds, including a special tax consultant, municipal advisor, bond counsel, market absorption consultant, appraiser and other consultants deemed necessary by the City. In addition, City staff time spent in connection with the formation of the District and the issuance of bonds shall be at Developer's expense.

(b) In order to begin the process of analyzing the potential formation of the District, the Developer has advanced to the City a sum totaling $60,000. From time to time, the Developer shall make additional advances to the City within 15 days following receipt from the City of a request for an additional advance to cover the costs of forming the District and/or issuing bonds. In the event the Developer does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the analysis or bond issue unless and until such additional advance is received. The Developer shall have the right to notify the City at any time, in writing, of its intention to abandon the formation of the District or

the issuance of bonds. Upon receipt of such notice, the City shall instruct its consultants to cease work as soon as practicable. The Developer shall be responsible to pay all costs and expenses incurred by the City or any City consultant or advisor prior to the date on which the City's consultants are notified of the Developer's notice of abandonment. Notwithstanding a decision of the Developer to abandon the formation of the District or the issuance of bonds, the City may, in its sole discretion, elect to proceed with formation of the District and/or the issuance of bonds with funds other than those of the Developer; provided, however, that, in executing this Agreement, the Developer shall not be deemed to have waived their right to object to the formation of the District or the issuance of bonds.

(c) The City will provide to the Developer on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Developer will be reimbursable to the Developer, without interest, from the proceeds of bonds issued by the District when and if the District is formed. In the event that bonds are not issued to provide a source of reimbursement to the Developer, the City shall have no liability to the Developer to reimburse them for any amounts previously advanced by the Developer and expended by the City in accordance with this Agreement.

3. Reimbursement Procedure. Upon the abandonment of the District formation proceedings, the City shall return any funds which have been advanced by the Developer which are not expended on the purposes set forth in Section 2 above. Such returned funds shall be without interest.

4. Abandonment of CFD Formation Process. The Developer understands that any formation of the District shall be in the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to form the District or to issue any bonds. The City shall have no liability to Developer for its decision not to form the District or issue bonds.

5. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless, jointly and severally, the City and each of its officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or arising out of any acts or omissions taken by the Developer or any of the Developer's officers, employees, contractors and agents with respect to the formation of the District.

6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Developer	D.R. Horton Los Angeles Holding Company, Inc. 2280 Wardlow Circle, Suite 100 Corona, California 92878 Attention: Dean Pernicone Telephone: (951) 739-5494
City:	City of Wildomar 23873 Clinton Keith Road Wildomar, California 92595 Attn: City Manager Telephone: (951) 677-7751 Email: dyork@cityofwildomar.org

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Brian Forbath, Esq.
Telephone: (949) 725-4193
Email: bforbath@sycr.com

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

7. Assignment. The Developer may assign its interest in this Agreement at any time provided, however, that the Developer shall provide written evidence of any assignment to the City.

8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

10. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. 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.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

15. Termination. This Agreement shall terminate and be of no further force and effect on December 31, 2028 unless expressly amended by the parties or terminated earlier by written notice from the Developer; provided, however, that the Developer's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF WILDOMAR, a political subdivision of the State of California

By: _____
Daniel A. York, City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Thomas D. Jex

EXHIBIT A

DESCRIPTION OF PROPERTY

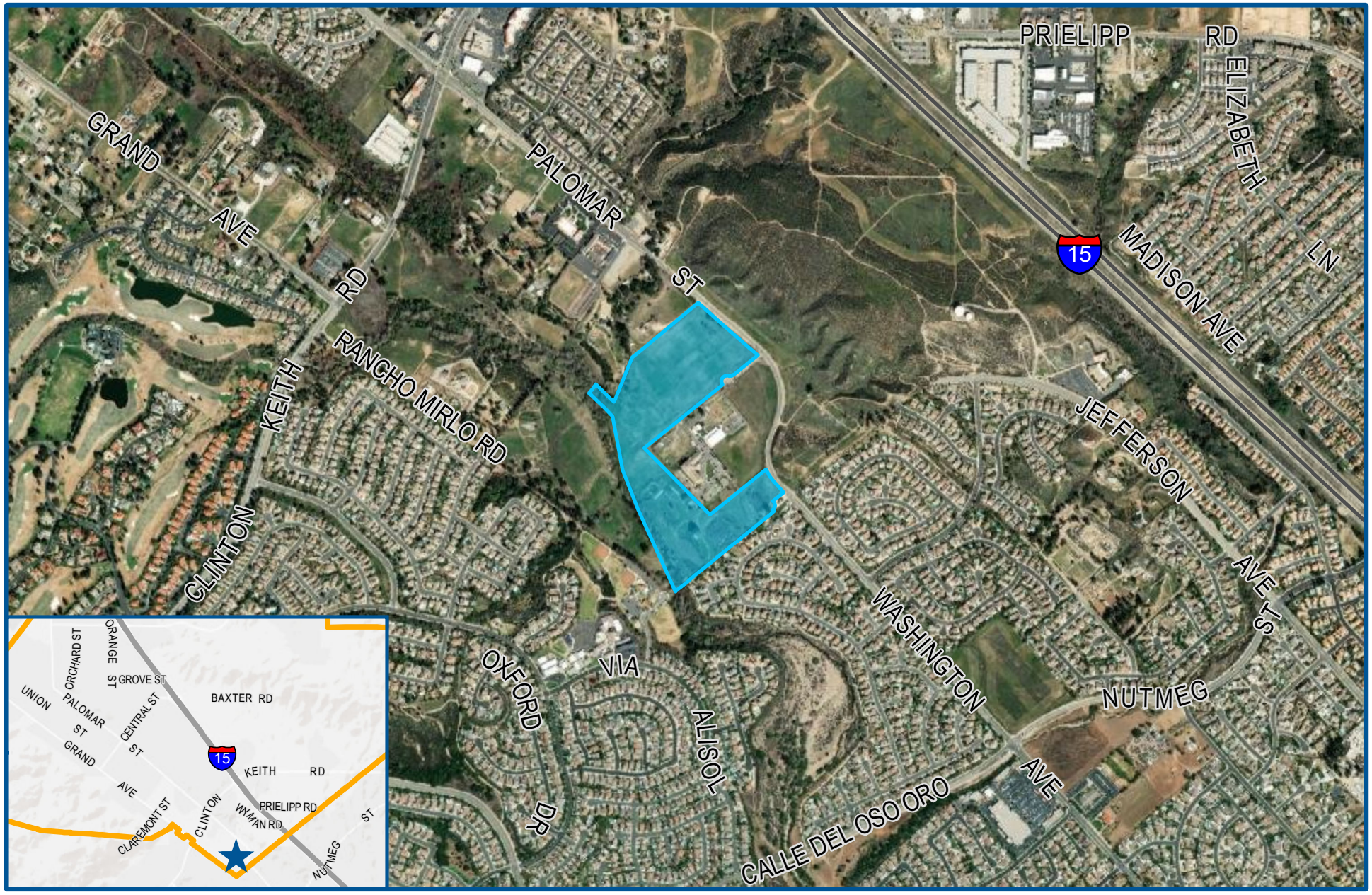
Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

Fiscal Year 2022-23 Assessor Parcel Nos.:

380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

PROJECT MAP

CFD NO. 2023-1 (AVALINO)



SPICER CONSULTING GROUP

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: August 9, 2023

SUBJECT: Tres Lagos Affordability Covenant and Subordination Agreement

SUBMITTED BY: Thomas D Jex

ACTION:
Approve and authorize the City Manager to sign the Affordability Covenant and Subordination Agreements regarding the Tres Lagos affordable housing project in substantially the same form as included in the agenda packet and authorize the City Manager to make modest adjustments as necessary.

DISCUSSION:
Affordability Covenant

Phase I of the Tres Lagos affordable housing project (Palm Communities), located at 23345 and 23365 Catt Road, is intended to be developed with 89 rental multi-family residential units in which 88 units, including 40 one-bedroom units, 26 two-bedroom units, and 22 three-bedroom units will be restricted for occupancy by Eligible Households at Affordable Rents.

The Project was processed pursuant to SB 35 (Government Code § 65913.4), which requires a land use restriction or covenant to be recorded prior to the first building permit for the Project ensuring that the low-income units required by SB 35 remain available at affordable rent for 55 years.

According to California Government Code Section 65915 et seq. (“Density Bonus Statute”) and Chapter 17.290 of the City of Wildomar Municipal Code (“Density Bonus Ordinance”), the developer applied for and the City approved a density bonus and certain incentives and concessions for the Project pursuant to subsection (b)(1)(G) of the Density Bonus Statute, which requires all units in the Project, except for manager’s unit(s), to be restricted to Low-Income Households, except that up to 20% may be for Moderate-Income Households.
This Affordability Covenant is intended to satisfy the affordability requirements set forth in SB 35, the Density Bonus Ordinance, and the Density Bonus Statute, and to regulate and restrict the occupancy and rents of the Project’s Restricted Units for the benefit of the Project

occupants. The covenants set forth in the Affordability Covenant will run with the land.

Subordination Agreements

The Housing Authority of the County of Riverside has or will make a purchase money loan to the Developer in the amount of $600,000 to assist in financing the development of the Project. Repayment of the loan is secured by a Purchase Money Deed of Trust.

Citibank has or will make a loan to the Developer in the amount of $29,010,552 to assist in financing the development of the Project. In addition, Citibank has or will make a loan to Developer in the amount of $15,900,000 to further assist in financing the development of the Project. Repayment of these loans are secured by Deeds of Trust.

In accordance with the Density Bonus Statute and SB 35, the Affordability Covenant is required to be recorded against the Property senior to all deeds of trust and similar encumbrances. Accordingly, the Housing Authority of the County of Riverside and Citibank have agreed to subordinate their liens of the Deeds of Trust to the Affordability Covenant.

ATTACHMENTS:

1. Density Bonus Affordability Covenant
2. Subordination to Density Bonus Agreement Citibank
3. Subordination to Density Bonus Agreement County DOT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

APN: 0380-100-021

AFFORDABLE HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF WILDOMAR

and

WILDOMAR TRES LAGOS PARTNERS LP,
a California limited partnership

(SB 35 and Density Bonus Below Market-Rate Rental Units)

This Affordable Housing Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of July ____, 2023 ("**Effective Date**") by and between the City of Wildomar, a municipal corporation ("**City**") and Wildomar Tres Lagos Partners LP, a California limited partnership ("**Owner**"). The City and the Owner are collectively referred to herein as the "**Parties**."

RECITALS

The following recitals are an integral part of this Agreement and are binding on the Parties. Capitalized terms used in these Recitals and elsewhere in this Agreement shall have the meanings ascribed to such terms as set forth in Section 1.2 below.

A. Owner is the owner of the real property located in the City of Wildomar, Riverside County, California, at 23345 and 23365 Catt Road, known as Riverside County Assessor's Parcel No. 0380-100-021, and more particularly described in Exhibit A attached hereto (the **"Property")**.

B. Owner intends to develop an eighty-nine 89- unit multi-family residential rental development (the **"Project")** on the Property in which eighty eight (88) dwelling units, including forty (40) one-bedroom units, twenty-six (26) two-bedroom units, and twenty-two (22) three-bedroom units will be restricted for occupancy by Eligible Households at Affordable Rents as more particularly set forth in this Agreement.

C. The Project was processed pursuant to SB 35 (Government Code § 65913.4), which requires a land use restriction or covenant to be recorded prior to the first building permit for the Project ensuring that the low-income units required by SB 35 remain available at affordable rent for fifty-five years.

D. Pursuant to California Government Code Section 65915 *et seq.* (the "**Density Bonus Statute**") and Chapter 17.290 of the City of Wildomar Municipal Code (the "**Density Bonus Ordinance**") Owner applied for and the City approved a density bonus and certain incentives and concessions for the Project pursuant to subsection (b)(1)(G) of the Density Bonus Statute, which requires all units in the Project, except for manager's unit(s), to be restricted to Low-Income Households except that up to 20% may be for Moderate-Income Households. Owner is required to enter into and record this Agreement against the Property to ensure the continued affordability of the units required by the Density Bonus Statute and Density Bonus Ordinance for fifty-five years.

E. This Agreement is intended to satisfy the affordability requirements set forth in SB 35, the Density Bonus Ordinance, and the Density Bonus Statute, and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Incorporation of Recitals; Definitions.

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the foregoing Recitals which are hereby incorporated into this Agreement.

1.2 Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"Additional Low-Income Density Bonus Units" is defined in Section 2.1.

"**Affordable Rent**" is defined in Section 2.1.

"**Area Median Income**" **or** "**AMI**" is defined in Section 2.1.

"**Assumed Household Size**" means the number of bedrooms in a dwelling unit plus one, consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources (if any) (e.g., a household of two persons in the case of a one-bedroom unit, a household of three persons in the case of a two-bedroom unit, and a household of four persons in the case of a three-bedroom unit).

"**City**" means the City of Wildomar, California

"**City's Authorized Representative"** means the City Manager of the City of Wildomar.

"**Claims**" is defined in Section 10.

"Conditions of Approval" means the terms and conditions of all approvals, entitlements and permits that the City has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, any mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits.

"**CTCAC**" means the California Tax Credit Allocation Committee.

"**Density Bonus Ordinance**" means Chapter 17.290 of the City of Wildomar Municipal Code.

"Density Bonus Statute" means California Government Code Section 65915 *et. seq.*

"**Eligible Household**" means a household for which Gross Annual Household Income

upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section 2.1.

"Gross Annual Household Income" is defined in Section 2.1.

"**Indemnitees"** is defined in Section 10.

"**Low-Income Household"** means a household for which Gross Annual Household Income upon initial occupancy does not exceed eighty percent (80%) of Area Median Income as adjusted for Actual Household Size.

"Moderate-Income Density Bonus Units" is defined in Section 2.1.

"**Moderate-Income Household"** means a household for which Gross Annual Household Income upon initial occupancy does not exceed one hundred twenty percent (120%) of Area Median Income as adjusted for Actual Household Size.

"Official Records" means the Official Records of the Riverside County Recorder.

"**Owner**" is defined in the preamble to this Agreement. Each reference herein to the "Owner" shall mean the Owner and the Owner's successors and assigns.

"Project" is defined in Recital B.

"Property" is defined in Recital A.

"**Restricted Unit**" means a dwelling unit that is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Section 2.1.

"**SB 35**" means California Government Code Section 65913.4 (Chapter 366, Statutes of 2017, as subsequently amended).

"SB 35 Units" is defined in Section 3.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 4.1), the eighty eight (88) residential units described in Section 2.1 shall be Restricted Units that shall be used solely as rental housing in compliance with the occupancy and affordability requirements set forth in this Agreement. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. Throughout the Term of this Agreement (as defined in Section 4.1): (i) not less than forty-five (45) residential units in the Project (i.e., fifty percent (50%) of the total number of residential units in the Project) (the **"SB 35 Units")** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household

Income at initial occupancy is no greater than eighty percent (80%) of AMI as determined pursuant to the applicable definitions below, (ii) not less than twenty-six (26) additional residential units in the Project (the **"Additional Low-Income Density Bonus Units"**) shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than eighty percent (80%) of AMI as determined pursuant to the applicable definitions below; and (iii) not less than seventeen (17) additional residential units in the Project (the "**Moderate-Income Density Bonus Units"** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than one hundred twenty percent (120%) of AMI as determined pursuant to the applicable definitions below. The SB 35 Units include 18 density bonus units subject to the requirements of clause I of California Government Code Section 65915(c)(1)(B)(ii). Area Median Income, Affordable Rent, and Gross Annual Household Income shall be determined for the SB 35 Units, the Additional Low-Income Density Bonus Units and the Moderate-Income Density Bonus Units in accordance with the following definitions:

"**Area Median Income"** or **"AMI"** means the following: (i) pursuant to California Government Code Section 65913.4(k) and clause I of California Government Code Section 65915(c)(1)(B)(ii), for the SB 35 Units and the Moderate-Income Density Bonus Units, the median income for Riverside County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c), and (ii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus Units, the median income for Riverside County, California, adjusted for Actual Household Size, as determined by CTCAC regulations.

"**Affordable Rent**" means the following: (i) pursuant to California Government Code Section 65913.4(k)(2)(A), clause I of California Government Code Section 65915(c)(1)(B)(ii), and Health and Safety Code Section 50053(b)(3), for the SB 35 Units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis, (ii) pursuant to clause I of California Government Code Section 65915(c)(1)(B)(ii) and Health and Safety Code Section 50053(b)(4), for the Moderate-Income Density Bonus Units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis, and (iii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus Units. a monthly rent that does not exceed the maximum rent levels for lower-income households as determined by CTCAC regulations.

"**Gross Annual Household Income**" means the following: (i) pursuant to clause I of California Government Code Section 65915(c)(1)(B)(ii) and California Government Code

Section 65913.4(k), for the SB 35 Units and the Moderate-Income Density Bonus Units, the applicable household's total gross income as determined in accordance with Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time, and (ii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus Units, the applicable household's total gross income as determined in accordance with Section 42(g)(2) of the Internal Revenue Code of 1986, as amended, and applicable federal and CTCAC regulations.

2.2 Rents for Restricted Units. Rents for the SB 35 Units, the Additional Low-Income Density Bonus Units and the Moderate-Income Density Bonus Units shall be limited to Affordable Rents for households of the applicable income limit in accordance with Section 2.1.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Owner shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved.

2.3 Location; Amenities.

The moderate-income units shall not be concentrated in one location within the Project, nor clustered on one floor or within one area within any particular building comprising the Project, but instead shall be dispersed throughout the Project. All Restricted Units shall be comparable in their appearance, materials, and exterior and interior finishes. Residents of Restricted Units shall have access to all Project amenities and recreational facilities.

2.4 No Condominium Conversion; Occupancy as Principal Residence; No Short-term Rentals. Owner shall not convert the Restricted Units to condominium or cooperative ownership during the term of this Agreement. The Restricted Units must be occupied as the principal residence of the tenant. The rental agreement or lease must provide that the tenant acknowledges and agrees that the Restricted Unit must be occupied as the household's principal residence, and that the unit may not be subleased or made available as a short-term rental.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Fair Housing. Owner shall comply with all applicable state and federal fair housing laws in the marketing and rental of all residential units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.2 Non-Discrimination. Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on

account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(a) The identity of each household member; and

(b) The total Gross Annual Household Income.

Alternatively, Owner may satisfy this requirement by delivering copies of the CTCAC Tenant Income Certification and CTCAC Project Status Report which will be delivered annually to CTCAC. Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Restricted Units, by not later than April 30 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with a certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each Restricted Unit: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total Gross Annual Household Income; (vii) documentation of source of household income, (viii) lease commencement and termination dates, and (ix) initial move-in date.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City. Alternatively, Owner may satisfy this requirement by delivering copies of the CTCAC Tenant Income Certification and CTCAC Project Status Report which will be delivered annually to CTCAC.

3.3. Maintenance of Records.

(1) Owner shall maintain tenant leases, income certifications, and other

documents related to the leasing of the Restricted Units for a period of five (5) years after the final date of occupancy by the tenant.

(2) Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within fifteen (15) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

(1) Owner shall provide City and its authorized agents and representatives access during normal business hours to any books, documents, papers and records relating to the Restricted Units for the purpose of making audits, examinations, excerpts and transcriptions.

(2) With 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Restricted Units and to interview tenants of the Restricted Units and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the date upon which City issues a final certificate of occupancy or equivalent for the Project upon completion of construction. If such date cannot be ascertained, the term of this Agreement shall end on the fifty-seventh (57th) anniversary of the Effective Date of this Agreement.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof, regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein.

4.3 Recordation. This Agreement shall be recorded in the Official Records as a condition precedent to City's issuance of building permits for the Project.

4.4 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Restricted Units to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest,

transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project or part thereof (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. Owner may delegate management of the Restricted Units to a management company or other organization that has experience in the management of affordable rental units, including without limitation, experience in screening and qualifying applicants for income-restricted units. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.3 Repair and Maintenance. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all commercially reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair, reasonable wear and tear excepted.

6.3.1 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Wildomar business registration if required under local law. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3 or Section 6.3.1, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law. City shall have a lien against the Property for the amount of such unpaid sums and shall have the right to record a Notice of Claim of Lien against the Property.

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.8 Insurance Coverage. Throughout the term of this Agreement, at Owner's expense, Owner shall maintain property and commercial general liability insurance consistent with the usual and customary coverage carried by owners of similar projects in the area and consistent with the requirements of any lender that holds a lien on the Property.

6.9 Property Damage or Destruction. If any of the Restricted Units are damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Subordination. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City which City may grant or withhold in the exercise of its sole discretion, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request.

8. Encumbrance.

8.1 Encumbrances. Owner agrees to use commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender ("**Lender**") shall contain each of the following provisions: (i) Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days. Owner agrees to provide to City a copy of any notice of default Owner receives from any Lender within five (5) business days following Owner's receipt thereof.

8.2 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred, and any mortgagee of record shall have the reasonable right, but not the obligation, to cure any default by Owner under this Agreement within the same period of time provided to Owner for such cure.

8.3 Estoppel Statement. Within thirty (30) days after request by Owner, City shall provide an estoppel statement to any lender or prospective purchaser of the Property which confirms Owner's compliance with this Agreement (or specifying any non-compliance) together with such other matters reasonably requested by such lender or prospective purchaser.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Owner's failure to maintain insurance as required hereunder, and the failure of Owner to cure such default within five (5) days;

(b) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project prior to delinquency, or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(c) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days from receipt of the notice of default.

Notwithstanding anything to the contrary contained herein, Owner's Limited Partner shall have the right, but not the obligation, to cure an event of default hereunder and City agrees to accept or reject such cure on the same basis as if provided by Owner itself.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

B. For violations of obligations with respect to rents for Restricted Units, impose a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; provided however, any charge imposed after a foreclosure shall be limited to the amount collected in excess of the Affordable Rent following such foreclosure.

C. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's or Owner's employees' agents', contractors' or subcontractors' (all of the foregoing, collectively "**Owner's Parties**") construction, management, or operation of the Property and the Project, failure to comply with applicable laws, including without limitation, state and federal fair housing laws, or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights that it may have by reason of any indemnity and hold harmless provisions set forth in this Agreement because of City's acceptance, or Owner's deposit with City, of any of the insurance policies described in this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Manager

Owner: c/o Palm Communities

100 Pacifica, Suite 203
Irvine, CA 92618
Attn: Danavon L. Horn

With a copy to: c/o Hunt Capital Partners, LLC
15910 Ventura Boulevard, Suite 1100
Encino, California 91436

and: Nixon Peabody LLP
799 9th Street NW Suite 500,
Washington, DC 20001-5327
Attention: Emily L. McKinney

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. Unless expressly stated otherwise, each reference to a particular Section of this Agreement shall mean all subsections and subparagraphs of such Section. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Wildomar shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or

renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the Conditions of Approval for the Project, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through D, attached hereto are incorporated herein by this reference.

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

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF WILDOMAR, a municipal corporation

_____
City Manager

Approved as to form:

_____
City Attorney

OWNER:

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: Las Palmas Housing & Development Corporation,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Joseph M. Michaels, President

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

Exhibit A

PROPERTY

Real property situated in the City of Wildomar, County of Riverside, State of California, and 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.

Current APNS: 380-100-008 and 380-100-009 and 380-100-010
New APN: 380-100-021

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN: 0380-100-021

SPACE ABOVE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

This Subordination Agreement (this "**Subordination Agreement**") is dated for reference purposes as of July 1, 2023, and is executed by and among the City of Wildomar, a municipal corporation (the "**City**"), Citibank, N.A., a national banking association (**"Lender")** and Wildomar Tres Lagos Partners LP, a California limited partnership (**"Borrower")**.

RECITALS

A. Lender has or will make a loan to Borrower in the original principal amount of TWENTY-NINE MILLION TEN THOUSAND FIVE HUNDRED FIFTY-TWO and NO/100 Dollars ($29,010,552) (the "**Tax-Exempt Loan**") to assist in financing the development of an affordable multifamily residential development (the "**Project**") on property located in the City of Wildomar, California at 23345 and 23365 Catt Road , known as Riverside County Assessor's Parcel No. 0380-100-021, and more particularly described in Exhibit A attached hereto (the "**Property**"). Repayment of the Tax-Exempt Loan is secured by that Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of July 1, 2023 and recorded in the Official Records of Riverside County ("**Official Records**") on July ___, 2023 as Instrument No. _____ (the "**Multifamily Deed of Trust**").

B. In addition, Lender has or will make a loan to Borrower in the original principal amount of FIFTEEN MILLION NINE HUNDRED THOUSAND and NO/100 Dollars ($15,900,000) (the "**Taxable Loan**") to further assist in financing the development of the Project. Repayment of the Taxable Loan is secured by that Subordinate Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of July 1, 2023 and recorded in the Official Records on

July ___, 2023 as Instrument No. _____ (the "**Subordinate Deed of Trust**").

C. As used herein, the term "**Loan**" means, collectively the Tax-Exempt Loan and the Taxable Loan and the term "**Deed of Trust**" means, collectively, the Multifamily Deed of Trust and the Subordinate Deed of Trust.

D. Pursuant to California Government Code Section 65915 et seq. (the "**Density Bonus Statute**") and California Government Code Section 65913.4 (Chapter 366, Statutes of 2017, as subsequently amended) ("**SB 35**"), City and Borrower have executed that certain Affordable Housing Agreement and Declaration of Restrictive Covenants (the "**Affordable Housing Agreement**") dated as of July 1, 2023, recorded on _____, 2023 in the Official Records as Instrument No. _____. In accordance with the Density Bonus Statute and SB 35, the Affordable Housing Agreement is required to be recorded against the Property senior to all deeds of trust and similar encumbrances. Accordingly, Lender has agreed to subordinate the lien of the Deed of Trust to the Affordable Housing Agreement as set forth herein.

AGREEMENT

1. Subordination. The Affordable Housing Agreement shall unconditionally be and remain a lien, claim, or charge on the Property prior and superior to the Deed of Trust. Lender acknowledges that it has had an opportunity to review the Affordable Housing Agreement, and Lender intentionally subordinates the lien of the Deed of Trust to the Affordable Housing Agreement.

2. Amendments Require Consent. City agrees that it will not amend or modify the Affordable Housing Agreement without Lender's prior written consent.

3. Notice and Cure Rights. City agrees that concurrently with City's provision of any notice of default to Borrower under the Affordable Housing Agreement, City will provide a copy of such notice to Lender at the address specified below. City agrees that Lender will have the right to cure any default of Borrower under the Affordable Housing Agreement within the same period of time provided to Borrower under such Agreement, extended by a period of thirty (30) days.

4. Integration; Amendments; No Waiver. This Subordination Agreement is the whole and only agreement with regard to the subordination of the liens, claims, and charges of the Deed of Trust to the Affordable Housing Agreement. This Subordination Agreement may not be modified or amended except by a written agreement signed by the party against whom enforcement is sought. No waiver shall be deemed to be made by any party of any of its rights hereunder unless the same shall be in writing signed by such party, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of such party or the obligations of Borrower to City or Lender in any other respect at any other time.

5. Successors and Assigns. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, successors, and assigns of the parties.

6. Governing Law. This Subordination Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law. The parties hereto consent to the jurisdiction of any Federal or State court having jurisdiction within the County of Riverside, California, submit to venue in such jurisdiction, and also consent to service of process by any means authorized by Federal law or the law of the State of California. Without limiting the generality of the foregoing, the parties hereby waive and agree not to assert by way of motion, defense, or otherwise in such suit, action, or proceeding, any claim that (i) any such party is not subject to the jurisdiction of the courts of the above-referenced jurisdiction or the United States District Court for such jurisdiction, or (ii) such suit, action, or proceeding is brought in an inconvenient forum, or (iii) the venue of such suit, action, or proceeding is improper.

7. Notices. All notices given under this Subordination Agreement shall be in writing and be given by personal delivery, overnight receipted courier (such as Airborne, UPS, or Federal Express) or by registered or certified United States mail, postage prepaid, sent to the City and Borrower at their respective addresses set forth in the Affordable Housing Agreement and to Lender at its address appearing below its signature. Notices shall be effective upon the first to occur of receipt, when proper delivery is refused, or the expiration of forty-eight (48) hours after deposit in registered or certified United States mail as described above. Addresses for notice may be changed by any party by notice to any other party in accordance with this Section.

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

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first above written.

CITY:

CITY OF WILDOMAR, a municipal corporation

_____
City Manager

Approved as to form:

_____
City Attorney

LENDER:

CITIBANK, N.A. a national banking association

By: _____
Name: _____
Title: _____
Deal ID No. 50008743

Address for notices to Lender:

Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013
Attention: Transaction and Asset Management Group
Re: Tres Lagos Apartments Phase I Deal ID No. 50008743
Facsimile: (212) 723-8209

and:

Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Re: Tres Lagos Apartments Phase I Deal ID No. 50008743
Facsimile: (805) 557-0924

Prior to the Conversion Date, with a copy to:

Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013
Attention: Account Specialist
Re: Tres Lagos Apartments Phase I Deal ID No. 50008743
Facsimile: (212) 723 8209

Following the Conversion Date, with a copy to:

Citibank N.A.
c/o Berkadia Commercial Servicing Department
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002
Attention: Client Relations Manager
Re: Tres Lagos Apartments Phase I Deal ID No. 50008743
Facsimile: (215) 328-0305

With a copy of any default notice to:

Citibank, N.A.
388 Greenwich Street, 17th Floor
New York, New York 10013
Attention: General Counsel's Office
Re: Tres Lagos Apartments Phase I Deal ID No. 50008743
Facsimile: (646) 291-5754

SIGNATURES MUST BE NOTARIZED.

SIGNATURES CONTINUE ON FOLLOWING PAGE.

BORROWER:

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: Las Palmas Housing & Development Corporation,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Joseph M. Michaels, President

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

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WITNESS my hand and official seal.

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(Notary Signature)

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State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

Exhibit A

PROPERTY

Real property situated in the City of Wildomar, County of Riverside, State of California, and 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.

Current APNS: 380-100-008 and 380-100-009 and 380-100-010
New APN: 380-100-021

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN: 0380-100-021

SPACE ABOVE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

This Subordination Agreement (this "**Subordination Agreement**") is dated for reference purposes as of July 1, 2023, and is executed by and among the City of Wildomar, a municipal corporation (the "**City**"), Housing Authority of the County of Riverside, a public body corporate and politic ("**Lender**") and Wildomar Tres Lagos Partners LP, a California limited partnership ("**Borrower**").

RECITALS

A. Lender has or will make a purchase money loan to Borrower in the original principal amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00) (the "**Loan**") to assist in financing the development of an affordable multifamily residential development (the **"Project**") on property located in the City of Wildomar, California at 23345 and 23365 Catt Road, known as Riverside County Assessor's Parcel No. 0380-100-021, and more particularly described in Exhibit A attached hereto (the "**Property**"). Repayment of the Loan is secured by a Purchase Money Deed of Trust with Assignment of Rents and Rider Attached Hereto Containing Terms Including Security Agreement and Fixture Filing dated as of June 19, 2023 and recorded in the Official Records of Riverside County ("**Official Records**") on July ____, 2023 as Instrument No. _____ (the "**Deed of Trust**").

B. Pursuant to California Government Code Section 65915 *et seq.* (the "**Density Bonus Statute**") and California Government Code Section 65913.4 (Chapter 366, Statutes of 2017, as subsequently amended) ("**SB 35**"), City and Borrower have executed that certain Affordable Housing Agreement and Declaration of Restrictive Covenants (the "**Affordable Housing Agreement**") dated as of July 1, 2023 and recorded in the Official Records on _____, 2023 as Instrument No. _____. In accordance with the Density Bonus Statute and SB 35, the Affordable Housing Agreement is required to be

recorded against the Property senior to all deeds of trust and similar encumbrances. Accordingly, Lender has agreed to subordinate the lien of the Deed of Trust to the Affordable Housing Agreement as set forth herein.

AGREEMENT

1. Subordination. The Affordable Housing Agreement shall unconditionally be and remain a lien, claim, or charge on the Property prior and superior to the Deed of Trust. Lender acknowledges that it has had an opportunity to review the Affordable Housing Agreement, and Lender intentionally subordinates the lien of the Deed of Trust to the Affordable Housing Agreement.

2. Amendments Require Consent. City agrees that it will not amend or modify the Affordable Housing Agreement without Lender's prior written consent.

3. Notice and Cure Rights. City agrees that concurrently with City's provision of any notice of default to Borrower under the Affordable Housing Agreement, City will provide a copy of such notice to Lender at the address specified below. City agrees that Lender will have the right to cure any default of Borrower under the Affordable Housing Agreement within the same period of time provided to Borrower under such Agreement, extended by a period of thirty (30) days.

4. Integration; Amendments; No Waiver. This Subordination Agreement is the whole and only agreement with regard to the subordination of the liens, claims, and charges of the Deed of Trust to the Affordable Housing Agreement. This Subordination Agreement may not be modified or amended except by a written agreement signed by the party against whom enforcement is sought. No waiver shall be deemed to be made by any party of any of its rights hereunder unless the same shall be in writing signed by such party, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of such party or the obligations of Borrower to City or Lender in any other respect at any other time.

5. Successors and Assigns. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, successors, and assigns of the parties.

6. Governing Law. This Subordination Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law. The parties hereto consent to the jurisdiction of any Federal or State court having jurisdiction within the County of Riverside, California, submit to venue in such jurisdiction, and also consent to service of process by any means authorized by Federal law or the law of the State of California. Without limiting the generality of the foregoing, the parties hereby waive and agree not to assert by way of motion, defense, or otherwise in such suit, action, or proceeding, any claim that (i) any such party is not subject to the jurisdiction of the courts of the above-referenced jurisdiction or the United States District Court for such jurisdiction, or (ii) such suit, action, or proceeding is brought in an inconvenient forum, or (iii) the venue of such suit, action, or proceeding is improper.

7. Notices. All notices given under this Subordination Agreement shall be in writing and be given by personal delivery, overnight receipted courier (such as Airborne, UPS, or Federal Express) or by registered or certified United States mail, postage prepaid, sent to the City and Borrower at their respective addresses set forth in the Affordable Housing Agreement and to Lender at its address appearing below its signature. Notices shall be effective upon the first to occur of receipt, when proper delivery is refused, or the expiration of forty-eight (48) hours after deposit in registered or certified United States mail as described above. Addresses for notice may be changed by any party by notice to any other party in accordance with this Section.

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

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first above written.

CITY:

CITY OF WILDOMAR, a municipal corporation

_____
City Manager

Approved as to form:

_____
City Attorney

LENDER:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE,
a public body corporate and politic

By: _____
Heidi Marshall, Executive Director

Approved as to form:

Minh C. Tran
Deputy Counsel

By: _____
Amrit P. Dhillon, Deputy County Counsel

Address for notices to Lender:
5555 Arlington Avenue
Riverside, CA 92504
Attn: Mervyn Manalo

SIGNATURES MUST BE NOTARIZED.

SIGNATURES CONTINUE ON FOLLOWING PAGE.

BORROWER:

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: Las Palmas Housing & Development Corporation,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Joseph M. Michaels, President

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

ACKNOWLEDGMENT

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State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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WITNESS my hand and official seal.

_____
(Notary Signature)

ACKNOWLEDGMENT

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State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

Exhibit A

PROPERTY

Real property situated in the City of Wildomar, County of Riverside, State of California, and 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.

Current APNS: 380-100-008 and 380-100-009 and 380-100-010
New APN: 380-100-021

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.16
Meeting Date: August 9, 2023

SUBJECT: Land and Water Conservation Fund Grant Application for the 27-Acre Park Project

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:
Adopt a Resolution entitled:

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

SUMMARY:
To be eligible for potential grant funding from the California Department of Parks and Recreation for the 27-Acre Park Project, the City Council must adopt a resolution approving the filing of an application for Land and Water Conservation Funds.

BACKGROUND:
The Land and Water Conservation Fund (LWCF) is a Federal grant program established to provide matching funds for the acquisition of lands and the development of facilities for public outdoor recreation purposes. In California, the California Department of Parks and Recreation (State) is the agency responsible for the administration of the LWCF grant program, establishing rules and procedures to govern applications by local agencies. The LWCF provides up to 50% matching funds for projects.

DISCUSSION:
City Staff, along with the City's on-call grant consultant, identified the LWCF grant program as a potential program to help fund the proposed 27-Acre Park Project (Project), located northwest of Wildomar Trail and La Estrella Rd. A copy of the proposed park layout is included in Attachment A, for reference. A cost estimate for the Project was prepared in 2019. The total estimated cost was $20,656,568. The City does not have the funds to build the Project at this

time. As a result, the City has phased the Project to construct certain park improvements and amenities that would allow the public to enjoy use of the park sooner while funding is sought or made available for the ultimate improvements. Phase 1 of the Project includes the construction of parking areas, bike trails and courses, pedestrian trails, a lookout area with shade structures and a playground, and related site improvements such as drainage and landscaping. A draft exhibit showing the proposed Phase 1 improvements is included in Attachment B. The estimated cost for Phase 1 of the Project is $5,675,000.

The LWCF grant program was open for applications this year, so City staff worked with the City's on-call grant consultant, California Consulting, to submit a grant application for Phase 1 of the 27-Acre Park Project. An application was submitted to the State on June 1, 2023, meeting the grant submittal deadline. The City is requesting $2,837,500 (50%) in grant funding from the State. If awarded, the City will be responsible to fund the entire Phase 1 construction and can only request reimbursement for 50% of the costs from the State after construction has been completed. If awarded, the City also agrees to maintain the property for outdoor recreation uses only, which will restrict the placement of most enclosed structures on the park site in the future. Certain structures that support the outdoor uses, such as restrooms, are permitted. Certain other structures, such as a community center building, may potentially be permitted at the approval of the National Park Service.

A requirement of the grant application is that the City Council adopt a resolution approving the filing of the application for Land and Water Conservation Funds. To continue being considered for funding under this program for the Project, the City needs to submit a copy of the approved resolution to the State as soon as possible. Therefore, staff recommends that the City Council adopt the attached resolution approving the filing of the application for LWCF funding to the State for the 27-Acre Park Project.

FISCAL IMPACT:

Costs for the preparation of the grant application are covered by the approved Measure A and Capital Improvement Program budgets. By adopting this resolution, the City is committing to provide $2,837,500 in matching funds for the Project. At this time, staff is recommending that the necessary match funds come from the DIF - Park Improvements fund account. The City is also committing to fund the entire $5,675,000 during construction with the understanding that the State will reimburse 50% of the costs after construction is complete and the City submits a reimbursement request. Staff recommends that the remaining 50% be funded from Fund 507 (Misc. State Funds) during construction.

If awarded and prior to construction, staff will present an updated budget and updated funding recommendations.

There is no impact to the General Fund at this time.

ATTACHMENTS:

Resolution
A - 27-Acre Park Project Exhibit
B - 27-Acre Park, Phase 1 Draft Exhibit

RESOLUTION NO. 2023 - _____

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

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State.

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

SECTION I. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed 27-Acre Park Project; and

SECTION II. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

SECTION III. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

SECTION IV. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and

SECTION V. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

SECTION VI. Appoints the City Manager, Community Services Director, and the Public Works Director as agents of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts,

amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED, AND ADOPTED this 9th day of August, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

WILDOMAR

DRAFT PREFERRED CONCEPT

27 ACRE PARK LAND VISIONING

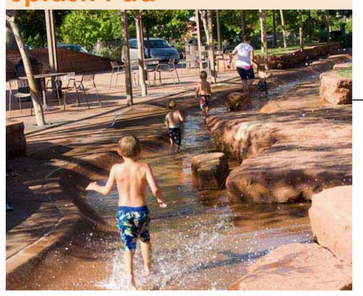
Bike Trails & Courses



Fire Station



Splash Pad

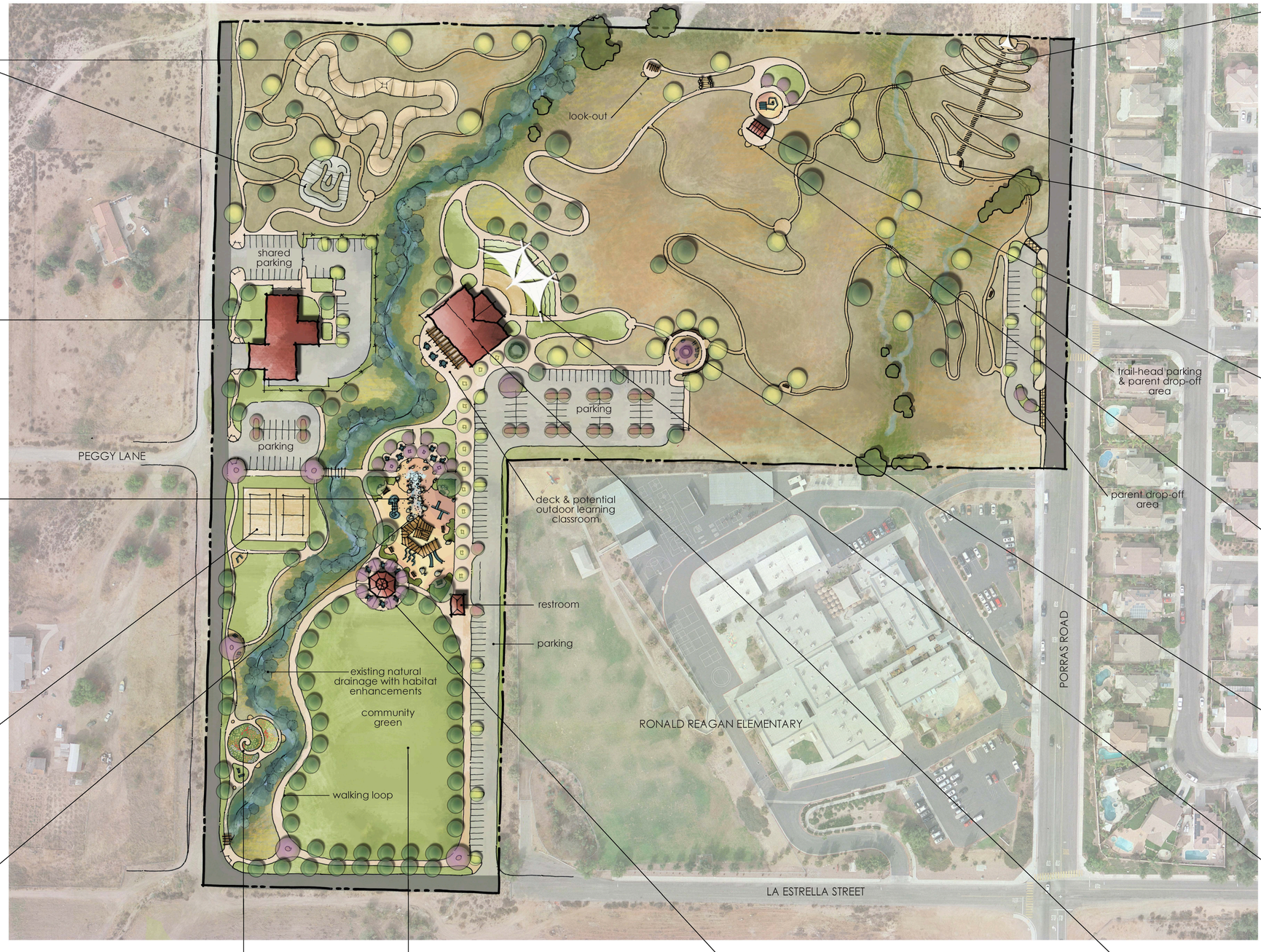


Volleyball Courts



Adventure/Nature Play





Play Elements



Trails



Shade Structure/Sails



Educational Signage



Fitness Plaza



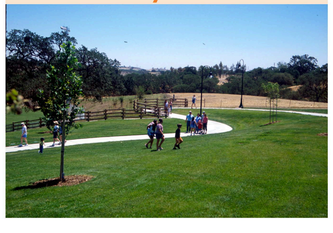
Amphitheater



Garden



Community Green



Picnic Pavilion



Community Building



September 8, 2018

0' 30' 60' 120' 180'

SCALE 1" = 60'

CITY OF WILDOMAR Est. 1886 Inc. 2008 Tradition ~ Opportunity ~ Prosperity

rrm design group



NORTH

0 80 160 240 feet

1"=80'

rrm design group

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after City acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the City.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:

Date:

Daniel A. York, Director of Public Works/ City Engineer, PE 43212

ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

RRM DESIGN GROUP
(949) 361-7950
32332 Camino Capistrano #205,
San Juan Capistrano, CA 92675

PREPARED BY: _____

R.C.E. No. _____ EXP. _____

BENCHMARK:
Vertical Datum: Elevations are based on NAVD88 as derived locally by GPS observations. Temporary benchmark at PT99 being a 5/8 rebar with plastic cap stamped 'RRM Control' having an elevation of 1462.36'

This survey was performed on (11/13/2017) by (RRM Design Group).

CITY OF WILDOMAR
27 ACRE PARK
SITE PLAN

SHEET No.
RS002
3
OF
96

N:\1000\1044-01-RC17-27-Acre-Park\Planning\LG-01 75% Construction Drawings\AUTOCAD\CP-1044-01.dwg, RS002, Jul 14, 2023 3:25am, rGuraydin

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.17
Meeting Date: August 9, 2023

SUBJECT: Software purchase for Placer.ai Analytics Reporting Platform

SUBMITTED BY: Kimberly Davidson

PREPARED BY: Kimberly Davidson

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

SUMMARY:
Placer.ai is a powerful economic development software that provides an analytics platform that will help us to understand:

- Accurate foot traffic counts and dwell time
- True Trade Areas displaying frequent-visitors-density by home and work locations
- Customers' demographics, interests, and time spent at relevant locations
- Where customers are coming from and going to, and the routes they take
- Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
- Competitive insights
- Void Analysis Reports

BACKGROUND:
In past years and in our current budget, we have allocated funds for specific studies to support our economic development goals. For example, we contracted consultants using big data for a Commercial Market Analysis as well as a Hotel Study. We have effectively used those studies over the past several years. Now we would like to reduce consultant reports and internally better target entitled projects and place better unique businesses in those centers.

DISCUSSION:
Having access to this software will allow us to better understand and track retail data, workforce trends and demographics as well as traffic counts on roadways. This software can be accessed by all departments (no limitation on the number of users) and will provide data that we can use to better encourage quality development in Wildomar.

FISCAL IMPACT:
The total investment for the three-year subscription is $57,000 and will be offset by a reduction in professional services expenses.

- Year 1 Fees = $15,100
- Year 2 Fees = $17,900
- Year 3 Fees = $24,000
- Additional Terms of 12 months, if any, will be invoiced in full at the start of the Term

ACCOUNT CODE:
100-410-4150-52116

ATTACHMENTS:
1. Placer.ai Agreement

PLACER LABS, INC.

ORDER FORM

City of Wildomar	("**Customer**")	Placer Labs, Inc.	("**Placer**")
Address:	23873 Clinton Keith Road Wildomar, CA 92595	Address:	440 N Barranca Ave., #1277 Covina, California 91723
Contact Person:	Kimberly Davidson	Contact Person	Chris Duval
Email:	kdavidson@cityofwildomar.org	Billing Contact Person:	Melissa Anderson
Phone:	951-297-3457	Billing Email*:	billing@placer.ai
Billing Contact Email:	kdavidson@cityofwildomar.org	Billing Phone*:	415-228-2444
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Accurate foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers' demographics, interests, and time spent at relevant locations
  - Where customers are coming from and going to, and the routes they take
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
  - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
  - Regular meetings with Placer's Customer Success Team
  - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	**Input Datasets Used**
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's

internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 36 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term,**" and the Initial Term and any Additional Terms are referred to collectively as the "**Term.**"

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of 12 months, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

Fees for the 36-month Initial Term are $57,000.

- Year 1 Fees are $15,100 and will be invoiced in full upon signing this Order Form
- Year 2 Fees are $17,900 and will be invoiced in full August 2024
- Year 3 Fees are $24,000 and will be invoiced in full August 2025
- Additional Terms of 12 months, if any will be invoiced in full at the start of the Term

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services.

Placer may increase the fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"	"**Placer**"
City of Wildomar	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.18
Meeting Date: August 9, 2023

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

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

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

SUMMARY:
Staff is pursuing the updating and revision of the construction plans, specifications, and cost estimates (PS&E) previously prepared for the Clinton Keith Rd. Widening Project, in preparation of the construction of the Project from the I-15 Freeway east to Copper Craft Drive. At the request of staff, TKE submitted a proposal to perform the required PS&E services.

BACKGROUND:
The City previously entered into a Consultant Services Agreement with URS Corporation on March 13, 2013, for the preparation of plans, specifications, and estimates (PS&E) and environmental permitting for the Clinton Keith Rd. Widening Project (Project), from the I-15 Freeway to Copper Craft Dr., just east of the City limits. URS completed the PS&E in 2015 and estimated the construction cost of the project at $7,810,000. Clinton Keith Rd. is a TUMF eligible and funded facility, however there are insufficient TUMF funds allocated to the road to build the entire Project. As a result, the City has been unable to move forward with construction.

In an effort to provide some additional roadway capacity on Clinton Keith Rd., the City began the process of phasing the Project to build four lanes and bike lanes with the funding available. However, in April 2023, the City applied for construction funds from the Riverside County

Transportation Commission (RCTC) for the full construction of the Project as designed in 2015.

DISCUSSION:
The City was successful in its application for construction funding from RCTC and is now able to move forward to construct the complete Project, not just an initial phase.

Since the completion of the PS&E in 2015, conditions have changed on Clinton Keith Rd. with the construction of new development and new improvements. In addition, some road standards and design considerations have changed. These necessitate an update to the previously prepared PS&E.

The City's prior contract with URS Corporation is no longer active. Therefore, staff requested a proposal from one of the City's on-call engineering consultants, TKE Engineering (TKE) for the preparation and completion of PS&E for the Project. The City has an active contract with TKE, dated October 14, 2020.

TKE has done prior work for the Project. Before being awarded RCTC funds, while the City was planning to phase the Project, TKE prepared an updated topographic survey at the City's request to reflect changed conditions on the roadway since the completion of the 2015 plans. TKE also provides contract traffic engineering services to the City and is very familiar with the City's standards and practices and with Clinton Keith Rd. in particular, having reviewed several proposed development projects along the corridor. In addition, TKE has successfully prepared PS&E documents for the City for other Capital Improvement Projects. For these reasons, it was determined that it would be more efficient and cost effective for the City to request that TKE, as an on-call engineering consultant for the City, complete the PS&E for the Project in-lieu of advertising a formal Request for Proposals (RFP).

Anticipated updates to the PS&E include, but may not be limited to, updating the plans to reflect current conditions, current design standards, modifications to the water quality design, modifications to the striping to accommodate bike lanes, expansion of the project to extend to the I-15 Freeway for street rehabilitation, and evaluation of additional road widening between Carrington St. and Copper Craft Dr. to accommodate six lanes in the future. Additional services to be included in the PS&E preparation include right-of-way and environmental permitting support services. A copy of TKE's proposal for the requested services is included as Exhibit "A" of the proposed Professional Services Agreement, included as Attachment A of this staff report. The total cost for TKE's proposal is not to exceed $500,000.

Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with TKE Engineering for engineering and design services for the Clinton Keith Rd. Widening Project.

FISCAL IMPACT:

Funding for these services will be covered by the approved Capital Improvement Program budget for FY 2023-2024, as approved by the City Council, using TUMF funds available for Clinton Keith Rd. No additional funds are needed at this time.

There is no impact to the General Fund.

ACCOUNT CODE:
Project: CIP 025-1
Fund No: 503-913-0001-52115

ATTACHMENTS:
A - Professional Services Agreement

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

TKE ENGINEERING, INC.,
a California corporation

// 2021
RIV #4814-7282-0706 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
TKE ENGINEERING, INC.

This Agreement for Services ("Agreement") is entered into as of this 9th day of August, 2023 by and between the City of Wildomar, a municipal corporation ("City") and TKE Engineering, 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. On October 14, 2020, City entered into an Agreement for Services with Service Provider for on-call engineering services.

B. City has sought from Service Provider, by direct negotiation, the performance of the services defined and described particularly in Section 2 of this Agreement.

C. 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.

D. 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.

E. 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 three (3) years 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 Five Hundred Thousand dollars ($500,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), 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 201
Wildomar, CA 92595

To Service Provider:
TKE Engineering, Inc.
Attn: Terry Renner, Senior Vice President
2305 Chicago Ave.
Riverside, CA 92507

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, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": TKE ENGINEERING, INC.

By: _____ By: _____

Name: Michael Thornton Name: Terry Renner

Its (Title): President Its (Title): Senior Vice President, Treasurer

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_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

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

Note: In the event there are any conflicts between the terms of this Agreement and the terms of the attached scope of services prepared by Service Provider, the language in this Agreement shall control.

I. Service Provider will perform the following Services:

A. Per the attached "Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)"

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Per the attached "Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)"

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 "Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)"

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. Per the attached "Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)", or as otherwise agreed to by the City and Service Provider.

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Per the attached "Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)"

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A. Per the attached "Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)"

July 28, 2023

Jason Farag, P.E.
Director of Public Works
CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject: Proposal to Provide Design Services for the Clinton Keith Road Widening Project from the I-15 Freeway to the Easterly City Limits (CIP 025-1)

Dear Mr. Farag:

TKE Engineering, Inc. (TKE) is pleased to provide a proposal for professional engineering services to the City of Wildomar (City). The City desires to retain professional engineering services for preparation of street widening, pavement rehabilitation, traffic signal modifications, easement acquisition, and bicycle lane and striping modification plans along approximately 1.9 miles of Clinton Keith Road between I-15 Freeway and Copper Craft Drive. The project will require design of the various items throughout the project limits as described below:

- I-15 NB Ramps to Arya Drive: Pavement Rehabilitation and Re-Striping
- Arya Drive to Copper Craft Drive: Road Widening to Six Through Lanes, Pavement Rehabilitation, 4 Traffic Signal Modifications and Re-Striping
- Carrington Street to Copper Craft Drive: Assess Widening to Determine Methods for Achieving Six Lanes with Possible Alternatives for Pedestrian Access

TKE will prepare the plans in a 2 phased approach. The first phase will be to develop preliminary plan and profiles using the previous design between I-15 and Bridlepath Lane and developing the ultimate design between Bridlepath Lane and Copper Craft Drive. After preliminary plans have been prepared, TKE will meet with the City to determine requirements for completing the plans through 100% and adjust the budget as necessary.

TKE has an outstanding relationship with the City and is extremely familiar with the project area as we have provided topographic survey and base construction drawings for the project limits. We value our relationship with the City and hope to continue our partnership for this project. TKE's Scope of Services and Fee is presented in the following paragraphs:

Scope of Work

TKE will provide project management and design services in four progressive phases, including plan and estimate reviews at Geometric Alignment (30%) Level Completion, 60% Level Completion, 90% Level Completion and 100% Level Completion and specification reviews at 90% Level Completion and 100% Level Completion. TKE's scope of services is presented in the following paragraphs:

Task No. 1 – Project Administration

TKE's Project Manager will be responsible for the entire project team. He will attend all meetings, prepare agendas and corresponding meeting minutes together with collection of signatures for meeting attendees (sign-in sheets). He will meet with the City at

appropriate times and will meet as needed with agencies, residents, property owners, and utilities in addition to the meetings presented below. We will also update TKE's project budget and schedule prior to each City meeting for discussion with staff.

Deliverables: Agendas, Meeting Minutes, Exhibits, and Project Progress, and TKE Budget Updates

Task No. 2 – Preliminary Engineering Services

Sub-Task No. 2.1 – Initial 'Kick Off' Meeting

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Manager and Project Engineer will attend the meeting to determine project protocol and obtain City record drawings.

Deliverables: Agenda, Minutes, and Distribution to all Entities

Sub-Task No. 2.2 – Records Research

We will thoroughly research existing utility records and acquire copies of all available records. We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will confer and coordinate with the following agencies as well as any additional agencies listed in the Underground Service Alert:

- Elsinore Valley Municipal Water District
- Frontier
- AT&T
- Sprint
- Southern California Gas Company
- Southern California Edison
- Charter/Spectrum
- Time Warner Cable Television

We will send first utility notice letters to all listed utility companies and agencies requesting their data. We will maintain copies of the letters and correspondence for future reference. We shall also provide the City with a complete copy of all correspondence with all utility companies.

Deliverables: Record Data and Utility Information

Sub-Task No. 2.3 – Design Survey

TKE previously completed a conventional design survey of the project area due to the level of detail needed for precise grading design. There are no further anticipated survey needs.

Deliverables: Not Applicable.

Sub-Task No. 2.4 – Base Construction Drawings

We will update the base construction drawings already prepared using AutoCAD 2020 software, at a drawing scale of 1"=20'. The base construction drawings have already been prepared to include a plan view based on the accumulated conventional survey data with the sheet north arrow, graphic scale, and existing improvements, property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping. We will update the base construction drawings to include utilities per acquired mapping. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

Deliverables: Updated Base Construction Drawings in Plan View

Sub-Task No. 2.5 – 30% Design

Using the topographic mapping and previous design plans, TKE will prepare preliminary design concepts between I-15 Freeway and Bridlepath Lane showing horizontal and vertical curb alignments, curb return radii and lane striping along with existing ground surface at centerline and at top of curb. Between Bridlepath Lane and Copper Craft Drive, we will prepare a geometric alignment and preliminary design plan and profiles drawings that will analyze impacts to adjacent properties and developments, impacts to adjacent streets, conveyance of offsite drainage, street drainage, earthwork, utility relocations, slope and temporary construction easements, traffic impacts, constructability reviews and future street improvements.

Preliminary design will be performed to analyze the previous design plans and establish ultimate improvements to minimize lane shifts and removals of improvements constructed with future projects. The analysis will include preliminary plan and profile drawings identifying potential grading impacts, required modifications, right-of-way acquisition requirements, water quality management alignments and mitigation requirements. TKE will attend one meeting for review and approval of the preliminary engineering analysis with the City to determine cost impacts for completion of the remaining project plans.

Deliverables: Preliminary Design Plans in Plan and Profile View

Sub-Task No. 2.6 – Right-of-Way

During the process of right-of-way acquisition, TKE will assist the City with right-of-way negotiations. This included preparation of right-of-way exhibits for the appraiser and City personnel to review and negotiate with home owners, attend various field meetings with property owners to review limits of the project grading, removals and reconstruction and prepare legals and plats for right-of-way acquisition, slope and temporary construction easements. Based on our review we anticipate preparation of eight easement documents.

In addition, TKE will be available to assist appraisal team with field staking and meetings with home owners to identify right-of-way acquisition and grading limits.

Deliverables: Deeds, Legals, Plats, and Right-of-Way Exhibits

Task No. 3 – Final Design Engineering Services

Sub-Task No. 3.1 – Composite Utility Plan

TKE will prepare a composite utility plan which identifies all existing utilities within the proposed right-of-way and all utilities affected by the proposed street improvements and requiring relocation. The plan shall show all above and below ground utilities including all laterals. The utility plan will be for City use in coordinating with utility companies.

Deliverables: Composite Utility Plan

Sub-Task No. 3.2 – 60% Design

60% Design will include preparation of preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates.

Construction drawings will show proposed street geometrics including locations of proposed asphalt concrete pavement, curb and gutters, sidewalk, ramps, drive approaches, bike lanes and drainage improvements. In addition, preliminary street grades will be prepared to establish project grading requirements. Proposed improvements will be designed in accordance with the City's current street design standards and specifications. The proposed improvements will be designed to minimize removals, grading and earthwork.

For the drawings, it is anticipated that the project will require preparation of a total of 50 sheets broken down in the following manner: 1-title sheet, 1-construction notes sheet, 6-demolition sheets, 10-plan/profile sheets, 6 pavement rehabilitation sheets, 4-drainage sheets, 4-grading sheets, 4-traffic signal modification sheets, 6-cross-section sheets, 6-signing and striping sheets, and necessary detail sheets.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and quantities, an index for the drawings, list of utilities with phone numbers, and references on the City's standard title block.

The construction note sheet will show general construction notes and project specific requirements.

The demolition sheet will show existing improvement demolition including limits of pavement removal, saw cutting locations and limits and concrete cross gutters and curbs, if required. In addition, the plan will specify relocation of private improvements such as mailboxes fences, drive approaches, etc. as required.

Plan/profile sheets will show proposed improvements at 1"=40' scale including curb and gutter, sidewalk, ramps, driveways, pavement limits, existing utility relocations, water service relocations, and manhole, valve, and vault cover grade adjustments. For the profile portion of the drawings, we will show existing and proposed pavement elevations at centerline top of curb and centerline with appropriate design data.

The drainage sheets will be prepared in accordance with City and/or Riverside County Flood Control standards and requirements. The sheet will be prepared at a 1"=20' scale and will show existing right-of-way, existing utilities, existing right-of-way, curb,

gutter, sidewalk, existing utilities, existing drainage improvements and all proposed improvements including catch basins, storm drain pipe, head walls and connections. Storm drain sheets will show top of pipe, flowline, structures utility crossings and ground surface.

Traffic signal modification sheets will be prepared in accordance with City traffic standards and requirements. The sheet will be prepared at a 1"=20' scale and will show existing right-of-way, curb, gutter, sidewalk, existing utilities, existing traffic signal improvements and all proposed installation including head reconfiguration, phasing, loop placement and conduit placement.

The street cross-sections sheet will show street sections at 200 foot intervals at 1"=8' scale. The sections will be dimensioned and construction and demolition notes will be shown. In addition, rights-of-way and limits of work will be shown. Elevations shall be labeled up to 10-feet beyond right-of-way at top of curb right-of-way, joint points, grade breaks and centerline points. Cross sections shall show grading limits, cross falls, existing and proposed grades, and cut/fill quantities.

The construction details will include connections and abandonment details, all at appropriate drawing scales.

The signing and striping sheets will include all required pavement markings, lane stripes and signage in accordance with the MUTCD, California supplement and all other applicable City requirements, for the project limits. The sheets will be prepared at 1"=40' scale and include full geometrical layouts at each intersection.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Deliverables: 60% Design Sheets, Estimates and Pothole Data

Sub-Task No. 3.3 – Environmental Compliance

TKE will provide assistance to the City's environmental compliance consultant for the proposed project. TKE will assist with exhibit preparation and other as needed services for obtaining the required environmental compliance documents and establishing appropriate mitigation factors.

Deliverables: Environmental Compliance Assistance

Sub-Task No. 3.4 – Water Quality Management Plan (Transportation Project)

TKE will develop a Water Quality Management Plan (WQMP) for the proposed transportation project in accordance with the Riverside County Watershed Protection plan guidance for transportation projects. Site size and proposed improvement layouts will determine the type of treatment facility to be used for the WQMP. TKE will perform hydrologic analysis of the site both in existing and proposed conditions to assess the required treatment facility size. We will prepare a WQMP report in accordance with the current versions of the County storm water regulations for review and approval.

Deliverables: WQMP for Transportation Projects

Sub-Task No. 3.5 – Coordination with Agencies/Utilities

After 60% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We will document all conferences with utilities and agencies and copy the City via e-mail.

In addition, we will begin permitting process with Riverside County Flood Control, City of Murrieta and Caltrans for review and approval of improvements within their respective jurisdictions. TKE will prepare permit applications, coordinate with appropriate agencies, and track permit progress.

Deliverables: Utility Coordination Matrix and Permit Applications

Sub-Task No. 3.6 – 60% Design Review Meeting

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Deliverables: Meeting Agenda, Minutes and Final Design Approval

Sub-Task 3.7 - Utility Locating

TKE and C Below will perform potholing (including any traffic control) or other investigations as necessary for the entire project. We are estimating a requirement for 10 potholes on the project. We will coordinate with the City to determine the locations where potholing is required to identify the horizontal and vertical positioning of existing utilities along the storm drain alignments.

TKE will provide utility verification services to measure invert elevations of existing water valves, sewer and storm drain manholes and catch basins to be used for evaluation of relocation and connection requirements.

Deliverables – Pothole Log and Record Data

Sub-Task No. 3.8 – 90% Design

90% design will include incorporation of City comments on plans, specifications and estimates for final street design and signing and striping plans.

We will verify that the project will comply with ADA design requirements and that adequate drainage will be achieved.

For the specifications, we will amend the City Standards Technical Provisions as required for the projects. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards.

90% Design and specifications will be submitted with updated project estimates.

Deliverables: 90% Design Sheets, Specifications and Estimates

Sub-Task No. 3.9 – 90% Design Review Meeting

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Deliverables: Meeting Agenda, Minutes and Final Design Approval

Sub-Task No. 3.10 – 100% Design

100% design will include incorporation of City comments, final plans, specifications, and estimates, ready for public bidding. Final documents will include mylars and hard copy specifications with signatures and electronic copies of final documents.

100% Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, and internal plan review documentation.

Deliverables: One (1) Full-Size Mylar of 100% Drawings; Hard Copy of Specifications and Estimate, Electronic Files of Final Plans, Specifications and Estimate

Sub-Task No. 3.11 – Final Coordination with Agencies/Utilities

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation construction prior to project bidding. We will document all meetings and conferences with utilities and agencies.

Deliverables: Utility Coordination Matrix

Task No. 4 – Project Schedule

TKE's Project Manager will prepare a project design schedule and provide schedule updates monthly to show project status. In addition, we will prepare a construction schedule showing anticipated days required for construction which will be used to determine the number of working days for the project specifications.

Deliverables: Project Design Schedule and Updates and Preparation of Construction Schedule

Task No. 5 – Construction Support

Upon request, TKE shall assist the City with responses to requests for information, addendum preparation, review of shop drawings, submittals, change orders and design changes during construction. TKE will review RFI's and RFC's and assist the City with preparing a response as requested. In addition, TKE will perform periodic field reviews, as requested by the City, to review the construction progress and quality of work.

Deliverables: Review and Response to RFI's/RFC's, Shop Drawings, Submittals, Change Orders and Preparation of Addenda

Schedule

TKE will provide design engineering services in accordance with the attached project schedule. TKE is committed to meeting the City's desired schedule for the project and will be able to complete all design service as required by the City.

Fee

TKE's not to exceed fee to provide the scope of service described above is shown on the attached fee table breakdown. TKE will invoice monthly in accordance with our attached rate schedule and will not exceed our fee without prior approval from the City.

Again, thank you for the opportunity to submit our proposal to provide professional engineering services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., Q.S.D.
Senior Vice President
TKE ENGINEERING, INC.

Enclosures: Project Schedule
Fee Table Breakdown

City of Wildomar

Clinton Keith Road Widening Project

I-15 Freeway to the Easterly City Limits (CIP 025-1)

Fee Schedule Breakdown

Task No.	Task	Project Manager Hours	Project Manager $	Project Engineer/Surveyor Hours	Project Engineer/Surveyor $	Associate Engineer Hours	Associate Engineer $	Assistant Engineer/Designer Hours	Assistant Engineer/Designer $	Clerical Hours	Clerical $	Survey Crew Hours	Survey Crew $	Subconsultants	Total $
Schedule I															
1.	Project Administration	40	$ 5,680	40	$ 4,400		$ -		$ -	40	$ 2,720		$ -		$ 12,800
2.	Preliminary Engineering Services														
2.1	Initial "Kick Off" Meeting	4	$ 568	4	$ 440		$ -		$ -	2	$ 136		$ -		$ 1,144
2.2	Records Research		$ -	2	$ 220	4	$ 420	4	$ 400	12	$ 816		$ -		$ 1,856
2.3	Design Surveying		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2.4	Base Construction Drawings		$ -	8	$ 880	24	$ 2,520	48	$ 4,800		$ -		$ -		$ 8,200
2.5	30% Design	8	$ 1,136	32	$ 3,520	60	$ 6,300	120	$ 12,000		$ -		$ -		$ 22,956
2.6	Right-of-Way [1.)]	24	$ 3,408	40	$ 4,400	64	$ 6,720	80	$ 8,000		$ -	16	$ 3,520		$ 26,048
3.	Final Design Engineering Services														
3.1	Composite Utility Plan	8	$ 1,136	24	$ 2,640	32	$ 3,360	40	$ 4,000		$ -		$ -		$ 11,136
3.2	60% Design	120	$ 17,040	240	$ 26,400	400	$ 42,000	480	$ 48,000	40	$ 2,720		$ -		$ 136,160
3.3	Environmental Compliance	8	$ 1,136	24	$ 2,640	32	$ 3,360	40	$ 4,000	16	$ 1,088		$ -		$ 12,224
3.4	Water Quality Management Plan	40	$ 5,680	40	$ 4,400	64	$ 6,720	80	$ 8,000	24	$ 1,632		$ -		$ 26,432
3.5	Coordination with Agencies/Utilities	40	$ 5,680	64	$ 7,040		$ -	80	$ 8,000	40	$ 2,720		$ -		$ 23,440
3.6	60% Design Review Meeting	2	$ 284	2	$ 220		$ -		$ -	1	$ 68		$ -		$ 572
3.7	Utility Locating	4	$ 568	8	$ 880		$ -	4	$ 400	4	$ 272	24	$ 5,280	$ 14,300	$ 21,700
3.8	90% Design	80	$ 11,360	180	$ 19,800	280	$ 29,400	320	$ 32,000	40	$ 2,720		$ -		$ 95,280
3.9	90% Design Review Meeting	2	$ 284	2	$ 220		$ -		$ -	1	$ 68		$ -		$ 572
3.10	100% Design	40	$ 5,680	100	$ 11,000	140	$ 14,700	160	$ 16,000	40	$ 2,720		$ -		$ 50,100
3.11	Final Coordination with Agencies/Utilities	8	$ 1,136	16	$ 1,760	16	$ 1,680	16	$ 1,600	8	$ 544		$ -		$ 6,720
4.	Schedule	16	$ 2,272	16	$ 1,760		$ -		$ -	8	$ 544		$ -		$ 4,576
5.	Construction Support	8	$ 1,136	24	$ 2,640	16	$ 1,680	16	$ 1,600	24	$ 1,632		$ -		$ 8,688
	Subtotal:	452	$ 64,184	866	$ 95,260	1,132	$ 118,860	1,488	$ 148,800	300	$ 20,400	40	$ 8,800	$ 14,300	$ 470,604

Project Total: $ 470,604

Rates:

Project Manager	$ 142 /HR
Project Engineer/Surveyor	$ 110 /HR
Associate Engineer	$ 105 /HR
Assistant Engineer/Designer	$ 100 /HR
Clerical	$ 68 /HR
2-Man Survey Crew	$ 220 /HR

Notes:

1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

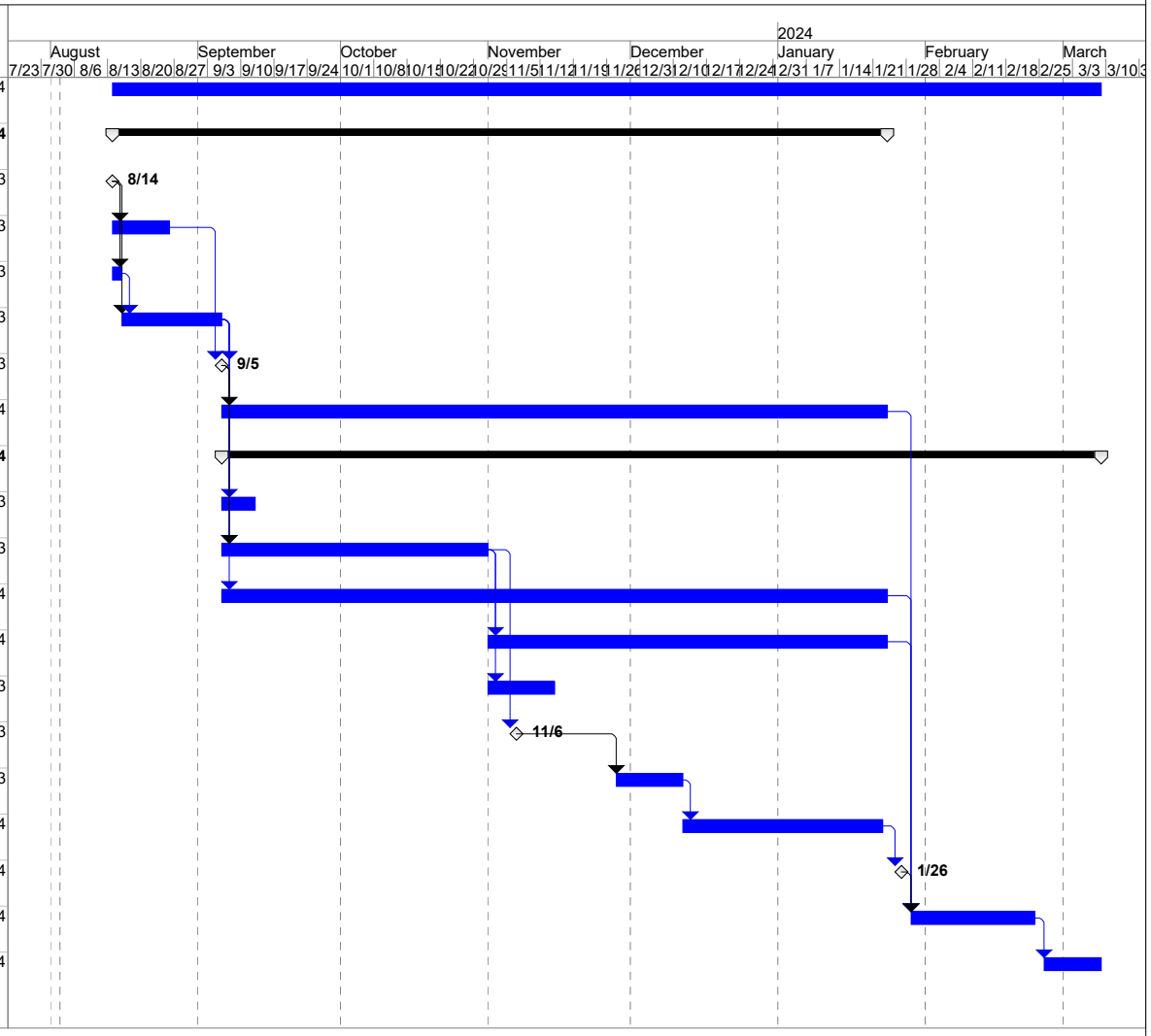
2.) Assumes 30 Legals and Plats for Easement Acquisition Purposes

3.) Assumes 10 Potholes for Utility Locating Purposes

TKE Engineering, Inc.

City of Wildomar
Clinton Keith Road Widening Project – Phase 1
I-15 Freeway to the Easterly City Limits (CIP 025-1)
Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Project Administration**	150 days	Mon 8/14/23	Fri 3/8/24
2	**Preliminary Engineering Services**	**117 days**	**Mon 8/14/23**	**Tue 1/23/24**
3	Initial "Kick Off" Meeting	0 days	Mon 8/14/23	Mon 8/14/23
4	Records Research	10 days	Mon 8/14/23	Fri 8/25/23
5	Base Construction Drawings	2 days	Mon 8/14/23	Tue 8/15/23
6	30% Design	15 days	Wed 8/16/23	Tue 9/5/23
7	Scope Review Meeting	0 days	Tue 9/5/23	Tue 9/5/23
8	Right-of-Way	100 days	Wed 9/6/23	Tue 1/23/24
9	**Final Design Engineering Services**	**133 days**	**Wed 9/6/23**	**Fri 3/8/24**
10	Composite Utility Plan	5 days	Wed 9/6/23	Tue 9/12/23
11	60% Design	40 days	Wed 9/6/23	Tue 10/31/23
12	Environmental Compliance	100 days	Wed 9/6/23	Tue 1/23/24
13	Water Quality Management Plan	60 days	Wed 11/1/23	Tue 1/23/24
14	Coordination with Agencies/Utilities	10 days	Wed 11/1/23	Tue 11/14/23
15	60% Design Review Meeting	0 days	Mon 11/6/23	Mon 11/6/23
16	Utility Locating	10 days	Tue 11/28/23	Mon 12/11/23
17	90% Design	30 days	Tue 12/12/23	Mon 1/22/24
18	90% Design Review Meeting	0 days	Fri 1/26/24	Fri 1/26/24
19	100% Design	20 days	Mon 1/29/24	Fri 2/23/24
20	Final Coordination with Agencies/Utilities	10 days	Mon 2/26/24	Fri 3/8/24



Project: City of Wildomar
Date: Thu 8/3/23

Task	External Tasks	Duration-only	External Tasks		
Split	External Milestone	Manual Summary Rollup	External Milestone		
Milestone	Inactive Milestone	Manual Summary	Progress		
Summary	Inactive Summary	Start-only	Deadline		
Project Summary	Manual Task	Finish-only			

EXHIBIT "B"
COMPENSATION

Note: In the event there are any conflicts between the terms of this Agreement and the terms of the attached compensation schedule prepared by Service Provider, the language in this Agreement shall control.

I. Service Provider shall use the following rates of pay in the performance of the Services:

A. Per Exhibit “A”, Scope of Services.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor shall be per Exhibit “A”, Scope of Services, or as otherwise agreed to by the City provided the total compensation of the Services shall not exceed what is shown in Section IV of this exhibit.

IV. The total compensation for the Services shall not exceed $500,000, 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
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: August 9, 2023

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

SUBMITTED BY: Daniel A York

PREPARED BY: Thomas D Jex

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

(2) Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER RELATED DOCUMENTS FOR REAL PROPERTY LOCATED AT 23873 CLINTON KEITH ROAD APN 380-240-048-3

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

DISCUSSION:
The City proposes to purchase the commercial property occupied by City Hall, located at 23873 Clinton Keith Road and identified as Assessor Parcel Number APN 380-240-048-3. The Seller is CFT NV Development, LLC. The Seller owns several other properties located in the shopping center of which the property is a part.

The proposed purchase price is $5.31 million and the purchase includes the land, the building and any other improvements on the land, any easements that benefit the land, and any personal property not owned by tenants. The purchase price is commensurate with the appraisal of the Property, dated June 16, 2023, that Santolucito Dore Group prepared for the City. The appraisal report is on file with the city clerk.

The City currently occupies Suites 102, 103, 105-107, 109, 110, 201-203, and 209-211. Three other tenants occupy the building. If City closes escrow, City will assume the leases and act as landlord. The leases require the landlord to maintain the common areas of the building (hallways, exterior walls, doors, roof). Tenants pay base rent plus their proportionate share of operating costs. Two of the three tenants are only required to pay a percentage of the difference between current operating costs and operating costs from the a previous year called a base year, and the third tenant is required to pay a percentage of all operating costs. Operating costs includes HVAC maintenance and other capital repairs, utilities, insurance costs, landscaping services, janitorial services and compensation for attorneys, accountants, and property managers, and cost of maintaining easements on the property. There will be a post-closing adjustment between City and CFT pertaining to the operating costs incurred during the year 2023 no later than May 2024.

The Purchase and Sale Agreement requires Seller to perform certain repairs before the close of escrow, and if the work is not done at the close of escrow, a portion of the purchase price representing the cost of the work will be held back in escrow. The seller will lose those funds if the work is not done before December 31, 2023.

Because some of the service contracts for the property also require the service provider to provide services to other properties in the shopping center that Seller owns, it would be impractical for seller to partially assign these contracts to City. Accordingly, the Purchase and Sale Agreement requires the parties to negotiate an agreement during the due diligence period whereby the seller must continue providing these services to the property and invoice the City for City's share until March 31, 2024. During this time, City will go through a process to secure these services.

After signing the Purchase and Sale Agreement, City will have about 35 days to review title and analyze any association documents to understand City's responsibility for paying a portion of the costs to maintain the commercial center that the property is part of. City will also have a period of 60 days to conduct inspections to verify the physical and environmental condition of the property is acceptable. Before close of escrow, City will also obtain estoppel certificates from tenants or seller and review and decide whether to assume the service contracts pertaining to the property.

FISCAL IMPACT:

FY 2023-24 appropriations are adequate to execute the Purchase and Sales Agreement. Funded by American Rescue Plan Account, $6,500,000 was appropriated for FY 2023-24. Additional future expenses are expected from this account for furniture, workstations, carpet, window coverings and minor tenant improvements.

Lease revenue has not been identified as a revenue source in the current operating budget and will be included in a quarterly budget update.

Lease expenses and savings associated with property ownership is not identified in the current operating budget and will be included in a quarterly budget update

ACCOUNT CODE:
115-410-4800-58150

ATTACHMENTS:
Reso- City Hall purchase.docx
Wildomar- City Hall Purchase and Sale Agreement.docx
Certificate of Acceptance to Deed to Wildomar - City Hall Purchase Agreement.docx

RESOLUTION NO. 2023-_____

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

WHEREAS, the City desires to purchase property located at 23873 Clinton Keith Road and identified as Assessor Parcel Number 380-240-048-3 (the "Property");

WHEREAS, the Property is improved with an office building (the "Building"). The City occupies a majority of the Building and uses the space it occupies as City Hall and as office space for City staff. The Building is also occupied by three (3) other tenants;

WHEREAS, the City Manager and CFT NV Developments, LLC, a Nevada limited liability company ("CFT") have negotiated the terms of an Agreement of Purchase and Sale and Joint Escrow Instructions ("Purchase and Sale Agreement") whereby the City would buy and CFT would sell the Property;

WHEREAS, City desires to assume CFT's leases with the three (3) other tenants occupying the Building and allow those tenants to continue occupancy;

WHEREAS, CFT is a party to several service contracts pertaining to the Building that City desires to assume;

WHEREAS, CFT causes some maintenance and security services to be provided to the portion of the Property outside of the Building pursuant to contracts that cover both the Property and other parcels in the shopping center that CFT owns. It would be impractical for CFT to terminate its existing contracts, enter into new contracts pertaining to the Property only, and assign those contracts to City;

WHEREAS, prior to the close of escrow, the Purchase and Sale Agreement requires City and CFT to negotiate and enter into a Post-Closing Maintenance Agreement to require CFT to continue to provide the maintenance and security services described above for approximately five (5) or six (6) months after close of escrow while City obtains its own vendors, consistent with the key business terms identified on Exhibit I to the Purchase and Sale Agreement;

WHEREAS, section 3.28.030 (f) of the City's municipal code allows the City to enter into contracts for services without following the City's standard procurement process when there is an immediate need to protect public health and welfare and when the contract term is only for so long as is reasonably necessary;

WHEREAS, section 3.28.040 of the City's municipal code allows the City to dispense with its procurement procedures when it would be advantageous for the City to do so;

WHEREAS, the Purchase and Sale Agreement provides the City with a sixty (60) day due diligence period to inspect and review the condition of the Property;

WHEREAS, within 2 business days after both parties sign the Purchase and Sale Agreement, the City is required to post a $50,000 deposit, in cash or by a certified cashier's check or wire transfer, into an escrow account. The deposit will be applied to the final purchase of the Property unless the City terminates the Purchase and Sale Agreement before the end of the due diligence period;

WHEREAS, the City is also required to post a $100 deposit into an escrow account, which is independent consideration for the due diligence period and is nonrefundable to City;

WHEREAS, upon the expiration of the due diligence period, City must deposit the balance of the purchase price into escrow and close escrow;

WHEREAS, at close of escrow, the parties must sign and record a Grant Deed and sign an Assignment and Assumption of Leases, an Assignment and Assumption of Contracts, an Escrow Holdback Agreement, and a Post-Closing Maintenance Agreement;

WHEREAS, it is within the authority of the City Council to delegate to the City Manager the authority to execute a purchase agreement for real property, deeds, certificates of acceptance for deeds, assignments of leases, assignment of contracts and other related documents to effectuate the transaction contemplated by the Purchase and Sale Agreement; and

WHEREAS, it is within the authority of the City Council to delegate to the City Manager the authority to negotiate and execute a post-closing maintenance agreement;

WHEREAS, Staff has reviewed the proposed purchase of the Property in accordance with the California Environmental Quality Act and determined that the purchase itself will not have an impact on the environment and is therefore exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, which states that, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The proposed action would only transfer ownership of the Property and does not involve changes to the use of the Property. The City has been leasing the Property as a tenant and now will become the owner. The proposed purchase of the Property is also exempt from CEQA under CEQA Guidelines Section 15301 as the operation of an existing public structure involving negligible or no expansion of existing or former use. The proposed action transfers ownership of the Property which the City has been leasing as a tenant.

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

1. The City Council hereby approves the Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit "1", with modest adjustments as approved by the City Manager and City Attorney.

2. The City Council delegates to the City Manager the authority to execute the Purchase and Sale Agreement and negotiate amendments to the terms of the Purchase and Sale Agreement, including but not limited to purchase price reductions and time extensions for deadlines, due to new information discovered during the due diligence period or title review.

3. The City Council delegates to the City Manager the authority to negotiate a Post-Closing Maintenance Agreement consistent with the terms outlined in Exhibit I to the Purchase and Sale Agreement.

    a. Section 3.28.030 (f) of the City's municipal code allows the City to enter into contracts for services without following the City's standard procurement process when there is an immediate need to protect public health and welfare and when the contract term is only for so long as is reasonably necessary. The City needs to ensure security at the City Hall building and provide on-going maintenance services to make sure the building and premises are safe and secure for the public to enter and receive City services. The City will enter into separate contracts for these services as quickly as is reasonably practicable.
    b. Section 3.28.040 of the City's municipal code allows the City to dispense with its procurement procedures when it would be advantageous for the City to do so. CFT's existing agreements for services cover both the Property and other parcels in the shopping center that CFT owns. It is advantageous for the City to continue these service agreements which cover the Property as a portion of the other parcels in the shopping center which receive maintenance and service under these agreements. The Post Closing Maintenance Agreement will allow for a seamless transition and allow the City to provide these services to its tenants and the community using the City Hall building.

4. The City Council delegates to the City Manager the authority to execute the following documents at the close of escrow:

    a. A certificate of acceptance, in substantially the same form as attached as Exhibit "2," to accept the Grant Deed attached as Exhibit B to the Purchase and Sale Agreement;

b. An Assignment and Assumption of Leases in substantially the same form attached to the Purchase and Sale Agreement as Exhibit G;

c. An Assignment and Assumption of Contracts in substantially the same form attached to the Purchase and Sale Agreement as Exhibit H. This delegation of authority shall allow the City Manager to elect whether to assume or require CFT to terminate service contracts that pertain to the Building;

d. A Post-Closing Maintenance Agreement as described in Section 3 above, to be negotiated by the City Manager, City Attorney, CFT's representative, and CFT's legal counsel after the execution of the Purchase and Sale Agreement;

e. A Holdback Agreement in substantially the same form as Exhibit K to the Purchase and Sale Agreement, in the event that the Repair Work is not completed at the close of escrow; and

f. Any other documents that, upon consultation with the City Attorney, he deems necessary or advisable to effectuate the transactions contemplated by this Resolution.

5. The City Manager may also take any other actions necessary to complete the purchase, including but not limited to executing escrow instructions and depositing the $50,000 deposit, $100 independent consideration, and the balance of the purchase price into escrow.

6. The City Council finds that this delegation of authority is in the best interest of the City because it will allow the acquisition to be timely processed.

7. The proposed purchase of the Property will not have an impact on the environment and is therefore exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, which states that, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The proposed action would only transfer ownership of the Property and does not involve changes to the use of the Property. The City has been leasing the Property as a tenant and now will become the owner. The proposed purchase of the Property is also exempt from CEQA under CEQA Guidelines Section 15301 as the operation of an existing public structure involving negligible or no expansion of existing or former use. The proposed action transfers ownership of the Property which the City has been leasing as a tenant.

PASSED, APPROVED, AND ADOPTED this 9th day of August, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into as of _____, 2023 ("**Effective Date**"), by and between CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company ("**Seller**"), and CITY OF WILDOMAR, a California municipal corporation ("**Buyer**").

RECITALS

Seller is the owner of that certain Property (as defined below), located in the City of Wildomar, Riverside County, California, with an address of 23873 Clinton Keith Road, Wildomar, CA (APN 380-240-048-3). Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Agreement to Sell and Buy the Property. Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, (i) that certain parcel of land located in the City of Wildomar, Riverside County, California, as more particularly described as Parcel A in **Exhibit A** attached hereto and incorporated herein by reference (the "**Fee Parcel**"), together with all rights, privileges, rights of way and easements, if any, appurtenant to such land, including those easements described as Parcel B and C in **Exhibit A** attached hereto (all of the foregoing, the "**Real Property**"), (ii) all buildings and other improvements located on the Fee Parcel (the "**Improvements**"); and (iii) all personal property used in connection with the Fee Parcel and/or Improvements, if any, with the exception of any personal property located on the Fee Parcel that is the property of any of the Tenants, which personal property shall remain the property of those Tenants (the "**Personal Property**"). All items referred to in clauses (i), (ii) and (iii) are sometimes collectively referred to herein as the "**Property**".

2. Purchase Price. The purchase price ("**Purchase Price**"), for the Property shall be Five Million Three Hundred and Ten Thousand Dollars ($5,310,000). All references herein to dollars shall mean immediately available United States Dollars.

3. Payment of Purchase Price and Independent Consideration. The Purchase Price and Independent Consideration (as defined below) for the Property shall be payable by Buyer as follows:

3.1 Deposit.

(a) Within two (2) business days after the full execution of this Agreement, Buyer shall deposit with Escrow Holder (as defined in Section 4.1 below), in cash, by certified or bank cashier's check made payable to Escrow Holder, or a confirmed wire transfer of

funds, the sum of Fifty Thousand Dollars ($50,000) (the "**Deposit**"). The Deposit shall be deposited in an interest-bearing escrow account and all interest thereon shall be deemed part of the Deposit.

(b) If the transaction contemplated herein does not close due to Buyer's disapproval or deemed disapproval of any matters pertaining to the Property prior to the expiration of the Due Diligence Period, then the Deposit shall be refunded to Buyer, this Agreement and the Escrow shall terminate and the parties shall have no further obligations to one another with respect to this Agreement, except as otherwise expressly provided for herein.

3.2 Independent Consideration. Upon the Opening of Escrow, Buyer shall deposit with Escrow Holder, in cash, by certified or bank cashier's check made payable to Escrow Holder, or a confirmed wire transfer of funds, the sum of One Hundred Dollars ($100.00) (the "**Independent Consideration**"). Buyer and Seller have bargained for and agree that the Independent Consideration is consideration for Buyer's rights under this Agreement and for Seller providing the Due Diligence Period (defined in Section 7.1(a)(i) below) to Buyer. Upon receipt, the Escrow Holder shall immediately release the Independent Consideration to Seller, and notwithstanding any provision in this Agreement to the contrary, the Independent Consideration shall be nonrefundable to Buyer in all circumstances.

3.3 Purchase Price Balance. Provided all of the other conditions precedent to Buyer's obligation to purchase the Property are timely satisfied, then prior to the Close of Escrow, Buyer shall deposit with Escrow Holder by cash, cashier's check, or other immediately available funds the difference between (i) the Purchase Price and (ii) the Deposit (the "**Purchase Price Balance**").

4. Escrow.

4.1 Opening of Escrow. Within one (1) business day of the Effective Date, Buyer and Seller shall open an escrow (the "**Escrow**") with Corner Escrow, Inc., 25220 Hancock Ave., Suite 250, Murrieta, CA 92562, Attn: Jennifer Underwood; Tel 951-239-3019 ("**Escrow Holder**"), and Buyer and Seller shall each provide to Escrow Holder an executed counterpart of this Agreement (the "**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, that the Escrow has been opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

4.2 Close of Escrow. For purposes of this Agreement, the "**Close of Escrow**" shall be defined as the date that the grant deed ("**Grant Deed**"), the form of which is attached hereto as **Exhibit B**, conveying the Real Property and Improvements to Buyer, is recorded in the Official Records of the Recorder of Riverside County, California. The date upon which the Close of Escrow actually occurs shall sometimes be referred to herein as the "**Closing Date**". The Closing Date shall be five (5) days following satisfaction or waiver of all conditions set forth in Section 7.1 and Section 7.2, but no later than October 31, 2023 ("**Outside Closing Date**.")

5. Condition of Title. At the Close of Escrow, title to the Property shall be conveyed to Buyer by Seller subject only to the following matters (collectively the "**Approved Conditions of Title**"):

5.1 a lien to secure payment of real estate taxes and assessments, not delinquent;

5.2 the lien of supplemental taxes;

5.3 matters affecting title to the Property created by or with the written consent of Buyer or which are waived or deemed approved by Buyer pursuant to Section 7.1(a) hereof;

5.4 all matters which would be disclosed by an inspection or survey of the Real Property as approved by Buyer pursuant to Section 7.1(a) hereof;

5.5 all exceptions which are disclosed by the Title Report (as defined in Section 7.1(b)(i)), and which are approved by Buyer in accordance with this Agreement; and

5.6 the Tenant Leases (as defined in Section 7.1(a)) and which are approved by Buyer in accordance with this Agreement.

It is acknowledged and agreed by Seller and Buyer that the listing of the foregoing matters in this Section 5 shall be subject to Buyer's approval during the Due Diligence Period, which approval shall be deemed withheld if Buyer (a) terminates (or is deemed to have terminated) this Agreement at or prior to the end of the Due Diligence Period as provided under Section 7.1(a) hereof or (b) otherwise objects thereto as set forth in any Buyer's Title Notice given by Buyer to Seller as set forth in Section 7.1(b)(ii).

6. Title Policy. As a condition to the Close of Escrow, title shall be evidenced by the willingness of First American Title Company, 3633 Inland Empire Blvd, Suite 130, Ontario, CA 91764, Attention: Tammy Kerr, (909) 380-8726 ("**Title Company**") to issue its ALTA Owner's Policy of Title Insurance with extended coverage, if requested by Buyer, inclusive of any endorsements requested or required by Buyer ("**Title Policy**"), in the amount of the Purchase Price showing title to the Property vested in Buyer upon conveyance of the Grant Deed subject to the Approved Conditions of Title (it being acknowledged and agreed by Buyer that it has elected to obtain the Title Policy at the Close of Escrow) and such other exceptions to title as may be set forth in the Title Report (as defined in Section 7.1(b)(i)) and not objected to by Buyer. Buyer shall obtain from the Title Company a Title Policy commitment with all endorsements required by Buyer or its lender prior to expiration of the Due Diligence Period.

7. Conditions to Close of Escrow.

7.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions:

(a) Buyer's Review of the Physical Condition of Property and Books & Records.

(i) Buyer shall have a period of sixty (60) days following the Effective Date (the "**Due Diligence Period**"), to satisfy itself in its sole and absolute discretion, with all physical, legal and investment aspects of the Property and its condition and suitability for Buyer (including, without limitation, zoning, the environmental and physical condition of the Real Property, the Improvements and any other portion of the Property; compliance with any laws, ordinances, codes, statutes, rules, orders, decisions and/or regulations with respect to the Real Property, the Improvements and any other portion of the Property (collectively the "**Due Diligence**").

(ii) If Buyer fails to notify Seller of its approval or disapproval, Seller shall provide notice to Buyer of its failure to provide notice of Buyer's approval or disapproval, and Buyer shall have two (2) business days from receipt of Seller's notice to provide notice of Buyer's approval or disapproval. If Buyer notifies Seller and Escrow Holder in writing of Buyer's disapproval of the Property prior to the expiration of the Due Diligence Period or within the time set forth in the preceding sentence, or fails to timely respond to Seller's notice described in the preceding sentence (which shall be deemed Buyer's disapproval of the Property), such disapproval shall act to terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer and Seller hereby direct Escrow Holder to pay the Deposit (together with accrued interest thereon) to Buyer and this Agreement shall have no further force and effect (except for any provision hereof expressly providing that the provision survives termination hereof), and Buyer and Seller shall have no liability or obligation hereunder whatsoever, except as otherwise expressly provided for herein. Buyer shall also have the right, on or before the expiration of the Due Diligence Period, to request in writing that Seller cure, to Buyer's reasonable satisfaction prior to the Close of Escrow, any condition related to the Property to which Buyer objects, and in the event that Seller notifies Buyer in writing that Seller is unable or unwilling to cure any such disapproved condition, Buyer shall have five (5) days after receipt of Seller's notice to either waive Buyer's prior objection to the disapproved condition or terminate this Agreement. If, prior to the expiration of the Due Diligence Period, Buyer notifies Seller and Escrow Holder in writing of Buyer's approval of the Property, such approval shall satisfy this condition. Upon Escrow Holder's receipt of Buyer's written approval of the Property, the Deposit shall be nonrefundable to Buyer.

(iii) Within five (5) days after the Effective Date, Seller shall provide Buyer with true and correct copies of the following documents, to the extent such documents are currently existing, and are within Seller's possession, custody, or control (collectively the "**Property Documents**"):

(1) All lease agreements together with any and all amendments and/or modifications thereof, listed on **Exhibit C** (collectively, the "**Tenant Leases**"), by and between Seller, as landlord, and the tenants of the Property (each a "**Tenant**");

(2) All service contracts, maintenance agreements, management agreements, parking agreements, agreements for janitorial services, agreements for

landscaping services, and all other contracts and agreements related to the operation and management of the Property ("**Service Contracts**");

(3) All title reports, easements, and covenants, conditions and restrictions (CC&Rs) pertaining to the Property;

(4) All permits, documents and information pertaining to zoning and entitlements, conditional use permits, licenses, development plans, construction agreements, warranties, building plans and specifications, certificates of occupancy, building condition reports, inspection reports, pest control inspection reports, compliance notices and reports (including notices of violation or any correspondence from any government agency with jurisdiction over the Property), geological and soils reports, surveys, environmental reports (including any Phase I and Phase II reports), structural reports and other written agreements and notices that affect the ownership, operation, maintenance, repair, improvement or development of the Property;

(5) Any claims, litigation, actions or other legal proceedings affecting the Property;

(6) Income and expense statements for the Property for the years 2021 and 2022;

(7) Monthly utility bills for 2021 and 2022;

(8) A complete and current rent roll, including a schedule of all tenant rents, security deposits (including any deductions made therefrom as of the date of the rent roll) and fees; and

(9) A Natural Hazard Disclosure Report provided at Seller's sole cost and expense.

(iv) Buyer agrees not to disclose any confidential or proprietary information contained in any Property Documents reviewed by or provided to Buyer except to the extent that such disclosure is permitted by the Confidentiality Agreement between Buyer and Seller dated on or about the Effective Date. Buyer's obligation under the immediately preceding sentence shall survive any termination of this Agreement. Buyer shall have until the end of the Due Diligence Period to satisfy itself as to the review and approval of the Property Documents and the condition and suitability of the Property. Buyer acknowledges and agrees that Seller specifically disclaims any responsibility for and opinions, conclusions or work product contained within the Property Documents. Nothing in this Section 7 shall in any manner be construed as any representation, assurance or warranty of any kind by Seller.

(v) During regular business hours within the Due Diligence Period, upon at least twenty-four (24) hours prior written notice and subject to rights of Tenants under the Tenant Leases and Seller's right to accompany Buyer at all times, Buyer, its agents, employees, architects, engineers, consultants and contractors shall have the right to enter the Real Property and Improvements to conduct any non-intrusive investigations, inspections and tests of the Real Property and Improvements, at Buyer's sole cost and expense, as Buyer deems reasonably

necessary to evaluate the condition and suitability of the Property. Buyer shall use care and consideration in connection with all of its inspections or tests, and shall not interfere with the business operations of the Tenants located on the Real Property and Improvements. Buyer shall also have the right to enter upon the Property for purposes of conducting any invasive inspections including, but not limited to, a Phase 2 Environmental Site Assessment. Buyer shall restore the Real Property and Improvements as near as reasonably possible to its condition prior to any intrusive or invasive tests and/or inspections. Prior to any entry on the Real Property or Improvements by Buyer or any of its agents, employees, consultants or contractors, Buyer shall secure and maintain the following insurance policies: (a) a comprehensive commercial general liability and property damage policy in an amount of not less than One Million Dollars ($1,000,000) per occurrence, that will cover the activities of Buyer and its agents, employees, consultants and contractors on the Property and shall deliver to Seller an additional insured endorsement naming Seller an additional insured thereunder, and (b) workers' compensation and employer's liability insurance in accordance with the provisions of California law. On request by Seller, Buyer shall provide a certificate of insurance to Seller evidencing the insurance required herein. Buyer shall indemnify, defend (with counsel reasonably satisfactory to Seller) and hold Seller harmless from and against any and all loss, expense, claim, damage, liability and injury to person or property resulting from the acts of Buyer, Buyer's employees, agents, consultants, architects, engineers, contractors and/or subcontractors on the Real Property or Improvements in connection with the performance of any investigation or other activities upon the Real Property or Improvements as contemplated herein. The foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from the negligent acts or omissions of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, and (d) the release or spread of any Hazardous Material (as defined in Section 13.12 herein) that are discovered (but not deposited) on or under the Real Property or Improvements by Buyer unless caused by the negligence of Buyer or its agents or contractors. The indemnification and defense obligations of Buyer in this Section 7.1(a)(v) shall survive the termination of this Agreement.

(vi) Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with Notice of any Service Contracts that Buyer desires to assume ("**Buyer's Contract Election Notice**.") Those Service Contracts identified in Buyer's Contract Election Notice ("**Approved Contracts**") shall be listed on Attachment 1 of **Exhibit H**. Any Service Contracts not identified in Buyer's Contract Election Notice shall be terminated by Seller on or before the Close of Escrow and Seller shall be responsible for payment of any termination fees due to third parties as a result of terminating such Service Contracts.

(b) Buyer's Review of Title.

