CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, FEBRUARY 14, 2024

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

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

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

Daniel York, City Manager/General Manager Thomas D. Jex, City Attorney/District Counsel

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

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

CALL TO ORDER – CLOSED SESSION - 5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION

Presented By: Thomas D Jex, City Attorney

RECOMMENDATION:

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

Project: Clinton Keith Street Widening Project (CIP 025)
Property: See below
Agency negotiators: Dan York
Negotiating parties: See below
Under negotiation: Instruction regarding price and terms of payment

APN | OWNER | ADDRESS

1. 376-410-021 | Damas Clinton Keith LLC | 24850/23980 Catt Road
2. 362-250-027 | Malak Hanna and Amira Girgis | NW corner of Iodine Springs/Clinton Keith
3. 362-250-031 | Angel Realty Investments, LLC | 35980 Iodine Springs Road
4. 362-250-019 | Robert C. Benecke and Sheila Benecke | N side of Clinton Keith at Inland Valley
5. 362-250-025 | Malak Ghobrial Hanna and Joseph Zakhary | N side of Clinton Keith at Inland Valley
6. 362-250-015 | Michael A. Kaner and Jamie P. Kaner | 24500 Catt Road
7. 380-250-002 | Johnson Family Trust | SW corner of Clinton Keith/Inland Valley
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9. 362-150-026 | Mt. San Jacinto Community College District | NE Corner of Clinton Keith/ Salida Del Sol
10. 380-250-004 | SPSSM Investments-LX, LP | 24671 Clinton Keith Road
11. 380-250-005 | Max and Jocelyn Lin | 24675 Clinton Keith Road
12. 380-520-001 | White Sable LLC; Wildomar One LLC | SW corner of Clinton Keith/Elizabeth
13. 380-290-002 | Jay Hariz | 24831 Clinton Keith Road
14. 380-290-008 | Joseph Kasiri Trust | 36030 Jana Lane
15. 380-300-008 | Kenneth and Barbara Thomas | 25041 Clinton Keith Road
16. 362-620-022 | Oakmont II Community Association | N side of Clinton Keith, E of Carrrington St.
17. 362-180-043 | Western Riverside Regional Conservation Agency | N side of Clinton Keith, btwn Carrington St. and Copper Craft Dr.

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

American National Property and Casualty Company v. City of Wildomar, et al; Case Number: CVSW2309974

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. Proclamations: Eagle Scouts Ryan Michael Galvan and Zackary Zander
2. Proclamation: Rare Disease Day

DEPARTMENT REPORTS

Fire Department Quarterly Update
Presented By: Lonny Olson, Fire Department

Wildomar Library Quarterly Update

Public Works/Engineering - Road Construction Updates
Presented By: Jason Farag, Public Works/ Engineering Department

General Plan Update Progress Report #20
Presented By: Matthew Bassi, Planning Department

Code Enforcement Quarterly Update (2023)
Presented By: Raul Berroteran, Code Enforcement 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. 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.*

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1. CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 City Council/Cemetery District Minutes - November 8, 2023.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.3 January 2024 Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 01-04-2023 in the amount of $194,224.22.
2. Warrant Register dated 01-11-2023 in the amount of $196,755.25.
3. Warrant Register dated 01-18-2023 in the amount of $3,115,302.15.
4. Warrant Register(s) dated 01-22-2023 in the amount of $4,311.42.
5. Warrant Register dated 01-23-2023 in the amount of $4,840.14.
6. Warrant Register dated 01-25-2023 in the amount of $465,174.76.
7. Wire Transfer Register dated 01-31-2024 in the amount of $175,575.85.
8. Payroll Register dated 02-01-2024 in the amount of $341,975.35.

1.4 December 2023 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

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

1.5 **2nd Reading of Ordinance No. 236 for the Adoption of the Abandoned Vehicle Abatement Program**
Presented By: John Parker , Code Enforcement Department

RECOMMENDATION:
Adopt an Ordinance entitled:

ORDINANCE NO. 236
AN ORDINANCE OF THE CITY COUNCIL OF CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 10.04.020, 10.04.030, 10.04.050, AND 10.04.070 OF THE WILDOMAR MUNICIPAL CODE, REGARDING ABANDONED VEHICLES – ENFORCEMENT AND ABATEMENT

1.6 **2nd Reading of Ordinance No. 237, Wildomar Council Salary Ordinance**
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:
Adopt an Ordinance entitled:

ORDINANCE NO. 237
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO ADJUST THE SALARIES OF THE COUNCILMEMBERS IN ACCORDANCE WITH CALIFORNIA LAW

1.7 **Adoption of Revised FY2022-23 GANN Limit**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23

1.8 **FY2022-23 Annual Development Impact Fee Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Receive and file the Annual report for the Development Impact Fees for the Fiscal Year Ending June 30th, 2023.

1.9 Revised Elected Official and City Staff Travel and Expense Policies
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S ELECTED OFFICIAL TRAVEL AND EXPENSE POLICY AND CITY STAFF TRAVEL AND EXPENSE POLICY

1.10 Clinton Keith and Stable Lanes Mass Grading Agreement
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the Mass Grading Agreement with Stable Lanes Village, LP (Developer).

1.11 Updates to Position Classification Descriptions, Revising Position Classification Schedule, and Adopting a New Pay Plan
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE MAINTENANCE MANAGER AND THE ENGINEERING DIVISION MANAGER CLASSIFICATION DESCRIPTIONS; AUTHORIZING THE CITY MANAGER TO AMEND FUTURE CLASSIFICATION DESCRIPTIONS, REQUIRING A PROFESSIONAL CIVIL ENGINEER LICENSE FOR THE SENIOR ENGINEER CLASSIFICATION; REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE MAINTENANCE MANAGER AND THE ENGINEERING DIVISION MANAGER CLASSIFICATIONS AND DESIGNATE SENIOR ENGINEER, SENIOR ACCOUNTANT AND SENIOR PLANNER CLASSIFICATIONS AS EXEMPT; AND AMENDING THE EXISTING PAY PLAN

1.12 Tri-Party Consultant Service Agreement for the Sycamore Academy Charter School Expansion Project Mitigated Negative Declaration (PA No. 24-0003)
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Sycamore Academy Charter School and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Sycamore Academy Charter School Expansion project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Sycamore Academy Charter School Expansion project.

1.13 Clinton Keith Road Widening Project (CIP 025) - Right-of-Way Acquisition
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Adopt a resolution entitled:

RESOLUTION 2024 - ___
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 CLINTON KEITH ROAD WIDENING PROJECT (CIP 025)

1.14 2nd Amendment to the Professional Services Agreement with PlaceWorks, Inc. for the General Plan Update Project
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
1. Authorize the City Manager to execute the second amendment to the Professional Services Agreement between the City of Wildomar and PlaceWorks, Inc. for General Plan Update to extend the agreement to February 22, 2026 (Attachment A); and

2. Appropriate an additional $95,000 to revenue account 280-3540 and approve a supplemental appropriation of $95,000 to account 280-430-4320-52115 to support the revised scope of work and assignments provided in Attachment A, Exhibit 1.

1.15 Amendment #3 to the Professional Services Agreement between City of Wildomar and PlaceWorks, Inc.
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
Authorize the City Manager to execute the 3rd amendment to the Professional Services Agreement between the City of Wildomar and PlaceWorks, Inc. for continued On-Call Planning Support Services.

1.16 Amendment #1 to the Professional Services Agreement between City of Wildomar and Architerra Design Group, Inc.
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
Authorize the City Manager to execute the 1st amendment to the Professional Services Agreement between the City of Wildomar and Architerra Design Group, Inc.

1.17 Memorandum of Understanding to Electronically Record Documents through the use of the Statewide Electronic Courier Universal Recording Environment (SECURE) using the Government to Government (G2G) Portal
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Authorize the City Manager to execute the Memorandum of Understanding (MOU) between the Owner Counties (Los Angeles, Orange, Riverside and San Diego) and the City of Wildomar for the use of the SECURE G2G Portal to Electronically Record Documents.

1.18 Fourth Amendment to Professional Services Agreement with Interwest Consulting Group, Inc. for On-Call / Staff Augmentation Services â€“ Building and Safety
Presented By: Scott Burns , Building and Safety Department

RECOMMENDATION:
Authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement with Interwest Consulting Group, Inc. for On-Call / Staff Augmentation Services – Building and Safety.

1.19 Contract Contingency Adjustment - CIP 057-2/058-2 (Road Rehab and Slurry Seal Projects)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Public Works Director to approve final change orders not to exceed 25% of the construction contract amount (contingency) for the Road Rehab and Slurry Seal Projects (CIP 057-2 and CIP 058-2), for a total project construction budget of $4,741,375.70.

2. PUBLIC HEARINGS

2.1 Zoning Ordinance Amendment No. 2023-06 (Fencing)

Presented By: Abdu Lachgar , Planning Department

RECOMMENDATION:

The Planning Commission recommends the City Council take the following actions:

1. Determine that Zoning Ordinance Amendment No. 2023-06 meets the findings for a General Rule exemption in accordance with Section 15061(B)(3) of CEQA; and

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

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-06 TO AMEND SECTION 17.172.205 (FENCES) OF THE WILDOMAR MUNICIPAL CODE

2.2 Consideration of Resolution of Necessity for Condemnation of Vacant Property located at the Southeast Corner of Palomar Street and Cert Street for the Palomar Street Widening Project, Phase 2 (CIP 028-2)

Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:

1. Conduct a public hearing on the proposed Resolution 2024-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and

2. Review the evidence presented, including this staff report and public comments, and close the hearing; and

3. Find that on November 10, 2021, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project, and that no additional CEQA findings are required for the Project; and

4. Adopt the Resolution entitled:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

3. GENERAL BUSINESS

3.1 FY2023-24 Mid-Year Budget Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Review and approve the Fiscal Year 2023-24 Mid-Year Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

3.2 Proposed Revisions to the City Entry Sign Design

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

Approve the revisions to the City Entry Sign Design.

3.3 Allocation of Community Development Block Grant (CDBG) Funds for the 2024/2025 CDBG Program Year

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2024/2025

3.4 Illegal Dumping and Administrative Citation Ordinance Amendment

Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:

1. Introduce an Ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 9.52.200 AND 1.16.080 OF THE WILDOMAR MUNICIPAL CODE REGARDING ILLEGAL DUMPING AND ADMINISTRATIVE CITATIONS

2. Find that the ordinance amendment is exempt from CEQA pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378

3.5 **Homeless Services Memorandum of Understanding (MOU) with Murrieta**
Presented By: Daniel A York , City Manager

RECOMMENDATION:
1) Authorize the City Manager to execute the Memorandum of Understanding with the City of Murrieta as illustrated in Attachment A

2) Approve a supplemental appropriation in the Measure AA fund for FY 2023-24 in the amount of $91,176.45 for Homeless services between Wildomar and Murrieta

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
1. Amend Fencing Requirements - Benoit - Mar 2024
2. Illegal Dumping Fee - Marquez - Mar 2024

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 **January 2024 Warrant Register Cemetery**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 12-07-2023 in the amount of $994.58.
2. Warrant Register dated 12-14-2023 in the amount of $2,331.27.
3. Warrant Register dated 12-21-2023 in the amount of $6,837.34.

4.2 **December 2023 Cemetery Treasurers Report**
Presented By: Adam Jantz , Administrative Services Department

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

4.3 **City Council/Cemetery District Minutes - November 8, 2023.**
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

5. CEMETERY PUBLIC HEARINGS
None scheduled.

6. CEMETERY GENERAL BUSINESS
None scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

MEETINGS
Regular City Council Meetings are held on the 2nd Wednesday of every month at 6:00 P.M. in the City Council Chambers, 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595.

VIEW THE MEETING

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

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

3. Watch Live | https://www.cityofwildomar.org/129/Agendas-Videos-Watch-Live | Click on the "In Progress" or "Live Video Link"

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

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

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

REPORTS
All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: 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.

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: February 8, 2024

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: February 14, 2024

SUBJECT: CLOSED SESSION

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

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

Project: Clinton Keith Street Widening Project (CIP 025)
Property: See below
Agency negotiators: Dan York
Negotiating parties: See below
Under negotiation: Instruction regarding price and terms of payment

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CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: February 14, 2024

SUBJECT: Fire Department Quarterly Update

SUBMITTED BY: Lonny Olson

PREPARED BY: Lonny Olson

FISCAL IMPACT:
As this is only a report, there is no fiscal impact.

ATTACHMENTS:
1. Oct - Dec 2023 Report

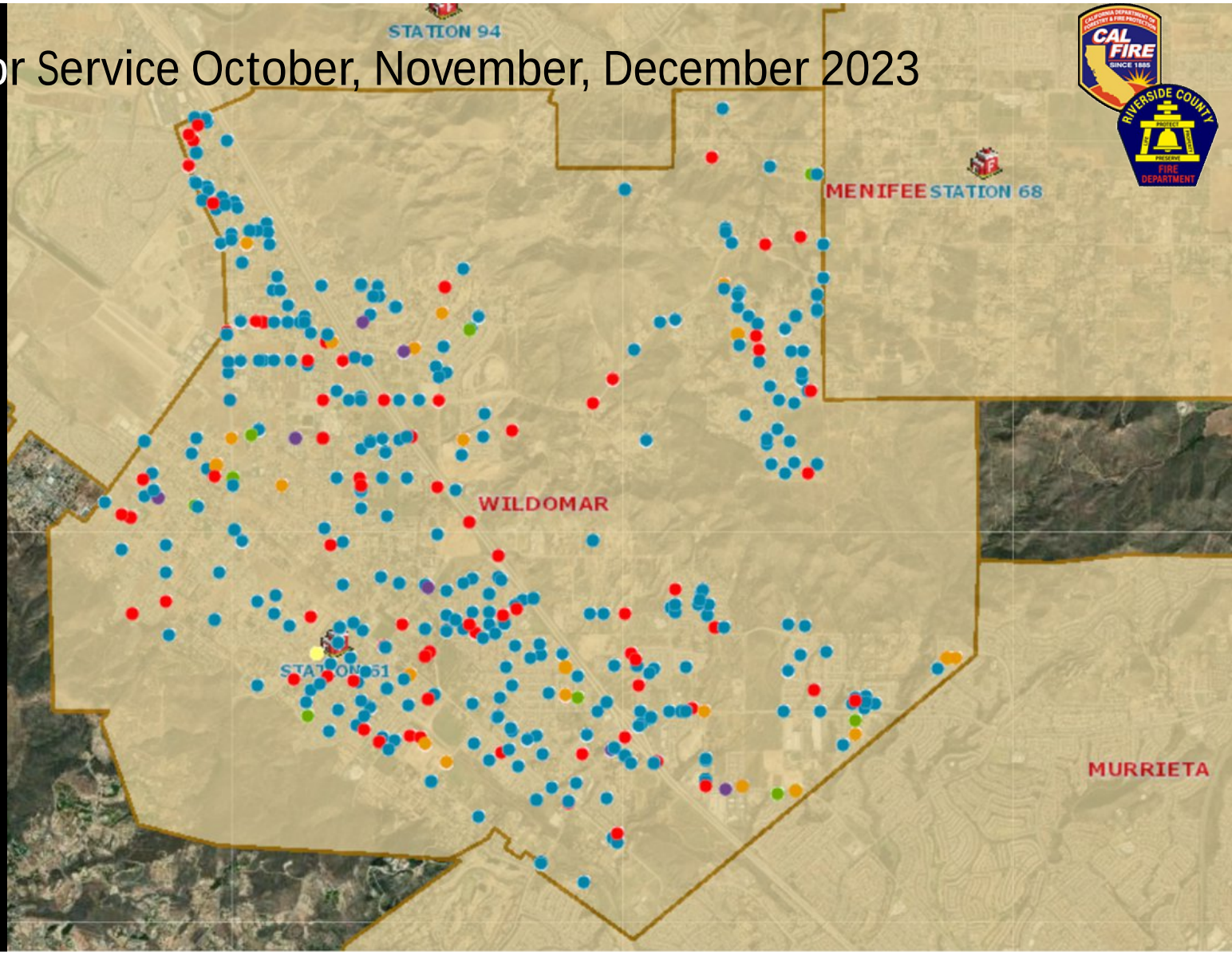


CITY OF WILDOMAR
CAL FIRE / Riverside County Fire
Quarterly Report

Calls For Service October, November, December 2023

TOTAL CALLS FOR SERVICE = 911

- Wildomar Fire Station = 607
- Canyon Hills Fire Station = 38
- Menifee Fire Station = 93
- Rancho California Fire Station = 4
- Bear Creek Fire Station = 169



False Alarm	72	7.9%
Haz Mat	1	0.1%
Medical	679	74.5%
Other Fire	15	1.6%
Other Misc	9	1.0%
Public Service Assist	42	4.6%
Res Fire	3	0.3%
Rescue	1	0.1%
Ringing Alarm	3	0.3%
Standby	11	1.2%
Traffic Collision	66	7.2%
Vehicle Fire	6	0.7%
Wildland Fire	3	0.3%
Total:	911	100.0%

Calls For Service October, November, December 2023

- Response time average: 5.1
- Engine 61: 497
- Medic Squad 61: 477

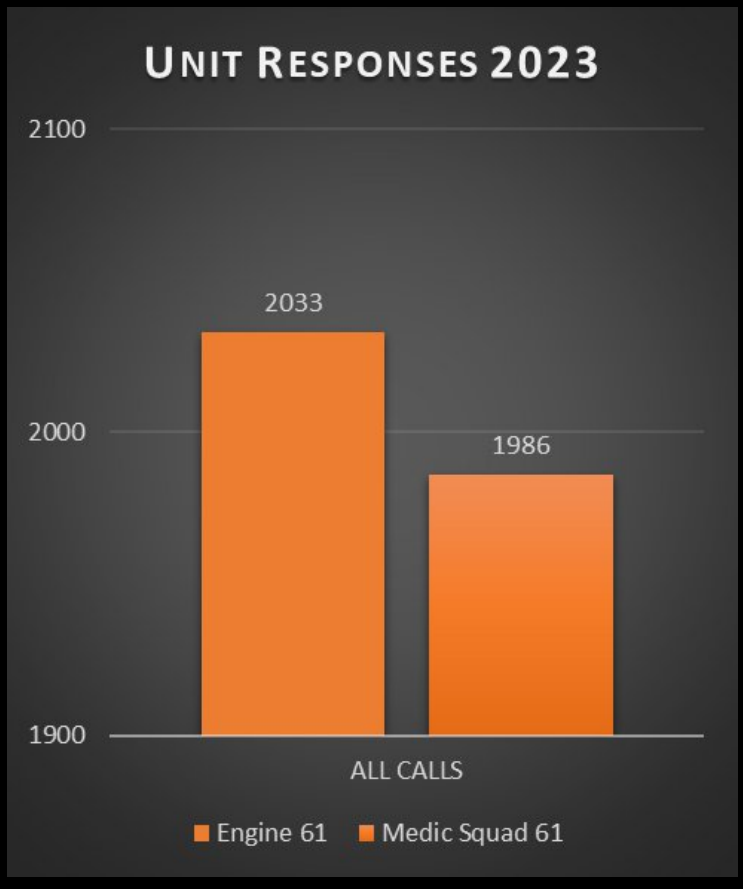
WILDOMAR
FIRE MARSHALS OFFICE

- 378 Fire, Building and Public Works plan reviews
- 4105 Fire Inspections
- 10 Day plan review turnaround time goal
  -Averaged 10.5-day turnaround.
- 2 Day Inspection turnaround time goal
  -Averaged 2-day turnaround.

CALLS FOR SERVICE - 2023

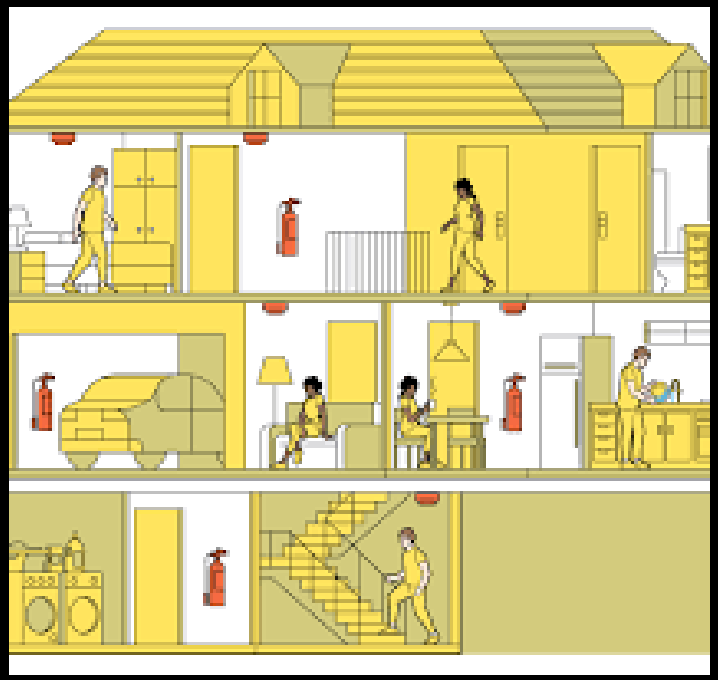


- 5.4-minute response time average

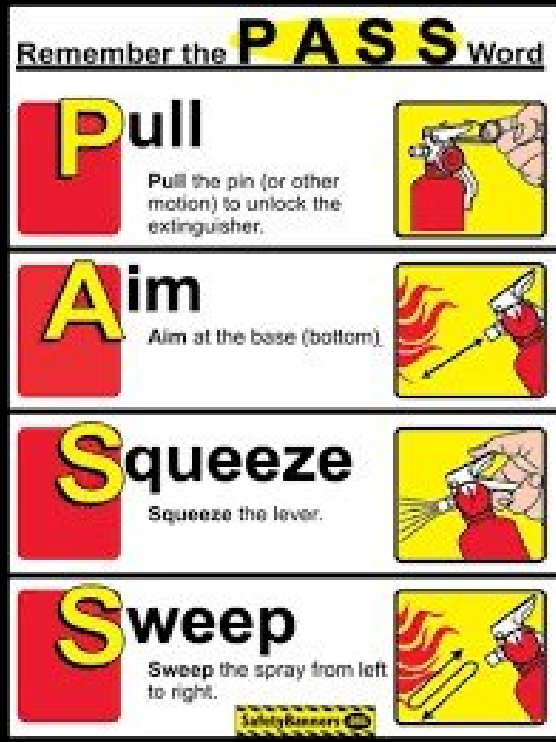


- 3739 CALLS FOR SERVICE









Recommendations:

- ❖Replace every 12 years
- ❖5lb for a normal size room



Presented by Chief Lonny Olson

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: February 14, 2024

SUBJECT: Wildomar Library Quarterly Update

FISCAL IMPACT:
This is only an update report, therefore it does not have any fiscal impact.

ATTACHMENTS:
1. Wildomar Library Presentation

Wildomar Library Report

Fourth Quarter:
October November December2023



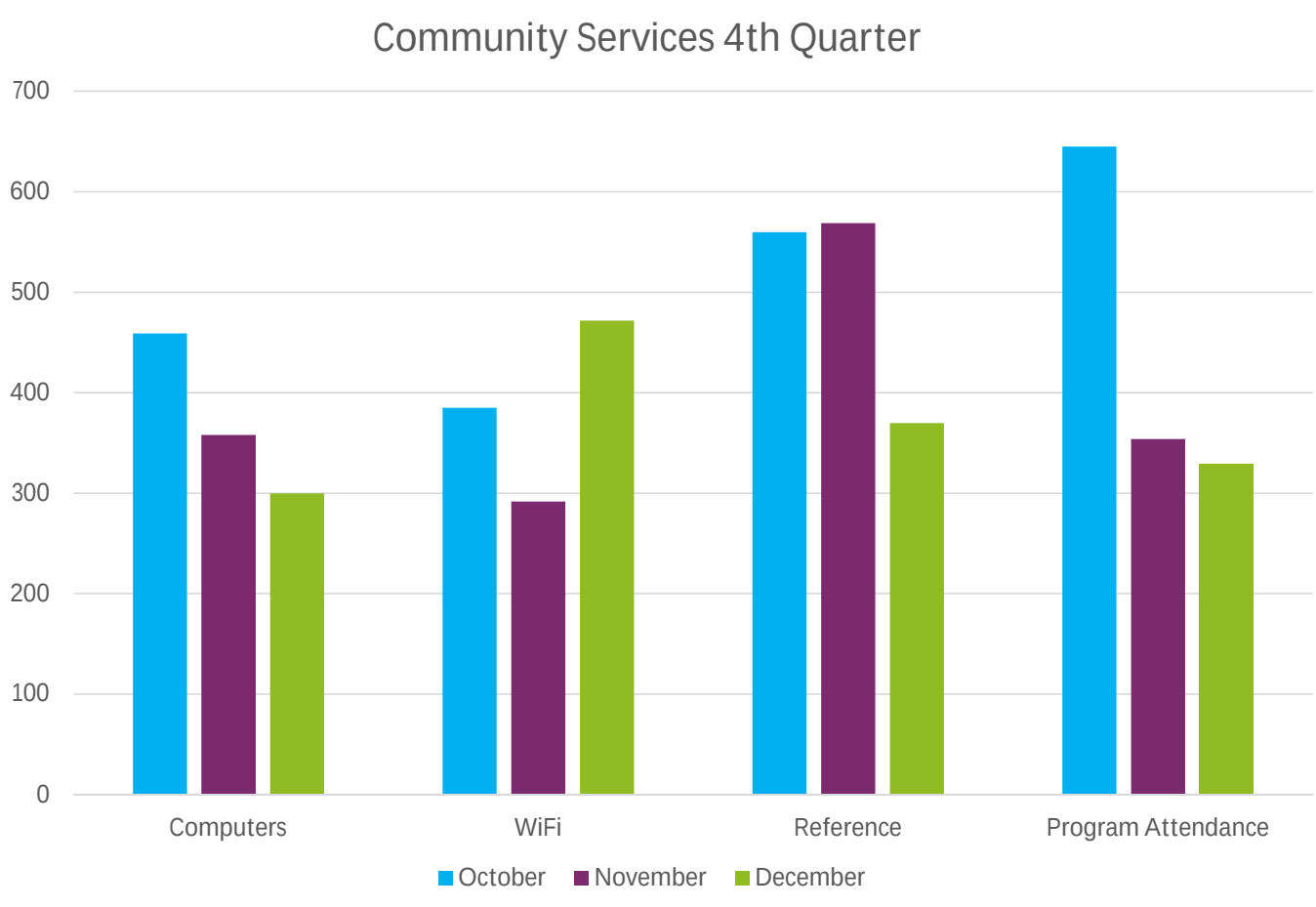
Community Services

Computer
459 / 358 / 300 = 1,117

WiFi Use
385 / 292 / 472 = 1,149

Reference
560 / 569 / 370 = 1,499

Program Attendance
645 / 354 / 329 = 1,328



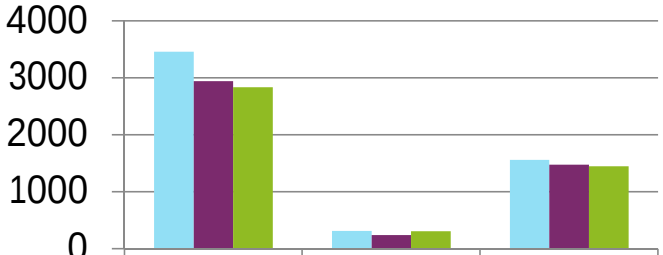
Literacy and Educational Services



- Total Visits 5446 /4629 / 2793 Total 12,868
- Circulation 5338 / 4663 / 4602 Total 14,603
- Total Programs 29 / 25 / 23 Total 77

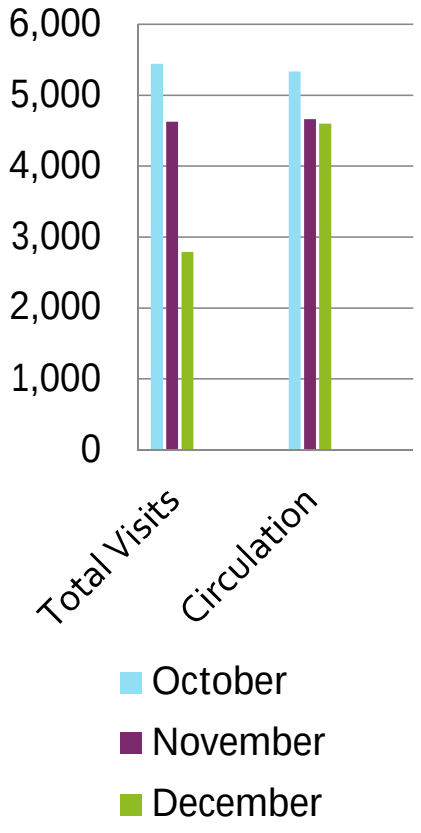
- New Memberships 57 / 43 / 40 Total 140
- Total Open Hours 192 / 164 / 177 Total 533

Circulation by Age Category



	Child	YA	Adult
October	3460	314	1564
November	2942	242	1479
December	2838	313	1451

Library Traffic



Contact Us!

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

Visit Us!

34303 Mission Trail, Wildomar
www.rivlib.net

Follow Us!

Facebook, Instagram



CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: February 14, 2024

SUBJECT: Public Works/Engineering - Road Construction Updates

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

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

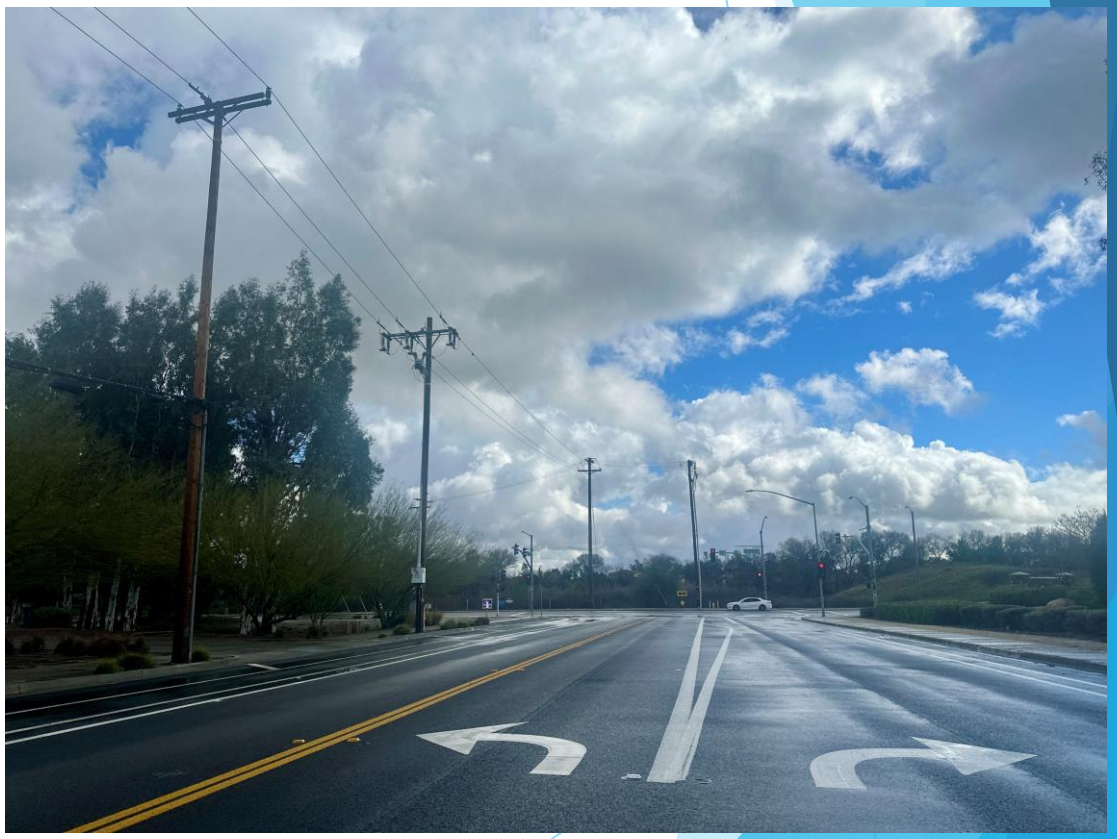
City of Wildomar

February 14, 2024



Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)

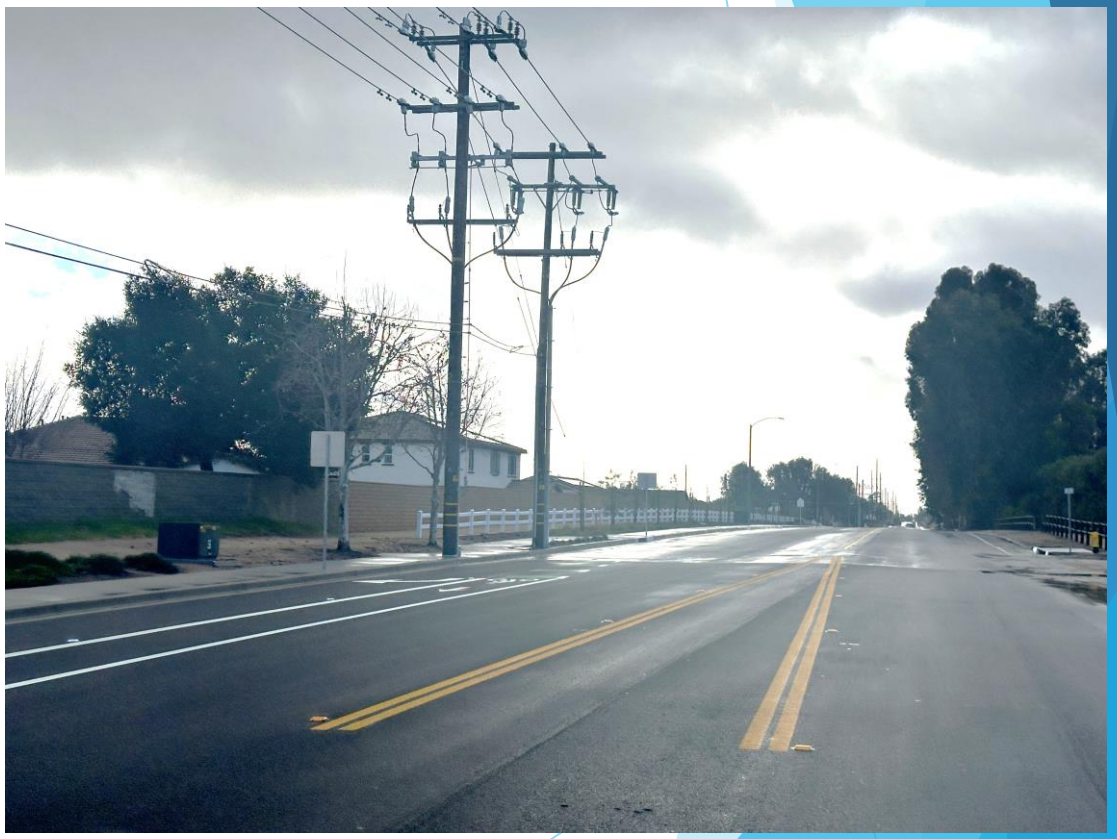




Pavement rehab and striping on Grand Ave.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)





Pavement rehab and striping on Grand Ave.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)





Pavement rehab and striping on Clinton Keith Rd.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)

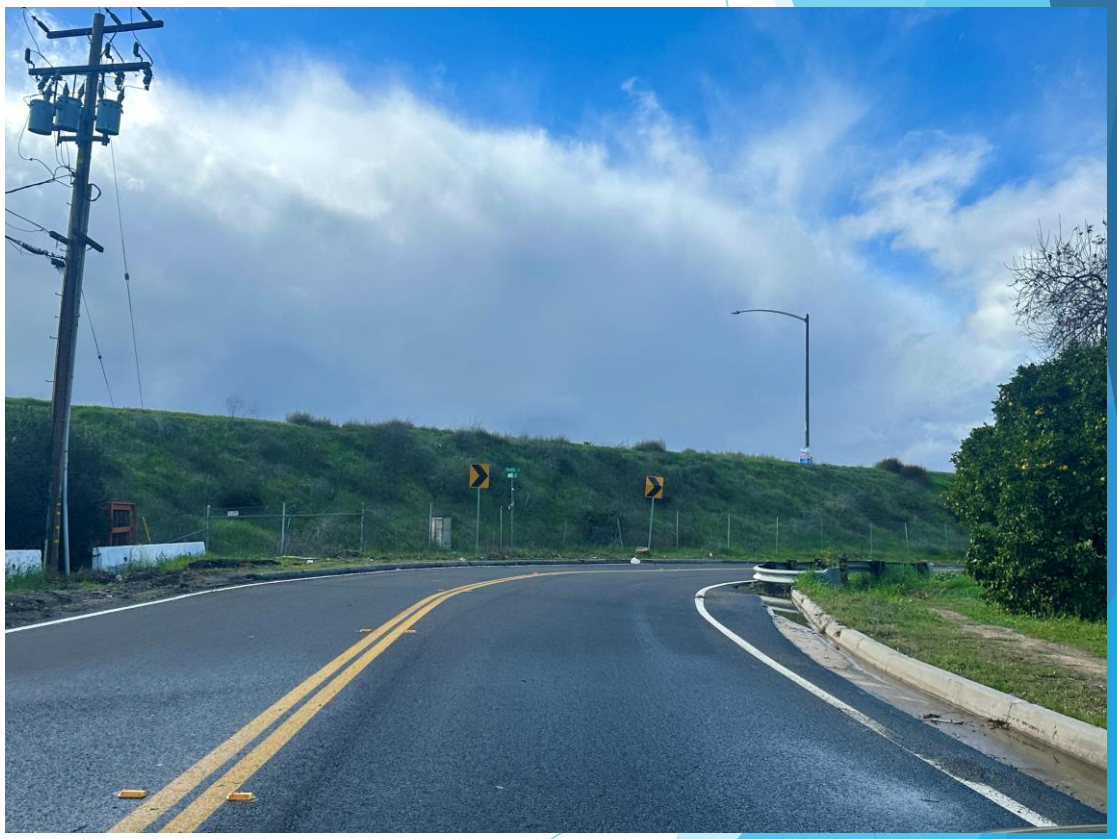




Pavement rehab and striping on Walnut St.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)

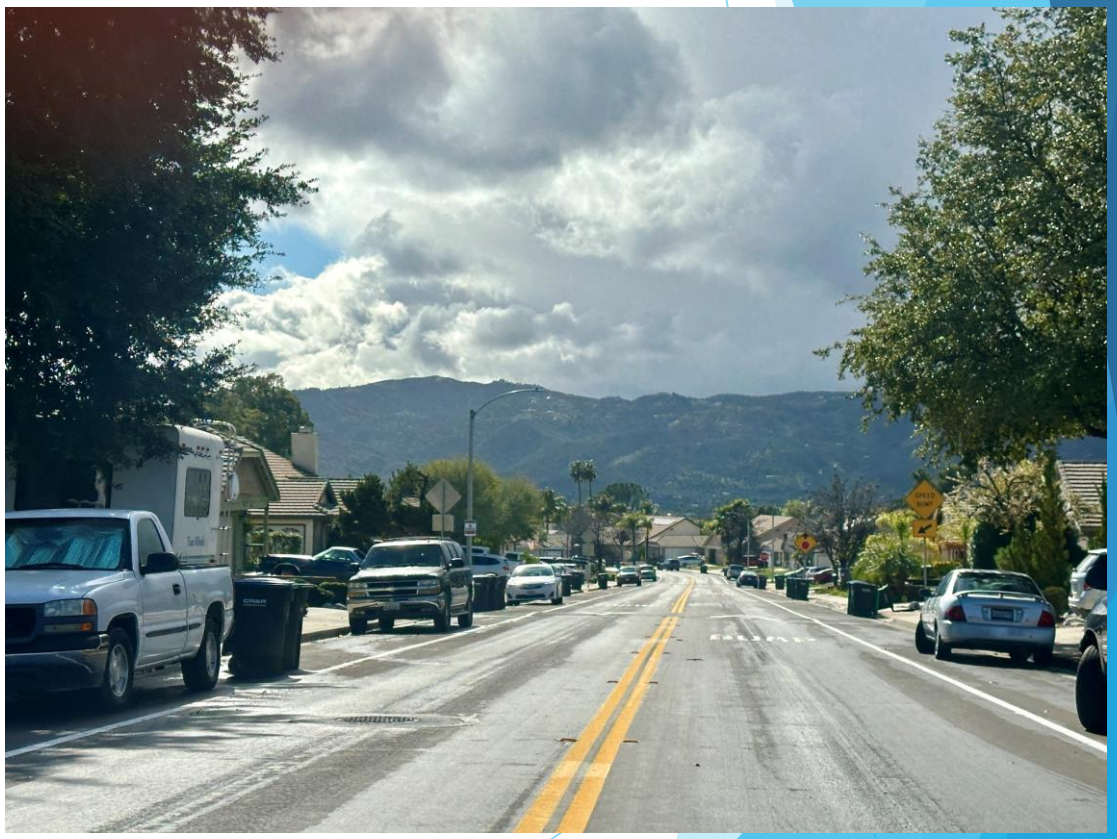




Pavement rehab and striping on Cherry St. and Waite St.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)





Pavement rehab and striping on Sellers Rd. and Canyon Ranch Rd.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)

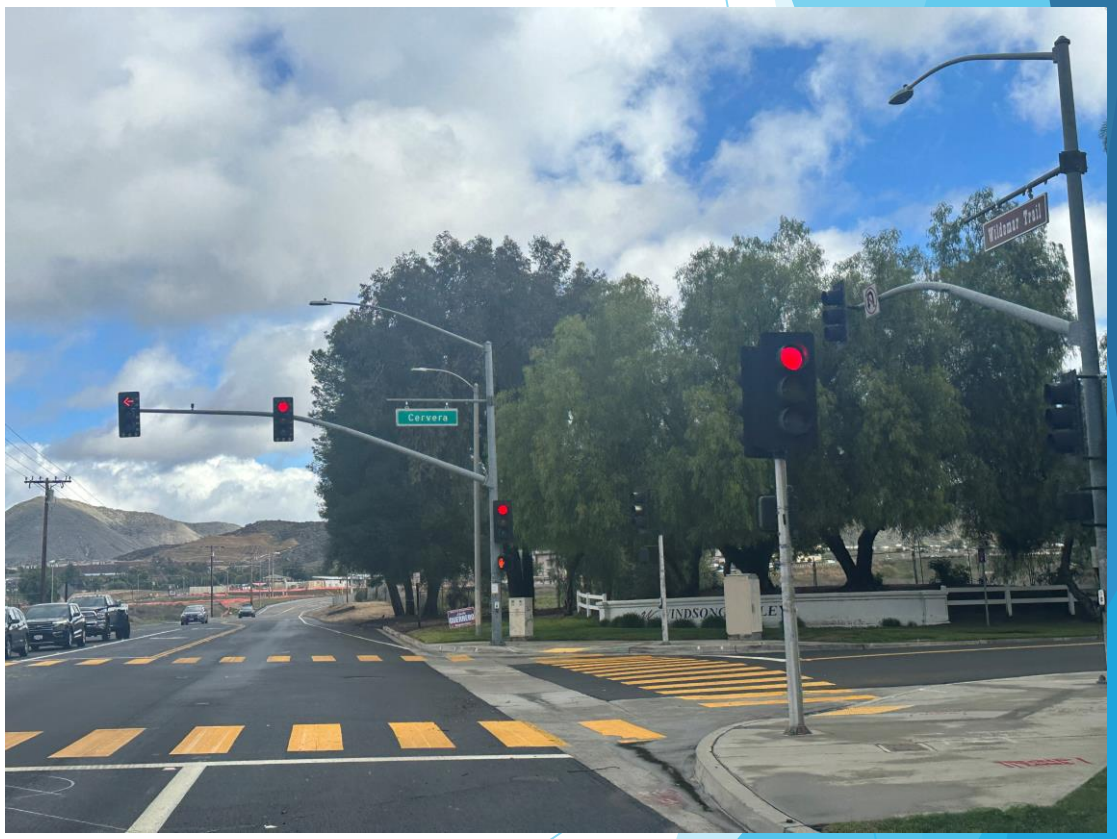




Pavement rehab and striping on Wildomar Trail

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)





Pavement rehab and striping at Wildomar Trail and Cervera Rd.

Road Rehab & Slurry Seal Project (CIP 057-2, CIP 058-2)





Completed Slurry Seal Streets



Boulder Creek (Beazer Homes)

- Paving and striping complete on McVicar St.



Boulder Creek (Beazer Homes)

- McVicar St./Murrieta Creek Culvert Construction complete.

Other Notes

Boulder Creek (Beazer Homes)

- Traffic Signal construction and intersection improvements at Palomar St./McVicar St. still pending.
  - Storm drain construction tentatively scheduled for March.
  - Paving tentatively scheduled for April.
  - Traffic signal installation tentatively scheduled for April-August.

Horizons (Lennar)

- Prielipp Rd./Elizabeth Ln.
- Revisions to final improvements and striping on Elizabeth Ln. ready for final approvals.

Villa Siena Apartments

- Prielipp Rd./Elizabeth Ln./Jana Ln.
- Revisions to final improvements and striping on Elizabeth Ln. ready for final approvals.
- Revisions to final improvements on Jana Ln. approved and improvements are near completion.

Other Notes

Verano (KB Homes)

- Monte Vista Dr./Summer Sage Way
- Project continuing to progress in construction.

Avalino (DR Horton)

- Palomar St. and Washington Ave. work expected to begin in February.
- Initial work will include utility tie-ins.
- Sewer construction will follow utility tie-ins and will extend from Murrieta City limits into Wildomar. Tentatively scheduled to be complete by May-June.
- Palomar St. improvements near Starbuck Cr. will follow after sewer work is completed. Tentatively scheduled to be complete around September.
- A full road closure is not planned, but single lane closures with flagging will occur throughout the duration of work.
- Notices will be posted online as schedules are finalized.

Other Notes

Caltrans I-15 Improvements

- ADA Ramp and Stamped Concrete are complete.
- Remaining Work:
  - **Bundy Canyon Rd.**
    - Widening left (west) side of the North Bound on-ramp. This will require a 10-day continuous closure of the on-ramp. Notices and detour signage will be posted in advance of the closure.
    - New asphalt near curbs and gutters
    - Install pedestrian pushbuttons and signal faces at each ramp crossing
    - Video detection installation
    - Replace roadside signs
    - Paint new crosswalks
  - **Clinton Keith Rd.**
    - Concrete spandrel replacements near curbs and gutters
    - Install Pedestrian pushbuttons and signal faces at each ramp crossing
    - Replace roadside signs
    - Paint new crosswalks



Questions?