(i) Buyer shall receive a standard preliminary title report (the "**Title Report**") issued by the Title Company with respect to the Property within ten (10) business days following the Effective Date, along with a copy of all documents referenced in the Title Report. Buyer shall have until the date ("**Title Approval Date**") which is ten (10) business days following the receipt of the Title Report to give Seller, Escrow Holder, and Title Company written notice ("**Buyer's Title Notice**") of Buyer's disapproval or conditional approval of any matters shown in the Title Report. Seller shall provide notice to Buyer of its failure to provide notice of

Buyer's approval or disapproval of matters shown in the Title Report, and Buyer shall have two (2) business days from receipt of Seller's notice ("**Second Notice Date**") to provide notice of Buyer's approval or disapproval of any matters shown in the Title Report. The failure of Buyer to give Buyer's Title Notice on or before the Second Notice Date shall be deemed to constitute Buyer's disapproval of the condition of title to the Property subject to all matters of record and to all state of facts that would be shown on a current accurate survey of the Property.

(ii) If Buyer disapproves or conditionally approves any matter of title shown in the Title Report, then on or before the expiration of ten (10) business days from the date of Seller's receipt of Buyer's Title Notice, Seller may elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall give Buyer written notice ("**Seller's Title Notice**") not later than ten (10) business days after Seller's receipt of Buyer's Title Notice of those disapproved or conditionally approved title matters, if any, which Seller agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall elect by written notice to Seller, Title Company, and Escrow Holder on or before the date which is five (5) days after Buyer's receipt of Seller's Title Notice, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the Deposit, together with any interest accrued thereon, to Buyer.

(c) No Material Adverse Change. There shall be no Material Adverse Change.

(d) No Material Representation Change. There shall be no Material Representation Change.

(e) Termination of Allstate Lease. Seller shall have terminated the Allstate Lease.

(f) Repair Work. Escrow Holder shall have received confirmation that Buyer has provided written approval of all of the Repair Work, or the Parties shall have entered into a Holdback Agreement for any uncompleted Repair Work pursuant to Section 18.2. The Parties shall have entered into an amendment for any credit for items 9 and 15 on **Exhibit J**.

(g) Seller's Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, including Seller's obligations to timely deliver Estoppel Certificates as set forth in Section 8.1.

(h) Seller's Representations and Warranties. All of Seller's representations and warranties set forth in Section 13 (as modified or supplemented by Seller during the Escrow period, if applicable, as provided in Section 13) shall be true and correct in all material respects as of the Close of Escrow.

7.2 Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions, in its sole and absolute discretion):

(a) Buyer's Obligations. As of the Close of Escrow, Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer including, without limitation, the timely deposit of all monies required to be deposited by Buyer under this Agreement.

(b) Buyer's Representations and Warranties. All of Buyer's representations and warranties set forth in Section 15 hereof shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller.

8.1 Tenant Estoppel Certificates. Seller shall use commercially reasonable efforts to provide Buyer, no fewer than five (5) days prior to the Close of Escrow, with an estoppel certificate from each Tenant, in the form attached hereto and incorporated herein as **Exhibit D**. If no estoppel certificate is received from a particular Tenant or Tenants, Seller shall deliver to Buyer an estoppel certificate executed by Seller for such Tenant Lease, containing the same information as is set forth in **Exhibit D**.

8.2 Additional Deposits by Seller. At least one (1) day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

(a) Grant Deed. The Grant Deed, duly executed by Seller and acknowledged, in the form attached hereto as **Exhibit B**.

(b) Assignment and Bill of Sale. An assignment and bill of sale pursuant to which Seller will assign to Buyer certain personal and intangible property as described therein (collectively, the "**Personal Property**") in the form attached hereto as **Exhibit E**, duly executed by Seller.

(c) Seller's Certificate. A certificate of non-foreign status ("**Seller's Certificate**"), duly executed by Seller, in the form attached hereto as **Exhibit F**.

(d) Lease Assignments. Not less than two (2) original counterparts of the Assignment and Assumption Agreement for the assignment and assumption of all of the Tenant Leases, in form and content, as attached as **Exhibit G** ("**Lease Assignments**") duly executed by Seller. The Lease Assignments shall provide that, subsequent to the Close of Escrow, Buyer agrees to assume Tenant Leases and Buyer agrees to indemnify and hold Seller harmless from and against any and all claims and liabilities (including attorneys' fees) arising from or on account of Tenant Leases accruing after the Close of Escrow and that Seller agrees to indemnify and hold Buyer harmless from and against any and all claims and liabilities (including attorneys' fees) arising from or on account of Tenant Leases accruing on or prior to the Close of Escrow.

(e) Assignment of Contracts. Two (2) original counterparts of an assignment and assumption of contracts affecting the Property in the form attached hereto as **Exhibit H** ("**Assignment of Contracts**"), duly executed by Seller.

(f) Holdback Agreement. Two (2) original counterparts of the Holdback Agreement, duly executed by Seller, if Escrow Holder has not received confirmation from Buyer that the work described in Section 18 has been completed by the Close of Escrow.

(g) Post-Closing Maintenance Agreement. Two (2) original counterparts of the Post-Closing Maintenance Agreement, duly executed by Seller.

(h) Settlement Statement. A closing statement prepared (or approved) by the Title Company and approved by Seller and Buyer ("**Closing Statement**"), signed by Seller.

(i) A Completed California Form 593.

(j) An Owner's Affidavit.

(k) Other Documentation. Such other documentation and/or instruments required hereunder or reasonably required by Buyer, Escrow Holder, or the Title Company for the Close of Escrow (it being understood that Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement).

9. Deposits by Buyer. At least one (1) day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following monies, documents and instruments:

9.1 The Purchase Price Balance, plus funds to cover Buyer's share of the Costs and Expenses set forth in Section 10 below.

9.2 The Certificate of Acceptance, in the form attached to the Grant Deed attached hereto as **Exhibit B**.

9.3 Not less than two (2) original counterparts of the Lease Assignments, duly executed by Buyer.

9.4 Not less than two (2) original counterparts of the Assignment of Contracts, duly executed by Buyer.

9.5 Two (2) original counterparts of the Holdback Agreement, duly executed by Buyer.

9.6 Two (2) original counterparts of the Post-Closing Maintenance Agreement, duly executed by Buyer.

9.7 The Closing Statement, signed by Buyer.

9.8 Any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property, signed by Buyer in form for filing with the applicable governmental authority.

9.9 Such other sums required hereunder or reasonably required by the Title Company or Escrow Holder for the Close of Escrow and such other documentation and/or instruments required hereunder or reasonably required by Seller, Escrow Holder, or the Title Company for the Close of Escrow.

10. Costs and Expenses.

10.1 The cost and expense of the Title Report, the premium and all other costs and expenses for the issuance of the standard owner's CLTA policy shall be paid by Seller.

10.2 The cost and expense of any surveys that Buyer elects to obtain or update and the cost and expense for the title premiums for an ALTA's owner's policy, any lender's title policies and any title insurance endorsements shall be paid by Buyer.

10.3 Buyer and Seller shall each pay one-half (1/2) of the escrow fees of Escrow Holder.

10.4 No documentary transfer tax shall be due because Buyer is a public entity.

10.5 No recording fees shall be due because Buyer is a public entity.

10.6 All other Closing Costs shall be paid in the manner customary in Riverside County.

10.7 If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall each pay one-half (1/2) of the Escrow Holder's fees and charges.

10.8 Each party shall be responsible for their respective legal fees and disbursements.

11. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:

11.1 No Proration of Property Taxes. The portion of current property taxes which would otherwise be allocable to the period after the close of Escrow shall not be allocated, as Purchaser is exempt from payment of property taxes. Accordingly, Escrow Agent shall pay and charge Seller for that portion of current property taxes and assessments and any penalties and interest thereon allocable to the period prior to the close of Escrow. Escrow Agent shall pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property. Seller shall have the sole right, after Close of Escrow, to apply to the Riverside County Tax Collector for refund of any excess property taxes which have been paid by Seller with respect to the Property. This refund would apply to the period after Buyer's acquisition of the Property, pursuant to Revenue and Taxation Code Section 5096.7.

11.2 Rents, Additional Rents and Other Charges. Rent, operating expense reimbursements, additional rent and other charges payable to the Seller, as landlord under the Tenant Leases (collectively, "**Rent**") shall be prorated as of the Close of Escrow based upon a thirty (30) day month and a three hundred sixty (360) day year. Buyer shall receive a credit against the Purchase Price for Rent, including Rent that Buyer may have paid to Seller, paid in advance to Seller for the period from and after the Close of Escrow. Seller shall assign Rent arrears to Buyer whereupon Buyer shall pay Rent arrears to Seller within thirty (30) days after collection, less Buyer's attorneys' fees or collection agency charges. Within three (3) business days following the Effective Date and at the Close of Escrow, Seller shall provide to Buyer an updated schedule of any and all past due or delinquent Rent owing in connection with the Property. Notwithstanding the foregoing, on or before May 31 of the calendar year immediately following the calendar year in which the Close of Escrow occurs, Seller and Buyer shall make a final adjustment in accordance with the provisions of this Section 11.2 (the "**Final Closing Adjustment**") of any additional rents due under the Tenant Leases for which final adjustments or prorations could not be determined at the Close of Escrow, if any, because of the lack of actual statements, bills or invoices for the current period, the year-end adjustment of common area maintenance, taxes and like items or any other reason. Any net adjustment in favor of Buyer or Seller is to be paid in cash by the other no later than thirty (30) days after the Final Closing Adjustment. The provisions of this paragraph shall survive the Closing of Escrow.

11.3 Security Deposits. Security deposits paid by Tenants, including the unused portion of the security deposit paid to Seller by Buyer, shall be fully credited to Buyer on the Close of Escrow. At Buyer's election, Buyer may receive a credit against the Purchase Price for such security deposits.

11.4 Adjustments. If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Close of Escrow regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. The provisions of this Section 11 shall survive the Close of Escrow and delivery of the Grant Deed.

12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

12.1 Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the parties.

12.2 Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of the Recorder of Riverside County, California, in the order set forth in this Agreement.

12.3 Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs including, without limitation, the payment of the Purchase Price to Seller, and disburse the balance of such funds, if any, to Buyer.

12.4 Document Delivery. Deliver originals and conformed copies of all documents to Seller and Buyer as appropriate.

12.5 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to buy the Property from Seller, Seller makes the following representations and warranties to Buyer, each of which is material and is being relied upon by Buyer, and the accuracy of which, in all material respects, as of the Close of Escrow, constitutes a condition precedent to Buyer's obligation to consummate the Close of Escrow:

13.1 Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nevada and which is authorized to transact business under the laws of the State of California. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and the execution, delivery and performance of this Agreement on the part of Seller have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller.

13.2 The entry by Seller into this Agreement and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the Property to which Seller is a party or by which it is bound.

13.3 There are no (a) pending actions, suits or proceedings which would materially and adversely affect Tenant Leases or the Property or the Seller's ability to consummate the transactions contemplated by this Agreement or (b) pending or threatened proceedings in eminent domain which would adversely affect the Property.

13.4 There are no agreements affecting the right to possession of the Property other than Tenant Leases, the Property Documents and/or any other instrument or document that is part of the Approved Conditions of Title.

13.5 There are no maintenance, service or other agreements (other than Tenant Leases) affecting or relating to the Property that cannot be terminated or cancelled by giving not more than thirty (30) days' notice**.**

13.6 The Tenant Leases, as provided to Buyer, are true and correct, complete and in full force and effect, and subject to no offsets for the benefit of the Tenants; no rent has been prepaid nor concessions given to Tenants other than as specified in the Tenant Leases or as disclosed to Buyer in writing; except Nolasco Consolidated, Inc., a California corporation, dba Allstate Insurance, no Tenant is in default under the Tenant Lease to which it is a party; and the Seller is not in default under any Tenant Lease. Seller has received no written notice of any actions, whether voluntary or otherwise, pending against any Tenant under any insolvency, bankruptcy or other debtor relief laws of the United States or of any state.

13.7 The Property Documents provided to Buyer are each complete originals or copies, do not contain any untrue statement of a material fact, do not omit to state a material fact

making the statements contained therein misleading, and are all of the Property Documents in Seller's possession, custody, or control. The documents provided to Buyer pursuant to Section 7.1(a)(iii)(6) and to Santolucito Dore Group in connection with the appraisal of the Property have been prepared in conformity with generally accepted accounting principles consistently applied, and accurately reflect the financial position of the Property.

13.8 Any brokerage commission or similar fee that is due or unpaid by Seller for any Tenant Lease at the time of the execution of this Agreement shall be the obligation of the Seller to pay prior to the Close of Escrow. There is no written or oral agreement that will obligate Buyer, as Seller's assignee, to pay any commission under any current Tenant Lease.

13.9 Neither Seller nor any entity or person that owns or controls Seller is bankrupt or insolvent under any applicable Federal or state standard, has filed for protection or relief under any applicable bankruptcy or creditor protection statute, or has been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. No general assignment for the benefit of creditors has been made by Seller and no trustee or receiver of Seller's property has been appointed. Seller is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. Seller and Buyer have negotiated this Agreement at arm's length and the consideration paid represents fair value for the assets being transferred.

13.10 Seller is not a "**foreign person**" within the meaning of 26 U.S.C.A. §1445(f)(3) and Seller is not, nor is any person who owns a controlling interest in or otherwise controls Seller, (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or on any other similar list maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (b) a person either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). Neither Seller nor any of its principals or affiliates is (x) a person or entity with which Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Orders, or (y) is affiliated or associated with a person or entity listed in the preceding clause (x). To the actual knowledge of Seller, neither Seller nor any of its principals or affiliates, nor any brokers or other agents acting in any capacity in connection with the transactions contemplated herein (I) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders or (II) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein, "**Anti-Terrorism Law**" means the OFAC Laws and Regulations, the Executive Orders and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended.

13.11 The rent roll to be provided per Section 7.1(a)(iii)(8) above to Buyer by Seller is, to Seller's actual knowledge, true and correct as of the Effective Date and conforms to the Tenant Leases.

13.12 Except as may be disclosed in the Property Documents, neither Seller nor any Tenant or third party, has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property. Additionally, Seller has not received any written notice that the Property has been or is in violation of any Environmental Law or any other Law.

The term "**Hazardous Material**" as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the Close of Escrow, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the Close of Escrow), and includes without limitation: any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term "**Environmental Law"** as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Material.

13.13 To Seller's best knowledge, there is no active owner's association governing the Property and no Common Area Maintenance fees in relation to any Reciprocal Easement Agreement or Declaration of Covenants, Conditions and Restrictions covering the Property (including without limitation Instrument Nos. 89-235583, 99-448329, 99-502892, 02-263061, and 04-0452407 of Official Records of the Recorder of Riverside County) have been assessed against or charged to Seller during Seller's ownership of the Property by any owner's association or any other property owner.

13.14 Survival; Limitation Period. Anything to the contrary notwithstanding, the representations and warranties in this Section 13 and Seller's representation in Section 20 hereof are the only representations and/or warranties of any kind made under this Agreement or otherwise in connection with the sale of the Property and such representations and warranties contained in this Section 13 shall be deemed to survive the Close of Escrow and the delivery of the Grant Deed for a period not to exceed two (2) years after the Closing Date ("**Limitation Period**") and no action, proceeding, suit or claim of any kind may be commenced or asserted by virtue of any of the representations or warranties contained in this Section 13 after the Limitation Period has expired. No claim for breach of a representation or warranty by Seller shall be actionable or payable by Seller if the breach in question results from or is based on a condition, state of facts or other matter which was actually known to Buyer prior to the Close of Escrow. If Buyer has actual knowledge of the incorrectness of any representation or warranty by Seller and fails to so notify

Seller prior to the Close of Escrow, then such representation or warranty shall be deemed to be stricken from this Agreement and shall be of no further force or effect.

13.15 Material Change. If, prior to the Closing Date, Seller becomes aware of any fact or circumstance that would (i) materially change a representation or warranty of Seller in this Agreement ("**Material Representation Change**") or (ii) constitute a material adverse change in the Property or its future use or operation ("**Material Adverse Change**"), then Seller shall promptly, and in all events at least five (5) days prior to the Closing Date (and the Closing Date shall be extended if necessary to give Buyer five days to review such Material Adverse Change), give written notice of such Material Representation Change or Material Adverse Change to Buyer.

14. Seller's Covenants. Seller agrees as follows:

14.1 Payment of All Obligations. Seller shall have discharged all mechanics' and materialmens' liens arising from labor and materials furnished prior to the Close of Escrow. Seller will discharge all of Seller's obligations and liabilities under the Property Documents arising prior to the Close of Escrow.

14.2 Seller Pre-Closing Maintenance and Contracts. Between Seller's execution of this Agreement and the Closing Date, Seller shall (i) maintain the Property in good order, condition and repair, reasonable wear and tear, condemnation and casualty damage excepted; (ii) not make any material physical changes to the Improvements; (iii) continue to manage the Property in the manner in which it is being managed; and (iv) not enter into any contracts or agreements affecting the Property unless such contracts can be completed or terminated prior to the Closing or Buyer, in its sole discretion, agrees to assume such contract or agreement as of the Closing Date, in which case such contracts shall be included within the term "**Service Contracts.**"

14.3 Tenant Leases. Except as provided in Section 14.4, Seller shall not materially modify, cancel, or amend any Tenant Lease, or enter into any new Tenant Lease between the Effective Date and the earlier of Close of Escrow or termination of this Agreement without Buyer's prior written approval.

14.4 Allstate Lease. Landlord shall, as soon as reasonably feasible and no later than five (5) days prior to Closing, terminate the Tenant Lease by and between Seller and Nolasco Consolidated, Inc., a California corporation dba Allstate Insurance dated July 25, 2022 (the "**Allstate Lease**") and provide notice to Buyer of the termination of the Allstate Lease. As of the Effective Date, Landlord shall withdraw any listing of and cease all efforts to market for lease the premises described in the Allstate Lease. Landlord reserves the right to seek any claims or demands against said Tenant that arose prior to the Closing Date.

14.5 Litigation. Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller which might affect the Property or any interest of Buyer.

14.6 Seller's Indemnity. Seller hereby indemnifies and holds Buyer harmless from any and all losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees (and those fees incurred upon any appeals) incurred or suffered by Buyer as a result of the breach by Seller of any of the representations and warranties contained in this

Agreement (subject to the Limitation Period set forth in Section 13.14), the failure by Seller to comply with any of the covenants contained in this Agreement or any other default by Seller under the terms of this Agreement. Section 16.2 only limits Buyer's rights hereunder for Seller's failure to close Escrow and this Section applies to all other breaches or defaults by Seller. Seller further agrees to defend, indemnify and hold Buyer harmless from and against liabilities arising (including reasonable attorney's fees and cost in defending against claims) out of the ownership, operation or maintenance of the Property during Seller's period of ownership.

15. Buyer's Representations and Warranties; No Liability of Seller; Indemnity and Release and Waiver.

15.1 Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

(a) Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Buyer is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. Buyer and Seller have negotiated this Agreement at arm's-length and the consideration paid represents fair value for the assets to be transferred.

(c) Buyer has or will inspect, review and become familiar with all matters that it believes pertinent to its ownership, operation and maintenance of the Property. Buyer has or will make such independent investigations, inspections, analyses and research as Buyer has deemed necessary or appropriate (or, in the alternative, Buyer has elected at its risk not to make such investigations, inspections, analyses and research), concerning the condition, ownership, use and operation of the Property, including, but not limited to, investigations, inspections, analyses and research of: (A) present and future Laws, including, without limitation, zoning, subdivision, environmental and other such Laws; (B) the obligations of the owner of the Property under all documents disclosed in the Title Report; (C) the necessity and availability of any entitlements or development approvals and permits; (D) the necessity or existence of any and all development costs, dedications, fees, charges or assessments that may be imposed or required to be paid in connection with any Laws or the obtaining of any development approvals, permits or entitlements or otherwise in connection with the development of the Property, all of which shall be the responsibility of Buyer; (E) the economic value of the Property; (F) the seismic and structural integrity of the Improvements constructed or installed on the Property; (G) the size, dimensions, location and topography of the Property; (H) any surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, such as aircraft overflight, traffic, climate, drainage and air; (I) the extent or condition of title to the Property and the extent of existing liens and encumbrances against the Property; (J) the possibility of future fees and assessments or increases in existing fees and assessments by one or more governmental

authorities; (K) the presence, use, transportation or storage of Hazardous Material on, over, under or nearby the Property; (L) the presence on the Property of threatened and endangered species under the Endangered Species Act; (M) the availability, character, quality, composition and/or adequacy of access to the Property; (N) the location on or near the Property of any earthquake faults; and (O) the availability or quality of reclaimed water provided by any utility company or governmental authority. The term "**Laws**" means all federal, state and local laws, statutes, codes, ordinances, rules, regulations, restrictions and limitations as they may be amended from time to time (each, individually, a "**Law**"). The term "**Laws**" shall include Environmental Laws.

(d) Each of the representations and warranties made by Buyer in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances that are contrary to the foregoing representations and warranties contained in this Section 15.

(e) Buyer represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms of, conditions of, or constitute a default under, any instrument or obligation by which Buyer is bound, or violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.

(f) Buyer represents and warrants that each person executing this Agreement is legally competent and is duly authorized so as to fully and legally bind Buyer.

15.2 No Liability of Seller; AS-IS Sale. Except for the representations and warranties of Seller expressly set forth in Section 13 and the covenants and agreements of Seller expressly set forth in this Agreement: (a) Buyer accepts the Property "**AS-IS, WHERE-IS, WITH ALL FAULTS**" in its existing state and condition at the Closing; (b) Buyer accepts the Property subject to any and all Laws which are now or may hereafter be imposed on or against the Property by any governmental authority; (c) Except as provided in Section 14, Seller is not obligated to do any processing, grading, restoration, repairs or other work of any kind or nature whatsoever on or with respect to the Property and, without limiting the generality of the foregoing, Seller is not responsible for any work on or Improvement of the Property necessary to cause the Property to meet any applicable Laws, to be suitable for any particular use, or to repair, retrofit or support any portion of the Improvements constructed on the Property due to the seismic or structural integrity (or any deficiencies therein) of such Improvements; (d) Buyer accepts the Property in the condition, and state of repair or lack of repair of the Improvements or any other portion of the Property; (e) Buyer accepts all of Tenant Leases and/or other restrictions, obligations, rights of way or conditions affecting the ownership, use, operation, development or operation of the Property; and (f) Buyer acknowledges that Seller has not warranted and does not hereby warrant that the Improvements will meet or comply with the requirements of any health, fire, building, zoning, or safety code, ordinance or regulation of the state of California, or City of Wildomar, or any other authority or jurisdiction and that Seller has not warranted and does not hereby warrant that the Property will meet or satisfy any particular use, purpose, development or operation.

15.3 Indemnity. Buyer hereby indemnifies and holds Seller harmless from any and all losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees (and those fees incurred upon any appeals) incurred or suffered by Seller as a result of the material breach by Buyer of any of the representations and warranties contained in this Agreement, the failure by Buyer to comply with any of the covenants contained in this Agreement or any other default by Buyer under the terms of this Agreement; provided however, no such default will be deemed to have occurred unless and until Seller has given Buyer written notice describing the nature of the default, and Buyer has failed to cure such default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing). Section 16.1 hereof sets forth the damages which Seller is entitled to receive as a result of Buyer's failure to close Escrow and this Section 15.3 applies only to other breaches by Buyer. Section 16.1 hereof only limits Seller's rights hereunder for Buyer's failure to close Escrow.

15.4 Survival of Buyer Representations, Warranties, Covenants and Indemnities. All the representations, warranties, covenants, agreements and indemnities of Buyer and Seller set forth herein and elsewhere in this Agreement shall be true upon the execution of this Agreement, and shall be deemed to be repeated at and as of Closing and shall survive Closing.

16. Default.

16.1 Liquidated Damages; Limitation on Liability**. IF CLOSE OF ESCROW DOES NOT OCCUR DUE TO BUYER COMMITTING A DEFAULT UNDER THIS AGREEMENT, THEN IN ANY SUCH EVENT, PROVIDED THAT SELLER IS NOT IN DEFAULT OF ITS OBLIGATIONS FOR THE CLOSE OF ESCROW, THE ESCROW HOLDER MAY BE INSTRUCTED BY SELLER, AND SELLER SHALL BE ENTITLED TO SO INSTRUCT ESCROW HOLDER, TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT, IN THE EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT REPRESENTED BY THE DEPOSIT, AND SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT, TOGETHER WITH ANY INTEREST ACCRUED THEREON AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW AND EQUITY.**

16.2 Seller's Default- Failure to Close. In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, including the failure of any condition set forth in Section 7.1, Buyer shall be entitled, as its sole remedy, either (i) to be reimbursed by Seller for expenses incurred in conducting its Due Diligence up to a maximum amount of $20,000 and to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement, provided that Buyer files suit for specific performance as set forth in the

last sentence of this Section 16.2 on or before thirty (30) days following the date upon which Closing was to have occurred, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Buyer expressly waives its rights to seek damages in the event the sale as contemplated hereunder is not consummated due to Seller's default hereunder, however, no such default shall be deemed to have occurred unless and until Buyer has given Seller written notice thereof, describing the nature of the default, and Seller has failed to cure such default within five days after receipt of such notice (and the Close of Escrow shall be extended, if necessary, to allow the Seller the full five day period).

16.3 Non-Liability of Seller Officials. None of the principals, members, officers, directors, agents, or employees of Seller shall be personally or individually liable under this Agreement and Buyer shall not look to any of the principals, members, officers, directors, agents, or employees of Seller personally or individually for the satisfaction of any claim under this Agreement.

16.4 Non-Liability of Buyer Officials. None of the elected officials, employees, agents, servants, contractors, or representatives of Buyer shall be personally or individually liable under this Agreement and Seller shall not look to any of the elected officials, employees, agents, servants, contractors, or representatives of Buyer personally or individually for the satisfaction of any claim under this Agreement.

17. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding of which Seller has received written notice or which has commenced or occurred prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property or if as a result of such damage or proceeding, such that any Tenant Lease provides any Tenant the right to terminate its Tenant Lease (unless such Tenant has waived such right), then Buyer shall, at its option, elect in writing to Seller and Escrow Holder not later than two (2) days prior to the scheduled date for the Close of Escrow as determined pursuant to Section 4 hereof, either to: (a) terminate this Agreement, in which event all funds deposited by Buyer into and remaining in Escrow together with any interest accrued thereon shall be returned to Buyer and neither party shall have any further rights or obligations hereunder (except those obligations of this Agreement that by their terms survive termination); or (b) continue the Agreement in effect without adjustment to the Purchase Price and Seller shall have no obligation for any repair or restoration to the Property, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, insurance proceeds, awards or other payments or relief resulting from such casualty or condemnation proceeding relating to the Property and Buyer shall be credited at the Close of Escrow with the amount of any deductible under the applicable insurance policies in the event of any such casualty.

18. Post-Closing Maintenance; Pre-Closing Repairs or Holdback.

18.1 Post-Closing Maintenance. In addition to the Property, Seller owns several parcels in the shopping center of which the Property is a part, including Assessor Parcel Numbers 380-240-050-4, 380-240-051-5, 380-240-038-4, 380-240-037-3, and 380-240-027-4, and will continue to own these parcels after Close of Escrow. Seller is currently a party to several services

contracts with independent contractors who provide maintenance or security services to both the Property and the additional parcels listed in this Section 18 above, including landscaping services, parking lot sweeping, sidewalk cleaning, security services, and pest control services. Because these contracts address the provision of services to both the Property and these other parcels that Seller will continue to own, it is impractical for Seller to partially assign these contracts to Buyer at Closing. Promptly following the Effective Date, the Parties shall negotiate and draft a comprehensive post-closing maintenance agreement ("**Post Closing Maintenance Agreement**") to include, among other terms and provisions, the key terms set forth in the Post-Closing Maintenance Agreement Terms attached hereto as **Exhibit I**. The Parties agree to enter into the comprehensive Post-Closing Maintenance Agreement at Closing, to ensure that the Property continues to receive these maintenance and security services until such time as Buyer is able to enter into its own contracts for the provision of some or all of these services to the Property. For the avoidance of doubt, pursuant to the Post-Closing Maintenance Agreement or otherwise, Buyer shall not be responsible for paying any of Seller's costs to maintain those other parcels that Seller owns (as listed above) accruing after the Close of Escrow.

18.2 Pre-Closing Repairs or Holdback Agreement. Seller shall complete the repairs and replacements described in **Exhibit J** ("**Repair Work**") and obtain Buyer's written approval of the Repair Work prior to the Close of Escrow, which approval shall not be unreasonably withheld. The Parties shall negotiate a credit for items 9 and 15 and execute an amendment to confirm the amount of the credits at least five (5) days prior to Close of Escrow. If Escrow Holder has not received confirmation from Buyer that all of the Repair Work has been completed by the Close of Escrow, the parties shall enter into an Escrow Holdback Agreement in the form attached as **Exhibit K** and Escrow Holder shall withhold from the Purchase Price the cost of the uncompleted Repair Work as stated on **Exhibit J** and Seller shall complete those uncompleted items of the Repair Work following the Close of Escrow but no later than December 31, 2023.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall sent by certified mail, postage prepaid, return receipt requested or by a recognized overnight courier and shall be deemed received upon the date of delivery to the address of the person to receive such notice as evidenced by the return receipt or proof of delivery slip of such overnight courier. In addition, notice may be provided by electronic transmission (email), in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service. Any notice given by email shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

To Seller: CFT NV DEVELOPMENTS, LLC
Attention: David Luo
1120 N. Town Center Drive
Suite 150
Las Vegas, NV 89144
Email: David.Luo@PandaRG.com / Huell.Kim@PandaRG.com

With a Copy To: CFT NV DEVELOPMENTS, LLC
Attention: CFT RE Legal
1120 N. Town Center Drive
Suite 150
Las Vegas, NV 89144
Email: CFTRELegalGrp@PandaRG.com

To Buyer: City of Wildomar
Attention: City Manager
23873 Clinton Keith Road
Suite 201
Wildomar, CA 92595
Email: dyork@cityofwildomar.org

With a Copy To: City of Wildomar
Attention: City Attorney
23873 Clinton Keith Road
Suite 201
Wildomar, CA 92595
Email: tjex@bwslaw.com

Escrow Holder: Corner Escrow, Inc.
25220 Hancock Ave.
Suite 250
Murrieta, CA 92562
Attn: Jennifer Underwood
Email: Jennifer@cornerescrow.com

Title Company: First American Title Company
3633 Inland Empire Blvd
Suite 130
Ontario, CA 91764
Attention: Tammy Kerr

Notice of change of address or email address shall be given by written notice in the manner detailed in this Section 19. Rejection or other refusal to accept or the inability to deliver because of changed address or email address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

20. Brokers. Buyer and Seller both agree that there are no brokers involved in this transaction. Each party represents that no person, corporation, or partnership acting as a real estate broker, finder or real estate agent has brought about this Agreement. Buyer hereby agrees to indemnify, save harmless, protect and defend Seller from and against any claims for brokers' or finders' fees for the consummation of this Agreement if such claims shall be based upon any statement or representation or agreement by Buyer. Seller hereby agrees to indemnify, save

harmless, protect and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. The provisions of this Section 20 shall survive the termination of this Agreement and Close of Escrow and delivery of the Grant Deed.

21. Buyer's Lease. The Parties acknowledge and agree that the Lease by and between Buyer and Seller shall merge with Buyer's fee interest acquired upon Close of Escrow, and that no termination fee or penalty shall be owed by Buyer to Seller. Buyer shall have no further obligations under the Lease except the obligation to pay any Rent (as defined in the Lease) that accrued prior to the Close of Escrow.

22. Legal Fees. Should any litigation be commenced between the parties hereto or their representatives concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, the party prevailing in such litigation, whether by out-of-court settlement or final judgment, shall be entitled, in addition to such other relief as may be granted, to the actual sum as and for reasonable attorneys' fees incurred in such litigation and any appeals in connection therewith. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit including, without limitation, actual attorneys' fees reasonably incurred and costs and expenses incurred in connection with (a) enforcing, perfecting and executing such judgment; (b) post judgment motions; (c) contempt proceedings; (d) garnishment, levee, and debtor and third-party examinations; (e) discovery; and (f) bankruptcy litigation.

23. Assignment. Except as set forth in this Section 23, Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion. Any attempted assignment without the prior written consent of Seller shall be void and Buyer shall be deemed in default hereunder. The foregoing notwithstanding, Buyer may, without Seller's consent, assign its rights and/or obligations under this Agreement to an entity in which Buyer or its principal has a majority ownership interest ("**Permitted Assignee**"), provided that Buyer is not in default hereunder and the assignee assumes all of the obligations and liabilities hereunder of Buyer in writing before the assignment becomes effective. Upon such assignment, the Permitted Assignee shall be deemed to be the Buyer hereunder. Anything to the contrary notwithstanding, any permitted assignment(s) shall not relieve the assigning party from its liability under this Agreement nor shall consent to one assignment be construed to be consent to any further assignment.

24. Miscellaneous.

24.1 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake all actions pursuant to the provisions hereof in order to consummate the purchase and sale herein contemplated and shall use their commercially reasonable efforts to accomplish the Close of Escrow in accordance with the provisions hereof; provided, however, Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement.

24.2 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

24.3 Counterparts; Electronic Signatures. 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. All executed counterparts shall constitute one agreement and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signatures.

24.4 Captions. Any captions to, or headings of, the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

24.5 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

24.6 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

24.7 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

24.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of laws rules, and venue shall be in Riverside County.

24.10 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

24.11 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

24.12 Partial Invalidity. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.

24.13 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

24.14 Preparation of Agreement. Buyer and Seller acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against either party by reason of such party having drafted such provision or this Agreement.

24.15 Execution of Agreement. This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and Seller.

24.16 No Recording. Buyer shall not submit this Agreement or any memorandum or "short-form" hereof for recording in any place or office of public record or otherwise seek to have same recorded, and any action in violation of this provision shall be deemed to be a default hereunder and shall permit Seller to terminate this Agreement by notice delivered to Buyer.

24.17 No Equitable Ownership. Prior to the conveyance of title to the Property to Buyer, Buyer shall not acquire, assume or otherwise obtain any equitable ownership claim or interest in the Property in any manner whatsoever.

24.18 Next Succeeding Business Day. In the event the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

24.19 Tax Deferred Exchange. If requested by a party, Seller and Buyer shall cooperate in structuring this transaction to accommodate a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"). This cooperation shall include execution of all documents reasonably required to accomplish the exchange, including participation with an exchange intermediary. No exchange cooperation is required if it will delay the close of this transaction or will impose any material additional expense on a cooperating party.

[Signatures are on the following page]

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

"**SELLER**"

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: _____
Name: David Luo
Its: Manager

Approved as to form: _____

"**BUYER**"

CITY OF WILDOMAR,
a California municipal corporation

By: _____
Dan York, City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

A**cceptance by Escrow Holder:**

Corner Escrow, Inc. hereby acknowledges that it has received a fully-executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Corner Escrow, Inc.

By:_____

Print Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL A:

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 12, 13 AND 14 OF LOT LINE ADJUSTMENT NO. 4131, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A AND SAID PARCEL 14 SOUTH 01º 16' 18" EAST, 437.85 FEET; THENCE LEAVING SAID EAST LINE SOUTH 51º 33' 48" WEST, 52.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 92.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37º 09' 53" AN ARC LENGTH OF 60.00 FEET; THENCE SOUTH 88º 43' 41" WEST, 148.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01º 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 88º 43' 41" EAST, 129.10 FEET; THENCE NORTH 01º 16' 18" WEST, 327.76 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE NORTH 88º 43' 42" EAST, 116.90 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF PARCELS 9 THROUGH 12, AND LOTS "A" AND "Q" (OAK SPRINGS ROAD) OF "AMENDED" PARCEL MAP 22776, AS SHOWN ON MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF PARCELS "B", "G", AND "J" OF LOT LINE ADJUSTMENT NO. 3959 BY DOCUMENT RECORDED AUGUST 12, 1998 AS FILE NO. 337999, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01º 16' 18" EAST ALONG THE EAST LINE OF SAID

“AMENDED” PARCEL MAP 22776, A DISTANCE OF 1247.51 FEET; THENCE SOUTH 73º 10’ 49” WEST, A DISTANCE OF 41.00 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73º 10’ 49” WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 88º 43’ 42” WEST A DISTANCE OF 323.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 20.80 FEET; THENCE NORTH 31º 40’ 21” WEST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 90.20 FEET; THENCE NORTH 01º 16’ 18” WEST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 214.77 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 93.46 FEET; THENCE NORTH 26º 12’ 18” WEST TANGENT TO SAID CURVE A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 148.37 FEET; THENCE NORTH 19º 29’ 56” EAST TANGENT TO SAID CURVE A DISTANCE OF 96.61 FEET; THENCE NORTH 26º 41’ 15” EAST A DISTANCE OF 55.11 FEET; THENCE NORTH 26º 19’ 34” EAST A DISTANCE OF 157.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1046.23 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 67º 29’ 32” WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06º 47’ 57” AN ARC DISTANCE OF 128.90 FEET; THENCE NORTH 29º 18’ 24” WEST TANGENT TO SAID CURVE, A DISTANCE OF 46.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46º 14’ 42” AN ARC DISTANCE OF 32.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CLINTON KEITH ROAD, 55.00 FEET HALF WIDTH AS SHOWN ON SAID “AMENDED” PARCEL MAP 22776, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1745.00 FEET THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27º 57’ 03” EAST, A RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 40.00 FEET BEARS SOUTH 73º 03’ 43” EAST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03º 27’ 09” AN ARC DISTANCE OF 105.15 FEET TO A POINT OF CUSP, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 31º 24’ 12” EAST; THENCE SOUTH 76º 31’ 48” EAST, A DISTANCE OF 33.84 FEET; THENCE SOUTH 29º 18’ 24” EAST, A DISTANCE OF 51.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1018.23 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05º 07’ 57” AN ARC

DISTANCE OF 91.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 65º 49’ 33” WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50º 30’ 01” AN ARC DISTANCE OF 66.10 FEET; THENCE SOUTH 26º 19’ 34” WEST TANGENT TO SAID CURVE A DISTANCE OF 67.82 FEET; THENCE SOUTH 26º 41’ 15” WEST, A DISTANCE OF 57.31 FEET; THENCE SOUTH 19º 29’ 56” WEST A DISTANCE OF 99.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 180.28 FEET; THENCE SOUTH 26º 12’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 174.77 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 76.05 FEET; THENCE SOUTH 01º 16’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 111.42 FEET; THENCE SOUTH 31º 40’ 21” EAST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 62.41 FEET; THENCE NORTH 88º 43’ 42” EAST TANGENT TO SAID CURVE A DISTANCE OF 329.32 FEET; THENCE NORTH 70º 09’ 32” EAST, A DISTANCE OF 95.32 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET THE RADIAL LINE FROM SAID POINT BEARS NORTH 14º 38’ 01” EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58º 32’ 48” AN ARC DISTANCE OF 41.90 FEET TO THE TRUE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS NORTH 73º 10’ 49” EAST.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT “A” (OAK SPRINGS ROAD) OF “AMENDED PARCEL MAP 22776”, AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG THE EAST LINE OF SAID “AMENDED” PARCEL MAP 22776, A DISTANCE OF 23.51 FEET FOR THE TRUE POINT

OF BEGINNING; THENCE SOUTH 80º 54’ 45” WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 06º 00’ 34” EAST, A DISTANCE OF 116.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 25.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1019.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13º 38’ 40” AN ARC DISTANCE OF 25.72 FEET; THENCE SOUTH 12º 22’ 22” WEST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 103º 38’ 40” AN ARC DISTANCE OF 74.17 FEET TO SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE NORTH 01º 16’ 18” WEST ALONG SAID EAST LINE, A DISTANCE OF 1265.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

APN: 380-240-048-3

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO:

City of Wildomar
Attention: City Clerk
23873 Clinton Keith Road
Suite 201
Wildomar, CA 92595

EXEMPT FROM REOCRDING FEES
PER GOVERNMENT CODE §27383

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
This transaction is exempt from documentary transfer tax pursuant to Revenue & Taxation Code Section §11922.
City of Wildomar, an exempt agency, is acquiring title.

Exempt from the Building Homes and Jobs Act Fee per Government Code §27388.1(A)(2)(D). This document is being recorded by a municipality.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company, GRANTS to CITY OF WILDOMAR, a California municipal corporation, the following described real property located in the City of Wildomar, County of Riverside, State of California, as described on **Attachment 1** attached hereto.

GRANTOR

CFT NV Developments, LLC,
a Nevada limited liability company

By: _____
Its: _____

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, _____Notary Public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to me 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.

_____

ATTACHMENT 1 to GRANT DEED

Legal Description

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

PARCEL A:

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 12, 13 AND 14 OF LOT LINE ADJUSTMENT NO. 4131, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A AND SAID PARCEL 14 SOUTH 01º 16' 18" EAST, 437.85 FEET; THENCE LEAVING SAID EAST LINE SOUTH 51º 33' 48" WEST, 52.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 92.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37º 09' 53" AN ARC LENGTH OF 60.00 FEET; THENCE SOUTH 88º 43' 41" WEST, 148.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01º 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 88º 43' 41" EAST, 129.10 FEET; THENCE NORTH 01º 16' 18" WEST, 327.76 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE NORTH 88º 43' 42" EAST, 116.90 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF PARCELS 9 THROUGH 12, AND LOTS "A" AND "Q" (OAK SPRINGS ROAD) OF "AMENDED" PARCEL MAP 22776, AS SHOWN ON MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF PARCELS "B", "G", AND "J" OF LOT LINE ADJUSTMENT NO. 3959 BY DOCUMENT RECORDED AUGUST 12, 1998 AS FILE NO. 337999, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01º 16' 18" EAST ALONG THE EAST LINE OF SAID

"AMENDED" PARCEL MAP 22776, A DISTANCE OF 1247.51 FEET; THENCE SOUTH 73º 10' 49" WEST, A DISTANCE OF 41.00 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73º 10' 49" WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 88º 43' 42" WEST A DISTANCE OF 323.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59º 35' 58" AN ARC DISTANCE OF 20.80 FEET; THENCE NORTH 31º 40' 21" WEST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30º 24' 02" AN ARC DISTANCE OF 90.20 FEET; THENCE NORTH 01º 16' 18" WEST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 214.77 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24º 56' 00" AN ARC DISTANCE OF 93.46 FEET; THENCE NORTH 26º 12' 18" WEST TANGENT TO SAID CURVE A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45º 42' 14" AN ARC DISTANCE OF 148.37 FEET; THENCE NORTH 19º 29' 56" EAST TANGENT TO SAID CURVE A DISTANCE OF 96.61 FEET; THENCE NORTH 26º 41' 15" EAST A DISTANCE OF 55.11 FEET; THENCE NORTH 26º 19' 34" EAST A DISTANCE OF 157.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1046.23 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 67º 29' 32" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06º 47' 57" AN ARC DISTANCE OF 128.90 FEET; THENCE NORTH 29º 18' 24" WEST TANGENT TO SAID CURVE, A DISTANCE OF 46.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46º 14' 42" AN ARC DISTANCE OF 32.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CLINTON KEITH ROAD, 55.00 FEET HALF WIDTH AS SHOWN ON SAID "AMENDED" PARCEL MAP 22776, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1745.00 FEET THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27º 57' 03" EAST, A RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 40.00 FEET BEARS SOUTH 73º 03' 43" EAST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03º 27' 09" AN ARC DISTANCE OF 105.15 FEET TO A POINT OF CUSP, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 31º 24' 12" EAST; THENCE SOUTH 76º 31' 48" EAST, A DISTANCE OF 33.84 FEET; THENCE SOUTH 29º 18' 24" EAST, A DISTANCE OF 51.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1018.23 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05º 07' 57" AN ARC

DISTANCE OF 91.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 65º 49’ 33” WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50º 30’ 01” AN ARC DISTANCE OF 66.10 FEET; THENCE SOUTH 26º 19’ 34” WEST TANGENT TO SAID CURVE A DISTANCE OF 67.82 FEET; THENCE SOUTH 26º 41’ 15” WEST, A DISTANCE OF 57.31 FEET; THENCE SOUTH 19º 29’ 56” WEST A DISTANCE OF 99.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 180.28 FEET; THENCE SOUTH 26º 12’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 174.77 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 76.05 FEET; THENCE SOUTH 01º 16’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 111.42 FEET; THENCE SOUTH 31º 40’ 21” EAST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 62.41 FEET; THENCE NORTH 88º 43’ 42” EAST TANGENT TO SAID CURVE A DISTANCE OF 329.32 FEET; THENCE NORTH 70º 09’ 32” EAST, A DISTANCE OF 95.32 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET THE RADIAL LINE FROM SAID POINT BEARS NORTH 14º 38’ 01” EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58º 32’ 48” AN ARC DISTANCE OF 41.90 FEET TO THE TRUE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS NORTH 73º 10’ 49” EAST.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT “A” (OAK SPRINGS ROAD) OF “AMENDED PARCEL MAP 22776”, AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG THE EAST LINE OF SAID “AMENDED” PARCEL MAP 22776, A DISTANCE OF 23.51 FEET FOR THE TRUE POINT

OF BEGINNING; THENCE SOUTH 80º 54’ 45” WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 06º 00’ 34” EAST, A DISTANCE OF 116.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 25.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1019.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13º 38’ 40” AN ARC DISTANCE OF 25.72 FEET; THENCE SOUTH 12º 22’ 22” WEST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 103º 38’ 40” AN ARC DISTANCE OF 74.17 FEET TO SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE NORTH 01º 16’ 18” WEST ALONG SAID EAST LINE, A DISTANCE OF 1265.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

APN: 380-240-048-3

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company to CITY OF WILDOMAR, a California municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of City Council pursuant to authority conferred by resolution of the City Council adopted on _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By_____
Dan York, City Manager

EXHIBIT C

TENANT LEASES

Leases with the following Tenants:

1. Nolasco Consolidated, Inc. dba Allstate Insurance
2. City of Wildomar
3. Core Tree Care, Inc.
4. Edward D. Jones & Co. L.P.
5. Guild Mortgage Company LLC

EXHIBIT D

FORM OF TENANT ESTOPPEL CERTIFICATE

[Date]

City of Wildomar
Attention: City Manager
23873 Clinton Keith Rd
Suite 201
Wildomar, CA 92595

RE: 23873 Clinton Keith Road, Wildomar, CA (the "Property")

Ladies and Gentlemen:

The undersigned ("Tenant") has been advised you may purchase the above Property, and we hereby represent, warrant and certify to you that:

1. The undersigned is the Tenant of CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company ("Landlord"), in the above Property, and is currently in possession and paying rent on premises known as 23873 Clinton Keith Road, Suite __, Wildomar, CA, and containing approximately [*number of square feet*] square feet (the "Premises"), under the terms of that certain lease dated [*date of lease*] (as the same may have been amended, the "Lease"). There are no amendments or modifications to the Lease except as follows: [*identification of lease amendments*]. Except as set forth in this paragraph 1, there are no other written or oral agreements between Tenant and Landlord. Tenant neither expects nor has been promised any inducement, concession or consideration for entering into the Lease, except as stated therein, and there are no side agreements or understandings between Landlord and Tenant.

2. As of the date of this Certificate, the Lease is in full force, has not been terminated, and is enforceable in accordance with its terms, subject only to any offsets, counterclaims, or defenses set forth in Section 8 hereof.

3. Tenant has accepted and is currently occupying the Premises.

4. The term of the Lease commenced on [*date of commencement*], and expires on [*date of termination*]. Tenant has [*specify of remaining options*] remaining options to extend of [*text number of years*] ([*number of years*]) years each.

5. Tenant has given [*no security deposit/a security deposit of $[dollar amount of deposit*]].

6. No payments by Tenant under the Lease have been made for more than one (1) month in advance, and minimum rents and other charges under the Lease are current.

7. All obligations of the Landlord under the Lease, including but not limited to those of an inducement nature and those concerning the construction of the Tenant's premises and

development of the Property have been performed by Landlord, except as follows: [*specification of exceptions*].

8. No default exists on the part of either Landlord or Tenant under the Lease, and no circumstances exist, which, with notice or the passage of time, or both, would constitute a default on the part of either Landlord or Tenant under the Lease, except as follows: [*specification of exceptions*].

9. The undersigned has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises except as follows: [*specification of exceptions*]

10. A true and correct copy of the Lease and all amendments thereto is attached hereto as Exhibit 1.

The undersigned makes this statement for your benefit and protection with the understanding that you intend to rely upon this statement in connection with your intended purchase of the above described Property from Landlord. The undersigned agrees that it will, upon receipt of written notice from Landlord, commence to pay all rents to you or to any agent acting on your behalf.

Very truly yours,

_____

[Name of tenant]
[Address of tenant]
By:

_____

[Name of authorized representative]
[Title of authorized representative]

EXHIBIT E

FORM OF ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale is made this _____ day of 2023. Reference is made to that certain property located in the County of Riverside, State of California and described in more detail on Attachment 1 attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "**Property**").

For good and valuable consideration, receipt of which is acknowledged, the undersigned, _____ ("**Seller**"), sells, transfers, assigns, conveys and delivers to CITY OF WILDOMAR, a California municipal corporation ("**Buyer**"), all of Seller's right, title and interest in all assets, materials used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all items of personal property used in connection with the Property and/or Improvements; (ii) all entitlements, permits, subdivision agreements and other agreements relating to the development of Property; (iii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iv) all warranties relating to and benefiting the Property or the assets transferred hereby; (v) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights under any covenants, conditions and restrictions affecting the Property.

This Assignment and Bill of Sale specifically excludes any and all refunds, remittances or claims due or owing to Seller from any contractors or any other third parties pertaining to the development of the Property, and stemming from circumstances, events or obligations arising prior to the date hereof.