For regular updates, visit:

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

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: February 14, 2024

SUBJECT: General Plan Update Progress Report #20

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

SUMMARY:
Staff provided the City Council with a verbal briefing of the General Plan Update at its last meeting of January 17, 2024. This current briefing primarily covers the month of January, 2024. The following is a summary of the recent task assignments completed this past month or so, and the tasks/assignments coming forth over the next 30+ days. For more details and up-to-date items, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

DISCUSSION:
Tasks/Assignments Accomplished (previous 30 +/- days):
• Continued work on the General Plan and EIR document by our General Plan team.

• The GP team held Public Workshop #3 on January 23, 2024. There were about 15 residents in attendance…..all provided great feedback on the goals, policies and action programs.

Upcoming Tasks/Assignments (Next 1 – 3 months):
• Both the draft General Plan and EIR documents will be completed and submitted for staff review by February 8th and 15th, respectively.

• Planning Commission study session to discuss the draft goals, policies & action programs, including a discussion about land use types is tentatively scheduled for February 21st.

• City Council study session to discuss the draft goals, policies & action programs, including a discussion about land use types is tentatively scheduled for March 20th.

• Staff is targeting release the DEIR & GP Document for a 45-day public review period between April 17 – April 24.

• Continued work on the new Wildomar Development Code (WDC) with the 1st admin. draft document due around April 11th.

• General Plan/EIR public hearings with Commission/Council targeted for mid-July/August, respectively.

• Website visit have now reached nearly 4,000 unique visitors since June 2022 release.

FISCAL IMPACT:
This is only a progress report and does not appropriate any funds. Therefore, it does not have any fiscal impact.

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: February 14, 2024

SUBJECT: Code Enforcement Quarterly Update (2023)

SUBMITTED BY: Raul Berroteran

PREPARED BY: Raul Berroteran

SUMMARY:
Code Enforcement Quarterly Update (2023) on stats and cases.

BACKGROUND:
Discussion.

FISCAL IMPACT:
This is only an update report and therefore has no fiscal impact.

ATTACHMENTS:
Community Development code2.pdf

Community Development

Code Enforcement Division

Quarterly Update For

August - January
2023-2024

Homeless Outreach
August - January 2024





- August: 10 Males, 2 Females (One Arrested on warrants, and 11 Refused Services)
- September: 3 Males (3 Refused Services)
- October: 4 Males (1 Arrested on warrants, 3 Refused Services)
- November: No Contact
- December: 3 Males (Refused Services)
- January 2024:

Homeless Outreach

August – January 2024

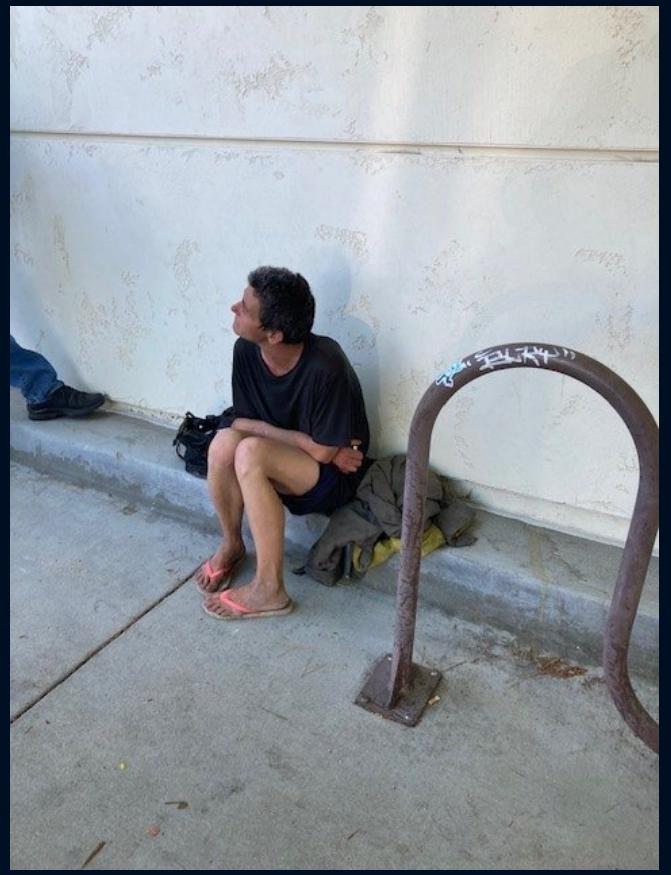
Bundy Canyon Blvd. Sleeping in a Vehicle.



Homeless Outreach

August – January 2024
Oak Creek Shopping Center





Homeless Outreach

August – January 2024

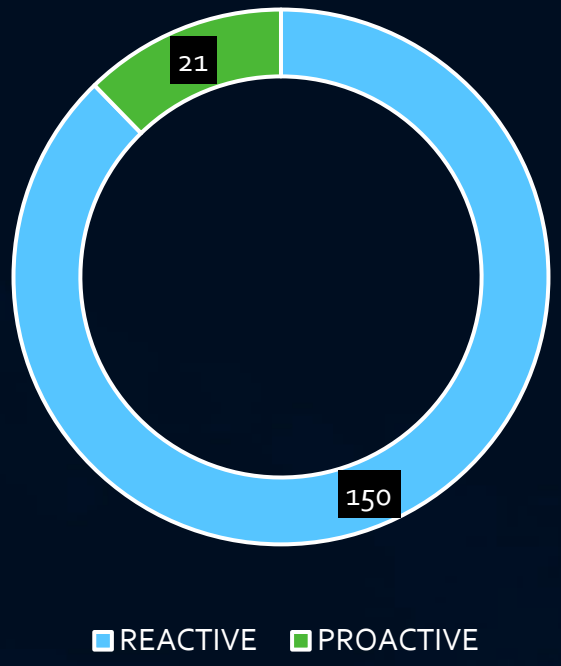
Cottonwood Canyon.



Code Enforcement Stats

August – January 2024

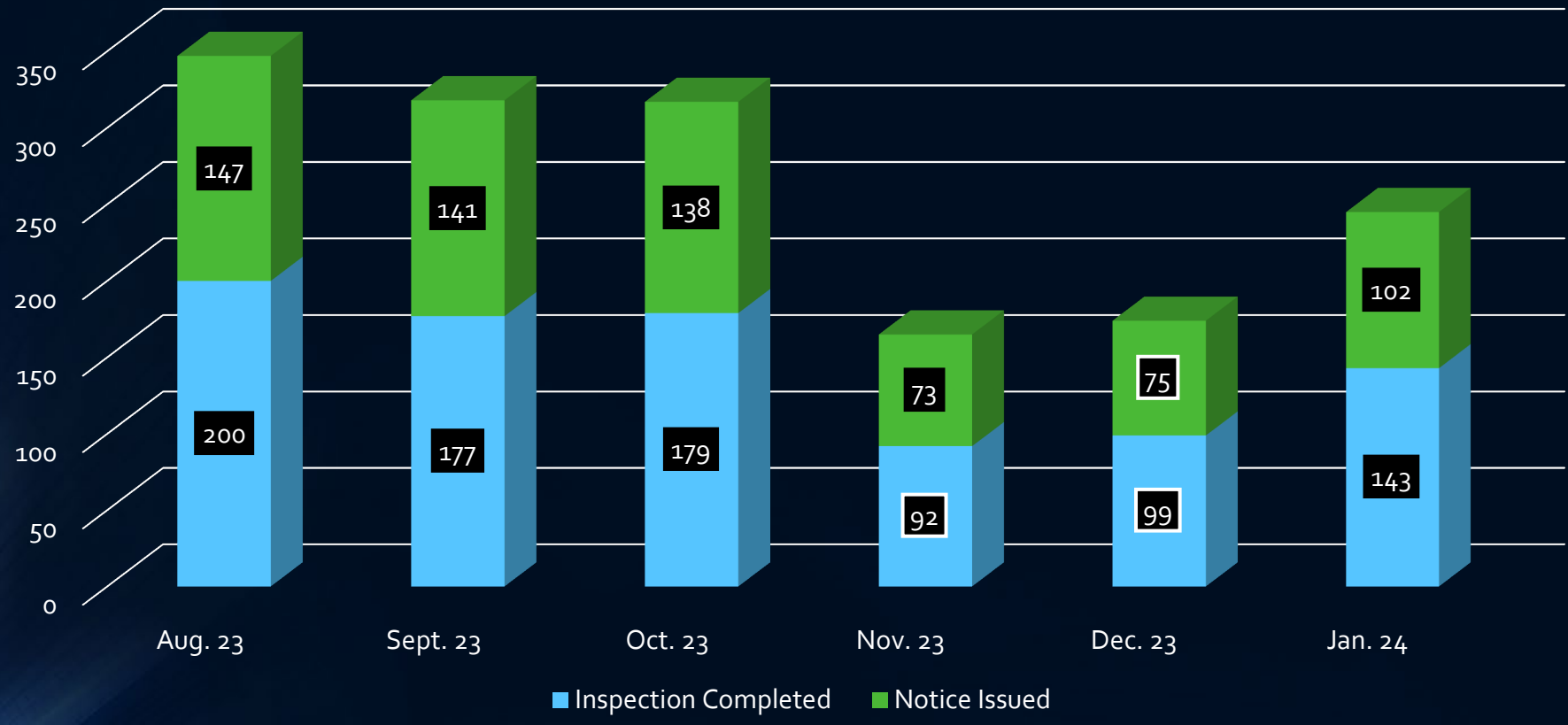
Cases Created 171



Code Enforcement Stats

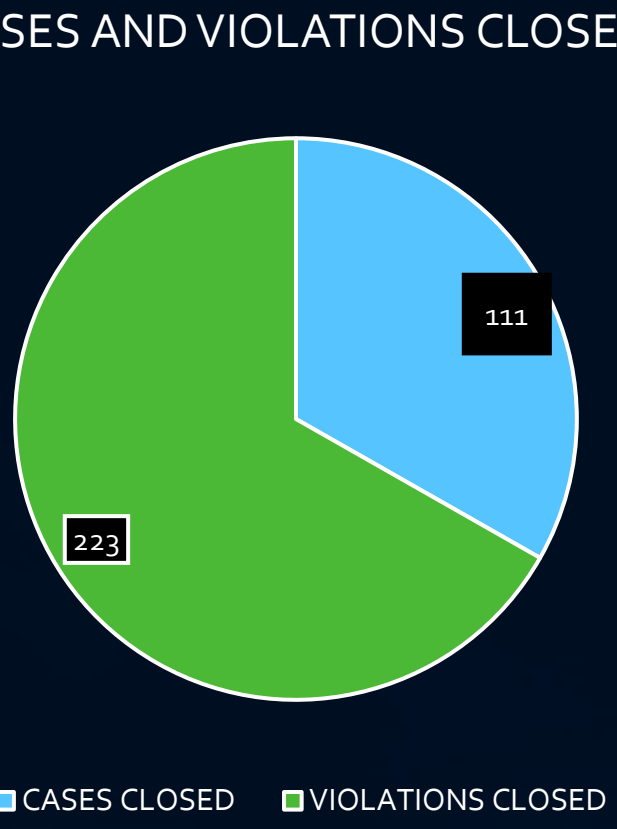
August – January 2024

Activities Performed



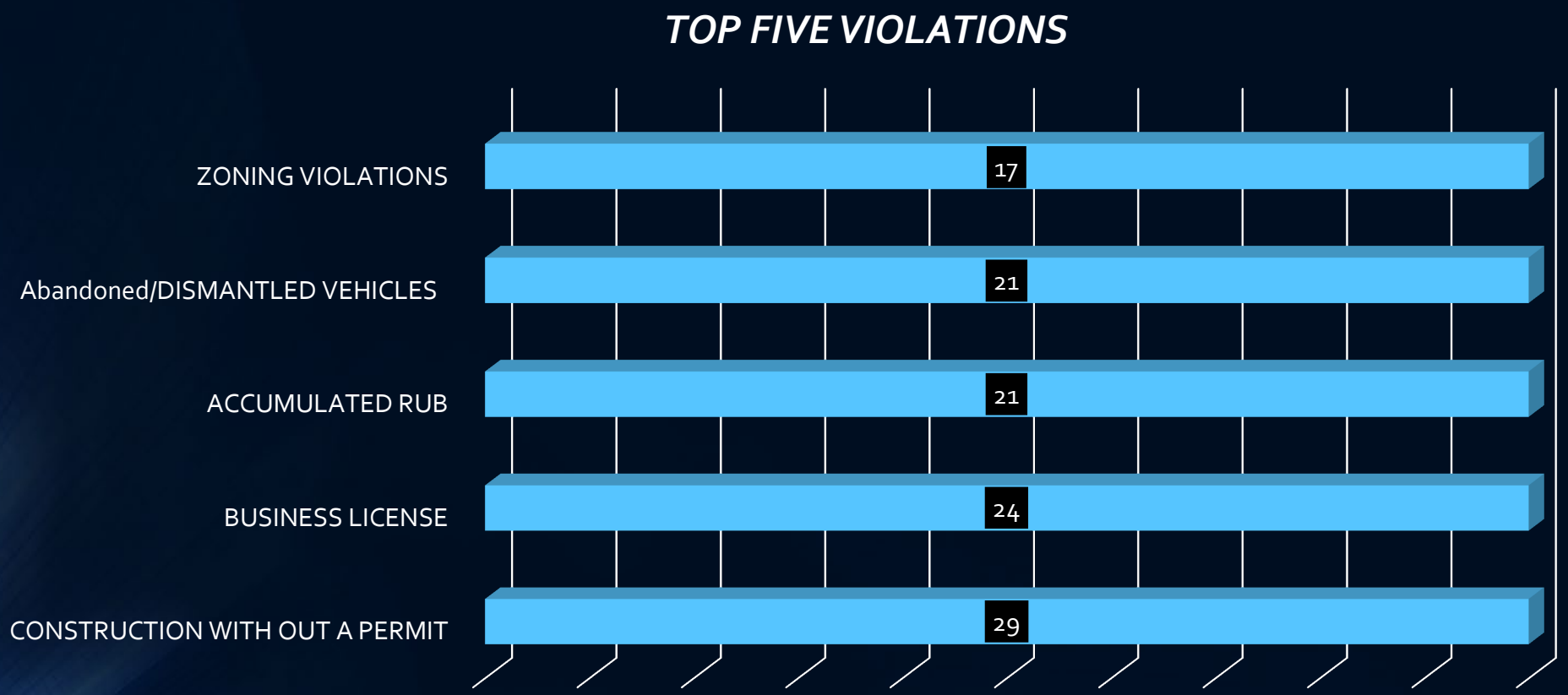
Code Enforcement Stats

August – January 2024



Code Enforcement Stats

August – January 2024



Bundy Canyon Rd.

Cited for and dumping human waste





The off-ramp at Clinton Keith Rd.





Kolo Court

Overgrown Weeds





Wanki Ave.

An overgrown tree onto the public right away, and a basketball hoop in the street.





Bundy Canyon Rd.

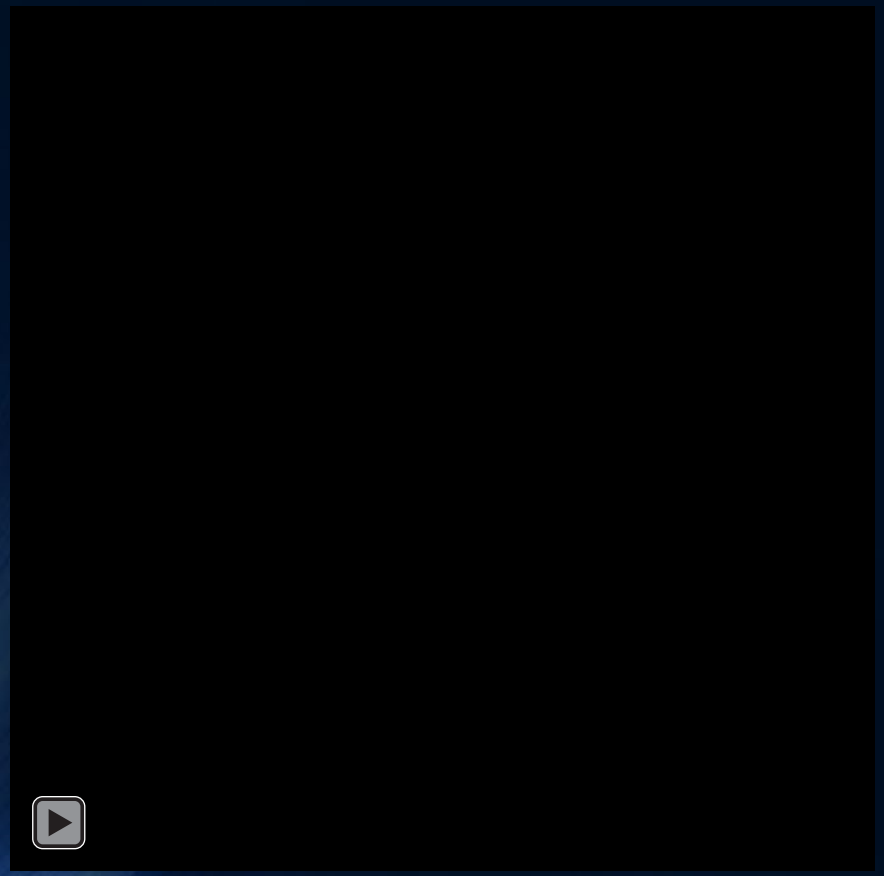
Vacant structure





Palomar St. and Wildomar Trail

Taco vendor





OFFICE OF EMERGENCY MANAGEMENT

- January 31, 2024

FEMA/ICS Training for City Staff

- The Great Shakeout



Questions



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: February 14, 2024

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: February 14, 2024

SUBJECT: City Council/Cemetery District Minutes - November 8, 2023.

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. City Council_Cemetery District Minutes 11-08-2023

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, NOVEMBER 8, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

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

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

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

ROLL CALL

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

Members absent: Dustin Nigg

PUBLIC COMMENTS

No public comments.

CLOSED SESSION

CLOSED SESSION

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

Title: City Attorney

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to

litigation.

3.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:

James Bush and Theresa Bush v. Carlos Alberto Aracena, Verio Healthcare, Inc and City of Wildomar; Case No. CVSW2308821

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated that the City Council met in Closed Session in regards to all the items on the closed session. No reportable actions for Item #1 or Item #2. Regarding Item #3, the City Council voted unanimously 4-0 to defend the litigation.

ADJOURN CLOSED SESSION

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

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

The Regular Meeting of the Wildomar City Council was called to order by Mayor Morabito at 6:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

Staff in attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Economic Development Director Davidson, Public Works Director Farag, Administrative Services Director Schrader, Community Services Director Torres, Finance Manager Jantz, Code Enforcement Supervisor Berroteran and Human Resources/Risk Manager Wolf.

FLAG SALUTE

The flag salute was led by Community Services Director Torres.

PRESENTATIONS

There were no presentations.

DEPARTMENT REPORTS

Wildomar 1st Quarter Fire Department Update

Fire Chief Olsen presented the report.

Wildomar Police Department Update

Deputy Crivello and Deputy Hibbler presented the report.

Wildomar Library Quarterly Update

Branch Manager Pike and Librarian Brautigam presented the report.

General Plan Update Progress Report #17

Community Development Director Bassi presented the report.

PUBLIC COMMENTS

There were no public comments.

COUNCIL COMMUNICATIONS

The City Council members spoke regarding various committees, comm1ss1ons, 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: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito

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

1.1) Reading of Ordinances

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

1.2) Warrant Register October 2023

Suggested Action: Approved the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 10-05-2023 in the amount of $1,867.20
2. Warrant Register dated 10-12-2023 in the amount of $56,032.11
3. Warrant Register dated 10-19-2023 in the amount of $1,285,286.77
4. Warrant Register dated 10-26-2023 in the amount of $165.

For Fiscal Year 2023/2024

5. Warrant Register dated 10-03-2023 in the amount of $609
6. Warrant Register dated 10-05-2023 in the amount of $354,437.71
7. Warrant Register dated 10-12-2023 in the amount of $292,849.61
8. Warrant Register dated 10-19-2023 in the amount of $140,333.04
9. Warrant Register(s) dated 10-26-2023 in the amount of $271,130.21
10.Warrant Register dated 10-31-2023 in the amount of $609
11. Wire Transfer Register dated 10-31-2023 in the amount of $60,975.18.12
12. Payroll Register dated 11-01-2023 in the amount of $211,475.50.

1.3) September 2023 City Treasurers Report

Suggested Action: Approved the Treasurer's Report for September 2023.

1.4) Tri-Party Consultant Service Agreement for the Largo Industrial Project Mitigated Negative Declaration (PA 23-0118)

Suggested Action: 1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Largo Concrete, Inc. and PlaceWorks, Inc. for the preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project; and

2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project.

1.5) Fund Balance and Reserve Policy

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 66
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A FUND BALANCE AND RESERVE POLICY

1.6) Flock Safety Automatic License Plate Reader Master Services Agreement

Suggested Action: 1. Approved and Authorized the City Manager to Execute the Master Services Agreement with Flock Safety for the Flock Safety License Plate Reader Cameras and Platform which Includes an additional seven cameras.

2. Approved a supplemental appropriation in the Measure AA fund in the amount of $18,550 for the deployment of seven new cameras within City limits.

1.7) First Amendment to the Streetlight Maintenance Implementation Agreement with the Western Riverside Council of Governments (WRCOG) and Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC

Suggested Action: 1. Approved and authorized the City Manager to execute a First Amendment to the Implementation Agreement with the Western Riverside Council of Governments (WRCOG);and

2. Approved and authorized the City Manager to execute Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC.

1.8) Agreement with Architerra, Inc. dba Architerra Design Group for Landscape Architecture and Construction Management Services for the Landscape Maintenance District Enhancements Project (CIP 100)

Suggested Action: 1. Authorized the City Manager to execute a Services Agreement in the amount of $300,000 with Architerra, Inc. for landscape architecture and construction management services for the

Landscape Maintenance District Enhancements Project.

2. Approved a budget appropriation of $335,000 in revenue and expenditures for various funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate maintenance district funds to the Project.

1.9) Funding Agreements with the Riverside County Transportation Commission for the Clinton Keith Rd. Widening and Bundy Canyon Rd. Improvement, Segments 2 and 3, Projects

Suggested Action: 1. Authorized the City Manager to execute the following agreements with the Riverside County Transportation Commission (RCTC):

Agreement for the Funding of TUMF and Measure A Regional Arterial Improvements with the City of Wildomar for Clinton Keith Road Widening Project; Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 2; Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 3

2. Authorized the City Manager to approve and execute amendments related to each of the three agreements that are non-substantive in nature.

3. Approved budget appropriations and increases in revenue budgets for Fund 508 to allocate available grant funds to the three projects as identified in the Fiscal Impact and Account Code sections of this staff report.

1.10) Services Agreement for Employment Application Management Software with Governmentjobs.com, Inc. (D/B/A/ NEOGOV).

Suggested Action: Authorized the City Manager to enter into an Order Form and Agreement with NeoGov, Inc. for employment applicant tracking software.

1.11) COVID-19 Prevention Program Update Based on Non-Emergency Regulations

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 67
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE ADMINISTRATIVE POLICY TITLED CITY OF WILDOMAR COVID-19 PREVENTION PROGRAM

1.12) Service Agreement with AppleOne for Temporary Employee Staffing Services

Suggested Action: Approved and Authorized the City Manager to Execute the Service Agreement with AppleOne for Temporary Staffing Services

1.13) Legislative Update Change to Personnel Rules - Part Time Sick Leave

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S PERSONNEL RULES

1.14) Payment Processing Agreement with CSG Forte Payments, Inc. for Payment Card and ACH Transaction Processing Services.