SELLER:

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: _____
Name: _____
Its: _____
Approved as to form: _____

ATTACHMENT 1 TO ASSIGNMENT AND BILL OF SALE

LEGAL DESCRIPTION

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

PARCEL A:

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 12, 13 AND 14 OF LOT LINE ADJUSTMENT NO. 4131, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A AND SAID PARCEL 14 SOUTH 01º 16' 18" EAST, 437.85 FEET; THENCE LEAVING SAID EAST LINE SOUTH 51º 33' 48" WEST, 52.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 92.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37º 09' 53" AN ARC LENGTH OF 60.00 FEET; THENCE SOUTH 88º 43' 41" WEST, 148.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01º 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 88º 43' 41" EAST, 129.10 FEET; THENCE NORTH 01º 16' 18" WEST, 327.76 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE NORTH 88º 43' 42" EAST, 116.90 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF PARCELS 9 THROUGH 12, AND LOTS "A" AND "Q" (OAK SPRINGS ROAD) OF "AMENDED" PARCEL MAP 22776, AS SHOWN ON MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF PARCELS "B", "G", AND "J" OF LOT LINE ADJUSTMENT NO. 3959 BY DOCUMENT RECORDED AUGUST 12, 1998 AS FILE NO. 337999, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01º 16' 18" EAST ALONG THE EAST LINE OF SAID

“AMENDED” PARCEL MAP 22776, A DISTANCE OF 1247.51 FEET; THENCE SOUTH 73º 10’ 49” WEST, A DISTANCE OF 41.00 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73º 10’ 49” WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 88º 43’ 42” WEST A DISTANCE OF 323.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 20.80 FEET; THENCE NORTH 31º 40’ 21” WEST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 90.20 FEET; THENCE NORTH 01º 16’ 18” WEST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 214.77 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 93.46 FEET; THENCE NORTH 26º 12’ 18” WEST TANGENT TO SAID CURVE A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 148.37 FEET; THENCE NORTH 19º 29’ 56” EAST TANGENT TO SAID CURVE A DISTANCE OF 96.61 FEET; THENCE NORTH 26º 41’ 15” EAST A DISTANCE OF 55.11 FEET; THENCE NORTH 26º 19’ 34” EAST A DISTANCE OF 157.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1046.23 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 67º 29’ 32” WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06º 47’ 57” AN ARC DISTANCE OF 128.90 FEET; THENCE NORTH 29º 18’ 24” WEST TANGENT TO SAID CURVE, A DISTANCE OF 46.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46º 14’ 42” AN ARC DISTANCE OF 32.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CLINTON KEITH ROAD, 55.00 FEET HALF WIDTH AS SHOWN ON SAID “AMENDED” PARCEL MAP 22776, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1745.00 FEET THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27º 57’ 03” EAST, A RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 40.00 FEET BEARS SOUTH 73º 03’ 43” EAST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03º 27’ 09” AN ARC DISTANCE OF 105.15 FEET TO A POINT OF CUSP, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 31º 24’ 12” EAST; THENCE SOUTH 76º 31’ 48” EAST, A DISTANCE OF 33.84 FEET; THENCE SOUTH 29º 18’ 24” EAST, A DISTANCE OF 51.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1018.23 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05º 07’ 57” AN ARC

DISTANCE OF 91.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 65º 49’ 33” WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50º 30’ 01” AN ARC DISTANCE OF 66.10 FEET; THENCE SOUTH 26º 19’ 34” WEST TANGENT TO SAID CURVE A DISTANCE OF 67.82 FEET; THENCE SOUTH 26º 41’ 15” WEST, A DISTANCE OF 57.31 FEET; THENCE SOUTH 19º 29’ 56” WEST A DISTANCE OF 99.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 180.28 FEET; THENCE SOUTH 26º 12’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 174.77 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 76.05 FEET; THENCE SOUTH 01º 16’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 111.42 FEET; THENCE SOUTH 31º 40’ 21” EAST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 62.41 FEET; THENCE NORTH 88º 43’ 42” EAST TANGENT TO SAID CURVE A DISTANCE OF 329.32 FEET; THENCE NORTH 70º 09’ 32” EAST, A DISTANCE OF 95.32 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET THE RADIAL LINE FROM SAID POINT BEARS NORTH 14º 38’ 01” EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58º 32’ 48” AN ARC DISTANCE OF 41.90 FEET TO THE TRUE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS NORTH 73º 10’ 49” EAST.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT “A” (OAK SPRINGS ROAD) OF “AMENDED PARCEL MAP 22776”, AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG THE EAST LINE OF SAID “AMENDED” PARCEL MAP 22776, A DISTANCE OF 23.51 FEET FOR THE TRUE POINT

OF BEGINNING; THENCE SOUTH 80º 54’ 45” WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 06º 00’ 34” EAST, A DISTANCE OF 116.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 25.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1019.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13º 38’ 40” AN ARC DISTANCE OF 25.72 FEET; THENCE SOUTH 12º 22’ 22” WEST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 103º 38’ 40” AN ARC DISTANCE OF 74.17 FEET TO SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE NORTH 01º 16’ 18” WEST ALONG SAID EAST LINE, A DISTANCE OF 1265.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

APN: 380-240-048-3

EXHIBIT F

FORM OF CERTIFICATE OF NONFOREIGN STATUS

To inform City of Wildomar, a California municipal corporation ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1954, as amended ("**Code**") will not be required by CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company (the "**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer or tax (social security) identification number is: _____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

TRANSFEROR

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: _____
Name: _____
Its: _____

Approved as to form: _____

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("**Assignment**"), made as of _____, 202__ ("**Effective Date**"), by and between CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company ("**Seller**"), and CITY OF WILDOMAR, a California municipal corporation ("**Buyer**").

WITNESSETH:

WHEREAS, contemporaneously with the execution and delivery hereof, Seller has conveyed to Buyer all that tract or parcel of land more particularly described in Attachment 1 attached hereto and incorporated herein by reference (referred to as the "**Real Property**");

WHEREAS, the purchase and sale of the Real Property is being made pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions ("**Purchase Agreement**") dated as of _____, 2023, by and between Seller and Buyer;

WHEREAS, in connection with such conveyance of the Real Property, Seller and Buyer have agreed that Seller shall transfer and assign to Buyer all right, title and interest of Seller in and to all leases demising spaces to tenants on the Real Property, which leases are listed on Attachment 2 attached hereto and incorporated herein by reference (collectively, the "**Leases**"); and

WHEREAS, Seller and Buyer have further agreed that Buyer shall expressly assume by executing this Assignment all of the obligations of Seller, from and after the date hereof, under each of the Leases;

NOW THEREFORE, for and in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by each party hereto, Seller and Buyer hereby agree as follows:

1. Transfer and Assignment. Seller hereby sells, transfers, assigns, delivers and conveys to Buyer, its successors and assigns, all right, title and interest of Seller in, to and under the Leases. Seller agrees to indemnify, defend and hold Buyer harmless with respect to any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) ("**Claims**") arising under the Leases out of occurrences prior to the Effective Date. By its assumption hereof as evidenced in the following paragraph, Buyer hereby agrees to indemnify, defend and hold Seller harmless with respect to all Claims arising under the Leases out of occurrences from and after the Effective Date.

2. Assumption of Obligations. Buyer hereby assumes and agrees to observe, perform, carry out and discharge on time and in full all of the obligations and duties of Seller under each of the Leases listed on Attachment 2 attached hereto for that period of time from and after the date hereof, including without limitation (a) all covenants, obligations and liabilities of the

lessor and landlord under or with respect to the Leases; and (b) all of Seller's covenants and obligations with respect to the security deposits made under the Leases or imposed by applicable law, to the extent that such security deposits have been this day transferred and assigned by Seller to Buyer and received by Buyer.

3. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California.

4. Binding Effect. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.

5. Counterparts. This Assignment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Assignment. Seller and Buyer hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signatures.

IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be executed as of the day and year first above written.

[*Signature Pages Follow]*

"SELLER"

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: _____
Name: _____
Its: _____

Approved as to form: _____

"BUYER"

CITY OF WILDOMAR, a California municipal corporation

By: _____
Dan York, City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTACHMENT 1 TO ASSIGNMENT AND ASSUMPTION OF LEASES

Real Property

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

PARCEL A:

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 12, 13 AND 14 OF LOT LINE ADJUSTMENT NO. 4131, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A AND SAID PARCEL 14 SOUTH 01º 16' 18" EAST, 437.85 FEET; THENCE LEAVING SAID EAST LINE SOUTH 51º 33' 48" WEST, 52.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 92.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37º 09' 53" AN ARC LENGTH OF 60.00 FEET; THENCE SOUTH 88º 43' 41" WEST, 148.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01º 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 88º 43' 41" EAST, 129.10 FEET; THENCE NORTH 01º 16' 18" WEST, 327.76 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE NORTH 88º 43' 42" EAST, 116.90 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF PARCELS 9 THROUGH 12, AND LOTS "A" AND "Q" (OAK SPRINGS ROAD) OF "AMENDED" PARCEL MAP 22776, AS SHOWN ON MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF PARCELS "B", "G", AND "J" OF LOT LINE ADJUSTMENT NO. 3959 BY DOCUMENT RECORDED AUGUST 12, 1998 AS FILE NO. 337999, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP

22776; THENCE SOUTH 01º 16’ 18” EAST ALONG THE EAST LINE OF SAID “AMENDED” PARCEL MAP 22776, A DISTANCE OF 1247.51 FEET; THENCE SOUTH 73º 10’ 49” WEST, A DISTANCE OF 41.00 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73º 10’ 49” WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 88º 43’ 42” WEST A DISTANCE OF 323.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 20.80 FEET; THENCE NORTH 31º 40’ 21” WEST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 90.20 FEET; THENCE NORTH 01º 16’ 18” WEST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 214.77 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 93.46 FEET; THENCE NORTH 26º 12’ 18” WEST TANGENT TO SAID CURVE A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 148.37 FEET; THENCE NORTH 19º 29’ 56” EAST TANGENT TO SAID CURVE A DISTANCE OF 96.61 FEET; THENCE NORTH 26º 41’ 15” EAST A DISTANCE OF 55.11 FEET; THENCE NORTH 26º 19’ 34” EAST A DISTANCE OF 157.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1046.23 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 67º 29’ 32” WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06º 47’ 57” AN ARC DISTANCE OF 128.90 FEET; THENCE NORTH 29º 18’ 24” WEST TANGENT TO SAID CURVE, A DISTANCE OF 46.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46º 14’ 42” AN ARC DISTANCE OF 32.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CLINTON KEITH ROAD, 55.00 FEET HALF WIDTH AS SHOWN ON SAID “AMENDED” PARCEL MAP 22776, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1745.00 FEET THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27º 57’ 03” EAST, A RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 40.00 FEET BEARS SOUTH 73º 03’ 43” EAST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03º 27’ 09” AN ARC DISTANCE OF 105.15 FEET TO A POINT OF CUSP, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 31º 24’ 12” EAST; THENCE SOUTH 76º 31’ 48” EAST, A DISTANCE OF 33.84 FEET; THENCE SOUTH 29º 18’ 24” EAST, A DISTANCE OF 51.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1018.23 FEET; THENCE SOUTHEASTERLY ALONG SAID

CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05º 07’ 57” AN ARC DISTANCE OF 91.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 65º 49’ 33” WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50º 30’ 01” AN ARC DISTANCE OF 66.10 FEET; THENCE SOUTH 26º 19’ 34” WEST TANGENT TO SAID CURVE A DISTANCE OF 67.82 FEET; THENCE SOUTH 26º 41’ 15” WEST, A DISTANCE OF 57.31 FEET; THENCE SOUTH 19º 29’ 56” WEST A DISTANCE OF 99.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 180.28 FEET; THENCE SOUTH 26º 12’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 174.77 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 76.05 FEET; THENCE SOUTH 01º 16’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 111.42 FEET; THENCE SOUTH 31º 40’ 21” EAST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 62.41 FEET; THENCE NORTH 88º 43’ 42” EAST TANGENT TO SAID CURVE A DISTANCE OF 329.32 FEET; THENCE NORTH 70º 09’ 32” EAST, A DISTANCE OF 95.32 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET THE RADIAL LINE FROM SAID POINT BEARS NORTH 14º 38’ 01” EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58º 32’ 48” AN ARC DISTANCE OF 41.90 FEET TO THE TRUE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS NORTH 73º 10’ 49” EAST.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT “A” (OAK SPRINGS ROAD) OF “AMENDED PARCEL MAP 22776”, AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG THE EAST LINE OF SAID

“AMENDED” PARCEL MAP 22776, A DISTANCE OF 23.51 FEET FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 80º 54’ 45” WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 06º 00’ 34” EAST, A DISTANCE OF 116.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 25.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1019.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13º 38’ 40” AN ARC DISTANCE OF 25.72 FEET; THENCE SOUTH 12º 22’ 22” WEST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 103º 38’ 40” AN ARC DISTANCE OF 74.17 FEET TO SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE NORTH 01º 16’ 18” WEST ALONG SAID EAST LINE, A DISTANCE OF 1265.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

APN: 380-240-048-3

ATTACHMENT 2 TO ASSIGNMENT AND ASSUMPTION OF LEASES

Leases with the following Tenants:

1. City of Wildomar
2. Core Tree Care, Inc.
3. Edward D. Jones & Co. L.P.
4. Guild Mortgage Company LLC

EXHIBIT H

FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This Assignment and Assumption of Contracts ("**Assignment**") is made as of the ____ day of _____, 2023 ("**Assignment Date**"), CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company (the "**Assignor**"), and CITY OF WILDOMAR, a California municipal corporation (the "**Assignee**").

A. Pursuant to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____, 2023 by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignee has this day acquired from Assignor the Property. Capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

B. Under the Purchase Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to those contracts set forth in **Attachment 1** attached hereto and made a part hereof (collectively, the "**Contracts**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of its rights and interests of Assignor in, to and under the Contracts; provided, however, such assignment, transfer and sale shall not include any rights or claims arising prior to the Assignment Date which Assignor may have against any party to the Contracts. Assignee hereby accepts such assignment and delegation by Assignor.

2. Assumption. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor as owner under the Contracts, in each case, accruing or arising on or after the Assignment Date.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Assignor and Assignee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signatures.

4. Successors and Assigns. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

7. Limited Liability. This Assignment is made without any express or implied representation or warranty of any kind or nature other than those representations and warranties expressly made by Assignor in the Purchase Agreement, which representations and warranties by Assignor shall survive only for the period provided in, and are subject to all of the limitations set forth in, the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed the day and year first above written.

[*Signature Pages Follow*]

ASSIGNOR

CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company

By:_____

Name:_____

Title:_____

Approved as to form: _____

ASSIGNEE

CITY OF WILDOMAR, a California municipal corporation

By:_____
Dan York, City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTACHMENT 1

SERVICE CONTRACTS

[TO BE INSERTED PRIOR TO CLOSING]

EXHIBIT I

POST-CLOSING MAINTENANCE AGREEMENT TERMS

This Exhibit includes key terms for a Post-Closing Maintenance Agreement to be entered into between the Parties at closing whereby CFT NV Developments, LLC, a Nevada limited liability company ("**Seller**") will, notwithstanding the sale and transfer of ownership of the Property to City of Wildomar, a California municipal corporation ("**Buyer**"), continue to provide specified maintenance and security services to the Property following the Close of Escrow.

Capitalized terms that are used but not defined in this exhibit shall have the meaning given to such terms in the Agreement of Purchase and Sale and Joint Escrow Instructions dated _____, 2023, by and between Buyer and Seller ("**Purchase and Sale Agreement**").

I. Term

The term of the Post-Closing Maintenance Agreement shall begin on the Close of Escrow and expire on March 31, 2024 (the "**Term**"), provided that Buyer may extend the expiration date of the Term by up to 60 days upon at least thirty (30) days prior written notice to Seller.

II. Services to be Provided

Seller agrees to maintain in full force and effect Seller's existing contracts with independent contractors providing the services listed below, and cause the services listed below (each, a "**Service**") to continue to be provided to the Property:

A. Hillside Heating & Air, Inc.: quarterly maintenance of heating, ventilation, and air conditioning equipment and thermostats (including but not limited to air filters, condensers, drain pan, drain line, coils, ductwork, fins, and fans) ("**HVAC Service**");

B. Team Patrol: security services ("**Security Service**");

C. Adco: landscape maintenance ("**Landscape Service**"), parking lot sweeping ("Parking Lot Service"), and sidewalk steam cleaning services ("**Sidewalk Service**");

D. American Jetting: hydro jetting the main lateral sewer lines semi-annually ("**Sewer Lateral Service**");

E. Pestgon: insect and rodent control ("**Pest Control**"); and

F. GMR: onsite property management services including coordinating as-needed maintenance services with the vendors provided herein ("**Property Management Service**").

G. Exterior Products Corp.: lighting maintenance services including parking lot lighting and interior and exterior building lighting ("**Lighting Service**").

III. Monthly Cost of Services

The estimated monthly cost for each Service is set forth below. Seller shall use reasonable, good faith efforts to avoid incurring costs in excess of the monthly estimated cost for each Service set forth in this Section III.

A. HVAC Service: $361.67 per month ($1,085 per quarter)

B. Security Service: $2,320/month. Security Service is billed at the rate of $26.30/regular hour and $39.45/holiday hour, and 32% of the contract invoice is attributable to the Property

C. Parking Lot Service: $100/month

D. Landscape Service: $200/month

E. Sidewalk Service: $100/month

F. Sewer Lateral Service: $400/month

G. Pest Service: $18.63/month

H. Property Management Service: $656/month

I. Lighting Service: $1,014/month

IV. Actual Costs in Excess of Estimated Monthly Costs

If the actual monthly cost for any Service exceeds the estimated monthly cost set forth in Section III by 10% or less, Buyer shall pay such additional cost following receipt of the invoice within the times provided in Section V below.

If the actual monthly cost for any Service exceeds the estimated monthly cost set forth in Section III by more than 10% due to a price increase demanded by the vendor, Seller shall provide Buyer with advance written notice of the increase within five (5) business days after Seller's receipt of notice of the price increase, accompanied by supporting documentation for the increase. Buyer shall have the right to approve or disapprove the increase in its reasonable discretion, and shall provide Seller written notice of its approval or disapproval within ten (10) days after Seller's notice and supporting documentation. If Buyer disapproves the cost increase and Seller has the right to terminate the contract that is subject to the price increase, Seller shall obtain price quotes from at least two (2) alternate service providers and provide Buyer with a copy of each the price quotes. Buyer shall select one (1) of the alternative service providers with a lower rate than the increased price demanded by the vendor, or approve the cost increase if none of the two (2) alternate service providers offers a lower rate than the current contract that is subject to the price increase.

If the actual monthly cost for any Service will exceed the estimated monthly cost set forth in Section III by more than 10% for any other reason (a "**Significant Overage**"), Seller shall provide Buyer with advance written notice of the work that is anticipated to cause a Significant Overage within five (5) business days after Seller's receipt of any price quote for work that will result in a Significant Overage, accompanied by supporting documentation for the Significant Overage. Buyer shall have the right to approve or disapprove the price quote that will result in the Significant Overage in its reasonable discretion, and shall provide Seller written notice of its approval or disapproval within seven (7) days after receipt of Seller's notice, price quote, and supporting documentation. If Buyer disapproves the price quote, Seller shall obtain price quotes from at least two (2) alternate service providers and provide Buyer with a copy of each the price quotes. Buyer shall select one (1) of the alternative service providers offering a lower price quote for the work than the original price quote, or approve the cost increase if none of the two (2) alternate service providers offers a lower rate than Seller's original price quote.

If unanticipated work that must be performed immediately or within two (2) days will result in a Significant Overage, Seller shall have the right to perform the work and include the cost of the work in the monthly invoice provided under Section V if Seller provides Buyer with advance telephonic and/or email notice of the work. If Buyer disputes the monthly invoice due to unanticipated work that needed to be performed immediately or within two (2) days, Buyer shall pay 110% of the monthly estimate for the Service that the work falls within. The parties shall meet and confer in good faith to resolve any dispute concerning the difference between the actual monthly cost of the Service and 110% of the monthly estimate of the Service.

V. Payment

Within seven (7) business days after Seller's receipt of all vendor invoices from the Services Seller shall provide Buyer with an invoice itemizing the total cost of each Service performed during the prior month, a description of the work performed as part of each Service, and the monthly total cost of all Services for the prior month. Buyer shall pay the invoice within ten (10) business days after Buyer's receipt of Seller's invoice.

If the actual cost of a Service in a given month exceeds the estimated monthly cost for a Service by more than ten percent (10%) and Seller has failed to provide Buyer with notice (except in case of an emergency) or obtain Buyer's approval of the additional cost as set forth in Section IV, Buyer shall only be obligated to pay the estimated monthly cost for that Service.

EXHIBIT J

REPAIR WORK

1. Clear slow draining sink/tub/shower and snake if needed, as referenced in Section 3.2.2 of the Property Condition Assessment Report prepared by Real Estate Inspection Company dated May 3, 2023 ("Report") with a cost of $187.50;
2. Replace laundry room faucet with same or similar model, as referenced in Section 3.3.3 of the Report with a cost of $281.25;
3. Install new bathroom faucet of same or similar model and replace two (2) angle stops and supply lines to correct low flow or corrosion issues as referenced in Section 3.3.5 of the Report with a cost of $975;
4. Install new sink that is of the same or similar model as referenced in Section 3.3.6 of the Report with a cost of $1,412.50;
5. Replace wax ring, reseal and secure toilet as referenced in Section 3.3.7 of the Report with a cost of $212.50;
6. Replace the hose spigot as referenced in section 3.4.1 of the Report with a cost of $187.50;
7. Provide a 1-year warranty from Closing for any repair/replacement deemed required during the 1-year period;
8. Replace burned out light bulb and troubleshoot fixture as referenced in Section 4.7.1 of the Report with a cost of $18.75;
9. Inspect existing heat pump system as referenced in Section 5.2.2 of the Report and engage in good faith negotiations with Buyer for partial Seller credit based on findings.
10. Replace the insulation on the refrigerate lines at the AC condenser unit referenced in Section 5.3.2 of the Report with a cost of $268.75;
11. Repair the condensate drain line in Section 5.4.1 of the Report with a cost of $687.50;
12. Provide mold test in the area referenced in Section 7.2.1 of the Report with a cost of $512.50;
13. Provide fog and anti-microbial treatment for mold remediation as referenced in Section 7.4.3 of the Report with a cost of $937.50;
14. Replace the cracked tile where noted in Section 7.5.2 of the Report with a cost of $687.50;
15. Inspect section (100 sf) of flat roof where noted in Sections 9.2.1, 9.2.3, and 9.2.5 of the Report and repair as needed in Seller's reasonable discretion. Thereafter, the parties shall engage in good faith negotiations for partial Seller credit based on findings.
16. Correct the slipped, misaligned, or broken tile so no roofing paper is exposed, as referenced in Section 9.3.1 of the Report with a cost of $2,993.75;
17. Replace section (10 sf) of damaged or incorrectly installed asphalt shingles as referenced in Section 9.3.2 of the Report with a cost of $562.50;

18. Reseal around flashings and roof penetrations as referenced in Section 9.4.1 of the Report with a cost of $281.25;
19. Paint ABS plumbing and metal flashings on the roof where noted in the report as referenced in 9.4.2 of the Report with a cost of $187.50;
20. Repair the downspout where noted in section 9.7.2 of the Report with a cost of $93.75; and
21. Remove debris and clean all gutters where noted in section 9.7.3 of the Report with a cost of $312.50.

EXHIBIT K

ESCROW HOLDBACK AGREEMENT

This ESCROW HOLDBACK AGREEMENT (this "**Agreement**") is entered into effective the ____ day of _____, 2023 ("**Effective Date**") by and among CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company ("**Seller**"), CITY OF WILDOMAR, a California municipal corporation ("**Buyer**"), and CORNER ESCROW, INC. ("**Escrow Agent**'').

RECITALS

A. Buyer and Seller are parties to that certain Purchase and Sale Agreement and Escrow Instructions, dated effective _____ (the "**Purchase Agreement**").

B. Buyer, Seller and Escrow Agent now desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

AGREEMENTS

1. Appointment of Agent. Buyer and Seller hereby appoint and designate Corner Escrow, Inc. to act as "Escrow Agent" under this Agreement. Escrow Agent agrees to act as Escrow Agent in strict accordance with the terms and provisions of this Agreement. The appointment of Escrow Agent shall commence on the Closing Date and shall terminate on the earlier of three (3) months from the Closing Date, or the date that all Escrowed Funds have been disbursed pursuant to the terms and conditions of this Agreement to the party entitled to receive the same pursuant to the terms of this Agreement (the "**Escrow Period**"). During the Escrow Period, Escrow Agent agrees to hold and disburse the Escrowed Funds pursuant to the terms and conditions of this Agreement.

2. Establishment of the Escrow Account. On the Closing Date, Buyer and Seller instructed Escrow Agent to withhold from the Purchase Price and retain in escrow (the "**Escrow Account**") the amount of _____ Dollars ($_____), the amount agreed upon by Buyer and Seller pursuant to the terms and conditions of Section 18.2 of the Purchase Agreement ("**Escrowed Funds**").

3. Disbursement of the Escrowed Funds. During the Escrow Period, Escrow Agent shall disburse the Escrowed Funds to Seller as follows:

(a) In connection with the completion of the Repair Work, Seller shall provide Buyer and Escrow Agent with written notice of the same, and photographs confirming the completion of such Repair Work (the "**Completion Notice**"). Upon receipt of the Completion Notice and evidence of completion as set forth above, Buyer shall have the right to inspect the Repair Work. Buyer shall confirm that the Repair Work has been completed to Buyer's reasonable satisfaction within ten (10) business days after Seller's Completion Notice by providing written notice to Seller and Escrow Agent ("**Completion Confirmation Notice**.") Escrow Agent shall

disburse the Escrowed Funds within one (1) business day of the Completion Confirmation Notice. Escrow Agent shall send any payments released to Seller directly to Seller's bank account pursuant to wire (or other written) instructions provided by Seller.

(b) If, at the expiration of the Escrow Period, Seller has not provided the Completion Notice to Buyer and undisbursed Escrowed Funds remain in the Escrow Account, all such undisbursed Escrowed Funds shall be immediately disbursed directly to Buyer's bank account pursuant to wire (or other written) instructions provided by Buyer and Seller shall have no further right to the Escrowed Funds.

(c) If, at the expiration of the Escrow Period, Seller has timely submitted the Completion Notice but Buyer has not provided the Completion Confirmation Notice due to Buyer's dissatisfaction of the Repair Work, Escrow Agent shall retain the Escrowed Funds and the procedure under Section 5 below shall govern, provided that Buyer and Seller must meet and confer in good faith for a period of at least thirty (30) days to resolve the controversy before proceeding with any litigation or arbitration.

4. Escrow Matters. Escrow Agent shall invest the Escrowed Funds in a federally insured interest bearing account such that all Escrowed Funds are federally insured. All interest earned on the Escrowed Funds shall be allocated/taxed to Buyer for all income tax purposes. Escrow Agent is acting in the capacity of a depository only with respect to the Escrowed Funds and shall not be liable or responsible to anyone for any damages, losses or expenses unless the same shall be caused by Escrow Agent's negligence or willful malfeasance. Escrow Agent may rely upon any information furnished by Seller and Buyer, without any duty of investigation, and Escrow Agent shall have no liability for any action taken in reliance upon such information, unless it shall have actual knowledge that such information is false. Escrow Agent agrees to maintain consistent, detailed and accurate accounting records of the Escrowed Funds, any disbursements thereof and any interest earned thereon, and to provide copies of such records to Seller or Buyer from time to time upon either's written request, but not more than once every thirty (30) days.

5. Controversies. In the event any controversy arises between the parties hereto or with any third person, Escrow Agent shall not be required to make any determination of the same or take any action with regard to the same, but may await settlement of the controversy by mutual instructions of the parties or by appropriate legal or arbitration proceedings. Buyer and Seller mutually agree that in the event of any controversy regarding the Escrowed Funds, unless mutual written instructions are received by the Escrow Agent directing the Escrowed Funds' disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Escrowed Funds or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deposit the Escrowed Funds with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees. Buyer or Seller, whichever is not the prevailing party in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.

6. Manner of Giving Notice. All notices and demands which any party is required or desires to give to the others shall be given in writing in accordance with the provisions of the Purchase Agreement.

7. Charges. Buyer and Seller promise and agree to pay promptly on demand and to indemnify and hold harmless Escrow Agent from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind which in good faith are incurred or suffered by the Escrow Agent in connection with or arising out of this Agreement. Except for charges and expenses of Escrow Agent incurred as contemplated in Section 8 below, which charges and expenses shall be borne by the non-prevailing party, the charges and expenses of Escrow Agent, not to exceed $500.00 in the aggregate, shall be shared equally by Buyer and Seller and paid by the parties at Closing.

8. Costs and Attorneys' Fees. If any legal action or proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (together with costs of enforcing any judgments or rulings), in addition to any other relief to which it may be entitled.

9. Further Assurances. Seller and Buyer agree to execute such further instructions to Escrow Agent and such other instruments as may be reasonably necessary to carry out the provisions of this Agreement.

10. Counterparts. This Agreement may be executed in faxed or similar electronic counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. Assignment. Buyer shall not assign this Agreement without the prior written consent of Seller and any such prohibited assignment shall be void. Seller may assign its rights and obligations hereunder to an entity in which Seller has an ownership interest.

12. Capitalized Terms. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

[*Signatures appear on next page*]

SELLER:

CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company

By: _____
Name: _____
Its: _____

Approved as to form: _____

BUYER:

CITY OF WILDOMAR,
a California municipal corporation

By: _____
Dan York, City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ESCROW AGENT:

CORNER ESCROW, INC.

By: _____
Name: _____
Its: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company to CITY OF WILDOMAR, a California municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of City Council pursuant to authority conferred by resolution of the City Council adopted on _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By_____
Dan York, City Manager

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: August 9, 2023

SUBJECT: SB 329 Adjustment in Council Compensation

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

ACTION:
Discuss and provide direction to staff with respect to SB 329 which amends the Government code to allow an adjustment in Council compensation.

BACKGROUND:
SB 329: Increase In Salary Cap For Council Members

On June 29, 2023 Governor Newsom signed into law Senate Bill 329 ("SB 329") which increases the maximum amount of salary that council members may receive.

This legislation was intended to increase the compensation schedule for council members in general law cities, which had not been adjusted since 1984. SB 329 allows cities to increase the compensation to adjust for inflation in order to help keep city councils more diverse by allowing people from across different income levels to serve the public and support their families.

DISCUSSION:
Currently, Government Code section 36516 authorizes a city council to enact an ordinance to provide each member of the city council a salary, with a maximum limit based upon the population of the city in accordance with a specific schedule. Any increases in salary are also limited and cannot exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted.

SB 329 amends Government Code section 36516 to increase the maximum amount of salaries identified in the schedule. For example, for cities up to and including 35,000 in population, the salary for each council member has been increased from $300 per month to up to $950 per month.

SB 329 also authorizes the salary of council members to be increased beyond the specified maximum to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary or an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (not to exceed 10% per calendar year).

No ordinance can be enacted or amended to provide automatic future increases in salary and the electors can consider the question of whether city council members should receive a salary and the amount of the salary may be submitted to the electors. Any retirement, health and welfare, federal social security benefits, or reimbursement for actual and necessary expenses are not included for purposes of determining salary under section 36516.

SB 329 requires that an ordinance to increase council member compensation be considered in an open session with at least two regular meetings. The ordinance must include findings demonstrating the need for the increased compensation and there must be a least seven days between the introduction and adoption of the ordinance.

SB 329 goes into effect on January 1, 2024. However, it is important to note that pursuant to Government Code section 36516.5, any council salary increase may take effect only when at least one member of the council commences a new term.

The City's current municipal code section regarding Council compensation reads as follows:

2.04.040 Compensation.
Beginning on July 1, 2017, pursuant to Government Code Section 36516(a)(1), each member of the City Council shall receive a salary of $400.00 per month. Any amounts paid by the City to reimburse a Councilmember for actual and necessary expenses pursuant to Government Code Section 36514.5 shall not be included for purposes of determining salary pursuant to this section. (Ord. 125 § 1, 2016; Ord. 08-02 § 1)

FISCAL IMPACT:
Based on the City's current population, the new law will allow Council salary to increase from $400 per month for each Council member to a maximum of $1,275 per month. This agenda item is only to discuss how to proceed, not to make any changes. However, if the decision is to pursue a salary adjustment, the eventual impact could be an increase of up to $52,500 per year.

ATTACHMENTS:
1. SB 329

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount

of compensation, the maximum amount shall be one hundred fifty dollars ($150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

O

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: August 9, 2023

SUBJECT: Multi-Family Residential Design Standards & Guidelines - Amendment #1

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, APPROVING AN AMENDMENT TO THE CITY OF WILDOMAR MULTI-FAMILY OBJECTIVE DESIGN STANDARDS AND GUIDELINES DOCUMENT FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECTS

FISCAL IMPACT:
The cost to prepare the Amendment #1 to the adopted Multi-Family Design Standards is covered by the City's SB 2 grant approved by HCD. thus, there is no impact to the General Fund.

PROJECT DESCRIPTION:

Background
The Planning Commission reviewed the original Multi-Family Objective Design Standards and Guidelines booklet at its August 19, 2020 meeting and recommended approval to the City Council. The City Council reviewed and adopted the original design standards and guidelines booklet at its September 9, 2020 meeting. The design standards and guidelines document provides developers, builders, and architects a clear statement of the desired architectural and site design themes and characteristics for new multi-family residential development in the city that enhances our community's unique character and raises the quality of design within the city.

City Council requested that the Planning Department (i.e., Benoit, future agenda item) review and if appropriate amend the design guidelines booklet to provide cost saving options while still maintaining the integrity and quality of the approved design themes.

Staff identified over the past three (3) years of implementing the multi-family design guidelines that Applicants consistently requested revisions to offset the increasing costs of building materials. As a result, the planning department has had to review and ultimately approve minor architectural revisions for construction materials that offered similar aesthetic features matching wood, sidings and window treatments. Given these factors, it seemed practical to modify the existing design guidelines to allow comparable materials.

Staff proposes a number of revisions to the adopted multi-family objective design standards and guidelines booklet that aim to maintain the high quality standards Council approved in 2020 without compromising the integrity of the existing requirements. The updated multi-family design guidelines are provide in Attachment A, Exhibit 1 for Council consideration. Staff has provided a redline version of the proposed changes and a copy of the September 2020 adopted version for comparison purposes (Attachment B & C).

Planning Commission Action:

The Planning Commission reviewed the proposed revisions to the multi-family objective design standards and guidelines booklet at its meeting of July 19, 2023. There were no speakers either for or against the proposed changes. After Commission deliberations, the Commission voted 5 - 0 to adopt PC Resolution No. 2023-19 recommending City Council approval of amended multi-family objective design standards and guidelines booklet.

The Planning Commission believes the revisions proposed by Staff maintain the original intent and vision of high quality architectural design standards for multi-family project while balancing the reality of higher construction costs. Further, they agreed with Staff that the amendments will allow for greater flexibility for architects to be more creative in implementing the design standards while not negatively impacting aesthetics and quality.

PROJECT ANALYSIS:

Overview:

The amended design standards and guidelines booklet is provided in Attachment B, for Commission consideration. The amended booklet reflects important feedback from developers and staff in order to further streamline the design review process and provide a simpler way to comply with our guidelines without stymieing future development.

The proposed changes to the Multi-family Objective Design Standards and Guidelines booklet are minor in nature and serve to further streamline the document and make it easier to follow and use. A few of the proposed changes include the following:

- The addition of a new “User’s Guide” providing better guidance to architects on how to use the document (pg. 6);
- Minor changes to allowed architectural design materials that provide design flexibility and a more cost effective approach to meeting the standards (pgs. 11, 12, 16, 18, 19, 22, 31); and
- Addition of a design standards checklist (pg. 43) for applicants that make for simpler implementation and review of proposed design standards.

Staff has provided a redline/strikeout version as well as a clean version of the amended booklet for Planning Commission’s review. As with the original document, the cost to prepare the amended Multi-Family Objective Design Standards and Guidelines document is fully covered by our existing SB 2 grant funds; thus, there is no fiscal impact to the City’s General Fund for this effort.

Conclusion:

Staff believes implementation of the amended multi-family design standards and guidelines will maintain (and in some cases increase) the high quality architectural design features for our multi-family residential development projects that will continue to create successful projects. Further, the amended guidelines will also provide additional flexibility within the design theme framework so as not to stymie the creativity of future development. To this end, staff recommends the Planning Commission recommend City Council approval of the amended “Wildomar Multi-Family Objective Design Standards and Guidelines” document.

ATTACHMENTS:

Attach A - CC Resolution No 2023-xx.pdf
Attach A-Ex 1 - MRF Design Guidelines Doc [8-9-23].pdf
Attach B - MFR Design Standards-Booklet-redline version [June 2023].pdf
Attach C - Adopted MFR Design Standards Booklet [9-9-20].pdf

ATTACHMENT A

Resolution No. 2023-xx

RESOLUTION NO. 2023 - xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF WILDOMAR MULTI-FAMILY OBJECTIVE DESIGN STANDARDS AND GUIDELINES DOCUMENT FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECTS

WHEREAS, the Planning Department, based on feedback from City Council, project applicants and observations of staff implementing the multi-family design guidelines over the past 3 years, is proposing an amendment to the adopted "Wildomar Multi-Family Objective Design Standards & Guidelines" booklet for Commission and Council adoption; and

WHEREAS, in accordance with the City policy, the Planning Commission has the authority to review the proposed amendments to the Wildomar Multi-Family Objective Design Standards & Guidelines booklet, and make a recommendation to the City Council; and

WHEREAS, the Planning Commission held a public meeting on July 19, 2023 to review the amended Wildomar Multi-Family Objective Design Standards & Guidelines booklet, at which time all interested persons had an opportunity to provide feedback and ideas in support of, or opposition to the proposed design guidelines amendments, and at which time the Planning Commission made a final decision.

WHEREAS, the City Council held a public meeting on August 9, 2023 to review the amended Wildomar Multi-Family Objective Design Standards & Guidelines booklet, at which time all interested persons had an opportunity to provide feedback and ideas in support of, or opposition to the proposed design guidelines amendments, and at which time the City Council made a final decision.

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

SECTION 1. CITY COUNCIL ACTION

The City Council hereby adopts and approves an amendment to the *"Wildomar Multi-Family Objective Design Standards and Guidelines"* booklet as illustrated herein, and attached hereto this Resolution, as Exhibit 1 of this resolution.

PASSED, APPROVED AND ADOPTED this 9th day of August, 2023

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT 1

“Wildomar Multi-Family Objective Design Standards and Guidelines” booklet

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

City of Wildomar







Adopted September 9, 2020

Amendment #1 - Adopted August 9, 2023

ACKNOWLEDGEMENTS

CITY COUNCIL

Dustin Nigg (Mayor)
Bridgette Moore (Mayor Pro Tem)
Ben J. Benoit
Joseph Morabito
Marsha Swanson

CITY STAFF

Matthew C. Bassi (Community Development Director)
Abdu Lachgar, AICP (Associate Planner)

PLANNING COMMISSION

John Lloyd (Chairman)
Kim Strong (Vice-Chair)
Eric Filar
Brianna Bernard
Arrin Banks

CONSULTANT

PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Contact: Karen Gulley

Special thanks to Wildomar residents for their participation and input.

ADOPTION / AMENDMENT HISTORY

ADOPTED

September 9, 2020 - Council Resolution #2020-61

AMENDED

August 9, 2023 - Council Resolution #2023-XX

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G. DEFINITIONS



H. CHECKLIST

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

PURPOSE



The Multi-Family Residential Objective Design Standards are intended to provide developers, builders, and architects with a clear statement of the desired architectural and site design characteristics for new multi-family residential development in Wildomar that enhances the area's unique character and raises the quality of design within the city. Drawn from regional vernacular and contemporary styles, the Craftsman, Farm Chic, French and Colonial Revival descriptions and guidelines included herein are intended to establish a strong, consistent design image and direction that reflects the desires, aspirations and vision of the City of Wildomar. The standards for the selected architectural styles respond to local architectural precedents, regional climate conditions, and local building practices and materials.

Site Design Standards are outlined to ensure that buildings contribute to creating high-quality neighborhoods and desirable places to live.

OVERVIEW AND APPLICATIONS

The standards are structured to create an easily understandable document using accessible language and imagery to convey architectural and site planning concepts. Precedent images, descriptive text and illustrative diagrams are utilized to communicate the essential features of each style. Within each style, required design elements relating to form and massing, roofs, walls and windows, materials and colors and architectural features are outlined. Additional treatments to heighten visual interest and design integrity are noted as well.

Site Design Standards outline best practices for the placement of buildings, the orientation of building entrances, the design of convenient pedestrian pathways, the use of landscape, and the design of outdoor spaces.

The intent of these standards is to establish a baseline of quality and uniformity to enhance the area's built environment. The City of Wildomar encourages individual creativity in interpreting how to apply these standards to create unique and exemplary buildings and places. The Community Development Director may allow deviations from these design standards on a case by case basis. If the project requires Planning Commission approval, then deviations will be reviewed and approved by the Planning Commission.

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

USER'S GUIDE

The Wildomar Multi-Family Development Standards are a manual for developers and builders, architects and designers, and City staff involved in review and approval of multi-family development. We suggest the following steps as a quick way to understand the different sections of the standards and how best to determine compliance with the Standards.

Step 1: Review the Site Plan Design Standards (Section F). Site Planning involves a careful analysis of the opportunities and constraints of the site, including existing features such as mature trees, topography, and drainage patterns. The components of site development extend beyond building placement and configuration, including surrounding uses, retaining walls, landscape design, hardscape considerations, and parking. The Site Plan Design Standards outline a number of requirements on these topics.

Step 2: Review the General Building Design Standards (Section E). While new projects need not copy existing development, their mass and scale should respect adjacent building context. The General Building Design Standards establish requirements on these issues. Standards related to garage doors and entries are also established here. These standards apply no matter which stylistic precedent is being utilized for the project design.

Step 3: Review the Architectural Style Standards (Sections A-D). The design and detailing of buildings is paramount to a quality environment. Architectural design elements and materials should be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices should reinforce the overall project design. To provide guidance on architectural detailing, the Standards offer a menu of four architectural traditions individual buildings may be designed in. These styles are: Craftsman, Farm Chic, French, and Colonial Revival. Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other elements may be selected from a menu of options. To encourage variety in design, projects that propose more than 15 individual buildings must utilize more than one architectural style. However, styles may not be mixed within a single building.

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

Step 4: Review the Wildomar Zoning Code and Complete the ODS Checklist

All developments must comply with the standards of the Wildomar Municipal Code Title 17 (Zoning).

To summarize requirements, this document includes a checklist of the standards as they relate to product type and location. The checklist should be reviewed and completed prior to project submittal to ensure all requirements are met and all guidelines have been considered.

Step 5: Consult with the Planning Department

It is highly recommended for prospective applicants to meet with planning staff and obtain and become familiar with the application and submittal requirements for a project, prior to a formal submittal. Additionally, the Planning Department recommends a Pre-Application Service required for all projects. A pre-application allows applicants to receive staff review from various departments prior to a formal application submittal. Formal submittal will also include the signed checklist to be reviewed by planning staff, approval will not be given or determined without a signed checklist.

Applicants shall follow application procedures as directed by staff. The City of Wildomar Municipal Code (WMC) establishes required procedures for submitting and reviewing development applications.

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

ARCHITECTURAL STYLES

Architectural design elements and materials shall be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices shall reinforce the overall project design. To provide guidance on architectural styles, the standards offer a menu of architectural traditions individual buildings may be designed in. The styles are as follows:

- Craftsman
- Farm Chic
- French
- Colonial Revival

Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other decorative elements may be selected from a menu of options. To encourage variety in design, projects proposed with more than 15 individual residential buildings must utilize more than one of the defined architectural styles. However, styles may not be mixed within a single building.

a. Residential complex developments with 8-14 buildings[1] shall provide a minimum of two (2) distinct color schemes. A single-color scheme shall be dedicated to no less than 30% of all residential buildings.

b. Residential complex developments with 15-29 buildings shall provide the following.
   i. Two distinct different color schemes, and;
   ii. Two architectural styles as described in this document (The number of buildings in single style shall be no less than 30% of the total buildings).

c. Residential complex developments with 30 or more buildings shall provide the following.
   i. Three distinct different color schemes, and;
   ii. Three architectural styles as described in this document (The number of buildings in single style shall be no less than 30% of the total buildings).

1 Excluding non-residential buildings such as commons buildings, carports, service structures, etc.

A. CRAFTSMAN

A.1 STYLE DESCRIPTION

The contemporary Craftsman or California Bungalow style is derived from the influential residential style that emerged in the early 20th century out of the Arts and Crafts movement. In Wildomar, this style is deployed to create a visually rich residential environment with allusions to regional history. As indicated in the accompanying precedent images and illustrative diagram, recognizable elements include the artful use of wood and natural materials, low-pitched gabled or hipped roofs, horizontal orientation and earth-toned colors. Common design elements also include exposed rafters and beams under eaves, decorative brackets and fasteners, full- or partial-width porches and large columns or piers. Though this style exhibits a horizontal emphasis, vertical architectural elements are often deployed to accentuate corners and entrances. Period Craftsman residences often featured exterior cladding of wood shingles or clapboard siding and details such as extended lintels and decorative lighting with geometric detailing.

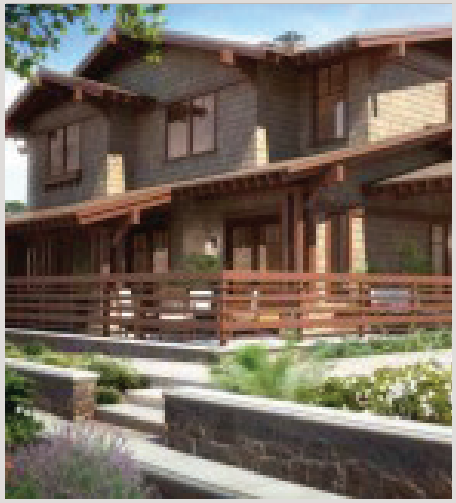
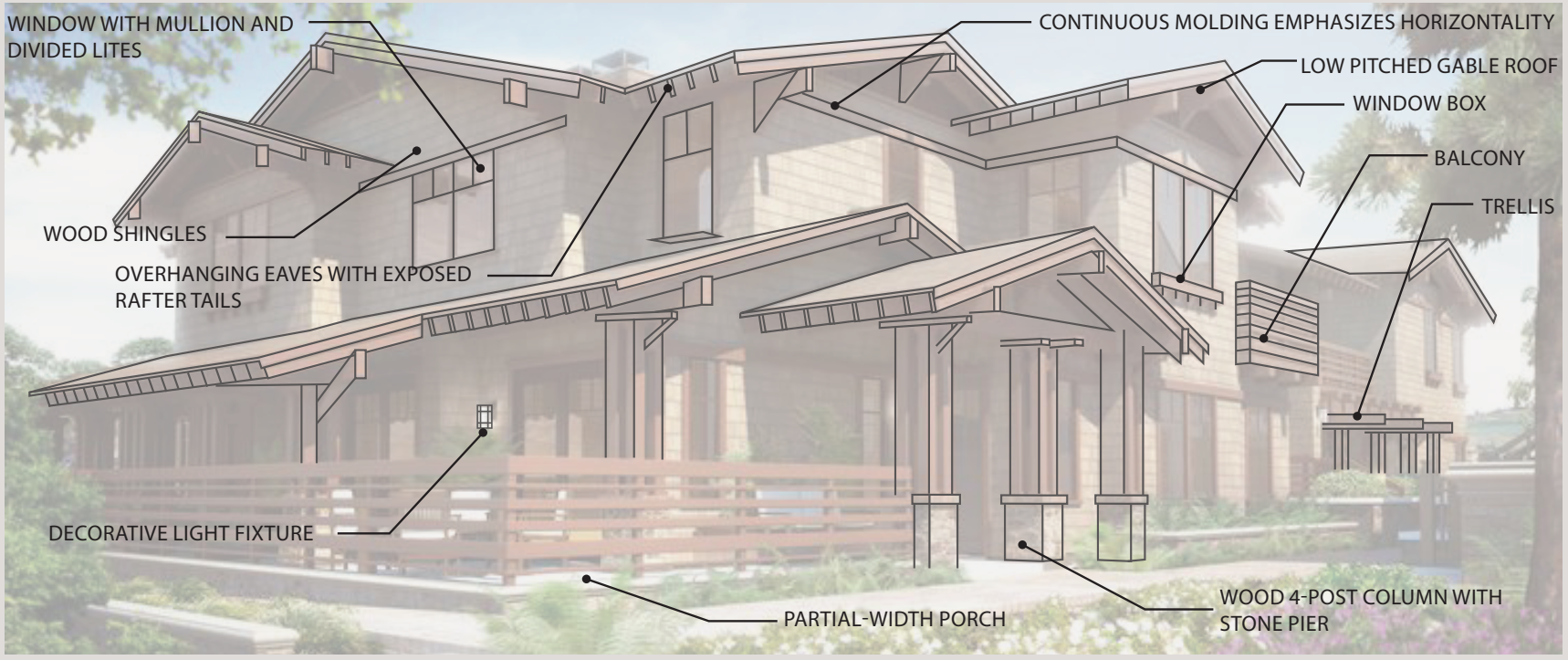


FIGURE A



A.2 FORM & MASSING

Required Elements

A.2.1 Multiple roof planes

A.2.2 Porches or balconies

A.2.3 Design elements that emphasize horizontal orientation

A.2.4 Articulated facades with frequent massing breaks

A.2.5 Low- to moderate-pitched roofs with overhanging eaves













A.3 ROOF DESIGNS

Required Elements

A.3.1 Low- to moderate-pitched gable or hipped roofs (maximum 6:12 slope)

A.3.2 Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams

A.3.3 Brackets or knee braces at gabled ends

A.3.4 Use of wood or asphalt shingle (cement or synthetic imitation shingles may be used on a case-by-case basis)













A.4 WALLS & WINDOW DESIGNS

Required Elements

A.4.1 At least 75 percent of windows across the project shall Windows have mullion and divided lites

A.4.2 Use of wood, engineered wood, or fiber cement shingles or clapboard siding

A.4.3 Utilize 4"-6" wood, engineered, wood, cement fiber or similar material trim around windows and doors

A.4.4 Window and door trim color shall contrast with color of walls













A.5 MATERIALS & COLORS

Required Elements

A.5.1 Extensive use of wood and natural materials such as arroyo stone

A.5.2 Use of dark, neutral or earth-toned colors










A.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

A.6.1 Porches with battered, square, double post or 4-post columns of stone or wood

A.6.2 Decorative lighting with geometric detailing

A.6.3 Decorative downspouts

A.6.4 Use of moldings or extended lintels to emphasize horizontality

A.6.5 Decorative joinery

A.6.6 Trellis

A.6.7 Window boxes

A.6.8 Decorative gable vents

A.6.9 Stained glass accents

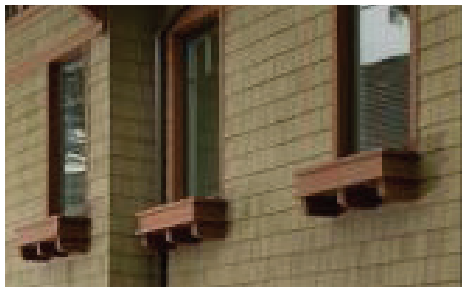














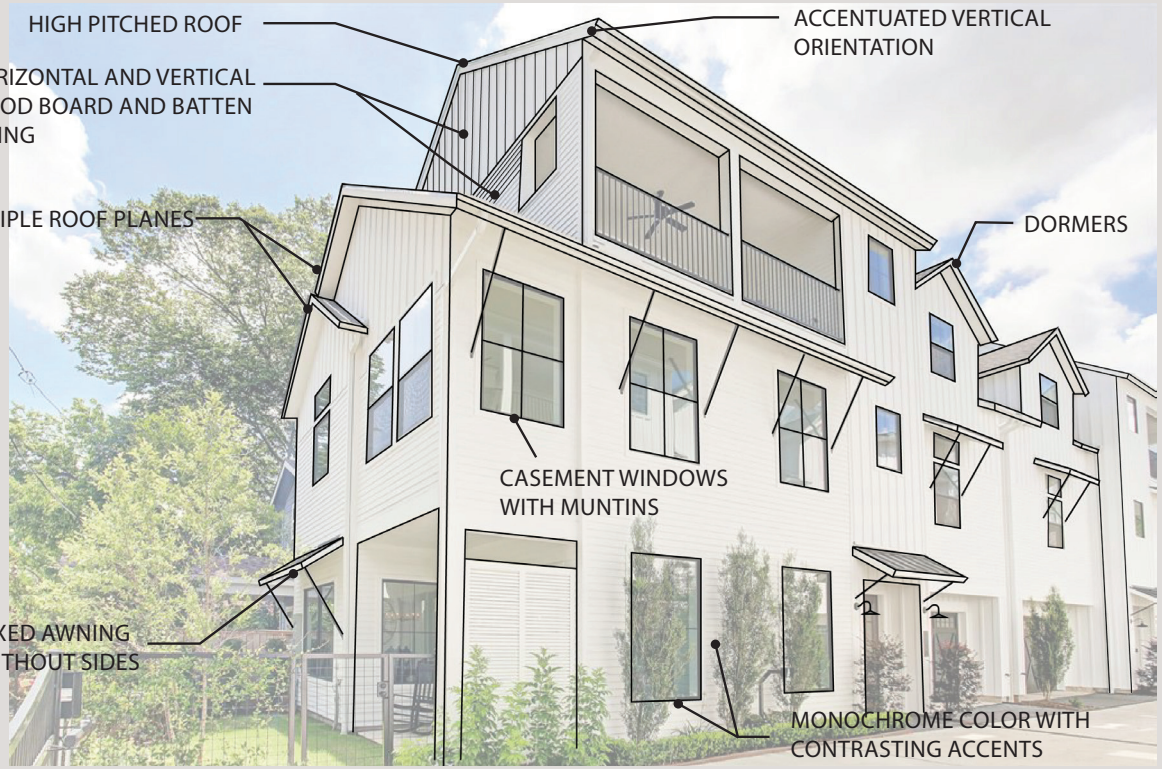


B. FARM CHIC

B.1 STYLE DESCRIPTION

Farm Chic, or Modern Farmhouse, is a contemporary interpretation of traditional rural residential forms and materials. This style reflects Wildomar's agricultural and ranching history and regional context. As indicated in the accompanying precedent images and illustrative diagram, the style utilizes elements such as vertical or horizontal wood siding, monochrome colors with contrasting accents and sparse or simple ornamentation. Roofs are typically medium to high-pitched. Minimal detailing often includes awnings, porches and wall-mounted gooseneck lights.