Suggested Action: Approved and Authorized the City Manager to Execute the Payment Processing Agreement with CSG Forte Payments, Inc., and to provide payment processing and related products and services.

1.15) Annexation No. 9 into Community Facilities District No. 2022-1 (Services) for Popeyes (PP 21-0138)

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 69
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. 9) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.16) Second Amendment to the Professional Services Agreement with Placeworks, Inc., and approval of a task order to provide Environmental and Regulatory Permit Processing Services for the Clinton Keith Road Widening Project (CIP 025-1)

Suggested Action: 1. Approved and authorized the City Manager to execute the Second Amendment to the Professional Services Agreement with Placeworks, Inc.; and

2. Approved and authorized the City Manager to execute a task order agreement in the amount of $226,164 for required Environmental and Regulatory Permitting Services for the Clinton Keith Road Widening Project (CIP 025-1)

1.17) Tres Lagos Affordability Covenant

Suggested Action: Approved and authorized the City Manager to sign

the Affordability Covenant 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.

1.18) Approve Facilities Contract Specialist Classification Description, Revise the Position Classification Schedule, and Amend the Existing Pay Plan to Add the New Classification

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 70
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING A FACILITIES CONTRACT SPECIALIST CLASSIFICATION DESCRIPTION; AMENDING THE EXISTING PAY PLAN; AND REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FACILITIES CONTRACT SPECIALIST CLASSIFICATION

1.19) Holt Ministries Event Partnership Memorandum of Understanding (MOU) for the Elsinore Community Annual Turkey Giveaway

Suggested Action: 1. Authorized the City Manager to sign the MOU with Holt Ministries dependent that the foundation fulfills all requirements.
2. Waived fees associated to the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

2) PUBLIC HEARINGS

2.1) CR&R Wildomar Service Update

City Manager York, CR&R Senior Regional Vice President Braicovich, and Senior Sustainability Manager Jimenez presented the report.

There were no public comments.

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

2.2) Increase in Solid Waste Collection Service Rates

Finance Manager Jantz presented the staff report.

Linda Hayes, resident, provided public comment in opposition of the item.

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

RESOLUTION NO. 2023 - 71
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, AUTHORIZING THE ADJUSTMENT OF RESIDENTIAL, COMMERCIAL, AND ROLL-OFF SOLID WASTE COLLECTION AND TRANSPORTATION RATES FOR CR&R SERVICES AND INCREASING THE FRANCHISE FEE RATE COMMENCING JANUARY 1, 2024

Motion Approved: 3 - 1

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

2.3) Adoption of New Fixed Fee Schedules

Finance Manager Jantz presented the staff report.

There were no public comments.

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

RESOLUTION NO. 2023 - 72
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULES OF USER FEES FOR PLANNING, PUBLIC WORKS, ENGINEERING, BUILDING, AND FIRE

Motion Approved: 4 - 0

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

3) GENERAL BUSINESS

3.1) FY2023-24 1st Quarter Budget Report

Finance Manager Jantz presented the staff report.

Moved by Bridgette Moore; seconded by Carlos Marquez to Approve the Fiscal Year 2023-24 1st Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - 73
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

Future Agenda Items

No future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Morabito adjourned the City Council Meeting at 8:01 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District was called to Order by Chair Morabito at 8:01 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

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

Motion Approved: 4 - 0

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

Voting Against: None
Abstain: None
Absent: Dustin Nigg

4) CEMETERY CONSENT CALENDAR

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

Motion Approved: 4 - 0

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

4.1) Cemetery Minutes - October 11, 2023 Regular Meeting

Suggested Action: Approved the Minutes as presented

4.2) Warrant Register Cemetery October 2023

Suggested Action: Approved the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 10-12-2023 in the amount of $1,680.64.

For Fiscal Year 2023/2024
2. Warrant Register dated 10-12-2023 in the amount of $3,155.70
3. Warrant Register dated 10-26-2023 in the amount of $823.84.

4.3) September 2023 Cemetery Treasurers Report

Suggested Action: Approved the Treasurer's Report for September 2023.

4.4) Resolution of Intention for the Wildomar Cemetery District to Dedicate Right of Way for the Palomar Street Widening Project (CIP 028-2)

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. WCD2023 - 04
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT DECLARING ITS INTENTION TO DEDICATE RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES; AND FIXING A TIME AND PLACE FOR HEARING ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED DEDICATION

5) CEMETERY PUBLIC HEARINGS

There were no public hearings.

6) CEMETERY GENERAL BUSINESS

There were no general business items.

GENERAL MANAGER REPORT

There was no general manager report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the Wildomar Cemetery District Meeting at 8:04 p.m.

Submitted by:



_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: February 14, 2024

SUBJECT: January 2024 Warrant Register

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 01-04-2023 in the amount of $194,224.22.
2. Warrant Register dated 01-11-2023 in the amount of $196,755.25.
3. Warrant Register dated 01-18-2023 in the amount of $3,115,302.15.
4. Warrant Register(s) dated 01-22-2023 in the amount of $4,311.42.
5. Warrant Register dated 01-23-2023 in the amount of $4,840.14.
6. Warrant Register dated 01-25-2023 in the amount of $465,174.76.
7. Wire Transfer Register dated 01-31-2024 in the amount of $175,575.85.
8. Payroll Register dated 02-01-2024 in the amount of $341,975.35.

SUMMARY:
January 2024 Warrant Register

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

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

ATTACHMENTS:
Warrant Reg Jan 2024 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217614	1/4/2024	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	DECEMBER 2023		DECEMBER 2023 ANIMAL CONTROL SERVICES	7,000.00
					Total :	**7,000.00**
217615	1/4/2024	000029 APPLEONE	01-6757848		ACCOUNTING SPECIALIST I W/E 11/18/23 (D	1,576.60
			01-6757849		ADMIN W/E 11/18/23 (HJ)	1,740.40
			01-6757850		ADMIN ASSISTANT CLERICAL W/E 11/18/23 (	1,296.32
			01-6778579		ACCOUNTING SPECIALIST I W/E 12/16/23 (D	1,582.00
			01-6778580		ADMIN W/E 12/16/23 (HJ)	1,740.40
			01-6778581		ADMIN ASSISTANT CLERICAL W/E 12/16/23 (C	1,296.32
			01-6782931		ACCOUNTING SPECIALIST I W/E 12/23/23 (D	1,598.27
			01-6782932		ADMIN W/E 12/23/23 (HJ)	1,740.40
			01-6782933		ADMIN ASSISTANT CLERICAL W/E 12/23/23 (C	1,296.32
					Total :	**13,867.03**
217616	1/4/2024	002142 CAMACHO, JOSE ISIDORO	121123		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	338.33
					Total :	**338.33**
217617	1/4/2024	000027 DIRECT TV	082317220X231213		12/12/23-01/11/24 CITY HALL CABLE SERVIC	168.99
					Total :	**168.99**
217618	1/4/2024	000022 EDISON	121823-7151		11/13/23-12/12/23 ELECTRIC	5,973.65
			122723-6091		11/27/23-12/26/23 ELECTRIC - 21347 COMO	47.04
			122723-7258		11/27/23-12/26/23 ELECTRIC - 21400 PALOM	181.22
			122723-9129		11/27/23-12/26/23 ELECTRIC	572.01
					Total :	**6,773.92**
217619	1/4/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12679553		10/10/23-11/10/23 WATER HERITAGE PK (AUT	197.32
			12679553CR		10/10/23-11/10/23 CREDIT TRANSFER HERITA	-277.30
			12725129		11/08/23-12/08/23 WATER ZONE 52 LOC 01	79.66
			12725185		11/08/23-12/08/23 WATER ZONE 29 LOC 02	43.12

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
217619	1/4/2024	000012	ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
				12725466		11/08/23-12/08/23 WATER ZONE 71 LOC 01	169.37
				12725666		11/08/23-12/08/23 WATER 32637 GRUWELL -	555.68
				12725747		11/08/23-12/08/23 WATER MARNA OBRIEN	1,381.81
				12730458		11/10/23-12/10/23 WATER ZONE 3 LOC 7 M1	94.48
				12730471		11/10/23-12/10/23 WATER HERITAGE PK (AUT	190.96
				12733747		11/11/23-12/11/23 WATER ZONE 3 LOC 25 M1	579.99
				12733748		11/11/23-12/11/23 WATER ZONE 3 LOC 25 M2	806.20
				12733748CR		11/11/23-12/11/23 WATER ZONE 3 LOC 25 M2	-13.36
				12735516		11/11/23-12/11/23 WATER ZONE 3 LOC 24 M1	1,883.98
				12736682		11/11/23-12/11/23 WATER CFD 2013-1, ZONE	284.48
				12736842		11/11/23-12/11/23 WATER MALAGA GATEWAY	397.29
				12737570		11/15/23-12/15/23 WATER ZONE 42 LOC 01 M	726.32
				12737822		11/15/23-12/15/23 WATER ZONE 42 LOC 03 M	225.52
				12737823		11/15/23-12/15/23 WATER ZONE 42 LOC 02 M	282.82
				12744326		11/18/23-12/18/23 WATER ZONE 3 LOC 35 M1	261.68
				12744531		11/18/23-12/18/23 WATER CITY HALL	313.13
				12747348		11/18/23-12/18/23 WATER 24707 PRELIPP RD	632.05
						Total :	**8,815.20**
217620	1/4/2024	002125	EMPIRE DESIGN GROUP, INC.	1435	0000517	ARCHITECTURAL DESIGN FOR CITY HALL IMPRO	5,000.00
						Total :	**5,000.00**
217621	1/4/2024	001450	FRANCHISE TAX BOARD	010424		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
						Total :	**50.00**
217622	1/4/2024	002144	GIANT RV	121823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	335.92
						Total :	**335.92**
217623	1/4/2024	000685	GREAT AMERICA FINANCIAL SERVIC	35522332		CANON COLOR COPIER SYST. #018-1765784	214.24

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217623	1/4/2024	000685 GREAT AMERICA FINANCIAL SERVIC	(Continued)			
			35575944		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	**428.48**
217624	1/4/2024	001911 HDL SOFTWARE LLC.	SIN032025BAL		JULY 2023 HDL FEES - BALANCE	200.00
			SIN034520		OCT 2023 HDL FEES	2,601.00
					Total :	**2,801.00**
217625	1/4/2024	001666 INFINITY TECHNOLOGIES	1963A	0000503	INFORMATION TECHNOLOGY SERVICE FY23-24 -	11,300.00
			1963B	0000440	76 OFFICE 365 CLOUD TO CLOUD BACKUP (DAT	175.50
			2005	0000504	GIS CONTRACTUAL SERVICES FY23-24 - DEC 2	4,051.37
			2006		CIP MAPPING IN GIS	2,410.00
					Total :	**17,936.87**
217626	1/4/2024	000499 INLAND EMPIRE LANDSCAPE INC	42253		NOV 2023 LANDSCAPE REPAIR - ZONE	2,509.59
					Total :	**2,509.59**
217627	1/4/2024	001153 INTELLI-TECH	15313	0000519	FORTINET FORTITOKEN MOBILE LICENSE	530.00
					Total :	**530.00**
217628	1/4/2024	000588 MANPOWER	5126221		ADMINISTRATIVE ASSISTANT W/E 12/17/23	1,301.25
			5126319		ADMINISTRATIVE ASSISTANT W/E 12/24/23	1,301.25
					Total :	**2,602.50**
217629	1/4/2024	002097 PARENTO AGENCY LLC	1347		PAID PARENTAL LEAVE QTRLY INS PREMIUM /	2,489.25
					Total :	**2,489.25**
217630	1/4/2024	001107 PLACEWORKS	83110		NOVEMBER 2023 CONTRACTUAL SVCS - PROJECT	1,196.25
			83112		NOVEMBER 2023 CONTRACTUAL SVCS - GP UPDA	100,704.45
			83113		NOVEMBER 2023 CONTRACTUAL SVCS - PROJECT	5,527.50
			83114		NOVEMBER 2023 CONTRACTUAL SVCS - PROJECT	1,063.75

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217630	1/4/2024	001107 PLACEWORKS	(Continued)			
			83115		NOVEMBER 2023 CONTRACTUAL SVCS - PROJECT	232.50
			83174		NOVEMBER 2023 CONTRACTUAL SVCS - CIP 025	337.50
			89381		SEPTEMBER 2023 CONTRACTUAL SVCS - CIP 06	2,367.68
					Total :	**111,429.63**
217631	1/4/2024	002143 RABUN SILVEIRA, HOLLY	121223		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	433.93
					Total :	**433.93**
217632	1/4/2024	000606 RING CENTRAL	CD_000718393		MOBILE USER	25.35
					Total :	**25.35**
217633	1/4/2024	002141 SCHMIDT, ANDY	120523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	75.00
					Total :	**75.00**
217634	1/4/2024	002089 SPRUCE GROVE, INC.	121823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	693.66
					Total :	**693.66**
217635	1/4/2024	002052 ST. FRANCIS ELECTRIC	23164119		TRAFFIC SIGNAL RESPONSE - DEV PROJ 21-00	138.00
					Total :	**138.00**
217636	1/4/2024	001505 THE ENDEAVOR PRODUCTION, GROUP	1111		MAYOR'S MINUTE - NOV 2023 - SHOP LOCAL	500.00
			1112		MAYOR'S MINUTE - DEC 2023 - THANK YOU WI	500.00
					Total :	**1,000.00**
217637	1/4/2024	000918 TKE ENGINEERING INC	2023-802		09/01/23-09/30/23 CONTRACTUAL SERVICES	7,191.00
			2023-909		08/01/23-10/31/23 CONTRACTUAL SERVICES	342.00
					Total :	**7,533.00**
217638	1/4/2024	000437 VERIZON WIRELESS	9952381882		12/23/23-01/22/24 DATA INTERNET CHARGE	1,208.56

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217638	1/4/2024	000437 VERIZON WIRELESS	(Continued)			
			9952381883		12/23/23-01/22/24 DATA INTERNET CHARGE 6	40.01
					Total :	**1,248.57**
25	**Vouchers for bank code :**	wf			**Bank total :**	**194,224.22**
25	**Vouchers in this report**				**Total vouchers :**	**194,224.22**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217640	1/11/2024	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020109044	0000473	12/01/23-12/30/23 SECURITY PATROL	8,117.51
					Total :	**8,117.51**
217641	1/11/2024	000029 APPLEONE	01-6729207		ADMIN W/E 10/07/23 (JH)	2,587.48
			01-6729208		ADMIN W/E 10/07/23 (HJ)	1,370.30
			01-6729209		ADMIN ASSISTANT-CLERICAL W/E 10/07/23 (C	1,215.30
			01-6729636		ACCOUNTANT W/E 10/07/23 (KS)	2,011.20
			01-6773700		ACCOUNTING SPECIALIST I W/E 12/09/23 (DS	1,582.00
			01-6773701		ADMIN W/E 12/09/23 (HJ)	1,740.40
			01-6773702		ADMIN ASSISTANT -CLERICAL W/E 12/09/23 (	1,296.32
			01-6788443		ACCOUNTING SPECIALIST I W/E 12/30/23 HOL	390.10
			01-6788444		ADMIN W/E 12/30/23 HOLI (HJ)	429.70
			01-6788445		ADMIN ASSISTANT -CLERICAL W/E 12/30/23 H	319.76
					Total :	**12,942.56**
217642	1/11/2024	001923 ASCENSUS	153400HW_202312		FYE 6/30/23 INTERIM GASB REPORT	2,100.00
					Total :	**2,100.00**
217643	1/11/2024	002150 BARBEE, JOHN	120723		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	917.99
					Total :	**917.99**
217644	1/11/2024	001034 BEL AIR ENTERPRISES INC	121423		REFUND OF UNSUED DEVELOPERS DEPOSIT	989.32
					Total :	**989.32**
217645	1/11/2024	002153 BENOIT, BEN	121323		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	39.00
					Total :	**39.00**
217646	1/11/2024	000034 BIO-TOX LABORATORIES	45284		RC SHERIFF - LAB SERVICES	736.45
			45332		RC SHERIFF - LAB SERVICES	503.10
					Total :	**1,239.55**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217647	1/11/2024	002174 BUSCH, JR, NORMAN F. & BEVERLY A.	10424		CIP 026-2 BUNDY CANYON RIGHT OF WAY ACQU	3,000.00
					Total :	**3,000.00**
217648	1/11/2024	001748 CALIFORNIA CONSULTING, INC.	6488	0000485	GRANT WRITING SERVICE - JAN 2024 RETAINE	4,850.00
					Total :	**4,850.00**
217649	1/11/2024	002165 CALIFORNIA LUTHERAN, HIGH SCHOOL	121323		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	255.80
					Total :	**255.80**
217650	1/11/2024	002162 CAMPOS, RAUL	121323		DEVELOPER DEPOSIT REFUND OF UNSUED FUNDS	231.99
					Total :	**231.99**
217651	1/11/2024	002149 CHOCOBAR, SANDY	121823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	381.85
					Total :	**381.85**
217652	1/11/2024	001902 CIVICPLUS LLC	285822	0000500	WEBSITE HOSTING 07/31/23 THROUGH 07/30/2	7,002.80
					Total :	**7,002.80**
217653	1/11/2024	002169 CLARK, BEAU	122023		DEVELOPER DEPOSIT REFUND OF UNSUED FUNDS	468.18
					Total :	**468.18**
217654	1/11/2024	002172 COMPLETE MANUFACTURED	121223		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	177.46
					Total :	**177.46**
217655	1/11/2024	000002 CRYSTAL CLEAN MAINTENANCE	103 O		JAN 2024 - CITY HALL JANITORIAL SERVICES	3,214.75
					Total :	**3,214.75**
217656	1/11/2024	002175 DINH, DIEN DA	10424		CIP 026-2 BUNDY CANYON RIGHT OF WAY ACQU	2,000.00
					Total :	**2,000.00**
217657	1/11/2024	000022 EDISON	010224-0828		12/01/23-12/31/23 ELECTRIC WILDOMAR CITY	166.85

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217657	1/11/2024	000022 EDISON	(Continued)			
			010224-0962		12/01/23-12/31/23 ELECTRIC CFD 2013-001	249.84
			010224-1202		12/01/23-12/31/23 HIDDEN SPRINGS/CLINTON	23.55
			010224-1757		12/01/23-12/31/23 ELECTRIC CFD 2013-001	202.99
			010224-4293		12/01/23-12/31/23 CSA22 SALES ACQUISITIO	6,178.47
			010224-4487		12/01/23-12/31/23 20505 PALOMAR ST (MARN	65.35
			010224-4487CR		12/01/23-12/31/23 20505 PALOMAR ST (MARN	-8.24
			010224-4610		12/01/23-12/31/23 ELCTRIC CFD 2013-001 Z	128.40
			010224-4845		12/01/23-12/31/23 CFD ZONE 2	64.21
			010224-7481		12/01/23-12/31/23 CSA 103	526.45
			010224-7504		12/01/23-12/31/23 CFD 2013-1 ORANGE/CORA	34.71
			010224-7694		12/01/23-12/31/23 CFD ZONE 3	218.36
			010224-8975		12/01/23-12/31/23 CFD ZONE 3	128.40
			010224-9127		12/01/23-12/31/23 ELECTRIC CFD 2013-001-	244.66
			100123-1202CR		CREDIT 09/01/23-09/30/23 DUPLICATE PAYME	-23.55
					Total :	**8,200.45**
217658	1/11/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12740483		11/17/23-12/17/23 WATER ZONE 3 LOC 23 M1	240.36
			12740691		11/17/23-12/17/23 WATER ZONE 30 LOC 2	74.62
			12740731		11/17/23-12/17/23 WATER ZONE 3 LOC 49 M1	86.80
			12740986		11/17/23-12/17/23 WATER ZONE 51 LOC 1	98.48
			12741151		11/17/23-12/17/23 WATER BASEBALL FIELD	257.98
			12741192		11/17/23-12/17/23 WATER WINDSONG PARK	267.30
			12741699		11/17/23-12/17/23 WATER ZONE 3 LOC 29 M1	660.78
			12741777		11/17/23-12/17/23 WATER ZONE 3 LOC 29 M2	203.14
			12741780		11/17/23-12/17/23 WATER ZONE 30 LOC 1	181.86
			12741879		11/17/23-12/17/23 WATER ZONE 3 LOC 42 &	231.56
			12742273		11/17/23-12/17/23 WATER 22450 1/2 CERVER	73.79
			12742515		11/17/23-12/17/23 WATER 22450 CERVERA	147.47

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217658	1/11/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			12743609		11/17/23-12/17/23 WATER ZONE 62 - 22933	115.22
			12743696		11/17/23-12/17/23 WATER ZONE 67 - ARNETT	74.64
					Total :	**2,714.00**
217659	1/11/2024	001762 EMERGENCY-1 RESPONSE, INC.	3747		EMT - BREAKFAST WITH SANTA	175.00
					Total :	**175.00**
217660	1/11/2024	002166 EMPIRE SIGN & CRANE SERVICE, INC.	120723		DEVELOPER DEPOSIT REFUND OF UNSUED FUNDS	199.00
					Total :	**199.00**
217661	1/11/2024	002163 ENGINEERING SOLUTIONS	121323		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	640.98
					Total :	**640.98**
217662	1/11/2024	002154 GANDY, MATTHEW	121523		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	90.89
					Total :	**90.89**
217663	1/11/2024	001743 GOPHER SQUAD	000457	0000501	GOPHER TREATMENT	985.00
					Total :	**985.00**
217664	1/11/2024	002155 GREEN, SAUNDRA	121223		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	175.80
					Total :	**175.80**
217665	1/11/2024	002171 HANSEN/HOKAMA STRUCTURAL, ENGIN	121223		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	1,117.81
					Total :	**1,117.81**
217666	1/11/2024	000499 INLAND EMPIRE LANDSCAPE INC	42177		NOV 2023 LANDSCAPE MAINT ZONE 3	10,638.65
					Total :	**10,638.65**
217667	1/11/2024	000016 INNOVATIVE DOCUMENT SOLUTIONS	256666		12/1/23-12/31/23 CONTRACT COPIER SERVICE	1,063.61
					Total :	**1,063.61**
217668	1/11/2024	002168 L. STALEY, DAVID	10224		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	295.80

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217668	1/11/2024	002168 002168 L. STALEY, DAVID	(Continued)		**Total :**	**295.80**
217669	1/11/2024	000819 MANLEY, HOWARD	122123		REFUND OF UNSUED DEVELOPERS DEPOSIT	359.93
					Total :	**359.93**
217670	1/11/2024	001841 MORABITO, JOSEPH	10824		LEAGUE OF CA CITIES REG MEETING 01/08/24	45.56
					Total :	**45.56**
217671	1/11/2024	001005 PEOPLEREADY INC	28418449		CONTRACTUAL SVC - VETERAN'S DAY	155.00
					Total :	**155.00**
217672	1/11/2024	002145 R C HOBBS CO	120623		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	421.00
					Total :	**421.00**
217673	1/11/2024	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICI	10524		ANIMAL SHELTER/OPERATIONS 3RD QUARTER, J	76,800.00
					Total :	**76,800.00**
217674	1/11/2024	002151 RODARTE, ANTONIO	120723		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,057.14
					Total :	**1,057.14**
217675	1/11/2024	002156 SAMSON - ASEBROEK, DONNA	121823		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	382.85
					Total :	**382.85**
217676	1/11/2024	001101 SIGNS BY TOMORROW	31720		HOLIDAY YARD SIGNS	344.23
			31744		FLEET DECALS	590.28
					Total :	**934.51**
217677	1/11/2024	002161 SINCLAIR, DONNA	121923		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	125.80
					Total :	**125.80**
217678	1/11/2024	002164 SOTELO, ALEXANDER	121223		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	83.82
					Total :	**83.82**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217679	1/11/2024	002148 STALEY, FRANK	120423		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	57.51
					Total :	**57.51**
217680	1/11/2024	001720 STERICYCLE, INC	8005711711A		CONTRACTUAL SHREDDING SVC	164.32
					Total :	**164.32**
217681	1/11/2024	002160 THE BLUFFS AT HIDDEN SPRINGS,, LLC	121823		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	18,800.59
					Total :	**18,800.59**
217682	1/11/2024	000918 TKE ENGINEERING INC	2023-803		CONTRACTUAL SVC 09/01/23-09/30/23	5,676.00
					Total :	**5,676.00**
217683	1/11/2024	002167 TRAN, PHUONG	121923		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	1,144.18
					Total :	**1,144.18**
217684	1/11/2024	002146 TRIP HORD ASSOCIATES, INC.	120823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,023.52
					Total :	**1,023.52**
217685	1/11/2024	002170 UNDERWOOD, DALE	122123		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	106.68
					Total :	**106.68**
217686	1/11/2024	002173 UNITED CARPORTS LLC	121323		DEVELOPER DEPOSIT REFUND OF UNSUED FUNDS	888.86
					Total :	**888.86**
217687	1/11/2024	002147 W.A RASIC CONSTRUCTION CO. INC	120723		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	776.92
					Total :	**776.92**
217688	1/11/2024	002053 WEST COAST LIGHTS & SIRENS,INC	25380	0000492	FLEET MODIFICATIONS - LIGHT BARS & DECAL	13,525.31
					Total :	**13,525.31**

49 Vouchers for bank code : wf **Bank total :** **196,755.25**

49 Vouchers in this report **Total vouchers :** **196,755.25**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217697	1/18/2024	000088 ACE HARDWARE	307536/3		NON-DEPT SUPPLIES - BATTERIES	23.75
					Total :	**23.75**
217698	1/18/2024	001590 ALL AMERICAN ASPHALT	10924A		CIP 057-2 CITYWIDE RD MAINT & REHAB PROG	1,250,625.11
			10924B		CIP 057-2 CITYWIDE RD MAINT & REHAB PROG	1,586,416.40
					Total :	**2,837,041.51**
217699	1/18/2024	000029 APPLEONE	01-6789613-85891		ADMIN TEMP LIQ SALES (HJ)	4,036.03
			01-6792922		ACCOUNTING SPECIALIST I - W/E 01/06/24	1,576.60
			01-6792923		ADMIN W/E 01/06/24 (HJ)	1,735.00
			01-6792924		ADMIN ASSISTANT CLERICAL - W/E 01/06/24	1,292.00
					Total :	**8,639.63**
217700	1/18/2024	001002 ARCHITERRA DESIGN GROUP	31803		11/25/23-12/24/23 SI FYT PH II FINAL - L	1,226.53
			31804		11/25/23-12/24/23 SI PH BLDG 19-21 FINAL	1,549.75
			31805		11/25/23-12/24/23 CITY PLAN CHECK 2ND PC	375.00
			31806		11/25/23-12/24/23 CITY PLAN CHECK 2ND PC	437.50
			31807		11/25/23-12/24/23 CITY PLAN CHECK 1ST PC	375.00
			31808		11/25/23-12/24/23 CITY PLAN CHECK 2ND PC	187.50
			31809		11/25/23-12/24/23 CITY PLAN CHECK 1ST PC	500.00
			31810		11/25/23-12/24/23 CITY PLAN CHECK 1ST PC	656.25
					Total :	**5,307.53**
217701	1/18/2024	002079 CITIZENS BUSINESS BANK	10924A		RETENTION: CIP 057-2 CITYWIDE RD MAINT &	65,822.37
			10924B		RETENTION: CIP 057-2 CITYWIDE RD MAINT &	83,495.60
					Total :	**149,317.97**
217702	1/18/2024	000785 CORELOGIC SOLUTIONS, LLC	82198700		DEC 2023 CODE ENFORCEMENT SOFTWARE	150.00
					Total :	**150.00**
217703	1/18/2024	000037 DATA TICKET, INC.	159290		NOV 2023 DAILY CITE PROCESSING	480.83

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217703	1/18/2024	000037 DATA TICKET, INC.	(Continued)			
			159734		NOV 2023 ONLINE ACCESS	380.93
					Total :	**861.76**
217704	1/18/2024	000022 EDISON	011024-2529		12/11/23-01/09/24 22378 BUNDY CANYON RD	361.56
			011124-2838		12/12/23-01/10/24 ELECTRIC CITY HALL	1,217.38
			011124-3123		12/12/23-10/24/24 23873 CLINTON KEITH RD	101.14
			011124-3487		12/12/23-10/24/24 23873 CLINTON KEITH RD	146.85
			011124-7255		12/12/23-10/24/24 23873 CLINTON KEITH RD	159.16
			011224-3047		12/13/23-01/11/24 34311 MISISION TRAIL T	102.06
			011224-3243		12/13/23-01/11/24 31818 CENTRAL ST LS3	34.79
			011224-3950		12/13/23-01/11/24 34311 MISSION TRAIL LS	38.76
			011224-5361		12/13/23-01/11/24 31818 CENTRAL TC1	93.67
			011224-7372		12/13/23-01/11/24 24211 CLINTON KEITH RD	64.57
			011224-8688		12/13/23-01/11/24 21458 GRAND AVE TC1	91.20
					Total :	**2,411.14**
217705	1/18/2024	001450 FRANCHISE TAX BOARD	11824		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
217706	1/18/2024	002066 GOLDSTAR ASPHALT PRODUCTS	25958		SAND DELIVERY - TRUCKLOAD	1,023.63
					Total :	**1,023.63**
217707	1/18/2024	000685 GREAT AMERICA FINANCIAL SERVIC	35670670		CANON COLOR COPIER SYST. #009-1472515	359.97
					Total :	**359.97**
217708	1/18/2024	001666 INFINITY TECHNOLOGIES	2044A	0000503	DEC 2023 - INFORMATION TECHNOLOGY SERVIC	11,300.00
			2044B		DEC 2023 DATTO OFFICE 365 BACKUP SVC & A	281.04
			2085	0000504	DEC 2023 - GIS CONTRACTUAL SERVICES FY23	3,200.00
					Total :	**14,781.04**
217709	1/18/2024	000113 LEAGUE OF CALIFORNIA CITIES	12158-M6B5L1		ANNUAL MEMBERSHIP DUES 2024	14,367.00
					Total :	**14,367.00**
217710	1/18/2024	001275 LIEBERT CASSIDY WHITMORE	255675		PROFESSIONAL SVCS THROUGH 11/30/23	959.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217710	1/18/2024	001275 001275 LIEBERT CASSIDY WHITMORE	(Continued)		**Total :**	**959.50**
217711	1/18/2024	000588 MANPOWER	5126466		ADMINISTRATIVE ASSISTANT W/E 01/07/24	650.62
					Total :	**650.62**
217712	1/18/2024	001535 NETFILE	9193		ANNUAL SUBSCRIPTION FOR SEI 11/1/23-10/3	3,700.00
					Total :	**3,700.00**
217713	1/18/2024	002056 ORACLE AMERICA, INC.	101127132		NEW ERP REPLACEMENT	385.89
					Total :	**385.89**
217714	1/18/2024	000185 PITNEY BOWES	121323		POSTAGE METER REFILL 12/13/23	500.00
					Total :	**500.00**
217715	1/18/2024	001107 PLACEWORKS	82988		DEC 2023 CONTRACTUAL SVC - GP UPDATE/EIR	63,537.48
			83044		DEC 2023 CONTRACTUAL SVC - CIP 025-1	130.00
			83050		DEC 2023 CONTRACTUAL SVC - PROJECT RELAT	1,247.50
			83051		DEC 2023 CONTRACTUAL SVC - PROJECT RELAT	337.50
			83052		DEC 2023 CONTRACTUAL SVC - HCD REPORT	2,421.25
			83053		DEC 2023 CONTRACTUAL SVC - PROJECT RELAT	665.00
					Total :	**68,338.73**
217716	1/18/2024	000186 RIGHTWAY	369486		FS61 SEPTIC PUMP SERVICE	310.00
			369514		01/04/24-01/31/24 - PORTA/WASHSTN - WIND	803.50
					Total :	**1,113.50**
217717	1/18/2024	001393 SOCALGAS	11124		12/08/23-01/09/24 GAS - FIRE DEPT 32637	123.59
					Total :	**123.59**
217718	1/18/2024	000790 SPARKLETTS	14346613-010624		CITY HALL DRINKING WATER THROUGH 01/06/2	525.85
					Total :	**525.85**
217719	1/18/2024	002052 ST. FRANCIS ELECTRIC	23164117		TS CALLOUT - CIP 057-2 CONST ADMIN/INSPE	4,516.52

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217719	1/18/2024	002052 002052 ST. FRANCIS ELECTRIC	(Continued)		**Total :**	**4,516.52**
217720	1/18/2024	001258 SUNBELT RENTALS, INC.	148120181-0001		EQUIPMENT RENTAL	153.02
					Total :	**153.02**
24	**Vouchers for bank code :**	wf			**Bank total :**	**3,115,302.15**
24	**Vouchers in this report**				**Total vouchers :**	**3,115,302.15**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217726	1/22/2024	000588 MANPOWER	5126576		AMINISTRATIVE ASSISTANT W/E 1/14/24	1,301.25
					Total :	**1,301.25**

1 Vouchers for bank code : wf **Bank total : 1,301.25**

1 Vouchers in this report **Total vouchers : 1,301.25**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217727	1/22/2024	000027 DIRECT TV	082317220X240113		01/12/24-02/1/24 CABLE SERVICES -CITY HA	175.24
					Total :	**175.24**

1 Vouchers for bank code : wf **Bank total :** **175.24**

1 Vouchers in this report **Total vouchers :** **175.24**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217728	1/22/2024	000685 GREAT AMERICA FINANCIAL SERVIC	35688964		CANON COLOR COPIER YST. #016-1585799	214.24
					Total :	**214.24**

1 Vouchers for bank code : wf **Bank total :** **214.24**

1 Vouchers in this report **Total vouchers :** **214.24**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217729	1/22/2024	000029 APPLEONE	01-6796570		ADMIN ASSISTANT -CLERICAL W/E 01/13/24	1,296.32
			01-6797008		ACCOUNTING SPECIALIST I W/E 01/13/24 (DS	1,324.37
					Total :	**2,620.69**

1 Vouchers for bank code : wf **Bank total : 2,620.69**

1 Vouchers in this report **Total vouchers : 2,620.69**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217730	1/23/2024	000082 DEPARTMENT OF CONSERVATION, DIVIS	12224		SMIP FEES OCT 2023- DEC 2023	4,840.14
					Total :	**4,840.14**

1 Vouchers for bank code : wf **Bank total :** **4,840.14**

1 Vouchers in this report **Total vouchers :** **4,840.14**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217733	1/25/2024	002177 ADA COMPLIANCE GROUP LLC	12224		CASP INSPECTION FOR 3 CITY OWNED FACILIT	2,300.00
					Total :	**2,300.00**
217734	1/25/2024	001627 AMERICAN EAGLE TROPHIES	11000		(1) GRAVEL AMERICAN WALNUT PLAQUE (JOSEP	172.91
					Total :	**172.91**
217735	1/25/2024	001002 ARCHITERRA DESIGN GROUP	31674		LLMD ENHANCEMENTS (CIP-100) 10/25/23-11/	2,613.97
			31736		LLMD ENHANCEMENTS (CIP-100) 11/25/23-12/	5,056.33
			31737		11/25/23-12/24/23 CIP 099, DESIGN PS&E	3,161.44
					Total :	**10,831.74**
217736	1/25/2024	000760 ARMADA ADMINISTRATORS	209345		FEB 2024 PREMIUM - CITY MANAGER	4,278.00
					Total :	**4,278.00**
217737	1/25/2024	000081 CALIFORNIA BUILDING STANDARDS, COI	12224		CALIFORNIA BUILDING STANDARDS ADMIN REVO	1,561.50
					Total :	**1,561.50**
217738	1/25/2024	002072 CALIFORNIA SHADE MASTERS	103023		FIXED FEE REFUND OF UNSUED FUNDS	436.80
					Total :	**436.80**
217739	1/25/2024	001761 CHARTER COMMUNICATIONS	2318120824		CABLE THROUGH 01/08/24 - FS61	5.33
					Total :	**5.33**
217740	1/25/2024	000035 COUNTY OF RIVERSIDE, TLMA	TL0000017128		NOV 2023 SLF COSTS FY23/24	426.12
					Total :	**426.12**
217741	1/25/2024	000022 EDISON	011724-5249		12/15/23-01/16/24 32975 WILLOW BAY RD	36.98
			111523-3767		12/15/23-01/16/24 31160 CLINTON KEITH RD	12.26
			111724-7633		12/15/23-01/16/24 32975 WILLOW BAY RD TC	104.05
					Total :	**153.29**
217742	1/25/2024	001325 GEOCON WEST, INC.	723100414		CONTRACTUAL SVC THROUGH 10/01/23	585.00
					Total :	**585.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
217743	1/25/2024	000786 HERWOOD BUILDING SUPPLIES, BUNDY	12424		REFUND OF UNSUED DEPOSIT FUNDS		11,850.16
						Total :	**11,850.16**
217744	1/25/2024	000499 INLAND EMPIRE LANDSCAPE INC	41353		JULY 2023 LANDSCP PARKS		9,867.40
			41567		AUG 2023 LANDSCP PARKS		9,867.40
			41806		SEP 2023 LANDSCP PARKS		9,867.40
			41884		OCT 2023 LANDSCP IRRIGATION-WIND SONG PA		321.11
			41910		OCT 2023 LANDSCP PARKS		9,867.40
						Total :	**39,790.71**
217745	1/25/2024	000072 INTERWEST CONSULTING GROUP	92339		OCTOBER 2023 CONTRACTUAL SVCS		52,083.13
			92341		OCTOBER 2023 - CONTRACTUAL SVCS - CIP		51,165.50
						Total :	**103,248.63**
217746	1/25/2024	001841 MORABITO, JOSEPH	11224		LEAGUE OF CA CITIES REG MEETING 01/12/24		39.53
						Total :	**39.53**
217747	1/25/2024	002056 ORACLE AMERICA, INC.	100998718		NEW ERP REPLACEMENT (OCT)		2,154.56
			101030871		NEW ERP REPLACEMENT (NOV)		2,572.60
						Total :	**4,727.16**
217748	1/25/2024	002179 OWEN, DEVEN	101023		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND		2,885.00
						Total :	**2,885.00**
217749	1/25/2024	000778 PARSONS TRANSPORTATION GRP INC	2312A369		CIP 026-2, DESIGN PS&E		141,854.55
						Total :	**141,854.55**
217750	1/25/2024	001107 PLACEWORKS	83014		NOV 2023 PROF. SVCS. - 27 ACRE PARK CIP		1,215.10
						Total :	**1,215.10**
217751	1/25/2024	000042 PV MAINTENANCE, INC.	005-275		CITYWIDE MAINT. CONTRACTUAL SERVICES -DE		52,581.94
						Total :	**52,581.94**
217752	1/25/2024	000606 RING CENTRAL	CD_000737875		MOBILE USER		25.34

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217752	1/25/2024	000606 000606 RING CENTRAL	(Continued)		**Total :**	**25.34**
217753	1/25/2024	002178 ROUND UP FEED	122723		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	66.05
					Total :	**66.05**
217754	1/25/2024	001167 RRM DESIGN GROUP	1064-01-0823		PROF.SVCS. - 27 ACRE PARK CIP 062-1	32,212.50
			1064-01-1023		PROF.SVCS. - 27 ACRE PARK CIP 062-1	7,173.75
					Total :	**39,386.25**
217755	1/25/2024	001921 SCA OF CA, LLC	107817CS		CFD 2013-1 ZONE 2 SWEEPS	5,139.47
					Total :	**5,139.47**
217756	1/25/2024	001021 SPICER CONSULTING GROUP	1486		CFD 2022-1 ANNEXATION, POPEYES	7,000.00
			1505		FY 23/24 ANNUAL ADMIN LLMD89-1-C	4,154.18
					Total :	**11,154.18**
217757	1/25/2024	000242 SWRCB	SW-0279641		ANNUAL PERMIT FEE 10/01/23-09/30/24	860.00
			WD-0262701		ANNUAL PERMIT FEE 07/01/23-06/30/24	2,509.00
					Total :	**3,369.00**
217758	1/25/2024	001893 THE CENTRE FOR ORGANIZATION, EFFE	TCFOE4350		SUPERVISOR ACADEMY-RAUL BERROTERAN	899.00
					Total :	**899.00**
217759	1/25/2024	000918 TKE ENGINEERING INC	2023-912		TS STREET NAME SIGNS STANDAR DRAWINGS	2,726.00
			2023-913		CONTRACTUAL SVC 10/01/23-10/31/23	168.00
					Total :	**2,894.00**
217760	1/25/2024	000131 WESTERN RIVERSIDE COUNTY, RCA	12324		MSHCP MITIGATION FEES: DEC 2023	23,298.00
					Total :	**23,298.00**

28 Vouchers for bank code : wf **Bank total :** **465,174.76**

28 Vouchers in this report **Total vouchers :** **465,174.76**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

City of Wildomar
Wire Transfer Register
2/1/2024

ACH Date	Payee	Description	Amount
1/4/2024	Big Easy Storage	Fleet Vehicle Storage	$ 299.00
1/4/2024	Big Easy Storage	Fleet Vehicle Storage	$ 299.00
1/4/2024	Big Easy Storage	Fleet Vehicle Storage	$ 299.00
1/8/2024	Wex Inc.	Vehicle Fuel Purchase	$ 164.63
1/16/2024	Frontier Communications	Monthly Phone and Internet Services	$ 65.98
1/16/2024	Viasat, Inc.	Cemetery Phone and Internet	$ 176.85
1/16/2024	Viasat, Inc.	Cemetery Phone and Internet	$ 416.85
1/17/2024	Frontier Communications	Monthly Phone and Internet Services	$ 149.99
1/19/2024	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$ 12,657.54
1/22/2024	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$ 5,645.98
1/26/2024	Frontier Communications	Monthly Phone and Internet Services	$ 56.65
1/26/2024	Frontier Communications	Monthly Phone and Internet Services	$ 559.38
1/29/2024	Golden State Escrow	Right of Way Expenditure	$ 16,655.00
1/29/2024	Golden State Escrow	Right of Way Expenditure	$ 138,130.00
		TOTAL	$ 175,575.85

City of Wildomar
Payroll Warrant Register
2/1/2024

ACH Date	Payee	Description		Amount
1/4/2024	Heartland Payroll	12/16/2023-12/29/2023	$	110,797.17
1/18/2024	Heartland Payroll	12/30/2023-1/12/2024	$	113,182.87
2/1/2024	Heartland Payroll	1/13/2024-1/26/2024	$	116,382.86
12/29/2023	Heartland Payroll	12/1/2023-12/31/2023	$	1,612.45
		TOTAL	**$**	**341,975.35**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: February 14, 2024

SUBJECT: December 2023 City Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

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

SUMMARY:
December 2023 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of November 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. Over time, this is expected to 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:
December 2023 Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 3,558,693.95	$ 3,518,670.06	(2,920,953.80)	$ 4,156,410.21	5.23775%
		TOTAL	$ 3,558,693.95	$ 3,518,670.06	$ (2,920,953.80)	$ 4,156,410.21	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 4,896,366.05	$ 4,896,366.05	$ 4,896,366.05	14.26%	0	3.929%
Various	CAMP POOL	$ 11,876,588.21	$ 11,876,588.21	$ 11,876,588.21	34.58%	0	5.550%
Various	CAMP MANAGED ACCOUNT	$ 17,376,040.71	$ 17,376,040.71	$ 17,568,937.57	51.16%	850	4.670%
	TOTAL	$ 34,148,994.97	$ 34,148,994.97	$ 34,341,891.83	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 38,305,405.18

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 4,896,366.05	$ 0.00	$ 0.00	$ 0.00	$ 4,896,366.05	3.929%
100	General	CAMP POOL	$ 4,817,005.44	$ 0.00	$ 22,714.61	$ 0.00	$ 4,839,720.05	5.550%
115	ARPA	CAMP POOL	$ 2,026,553.52	$ 0.00	$ 9,556.22	$ 0.00	$ 2,036,109.74	5.550%
120	AA	CAMP POOL	$ 2,519,773.45	$ 0.00	$ 11,882.00	$ 0.00	$ 2,531,655.45	5.550%
461	DIF Park Imp	CAMP POOL	$ 2,044,981.71	$ 0.00	$ 9,643.12	$ 0.00	$ 2,054,624.83	5.550%
301	ENDWMNT	CAMP POOL	$ 412,532.85	$ 0.00	$ 1,945.30	$ 0.00	$ 414,478.15	5.550%
100	General	CAMP MANAGED ACCOUNT	$ 6,060,650.15	$ 0.00	$ 13,407.29	$ 0.00	$ 6,074,057.44	4.670%
110	DEVAG	CAMP MANAGED ACCOUNT	$ 493,046.34	$ 0.00	$ 1,088.79	$ 0.00	$ 494,135.13	4.670%
120	AA	CAMP MANAGED ACCOUNT	$ 6,162,658.15	$ 0.00	$ 13,612.02	$ 0.00	$ 6,176,270.17	4.670%
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,021,549.25	$ 0.00	$ 2,255.93	$ 0.00	$ 1,023,805.18	4.670%
300	CEM	CAMP MANAGED ACCOUNT	$ 1,021,549.25	$ 0.00	$ 2,255.93	$ 0.00	$ 1,023,805.18	4.670%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,578,273.54	$ 0.00	$ 5,694.06	$ 0.00	$ 2,583,967.60	4.670%
		TOTAL	$ 34,054,939.70	$ 0.00	$ 94,055.27	$ 0.00	$ 34,148,994.97	

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

1/15/2024
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: February 14, 2024

SUBJECT: 2nd Reading of Ordinance No. 236 for the Adoption of the Abandoned Vehicle Abatement Program

SUBMITTED BY: John Parker

PREPARED BY: John Parker

ACTION:
Adopt an Ordinance entitled:

ORDINANCE NO. 236
AN ORDINANCE OF THE CITY COUNCIL OF CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 10.04.020, 10.04.030, 10.04.050, AND 10.04.070 OF THE WILDOMAR MUNICIPAL CODE, REGARDING ABANDONED VEHICLES – ENFORCEMENT AND ABATEMENT

SUMMARY:
The City Council approved the first reading of Ordinance No. 236 at the January 17, 2024, City Council meeting for the adoption of the abandoned vehicle abatement program.

DISCUSSION:
Ordinance No. 236 amends Chapters 10.04.020, 10.04.030, 10.04.050, and 10.04.070 of the Wildomar Municipal Code modifying the definitions, exemptions, administration/enforcement, and notice of intention to abate for abandoned or inoperable vehicles.

To improve local regulations, Ordinance No. 236 represents a comprehensive effort to enhance and clarify regulations pertaining to abandoned or inoperable vehicles within the Wildomar Municipal Code, fostering a more efficient and responsive approach to administration, enforcement, and abatement processes for the benefit of our community.