FIGURE B









B.2 FORM & MASSING

Required Elements

B.2.1 Multi-story with medium- to high-pitched roof forms accentuating vertical orientation

B.2.2 Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers

B.2.3 Multiple gable and shed roof planes

B.2.4 Covered porches and awnings to break up volumes between lower and upper floors








B.3 ROOF DESIGNS

Required Elements

B.3.1 Medium to high-pitched (minimum 6:12 slope)

B.3.2 Front and/or side facing gables

B.3.3 Variation in heights and/or planes

B.3.4 Asphalt shingle and metal roofs













B.4 WALLS & WINDOW DESIGNS

Required Elements

B.4.1 Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls

B.4.2 Minimal molding (4”-6”) around window and door openings

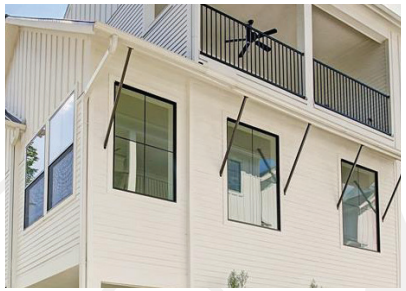
B.4.3 At least 60 percent of windows shall be double hung or casement windows with muntins

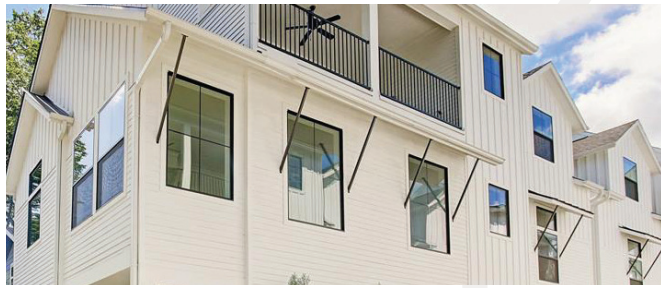
B.4.4 Contrast color of window sash with color of the body of the building













B.5 MATERIALS & COLORS

Required Elements

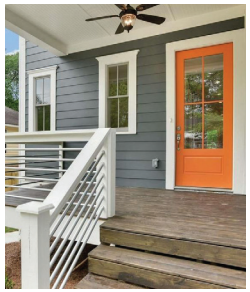
B.5.1 Unadorned materials: metal, wood, masonry

B.5.2 Neutral or muted colors should be predominant

B.5.3 Monochrome accents of doors, windows or architectural features encouraged

B.5.4 Stucco shall not exceed 40 percent of the surface area on elevations that face public streets, private streets or common open spaces. For the purposes of this requirement, window glazing is considered a contrasting material.








B.6 DECORATIVE ACCENTS & DETAILS

Required Elements (2 or more)

B.6.1 Wall-mounted gooseneck lights

B.6.2 Fixed wood or metal awning without sides

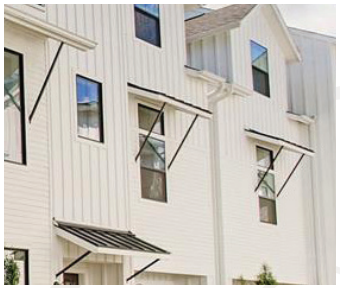
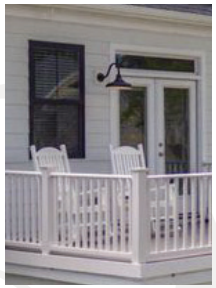
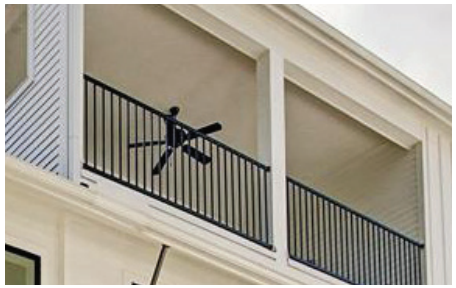
B.6.3 Porches with ceiling fans

B.6.4 Exposed rafter tails and brackets

B.6.5 Dormers







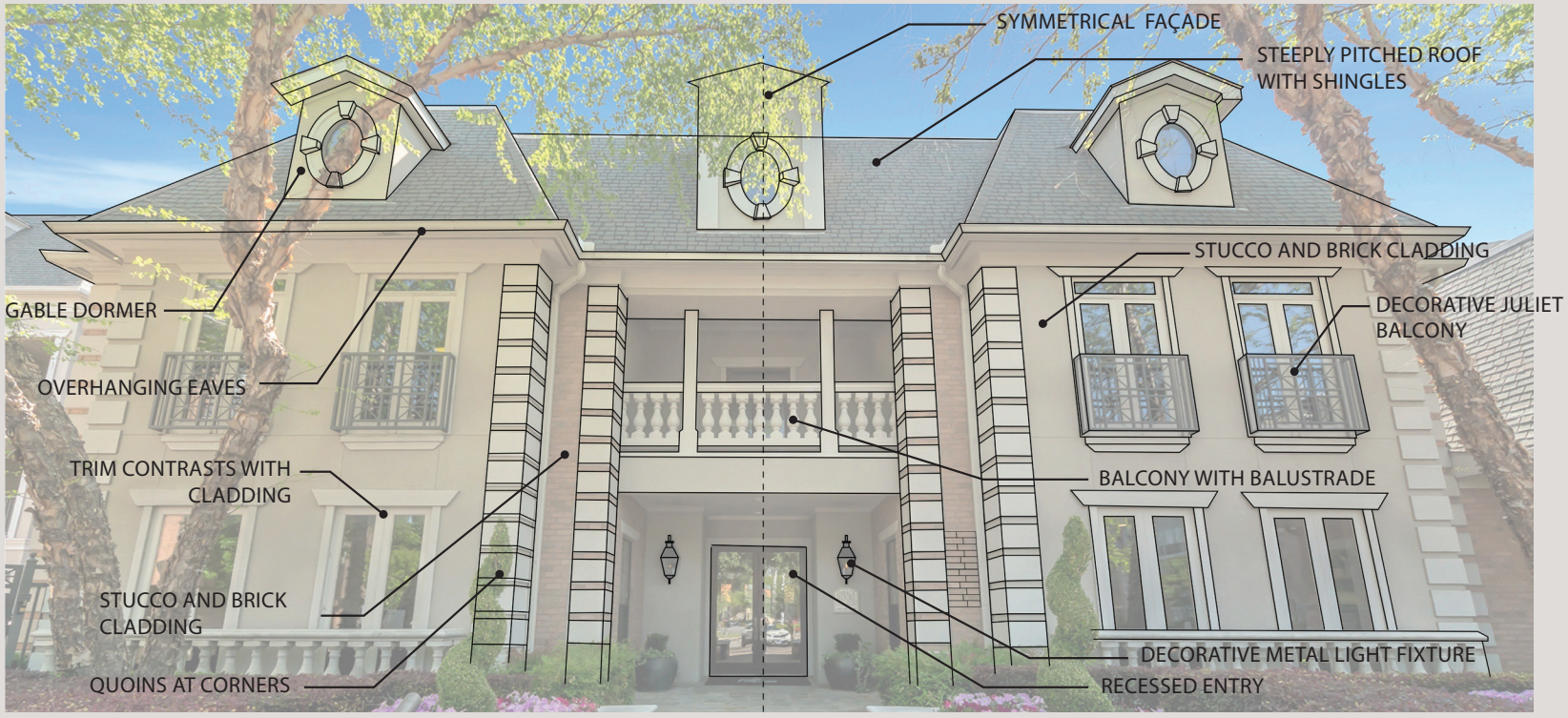
C. FRENCH

C.1 STYLE DESCRIPTION

Residential architecture in the French style draws on that country's long tradition of domestic building forms. As indicated in the accompanying precedent images and illustrative diagram, multi-family variants of the French style typically display a symmetrical facade dominated by a steeply-pitched hipped or mansard roof with dormers. This variant exhibits formal renaissance detailing, distinguishing it from the asymmetrical varieties that draw on French farmhouse, cottage or chateau precedents. Brick, stone and stucco cladding are typical. Stylistic details often include segmental arches around doors and windows, quoins at corners, and open terraces, porches and balconies with balustrades or metal railings.



FIGURE C



C.2 FORM & MASSING

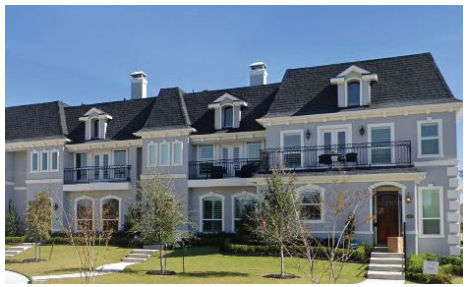
Required Elements

C.2.1 Symmetrical organization of compositional elements

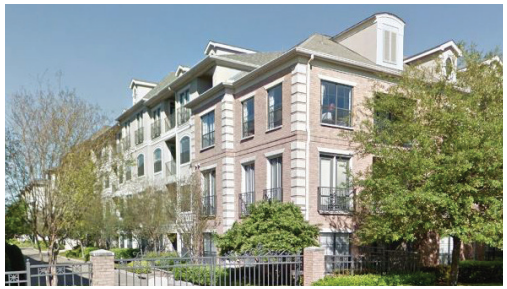
C.2.2 Porches and balconies

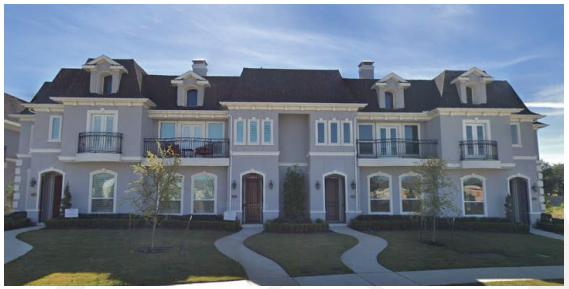
C.2.3 Prominent roof form

C.2.4 At least 60 percent of windows and doors shall have a vertical orientation with a proportion 2x or more taller than wide













C.3 ROOF DESIGNS

Required Elements

C.3.1 Hipped or Mansard roof with dormers

C.3.2 High-pitched roof (minimum 6:12 slope)

C.3.3 Asphalt shingles

C.3.4 Moderately overhanging eaves (maximum 12 inches)













C.4 WALLS & WINDOW DESIGNS

Required Elements

C.4.1 Vertically-oriented rectangular windows arranged in symmetrical patterns

C.4.2 Articulated lintels and sills

C.4.3 Window trim that contrasts with the color of body of the building

C.4.4 Windows shall be recessed no deeper than 3 inches from outer wall















C.5 MATERIALS & COLORS

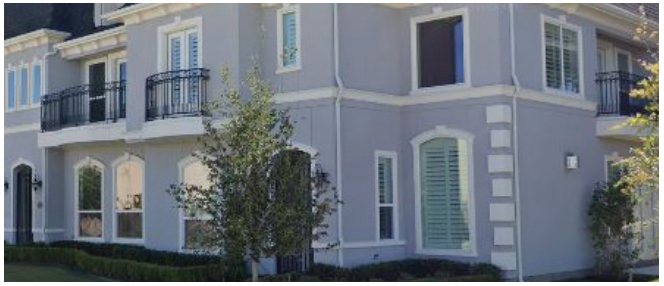
Required Elements

C.5.1 Brick, stone or smooth stucco cladding

C.5.2 Off-white and earth tones

C.5.3 White or contrasting trim

C.5.4 Asphalt shingles

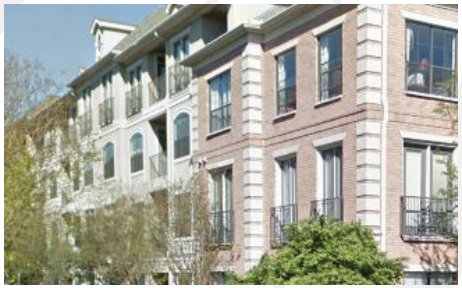












C.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

C.6.1 Quoins at corners; color should contrast with body of the building

C.6.2 Entry accents with real or faux stone

C.6.3 Recessed entries

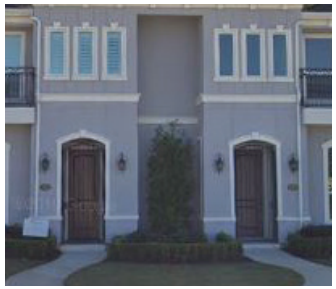
C.6.4 Open terraces, porches and balconies with balustrades or metal railings

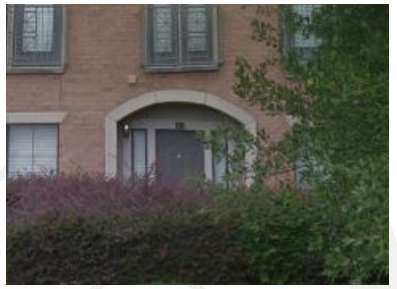
C.6.5 Horizontal moulding accents

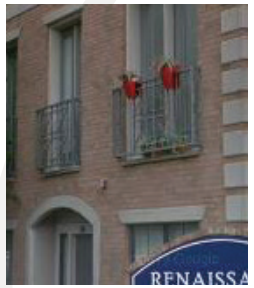
C.6.6 Decorative metal light fixtures

C.6.7 Arched windows, dormers or doors





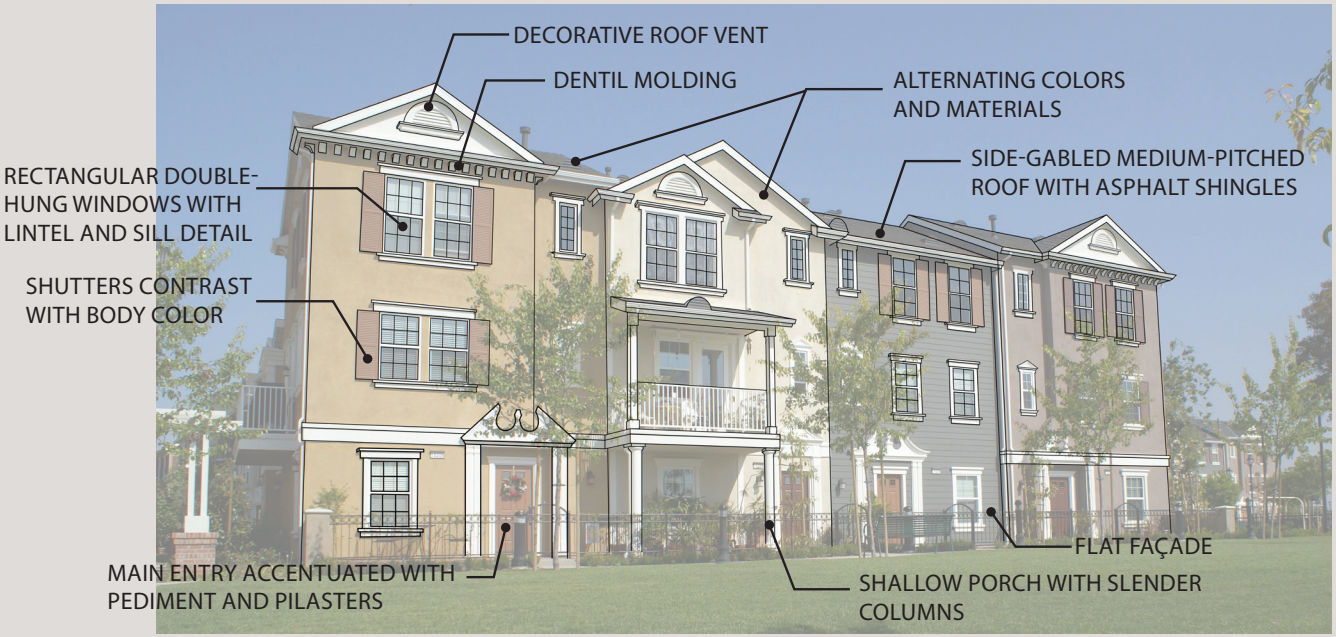



D. COLONIAL REVIVAL

D.1 STYLE DESCRIPTION

The Colonial Revival and New Traditional styles of multi-family housing incorporate elements of American domestic architecture dating back to the early English and Dutch houses built in the first century of colonial settlement. These precedents have been interpreted and re-interpreted during successive waves of residential design and development over the past 140 years, and presently incorporate an eclectic mixture of elements. Common characteristics of new Colonial Revival and New Traditional buildings include materials such as wood and brick; front entrances accentuated with pediments and pilasters; windows with double-hung sashes and articulated lintels and sills; and porches supported by thin columns.

FIGURE D









D.2 FORM & MASSING

Required Elements

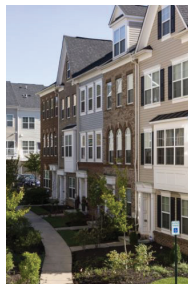
D.2.1 Accentuated front entrance

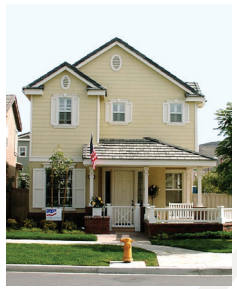
D.2.2 Flat facades

D.2.3 Porches and shallow projections allowed

D.2.4 Side-gabled and front-gabled roof forms











D.3 ROOF DESIGNS

Required Elements

D.3.1 Side-gabled, with added front-gables allowed

D.3.2 Medium to High-pitched roof (minimum 6:12 slope)

D.3.3 Asphalt shingles











D.4 WALLS & WINDOW DESIGNS

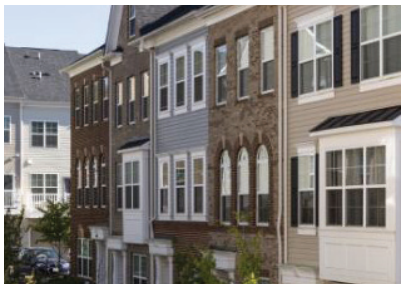
Required Elements

D.4.1 Rectangular windows oriented vertically

D.4.2 Windows detailed with arched or flat lintels and sills

D.4.3 Double-hung sashes with muntins













D.5 MATERIALS & COLORS

Required Elements

D.5.1 Brick cladding, wood or vinyl siding shall be applied to at least 50 percent of the surface area on elevations that face public streets, private streets or common open spaces. For the purposes of this requirement, window glazing is considered a contrasting material.

D.5.2 Attached townhomes shall alternate color and cladding from one unit to the next

D.5.3 Off-white and earth tones, muted colors

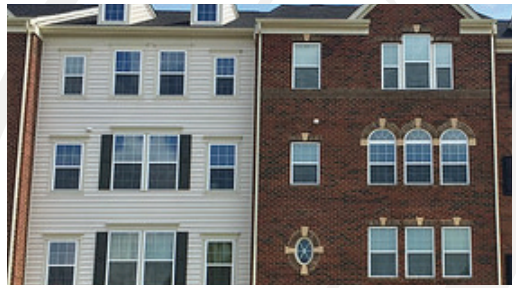
D.5.4 Asphalt shingles

D.5.5 When shutters are utilized, their color shall contrast with the body of the building









D.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

D.6.1 Front doors with fanlights or sidelights

D.6.2 Front doors accented with pediments and pilasters

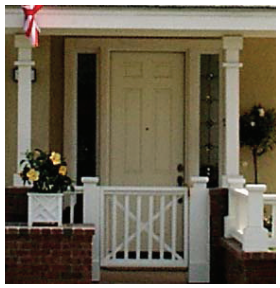
D.6.3 Shallow porches with slender columns

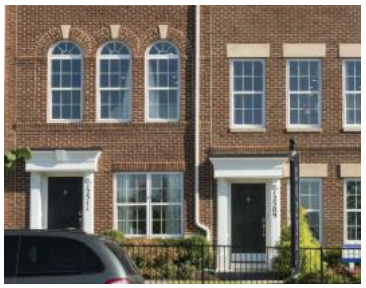
D.6.4 Arched windows, dormers or doors

D.6.5 Decorative attic vents

D.6.6 Dentil molding at roofline

D.6.7 Dormers










E. GENERAL BUILDING DESIGN STANDARDS

This section describes the general building design standards that are intended to ensure a minimum standard of design and construction quality in the development of new multi-family residential projects in Wildomar. These standards apply no matter which stylistic precedent is being utilized for the project design. They are intended to work in concert with the standards for multi-family residential buildings described in the City's zoning code. If there is any conflict between the two, the zoning standards shall take precedence.

E.1 NEIGHBORHOOD COMPATIBILITY

E.1.1 Duplexes, triplexes, and fourplexes abutting single-family neighborhoods shall include individual front doors and interior stairs (when stairs are needed).



NOT Recommended: Building has different form and elements that cause loss of unity.

E.2 BUILDING DESIGN

E.2.1 Buildings shall carry the same approach to form and massing, roof design, wall and window design, and materials and colors on all elevations. Decorative accents and details are optional for side and rear elevations.

E.2.2 Blank walls (facades without doors, windows, landscaping treatments) shall be less than 30 feet in length.



NOT Recommended: Building has a long blank or plain facade.

E. GENERAL BUILDING DESIGN STANDARDS (CONT.)

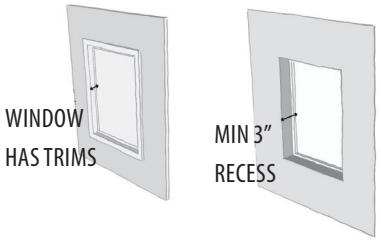
E.2.3 Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space.

E.2.4 Trim surrounds shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.

E.2.5 Special architectural treatments (i.e., feature entry location, feature window detail, tower, etc.) shall be provided at street corners and other important focal points.



Recommended: Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories.



Recommended: Trim shall be provided at all exterior window and door openings



Recommended: Special architectural treatments shall be provided at street corners.

E. GENERAL BUILDING DESIGN STANDARDS (CONT.)

E.2.6 Front doors shall orient towards and be visible from the street.

E.2.7 Building front elevations shall emphasize entries, porches and other living areas. No garages shall be forward of architecture and no more than 50% of front facing garages shall be located within 20' of the property line.



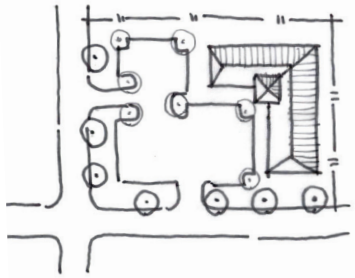
Recommended: Front doors shall orient towards and be visible from the street.

E.3 MASSING/ARTICULATION

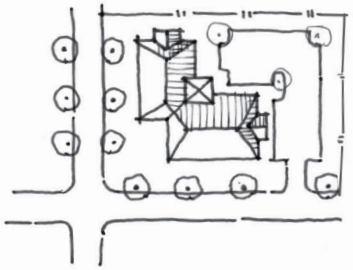
E.3.1 Buildings over three stories tall shall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.

E.3.2 Buildings shall have minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.

E.3.3 Rooflines shall be vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form.



NOT Recommended: Parking is visible from the street.



Recommended: Parking in on the back of the building.



Recommended: Building articulation helps to break up building mass and add visual interest

F. SITE DESIGN STANDARDS

F.1 OVERVIEW

The design of a project on the site is as important as the design of the building itself. The placement of buildings and pedestrian connectivity to open spaces affect quality of life as much as landscape, building shape, and materials. People live both in and around buildings so the outside living space should be as well designed as the inside.

These site design standards should be used in conjunction with the zoning standards found in the Wildomar Municipal Code.

BUILDING AND PARKING



OPEN SPACE AND LANDSCAPING



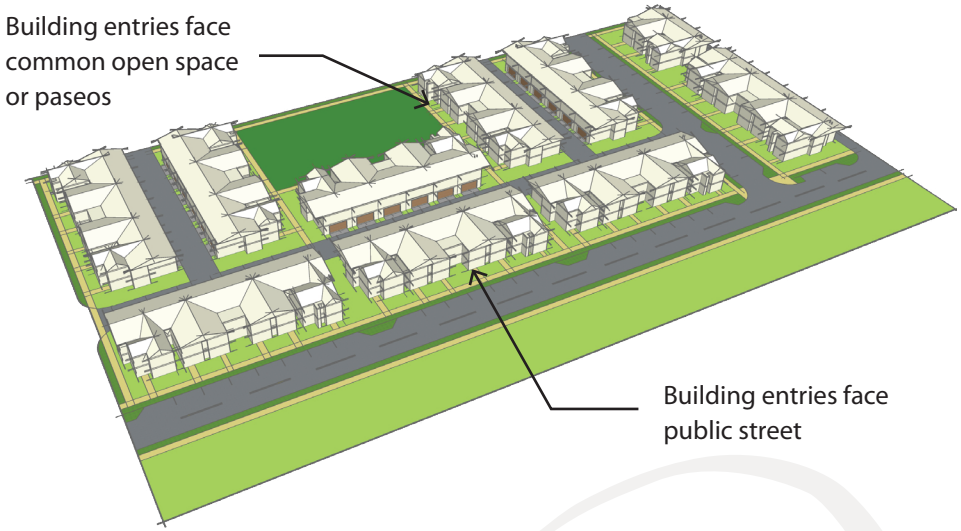
F.2 BUILDING AND PARKING

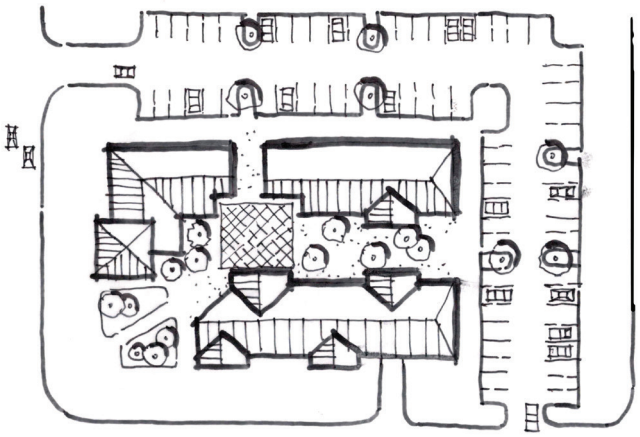
F.2.1 Building entries shall face the primary public street with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces. For larger sites with multiple buildings, building entries may also be oriented to face internal open spaces, paseos, and recreation amenities.

F.2.2 A minimum of 60% of the street frontage shall be devoted to buildings located between the minimum and maximum front setback lines. The remaining 40% may be devoted to parking.

F.2.3 Parking areas, covered and uncovered, shall be screened from public street frontages. Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof. Landscaping for screening purposes shall be no less than four feet tall. Fencing shall comply with the WMC.

F.2.4 For multifamily projects located across the street from a single-family residential zone, parking lot areas and carports shall not be located along the single-family neighborhood street frontages.





A minimum of 60% of the street frontage shall be devoted to buildings

F.3 BUILDING AND PARKING

F.2.5 A minimum of one window from each residential unit shall be located to overlook a landscaped private or common open space area.

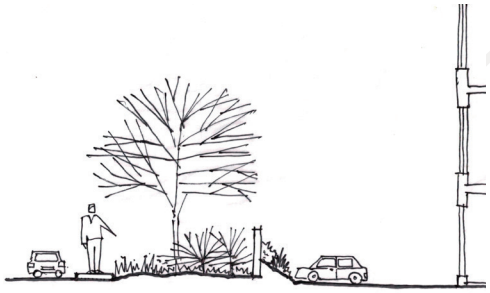
F.2.6 If adjacent to a single-family residential zone, windows, balconies or similar openings shall be oriented so as not to have a direct line-of-sight into adjacent units or onto private patios or backyards adjoining the property line. This can be accomplished through: stepbacks of upper stories; window placement; use of clerestory windows, glass block or opaque glass; or mature landscaping within the rear or side setback areas.

F.2.7 Controlled entrances to parking facilities (gates, doors, etc.) shall be located a minimum of 18 feet from the back of sidewalk, in order to accommodate a minimum of one vehicle entering the facility.

F.2.8 Ground floor residential fronting or siding onto an arterial roadway shall be elevated at least 21 inches above the finished grade of the sidewalk.



Building have views to the open space.



Parking shall be screened from public street frontages.



Ground floor shall be elevated from the street to protect pravicy.

F.4 OPEN SPACE AND RECREATION

F.4.1 Minimum Requirements for Recreational-Leisure Areas (RLA):

F.4.1.1 400 square feet per dwelling unit

F.4.1.2 Minimum Dimensions (in either direction)

- Private areas:7 feet
- Common areas: 20 feet
- Pedestrian walkway width: 6 feet
- Courtyard internal to a project, or enclosed on at least three sides: 40 feet

F.4.1.3 Outdoor recreational-leisure areas may be provided by private areas, common areas, or a combination of both.

F.4.1.4 Depending on the number of dwelling units, common outdoor recreational-leisure area shall be provided to the meet the following criteria per dwelling unit:

- Ten (10) to fifty (50) dwelling units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred square feet total, minimum);
- Fifty-one (51) to one hundred (100) dwelling units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred square feet total, minimum);
- One hundred one (101) or more dwelling units: minimum of two (2) spaces, forty (40) feet minimum dimension (three thousand two hundred square feet total).

F.4.1.5 The common recreational-leisure area may be composed of active or passive facilities, and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways, street side sidewalks, or parking areas, trash pickup or storage areas or utility areas.

F.4.1.6 All common RLAs shall be improved as either active (child play areas, pools, recreation facilities, etc.) or passive facilities (gardens, barbeque facilities, seating areas, etc.) with landscaping or hardscape elements designed to serve the residents of the project.

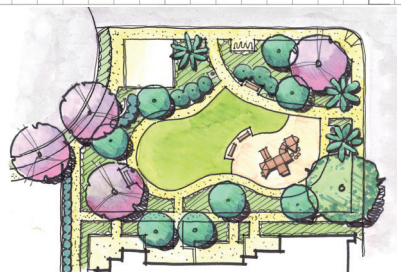
F.4.1.7 All common open spaces shall interface with adjacent buildings via direct connections through doors, windows, and entryways. Any security fencing shall comply with WMC Section 17.172.205.

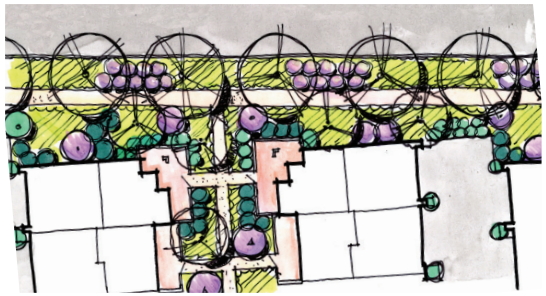
F.4.1.8 No more than 25 percent of common recreational-leisure area can be in hardscape.

F.4.1.9 All common areas shall be developed and professionally maintained in accordance with approved landscape and irrigation plans.




ALLEY
ALLEY
PUBLIC STREET

















G. DEFINITIONS

AWNING: An architectural fabric or metal projection that provides weather protection, building identity, or decoration, and is wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a cover is attached.

BALUSTRADE: An entire railing system, as along the edge of a balcony, including a top rail, bottom rail and balusters.

BATTERED: Those forms that slope from a true vertical plane from bottom to top, as in the outside surface of a wall.

BOARD AND BATTEN: a form of sheathing for wood frame buildings consisting of wide boards, usually placed vertically, whose joints are covered by narrow strips of wood over joints or cracks.

BRACKETS: A projection from a vertical surface providing structural or visual support under cornices, balconies, windows, or any other overhanging member.

CLERESTORY: An upper story or row of windows rising above the adjoining parts of the roof, designed to admit increased light into the inner space of the building.

CORNICE: The uppermost division of an entablature; a projecting shelf along the top of a wall supported by a series of brackets; the exterior trim at the meeting of a roof and wall, consisting of soffit, fascia and crown molding.

CORRUGATED PANELS: Panels shaped into folds of parallel and alternating ridges and valleys, either to provide additional strength, or to vary the surface pattern.

DECORATIVE GABLE VENTS: A non-venting louver mounted in the top of the gable.

DECORATIVE JOINERY: Embellishments or ornamental features used for decoration at the juncture of structural elements.

DENTIL: A series of closely spaced ornamental rectangular blocks resembling teeth, used as moldings most often in continuous bands just below the cornice.

DIVIDED LITE: Individual panes of glass held in place by wood or synthetic material to create a pattern.

DORMER: A structure projecting from a sloping roof usually housing a vertical window that is placed in a small gable, or containing a ventilating louver.

DOWNSPOUT: a vertical pipe that carries water from the roof gutters to the ground or cistern.

FANLIGHT: A semicircular window, usually over a door with radiating bars suggesting an open fan.

FRONT-GABLED ROOF: A gabled-roof that faces the road or main entrance.

GABLE: The entire triangular end of a wall, above the level of eaves, the top of which conforms to the slope of the roof which abuts against it, sometimes stepped and sometimes curved in a scroll shape.

GABLE ROOF: A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, so as to form a gable at each end.

GOOSENECK LIGHTS: A type of light fixture in which a lamp or lightbulb is attached to a flexible, adjustable shaft to allow the user to position the light source without moving the fixture or item to be illuminated.

HIPPED ROOF: A roof which slopes upward from all four sides of a building, requiring a hip rafter at each corner.

JULIET BALCONY: A pseudo balcony; a low ornamental railing to a window, projecting but slightly beyond the plane of the window, threshold or sill, having the appearance of a balcony when the window is fully open.

KNEE BRACE: A diagonal corner member for bracing the angle between two jointed members; being joined to each other partway along its path serves to stiffen and strengthen the joint.

LINTEL: The horizontal beam that forms the upper structural member of an opening for a window or door and supports part of the structure above it.

MANSARD ROOF: A roof with a steep lower slope and a flatter upper slope on all sides, either of convex or concave shape.

MULLION: A dividing piece between the lights of windows, usually taking on the characteristics of the style of the building.

MUNTIN: A secondary framing member to hold panes in a window, window wall, or glazed door; an intermediate vertical member that divides panels of a door.

OVERHANGING EAVES: The projecting overhang at the lower edge of a roof that sheds rainwater.

PARAPET: A low protective wall or railing along the edge of a roof, balcony, or similar structure; in an exterior wall, the part entirely above the roof.

PEDIMENTS: A low-pitched triangular gable above the doorway or above a window; a triangular gable end of the rood above the horizontal cornice, often with sculpture.

PILASTER: A partial pier or column, often with a base, shaft and capital, that is embedded in a flat wall and projects slightly; may be constructed as a projection of the wall itself.

QUOIN: One of a series of stones or bricks used to mark or visually reinforce the exterior corners of a building; often through a contrast of size, shape, color or material, which may be imitated in non-load-bearing material.

RAFTER TAILS: The portion of the rafter that hangs over the wall.

REVEAL: The visible side of an opening for a window or doorway between the framework and outer surface of the wall; where the opening is not filled with a door or window, the whole thickness of the wall.

SHUTTER: Each of a pair of hinged panels, often louvered, fixed inside or outside a window that can be closed for security or privacy or to keep out light.

SIDE-GABLED ROOF: A gabled-roof that faces either side of the main entrance.

SILL: The horizontal exterior member at the bottom of a window or door opening, usually sloped away from the bottom of the window or door for drainage of water and overhanging the wall below.

TOWNHOME: An urban building without side yards, containing one residence on one or more floors.

TRELLIS: A structural frame supporting an open latticework or grating constructed of either metal or wood, used to support plants or vines or left exposed.

WINDOW SASH: The moveable part of a window made up of the vertical and horizontal frame that holds the glass.

H. DESIGN STANDARDS CHECKLIST

This Checklist is intended as an overview of the requirements for Multifamily development projects in the City of Wildomar. Additional information and plans may be required to evaluate your application following initial review by staff. A copy of this list will be used to check your application for completeness after it is submitted. Applications not containing the necessary information as shown on this Checklist will not be accepted for review.

To use the checklist correctly, follow the steps below:

Step 1: Review the Site Plan Design Standards (Section F). Site Planning involves a careful analysis of the opportunities and constraints of the site, including existing features such as mature trees, topography, and drainage patterns. The components of site development extend beyond building placement and configuration, including surrounding uses, retaining walls, landscape design, hardscape considerations, and parking. The Site Plan Design Standards outline a number of requirements on these topics.

Step 2: Review the General Building Design Standards (Section E). While new projects need not copy existing development, their mass and scale should respect adjacent building context. The General Building Design Standards establish requirements on these issues. Standards related to garage doors and entries are also established here. These standards apply no matter which stylistic precedent is being utilized for the project design.

Step 3: Review the Architectural Style Standards (Sections A-D). The design and detailing of buildings is paramount to a quality environment. Architectural design elements and materials should be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices should reinforce the overall project design. To provide guidance on architectural detailing, the Standards offer a menu of four architectural traditions individual buildings may be designed in. These styles are: Craftsman, Farm Chic, French, and Colonial Revival. Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other elements may be selected from a menu of options. Projects composed of multiple buildings may utilize multiple styles.

As you go through the checklist, check each "Complete" box under "Applicant" to indicate that the information has been provided and sign below once Checklist is complete. If you believe an item is not applicable to your application, check the "N/A" box under "Applicant" and provide justification why the standard does not apply.

Design Standards Checklist

Site Design Standards (Section F)	Applicant			City Use Only		
	Yes	**No**	**N/A**	**Yes**	**No**	**N/A**
Building and Parking (see Sections F.2-F.3)						
F.2.1: Do building entries face the primary public street (or on site with multiple buildings, internal open spaces, paseos, or recreation amenities) with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces?	☐	☐	☐	☐	☐	☐
F.2.2: Is at least 60% of the street frontage located between the minimum and maximum front setback lines devoted to buildings? The remaining 40% may be devoted to parking?	☐	☐	☐	☐	☐	☐
F.2.3: Are parking areas, covered and uncovered, screened from public street frontages? Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof. Landscaping for screening purposes shall be no less than four feet tall. Fencing shall comply with the WMC.	☐	☐	☐	☐	☐	☐
F.2.4: If located across the street from a single-family residential zone, are parking lot areas and carports located away from the single-family neighborhood street frontages?	☐	☐	☐	☐	☐	☐
F.2.5: Is at least one window from each residential unit located to overlook a landscaped private or common open space area?	☐	☐	☐	☐	☐	☐
F.2.6: If adjacent to a single-family residential zone, are windows, balconies or similar openings oriented so as not to have a direct line-of sight into adjacent units or onto private patios or backyards adjoining the property line? This can be accomplished through: stepbacks of upper stories; window placement; use of clerestory windows, glass block or opaque glass; or mature landscaping within the rear or side setback areas.	☐	☐	☐	☐	☐	☐
F.2.7: Are controlled entrances to parking facilities (gates, doors, etc.) located a minimum of 18 feet from the back of sidewalk, in order to accommodate a minimum of one vehicle entering the facility?	☐	☐	☐	☐	☐	☐
F.2.8: Is the residential ground floor facing an arterial roadway elevated at least 21 inches above the finished grade of the sidewalk?	☐	☐	☐	☐	☐	☐

Design Standards Checklist

Site Design Standards (Section F)	Applicant			City Use Only		
	Yes	**No**	**N/A**	**Yes**	**No**	**N/A**
Open Space and Recreation (See Section F.4) *Is the proposed project consistent with the following minimum standards for Recreational-Leisure Areas?*						
F.4.1.1: 400 square feet per dwelling unit	☐	☐	☐	☐	☐	☐
F.4.1.2: Minimum Dimensions (in either direction)? • Private areas:7 feet • Common areas: 20 feet • Pedestrian walkway width: 6 feet • Courtyard internal to a project, or enclosed on at least three sides: 40 feet	☐	☐	☐	☐	☐	☐
F.4.1.3: Outdoor recreational-leisure areas may be provided by private areas, common areas, or a combination of both	☐	☐	☐	☐	☐	☐
F.4.1.4: Depending on the number of dwelling units, common outdoor recreational-leisure area shall be provided to the meet the following criteria per dwelling unit: • Ten (10) to fifty (50) dwelling units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred square feet total, minimum); • Fifty-one (51) to one hundred (100) dwelling units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred square feet total, minimum); • One hundred one (101) or more dwelling units: minimum of two (2) spaces, forty (40) feet minimum dimension (three thousand two hundred square feet	☐	☐	☐	☐	☐	☐
F.4.1.5: The common recreational-leisure area may be composed of active or passive facilities, and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways, street side sidewalks, or parking areas, trash pickup or storage areas or utility areas	☐	☐	☐	☐	☐	☐
F.4.1.6: All common RLAs shall be improved as either active (child play areas, pools, recreation facilities, etc.) or passive facilities (gardens, barbeque facilities, seating areas, etc.) with landscaping or hardscape elements designed to serve the residents of the project.	☐	☐	☐	☐	☐	☐
F.4.1.7: All common open spaces shall interface with adjacent buildings via direct connections through doors, windows, and entryways. Any security fencing shall comply with WMC Section 17.172.205.	☐	☐	☐	☐	☐	☐
F.4.1.8: No more than 25 percent of common recreational-leisure area can be in hardscape.	☐	☐	☐	☐	☐	☐
F.4.1.9: All common areas shall be developed and professionally maintained in accordance with approved landscape and irrigation	☐	☐	☐	☐	☐	☐

Design Standards Checklist

General Building Design Standards (Section E)	Applicant			City Use Only		
	Yes	**No**	**N/A**	**Yes**	**No**	**N/A**
Neighborhood Compatibility						
E.1.1: Do duplexes, triplexes, and fourplexes abutting single-family neighborhoods include individual front doors and interior stairs (when stairs are needed)?	☐	☐	☐	☐	☐	☐
Building Design						
E.2.1: Do buildings carry the same approach to form and massing, roof design, wall and window design, and materials and colors on all elevations? Decorative accents and details are optional for side and rear elevations.	☐	☐	☐	☐	☐	☐
E.2.2: Are blank walls (facades without doors, windows, landscaping treatments) less than 30 feet in length?	☐	☐	☐	☐	☐	☐
E.2.3: Do buildings over three stories provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space?	☐	☐	☐	☐	☐	☐
E.2.4: Are trim surrounds provided at all exterior window and door openings? In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.	☐	☐	☐	☐	☐	☐
E.2.5: Are special architectural treatments (i.e., feature entry location, feature window detail, tower, etc.) provided at street corners and other important focal points?	☐	☐	☐	☐	☐	☐
E.2.6: Are front doors oriented towards and visible from the street?	☐	☐	☐	☐	☐	☐
E.2.7: Do the front elevations of buildings emphasize entries, porches and other living areas? No garages shall be forward of architecture and no more than 50% of front facing garages shall be located within 20' of the property line.	☐	☐	☐	☐	☐	☐
Massing / Articulation						
E.3.1: Do buildings over three stories tall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries? Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.	☐	☐	☐	☐	☐	☐
E.3.2: Do the buildings have a minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays? Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.	☐	☐	☐	☐	☐	☐
E.3.3: Are rooflines vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form?	☐	☐	☐	☐	☐	☐

Design Standards Checklist

Architectural Style Standards - Craftsman (Section A)	Applicant		City Use Only	
	Yes	No	Yes	No
A.2 Form & Massing – *Does the proposed project include the following?*				
Multiple roof planes	☐	☐	☐	☐
Porches or balconies	☐	☐	☐	☐
Design elements that emphasize horizontal orientation	☐	☐	☐	☐
Articulated facades with frequent massing breaks	☐	☐	☐	☐
Low- to moderate-pitched roofs with overhanging eaves	☐	☐	☐	☐
A.3 Roof Designs – *Does the proposed project include the following?*				
Low- to moderate-pitched gable or hipped roofs (maximum 6:12 slope)	☐	☐	☐	☐
Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams	☐	☐	☐	☐
Brackets or knee braces at gabled ends	☐	☐	☐	☐
Use of wood or asphalt shingle	☐	☐	☐	☐
A.4 Wall & Window Designs – *Does the proposed project include the following?*				
Windows have mullion and divided lites	☐	☐	☐	☐
Use of wood shingles or clapboard siding	☐	☐	☐	☐
Utilize wooden trim around windows and doors	☐	☐	☐	☐
Window and door trim color shall contrast with color of walls	☐	☐	☐	☐
A.5 Materials & Colors – *Does the proposed project include the following?*				
Extensive use of wood and natural materials such as arroyo stone	☐	☐	☐	☐
Use of dark, neutral or earth-toned colors	☐	☐	☐	☐
A.6 Decorative Accents & Details – *Does the proposed project include at least 3 of the following?*				
Porches with battered, square, double post or 4-post columns of stone or wood	☐	☐	☐	☐
Decorative lighting with geometric detailing	☐	☐	☐	☐
Decorated downspouts	☐	☐	☐	☐
Use of moldings or extended lintels to emphasize horizontality	☐	☐	☐	☐
Decorative joinery	☐	☐	☐	☐
Trellis	☐	☐	☐	☐
Window boxes	☐	☐	☐	☐
Decorative gable vents	☐	☐	☐	☐
Stained glass accents	☐	☐	☐	☐

Design Standards Checklist

Architectural Style Standards - Farm Chic (Section B)	**Applicant**		**City Use Only**	
	Yes	**No**	**Yes**	**No**
B.2 Form & Massing – *Does the proposed project include the following?*				
Multi-story with medium- to high- pitched roof forms accentuating vertical orientation	☐	☐	☐	☐
Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers	☐	☐	☐	☐
Multiple gable roof planes	☐	☐	☐	☐
Covered porches and awnings break up volumes between lower and upper floors	☐	☐	☐	☐
B.3 Roof Designs – *Does the proposed project include the following?*				
Medium to high-pitched (minimum 6:12 slope)	☐	☐	☐	☐
Front and/or side facing gables	☐	☐	☐	☐
Variation in heights and/or planes	☐	☐	☐	☐
Asphalt shingle and metal roofs	☐	☐	☐	☐
B.4 Wall & Window Designs – *Does the proposed project include the following?*				
Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls	☐	☐	☐	☐
Minimal molding around window and door openings	☐	☐	☐	☐
Double hung or casement windows with muntins	☐	☐	☐	☐
Contrast color of window sash with color of the body of the building	☐	☐	☐	☐
B.5 Materials & Colors – *Does the proposed project include the following?*				
Unadorned materials: metal, wood, masonry	☐	☐	☐	☐
Neutral or muted colors should be predominant	☐	☐	☐	☐
Monochrome accents of doors, windows or architectural features encouraged	☐	☐	☐	☐
Stucco shall not exceed 40% of the facade	☐	☐	☐	☐
B.6 Decorative Accents & Details – *Does the proposed project include at least 2 of the following?*				
Wall-mounted gooseneck lights	☐	☐	☐	☐
Fixed wood or metal awning without sides	☐	☐	☐	☐
Porches with ceiling fans	☐	☐	☐	☐
Exposed rafter tails and brackets	☐	☐	☐	☐
Dormers	☐	☐	☐	☐

Design Standards Checklist

Architectural Style Standards - French (Section C)	Applicant		City Use Only	
	Yes	No	Yes	No
C.2 Form & Massing – *Does the proposed project include the following?*				
Symmetrical organization of compositional elements	☐	☐	☐	☐
Porches and balconies	☐	☐	☐	☐
Prominent roof form	☐	☐	☐	☐
Windows and doors that emphasize vertical orientation	☐	☐	☐	☐
C.3 Roof Designs – *Does the proposed project include the following?*				
Hipped or Mansard roof with dormers	☐	☐	☐	☐
High-pitched roof (minimum 6:12 slope)	☐	☐	☐	☐
Asphalt shingles	☐	☐	☐	☐
Moderately overhanging eaves (maximum 12 inches)	☐	☐	☐	☐
C.4 Wall & Window Designs – *Does the proposed project include the following?*				
Vertically-oriented rectangular windows arranged in symmetrical patterns	☐	☐	☐	☐
Articulated lintels and sills	☐	☐	☐	☐
Window trim that contrasts with the color of body of the buildin	☐	☐	☐	☐
Windows shall be recessed no deeper than 3 inches from outer wall	☐	☐	☐	☐
C.5 Materials & Colors – *Does the proposed project include the following?*				
Brick, stone or smooth stucco cladding	☐	☐	☐	☐
Off-white and earth tones	☐	☐	☐	☐
White or contrasting trim	☐	☐	☐	☐
Asphalt shingles	☐	☐	☐	☐
C.6 Decorative Accents & Details – *Does the proposed project include at least 3 of the following?*				
Quoins at corners; color should contrast with body of the building	☐	☐	☐	☐
Entry accents with real or faux stone	☐	☐	☐	☐
Recessed entries	☐	☐	☐	☐
Open terraces, porches and balconies with balustrades or metal railings	☐	☐	☐	☐
Horizontal molding accents	☐	☐	☐	☐
Decorative metal light fixtures	☐	☐	☐	☐
Arched windows, dormers or doors	☐	☐	☐	☐

Design Standards Checklist

Architectural Style Standards - Colonial Revival (Section D)	Applicant		City Use Only	
	Yes	**No**	**Yes**	**No**
D.2 Form & Massing – *Does the proposed project include the following?*				
Accentuated front entrance	☐	☐	☐	☐
Flat facades	☐	☐	☐	☐
Porches and shallow projects allowed	☐	☐	☐	☐
Side-gabled and front-gabled roof forms	☐	☐	☐	☐
D.3 Roof Designs – *Does the proposed project include the following?*				
Side-gabled, with added front-gables allowed	☐	☐	☐	☐
Medium to high-pitched roof (minimum 6:12 slope)	☐	☐	☐	☐
Asphalt shingles	☐	☐	☐	☐
D.4 Wall & Window Designs – *Does the proposed project include the following?*				
Rectangular windows oriented vertically	☐	☐	☐	☐
Windows detailed with arched or flat lintels and sills	☐	☐	☐	☐
Double-hung sashes with muntins	☐	☐	☐	☐
D.5 Materials & Colors – *Does the proposed project include the following?*				
Brick cladding, wood or vinyl siding	☐	☐	☐	☐
Attached townhouses shall alternate color and cladding from one unit to the next	☐	☐	☐	☐
Off-white and earth tones, muted colors	☐	☐	☐	☐
Asphalt shingles	☐	☐	☐	☐
When shutters are utilized, their color shall contrast with the body of the building	☐	☐	☐	☐
D.6 Decorative Accents & Details – *Does the proposed project include at least 3 of the following?*				
Front doors with fanlights or sidelights	☐	☐	☐	☐
Front doors accented with pediments and pilasters	☐	☐	☐	☐
Shallow porches with slender columns	☐	☐	☐	☐
Arched windows, dormers or doors	☐	☐	☐	☐
Decorative attic vents	☐	☐	☐	☐
Dentil molding at roofline	☐	☐	☐	☐
Dormers	☐	☐	☐	☐

Attach C - Redline Version

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

City of Wildomar







Adopted September 9, 2020

DRAFT AMENDMENTS June 22, 2022

ACKNOWLEDGEMENTS

CITY COUNCIL

Dustin Nigg (Mayor)
Bridgette Moore (Mayor Pro Tem)
Ben J. Benoit
Joseph Morabito
Marsha Swanson

PLANNING COMMISSION

John Lloyd (Chairman)
Kim Strong (Vice-Chair)
Eric Filar
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Arrin Banks

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Special thanks to Wildomar residents for their participation and input.