FISCAL IMPACT:
Adoption of the Resolution has a fiscal Impact. Once the abandoned vehicle abatement program is operational, it will generate an estimated income of $20,000 for the General Fund which will be programmed in the FY 2024/25 budget. There is no new cost to the city for

joining the program and towing expenses will be covered by the registered owners of the vehicles.

ATTACHMENTS:
Attach A Ordinance No. 236

ATTACHMENT A

Ordinance No. 236

ORDINANCE NO. 236

AN ORDINANCE OF THE CITY COUNCIL OF CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 10.04.020, 10.04.030, 10.04.050, AND 10.04.070 OF THE WILDOMAR MUNICIPAL CODE, REGARDING ABANDONED VEHICLES – ENFORCEMENT AND ABATEMENT

WHEREAS, the current abandoned vehicle ordinance lacks clarity in defining the terms and procedures for identifying and handling abandoned vehicles within the city limits; and

WHEREAS, there is a need to update the ordinance to facilitate a more efficient and streamlined process for reporting and addressing abandoned vehicles; and

WHEREAS, community feedback has highlighted certain limitations in the existing ordinance, necessitating revisions to address concerns related to fairness, transparency, and community engagement; and

WHEREAS, collaboration with local law enforcement agencies and towing services is essential for the successful implementation of an effective abandoned vehicle abatement program, emphasizing the importance of clear communication and cooperation; and

WHEREAS, the safety and aesthetics of neighborhoods significantly contribute to the overall well-being of the community, emphasizing the importance of an updated ordinance that reflects the city's commitment to creating a safe and pleasant environment; and

WHEREAS, that the City Council hereby acknowledges the need for revisions to the abandoned vehicle ordinance, and directs an amendment to the existing ordinance that addresses the aforementioned concerns, ensuring a more effective and responsive system for handling abandoned vehicles within our city.

WHEREAS, in accordance with the Wildomar Municipal Code, the City Council conducted a public meeting on January 17, 2024, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed code amendment for the Abandoned Vehicle Abatement Program, and at which time the City Council received public testimony concerning said ordinance.

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

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE

Chapter 10.04.020 (Definitions) of the Wildomar Municipal Code is hereby amended to add the following new definitions:

"10.04.020 Definitions

As used in this chapter:

"Abandoned vehicle" means any vehicle that is left on any highway, public property, or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interest in it may be reasonably concluded. In reaching a reasonable conclusion one must consider the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses, etc.

"Dismantled vehicle" means any vehicle which is partially or wholly disassembled.

"Inoperative vehicle" means any motor vehicle from which the engine, wheels, tires, or other essential parts have been damaged or removed, or which the engine, wheels, tires, or other essential parts have been altered, damaged, or allowed to deteriorate so that the vehicle cannot and/or is incapable of being driven under its own power or rendering the vehicle unsafe to operate on a highway. The lack of inflated tires, lack of a working engine, transmission, differential, or other essential parts, or left unattended on jacks, blocks, or elevated in any other way which constitutes a threat to the public health, safety, or general welfare.

"Owner of the land" means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.

"Owner of the vehicle" means the last registered owner and legal owner of record.

"Public nuisance vehicle" means any vehicle that is abandoned, wrecked, dismantled, or any inoperative parts thereof that is on public or private property, including highways, and that creates a condition tending to reduce the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an attractive nuisance endangering the health and safety of the general public, harbors rodents, insects and other vermin, or jeopardizes, health, safety and general welfare is a public nuisance.

"Private Property" means property that belongs absolutely to an individual and that person has the exclusive right of disposition. Property of a specific, fixed, and tangible nature, capable of being possessed and transmitted to another, such as houses, lands, vehicles, etc.

"Wrecked vehicle" means any vehicle that is damaged to such an extent that it cannot be operated upon the highway. A vehicle that has been wrecked in a traffic accident and which has been removed from the roadway to a lawful storage facility, but which has not been claimed by its owner, will not be considered an abandoned vehicle for the purposes of this chapter."

SECTION 2. **AMENDMENT TO THE MUNICIPAL CODE**

Section 10.04.030 A.1 (Exemptions) of the Wildomar Municipal Code is hereby amended in its entirety to read as follows:

"10.04.030 A.1 Exemptions

1. A vehicle, or parts thereof, which is completely enclosed within a building or enclosure in a lawful manner where it is not visible from the street or other public or private property; or"

SECTION 3. **AMENDMENT TO THE MUNICIPAL CODE**

Chapter 10.04.050 (Administration and enforcement) of the Wildomar Municipal Code is hereby amended in its entirety to read as follows:

"10.04.050 Administration and enforcement

Except as otherwise provided in this chapter, the provisions of this chapter shall be administered and enforced by the City Manager or their designee. In the enforcement of this chapter, the City Manager or their designee may enter upon private or public property to examine a vehicle or parts thereof, or obtain information as to the identity of a vehicle and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this chapter."

SECTION 4. **AMENDMENT TO THE MUNICIPAL CODE**

Chapter 10.04.070 (Notice of intention to abate) of the Wildomar Municipal Code is hereby amended in its entirety to read as follows:

"10.04.070 Notice of intention to abate

A. Upon discovering the existence of an abandoned, wrecked, dismantled, or inoperative vehicle, or parts thereof, on private property or public property, a 10-day notice of intention to abate shall mailed by registered or certified mail, to the owner of the land and to the last registered and legal owner of the vehicle unless the vehicle is in such condition that identification numbers are not available to determine ownership. Upon determining that such vehicle still exists, and a period of 10 days has elapsed without a request for a hearing, the Code Enforcement Department, its employees, or designees, shall have the authority to remove or cause the removal of the vehicle without a hearing.

B. A ten-day notice of intention to abate and remove the vehicle, or parts thereof, as a public nuisance, shall be mailed by registered or certified mail to the owner of the land and to the owner of the vehicle or parts thereof unless the vehicle is in such condition that identification numbers are not available to determine ownership. The notice shall contain a statement of hearing rights of the owner of the property on which the vehicle is located and of the owner of the vehicle. The statement shall include a notice to the property owner that he or she may appear in person at a hearing or may submit a sworn written statement denying responsibility for the presence of the vehicle on the land with his or her reasons for such denial, in lieu of appearing. In the event that both the property owner and the owner of the vehicle have signed releases authorizing the removal of an abandoned vehicle and waiving further interest in the vehicle or parts thereof, a ten-day notice of intention to abate and remove an abandoned vehicle shall not be required.

C. A ten-day notice of intent to abate and remove an abandoned vehicle shall not be required for the removal of a vehicle or parts thereof which is inoperable due to the absence of a motor, transmission or wheels and is incapable of being towed if all the following criteria are met:

1. Such inoperable vehicle or parts thereof shall be valued at less than $200.00 by an authorized individual pursuant to state vehicle code section 22855, including the following:

    a. Any regularly employed and salaried police officer or other employee designated by the chief of police of the city;

    b. Any regularly employed and salaried deputy sheriff or other employee designated by the sheriff of the county;

    c. Any member of the state highway patrol designated by the commissioner;

    d. Any member of the state police designated by the chief thereof;

    e. Any regularly salaried employee of a city, county or city and county designated by a board of supervisors or a city council pursuant to section 22669(A) of the state vehicle code.

2. Such inoperable vehicle or parts thereof shall be located upon a parcel of land that is:

    a. Zoned for agricultural use; and

    b. Not improved with a residential structure containing one or more dwelling units.

3. Such inoperable vehicle shall have been determined by the Code Enforcement Manager or their designee to be a public nuisance presenting an immediate threat to public health or safety.

4. The owner of the property on which such abandoned vehicle is located shall have signed a release authorizing removal and waiving further interest in the vehicle or parts thereof.

5. Pursuant to section 22654 of the California Government Code, property owner releases are not required in order to commence abatement procedures by removing abandoned vehicles or parts thereof from public right-of-way. All other noticing and owner release must be met prior to disposal of any such vehicle.

6. Prior to the final disposition of such a low-valued vehicle or parts thereof for which evidence of registration was recovered, notice shall be provided to the registered and legal owners of the intent to dispose of the vehicle or parts. In the event that such vehicle or parts thereof is not claimed or removed from the location of storage within 12 days after the notice is mailed, final disposition of the vehicle or part thereof may proceed.

7. The notices of intention shall be in substantially the following forms:

NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED, OR INOPERATIVE VEHICLE OR PARTS THEREOF AS A PUBLIC NUISANCE

(Name and address of owner of the land)

As owner shown on the last equalized assessment roll of the land located at (address), you are hereby notified that the undersigned, pursuant to (section of ordinance or municipal code) of the Wildomar Municipal Code, has determined that there exists upon said land an abandoned, wrecked, dismantled or inoperative vehicle, or parts thereof, registered to _____, license number _____, which constitutes a public nuisance pursuant to the provisions of (ordinance or municipal code chapter number).

You are hereby notified to abate said nuisance by the removal of said vehicle or parts thereof within ten (10) days from the date of mailing of this notice, and upon your failure to do so, the same will be abated and removed by the City and the costs thereof, together with administrative costs, will be assessed to you as owner of the land on which said vehicle or parts thereof is/are located.

As owner of the land on which said vehicle or parts thereof is/are located, you are hereby notified that you may, within ten (10) days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the (hearing body or officer) within such ten-(10) day period, the City Manager or his designee shall have the authority to abate and remove said vehicle or parts thereof as a public nuisance and assess the costs aforesaid, without a public hearing. You may submit a sworn written statement within such ten-(10) day period denying responsibility for the presence of said vehicle or parts thereof on said land, with your reasons for denial, and such statement

shall be construed as a request for hearing at which your presence is not required. You may appear in person at any hearing requested by you or the owner of the vehicle or, in lieu thereof, may present a sworn written statement as stated above in time for consideration at such hearing.

Notice Mailed_____(date) s/_____ (City Manager or designee)

NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED, OR INOPERATIVE VEHICLE OR PARTS THEREOF AS A PUBLIC NUISANCE

(Name and address of last registered and/or legal owner of record of vehicle-notice should be given to both if different)

As last registered (and/or legal) owner of record of (description of vehicle-make, model, license, etc.), you are hereby notified that the undersigned, pursuant to (section of ordinance or municipal code) has determined that said vehicle, or parts thereof, exist(s) as an abandoned, wrecked, dismantled or inoperative vehicle at (describe location on public or private property) and constitutes a public nuisance pursuant to the provisions of (ordinance or municipal code chapter number).

You are hereby notified to abate said nuisance by the removal of said vehicle, or parts thereof, within ten (10) days from the date of mailing of this notice.

As registered (and/or legal) owner of record of said vehicle, or parts thereof, you are hereby notified that you may, within ten (10) days after the mailing of this notice of intention, request a public hearing and if such a request is not received by (hearing body or officer) within such ten-(10) day period, the City Manager or his designee shall have the authority to abate and remove said vehicle or parts thereof without a hearing.

Notice Mailed_____(date) s/) _____(City Manager or designee)"

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

SECTION 7. PUBLICATION.

The city clerk is directed to certify the adoption of this ordinance and cause it to be published in the manner required by law.

SECTION 8. 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 pasting procedure authorized under Government Code Chapter 39633(c).

APPROVED AND ADOPTED this 14th day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: February 14, 2024

SUBJECT: 2nd Reading of Ordinance No. 237, Wildomar Council Salary Ordinance

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

ACTION:
Adopt an Ordinance entitled:

ORDINANCE NO. 237
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO ADJUST THE SALARIES OF THE COUNCILMEMBERS IN ACCORDANCE WITH CALIFORNIA LAW

SUMMARY:
This Ordinance amends section 2.04.040 of the Wildomar Municipal Code to adjust the City Council monthly salary from $400 to $1,275 pursuant to Senate Bill 329. State law allows the City Council to adopt an ordinance providing a monthly salary to Council Members. Senate Bill 329 increases the maximum monthly salary Council members may receive, which has not been adjusted by the State Legislature since 1984.

BACKGROUND:
The City Council approved the first reading of Ordinance No. 237 at a regular meeting on January 17, 2024.

DISCUSSION:
Conduct the 2nd Reading of and adopt Ordinance No. 237, adjusting the Council Salary from $400 to $1,275 pursuant to Senate Bill 329.

FISCAL IMPACT:
This increase will not go into effect until a Councilmember begins a new term in office, which is projected to be in December 2024. As such, there will be no impact in FY2023/24. The impact for FY2024/25 is estimated to be an increase of $30,625 in City Council salaries and $52,500

for each fiscal year thereafter.

ATTACHMENTS:

1. Wildomar Salary Ordinance No. 237

ORDINANCE NO. 237

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO ADJUST THE SALARIES OF THE COUNCILMEMBERS IN ACCORDANCE WITH CALIFORNIA LAW

WHEREAS, California Government Code Section 36515 controls the salary of council members in general law cities and provides that any change in City Council salary be adopted by ordinance pursuant to Section 36516; and

WHEREAS, Senate Bill 329 was adopted to increase the maximum amount of salary for city councilmembers to reflect the important work done by city councilmembers, to take into account the impacts of inflation and economic realities on those who serve as city councilmembers, and to encourage more persons to consider service as council members by making the compensation more reflective of the time and work being performed;

WHEREAS, Senate Bill 329 provides that in cities over 35,000 up to and including 50,000 in population, a city council may enact an ordinance providing that each member of the city council shall receive a salary up to and including one thousand two hundred seventy-five dollars ($1,275) per month.

WHEREAS, the City Council last adjusted its salary to the sum of Four Hundred Dollars ($400.00) per month in 2016, codified in Section 2.04.040 of the Wildomar Municipal Code;

WHEREAS, by this ordinance, the City Council desires to increase City Councilmember salaries to reflect the statutorily authorized adjustments that have not been taken since the last adjustment in 2017;

WHEREAS, Government Code Section 36516.5 further provides that any change in City Council salary be adopted by ordinance pursuant to Section 36516 and shall become effective whenever one or more members of the City Council begins a new term of office.

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

SECTION 1. FINDINGS

A salary adjustment is necessary to help keep the City Council more diverse and to reflect the important work done by city councilmembers. This salary adjustment also takes into account the impacts of inflation and economic realities on those who serve as city councilmembers and encourages more persons to consider service as council members by making the compensation more reflective of the time and work being performed.

SECTION 2. AMENDMENT OF SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE

Section 2.04.040 of Chapter 2.04 of the Wildomar Municipal Code shall be amended to read as follows:

Pursuant to Government Code Section 36516(a)(1), each member of the City Council shall receive a salary of one thousand two hundred seventy-five dollars ($1,275) 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.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

SECTION 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).

PASSED, APPROVED AND ADOPTED this 14th, day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: February 14, 2024

SUBJECT: Adoption of Revised FY2022-23 GANN Limit

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23

SUMMARY:
Adoption of Revised FY2022-23 GANN Limit

DISCUSSION:
Article XIII-B of the California State Constitution places limits on the amount of “proceeds of taxes” that can be spent by all entities of government. “Proceeds of taxes” include some, but not all, revenues. Therefore, the appropriations limit only applies to those City revenues that are considered “proceeds of taxes.”

The annual limit is calculated by multiplying the previous fiscal year’s limit by a factor based on the change in the population and the change in California per capita personal income.

During the fieldwork on the FY2022-2023 annual audit, it was determined that the appropriations limit was exceeded for the fiscal year due to Measure AA proceeds and the reclassifying of the SB130 VLF Replacement Revenue to general purpose taxes which makes them subject to the appropriations limit.

In response to the VLF Replacement Revenue reclassification issue, the State of California passed Cal. Gov, Code 7902.2.2 which allows a City or County to increase its appropriation limit pursuant to a calculation stipulated in the Code, commencing with fiscal year 2020-21.

The current appropriations limit for Fiscal Year 2022-23 is $14,198,109. The actual proceeds of taxes subject to the limit was $18,111,773. California Government Code 7902.2.2 allows for the limit to be increased by $3,913,664 which brings the new limit to $18,111,773. This will bring the City proceeds from taxes back under the limit for FY2022-23.

FISCAL IMPACT:
Recalculating the GANN limit to keep proceeds under the limit will allow the City to retain the general purpose monies received for the year. However, this item does not appropriate any additional funds or revenue.

ATTACHMENTS:
Revised GANN Limit Resolution
Revised FY2022-23 GANN Limit Recalculation with Actuals.pdf

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23

WHEREAS, Constitutional Article XIII-B (Propositions 4 and 111) limits the appropriations State and Local Government may make from the proceeds of taxes and requires State and Local Government to adopt an annual appropriations limit; and

WHEREAS, the permanent FY2009-10 base year appropriations limit of $7,728,041 for the City was established by a vote of the people on November 2, 2010; and

WHEREAS, the appropriations limitation is adjusted annually by multiplying the previous year's appropriations limit by a factor based on either the population growth factor for the City of Wildomar or for the County of Riverside, and by either the change in the California Per Capita Personal Income or the change in Non-residential Construction for the City of Wildomar; and

WHEREAS, the City has received inflation and population data from the State Department of Finance to calculate the Fiscal Year 2022-23 Appropriations Limit; and

WHEREAS, the original appropriations limit for Fiscal Year 2022-23 was $14,198,109; and,

WHEREAS, the City Council of the City of Wildomar wishes to increase this limit in accordance with the instructions stipulated in California Government Code 7902.2.2:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar approves the revised appropriations limit at $18,111,773 for Fiscal Year 2022-23.

The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 14th day of February 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

City of Wildomar
GANN Appropriations Limit

FY 2022-23 CALCULATIONS
(Including $.01 Wildomar Sales Tax)

			Amount	
A.	Fiscal Year 2021-22 Appropriations Limit	**$**	**13,146,189**	
B.	Adjustment Factors:			
	1. Population		1.0042	
	2. Inflation		1.0755	
	Total Adjustment		**1.08001710**	(B1*B2)
C.	FY2022-23 Base Appropriations Limit	$	14,198,109	(B*A)
D.	Other Adjustments	$	-	
	CA Gov Code Section 7902.2.2 Adjustment		3,913,664	
	Lost Responsibility (-)		-	
	Transfer to private (-)		-	
	Transfer to fees (-)		-	
	Assume Responsibility (+)		-	
	Sub-total Adjustments		3,913,664	
E.	FY2022-23 Revised Appropriations Limit		18,111,773	(C+D)
F.	FY2022-23 Appropriations Limit	**$**	**18,111,773**	

Appropriations Subject to Limitation

			Amount	
A.	Proceeds of Taxes	$	18,111,773	
B.	Exclusions (Qualifed Debt Service)		0	
C.	Appropriations Subject to Limitation		18,111,773	(A-B)
D.	Current Year Limit		18,111,773	
E.	Over/(Under) Limit	**$**	**0**	(C-D)

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes, Incl Additional $.01 Sales Tax
Fiscal Year 2022-23

Revenues by Source and Fund

Object No.	Account Description	2022-23 Original Estimated	Original Estimated Proceeds of Taxes	Non-Proceeds of Taxes	#2 Actual Proceeds of Taxes	#3 State "Local Revenue Funds"	#4	#5	#6
	General Fund (100)								
3100	Sales & Use Tax	2,492,600	2,492,600		3,047,113	3,047,113			
3101	Sales & Use Tax TFL	-	-						
3102	Property Tax in Lieu of Sales Tax	-	-						
3103	ERAF Sales Tax	-	-						
3104	Pass Through Payment	178,500	178,500		222,808				
3105	Property Tax-Secured	4,390,800	4,390,800		4,693,940				
3106	Property Tax-Unsecured	205,300	205,300		217,998				
3107	Property Tax-Prior Year	129,200	129,200		157,886				
3108	Property Tax-HOPTR	45,100	45,100		39,948				
3109	Property Tax-Supplemental, SBE	70,700	70,700		252,324				
3110	Real Property Transfer Tax	197,700	197,700		209,120				
3112	Property Tax VLF Swap	-	-						
3113	Property Tax-Misc Adjustments	1,100	1,100		61				
3120	Franchise Fee-Solid Waste	390,000		390,000					
3121	Franchise Fee-Electricity	390,000		390,000					
3122	Franchise Fee-Gas	100,000		100,000					
3123	Franchise Fee-Cable	180,000		180,000					
3124	Franchise Fee-Telecommunications	115,000		115,000					
3200	Business Registration Fees	55,000		55,000					
3201	NPDES Inspection Fee	8,500		8,500					
3210	Planning Fees (Fixed Permit Fees)	500		500					
3220	Cannabis Application Fee	54,000		54,000					
3221	Cannabis Regulatory Fee	428,000		428,000					
3225	Cannabis Sales Tax	316,200	316,200						
3230	Develop/Engineering Permits	6,000		6,000					
3235	Encroachment Permit	96,600		96,600					
3240	Building & Safety Fees	367,600		367,600					
3244	MSHCP Administration Fees	3,000		3,000					
3250	Fire Fees	66,200		66,200					
3260	Private Development Fees	831,400		831,400					
3261	Private Development Fees - Engineering	526,500		526,500					
3265	Animal Control Fees	-		-					
3268	Code Enforcement Fees	100,000		100,000					
3270	Fines & Forfeitures	57,000		57,000					
3271	AMR Fines	20,000		20,000					
3300	Abandoned Property Registration	1,000		1,000					
3310	Public Safety Revenue	17,000		17,000					
3320	Special Event Revenue	8,000		8,000					
3321	Community Room Rental Fee	700		700					
3322	Parks and Recreation	-		-					
3324	RTA Bus Pass	500		500					
3325	Sports Leagues	-	-	-					
3326	Citizen Corp Revenue	-	-	-					
3500	Motor Vehicle License Fee	30,000		30,000	37,639	37,639			
3501	SB 130 Vehicle License Fee Replacement	3,110,000		3,110,000	3,166,686	3,166,686			
3530	County Augmentation	-		-					
3525	State Mandated Cost Reimbursement	17,000		17,000					
3526	State Condemnation Revenue	-		-					
3535	County/Special Dist Reimbursement	-		-					
3540	Grant Revenue	-		-					
3800	Interest Income	24,000		24,000					
3803	NSF Fees	100		100					
3848	Breakfast with Santa	2,000		2,000					
3850	Miscellaneous	15,000		15,000					
3903	DAERF Fees	300		300					
XXXX	Canyon Lake Building Services	-		-					
3900	Transfers In	411,100		411,100					
3901	Prior Period Adjustment	-		-					
	Total General Fund	**15,459,200**	**8,027,200**	**7,432,000**	**12,045,522**	**6,251,438**			

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes, Incl Additional $.01 Sales Tax
Fiscal Year 2022-23

Revenues by Source and Fund

Object No.	Account Description	2022-23 Original Estimated	Original Estimated Proceeds of Taxes	Non-Proceeds of Taxes	#2 Actual Proceeds of Taxes	#3 State "Local Revenue Funds"	#4	#5	#6
	Development Agreement Fund (110)								
3232	Development Agreement Fee	-		-					
3222	Cannabis Development Agreement Fee	361,000		361,000					
3800	Interest Income	100		100					
	Total Development Agreement Fund	**361,100**	**-**	**361,100**	**-**	**-**			
	American Rescue Plan (ARPA) Fund (115)								
3540	Grant Revenue	4,453,000		4,453,000					
3800	Interest Income	-		-					
	Total American Rescue Plan Fund	**4,453,000**	**-**	**4,453,000**	**-**	**-**			
	Measure AA Fund (120)								
3100	Wildomar District Tax	5,075,800	5,075,800		5,366,468	5,366,468			
3800	Interest Income	1,800		1,800					
	Total Measure AA Fund	**5,077,600**	**5,075,800**	**1,800**	**5,366,468**	**5,366,468**			
	Gas Tax Fund (200)								
3503	Gas Tax 2103	310,200		310,200					
3505	Gas Tax 2105	227,800		227,800					
3506	Gas Tax 2106	142,800		142,800					
3507	Gas Tax 2107	289,700		289,700					
3508	Gas Tax 2107.5	6,000		6,000					
3509	Gas Tax Loan Repayment	-		-					
3900	Transfers In	50,000		50,000					
	Total Gas Tax Fund	**1,026,500**	**-**	**1,026,500**	**-**	**-**			
	Measure A Fund (201)								
3520	Measure A	810,000		810,000					
3800	Interest Income	100		100					
	Total Measure A Fund	**100**	**-**	**100**	**-**	**-**			
	TDA Fund (203)								
3524	TDA Article 3 Revenue	1,088,800		1,088,800					
	Total TDA Fund	**1,088,800**	**-**	**1,088,800**	**-**	**-**			
	AQMD Fund (210)								
3510	AQMD-AB2766	46,000		46,000					
	Total AQMD Fund	**46,000**	**-**	**46,000**	**-**	**-**			
	LLMD 89-1C Fund (251)								
3550	Special Assessment	338,600		338,600					
	Total 89-1C Fund	**338,600**	**-**	**338,600**	**-**	**-**			
	CSA 22 Fund (252)								
3550	Special Assessment	32,000		32,000					
3900	Transfers In	-		-					
	Total CSA 22 Fund	**32,000**	**-**	**32,000**	**-**	**-**			
	CSA 103 (Cervera) Fund (253)								
3557	Special Assessment - Street Lights	154,100		154,100					
3558	Special Assessment - Landscape	23,100		23,100					
3900	Transfers In	-		-					
	Total CSA 103 Fund	**177,200**	**-**	**177,200**	**-**	**-**			
	CSA 142 Fund (254)								
3550	Special Assessment	37,500		37,500					
	Total CSA 142 Fund	**37,500**	**-**	**37,500**	**-**	**-**			
	Measure Z Park								
3320	Special Event Revenue	26,400		26,400					
3550	Special Assessment	400,600		400,600					
3855	Other	11,300		11,300					
	Total Measure Z Park Fund	**438,300**	**-**	**438,300**	**-**	**-**			

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes, Incl Additional $.01 Sales Tax
Fiscal Year 2022-23

Revenues by Source and Fund

Object No.	Account Description	2022-23 Original Estimated	Original Estimated Proceeds of Taxes	Non-Proceeds of Taxes	#2 Actual Proceeds of Taxes	#3 State "Local Revenue Funds"	#4	#5	#6
	CFD CFD 2013-1 (All)								
3551	Special Assessment	544,900		**544,900**					
	Total CFD Funds	**544,900**	**-**	**544,900**	**-**	**-**			
	Grants Fund (280)								
3540	Grant Revenue	278,600		278,600					
	Total Grants Fund	**278,600**	**-**	**278,600**	**-**	**-**			
	SLESF Fund (281)								
3540	Grant Revenue	150,000		150,000					
	Total SLESF Fund	**150,000**	**-**	**150,000**	**-**	**-**			
	CDBG Fund (282)								
3540	Grant Revenue	65,000		65,000					
	Total CDBG Fund	**65,000**	**-**	**65,000**	**-**	**-**			
	PEG Grant (283)								
3125	Grant Revenue	35,000		35,000					
	Total PEG Grant	**35,000**	**-**	**35,000**	**-**	**-**			
	Streetlight Fund								
3700	Streetlight Pole Cost Reimbursement	177,100		177,100					
3800	Interst Income	1,500		1,500					
3900	Transfers In	-		-					
	Total Streetlight Fund	**178,600**	**-**	**178,600**	**-**	**-**			
	Cemetery Fund (300)								
3104	Pass Through Payment	21,400	21,400		33,017				
3105	Property Tax-Secured	519,400	519,400		579,936				
3106	Property Tax-Unsecured	23,000	23,000		26,862				
3107	Property Tax-Prior Year	3,600	3,600		7,816				
3108	Property Tax-HOPTR	5,400	5,400		4,886				
3109	Property Tax-Supplemental, SBE	13,700	13,700		37,385				
3111	Property Tax-Teeter	10,000	10,000		9,874				
3113	Property Tax-Misc Adj	200	200		7				
3800	Interest Income	1,600		1,600					
3850	Miscellaneous Income	100		100					
4100-4106	Cemetery Income	66,200		66,200					
	Total Cemetery Fund	**664,600**	**596,700**	**67,900**	**699,784**	**-**			
	Cemetery Fund (301)								
3536	Endowment	25,000	-	25,000					
3800	Interest Income	5,000	-	5,000					
	Total Cemetery Endowment Fund	**30,000**	**-**	**30,000**	**-**	**-**			
	Cemetery CIP Fund (302)								
3900	Transfers In	353,000	-	353,000					
3800	Interest Income	-	-	-					
	Total Cemetery Endowment Fund	**353,000**	**-**	**353,000**	**-**	**-**			
	RMRA (500)	819,700		819,700					
	Capital Grants (501 - 508)	12,687,800		12,687,800					
	Total All Funds	**44,343,100**	**13,699,700**	**30,643,400**	**18,111,773**	**11,617,905**	**6,493,868**	**7,704,241**	**3,913,664**
							#2-#3	#1-#4	**6B if Positive**
	Exclusions (Qualified Debt Service)								**Add to GANN**
	Proceeds of Taxes Subject to Limit			**#2**	**18,111,773**				
	Proposition 4 GANN Limit			**#1**	**14,198,109**			**6b New GANN Limit**	**18,111,773**
	Over/(Under) Limit				**3,913,664**			**Difference**	-

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: February 14, 2024

SUBJECT: FY2022-23 Annual Development Impact Fee Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Receive and file the Annual report for the Development Impact Fees for the Fiscal Year Ending June 30th, 2023.

SUMMARY:
FY2022-23 Annual Development Impact Fee Report

BACKGROUND:
The Mitigation Fee Act, Section 66000 et seq. of the California Government Code (the "Act"), governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development.

The Act requires two specific reporting requirements from the City: 1) A periodic (five-year) report to make findings concerning all unexpended mitigation fees and 2) an annual review of all development impact fees as defined in the Act and to make a public report on the fees available to the public after the end of each fiscal year. The Act requires the report to be placed on an agenda for review at a public meeting not less than 15 days after the report. Only the annual report is required for fiscal year 2022-23.

DISCUSSION:
This current report details the receipt and usage of Development Impact Fees for the period from July 1st, 2022 through June 30th, 2023, thus fulfilling the annual review requirement set forth by the Mitigation Fee Act. The next five-year report will be due in FY 2024/25 and will cover fiscal years 2020 through 2024.

FISCAL IMPACT:
This is only a report concerning the collection and expenditures of development impact fees, therefore it has no fiscal impact.

ACCOUNT CODE:

Funds:
410
420
421
422
423
430
440
450
451
460
461
470
480
490

ATTACHMENTS:

FY2022-23 Wildomar Annual DIF Report.pdf

City of Wildomar

2022/23 Annual Report
On Development Impact Fees
Fiscal Year Ended June 30, 2023

Background

The Mitigation Fee Act, Government Code Section 66000 et seq., (the "Act") governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Fees must be separately accounted for and used for the specific purpose for which the fee was imposed. The City's adopted development impact fees are listed in the attached exhibits. Expenditures are authorized through the annual Operating Budget and the City's Capital Improvement Program.

Development Fee Reporting

The Act requires two specific reporting requirements from the City: 1) A periodic (five-year) report to make findings concerning all unexpended mitigation fees and 2) an annual review of all development impact fees as defined in the Act and to make a public report on the fees available to the public after the end of each fiscal year. Government Code Section 66006(b)(2) requires the report to be placed on an agenda for review at a public meeting not less than 15 days after the report is made available to the public. Only the annual report is required for fiscal year 2022-23.

The report is organized as follows:

Section 1. A brief description of the purpose of each development impact fee, its authorizing legislation, and the current amount (Government Code Section 66006(b) (1) (A)).

Section 2. A summary of the beginning fund balance on July 1st, 2022, annual fee revenue collected as well as interest earned, public improvement expenditures, and the ending fund balance on June 30th, 2023, for each fee (Government Code Section 66006(b)(1)(C) and (D)). Also included is a list of Capital Projects funded in fiscal year 2022-23 with development impact fees.

Section 3. Report of Findings for each fee.

City of Wildomar
Description of Development Impact Fees
Section 1.

The City's Development Impact Fees (DIF) were first adopted at incorporation on July 1, 2008, adopting the fees that were being charged by the County of Riverside at the time. The County transferred all the development impact fee fund balances to the City from development impact fees collected by the County from developments with the new City of Wildomar. The City continued to collect development impact fees in the amounts established by the County from incorporation until the City adopted its own fees after a Development Impact Fee Study was done in January 2014, with the new fees becoming effective on April 1st, 2014. An update to the study was done in April 2015, adding several fees. These DIFs became effective in intervals starting on August 10, 2015. The following development impact fees were adopted:

- **410 – DIF Admin**
- **420 – City Hall**
- **421 – Police Facilities**
- **422 – Animal Shelter**
- **423 – Corporate Yard**
- **430 – Fire Facilities**
- **440 – Transportation – Roads**
- **450 – Transportation – Signals**
- **451 – Drainage**
- **460 – Park Land Acquisition**
- **461 – Park Improvements**
- **470 – Community Center**
- **480 – Multi-Purpose Trails**
- **490 – Library**

The most recent fee update concluded in December 2021 and went into effect on July 1st, 2022. As this report covers FY2022-23, this most recent fee update is in effect. The individual fee amounts, and their designated purpose will be described in detail in the following section. Resolution 2021-76 was also adopted along with the fee study which allows the City to increase the development impact fees described in the following by an amount equal to the average percentage change over the previous year in the California Construction Cost Index starting on July 1st, 2023. This increase will be included in the next annual report.

410 – Development Impact Fee Admin

The purpose of the Admin DIF is to cover the cost of administering and updating the DIF program. This includes legal costs as well as development fee studies, of

which the City has completed three thus far. The first two were with the consulting firm Colgan Consulting Corporation. The first study was carried out between 2012-2013 and completed in January 2014. A second study to update the fees was completed in April 2015. A third study was commissioned in FY2020-21 by NBS Consulting and completed in FY2021-22. This update did not take effect until July 1st, 2022. In this update, the Admin DIF was decreased from 0.48% to 0.30% of DIFs paid. The purpose of this decrease was to account for the overall increase in the Development Impact Fees so that the amount collected remained constant. However, as the Animal Shelter DIF was not updated, the admin fee percentage for this DIF remains at 0.48%.

Current Fee as of 6/30/2023:	
Land Use	**Maximum Fee**
Single Family Residential	$ 0.30% of All DIFs Excluding Animal Shelter
Multi-Family Residential	$ 0.30% of All DIFs Excluding Animal Shelter
Commercial/ Retail	$ 0.30% of All DIFs Excluding Animal Shelter
Office/Business Park	$ 0.30% of All DIFs Excluding Animal Shelter
Light Industrial/Warehousing	$ 0.30% of All DIFs Excluding Animal Shelter

420 – City Hall DIF

Fees are for a purpose-built City Hall to serve both existing and future development. The fee amount is based on future development's proportionate share of a new City Hall building. Calculations are based on a total service population (residents and employees) of 72,305 with a City Hall measuring 20,000 ft^2, which is a slight reduction from the square footage identified in the previous study. The projected cost for a new purpose-built City Hall facility is $10,850,000 with new development's estimated share of the cost at $4,829,697 (45.65%).

The fee amount for the City Hall Facilities Development Impact Fee is as follows:

Land Use	**Maximum Fee**
Single Family Residential	$ 428 per dwelling unit
Multi-Family Residential	$ 297 per dwelling unit
Commercial/ Retail	$ 293 per 1,000 square feet of building space
Office/Business Park	$ 259 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 104 per 1,000 square feet of building space

421 – Police Facilities DIF

The purpose of the Police Facilities DIF is to mitigate the impact of new developments on the need for a Police substation in Wildomar. Currently, the City contracts with the Riverside County Sheriff which operates out of its Lake Elsinore station. The fee calculation considers future service population growth.

The fee amount for the Police Facilities Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 272 per dwelling unit
Multi-Family Residential	$ 189 per dwelling unit
Commercial/ Retail	$ 183 per 1,000 square feet of building space
Office/Business Park	$ 162 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 65 per 1,000 square feet of building space

422 – Animal Shelter DIF

The purpose of the Animal Shelter DIF is to cover the City's debt service share of the new development costs to the regional animal shelter. Wildomar's share of the cost is 17.1%, or $4,168,310. Of that, new development constitutes 37.3%, or $1,555,383. The shelter is located at 33751 Mission Trail, Wildomar, CA 92595. As the debt service amount has not changed, this fee was not updated in the December 2021 DIF study.

The fee amount for the Animal Shelter Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 250 per dwelling unit
Multi-Family Residential	$ 178 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied

423 – Corporate Yard DIF

The purpose of the Corporate Yard DIF is to provide funding for the future acquisition of a corporation yard. The yard will be used to store equipment utilized by the City to meet the maintenance needs of the City. The fee considers both the site acquisition and development. It also incorporates a storage building estimated to be 3,000 ft^2 and future maintenance of the site. New development's share of the cost is projected to be $1,091,043.

The fee amount for the Corporate Yard Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 97 per dwelling unit
Multi-Family Residential	$ 67 per dwelling unit
Commercial/ Retail	$ 66 per 1,000 square feet of building space
Office/Business Park	$ 58 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 23 per 1,000 square feet of building space

430 – Fire Facilities DIF

The purpose of the Fire Facilities DIF is to fund new fire protection facilities. Currently, Wildomar is served by only one fire station within its city limits, Station #61. The City is anticipating adding another station and upgrading or replacing the current facilities. The current fee is based on the cost of adding one additional fire station and one new Type I fire engine.

The fee amount for the Fire Facilities Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 496 per dwelling unit
Multi-Family Residential	$ 344 per dwelling unit
Commercial/ Retail	$ 339 per 1,000 square feet of building space
Office/Business Park	$ 300 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 120 per 1,000 square feet of building space

440 – Transportation - Roads DIF

The purpose of the Transportation-Roads DIF is to help fund improvements to streets, intersections, bridges, and culverts needed to serve future development. The improvements incorporated into the fee are based on the City of Wildomar General Plan Circulation Element. One of the most significant projects is related to Bundy Canyon Road. The total impact fee share for all projects is $106,807,320.

The fee amount for the Transportation-Roads Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 4,293 per dwelling unit
Multi-Family Residential	$ 2,428 per dwelling unit
Commercial/ Retail	$ 12,811 per 1,000 square feet of building space
Office/Business Park	$ 3,867 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 1,765 per 1,000 square feet of building space

450 – Transportation - Signals DIF

The purpose of the Transportation-Signals DIF is to cover the costs of new traffic signals and modifications to existing signals that can be attributed to new development. The specific streetlight infrastructure improvements are outlined in a listing in Appendix A of the 2021 DIF Study for Wildomar. As of the study date, there are 19 new traffic signals slated for installation and 22 existing streetlights targeted for modification to Ultimate 4-Way signals. The total amount to be covered by impact fees is $11,870,806.

The fee amount for the Transportation-Signals Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 477 per dwelling unit
Multi-Family Residential	$ 270 per dwelling unit
Commercial/ Retail	$ 1,424 per 1,000 square feet of building space
Office/Business Park	$ 430 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 196 per 1,000 square feet of building space

451 – Drainage DIF

Drainage is a serious concern to Wildomar as runoff from the steep slopes of the City limits can have notable impacts on the more level western areas of the City. The purpose of the Drainage DIF is to provide for future drainage improvements necessitated by new development to protect the City from flooding in the event of concentrated downpours. Improvements are based on the City Master Drainage Plan and the Riverside County Flood Control Area Drainage Plan that cover parts of the City. The costs of sub-regional collector facilities serving Wildomar are also incorporated into the fee.

The fee amount for the Drainage Development Impact Fee is as follows:

Land Use	Maximum Fee
Residential – Varies with Density	
Residential Estate Density	$ 8,477 per dwelling unit
Residential Very Low Density	$ 8,428 per dwelling unit
Residential Low Density	$ 8,380 per dwelling unit
Residential Medium Density	$ 5,250 per dwelling unit
Residential Med-High Density	$ 3,295 per dwelling unit
Residential High Density	$ 1,681 per dwelling unit
Commercial/ Retail	$ 3,383 per 1,000 square feet of building space
Office/Business Park	$ 2,563 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 2,416 per 1,000 square feet of building space

460 – Park Land Acquisition DIF

The purpose of the Park Land Acquisition DIF is to fund the acquisition of parklands needed to serve new residential development. The fee also includes a small component to pay for the cost of a Master Plan to guide the development. The fee only applies to residential units. Calculations are based on the Quimby Act methodology that stipulates parkland requirements may be based on 3 acres per 1,000 residents. The fee is then multiplied by the expected future dwelling units. The impact fee report explains the methodology more thoroughly.

The fee amount for the Park Land Acquisition Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 978 per dwelling unit
Multi-Family Residential	$ 678 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied

461 – Park Improvements DIF

The purpose of the Park Improvements DIF is to provide funding for park improvements needed to serve new residential development. This fee only applies to residential units.

The fee amount for the Park Improvements Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 9,780 per dwelling unit
Multi-Family Residential	$ 6,780 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied

470 – Community Center DIF

The purpose of the Community Center DIF is to provide funds for a Community Center to serve both existing and future development. The residential population at the time of full City buildout is estimated to be 57,231 and the projected cost of a facility to service them is estimated to be $10,510,500. The revenues from the Community Center DIF are estimated to cover only 35.11% of the costs of buildout.

The fee amount for the Community Center Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 599 per dwelling unit
Multi-Family Residential	$ 415 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied

480 – Multi-Purpose Trails DIF

The purpose of the Multi-Purpose Trails DIF is to cover the future expansion of Wildomar's multi-use trail network. Wildomar currently contains an extensive network of multi-purpose trails ranging from four-foot-wide dirt trails to ten-foot-wide trails of decomposed granite. This fee is meant to cover the expansion of the trail network to include future development as it is built out. This calculation is done based on a City's final service population of 72,305 which includes both residents and non-residents users. There is an estimated $38,904,239 in new trail development of which 46.1% is new development's share.

The fee amount for the Multi-Purpose Trails Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 1,601 per dwelling unit
Multi-Family Residential	$ 1,110 per dwelling unit
Commercial/ Retail	$ 1,076 per 1,000 square feet of building space
Office/Business Park	$ 952 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 381 per 1,000 square feet of building space

490 – Library DIF

The purpose of the Library DIF is to cover the cost of additional books and materials needed for new development. This Riverside County fee was utilized temporarily after the City's incorporation until the City adopted new fees in April 2014 after a study. Collection of the Library DIF ceased on January 31, 2014, and the remaining fund balance is used for books and materials as requested by the County library in Wildomar located on Mission Trail.

The fee amount for the Library Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ Fee No Longer Applied
Multi-Family Residential	$ Fee No Longer Applied
Commercial/ Retail	$ Fee No Longer Applied
Office/Business Park	$ Fee No Longer Applied
Light Industrial/Warehousing	$ Fee No Longer Applied

Section 2.
City of Wildomar Development Impact Fee Report
Annual Summary Report
7/1/2022-6/30/2023

Fiscal Year	410 Administrative	420 City Hall	421 Police Facilities	422 Animal Shelter	423 Corporate Yard	430 Fire Facilities	440 Transportation - Roads	450 Transportation - Signals	451 Drainage	460 Regional Parks/Park Land Acquistion	461 Park Improvements	470 Community Center / Parks	480 Trails	490 Library	Total
Beginning Balance 7/1/2022:	**$ (112,315)**	**$ 446,456**	**$ 558,410**	**$ (766,768)**	**$ 3,071**	**$ 809,445**	**$ 3,618,206**	**$ 344,034**	**$ 974,559**	**$ (59,079)**	**$ 954,329**	**$ 361,553**	**$ 492,927**	**$ 32,623**	**$ 7,657,450**
Revenues:															
Fees Received															
2022-2023	11,114	41,820	24,973	52,073	8,717	48,006	412,350	52,310	213,077	128,609	468,203	49,713	91,629	-	$ 1,602,594
Interest Income															
2022-2023	80	967	957	-	83	1,496	41,094	1,947	3,122	18	16,234	544	1,407	36	$ 67,983
Miscellaneous Income															
2022-2023	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
Total Revenues for 2021/22:	**11,194**	**42,787**	**25,930**	**52,073**	**8,800**	**49,502**	**453,444**	**54,257**	**216,199**	**128,627**	**484,437**	**50,257**	**93,036**	**36**	**$ 1,670,577**
Expenditures:															
General Operating															
2022-2023	-	641	763	-	16	1,123	3,290	406	1,508	18	1,330	544	769	36	$ 10,445
Cost Allocation															
2022-2023	-	-	-	120,678	-	-	-	-	-	-	-	-	-	-	$ 120,678
Library Books															
2022-2023	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	$ 20,000
Capital Projects															
2022-2023	3,381	-	-	-	-	-	1,322,157	118,371	15,366	992,075	62,413	-	-	-	$ 2,513,762
Total Expenditures for 2022/23:	**3,381**	**641**	**763**	**120,678**	**16**	**1,123**	**1,325,447**	**118,777**	**16,875**	**992,092**	**63,743**	**544**	**769**	**20,036**	**$ 2,664,885**
Ending Balance 6/30/2023:	**$ (104,502)**	**$ 488,602**	**$ 583,576**	**$ (835,373)**	**$ 11,855**	**$ 857,823**	**$ 2,746,203**	**$ 279,514**	**$ 1,173,883**	**$ (922,545)**	**$ 1,375,023**	**$ 411,265**	**$ 585,194**	**$ 12,623**	**$ 6,663,141**

Capital Projects Breakdown:	% Funded with DIF															
Master Drainage Plan & DIF Update CIP023	100%	Complete	3,381	-	-	-	-	-	-	-	-	-	-	-	-	3,381
Bundy Canyon Widening Ph I CIP26	75%	Ongoing	-	-	-	-	-	-	1,322,157	-	15,366	-	-	-	-	1,337,523
Bundy/Seller Traffic Signal CIP077	50%	Ongoing	-	-	-	-	-	-	-	64,606	-	-	-	-	-	64,606
Bundy/Monte Vista Signal CIP078	56%	Ongoing	-	-	-	-	-	-	-	53,765	-	-	-	-	-	53,765
Freedom Swing Replacement	100%	Ongoing	-	-	-	-	-	-	-	-	-	22,375	-	-	-	22,375
20 Acre Park Acquisition & Improvements	42%	Ongoing	-	-	-	-	-	-	-	-	-	992,075	-	-	-	992,075
27 Acre Park	10%	Ongoing	-	-	-	-	-	-	-	-	-	-	40,038	-	-	40,038
			3,381	**-**	**-**	**-**	**-**	**-**	**1,322,157**	**118,371**	**15,366**	**992,075**	**62,413**	**-**	**-**	**2,513,762**

Report of Findings
of Development Impact Fee Activity
Section 3.

Note: The 2021 Development Impact Fee study anticipates the buildout of the City in approximately 25 years, or around 2045. No refunds have been issued as of December 2023, but refunds to developers are expected to occur over fiscal year 2024 as part of fee in lieu reimbursements financed through three separate Community Facilities Districts. The fees anticipated to be refunded are currently in a liability holding account and were not counted as revenue. Once the City issues bonds within these Districts, the DIF fees will be refunded to the Developer, and the same amount of bond proceeds will be available to fund appropriate capital projects.