ADOPTION / AMENDMENT HISTORY

ADOPTED

September 9, 2020 - Council Resolution #2020-61

AMENDED

August 9, 2023 - Council Resolution #20-2023-XX

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MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

PURPOSE



The Multi-Family Residential Objective Design Standards are intended to provide developers, builders, and architects with a clear statement of the desired architectural and site design characteristics for new multi-family residential development in Wildomar that enhances the area's unique character and raises the quality of design within the city. Drawn from regional vernacular and contemporary styles, the Craftsman, Farm Chic, French and Colonial Revival descriptions and guidelines included herein are intended to establish a strong, consistent design image and direction that reflects the desires, aspirations and vision of the City of Wildomar. The standards for the selected architectural styles respond to local architectural precedents, regional climate conditions, and local building practices and materials.

Site Design Standards are outlined to ensure that buildings contribute to creating high-quality neighborhoods and desirable places to live.

OVERVIEW AND APPLICATIONS

The standards are structured to create an easily understandable document using accessible language and imagery to convey architectural and site planning concepts. Precedent images, descriptive text and illustrative diagrams are utilized to communicate the essential features of each style. Within each style, required design elements relating to form and massing, roofs, walls and windows, materials and colors and architectural features are outlined. Additional treatments to heighten visual interest and design integrity are noted as well.

Site Design Standards outline best practices for the placement of buildings, the orientation of building entrances, the design of convenient pedestrian pathways, the use of landscape, and the design of outdoor spaces.

The intent of these standards is to establish a baseline of quality and uniformity to enhance the area's built environment. The City of Wildomar encourages individual creativity in interpreting how to apply these standards to create unique and exemplary buildings and places. The ~~Planning~~ Community Development Director may allow deviations from these design standards on a case by case basis~~, as approved by the Planning Commission~~. ~~The deviations shall be limited to design elements related to solar panel installation, wood siding and/or window type~~. If the project requires Planning Commission approval, then deviations will be reviewed and approved by the Planning Commission.

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

USER'S GUIDE

The Wildomar Multi-Family Development Standards are a manual for developers and builders, architects and designers, and City staff involved in review and approval of multi-family development. We suggest the following steps as a quick way to understand the different sections of the standards and how best to determine compliance with the Standards.

Step 1: Review the Site Plan Design Standards (Section F). Site Planning involves a careful analysis of the opportunities and constraints of the site, including existing features such as mature trees, topography, and drainage patterns. The components of site development extend beyond building placement and configuration, including surrounding uses, retaining walls, landscape design, hardscape considerations, and parking. The Site Plan Design Standards outline a number of requirements on these topics.

Step 2: Review the General Building Design Standards (Section E). While new projects need not copy existing development, their mass and scale should respect adjacent building context. The General Building Design Standards establish requirements on these issues. Standards related to garage doors and entries are also established here. These standards apply no matter which stylistic precedent is being utilized for the project design.

Step 3: Review the Architectural Style Standards (Sections A-D). The design and detailing of buildings is paramount to a quality environment. Architectural design elements and materials should be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices should reinforce the overall project design. To provide guidance on architectural detailing, the Standards offer a menu of four architectural traditions individual buildings may be designed in. These styles are: Craftsman, Farm Chic, French, and Colonial Revival. Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other elements may be selected from a menu of options. To encourage variety in design, projects that propose more than 15 individual buildings must utilize more than one architectural style. However, styles may not be mixed within a single building.

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

Step 4: Review the Wildomar Zoning Code and Complete the ODS Checklist

All developments must comply with the standards of the Wildomar Municipal Code Title 17 (Zoning).

To summarize requirements, this document includes a checklist of the standards as they relate to product type and location. The checklist should be reviewed and completed prior to project submittal to ensure all requirements are met and all guidelines have been considered.

Step 5: Consult with the Planning Department

It is highly recommended for prospective applicants to meet with planning staff and obtain and become familiar with the application and submittal requirements for a project, prior to a formal submittal. Additionally, the Planning Department recommends a Pre-Application Service required for all projects. A pre-application allows applicants to receive staff review from various departments prior to a formal application submittal. Formal submittal will also include the signed checklist to be reviewed by planning staff, approval will not be given or determined without a signed checklist.

Applicants shall follow application procedures as directed by staff. The City of Wildomar Municipal Code (WMC) establishes required procedures for submitting and reviewing development applications.

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

ARCHITECTURAL STYLES

Architectural design elements and materials shall be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices shall reinforce the overall project design. To provide guidance on architectural styles, the standards offer a menu of architectural traditions individual buildings may be designed in. The styles are as follows:

- Craftsman
- Farm Chic
- French
- Colonial Revival

Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other decorative elements may be selected from a menu of options. To encourage variety in design, projects proposed with more than 15 individual residential buildings must utilize more than one of the defined architectural styles. However, styles may not be mixed within a single building.

a. Residential complex developments with 8-14 buildings[1] shall provide a minimum of two (2) distinct color schemes. A single-color scheme shall be dedicated to no less than 30% of all residential buildings.

b. Residential complex developments with 15-29 buildings shall provide the following.
   i. Two distinct different color schemes, and;
   ii. Two architectural styles as described in this document (The number of buildings in single style shall be no less than 30% of the total buildings).

c. Residential complex developments with 30 or more buildings shall provide the following.
   i. Three distinct different color schemes, and;
   ii. Three architectural styles as described in this document (The number of buildings in single style shall be no less than 30% of the total buildings).

1 Excluding non-residential buildings such as commons buildings, carports, service structures, etc.

A. CRAFTSMAN

A.1 STYLE DESCRIPTION

The contemporary Craftsman or California Bungalow style is derived from the influential residential style that emerged in the early 20th century out of the Arts and Crafts movement. In Wildomar, this style is deployed to create a visually rich residential environment with allusions to regional history. As indicated in the accompanying precedent images and illustrative diagram, recognizable elements include the artful use of wood and natural materials, low-pitched gabled or hipped roofs, horizontal orientation and earth-toned colors. Common design elements also include exposed rafters and beams under eaves, decorative brackets and fasteners, full- or partial-width porches and large columns or piers. Though this style exhibits a horizontal emphasis, vertical architectural elements are often deployed to accentuate corners and entrances. Period Craftsman residences often featured exterior cladding of wood shingles or clapboard siding and details such as extended lintels and decorative lighting with geometric detailing.

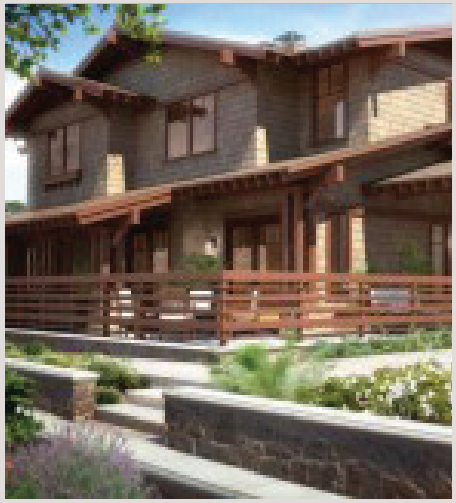
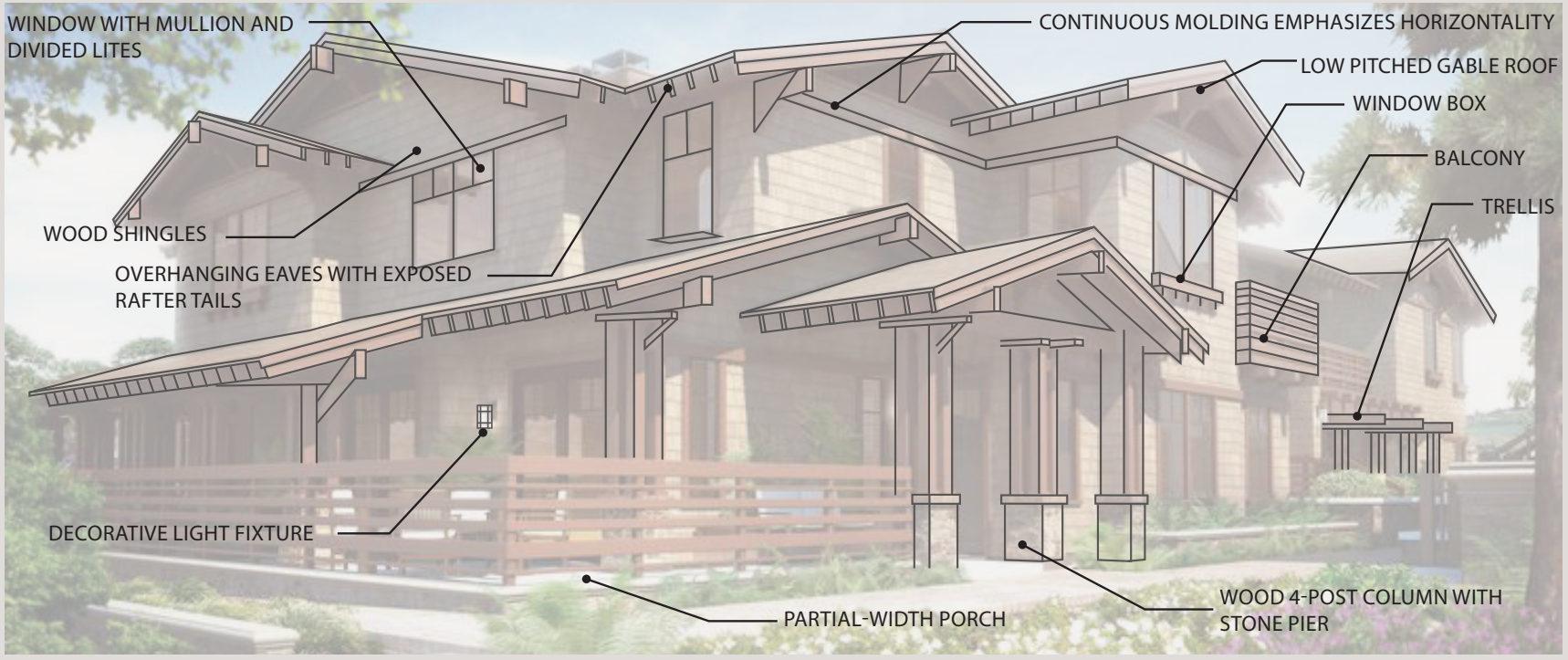


FIGURE A



A.2 FORM & MASSING

Required Elements

A.2.1 Multiple roof planes

A.2.2 Porches or balconies

A.2.3 Design elements that emphasize horizontal orientation

A.2.4 Articulated facades with frequent massing breaks

A.2.5 Low- to moderate-pitched roofs with overhanging eaves













A.3 ROOF DESIGNS

Required Elements

A.3.1 Low- to moderate-pitched gable or hipped roofs (maximum 6:12 slope)

A.3.2 Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams

A.3.3 Brackets or knee braces at gabled ends

A.3.4 Use of wood or asphalt shingle (cement or synthetic imitation shingles may be used on a case-by-case basis)













A.4 WALLS & WINDOW DESIGNS

Required Elements

A.4.1 At least 75 percent of windows across the project shall ~~Windows~~ have mullion and divided lites

A.4.2 Use of wood, engineered wood, or fiber cement shingles or clapboard siding

A.4.3 Utilize 4"-6" wood, engineered, wood, cement fiber or similar material ~~wooden~~ trim around windows and doors

A.4.4 Window and door trim color shall contrast with color of walls













A.5 MATERIALS & COLORS

Required Elements

A.5.1 Extensive use of wood and natural materials such as arroyo stone

A.5.2 Use of dark, neutral or earth-toned colors










A.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

A.6.1 Porches with battered, square, double post or 4-post columns of stone or wood

A.6.2 Decorative lighting with geometric detailing

A.6.3 Decorative downspouts

A.6.4 Use of moldings or extended lintels to emphasize horizontality

A.6.5 Decorative joinery

A.6.6 Trellis

A.6.7 Window boxes

A.6.8 Decorative gable vents

A.6.9 Stained glass accents

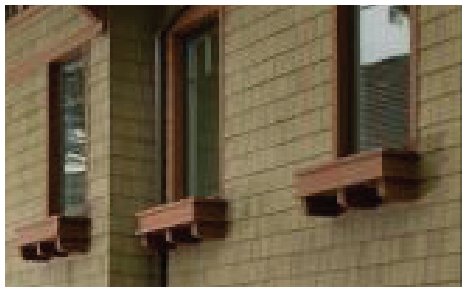














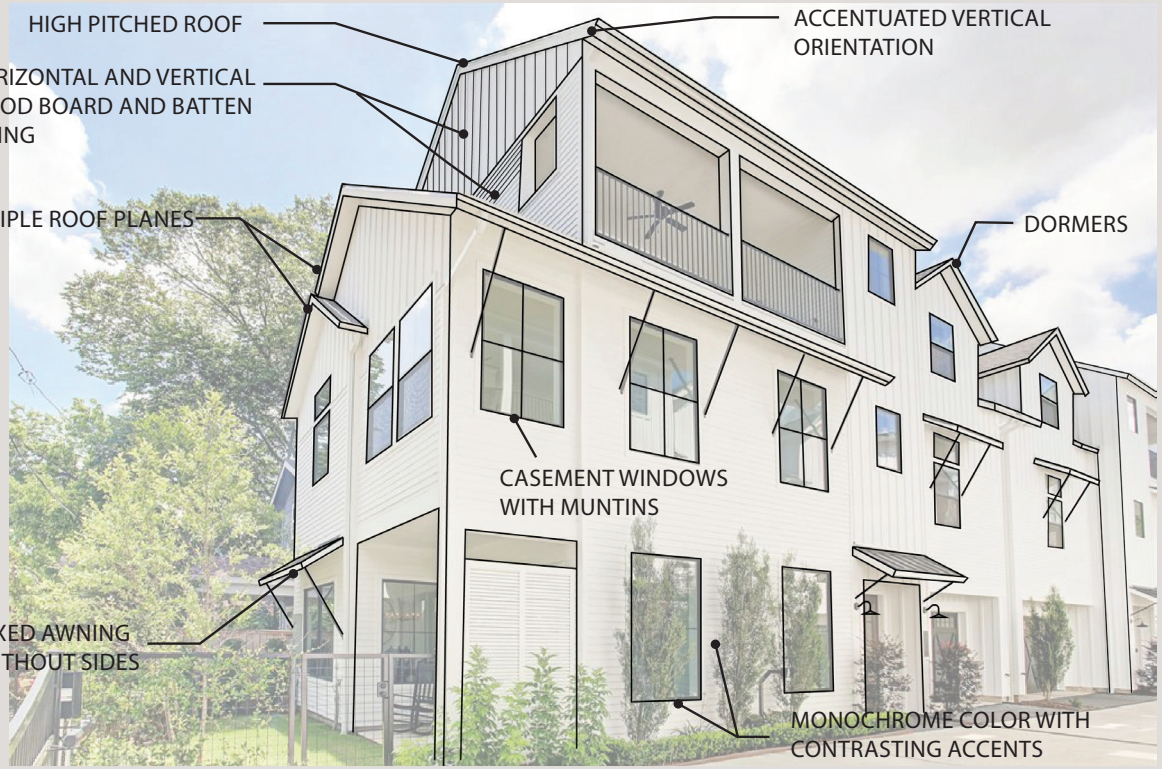


B. FARM CHIC

B.1 STYLE DESCRIPTION

Farm Chic, or Modern Farmhouse, is a contemporary interpretation of traditional rural residential forms and materials. This style reflects Wildomar's agricultural and ranching history and regional context. As indicated in the accompanying precedent images and illustrative diagram, the style utilizes elements such as vertical or horizontal wood siding, monochrome colors with contrasting accents and sparse or simple ornamentation. Roofs are typically medium to high-pitched. Minimal detailing often includes awnings, porches and wall-mounted gooseneck lights.

FIGURE B









B.2 FORM & MASSING

Required Elements

B.2.1 Multi-story with medium- to high-pitched roof forms accentuating vertical orientation

B.2.2 Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers

B.2.3 Multiple gable and shed roof planes

B.2.4 Covered porches and awnings to break up volumes between lower and upper floors








B.3 ROOF DESIGNS

Required Elements

B.3.1 Medium to high-pitched (minimum 6:12 slope)

B.3.2 Front and/or side facing gables

B.3.3 Variation in heights and/or planes

B.3.4 Asphalt shingle and metal roofs













B.4 WALLS & WINDOW DESIGNS

Required Elements

B.4.1 Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls

B.4.2 Minimal molding (4"-6") around window and door openings

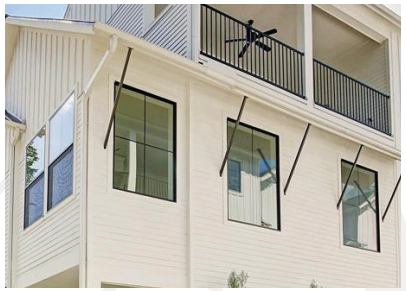
B.4.3 At least 60 percent of windows shall be double hung or casement windows with muntins

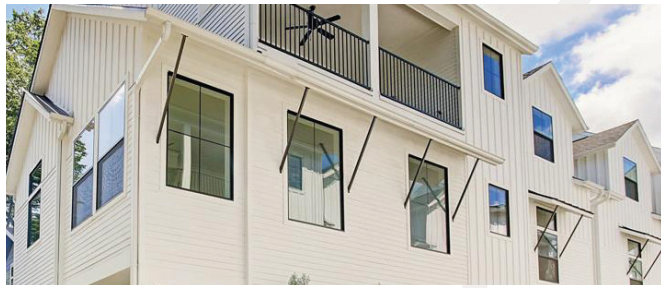
B.4.4 Contrast color of window sash with color of the body of the building













B.5 MATERIALS & COLORS

Required Elements

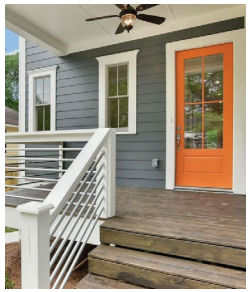
B.5.1 Unadorned materials: metal, wood, masonry

B.5.2 Neutral or muted colors should be predominant

B.5.3 Monochrome accents of doors, windows or architectural features encouraged

B.5.4 Stucco ~~prohibited~~ shall not exceed 40 percent of the surface area on elevations that face public streets, private streets or common open spaces. For the purposes of this requirement, window glazing is considered a contrasting material.








B.6 DECORATIVE ACCENTS & DETAILS

Required Elements (2 or more)

B.6.1 Wall-mounted gooseneck lights

B.6.2 Fixed wood or metal awning without sides

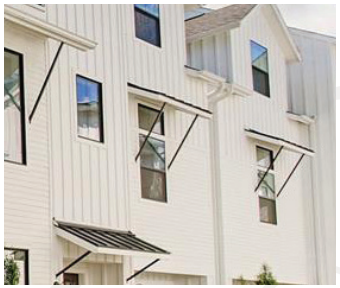
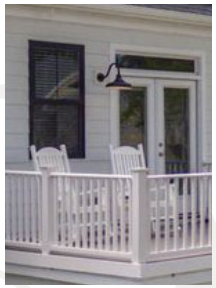
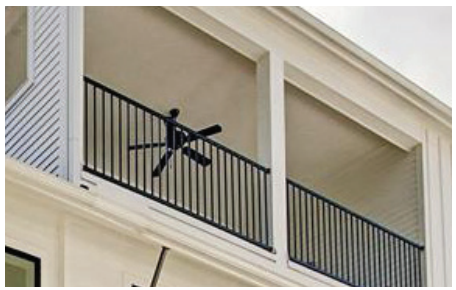
B.6.3 Porches with ceiling fans

B.6.4 Exposed rafter tails and brackets

B.6.5 Dormers







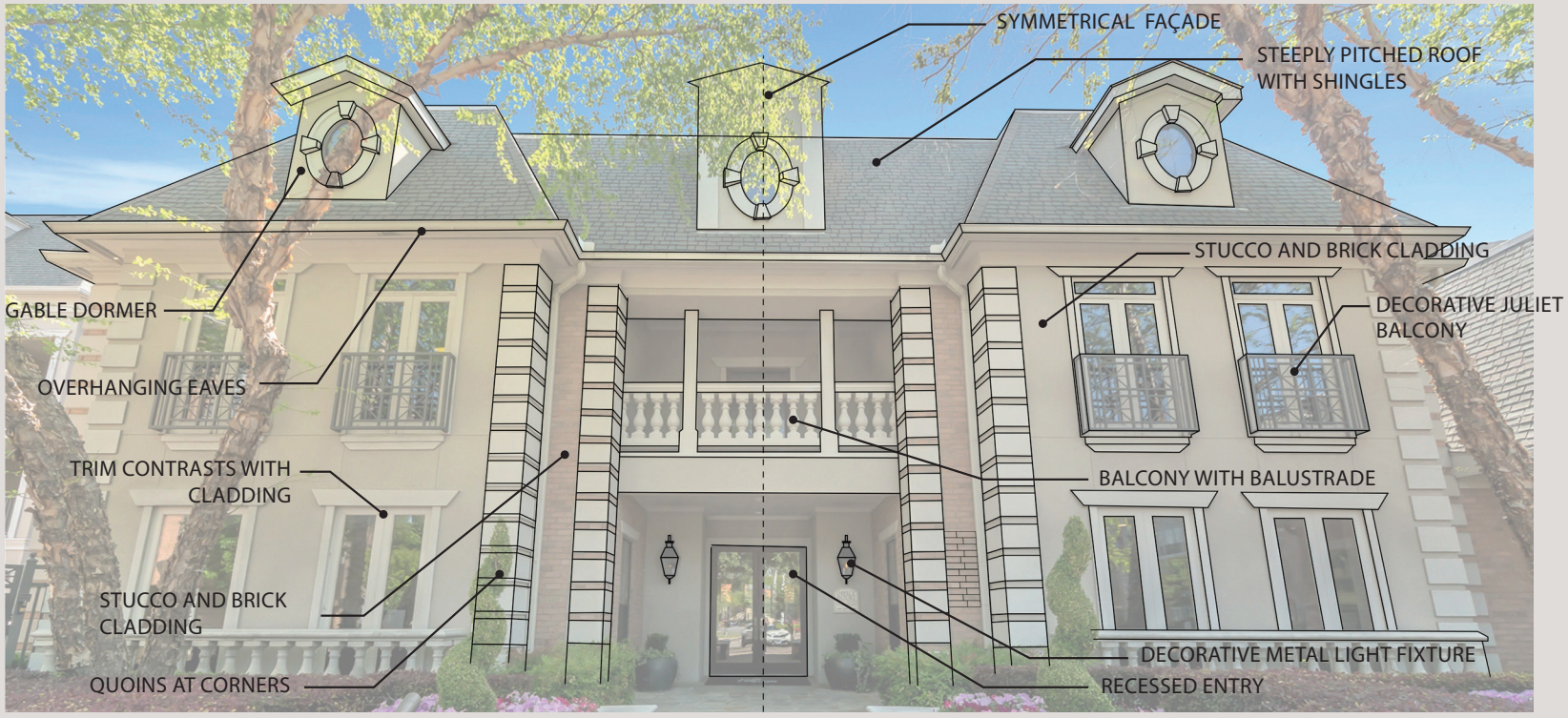
C. FRENCH

C.1 STYLE DESCRIPTION

Residential architecture in the French style draws on that country's long tradition of domestic building forms. As indicated in the accompanying precedent images and illustrative diagram, multi-family variants of the French style typically display a symmetrical facade dominated by a steeply-pitched hipped or mansard roof with dormers. This variant exhibits formal renaissance detailing, distinguishing it from the asymmetrical varieties that draw on French farmhouse, cottage or chateau precedents. Brick, stone and stucco cladding are typical. Stylistic details often include segmental arches around doors and windows, quoins at corners, and open terraces, porches and balconies with balustrades or metal railings.



FIGURE C



C.2 FORM & MASSING

Required Elements

C.2.1 Symmetrical organization of compositional elements

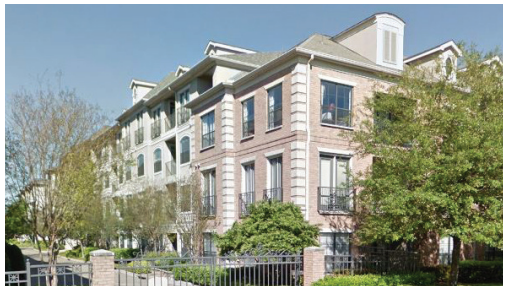
C.2.2 Porches and balconies

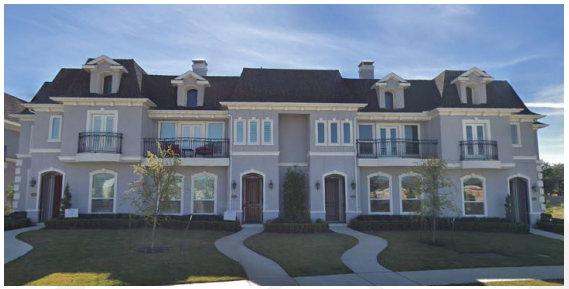
C.2.3 Prominent roof form

C.2.4 At least 60 percent of windows and doors ~~that emphasize~~ shall have a vertical orientation with a proportion 2x or more taller than wide













C.3 ROOF DESIGNS

Required Elements

C.3.1 Hipped or Mansard roof with dormers

C.3.2 High-pitched roof (minimum 6:12 slope)

C.3.3 Asphalt shingles

C.3.4 Moderately overhanging eaves (maximum 12 inches)













C.4 WALLS & WINDOW DESIGNS

Required Elements

C.4.1 Vertically-oriented rectangular windows arranged in symmetrical patterns

C.4.2 Articulated lintels and sills

C.4.3 Window trim that contrasts with the color of body of the building

C.4.4 Windows shall be recessed no deeper than 3 inches from outer wall















C.5 MATERIALS & COLORS

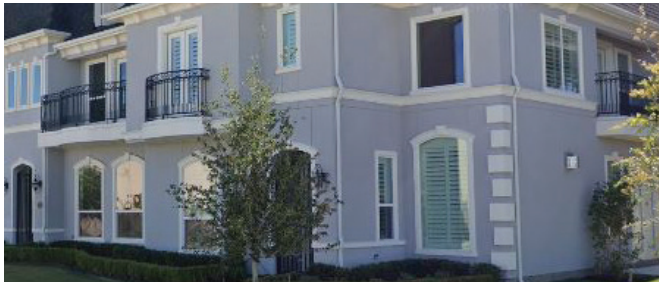
Required Elements

C.5.1 Brick, stone or smooth stucco cladding

C.5.2 Off-white and earth tones

C.5.3 White or contrasting trim

C.5.4 Asphalt shingles

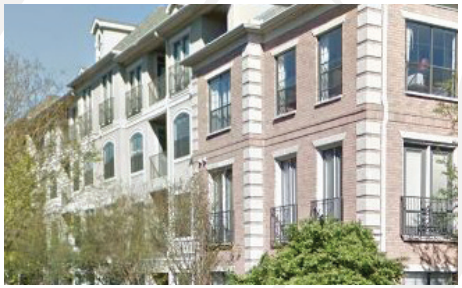












C.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

C.6.1 Quoins at corners; color should contrast with body of the building

C.6.2 Entry accents with real or faux stone

C.6.3 Recessed entries

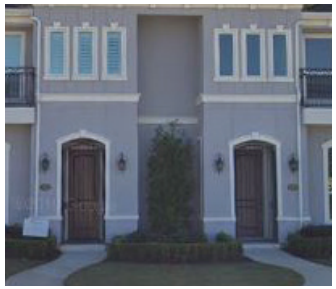
C.6.4 Open terraces, porches and balconies with balustrades or metal railings

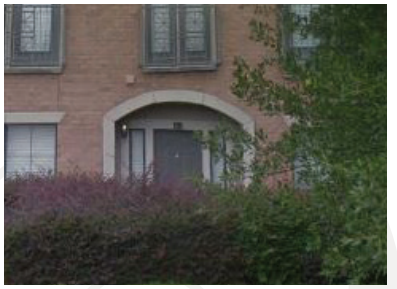
C.6.5 Horizontal moulding accents

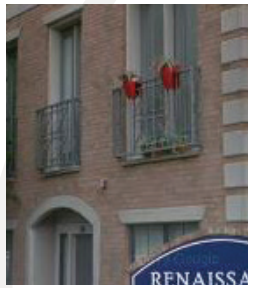
C.6.6 Decorative metal light fixtures

C.6.7 Arched windows, dormers or doors







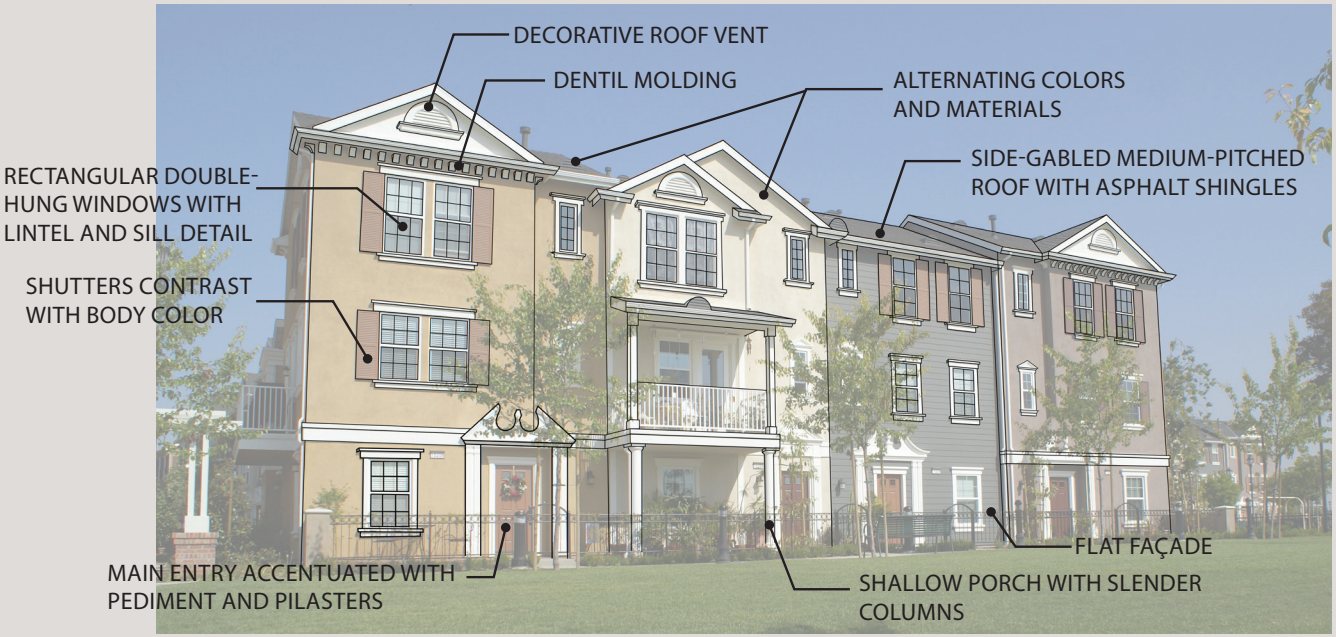


D. COLONIAL REVIVAL

D.1 STYLE DESCRIPTION

The Colonial Revival and New Traditional styles of multi-family housing incorporate elements of American domestic architecture dating back to the early English and Dutch houses built in the first century of colonial settlement. These precedents have been interpreted and re-interpreted during successive waves of residential design and development over the past 140 years, and presently incorporate an eclectic mixture of elements. Common characteristics of new Colonial Revival and New Traditional buildings include materials such as wood and brick; front entrances accentuated with pediments and pilasters; windows with double-hung sashes and articulated lintels and sills; and porches supported by thin columns.

FIGURE D









D.2 FORM & MASSING

Required Elements

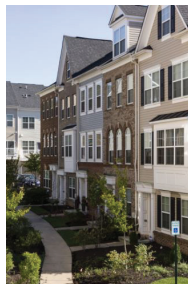
D.2.1 Accentuated front entrance

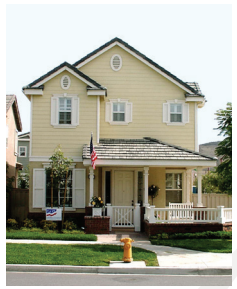
D.2.2 Flat facades

D.2.3 Porches and shallow projections allowed

D.2.4 Side-gabled and front-gabled roof forms











D.3 ROOF DESIGNS

Required Elements

D.3.1 Side-gabled, with added front-gables allowed

D.3.2 Medium to High-pitched roof (minimum 6:12 slope)

D.3.3 Asphalt shingles











D.4 WALLS & WINDOW DESIGNS

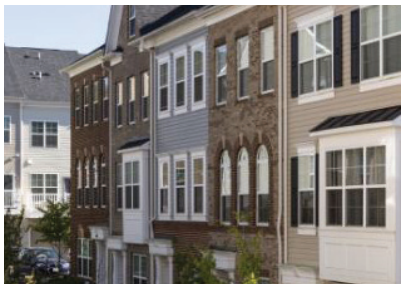
Required Elements

D.4.1 Rectangular windows oriented vertically

D.4.2 Windows detailed with arched or flat lintels and sills

D.4.3 Double-hung sashes with muntins













D.5 MATERIALS & COLORS

Required Elements

D.5.1 Brick cladding, wood or vinyl siding shall be applied to at least 50 percent of the surface area on elevations that face public streets, private streets or common open spaces. For the purposes of this requirement, window glazing is considered a contrasting material.

D.5.2 Attached townhomes shall alternate color and cladding from one unit to the next

D.5.3 Off-white and earth tones, muted colors

D.5.4 Asphalt shingles

D.5.5 When shutters are utilized, their color shall contrast with the body of the building



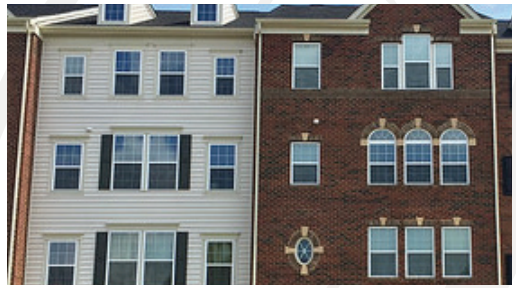












D.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

D.6.1 Front doors with fanlights or sidelights

D.6.2 Front doors accented with pediments and pilasters

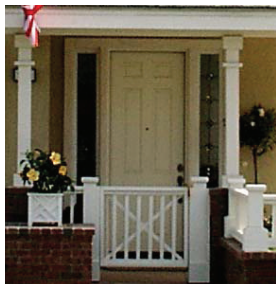
D.6.3 Shallow porches with slender columns

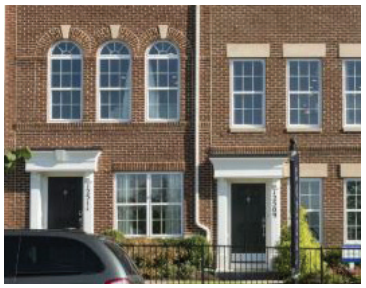
D.6.4 Arched windows, dormers or doors

D.6.5 Decorative attic vents

D.6.6 Dentil molding at roofline

D.6.7 Dormers










E. GENERAL BUILDING DESIGN STANDARDS

This section describes the general building design standards that are intended to ensure a minimum standard of design and construction quality in the development of new multi-family residential projects in Wildomar. These standards apply no matter which stylistic precedent is being utilized for the project design. They are intended to work in concert with the standards for multi-family residential buildings described in the City's zoning code. If there is any conflict between the two, the zoning standards shall take precedence.

E.1 NEIGHBORHOOD COMPATIBILITY

E.1.1 Duplexes, triplexes, and fourplexes abutting single-family neighborhoods shall include individual front doors and interior stairs (when stairs are needed).



NOT Recommended: Building has different form and elements that cause loss of unity.

E.2 BUILDING DESIGN

E.2.1 Buildings shall carry the same approach to form and massing, roof design, wall and window design, and materials and colors on all elevations. Decorative accents and details are optional for side and rear elevations.

E.2.2 Blank walls (facades without doors, windows, landscaping treatments) shall be less than 30 feet in length.



NOT Recommended: Building has a long blank or plain facade.

E. GENERAL BUILDING DESIGN STANDARDS (CONT.)

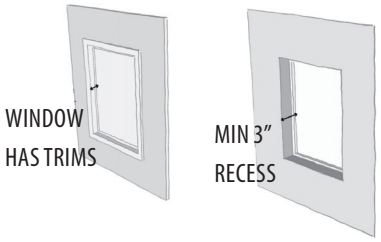
E.2.3 Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space.

E.2.4 Trim surrounds shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.

E.2.5 Special architectural treatments (i.e., feature entry location, feature window detail, tower, etc.) shall be provided at street corners and other important focal points.



Recommended: Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories.



Recommended: Trim shall be provided at all exterior window and door openings



Recommended: Special architectural treatments shall be provided at street corners.

E. GENERAL BUILDING DESIGN STANDARDS (CONT.)

E.2.6 Front doors shall orient towards and be visible from the street.

E.2.7 Building front elevations shall emphasize entries, porches and other living areas. No garages shall be forward of architecture and no more than 50% of front facing garages shall be located within 20' of the property line.



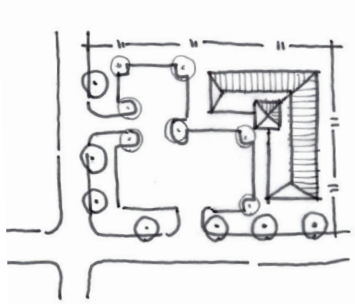
Recommended: Front doors shall orient towards and be visible from the street.

E.3 MASSING/ARTICULATION

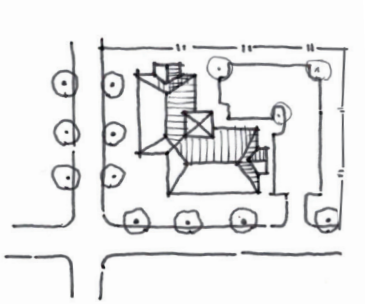
E.3.1 Buildings over three stories tall shall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.

E.3.2 Buildings shall have minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.

E.3.3 Rooflines shall be vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form.



NOT Recommended: Parking is visible from the street.



Recommended: Parking in on the back of the building.



Recommended: Building articulation helps to break up building mass and add visual interest

F. SITE DESIGN STANDARDS

F.1 OVERVIEW

The design of a project on the site is as important as the design of the building itself. The placement of buildings and pedestrian connectivity to open spaces affect quality of life as much as landscape, building shape, and materials. People live both in and around buildings so the outside living space should be as well designed as the inside.

These site design standards should be used in conjunction with the zoning standards found in the Wildomar Municipal Code.

BUILDING AND PARKING



OPEN SPACE AND LANDSCAPING



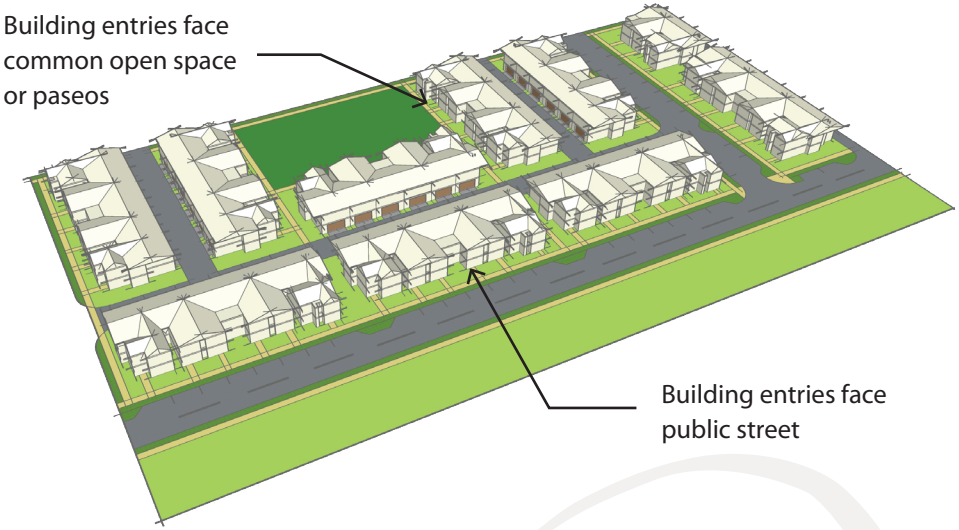
F.2 BUILDING AND PARKING

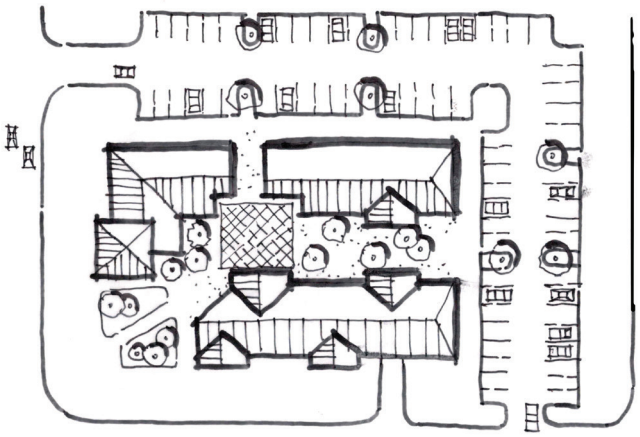
F.2.1 Building entries shall face the primary public street with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces. For larger sites with multiple buildings, building entries may also be oriented to face internal open spaces, paseos, and recreation amenities.

F.2.2 A minimum of 60% of the street frontage shall be devoted to buildings located between the minimum and maximum front setback lines. The remaining 40% may be devoted to parking.

F.2.3 Parking areas, covered and uncovered, shall be screened from public street frontages. Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof. Landscaping for screening purposes shall be no less than four feet tall. Fencing shall comply with the WMC.

F.2.4 For multifamily projects located across the street from a single-family residential zone, parking lot areas and carports shall not be located along the single-family neighborhood street frontages.





A minimum of 60% of the street frontage shall be devoted to buildings

F.3 BUILDING AND PARKING

F.2.5 A minimum of one window from each residential unit shall be located to overlook a landscaped private or common open space area.

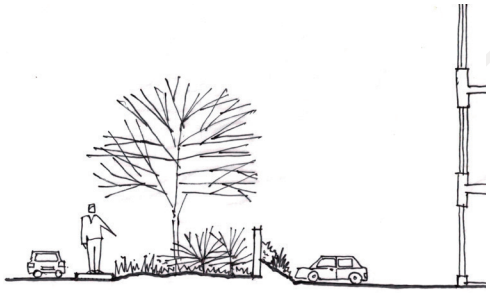
F.2.6 If adjacent to a single-family residential zone, windows, balconies or similar openings shall be oriented so as not to have a direct line-of-sight into adjacent units or onto private patios or backyards adjoining the property line. This can be accomplished through: stepbacks of upper stories; window placement; use of clerestory windows, glass block or opaque glass; or mature landscaping within the rear or side setback areas.

F.2.7 Controlled entrances to parking facilities (gates, doors, etc.) shall be located a minimum of 18 feet from the back of sidewalk, in order to accommodate a minimum of one vehicle entering the facility.

F.2.8 Ground floor residential fronting or siding onto an arterial roadway shall be elevated at least 21 inches above the finished grade of the sidewalk.



Building have views to the open space.



Parking shall be screened from public street frontages.



Ground floor shall be elevated from the street to protect pravicy.

F.4 OPEN SPACE AND RECREATION

F.4.1 Minimum Requirements for Recreational-Leisure Areas (RLA):

F.4.1.1 400 square feet per dwelling unit

F.4.1.2 Minimum Dimensions (in either direction)

- Private areas:7 feet
- Common areas: 20 feet
- Pedestrian walkway width: 6 feet
- Courtyard internal to a project, or enclosed on at least three sides: 40 feet

F.4.1.3 Outdoor recreational-leisure areas may be provided by private areas, common areas, or a combination of both.

F.4.1.4 Depending on the number of dwelling units, common outdoor recreational-leisure area shall be provided to the meet the following criteria per dwelling unit:

- Ten (10) to fifty (50) dwelling units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred square feet total, minimum);
- Fifty-one (51) to one hundred (100) dwelling units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred square feet total, minimum);
- One hundred one (101) or more dwelling units: minimum of two (2) spaces, forty (40) feet minimum dimension (three thousand two hundred square feet total).

F.4.1.5 The common recreational-leisure area may be composed of active or passive facilities, and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways, street side sidewalks, or parking areas, trash pickup or storage areas or utility areas.

F.4.1.6 All common RLAs shall be improved as either active (child play areas, pools, recreation facilities, etc.) or passive facilities (gardens, barbeque facilities, seating areas, etc.) with landscaping or hardscape elements designed to serve the residents of the project.

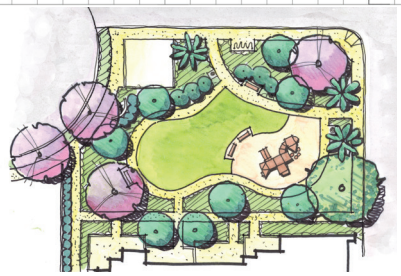
F.4.1.7 All common open spaces shall interface with adjacent buildings via direct connections through doors, windows, and entryways. Any security fencing shall comply with WMC Section 17.172.205.

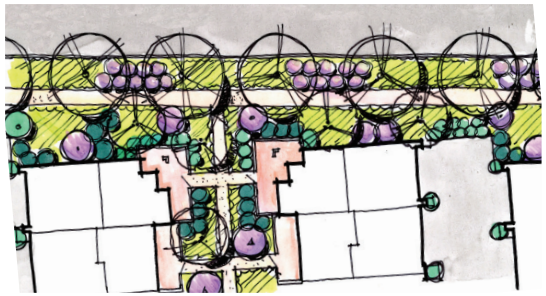
F.4.1.8 No more than 25 percent of common recreational-leisure area can be in hardscape.

F.4.1.9 All common areas shall be developed and professionally maintained in accordance with approved landscape and irrigation plans.




ALLEY
ALLEY
PUBLIC STREET

















G. DEFINITIONS

AWNING: An architectural fabric or metal projection that provides weather protection, building identity, or decoration, and is wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a cover is attached.

BALUSTRADE: An entire railing system, as along the edge of a balcony, including a top rail, bottom rail and balusters.

BATTERED: Those forms that slope from a true vertical plane from bottom to top, as in the outside surface of a wall.

BOARD AND BATTEN: a form of sheathing for wood frame buildings consisting of wide boards, usually placed vertically, whose joints are covered by narrow strips of wood over joints or cracks.

BRACKETS: A projection from a vertical surface providing structural or visual support under cornices, balconies, windows, or any other overhanging member.

CLERESTORY: An upper story or row of windows rising above the adjoining parts of the roof, designed to admit increased light into the inner space of the building.

CORNICE: The uppermost division of an entablature; a projecting shelf along the top of a wall supported by a series of brackets; the exterior trim at the meeting of a roof and wall, consisting of soffit, fascia and crown molding.

CORRUGATED PANELS: Panels shaped into folds of parallel and alternating ridges and valleys, either to provide additional strength, or to vary the surface pattern.

DECORATIVE GABLE VENTS: A non-venting louver mounted in the top of the gable.

DECORATIVE JOINERY: Embellishments or ornamental features used for decoration at the juncture of structural elements.

DENTIL: A series of closely spaced ornamental rectangular blocks resembling teeth, used as moldings most often in continuous bands just below the cornice.

DIVIDED LITE: Individual panes of glass held in place by wood or synthetic material to create a pattern.

DORMER: A structure projecting from a sloping roof usually housing a vertical window that is placed in a small gable, or containing a ventilating louver.

DOWNSPOUT: a vertical pipe that carries water from the roof gutters to the ground or cistern.

FANLIGHT: A semicircular window, usually over a door with radiating bars suggesting an open fan.

FRONT-GABLED ROOF: A gabled-roof that faces the road or main entrance.

GABLE: The entire triangular end of a wall, above the level of eaves, the top of which conforms to the slope of the roof which abuts against it, sometimes stepped and sometimes curved in a scroll shape.

GABLE ROOF: A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, so as to form a gable at each end.

G. DEFINITIONS

GOOSENECK LIGHTS: A type of light fixture in which a lamp or lightbulb is attached to a flexible, adjustable shaft to allow the user to position the light source without moving the fixture or item to be illuminated.

HIPPED ROOF: A roof which slopes upward from all four sides of a building, requiring a hip rafter at each corner.

JULIET BALCONY: A pseudo balcony; a low ornamental railing to a window, projecting but slightly beyond the plane of the window, threshold or sill, having the appearance of a balcony when the window is fully open.

KNEE BRACE: A diagonal corner member for bracing the angle between two jointed members; being joined to each other partway along its path serves to stiffen and strengthen the joint.

LINTEL: The horizontal beam that forms the upper structural member of an opening for a window or door and supports part of the structure above it.

MANSARD ROOF: A roof with a steep lower slope and a flatter upper slope on all sides, either of convex or concave shape.

MULLION: A dividing piece between the lights of windows, usually taking on the characteristics of the style of the building.

MUNTIN: A secondary framing member to hold panes in a window, window wall, or glazed door; an intermediate vertical member that divides panels of a door.

OVERHANGING EAVES: The projecting overhang at the lower edge of a roof that sheds rainwater.

PARAPET: A low protective wall or railing along the edge of a roof, balcony, or similar structure; in an exterior wall, the part entirely above the roof.

PEDIMENTS: A low-pitched triangular gable above the doorway or above a window; a triangular gable end of the rood above the horizontal cornice, often with sculpture.

PILASTER: A partial pier or column, often with a base, shaft and capital, that is embedded in a flat wall and projects slightly; may be constructed as a projection of the wall itself.

QUOIN: One of a series of stones or bricks used to mark or visually reinforce the exterior corners of a building; often through a contrast of size, shape, color or material, which may be imitated in non-load-bearing material.

RAFTER TAILS: The portion of the rafter that hangs over the wall.

REVEAL: The visible side of an opening for a window or doorway between the framework and outer surface of the wall; where the opening is not filled with a door or window, the whole thickness of the wall.

SHUTTER: Each of a pair of hinged panels, often louvered, fixed inside or outside a window that can be closed for security or privacy or to keep out light.

SIDE-GABLED ROOF: A gabled-roof that faces either side of the main entrance.

SILL: The horizontal exterior member at the bottom of a window or door opening, usually sloped away from the bottom of the window or door for drainage of water and overhanging the wall below.

TOWNHOME: An urban building without side yards, containing one residence on one or more floors.

TRELLIS: A structural frame supporting an open latticework or grating constructed of either metal or wood, used to support plants or vines or left exposed.

WINDOW SASH: The moveable part of a window made up of the vertical and horizontal frame that holds the glass.

H. DESIGN STANDARDS CHECKLIST

This Checklist is intended as an overview of the requirements for Multifamily development projects in the City of Wildomar. Additional information and plans may be required to evaluate your application following initial review by staff. A copy of this list will be used to check your application for completeness after it is submitted. Applications not containing the necessary information as shown on this Checklist will not be accepted for review.

To use the checklist correctly, follow the steps below:

Step 1: Review the Site Plan Design Standards (Section F). Site Planning involves a careful analysis of the opportunities and constraints of the site, including existing features such as mature trees, topography, and drainage patterns. The components of site development extend beyond building placement and configuration, including surrounding uses, retaining walls, landscape design, hardscape considerations, and parking. The Site Plan Design Standards outline a number of requirements on these topics.

Step 2: Review the General Building Design Standards (Section E). While new projects need not copy existing development, their mass and scale should respect adjacent building context. The General Building Design Standards establish requirements on these issues. Standards related to garage doors and entries are also established here. These standards apply no matter which stylistic precedent is being utilized for the project design.

Step 3: Review the Architectural Style Standards (Sections A-D). The design and detailing of buildings is paramount to a quality environment. Architectural design elements and materials should be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices should reinforce the overall project design. To provide guidance on architectural detailing, the Standards offer a menu of four architectural traditions individual buildings may be designed in. These styles are: Craftsman, Farm Chic, French, and Colonial Revival. Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other elements may be selected from a menu of options. Projects composed of multiple buildings may utilize multiple styles.

As you go through the checklist, check each "Complete" box under "Applicant" to indicate that the information has been provided and sign below once Checklist is complete. If you believe an item is not applicable to your application, check the "N/A" box under "Applicant" and provide justification why the standard does not apply.

Design Standards Checklist

Site Design Standards (Section F)	Applicant			City Use Only		
	Yes	No	N/A	Yes	No	N/A
Building and Parking (see Sections F.2-F.3)						
F.2.1: Do building entries face the primary public street (or on site with multiple buildings, internal open spaces, paseos, or recreation amenities) with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces?						
F.2.2: Is at least 60% of the street frontage located between the minimum and maximum front setback lines devoted to buildings? The remaining 40% may be devoted to parking?						
F.2.3: Are parking areas, covered and uncovered, screened from public street frontages? Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof. Landscaping for screening purposes shall be no less than four feet tall. Fencing shall comply with the WMC.						
F.2.4: If located across the street from a single-family residential zone, are parking lot areas and carports located away from the single-family neighborhood street frontages?						
F.2.5: Is at least one window from each residential unit located to overlook a landscaped private or common open space area?						
F.2.6: If adjacent to a single-family residential zone, are windows, balconies or similar openings oriented so as not to have a direct line-of sight into adjacent units or onto private patios or backyards adjoining the property line? This can be accomplished through: stepbacks of upper stories; window placement; use of clerestory windows, glass block or opaque glass; or mature landscaping within the rear or side setback areas.						
F.2.7: Are controlled entrances to parking facilities (gates, doors, etc.) located a minimum of 18 feet from the back of sidewalk, in order to accommodate a minimum of one vehicle entering the facility?						
F.2.8: Is the residential ground floor facing an arterial roadway elevated at least 21 inches above the finished grade of the sidewalk?						

Design Standards Checklist

Site Design Standards (Section F)	Applicant			City Use Only		
	Yes	**No**	**N/A**	**Yes**	**No**	**N/A**
Open Space and Recreation (See Section F.4) *Is the proposed project consistent with the following minimum standards for Recreational-Leisure Areas?*						
F.4.1.1: 400 square feet per dwelling unit						
F.4.1.2: Minimum Dimensions (in either direction)? • Private areas:7 feet • Common areas: 20 feet • Pedestrian walkway width: 6 feet • Courtyard internal to a project, or enclosed on at least three sides: 40 feet						
F.4.1.3: Outdoor recreational-leisure areas may be provided by private areas, common areas, or a combination of both						
F.4.1.4: Depending on the number of dwelling units, common outdoor recreational-leisure area shall be provided to the meet the following criteria per dwelling unit: • Ten (10) to fifty (50) dwelling units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred square feet total, minimum); • Fifty-one (51) to one hundred (100) dwelling units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred square feet total, minimum); • One hundred one (101) or more dwelling units: minimum of two (2) spaces, forty (40) feet minimum dimension (three thousand two hundred square feet						
F.4.1.5: The common recreational-leisure area may be composed of active or passive facilities, and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways, street side sidewalks, or parking areas, trash pickup or storage areas or utility areas						
F.4.1.6: All common RLAs shall be improved as either active (child play areas, pools, recreation facilities, etc.) or passive facilities (gardens, barbeque facilities, seating areas, etc.) with landscaping or hardscape elements designed to serve the residents of the project.						
F.4.1.7: All common open spaces shall interface with adjacent buildings via direct connections through doors, windows, and entryways. Any security fencing shall comply with WMC Section 17.172.205.						
F.4.1.8: No more than 25 percent of common recreational-leisure area can be in hardscape.						
F.4.1.9: All common areas shall be developed and professionally maintained in accordance with approved landscape and irrigation						

Design Standards Checklist

General Building Design Standards (Section E)	Applicant			City Use Only		
	Yes	No	N/A	Yes	No	N/A
Neighborhood Compatibility						
E.1.1: Do duplexes, triplexes, and fourplexes abutting single-family neighborhoods include individual front doors and interior stairs (when stairs are needed)?						
Building Design						
E.2.1: Do buildings carry the same approach to form and massing, roof design, wall and window design, and materials and colors on all elevations? Decorative accents and details are optional for side and rear elevations.						
E.2.2: Are blank walls (facades without doors, windows, landscaping treatments) less than 30 feet in length?						
E.2.3: Do buildings over three stories provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space?						
E.2.4: Are trim surrounds provided at all exterior window and door openings? In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.						
E.2.5: Are special architectural treatments (i.e., feature entry location, feature window detail, tower, etc.) provided at street corners and other important focal points?						
E.2.6: Are front doors oriented towards and visible from the street?						
E.2.7: Do the front elevations of buildings emphasize entries, porches and other living areas? No garages shall be forward of architecture and no more than 50% of front facing garages shall be located within 20' of the property line.						
Massing / Articulation						
E.3.1: Do buildings over three stories tall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries? Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.						
E.3.2: Do the buildings have a minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays? Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.						
E.3.3: Are rooflines vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form?						

Design Standards Checklist

Architectural Style Standards - Craftsman (Section A)	Applicant		City Use Only	
	Yes	No	Yes	No
A.2 Form & Massing *– Does the proposed project include the following?*				
Multiple roof planes				
Porches or balconies				
Design elements that emphasize horizontal orientation				
Articulated facades with frequent massing breaks				
Low- to moderate-pitched roofs with overhanging eaves				
A.3 Roof Designs *– Does the proposed project include the following?*				
Low- to moderate-pitched gable or hipped roofs (maximum 6:12 slope)				
Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams				
Brackets or knee braces at gabled ends				
Use of wood or asphalt shingle				
A.4 Wall & Window Designs *– Does the proposed project include the following?*				
Windows have mullion and divided lites				
Use of wood shingles or clapboard siding				
Utilize wooden trim around windows and doors				
Window and door trim color shall contrast with color of walls				
A.5 Materials & Colors *– Does the proposed project include the following?*				
Extensive use of wood and natural materials such as arroyo stone				
Use of dark, neutral or earth-toned colors				
A.6 Decorative Accents & Details *– Does the proposed project include at least 3 of the following?*				
Porches with battered, square, double post or 4-post columns of stone or wood				
Decorative lighting with geometric detailing				
Decorated downspouts				
Use of moldings or extended lintels to emphasize horizontality				
Decorative joinery				
Trellis				
Window boxes				
Decorative gable vents				
Stained glass accents				

Design Standards Checklist

Architectural Style Standards - Farm Chic (Section B)	**Applicant**		**City Use Only**	
	Yes	**No**	**Yes**	**No**
B.2 Form & Massing – *Does the proposed project include the following?*				
Multi-story with medium- to high- pitched roof forms accentuating vertical orientation				
Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers				
Multiple gable roof planes				
Covered porches and awnings break up volumes between lower and upper floors				
B.3 Roof Designs – *Does the proposed project include the following?*				
Medium to high-pitched (minimum 6:12 slope)				
Front and/or side facing gables				
Variation in heights and/or planes				
Asphalt shingle and metal roofs				
B.4 Wall & Window Designs – *Does the proposed project include the following?*				
Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls				
Minimal molding around window and door openings				
Double hung or casement windows with muntins				
Contrast color of window sash with color of the body of the building				
B.5 Materials & Colors – *Does the proposed project include the following?*				
Unadorned materials: metal, wood, masonry				
Neutral or muted colors should be predominant				
Monochrome accents of doors, windows or architectural features encouraged				
Stucco shall not exceed 40% of the facade				
B.6 Decorative Accents & Details – *Does the proposed project include at least 2 of the following?*				
Wall-mounted gooseneck lights				
Fixed wood or metal awning without sides				
Porches with ceiling fans				
Exposed rafter tails and brackets				
Dormers				

Design Standards Checklist

Architectural Style Standards - French (Section C)	Applicant		City Use Only	
	Yes	No	Yes	No
C.2 Form & Massing – *Does the proposed project include the following?*				
Symmetrical organization of compositional elements				
Porches and balconies				
Prominent roof form				
Windows and doors that emphasize vertical orientation				
C.3 Roof Designs – *Does the proposed project include the following?*				
Hipped or Mansard roof with dormers				
High-pitched roof (minimum 6:12 slope)				
Asphalt shingles				
Moderately overhanging eaves (maximum 12 inches)				
C.4 Wall & Window Designs – *Does the proposed project include the following?*				
Vertically-oriented rectangular windows arranged in symmetrical patterns				
Articulated lintels and sills				
Window trim that contrasts with the color of body of the buildin				
Windows shall be recessed no deeper than 3 inches from outer wall				
C.5 Materials & Colors – *Does the proposed project include the following?*				
Brick, stone or smooth stucco cladding				
Off-white and earth tones				
White or contrasting trim				
Asphalt shingles				
C.6 Decorative Accents & Details – *Does the proposed project include at least 3 of the following?*				
Quoins at corners; color should contrast with body of the building				
Entry accents with real or faux stone				
Recessed entries				
Open terraces, porches and balconies with balustrades or metal railings				
Horizontal molding accents				
Decorative metal light fixtures				
Arched windows, dormers or doors				

Design Standards Checklist

Architectural Style Standards - Colonial Revival (Section D)	Applicant		City Use Only	
	Yes	No	Yes	No
***D.2 Form & Massing** – Does the proposed project include the following?*				
Accentuated front entrance				
Flat facades				
Porches and shallow projects allowed				
Side-gabled and front-gabled roof forms				
***D.3 Roof Designs** – Does the proposed project include the following?*				
Side-gabled, with added front-gables allowed				
Medium to high-pitched roof (minimum 6:12 slope)				
Asphalt shingles				
***D.4 Wall & Window Designs** – Does the proposed project include the following?*				
Rectangular windows oriented vertically				
Windows detailed with arched or flat lintels and sills				
Double-hung sashes with muntins				
***D.5 Materials & Colors** – Does the proposed project include the following?*				
Brick cladding, wood or vinyl siding				
Attached townhouses shall alternate color and cladding from one unit to the next				
Off-white and earth tones, muted colors				
Asphalt shingles				
When shutters are utilized, their color shall contrast with the body of the building				
***D.6 Decorative Accents & Details** – Does the proposed project include at least 3 of the following?*				
Front doors with fanlights or sidelights				
Front doors accented with pediments and pilasters				
Shallow porches with slender columns				
Arched windows, dormers or doors				
Decorative attic vents				
Dentil molding at roofline				
Dormers				

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

City of Wildomar







Approved by City Council
September 9, 2020

ACKNOWLEDGEMENTS

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Special thanks to Wildomar residents for their participation and input.

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City of Wildomar Multi-Family Objective Design Standards Checklist

P. 39

Attachment A

MULTI-FAMILY RESIDENTIAL OBJECTIVE DESIGN STANDARDS

PURPOSE



The Multi-Family Residential Objective Design Standards are intended to provide developers, builders, and architects with a clear statement of the desired architectural and site design characteristics for new multi-family residential development in Wildomar that enhances the area's unique character and raises the quality of design within the city. Drawn from regional vernacular and contemporary styles, the Craftsman, Farm Chic, French and Colonial Revival descriptions and guidelines included herein are intended to establish a strong, consistent design image and direction that reflects the desires, aspirations and vision of the City of Wildomar. The standards for the selected architectural styles respond to local architectural precedents, regional climate conditions, and local building practices and materials.

Site Design Standards are outlined to ensure that buildings contribute to creating high-quality neighborhoods and desirable places to live.

OVERVIEW AND APPLICATIONS

The standards are structured to create an easily understandable document using accessible language and imagery to convey architectural and site planning concepts. Precedent images, descriptive text and illustrative diagrams are utilized to communicate the essential features of each style. Within each style, required design elements relating to form and massing, roofs, walls and windows, materials and colors and architectural features are outlined. Additional treatments to heighten visual interest and design integrity are noted as well.

Site Design Standards outline best practices for the placement of buildings, the orientation of building entrances, the design of convenient pedestrian pathways, the use of landscape, and the design of outdoor spaces.

The intent of these standards is to establish a baseline of quality and uniformity to enhance the area's built environment. The City of Wildomar encourages individual creativity in interpreting how to apply these standards to create unique and exemplary buildings and places. The Planning Director may allow deviations from these design standards on a case by case basis, as approved by the Planning Commission. The deviations shall be limited to design elements related to solar panel installation, wood siding and/or window type.

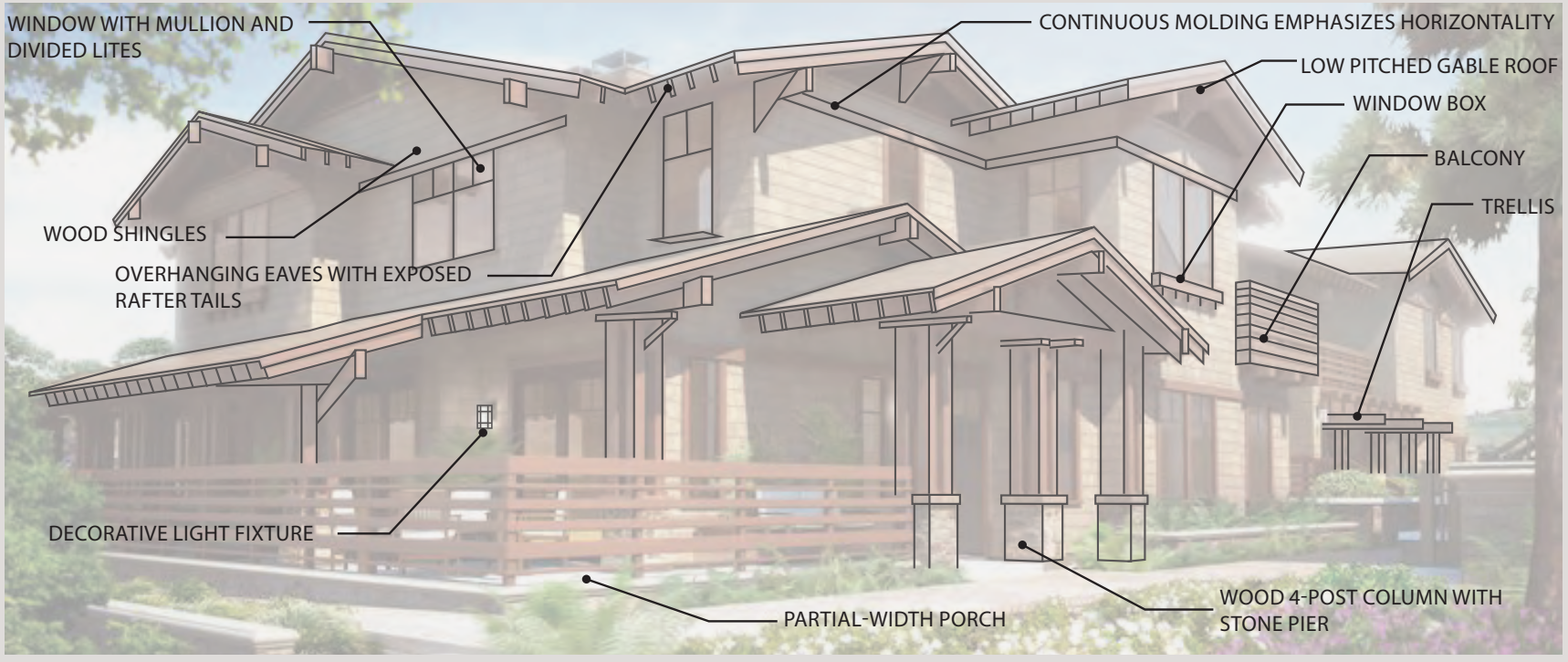
A. CRAFTSMAN

A.1 STYLE DESCRIPTION

The contemporary Craftsman or California Bungalow style is derived from the influential residential style that emerged in the early 20th century out of the Arts and Crafts movement. In Wildomar, this style is deployed to create a visually rich residential environment with allusions to regional history. As indicated in the accompanying precedent images and illustrative diagram, recognizable elements include the artful use of wood and natural materials, low-pitched gabled or hipped roofs, horizontal orientation and earth-toned colors. Common design elements also include exposed rafters and beams under eaves, decorative brackets and fasteners, full- or partial-width porches and large columns or piers. Though this style exhibits a horizontal emphasis, vertical architectural elements are often deployed to accentuate corners and entrances. Period Craftsman residences often featured exterior cladding of wood shingles or clapboard siding and details such as extended lintels and decorative lighting with geometric detailing.



FIGURE A



A.2 FORM & MASSING

Required Elements

A.2.1 Multiple roof planes

A.2.2 Porches or balconies

A.2.3 Design elements that emphasize horizontal orientation

A.2.4 Articulated facades with frequent massing breaks

A.2.5 Low- to moderate-pitched roofs with overhanging eaves













A.3 ROOF DESIGNS

Required Elements

A.3.1 Low- to moderate-pitched gable or hipped roofs (maximum 6:12 slope)

A.3.2 Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams

A.3.3 Brackets or knee braces at gabled ends

A.3.4 Use of wood or asphalt shingle













A.4 WALLS & WINDOW DESIGNS

Required Elements

A.4.1 Windows have mullion and divided lites

A.4.2 Use of wood shingles or clapboard siding

A.4.3 Utilize wooden trim around windows and doors

A.4.4 Window and door trim color shall contrast with color of walls













A.5 MATERIALS & COLORS

Required Elements

A.5.1 Extensive use of wood and natural materials such as arroyo stone

A.5.2 Use of dark, neutral or earth-toned colors










A.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

A.6.1 Porches with battered, square, double post or 4-post columns of stone or wood

A.6.2 Decorative lighting with geometric detailing

A.6.3 Decorative downspouts

A.6.4 Use of moldings or extended lintels to emphasize horizontality

A.6.5 Decorative joinery

A.6.6 Trellis

A.6.7 Window boxes

A.6.8 Decorative gable vents

A.6.9 Stained glass accents

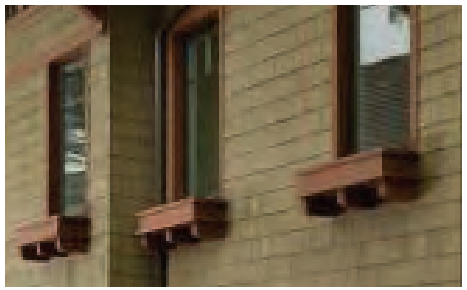














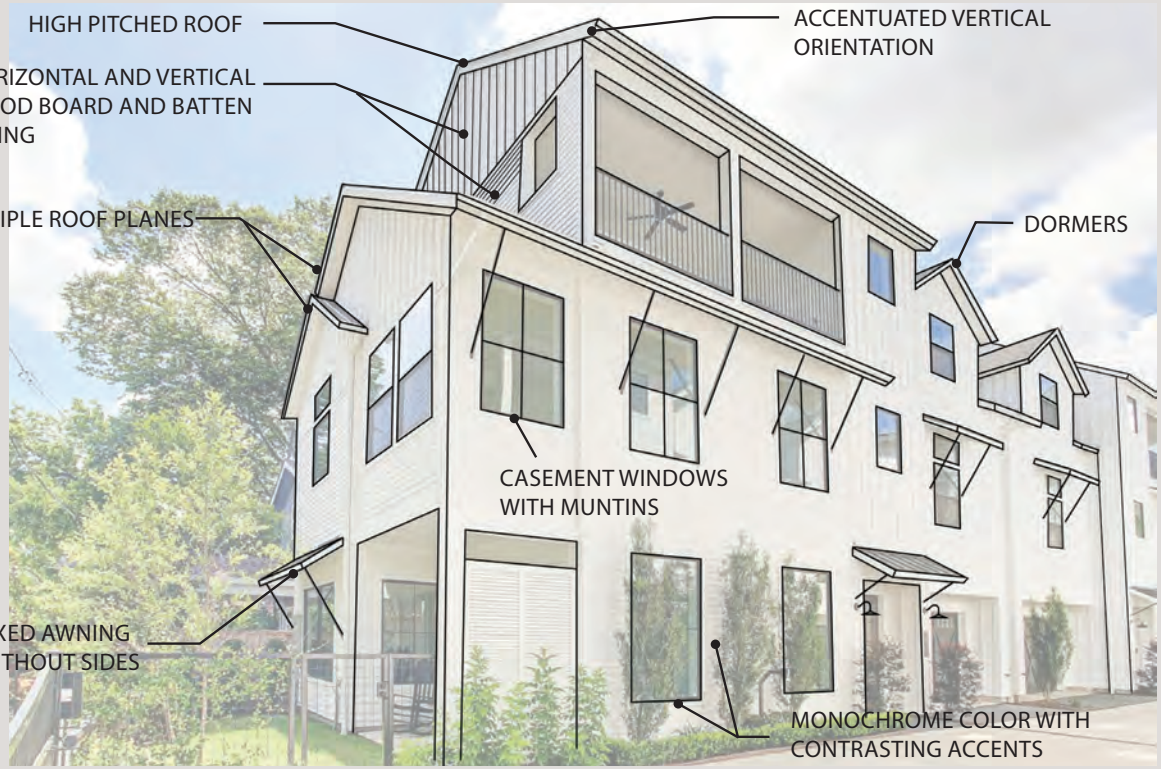


B. FARM CHIC

B.1 STYLE DESCRIPTION

Farm Chic, or Modern Farmhouse, is a contemporary interpretation of traditional rural residential forms and materials. This style reflects Wildomar's agricultural and ranching history and regional context. As indicated in the accompanying precedent images and illustrative diagram, the style utilizes elements such as vertical or horizontal wood siding, monochrome colors with contrasting accents and sparse or simple ornamentation. Roofs are typically medium to high-pitched. Minimal detailing often includes awnings, porches and wall-mounted gooseneck lights.

FIGURE B









B.2 FORM & MASSING

Required Elements

B.2.1 Multi-story with medium- to high-pitched roof forms accentuating vertical orientation

B.2.2 Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers

B.2.3 Multiple gable roof planes

B.2.4 Covered porches and awnings break up volumes between lower and upper floors








B.3 ROOF DESIGNS

Required Elements

B.3.1 Medium to high-pitched (minimum 6:12 slope)

B.3.2 Front and/or side facing gables

B.3.3 Variation in heights and/or planes

B.3.4 Asphalt shingle and metal roofs













B.4 WALLS & WINDOW DESIGNS

Required Elements

B.4.1 Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls

B.4.2 Minimal molding around window and door openings

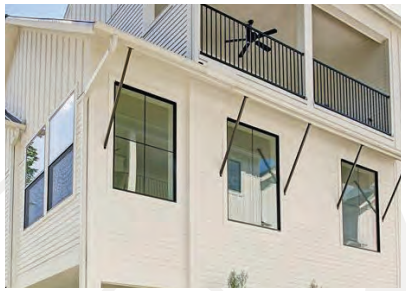
B.4.3 Double hung or casement windows with muntins

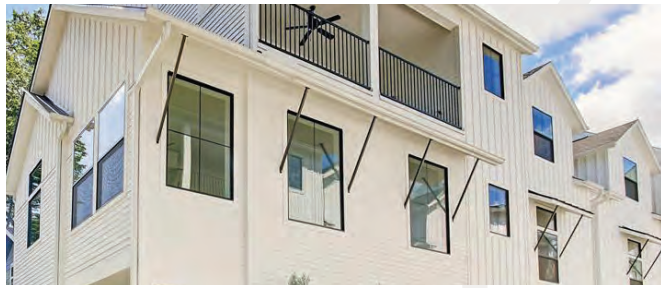
B.4.4 Contrast color of window sash with color of the body of the building













B.5 MATERIALS & COLORS

Required Elements

B.5.1 Unadorned materials: metal, wood, masonry

B.5.2 Neutral or muted colors should be predominant

B.5.3 Monochrome accents of doors, windows or architectural features encouraged

B.5.4 Stucco prohibited











B.6 DECORATIVE ACCENTS & DETAILS

Required Elements (2 or more)

B.6.1 Wall-mounted gooseneck lights

B.6.2 Fixed wood or metal awning without sides

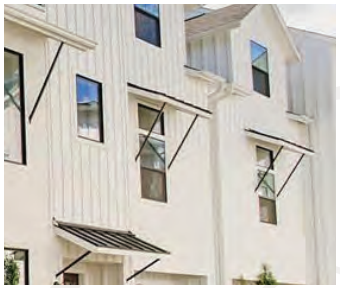
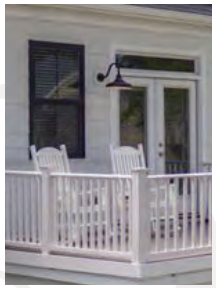
B.6.3 Porches with ceiling fans

B.6.4 Exposed rafter tails and brackets

B.6.5 Dormers







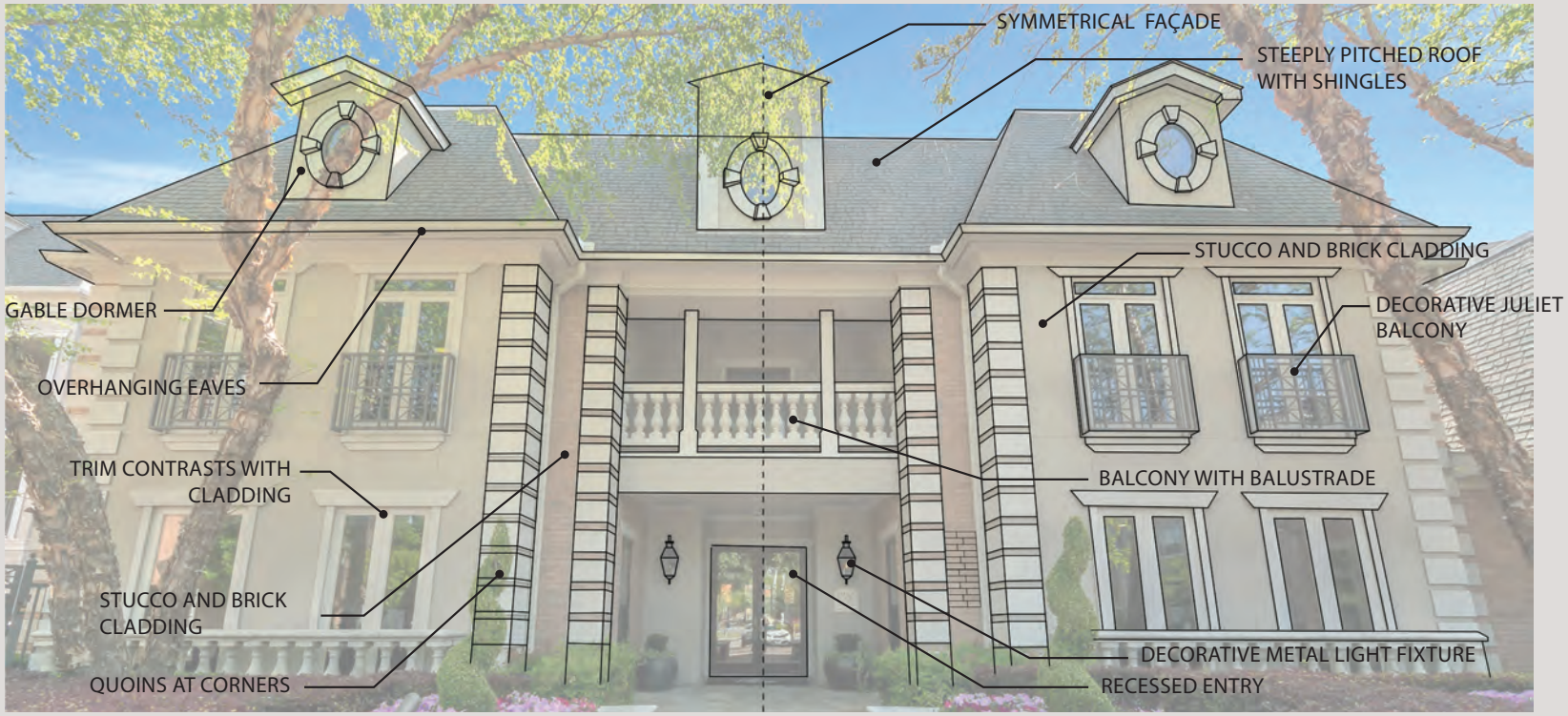

C. FRENCH

C.1 STYLE DESCRIPTION

Residential architecture in the French style draws on that country's long tradition of domestic building forms. As indicated in the accompanying precedent images and illustrative diagram, multi-family variants of the French style typically display a symmetrical facade dominated by a steeply-pitched hipped or mansard roof with dormers. This variant exhibits formal renaissance detailing, distinguishing it from the asymmetrical varieties that draw on French farmhouse, cottage or chateau precedents. Brick, stone and stucco cladding are typical. Stylistic details often include segmental arches around doors and windows, quoins at corners, and open terraces, porches and balconies with balustrades or metal railings.



FIGURE C



C.2 FORM & MASSING

Required Elements

C.2.1 Symmetrical organization of compositional elements

C.2.2 Porches and balconies

C.2.3 Prominent roof form

C.2.4 Windows and doors that emphasize vertical orientation













C.3 ROOF DESIGNS

Required Elements

C.3.1 Hipped or Mansard roof with dormers

C.3.2 High-pitched roof (minimum 6:12 slope)

C.3.3 Asphalt shingles

C.3.4 Moderately overhanging eaves (maximum 12 inches)













C.4 WALLS & WINDOW DESIGNS

Required Elements

C.4.1 Vertically-oriented rectangular windows arranged in symmetrical patterns

C.4.2 Articulated lintels and sills

C.4.3 Window trim that contrasts with the color of body of the building

C.4.4 Windows shall be recessed no deeper than 3 inches from outer wall









C.5 MATERIALS & COLORS

Required Elements

C.5.1 Brick, stone or smooth stucco cladding

C.5.2 Off-white and earth tones

C.5.3 White or contrasting trim

C.5.4 Asphalt shingles













C.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

C.6.1 Quoins at corners; color should contrast with body of the building

C.6.2 Entry accents with real or faux stone

C.6.3 Recessed entries

C.6.4 Open terraces, porches and balconies with balustrades or metal railings

C.6.5 Horizontal moulding accents

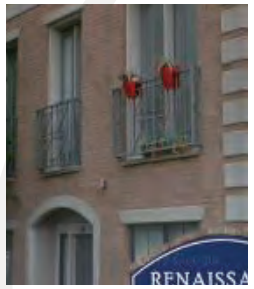
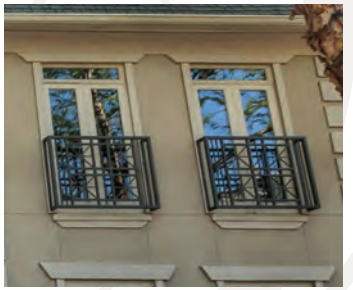
C.6.6 Decorative metal light fixtures

C.6.7 Arched windows, dormers or doors







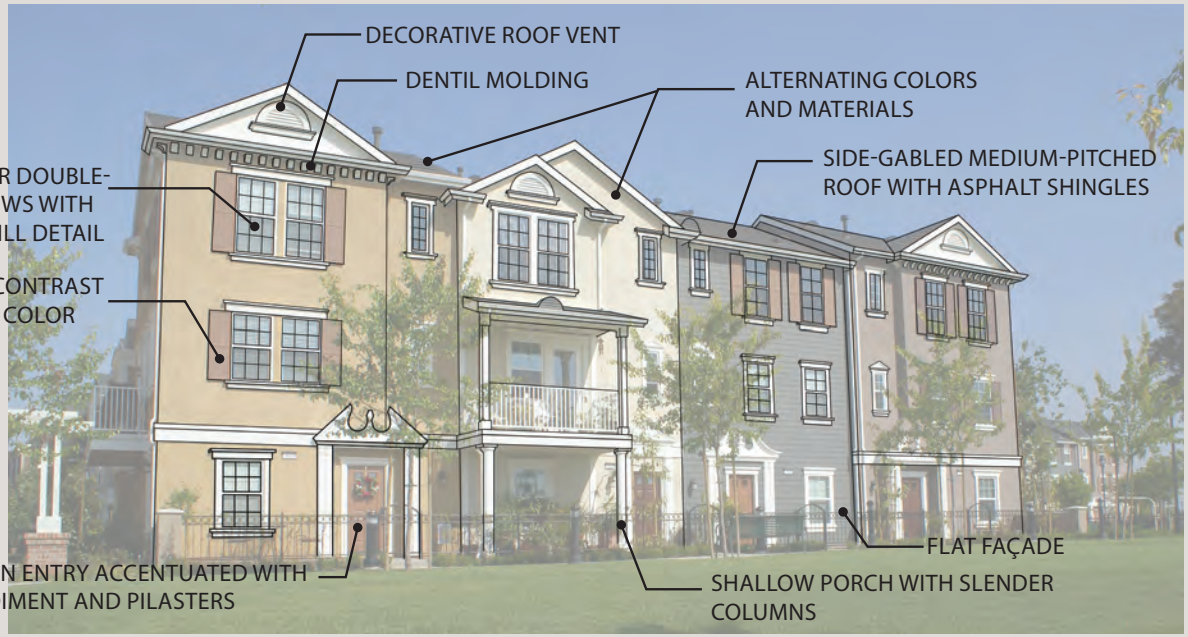




D. COLONIAL REVIVAL

D.1 STYLE DESCRIPTION

The Colonial Revival and New Traditional styles of multi-family housing incorporate elements of American domestic architecture dating back to the early English and Dutch houses built in the first century of colonial settlement. These precedents have been interpreted and re-interpreted during successive waves of residential design and development over the past 140 years, and presently incorporate an eclectic mixture of elements. Common characteristics of new Colonial Revival and New Traditional buildings include materials such as wood and brick; front entrances accentuated with pediments and pilasters; windows with double-hung sashes and articulated lintels and sills; and porches supported by thin columns.

FIGURE D









D.2 FORM & MASSING

Required Elements

D.2.1 Accentuated front entrance

D.2.2 Flat facades

D.2.3 Porches and shallow projections allowed

D.2.4 Side-gabled and front-gabled roof forms











D.3 ROOF DESIGNS

Required Elements

D.3.1 Side-gabled, with added front-gables allowed

D.3.2 Medium to High-pitched roof (minimum 6:12 slope)

D.3.3 Asphalt shingles











D.4 WALLS & WINDOW DESIGNS

Required Elements

D.4.1 Rectangular windows oriented vertically

D.4.2 Windows detailed with arched or flat lintels and sills

D.4.3 Double-hung sashes with muntins













D.5 MATERIALS & COLORS

Required Elements

D.5.1 Brick cladding, wood or vinyl siding

D.5.2 Attached townhomes shall alternate color and cladding from one unit to the next

D.5.3 Off-white and earth tones, muted colors

D.5.4 Asphalt shingles

D.5.5 When shutters are utilized, their color shall contrast with the body of the building



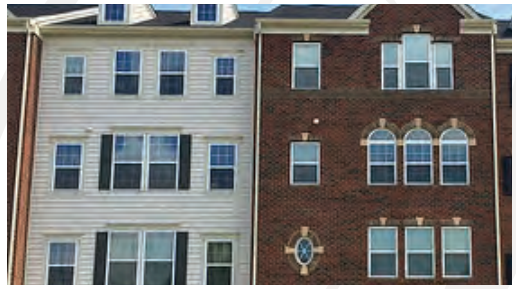












D.6 DECORATIVE ACCENTS & DETAILS

Required Elements (3 or more)

D.6.1 Front doors with fanlights or sidelights

D.6.2 Front doors accented with pediments and pilasters

D.6.3 Shallow porches with slender columns

D.6.4 Arched windows, dormers or doors

D.6.5 Decorative attic vents

D.6.6 Dentil molding at roofline

D.6.7 Dormers










E. GENERAL BUILDING DESIGN STANDARDS

This section describes the general building design standards that are intended to ensure a minimum standard of design and construction quality in the development of new multi-family residential projects in Wildomar. These standards apply no matter which stylistic precedent is being utilized for the project design. They are intended to work in concert with the standards for multi-family residential buildings described in the City's zoning code. If there is any conflict between the two, the zoning standards shall take precedence.

E.1 NEIGHBORHOOD COMPATIBILITY

E.1.1 Duplexes, triplexes, and fourplexes abutting single-family neighborhoods shall include individual front doors and interior stairs (when stairs are needed).



NOT Recommended: Building has different form and elements that cause loss of unity.

E.2 BUILDING DESIGN

E.2.1 Buildings shall carry the same approach to form and massing, roof design, wall and window design, and materials and colors on all elevations. Decorative accents and details are optional for side and rear elevations.

E.2.2 Blank walls (facades without doors, windows, landscaping treatments) shall be less than 30 feet in length.



NOT Recommended: Building has a long blank or plain facade.

E. GENERAL BUILDING DESIGN STANDARDS (CONT.)

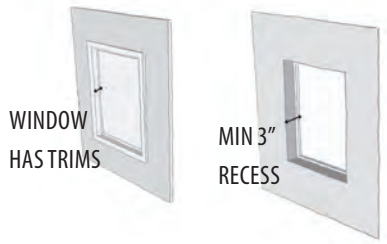
E.2.3 Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space.

E.2.4 Trim surrounds shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.

E.2.5 Special architectural treatments (i.e., feature entry location, feature window detail, tower, etc.) shall be provided at street corners and other important focal points.



Recommended: Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories.



Recommended: Trim shall be provided at all exterior window and door openings



Recommended: Special architectural treatments shall be provided at street corners.

E. GENERAL BUILDING DESIGN STANDARDS (CONT.)

E.2.6 Front doors shall orient towards and be visible from the street.

E.2.7 Building front elevations shall emphasize entries, porches and other living areas. No garages shall be forward of architecture and no more than 50% of front facing garages shall be located within 20' of the property line.



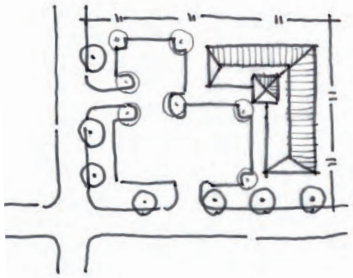
Recommended: Front doors shall orient towards and be visible from the street.

E.3 MASSING/ARTICULATION

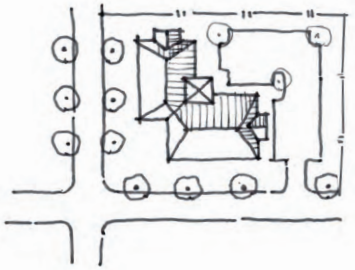
E.3.1 Buildings over three stories tall shall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.

E.3.2 Buildings shall have minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.

E.3.3 Rooflines shall be vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form.



NOT Recommended: Parking is visible from the street.



Recommended: Parking in on the back of the building.



Recommended: Building articulation helps to break up building mass and add visual interest

F. SITE DESIGN STANDARDS

F.1 OVERVIEW

The design of a project on the site is as important as the design of the building itself. The placement of buildings and pedestrian connectivity to open spaces affect quality of life as much as landscape, building shape, and materials. People live both in and around buildings so the outside living space should be as well designed as the inside.

These site design standards should be used in conjunction with the zoning standards found in the Wildomar Municipal Code.

BUILDING AND PARKING



OPEN SPACE AND LANDSCAPING



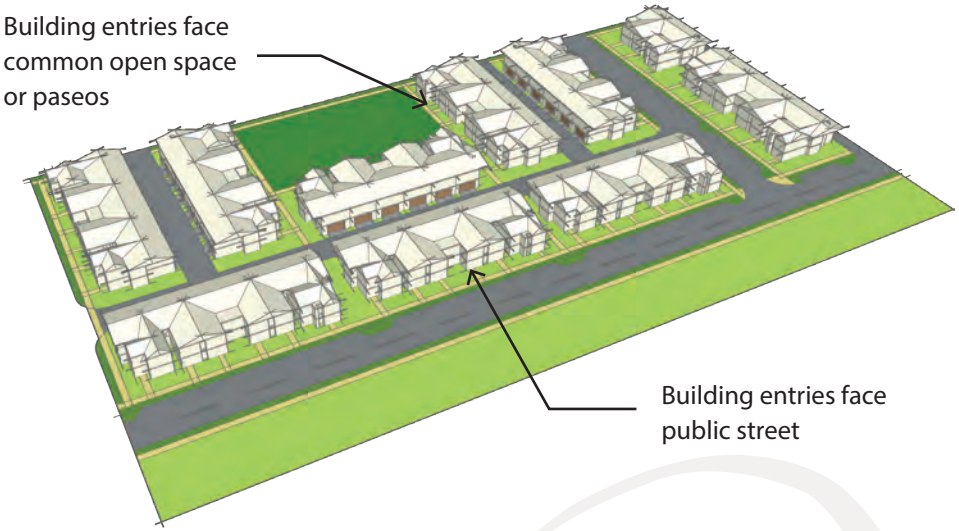
F.2 BUILDING AND PARKING

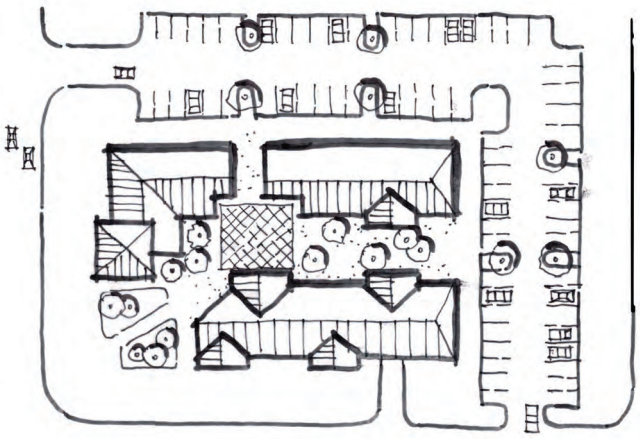
F.2.1 Building entries shall face the primary public street with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces. For larger sites with multiple buildings, building entries may also be oriented to face internal open spaces, paseos, and recreation amenities.

F.2.2 A minimum of 60% of the street frontage shall be devoted to buildings located between the minimum and maximum front setback lines. The remaining 40% may be devoted to parking.

F.2.3 Parking areas, covered and uncovered, shall be screened from public street frontages. Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof. Landscaping for screening purposes shall be no less than four feet tall. Fencing shall comply with the WMC.

F.2.4 For multifamily projects located across the street from a single-family residential zone, parking lot areas and carports shall not be located along the single-family neighborhood street frontages.





A minimum of 60% of the street frontage shall be devoted to buildings

F.3 BUILDING AND PARKING

F.2.5 A minimum of one window from each residential unit shall be located to overlook a landscaped private or common open space area.

F.2.6 If adjacent to a single-family residential zone, windows, balconies or similar openings shall be oriented so as not to have a direct line-of-sight into adjacent units or onto private patios or backyards adjoining the property line. This can be accomplished through: stepbacks of upper stories; window placement; use of clerestory windows, glass block or opaque glass; or mature landscaping within the rear or side setback areas.

F.2.7 Controlled entrances to parking facilities (gates, doors, etc.) shall be located a minimum of 18 feet from the back of sidewalk, in order to accommodate a minimum of one vehicle entering the facility.

F.2.8 Ground floor residential fronting or siding onto an arterial roadway shall be elevated at least 21 inches above the finished grade of the sidewalk.



Building have views to the open space.



Parking shall be screened from public street frontages.



Ground floor shall be elevated from the street to protect pravicy.

F.4 OPEN SPACE AND RECREATION

F.4.1 Minimum Requirements for Recreational-Leisure Areas (RLA):

F.4.1.1 400 square feet per dwelling unit

F.4.1.2 Minimum Dimensions (in either direction)

- Private areas:7 feet
- Common areas: 20 feet
- Pedestrian walkway width: 6 feet
- Courtyard internal to a project, or enclosed on at least three sides: 40 feet

F.4.1.3 Outdoor recreational-leisure areas may be provided by private areas, common areas, or a combination of both.

F.4.1.4 Depending on the number of dwelling units, common outdoor recreational-leisure area shall be provided to the meet the following criteria per dwelling unit:

- Ten (10) to fifty (50) dwelling units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred square feet total, minimum);
- Fifty-one (51) to one hundred (100) dwelling units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred square feet total, minimum);
- One hundred one (101) or more dwelling units: minimum of two (2) spaces, forty (40) feet minimum dimension (three thousand two hundred square feet total).

F.4.1.5 The common recreational-leisure area may be composed of active or passive facilities, and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways, street side sidewalks, or parking areas, trash pickup or storage areas or utility areas.

F.4.1.6 All common RLAs shall be improved as either active (child play areas, pools, recreation facilities, etc.) or passive facilities (gardens, barbeque facilities, seating areas, etc.) with landscaping or hardscape elements designed to serve the residents of the project.

F.4.1.7 All common open spaces shall interface with adjacent buildings via direct connections through doors, windows, and entryways. Any security fencing shall comply with WMC Section 17.172.205.

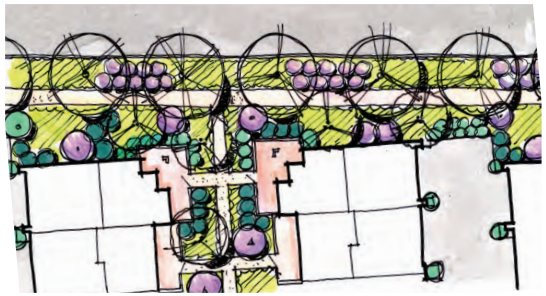
F.4.1.8 No more than 25 percent of common recreational-leisure area can be in hardscape.

F.4.1.9 All common areas shall be developed and professionally maintained in accordance with approved landscape and irrigation plans.




ALLEY
ALLEY
PUBLIC STREET

















G. DEFINITIONS

AWNING: An architectural fabric or metal projection that provides weather protection, building identity, or decoration, and is wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a cover is attached.

BALUSTRADE: An entire railing system, as along the edge of a balcony, including a top rail, bottom rail and balusters.

BATTERED: Those forms that slope from a true vertical plane from bottom to top, as in the outside surface of a wall.

BOARD AND BATTEN: a form of sheathing for wood frame buildings consisting of wide boards, usually placed vertically, whose joints are covered by narrow strips of wood over joints or cracks.

BRACKETS: A projection from a vertical surface providing structural or visual support under cornices, balconies, windows, or any other overhanging member.

CLERESTORY: An upper story or row of windows rising above the adjoining parts of the roof, designed to admit increased light into the inner space of the building.

CORNICE: The uppermost division of an entablature; a projecting shelf along the top of a wall supported by a series of brackets; the exterior trim at the meeting of a roof and wall, consisting of soffit, fascia and crown molding.

CORRUGATED PANELS: Panels shaped into folds of parallel and alternating ridges and valleys, either to provide additional strength, or to vary the surface pattern.

DECORATIVE GABLE VENTS: A non-venting louver mounted in the top of the gable.

DECORATIVE JOINERY: Embellishments or ornamental features used for decoration at the juncture of structural elements.

DENTIL: A series of closely spaced ornamental rectangular blocks resembling teeth, used as moldings most often in continuous bands just below the cornice.

DIVIDED LITE: Individual panes of glass held in place by wood or synthetic material to create a pattern.

DORMER: A structure projecting from a sloping roof usually housing a vertical window that is placed in a small gable, or containing a ventilating louver.

DOWNSPOUT: a vertical pipe that carries water from the roof gutters to the ground or cistern.

FANLIGHT: A semicircular window, usually over a door with radiating bars suggesting an open fan.

FRONT-GABLED ROOF: A gabled-roof that faces the road or main entrance.

GABLE: The entire triangular end of a wall, above the level of eaves, the top of which conforms to the slope of the roof which abuts against it, sometimes stepped and sometimes curved in a scroll shape.

GABLE ROOF: A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, so as to form a gable at each end.

G. DEFINITIONS

GOOSENECK LIGHTS: A type of light fixture in which a lamp or lightbulb is attached to a flexible, adjustable shaft to allow the user to position the light source without moving the fixture or item to be illuminated.

HIPPED ROOF: A roof which slopes upward from all four sides of a building, requiring a hip rafter at each corner.

JULIET BALCONY: A pseudo balcony; a low ornamental railing to a window, projecting but slightly beyond the plane of the window, threshold or sill, having the appearance of a balcony when the window is fully open.

KNEE BRACE: A diagonal corner member for bracing the angle between two jointed members; being joined to each other partway along its path serves to stiffen and strengthen the joint.

LINTEL: The horizontal beam that forms the upper structural member of an opening for a window or door and supports part of the structure above it.

MANSARD ROOF: A roof with a steep lower slope and a flatter upper slope on all sides, either of convex or concave shape.

MULLION: A dividing piece between the lights of windows, usually taking on the characteristics of the style of the building.

MUNTIN: A secondary framing member to hold panes in a window, window wall, or glazed door; an intermediate vertical member that divides panels of a door.

OVERHANGING EAVES: The projecting overhang at the lower edge of a roof that sheds rainwater.

PARAPET: A low protective wall or railing along the edge of a roof, balcony, or similar structure; in an exterior wall, the part entirely above the roof.

PEDIMENTS: A low-pitched triangular gable above the doorway or above a window; a triangular gable end of the rood above the horizontal cornice, often with sculpture.

PILASTER: A partial pier or column, often with a base, shaft and capital, that is embedded in a flat wall and projects slightly; may be constructed as a projection of the wall itself.

QUOIN: One of a series of stones or bricks used to mark or visually reinforce the exterior corners of a building; often through a contrast of size, shape, color or material, which may be imitated in non-load-bearing material.

RAFTER TAILS: The portion of the rafter that hangs over the wall.

REVEAL: The visible side of an opening for a window or doorway between the framework and outer surface of the wall; where the opening is not filled with a door or window, the whole thickness of the wall.

SHUTTER: Each of a pair of hinged panels, often louvered, fixed inside or outside a window that can be closed for security or privacy or to keep out light.

SIDE-GABLED ROOF: A gabled-roof that faces either side of the main entrance.

SILL: The horizontal exterior member at the bottom of a window or door opening, usually sloped away from the bottom of the window or door for drainage of water and overhanging the wall below.

TOWNHOME: An urban building without side yards, containing one residence on one or more floors.

TRELLIS: A structural frame supporting an open latticework or grating constructed of either metal or wood, used to support plants or vines or left exposed.

WINDOW SASH: The moveable part of a window made up of the vertical and horizontal frame that holds the glass.

ATTACHMENT A

City of Wildomar Multi-Family Objective Design Standards Checklist

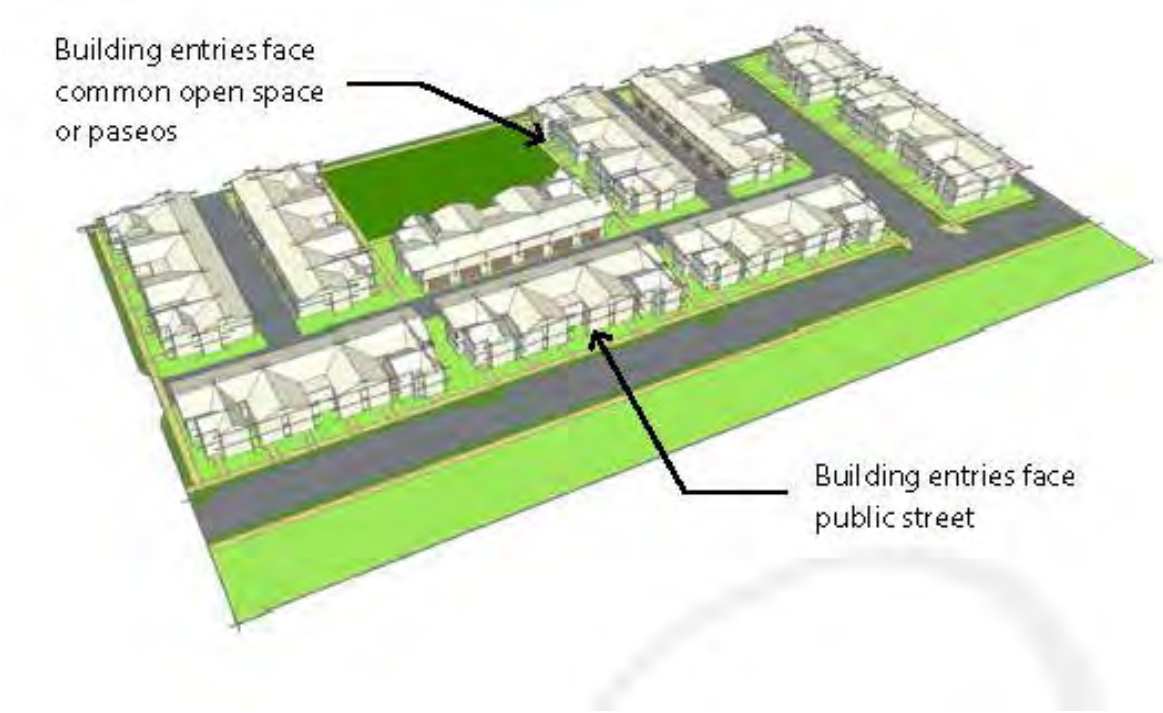
The Wildomar Multi-Family Development Standards are a manual for developers and builders, architects and designers, and City staff involved in review and approval of multi-family development. We suggest the following steps as a quick way to understand the different sections of the standards and how best to determine compliance with the Standards.

Step 1: Review the Site Plan Design Standards (Section F). Site Planning involves a careful analysis of the opportunities and constraints of the site, including existing features such as mature trees, topography, and drainage patterns. The components of site development extend beyond building placement and configuration, including surrounding uses, retaining walls, landscape design, hardscape considerations, and parking. The Site Plan Design Standards outline a number of requirements on these topics.

Step 2: Review the General Building Design Standards (Section E)**.** While new projects need not copy existing development, their mass and scale should respect adjacent building context. The General Building Design Standards establish requirements on these issues. Standards related to garage doors and entries are also established here. These standards apply no matter which stylistic precedent is being utilized for the project design.

Step 3: Review the Architectural Style Standards (Sections A-D)**.** The design and detailing of buildings is paramount to a quality environment. Architectural design elements and materials should be consistent throughout the project, recognizing that a building is 3-dimensional and must be well designed on all sides. Detailing, choice of materials, window and door choices should reinforce the overall project design. To provide guidance on architectural detailing, the Standards offer a menu of four architectural traditions individual buildings may be designed in. These styles are: Craftsman, Farm Chic, French, and Colonial Revival. Within each style description, various elements related to roof forms, windows, decorative details, and other topics are enumerated. The Architectural Style Standards require certain elements, while other elements may be selected from a menu of options. Projects composed of multiple buildings may utilize multiple styles.

Site Design Standards – Building and Parking (see Sections F.2-F.3)



Is the proposed project consistent with the following standards? If the answer is "no" to any of these questions, then the proposed project is inconsistent with the design standards.

F.2.1: Do building entries face the primary public street (or on site with multiple buildings, internal open spaces, paseos, or recreation amenities) with pedestrian access provided from sidewalks to all building entries, parking areas, and publicly accessible open spaces? ☐ Yes ☐ No ☐ N/A

F.2.2: Is at least 60% of the street frontage located between the minimum and maximum front setback lines devoted to buildings? The remaining 40% may be devoted to parking. ☐ Yes ☐ No ☐ N/A

F.2.3: Are parking areas, covered and uncovered, screened from public street frontages? Screening may be accomplished through building placement, landscaping, fencing, or some combination thereof. Landscaping for screening purposes shall be no less than four feet tall. Fencing shall comply with the WMC. ☐ Yes ☐ No ☐ N/A

F.2.4: If located across the street from a single-family residential zone, are parking lot areas and carports located away from the single-family neighborhood street frontages? ☐ Yes ☐ No ☐ N/A

F.2.5: Is at least one window from each residential unit located to overlook a landscaped private or common open space area? ☐ Yes ☐ No ☐ N/A

F.2.6: If adjacent to a single-family residential zone, are windows, balconies or similar openings oriented so as not to have a direct line-of sight into adjacent units or onto private patios or backyards adjoining the property line? This can be accomplished through: stepbacks of upper stories; window placement;

use of clerestory windows, glass block or opaque glass; or mature landscaping within the rear or side setback areas. ☐ Yes ☐ No ☐ N/A

F.2.7: Are controlled entrances to parking facilities (gates, doors, etc.) located a minimum of 18 feet from the back of sidewalk, in order to accommodate a minimum of one vehicle entering the facility? ☐ Yes ☐ No ☐ N/A

F.2.8: Is the residential ground floor facing an arterial roadway elevated at least 21 inches above the finished grade of the sidewalk? ☐ Yes ☐ No ☐ N/A

Site Design Standards – Open Space and Recreation (see Section F.4)



Is the proposed project consistent with the following minimum standards for Recreational-Leisure Areas? If the answer is "no" to any of these questions, then the proposed project is inconsistent with the design standards.

F.4.1.1: 400 square feet per dwelling unit ☐ Yes ☐ No

F.4.1.2: Minimum Dimensions (in either direction) ☐ Yes ☐ No

- Private areas:7 feet
- Common areas: 20 feet
- Pedestrian walkway width: 6 feet
- Courtyard internal to a project, or enclosed on at least three sides: 40 feet

F.4.1.3: Outdoor recreational-leisure areas may be provided by private areas, common areas, or a combination of both. ☐ Yes ☐ No

F.4.1.4: Depending on the number of dwelling units, common outdoor recreational-leisure area shall be provided to the meet the following criteria per dwelling unit: ☐ Yes ☐ No

- Ten (10) to fifty (50) dwelling units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred square feet total, minimum);
- Fifty-one (51) to one hundred (100) dwelling units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred square feet total, minimum);
- One hundred one (101) or more dwelling units: minimum of two (2) spaces, forty (40) feet minimum dimension (three thousand two hundred square feet

F.4.1.5: The common recreational-leisure area may be composed of active or passive facilities, and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways, street side sidewalks, or parking areas, trash pickup or storage areas or utility areas. ☐ Yes ☐ No

F.4.1.6: All common RLAs shall be improved as either active (child play areas, pools, recreation facilities, etc.) or passive facilities (gardens, barbeque facilities, seating areas, etc.) with landscaping or hardscape elements designed to serve the residents of the project. ☐ Yes ☐ No

F.4.1.7: All common open spaces shall interface with adjacent buildings via direct connections through doors, windows, and entryways. Any security fencing shall comply with WMC Section 17.172.205.
☐ Yes ☐ No

F.4.1.8: No more than 25 percent of common recreational-leisure area can be in hardscape.
☐ Yes ☐ No

F.4.1.9: All common areas shall be developed and professionally maintained in accordance with approved landscape and irrigation. ☐ Yes ☐ No

General Building Design Standards – (see Section E)



Recommended: Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories.



Recommended: Building articulation helps to break up building mass and add visual interest

Is the proposed project consistent with the following standards? If the answer is "no" to any of these questions, then the proposed project is inconsistent with the design standards.

Neighborhood Compatibility

E.1.1: Do duplexes, triplexes, and fourplexes abutting single-family neighborhoods include individual front doors and interior stairs (when stairs are needed)? ☐ Yes ☐ No ☐ N/A

Building Design

E.2.1: Do buildings carry the same approach to form and massing, roof design, wall and window design, and materials and colors on all elevations? Decorative accents and details are optional for side and rear elevations. ☐ Yes ☐ No

E.2.2: Are blank walls (facades without doors, windows, landscaping treatments) less than 30 feet in length? ☐ Yes ☐ No ☐ N/A

E.2.3: Do buildings over three stories provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space?
☐ Yes ☐ No ☐ N/A

E.2.4: Are trim surrounds provided at all exterior window and door openings? In lieu of exterior window trim, windows can be recessed from wall plane by a minimum of three inches.
☐ Yes ☐ No ☐

E.2.5: Are special architectural treatments (i.e., feature entry location, feature window detail, tower, etc.) provided at street corners and other important focal points? ☐ Yes ☐ No ☐ N/A

E.2.6: Are front doors oriented towards and visible from the street? ☐ Yes ☐ No

E.2.7: Do the front elevations of buildings emphasize entries, porches and other living areas? No garages shall be forward of architecture and no more than 50% of front facing garages shall be located within 20' of the property line. ☐ Yes ☐ No

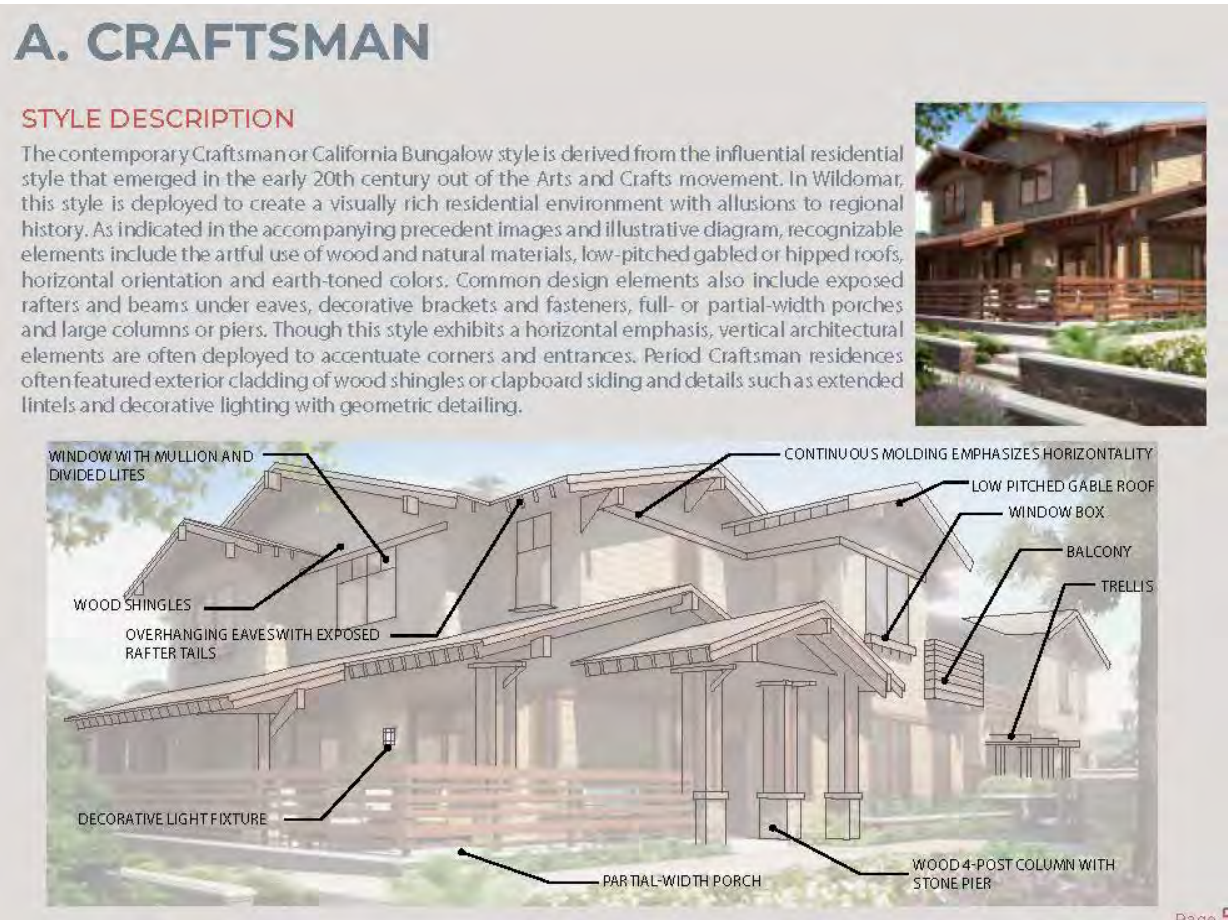
Massing/Articulation

E.3.1: Do buildings over three stories tall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries? Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building. ☐ Yes ☐ No ☐ N/A

E.3.2: Do the buildings have a minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays? Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.
☐ Yes ☐ No ☐ N/A

E.3.3: Are rooflines vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form? ☐ Yes ☐ No ☐ N/A

Craftsman Style (see Section A)



Is the proposed project consistent with the following standards? If the answer is "no", then the proposed project is inconsistent with the design standards.

A.2 Form & Massing *– Does the proposed project include the following?*

Multiple roof planes ☐ Yes ☐ No

Porches or balconies ☐ Yes ☐ No

Design elements that emphasize horizontal orientation ☐ Yes ☐ No

Articulated facades with frequent massing breaks ☐ Yes ☐ No

Low- to moderate-pitched roofs with overhanging eaves ☐ Yes ☐ No

A.3 Roof Designs *– Does the proposed project include the following?*

Low- to moderate-pitched gable or hipped roofs (maximum 6:12 slope) ☐ Yes ☐ No

Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams ☐ Yes ☐ No

Brackets or knee braces at gabled ends ☐ Yes ☐ No

Use of wood or asphalt shingle ☐ Yes ☐ No

A.4 Wall & Window Designs – *Does the proposed project include the following?*

Windows have mullion and divided lites ☐ Yes ☐ No

Use of wood shingles or clapboard siding ☐ Yes ☐ No

Utilize wooden trim around windows and doors ☐ Yes ☐ No

Window and door trim color shall contrast with color of walls ☐ Yes ☐ No

A.5 Materials & Colors – *Does the proposed project include the following?*

Extensive use of wood and natural materials such as arroyo stone ☐ Yes ☐ No

Use of dark, neutral or earth-toned colors ☐ Yes ☐ No

A.6 Decorative Accents & Details – *Does the proposed project include at least 3 of the following?*

Porches with battered, square, double post or 4-post columns of stone or wood ☐ Yes ☐ No

Decorative lighting with geometric detailing ☐ Yes ☐ No

Decorated downspouts ☐ Yes ☐ No

Use of moldings or extended lintels to emphasize horizontality ☐ Yes ☐ No

Decorative joinery ☐ Yes ☐ No

Trellis ☐ Yes ☐ No

Window boxes ☐ Yes ☐ No

Decorative gable vents ☐ Yes ☐ No

Stained glass accents ☐ Yes ☐ No

Farm Chic Style (see Section B)



Is the proposed project consistent with the following standards? If the answer is "no", then the proposed project is inconsistent with the design standards.

B.2 Form & Massing *– Does the proposed project include the following?*

Multi-story with medium- to high- pitched roof forms accentuating vertical orientation
☐ Yes ☐ No

Incorporate farm and ranch forms inspired by barns, silos, sheds, tank houses and granary towers ☐ Yes ☐ No

Multiple gable roof planes ☐ Yes ☐ No

Covered porches and awnings break up volumes between lower and upper floors ☐ Yes ☐ No

B.3 Roof Designs *– Does the proposed project include the following?*

Medium to high-pitched (minimum 6:12 slope) ☐ Yes ☐ No

Front and/or side facing gables ☐ Yes ☐ No

Variation in heights and/or planes ☐ Yes ☐ No

Asphalt shingle and metal roofs ☐ Yes ☐ No

B.4 Wall & Window Designs – *Does the proposed project include the following?*

Utilize board and batten siding, corrugated panels to give texture and variation to exterior walls ☐ Yes ☐ No

Minimal molding around window and door openings ☐ Yes ☐ No

Double hung or casement windows with muntins ☐ Yes ☐ No

Contrast color of window sash with color of the body of the building ☐ Yes ☐ No

B.5 Materials & Colors – *Does the proposed project include the following?*

Unadorned materials: metal, wood, masonry ☐ Yes ☐ No

Neutral or muted colors should be predominant ☐ Yes ☐ No

Monochrome accents of doors, windows or architectural features encouraged ☐ Yes ☐ No

Stucco prohibited ☐ Yes ☐ No

B.6 Decorative Accents & Details – *Does the proposed project include at least 2of the following?*

Wall-mounted gooseneck lights ☐ Yes ☐ No

Fixed wood or metal awning without sides ☐ Yes ☐ No

Porches with ceiling fans ☐ Yes ☐ No

Exposed rafter tails and brackets ☐ Yes ☐ No

Dormers ☐ Yes ☐ No

French Style (see Section C)



Is the proposed project consistent with the following standards? If the answer is "no", then the proposed project is inconsistent with the design standards.

C.2 Form & Massing *– Does the proposed project include the following?*

Symmetrical organization of compositional elements ☐ Yes ☐ No

Porches and balconies ☐ Yes ☐ No

Prominent roof form ☐ Yes ☐ No

Windows and doors that emphasize vertical orientation ☐ Yes ☐ No

C.3 Roof Designs *– Does the proposed project include the following?*

Hipped or Mansard roof with dormers ☐ Yes ☐ No

High-pitched roof (minimum 6:12 slope) ☐ Yes ☐ No

Asphalt shingles ☐ Yes ☐ No

Moderately overhanging eaves (maximum 12 inches) ☐ Yes ☐ No

C.4 Wall & Window Designs *– Does the proposed project include the following?*

Vertically-oriented rectangular windows arranged in symmetrical patterns ☐ Yes ☐ No

Articulated lintels and sills ☐ Yes ☐ No

Window trim that contrasts with the color of body of the building ☐ Yes ☐ No

Windows shall be recessed no deeper than 3 inches from outer wall ☐ Yes ☐ No

C.5 Materials & Colors – *Does the proposed project include the following?*

Brick, stone or smooth stucco cladding ☐ Yes ☐ No

Off-white and earth tones ☐ Yes ☐ No

White or contrasting trim ☐ Yes ☐ No

Asphalt shingles ☐ Yes ☐ No

C.6 Decorative Accents & Details *– Does the proposed project include at least 3 of the following?*

Quoins at corners; color should contrast with body of the building ☐ Yes ☐ No

Entry accents with real or faux stone ☐ Yes ☐ No

Recessed entries ☐ Yes ☐ No

Open terraces, porches and balconies with balustrades or metal railings ☐ Yes ☐ No

Horizontal moulding accents ☐ Yes ☐ No

Decorative metal light fixtures ☐ Yes ☐ No

Arched windows, dormers or doors ☐ Yes ☐ No

Colonial Revival Style (see Section D)



Is the proposed project consistent with the following standards? If the answer is "no", then the proposed project is inconsistent with the design standards.

D.2 Form & Massing *– Does the proposed project include the following?*

Accentuated front entrance ☐ Yes ☐ No

Flat facades ☐ Yes ☐ No

Porches and shallow projects allowed ☐ Yes ☐ No

Side-gabled and front-gabled roof forms ☐ Yes ☐ No

D.3 Roof Designs *– Does the proposed project include the following?*

Side-gabled, with added front-gables allowed ☐ Yes ☐ No

Medium to high-pitched roof (minimum 6:12 slope) ☐ Yes ☐ No

Asphalt shingles ☐ Yes ☐ No

D.4 Wall & Window Designs *– Does the proposed project include the following?*

Rectangular windows oriented vertically ☐ Yes ☐ No

Windows detailed with arched or flat lintels and sills ☐ Yes ☐ No

Double-hung sashes with muntins ☐ Yes ☐ No

D.5 Materials & Colors – *Does the proposed project include the following?*

Brick cladding, wood or vinyl siding ☐ Yes ☐ No

Attached townhouses shall alternate color and cladding from one unit to the next ☐ Yes ☐ No

Off-white and earth tones, muted colors ☐ Yes ☐ No

Asphalt shingles ☐ Yes ☐ No

When shutters are utilized, their color shall contrast with the body of the building ☐ Yes ☐ No

D.6 Decorative Accents & Details *– Does the proposed project include at least 3 of the following?*

Front doors with fanlights or sidelights ☐ Yes ☐ No

Front doors accented with pediments and pilasters ☐ Yes ☐ No

Shallow porches with slender columns ☐ Yes ☐ No

Arched windows, dormers or doors ☐ Yes ☐ No

Decorative attic vents ☐ Yes ☐ No

Dentil molding at roofline ☐ Yes ☐ No

Dormers ☐ Yes ☐ No

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.4
Meeting Date: August 9, 2023

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

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
Authorize the City Manager to sign the MOU with Wildomar Community and Parks Foundation dependent that the non-profit organization fulfills all requirements.

SUMMARY:
The Wildomar Community and Parks Foundation has applied for a Temporary Event Permit to conduct a clean up event in the area known as Sedco. The non-profit organization has desired for the City to partner in the event under the Community Event Policy.

BACKGROUND:
The City has coordinated with non-profit organizations, community groups, and local agencies to provide events and activities within the city. These partnerships are handled on a case by case basis. One of these events was the Love Your Neighborhood regional clean up conducted by the Western Riverside Council of Governments.

In the first quarter of the 2023 calendar year WRCOG reached out to the City regarding partnering to execute a “LOVE YOUR NEIGBORHOOD” clean up event. After an interior discussion, the city decided to proceed with the event if Lake Elsinore would be able to facilitate a partnership similar to 2021. WRCOG had communicated that Lake Elsinore was not able to conduct the event this year. Moving forward WRCOG had requested names of non-profit organizations that would be able to host clean up events on a smaller scale. Staff had provided WRCOG the contact information for the Wildomar Community and Parks Foundation.

Having coordinated with WRCOG, Bridgette Moore has requested to conduct a clean-up event focused in the area known as SEDCO on September 16, 2023, National Clean Up Day. City

staff had advised the foundation to complete a Temporary Event Permit in order to proceed with the event. Having received the application, the applicant had inquired to partner with the city under the Community Event Partnership Policy. Since the initial conversation, the foundation has secured Whiting-Turner as a co-partner.

DISCUSSION:
The extent of the potential city partnership would provide the foundation with staging the traffic control measure to safely conduct the event within the Sedco community. The Wildomar Community and Parks Foundation is subject to fulfilling all Temporary Event Permit requirements, pay the application fee, and indemnify the City and provide the required insurance coverage.

FISCAL IMPACT:
The expenses related to the staging of traffic control are estimated to between $900.00 - $1,300.00 and will be covered by the Community Services Department General Fund Budget.

ACCOUNT CODE:
100-410-4610-52116

ATTACHMENTS:
MOU Wildomar Community and Parks Foundation
TEP Application_National Clean Up Day

Attachment A

MEMORANDUM OF UNDERSTANDING

WILDOMAR COMMUNITY AND PARKS FOUNDATION

COMMUNITY EVENT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING
(WILDOMAR COMMUNITY AND PARKS FOUNDATION COMMUNITY EVENT PARTNERSHIP)

This Memorandum of Understanding ("MOU") is entered into this day of _____, 2023 by and between the City of Wildomar, a California general law city, ("City") and Wildomar Community and Parks Foundation, a California 501 (c) 3 non-profit. ("Foundation"). City and Foundation may be referred to individual or collectively as a "Party" or the "Parties."

RECITALS

A. Foundation is a nonprofit organization with the goal to improve the quality of life within Wildomar by providing clean-up services.

B. Foundation desires to conduct a clean-up event on September 16, 2023 that focuses efforts to the area known as SEDCO HILLS (Event).

C. City desires to partner in the Event and provide hosting assistance to the Foundation to conduct the Event, as the Foundation provides a benefit to the community and the Event assist to improve the quality of life within the community.

D. The purpose and intent of this MOU is to set forth the mutual understanding of the Parties regarding the City's partnership of the Event and hosting assistance to be provided.

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:

1.0 PARTNERSHIP AND MARKETING

1.1 City will partner in the Event on September 16, 2023, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on September 16, 2023, the City shall incur no obligation to commit the partnership toward a future Event.

1.2 Foundation agrees to identify City in all marketing materials for the Event, including digital and print advertising. Marketing materials for the Event will include the tagline "Go Wildomar" and the City's logo, which the City hereby gives permission to Foundation to use in conjunction with the Event.

2.0 ALLOCATION OF PARTNERSHIP BENEFITS

2.1 The partnership identified in Section 1.1 of this MOU will be in relation to the benefits the City will provide the Foundation per the Community Event Partnership Policy. As stated on page 3 of the policy, a staff liaison will be assigned to Foundation to assist and confirm that all Temporary Event Application requirement are fulfilled. The Foundation will be required to fulfill the permit process, provide the required insurance documents, and any required inspections and reporting. The city will facilitate all traffic control measures for the Event.

3.0 PERMITS AND APPROVALS

Foundation shall obtain all necessary permits and approvals from the City and all other agencies with jurisdiction over the Event. Nothing in this MOU shall be construed as altering or waiving the City's permit and approval requirements applicable to the Event.

4.0 GENERAL PROVISIONS

4.1 Either party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event that a legal action is brought challenging this MOU, either Party may terminate this MOU effective immediately by written notice to the other Party.

4.2 If any term, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall not be affected thereby and the MOU shall be read and construed without the invalid, void or unenforceable provision(s).

4.3 Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this MOU.

4.4 This MOU shall be administered and executed by the City Manager or his or her designated representative on behalf of City. The City Manager shall have the authority to issue interpretations and to make amendments to this MOU. No amendment to or modification of this MOU shall be valid unless made in writing and approved by Foundation and City.

4.5 The person or persons executing this MOU on behalf of Foundation represents and warrants that he/she/they has/have the authority to so execute this MOU and to bind Foundation to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU 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 Jex
City Attorney

WILDOMAR COMMUNITY AND PARKS FOUNDATION

_____
By: _____
Its: _____

_____

By: _____
Its: _____

CITY OF WILDOMAR
TEMPORARY EVENT APPLICATION & PERMIT PACKET

Conducting a Temporary Event in the City of Wildomar

- Would you like to host a Temporary Event in the City of Wildomar? A successful event depends on good planning. This Temporary Event Packet provides instructions to guide and assist you in the preparation and processing of your Temporary Event Permit.
- The type of event and the kinds of activities you are planning determines which city departments you may need to contact.
- Remember, you may also need other permits from other agencies such as the Riverside County Health Department, Alcohol Beverage Control, or Fire Department.
- Please read the entire Information packet and instructions before you begin completing the application.
- Temporary events are permitted in accordance with the use and operational regulations outlined in Chapter 17.256 of the Wildomar Municipal Code (WMC). An application review and processing fee is required with the application packet in accordance with Chapter 3.44 of the WMC. The following fees were adopted by the City Council on February 13, 2019:
  - Wildomar Resident (private property or city park): $100
  - Non-Profit Organization with Wildomar Address (private property or city park):: $150
  - Wildomar Commercial Business(private property or city park): $200
  - Applicant's from Outside City Limits (private property): $661
  - Applicant's from Outside City Limits (city park): $725
- Temporary events are limited to SIX (6) times per calendar year. Recurring events exceeding this amount requires approval of a conditional use permit by the Planning Commission.
- If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.
- Your application package must include a signature or signed letter from the underlying property owner authorizing the temporary event on the property in question. If the event is held within a multi-tenant commercial center, the application package must also include a signed letter from each business owner that may be affected by the event.
- This application form and all pertinent documents must be submitted in person to the Planning Department at least 60 days prior to the event at:

  23873 Clinton Keith Road, Suite #201
  Monday-Thursday, 8:00 am – 5:00 pm
  Attention: Abdu Lachgar, Associate Planner
- Applications can take up to 60 days to review and process through all city departments and outside agencies for approval so a timely submittal is important.
- Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Planning Department at (951) 677-7751.
- Please print the Temporary Event Permit Packet in its entirety and complete all sections.

City of Wildomar
Temporary Event Application & Permit

1. PERMIT NUMBER

Permit Number:_____ Date of Application: 7/20/2023

2. DESCRIPTION

Name of Event: National clean-up Day

Date of Event: 9/16/23 Time of Event: _____

Estimated attendance: 100

Type of Event:

- ☐ Run / Walk
- ☐ Bicycle Race
- ☐ Parade / March
- ☐ Festival / Fair
- ☐ Block or Neighborhood Party
- ☐ Concert / Performance
- ☐ Farmers Market
- ☐ Circus / Carnival
- ☐ Car Show
- ☒ Other (i.e., craft fair/open air market, etc.)

Detailed Description of the Event:

Wildomar Beautification Volonteers event on National clean-up Day. We will focus on primarily the SEDCO Area, Lemon to Malaga. We will pick-up litter, clean graffiti, paint, pick weeds, etc.

Is this a recurring event at the same location? ☐ Yes ☒ No

3. CONTACTS

Name of the Organization Sponsoring the Event: Wildomar Community & Parks Foundation

Is the organization a tax exempt, non-profit organization?

☒ Yes ☐ No

If yes, please attach the following:

1. A copy of the organization's 501 (c)3 letter.
2. Letter of authorization from the organization authorizing the representative to apply for the permit on its behalf

Name of Applicant: Wildomar Community & Parks Foundation

Address: PO Box 1418

City: Wildomar **State:** CA **Zip Code:** 92595

Phone: 951-440-6796 **Cell:** 951-440-6796

Email: bridgettemoore2012@gmail.com

The Applicant must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

Name of Property Owner:

Address:

City: **State:** **Zip Code:**

Phone: **Cell:**

Email:

4. ON SITE CONTACT

Name of On Site Contact: Bridgette Moore

Address: 20151 Hill Spring Rd

City: Wildomar **State:** CA **Zip Code:** 92595

Phone: 951-440-6796 **Cell:** 951-440-6796

Email: bridgettemoore2012@gmail.com

The On Site contact must be available at the event site and in possession of the approved Temporary event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Address of Property and Location Description: Between Mission Trail and the I-15 Freeway

Address: Area off Mission Trail, SEDco Hills Lemon to Malaga

City Wildomar State: CA

Zip Code: 92595

6. SITE PLAN

Site Diagram: Please attach a diagram of your event site using 8 ½" x 11" size paper.

The Following shall be included on the site plan:

Name, address and phone number of applicant and owner

Vicinity map

Existing Business(es) on site

Location of pedestrian walkways

Location of vehicular access/exit points, driveways, emergency exits and ADA paths

Identify source of electrical supply (if applicable)

Location of all buildings, parking, generators, tents, canopies, toilets, booths, beer gardens, cooking areas and other temporary structures.

Total Anticipated Attendance: 100 Daily Attendance: 100

Times: _____ To _____

Streets Closed: _____ Setup Begins: _____

Event Begins: _____ Event Ends: _____

Cleanup Ends: _____ Streets Open: _____

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

☐ **Yes** ☒ **No**

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company: N/A **Contact Name:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Cell:** _____

Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street of sidewalk?

☐ **Yes** ☒ **No**

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? _____

_____

At what intersections will the above street be closed? _____

_____

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

☒ **Yes** ☐ **No**

Please give details: Cones

_____

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

☐ **Yes** ☒ **No**

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with event. You must include accessible parking and/or access in your event plans.

How many parking are available at the proposed location (site): _____

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

☐ **Yes** ☒ **No**

Will fireworks, explosives or any other pyrotechnic device be used at the event?

☐ **Yes** ☒ **No**

Will the event require tents with over 200 square feet of material?

☐ **Yes** ☒ **No**

Will the event require tents or canopies with over 400 square feet of material?

☐ **Yes** ☒ **No**

Will there be use of cooking or other equipment that emits a flame, heat or spark?

☐ **Yes** ☒ **No**

Note: If any of the boxes above are checked yes, a supplemental fire application/fee must be submitted.

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

☐ **Yes** ☒ **No**

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _

_____

_____

_____

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400 / www.abc.ca.gov

A copy of the ABC license approval must be submitted with the application packet.

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

☒ Yes ☐ No Water Bottles, Donuts, Snacks given out For Free

Will the event be professionally catered?

☐ Yes ☒ No

If your event is being catered please provide information on the company.

Name of Company: N/A **Contact Name:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Cell:** _____

Email: _____

Applicant/organizer must contact the Riverside County Department of Environmental Health for a permit if any food or beverages will be sold or distributed. A copy of the Health department permit must be submitted with the application packet.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

Will there be animals present: (I.E. Petting zoo, circus, pony rides, dogs, other)?

☐ Yes ☒ No

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

☐ Yes ☒ No

If yes, please provide information on the company on the following page.

Name of Company: N/A Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas (add a separate sheet if more room is needed)

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

☐ Yes ☒ No

Will the event have live music?

☐ Yes ☒ No

Will the event have mechanical noise?

☒ Yes ☐ No Possible shovel noise, gardening type noise

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

ELKS Lodge is letting use their restrooms

(Male) Number of Toilets: 2 Urinals: 2 ADA: 1

(Female) Number of Toilets: 4 ADA: 1

(Combined Male/Female) Number of Toilets: 6 ADA: 2

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the pubic right away.

16. CLEAN UP

What provisions have the applicant/organizer made for clean up after the event?

All volunteers will cleanup after the event.

Who is the person responsible for clean up?

Contact Name: Bridgette Moore
Address: 20151 Hill Spring Rd
City: Wildomar **State:** CA **Zip Code:** 92595
Phone: 951-440-6796 **Cell:** 951-440-6796
Email: bridgettemoore2012@gmail.com

* Your organization may be eligible to receive FREE trash and recycling waste boxes. Please contact CR&R Incorporated (West side of I-15) at 800-755-8112 or Waste Management (East side of I-15) at 800-423-9986 for more information.

* Event location and adjacent areas must be returned to "Pre-Event" conditions

17. ADDITIONAL INFORMATION

18. AGREEMENT OF APPLICANT (REQUIRED)

1. Applicant agrees, upon request, to provide a certificate of insurance providing Evidence of General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit AND an additional Insured Endorsement naming the City of Wildomar, its officers, employees and agents' as additional insured. The two documents must be submitted no later than (10) days prior to the event.

☑ Yes ☐ No

2. Applicant agrees, upon request, to submit a security plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participant, spectators, bystanders and passersby. This plan may be reviewed by the Police Department who may require alterations to the plan. Security measures may include, but are not limited to, the hiring of private security or Riverside Police Officers at the applicant's expense.

☒ **Yes** ☐ **No**

3. Applicant agrees, upon request, to provide a copy of their "Determination Letter" as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a "tax-exempt," "non-profit" and/or "charitable."

☒ **Yes** ☐ **No**

4. Applicant agrees, upon request, to pay a refundable "Clean-Up Deposit," at least ten (10) days prior to the event as a condition of the issuance of the Temporary Event Permit. Applicant also agrees to pay clean-up costs, in excess of the deposit, incurred by the City as a result of additional clean-up required to return the event location and surrounding area to its pre-event condition.

☒ **Yes** ☐ **No**

5. Applicant agrees to notify all residents and businesses that will be affected by the street closure and/or amplified sound. If the event/closure will affect access to more than one business, the applicant must notify the Murrieta/Wildomar Chamber of Commerce.

☒ **Yes** ☐ **No**

6. Applicant agrees to supply warning signs and barricades and to situate them in such position that the road closure may be maintained in a safe and orderly manner. Such devices may be rented from companies listed in the telephone directory under "Traffic Safety Devices."

☒ **Yes** ☐ **No**

Applicant agrees to submit, upon request of the City, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees to submit, upon request of the Planning Department, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Temporary Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Wildomar or any conditions or restrictions imposed upon the permit by the Wildomar Police or Fire Department is cause for revocation of the Temporary Event Permit.

Applicant further agrees the permit may be revoked at any time by any supervisor of the Wildomar Police Department or Planning Department.

BD Moore
Signature of Applicant

7/20/2023
Date

I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property.

Signature of Property Owner

Date

NOTE: A LETTER OF AUTHORIZATION FROM THE PROPERTY OWNER MAY BE ATTACHED IN PLACE OF SIGNATURE ABOVE

19. INSURANCE/ INDEMNIFICATION AGREEMENT (REQUIRED)

If the event will take place on any portion of public right-of-way, City owned property or City sponsored events, the applicant shall provide and maintain general liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury and property damage. If alcoholic beverages are served, liquor liability in the amount of $1,000,000 per occurrence is required. General liability and liquor liability shall be endorsed naming the City, its officers, agents, employees and volunteers as additional insureds. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. Use of the facility may be denied if satisfactory proof of the required insurance is not timely received prior to the event. In consideration of the granting of this Application and Permit for Temporary Event for:

National clean-up Day
(name of event)

On Saturday, September 16, 2023
(date of event)

The Wildomar Community & Parks Foundation
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Temporary Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: 7/20/2023

Signature: BD Moore

Printed Name: Bridgette Moore

Title: President

20. Temporary Event Application Permit Checklist:

Please check off all documents attached:

- ☐ Temporary Event Application Packet
- ☐ Application Fee (per Sec. 3.44 of the WMC)
- ☐ Site Plan/ Traffic Plan
- ☐ Property Owner Signature or Letter of Authorization
- ☐ Letter of Authorization from business owners if located in an existing commercial center (If Applicable)
- ☐ Certificate of Insurance (If Applicable)
- ☐ ABC License (If Applicable)
- ☐ Health Department License (If Applicable)
- ☐ Security Plan (If Applicable)
- ☐ Fire Department Permit (If Applicable)
- ☐ If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.

I certify that all filing requirements have been satisfied for my application. I further understand that an incomplete application cannot be accepted for processing.

☒

Applicant's Signature: _____ Date: 7/20/2023

Wildomar Community and Parks Foundation, Inc.

P.O. Box 1418
Wildomar, CA 92595

July 20, 2023

Daniel Torres
City of Wildomar

Dear Mr. Torres,

The Wildomar Community and Parks Foundation, Inc. authorizes Bridgette Moore to process the necessary paperwork for the Temporary Event Application and Permit for the National Cleanup Day event to be held on September 16, 2023.

Sincerely,

Janna Vicario

Janna Vicario,
Treasurer

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: August 9, 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: August 9, 2023

SUBJECT: Cemetery Minutes - July 12 2023 - Regular Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. July 12, 2023 Cemetery Minutes

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT –REGULAR MEETING
WEDNESDAY, JULY 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 6:48 P.M.

ROLL CALL

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

Members absent: Bridgette Moore

Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Finance Manager 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 Dustin Nigg, seconded by Carlos Marquez to Approve the Agenda as presented.

Motion Approved: 4 – 0

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

4. CEMETERY CONSENT CALENDAR

Moved by Dustin Nigg, seconded by Carlos Marquez to Approve the Agenda as presented.

Motion Approved: 4 – 0

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

4.1 Minutes – June 14, 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 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
Approved 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 Wildomar's Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) Contractor
Authorized 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
None.

FUTURE AGENDA ITEMS
None.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING
There being no further business, Chair Morabito adjourned the meeting at 6:49 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: August 9, 2023

SUBJECT: Amended Minutes - February 8, 2023 - Regular Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the amended minutes as presented.

ATTACHMENTS:
1. February 8, 2023 Approved Minutes
2. February 8, 2023 Amended Minutes

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT –REGULAR MEETING
WEDNESDAY, FEBRUARY 8, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT
The regular session meeting was called to order by Chair Morabito at 7:45 p.m.

ROLL CALL
Members absent: Dustin Nigg

Staff in Attendance: City Manager York, City Attorney Jex, Community Development Director Bassi, Acting City Treasurer Jantz, Building Inspection Supervisor Burns, Economic Development Director Davidson, Public Works Director Farag, Senior Code Enforcement Officer Parker, 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 Carlos Marquez; seconded by Bridgette Moore 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 Carlos Marquez; seconded by Bridgette Moore 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-January 18, 2022-Regular Meeting
Approved Minutes as presented.

4.2 Warrant Register Cemetery January 2023
Approved the following:

For Fiscal Year 2022/2023.
1. Warrant Register dated 01-05-2023 in the amount of $14.99.
2. Warrant Register dated 01-12-2023 in the amount of $302.68.
3. Warrant Register dated 01-19-2023 in the amount of $2,679.04.

4.3 December 2022 Cemetery Treasurers Report
Approved the Treasurer's Report for December 2022.

4.4 2023 Wildomar Cemetery District Records Management Retention Schedule Update
Adopted a Resolution entitled:

RESOLUTION NO. WCD2023 - 01
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, WILDOMAR, CALIFORNIA, UPDATING THE RECORDS RETENTION SCHEDULE FOR THE WILDOMAR CEMETERY DISTRICT

5. CEMETERY PUBLIC HEARINGS
None.

6. CEMETERY GENERAL BUSINESS
None.

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 7:47 p.m.

Submitted by:

Daniel York
City Manager

Approved by:

Joseph Morabito
Chair

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT –REGULAR MEETING
WEDNESDAY, FEBRUARY 8, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT
The regular session meeting was called to order by Chair Morabito at 7:45 p.m.

ROLL CALL
Members absent: Dustin Nigg

Councilmember Nigg's absence was excused.

Staff in Attendance: City Manager York, City Attorney Jex, Community Development Director Bassi, Acting City Treasurer Jantz, Building Inspection Supervisor Burns, Economic Development Director Davidson, Public Works Director Farag, Senior Code Enforcement Officer Parker, 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 Carlos Marquez; seconded by Bridgette Moore 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 Carlos Marquez; seconded by Bridgette Moore 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-January 18, 2022-Regular Meeting
Approved Minutes as presented.

4.2 Warrant Register Cemetery January 2023
Approved the following:

For Fiscal Year 2022/2023.
1. Warrant Register dated 01-05-2023 in the amount of $14.99.
2. Warrant Register dated 01-12-2023 in the amount of $302.68.
3. Warrant Register dated 01-19-2023 in the amount of $2,679.04.

4.3 December 2022 Cemetery Treasurers Report
Approved the Treasurer's Report for December 2022.

4.4 2023 Wildomar Cemetery District Records Management Retention Schedule Update
Adopted a Resolution entitled:

RESOLUTION NO. WCD2023 - 01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, WILDOMAR, CALIFORNIA, UPDATING THE RECORDS RETENTION SCHEDULE FOR THE WILDOMAR CEMETERY DISTRICT

5. CEMETERY PUBLIC HEARINGS
None.

6. CEMETERY GENERAL BUSINESS
None.

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 7:47 p.m.

Submitted by:	Approved by:
~~Daniel York~~ Janet Morales ~~City Manager~~ City Clerk	Joseph Morabito Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: August 9, 2023

SUBJECT: Warrant Register Cemetery July 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
For Fiscal Year 2022/2023
1. Warrant Register dated 07-13-2023 in the amount of $2,560.38.
2. Warrant Register dated 07-20-2023 in the amount of $53.93.
3. Warrant Register dated 07-27-2023 in the amount of $4,620.68.

For Fiscal Year 2023/2024
1. Warrant Register dated 07-03-2023 in the amount of $19,919.
2. Warrant Register dated 07-13-2023 in the amount of $591.21.
3. Warrant Register dated 07-20-2023 in the amount of $61.95.
4. Warrant Register dated 07-27-2023 in the amount of $283.32.

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

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

ATTACHMENTS:
Warrant Reg CEM July 2023 Voucher Listings

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216869	7/13/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12440776		05/20/23-06/20/23 CEMETERY WATER SERVICE	1,188.78
					Total :	**1,188.78**
216870	7/13/2023	001986 TALENTZOK	174971	0000464	TEMPORARY STAFFING W/E 07/02/23	1,371.60
					Total :	**1,371.60**
	2 Vouchers for bank code :	wf			**Bank total :**	**2,560.38**
	2 Vouchers in this report				**Total vouchers :**	**2,560.38**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216917	7/20/2023	000790 SPARKLETTS	52023		CEMETERY DRINKING WATER THROUGH 05/20/23	96.32
			52023CR		CREDIT: CEMETERY THROUGH 05/20/23 CC	-48.88
			61723		CEMETERY DRINKING WATER THROUGH 06/17/23	6.49
					Total :	**53.93**

1 Vouchers for bank code : wf **Bank total : 53.93**

1 Vouchers in this report **Total vouchers : 53.93**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216953	7/27/2023	001300 DELL MARKETING L.P.	10675982522	0000461	REPLACEMENT COMPUTERS	4,620.68
					Total :	**4,620.68**

1 Vouchers for bank code : wf **Bank total :** **4,620.68**

1 Vouchers in this report **Total vouchers :** **4,620.68**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216814	7/3/2023	000433 GOLDEN STATE RISK MANAGEMENT, AU	GS2307100221		CEMETERY FY 23/24 WORKERS COMP/GEN LIAB/	19,386.00
			GS2307100221CR		CREDIT CEMETERY GL DIVIDEND FY 23/24	-327.00
					Total :	**19,059.00**
216815	7/3/2023	000434 PONTEM SOFTWARE BY RIA	12084		07/01/23-06/30/24 CEMETERY MANAGEMENT SO	860.00
					Total :	**860.00**
2	**Vouchers for bank code :**	wf			**Bank total :**	**19,919.00**
2	**Vouchers in this report**				**Total vouchers :**	**19,919.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216871	7/13/2023	000367 CINTAS CORPORATION	4160579428		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**141.66**
216872	7/13/2023	000186 RIGHTWAY	347528		07/03/23-07/30/23 (2) CEMETERY RESTROOM	449.55
					Total :	**449.55**
	2 Vouchers for bank code :	wf			**Bank total :**	**591.21**
	2 Vouchers in this report				**Total vouchers :**	**591.21**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216918	7/20/2023	000790 SPARKLETTS	71523		CEMETERY DRINKING WATER THROUGH 07/15/23	61.95
					Total :	**61.95**

1 Vouchers for bank code : wf **Bank total :** **61.95**

1 Vouchers in this report **Total vouchers :** **61.95**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216954	7/27/2023	000367 CINTAS CORPORATION	4161209861		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4161949909		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**283.32**

1 Vouchers for bank code : wf **Bank total :** **283.32**

1 Vouchers in this report **Total vouchers :** **283.32**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.4
Meeting Date: August 9, 2023

SUBJECT: June 2023 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

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

SUMMARY:
June 2023 Cemetery Treasurer's Report

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

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
June 2023

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 403,714.61	$ 403,714.61	$ 403,714.61	28.70%	0	5.24%
300	CAMP MANAGED ACCOUNT	$ 1,011,781.84	$ 1,011,781.84	$ 1,003,086.08	71.30%	771	Variable
	TOTAL	$ 1,415,496.45	$ 1,415,496.45	$ 1,406,800.69	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 402,145.20	$ -	$ 1,569.41	$ -	$ 403,714.61	5.24%
300	CAMP MANAGED ACCOUNT	$ 1,008,699.52	$ -	$ 3,082.32	$ -	$ 1,011,781.84	Variable
	TOTAL	$ 1,410,844.72	$ -	$ 4,651.73	$ -	$ 1,415,496.45	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

7/13/2023
Date

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount

of compensation, the maximum amount shall be one hundred fifty dollars ($150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

O