410 – DIF Admin

- The Purpose of the Admin DIF is to cover the costs of administering and updating the DIF program.
- The reasonable relationship between the Admin DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- As this is an Admin fee, the amounts are generally low. The major projects funded out of the Admin DIF are new fee studies and updates. The most recent study was adopted on December 15th, 2021, and went into effect on July 1st, 2022.

420 – City Hall

- The purpose of the City Hall DIF is to provide funding for a purpose-built City Hall to serve both existing and future development.
- The reasonable relationship between the City Hall DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The current building City Hall operates out of was purchased in November 2023. City Hall DIF funds were not used as this building was not purpose-built. The City will eventually require the construction of a new building utilizing these funds and a decision will be made once adequate funding is available.

421 – Police Facilities

- The purpose of the Police Facilities DIF is to provide funding for additional police facilities to serve both existing and future development.
- The reasonable relationship between the Police DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- As the City of Wildomar contracts with the County Sheriff for law enforcement services, the City uses the county facilities for police activities. Therefore, no monies from the Police DIF have been spent yet. Over time, the City will add police facilities and a substation consistent with the City's growth needs when adequate funding is available.

422 – Animal Shelter

- The purpose of the Animal Shelter DIF is to provide funding for the City's portion of the animal shelter costs to serve both existing and future development.
- The reasonable relationship between the Animal Shelter DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by Colgan Consulting dated January 22, 2014.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee study, dated January 22, 2014.
- As the Animal Shelter Debt Service agreement remains unmodified, this fee was not updated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The Animal Shelter DIF fund has been used to fund the City's portion of the animal shelter which was financed before the city incorporated. It will continue to be used for this purpose. The debt will be paid off by 2038.

423 – Corporate Yard

- The purpose of the Corporate Yard DIF is to provide funding for a Corporate Yard to serve both existing and future development.
- The reasonable relationship between the Corporate Yard DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Corporate Yard DIF fund is intended to be used to purchase and maintain

a corporate yard for City use. In prior years it has been used to acquire land on Lemon Street with the intention of using it as part of a corporate yard as needed. As the City grows closer to the anticipated buildout and adequate funding becomes available, a decision will be made regarding the purchase of the corporate yard.

430 – Fire Facilities

- The purpose of the Fire Facilities DIF is to provide funding for fire facilities to serve both existing and future development.
- The reasonable relationship between the Fire Facilities DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Fire Facilities DIF fund is intended to be used to purchase fire facilities to service the City. The current intent is to use funds to acquire another fire station that is more centrally located within the City limits. No location has been chosen yet. The City also plans to purchase another fire engine for the facility. Completion dates will be set when adequate funding is available.

440 – Transportation – Roads

- The purpose of the Transportation-Roads DIF is to provide funding for additional roads and street improvements to accommodate new development.
- The reasonable relationship between the Transportation-Roads DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Transportation-Roads DIF fund is intended to be used for various road projects. Funding has been used to widen sections of the Bundy Canyon Road, which is currently estimated for completion of Phase I in fiscal year 2023-24. Funds are committed to be used for the completion of phases II and III of Bundy Canyon Widening as well as Clinton Keith Widening and Line C Basin.

450 – Transportation – Signals

- The purpose of the Transportation-Signals DIF is to provide funding for new traffic signals and modifications to existing signals to accommodate new development.
- The reasonable relationship between the Transportation- Signals DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of

Wildomar Development Fee Study, dated December 2nd, 2021.

- The Transportation-Signals DIF fund is intended to be used for various traffic signals. It has funded various signals located along Bundy Canyon Road.
- Funding has been committed for adding traffic signals at various points on Bundy Canyon Road.

451 – Drainage

- The purpose of the Drainage DIF is to provide funding for drainage improvements to serve both existing and future development.
- The reasonable relationship between the Drainage DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Drainage DIF fund was used for the Lateral Storm Drain project and improvements as part of the Bundy Canyon Widening project.
- Funds have been committed for future drainage infrastructure improvements as part of the Bundy Canyon Widening project.

460 – Park Land Acquisition

- The purpose of the Park Land Acquisition DIF is to provide funding for the acquisition of land to expand park facilities in accordance with new development.
- The reasonable relationship between the Park Land Acquisition DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Park Land Acquisition DIF fund was used to develop a Parks Master Plan over the years 2013-2016. Monies were also used to buy land for the 11-acre park.
- A new 20-acre park was purchased in June 2023 and was partially funded with DIF revenue.

461 – Park Improvements

- The purpose of the Park Improvements DIF is to provide funding for improving park facilities to serve future development.
- The reasonable relationship between the Park Improvements DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.

- The Park Improvements DIF fund is intended to be used for improving park facilities. Thus far, it has been used for improvements to Malaga Park and planning for the 27-acre Park.
- It has been used for the removal of the Freedom Swing in Marna O'Brien and will fund the replacement facilities in FY2023/24.
- Funds have been committed in FY2023/24 for the design of improvements to the 20-acre and 27-acre parks.

470 – Community Center

- The purpose of the Community Center DIF is to provide funding for a community center.
- The reasonable relationship between the Community Center DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Community Center DIF fund is intended to be used for a community center to serve the city and surrounding population. No date for the center has been scheduled. Funds have been used in prior years to expand the existing City Hall facilities into additional suites to provide community services in accordance with new development. As the City moves closer to buildout and adequate funding becomes available, decisions will be made regarding a dedicated community center.

480 – Multi-Purpose Trails

- The purpose of the Multi-Purpose Trails DIF is to provide funding for fire prevention facilities to serve both existing and future development.
- The reasonable relationship between Multi-Purpose Trails DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Multi-Purpose Trails DIF fund has been used to improve and expand the trail network to accommodate increased usage. The Grand Avenue multi-purpose trail was completed in fiscal year 2018-19. The Bundy Canyon Active Transportation Corridor is estimated to be completed in 2024-25.

490 – Library

- The purpose of the Library DIF is to provide funding for library books and other materials. When the City was incorporated on July 1, 2008, the City adopted the County of Riverside DIF which included a specific DIF for Library Books.
- On April 1, 2014, the City adopted a new DIF program that did not include a

category for the collection of library books and materials for the Mission Trail Library, which is run by the County in Wildomar. With the adoption of the new DIF program, the Library DIF was no longer collected.

- On July 24, 2014, the County of Riverside and the City of Wildomar entered a Memorandum of Understanding (MOU) to use the balance of the Library DIF funds to purchase new library materials for the Mission Trail Library in Wildomar until the funds are exhausted, which is anticipated in fiscal year 2023-24.
- The County invoices the City quarterly for new library materials purchased under this MOU.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: February 14, 2024

SUBJECT: Revised Elected Official and City Staff Travel and Expense Policies

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S ELECTED OFFICIAL TRAVEL AND EXPENSE POLICY AND CITY STAFF TRAVEL AND EXPENSE POLICY

SUMMARY:
Revises the City's Elected Official Travel and Expense and the City Staff Travel and Expense Policies adopted in December 2019.

BACKGROUND:
AB 1234 requires a local agency that provides reimbursement for expenses to members of its legislative body to adopt a written policy concerning what occurrences qualify a member to receive reimbursement of expenses for travel, meals and lodging, while imposing related requirements, including the filing of expense reports, which would be public records. The City adopted an Elected Official Travel and Expense Policy December 11, 2019 that meets all of the requirements of AB 1234. At the same time, the City adopted a City Staff Travel and Expense Policy, to provide guidance for City staff travel and expense reimbursements.

As the number of total City staff increases, there is a growing need for training and subsequent travel. The prior City Staff Travel and Expense Policy and the associated reimbursement form, needed some revisions to clarify approval workflow and requirements. As part of updating the City Staff policy, staff also took a look at the Elected Official Travel and Expense Policy to ensure that it continues to meet the requirements of AB 1234 and that it is

clear and easy to follow. Staff determined that the Elected Official Travel and Expense policy, with the addition of a few clarifying terms and non-substantive changes, continues to meet that need.

DISCUSSION:
Under the staff travel policy, City staff are eligible for reimbursement of per diem for any overnight travel. Under per diem reimbursement, the staff member doesn't provide actual receipts, but would request the per diem daily amount for the City where the training is being held per the daily General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate. A link to the GSA schedule is provided within the City Travel/Expense reimbursement form for use when submitting a reimbursement request. Per AB 1234, elected officials must be reimbursed for actual expenses (necessitating receipts), rather than per diem. Per the Elected Official policy, the daily total of those expenses must be less than or equal to the daily GSA M&IE rates for the City where the training is being held.

Additional key takeaways of the Elected Official policy include:

- City Council is to review all requests for travel expense reimbursement from elected officials for non-budgeted, out-of-county travel, however, if the travel had been discussed by the City Council, such travel should be considered approved for reimbursement.

- Elected officials are required to submit supporting documentation and receipts for all reimbursable purchases, including the elected official's name and the nature of the business.

Additional key takeaways of the City staff policy include:

- Travel and meetings anticipated to cost over $150 or requiring an overnight stay must be approved in writing by the employee's Department Director.
- City vehicles are not to be used for long-distance travel.
- For trips not requiring overnight stays, the actual cost of meals at a hotel, restaurant, cafeteria, cafe or deli consumed by the employee on travel will be reimbursed when documented by appropriate receipts.
- If, in the judgement of the department director, the estimated expense is too high to expect a City employee to finance him/herself and be reimbursed at the conclusion of travel, the department director may authorize a cash advance to the City employee.

FISCAL IMPACT:
Funds for travel and training expenditures have been appropriated as part of the City's biennial budget. There is no additional fiscal impact anticipated based on adoption of these revised policies.

ATTACHMENTS:

Policy_Resolution.docx
Exhibit A Elected Official Travel Policy.docx
Exhibit B City Staff Travel Policy.docx

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S ELECTED OFFICIAL TRAVEL AND EXPENSE POLICY AND CITY STAFF TRAVEL AND EXPENSE POLICY

WHEREAS, the City Council of the City of Wildomar (the "City") adopted Resolutions 2019-82 and 2019-83 approving a travel and expense policy for Elected Officials and a travel and expense policy for City staff respectively, effective December 11, 2019 in compliance with all federal and state regulations and laws, including the United States Internal Revenue Service regulations, and California Assembly Bill 1234 (2005); and

WHEREAS, all reimbursement to City elected officials and City staff is a use of public funds, and the City expects to reimburse reasonable costs incurred by each person when traveling on City business; and

WHEREAS, with a marked increase in new staff, there is a greater need for attendance at training schools, seminars, symposia, conferences, hearings, conventions, and other meetings, necessitating travel and expense reimbursement; and

WHEREAS, the City wishes to update the existing policies to clarify and update guidance to staff and elected officials related to travel and expense reimbursement.

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

SECTION 1. ELECTED OFFICIAL TRAVEL AND EXPENSE POLICY. Upon adoption of this Resolution, City Council adopts the "City of Wildomar Elected Official Travel and Expense Policy" amended as of February 14, 2024 and attached to this Resolution as Exhibit A.

SECTION 2. CITY STAFF TRAVEL AND EXPENSE POLICY. Upon adoption of this Resolution, City Council adopts the "City of Wildomar City Staff Travel and Expense Policy" amended as of February 14, 2024 and attached to this Resolution as Exhibit B.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

City of Wildomar

Elected Official Travel and Expense Policy

PURPOSE

The purpose of the Elected Official Travel and Expense Policy is to establish responsibilities and guidelines for elected officials when attending business or professional conferences, training seminars or other travel on authorized City business.

It is the intent of the City of Wildomar to ensure compliance with all federal and state regulations and laws, including the United States Internal Revenue Service regulations and California Assembly Bill 1234 (2005).

POLICY

In general, all reimbursements to elected officials constitute a use of public funds. The City expects to reimburse reasonable costs incurred by elected officials when traveling on City business, and elected officials are expected to use good judgment in their expenditure of public funds. Reimbursement of business-related expenses paid to elected officials is generally tax-free; however, elected officials must substantiate the expenses with original receipts. A detailed record of all reimbursable expenses incurred during the travel must be submitted on a City Travel/Expense form.

A. Definitions:

1. Business Travel - authorized attendance at Conferences, meetings, and seminars or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes day trips and trips requiring one or more overnight stays in connection with official representation of the City in order to:

a. Communicate with representatives of regional, state and national government on City adopted policy positions.
b. Attend training schools, seminars, symposia, conferences, hearings, conventions or other meetings.
c. Interview persons, inspect facilities or institutions, conduct surveys, and exchange professional information or otherwise travel for the benefit of the City.
d. Act as host to persons who, for protocol reasons, merit appropriate courtesies.
e. Participate in other activities requiring expenditures for travel and/or subsistence as are necessary to serve in the best interest of the City.

2. Business Travel Period – the period of time necessary to travel by the most cost-effective and appropriate travel method to attend conferences, meetings, and seminars related to City business. Additional time required to travel as the result of alternative travel methods selected by elected officials is not included in the business travel period and expenses are not subject to reimbursement.

3. Local Travel - travel within a radius of fifty miles from Wildomar City Hall.

4. Out-of-Town Travel - travel greater than fifty miles from Wildomar City Hall.

5. Mileage Allowance - the reimbursement paid to the elected official for the use of his/her own personal vehicle during travel on official City business. The reimbursement rate will be the prevailing rate established by the Internal Revenue Service (IRS).

6. Allowable Expense - an expenditure deemed by the U.S. General Services Administration (GSA) as a stand-alone expense that is fully reimbursable, and not included as an incidental expense under per diem rates.

7. Incidental Expense - federal travel regulations define "incidental expenses" as fees and tips given to porters, baggage carriers, bellhops, hotel maids, attendants, and similar; transportation between places of lodging or business and places where meals are taken; and the mailing cost associated with filing travel vouchers.

B. Provisions

1. Approvals

a. It is the policy of the City Council to review all requests for travel expense reimbursement from elected officials for non-budgeted, out-of-county travel, before such travel. However, in those cases where prior travel approval was not specifically considered, if the travel had been discussed by the City Council, such travel should be considered approved for reimbursement.

b. Any number of elected officials may attend conferences if funds for such purposes are specifically provided for and included in the annual budget, and the number of attendees is justified in consideration of the additional cost. In the absence of an annual budget, such travel must be approved in advance by the City Council.

2. Transportation

a. Use of air, train, private car or bus shall be selected based on the most cost-effective and appropriate method, taking into consideration distance as calculated by an internet mileage calculator such as Google Maps or Mapquest, as well as total costs to the City after all expense items are tabulated. Trips should be via the most direct and commonly traveled routes. Other routes may be authorized when official business requires their use. Costs associated with indirect routes, stops along the way for personal reasons, or extending the time beyond what is required for official business will not be paid for or reimbursed by the City. Once booked, changes to flights should be avoided whenever possible to minimize the cost to the City.

b. If an elected official wishes to drive rather than fly to a destination, the City will reimburse the elected official the lesser of the mileage rate to and from the site or the amount of the lowest cost airline coach fare within one week after the meeting or conference is booked plus the cost of mileage to and from the airport, the cost of long-term parking, and the cost of transportation from the airport to the meeting or conference site for the time necessary for the business travel only. If parking fees are charged at the meeting or conference location due to the elected official driving their personal vehicle, the mileage and parking costs will be reimbursed up to the cost of the airfare, mileage, parking, and transportation costs listed above for the period of time necessary for business travel. The City will not cover the cost of additional expenditures such as meals, lodging, parking and any other costs incurred as a result of the additional time required to travel by auto.

c. Reimbursement for mileage shall be at the prevailing IRS established rate and mileage will be calculated from Wildomar City Hall. The use of a privately-owned vehicle on City business requires the driver to possess a valid California driver's license and to carry automobile insurance. Any damage to the vehicle or service repairs are of a personal nature and are therefore not reimbursable by the City, and the City shall assume no liability. Reimbursement will be based on the vehicle and not on the number attending (i.e., the owner of the vehicle will be paid and not the passengers). Mileage related to attending conferences or meetings requiring travel is submitted on the Travel Expense Form along with other conference or meeting expenses. Mileage not associated with travel, such as for local events, must be submitted monthly on a Mileage Reimbursement Form within 30 calendar days of the end of the month in order to be eligible for reimbursement. City Council may approve an extension of the 30-day period for extenuating circumstances.

d. Expenditures deemed as an allowable expense by the GSA such as tolls, parking, internet service and checked baggage for airlines, will be fully reimbursed upon presentation of the original receipts for the period of travel time required for City business. If an elected official chooses to extend the trip for additional days, expenditures for these days will not be paid for or reimbursed by the City. The cost of valet parking will only be reimbursed if no self-parking of a lower cost was available.

e. When the use of public air carrier transportation is approved, travel for all personnel shall be in coach class or equivalent service. Private automobile use to and from the airport shall be reimbursed for all miles at the current mileage rate. Long term offsite parking must be used for travel exceeding 24 hours unless the onsite parking rate is lower. If, instead of parking at the airport, the elected official obtains a ride to and from the airport, the cost of the mileage for both round trips will be covered up to what the cost would have been for one round-trip plus the cost of long term parking for the required travel period.

f. While traveling, the use of rental vehicles is discouraged. Shuttle services, buses, taxis, or car services, between airports and meeting locations, including a 15 percent gratuity per fare, will be covered. Rental vehicles shall only be permitted when no other transportation is available, or when alternate transportation would be more expensive or impractical. When rental vehicles are used, the least expensive vehicle practical shall be used, and car rental insurance must be purchased from the rental agency. Car rental fees will be covered only for the period of time required for the official travel.

3. Lodging

A. Lodging shall be obtained at the most economical rate available for good quality accommodations. In general, the City will cover the cost of hotel accommodations at the standard room rate, government room rate, or conference attendee rate, whichever is less. Upgrades to accommodations are not covered and must be paid for directly by the elected official.

i) If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.

ii) The City will pay for a single occupancy room (including taxes, parking and other allowable expenses) for as many nights as is necessary to attend the meeting or conference based on the applicable agenda. Any extension of time for personal use is not covered and must be paid for directly by the elected official. If attendance at an event that is not on the agenda is required resulting in additional lodging, meal or other costs, the elected official must attach a statement or other documentation outlining the time and purpose of the meeting attended to obtain reimbursement for the additional costs. Lodging will be provided to elected officials the night prior to the meeting or conference when flight schedules do not allow for arrival on the day of the event prior to the start. Lodging will be provided the last day of the event only if the event ends late in the day and no return flights are available. Elected officials must cancel any reservation that will not be used. If the City is charged for an unused reservation, the elected official will be responsible for that charge unless circumstances requiring cancellation were reasonably beyond their control.

B. An elected official may stay with a friend or relative while attending an out of town meeting or conference; however, the City will not reimburse the elected official for any payment to the friend or relative for lodging, meals or transportation.

4. Meals, Incidental and Allowable Expenses

A. For trips requiring an overnight stay, the allowable cost of meals at a hotel, restaurant, cafeteria, cafe or deli consumed by the elected official while on required business travel will be reimbursed when documented by appropriate receipts. The cost includes non-alcoholic beverages, taxes, and tips. Elected officials are <u>not</u> eligible to receive a per diem allowance.

i) Elected Officials are eligible to receive reimbursement for actual costs of meals and incidental expenses to the maximum allowance under the GSA Per Diem Rate Schedule (www.gsa.gov) for the city where the meeting or conference took place calculated on a daily basis meaning that the meals in totality will be reimbursed up to the maximum allowable for the day, not on an individual meal basis. Partial days, including the first and last days of the conference or event, will be prorated according to the GSA Per Diem Rate Schedule. Meals for spouses or guests must be paid for by the elected official and are not eligible for reimbursement.

ii) If certain meals are provided during a conference, those meals must be subtracted out of the per diem rate allowed for the day using the GSA Per Diem Rate Schedule provisions for partial days for the city in which the meeting took place. The provision of a "Continental Breakfast" will not be counted as a meal provided for the purposes of this section.

iii) Receipts must show the itemized meal and beverages. Credit card receipts devoid of detail are not acceptable documentation.

iv) Other expenditures deemed by the GSA as an allowable expense (i.e., checked baggage for airlines) are reimbursable.

v) Elected officials are required to submit supporting documentation and receipts for all reimbursable purchases, including the elected official's name and the nature of the business.

B. For trips not requiring overnight stays, the actual cost of meals at a hotel, restaurant, cafeteria, cafe or deli consumed by the elected official while on business travel will be reimbursed when documented by appropriate receipts. The actual cost includes non-alcoholic beverages, taxes, and a 15% tip.

i) Receipts must show the itemized meal and should have elected official's name and the nature of the business documented on them.

ii) Reimbursement shall not exceed the daily meal limit amounts set above, regardless of the number of receipts submitted.

iii) Meals for travel under twenty-four hours may be taxed according to IRS regulations.

iv) Elected officials will not be reimbursed for meals if the location of the meeting or conference is within the City since the elected official could have the meal in the way they normally choose.

v) Elected officials will not be reimbursed for meals which are already included in the conference registration fee.

vi) If an elected official is attending a one-day seminar whereby lunch is not included in the price of the seminar, the reimbursement may not exceed the prevailing U.S. GSA lunch rate for the city in which the meeting took place.

5. Cash Advances

a. If an elected official requires a cash advance for travel expenditures related to city business, a cash advance of a minimum of one hundred ($100) dollars up to a maximum of one thousand five hundred ($1,500) dollars may be made to the elected official.

1) Authorization shall be in the form of a check request from the City Manager to the Administrative Services Department.
2) Cash advances shall be restricted to a maximum of meal and incidental allowances as defined in Section 4.

b. Approved cash advances should be submitted to the Finance Department three weeks prior to the departure date.

1) The elected official will be notified by the Finance Department when the

requested funds are available for pickup immediately prior to the dates of travel.

2) Receipt of a cash advance for travel expenses does not constitute pre-approval for the expenditure of the entire amount so advanced, as all expenditures must be reasonable, justified, and approved.

c. If an elected official has accepted a cash advance, a reconciliation of the advance payment must be made on the basis of actual expenses incurred as part of the expense report and submitted to the City within ten (10) calendar days of returning from the conference or meeting.

1) If actual expenses exceed the amount of the advance, any additional expenses will be reimbursed.
2) If actual expenses do not exceed the expense advance received, the elected official shall reimburse the City for the unused portion within ten (10) calendar days of filing the expense report. Any unreimbursed cash advance will be withheld from the elected official's next stipend.

6. Other Provisions

a. Spouses and guests are permitted to accompany the elected official on City travel and at conferences, seminars, and meetings, except when such accompaniment would interfere with the conduct of City business. Any additional costs associated with the participation of the spouse or other guests are the elected official's responsibility.

b. If Internet access is necessary for City related business, the City will reimburse Internet access connection and/or usage fees away from home during the authorized business travel period. The rate must be listed as such on the invoice, so as not to be confused with other incidental costs.

c. Baggage handling fees of a generally accepted, reasonable amount and gratuities of up to 15% will be reimbursed.

7. Unauthorized Expenses

a. Items of a personal nature are not reimbursable, including movies, entertainment, premium television services, alcoholic beverages, snacks, gift certificates, laundering or dry-cleaning, spas, gyms, barbers, magazines, shoeshine, travel insurance, purchase of clothing or toiletries, loss of tickets, fines or traffic violations, non-mileage personal automobile expenses, including repairs, insurance or gasoline, personal losses incurred while on City business, excess baggage, spouse and/or guest accommodations, office equipment and other items of a personal nature.

b. Spouses and guests can accompany the elected official on City travel and at conferences, seminars· and meetings when using public or private transportation. Any additional costs associated with the participation of the spouse or other guests are the elected official's responsibility including any increased lodging rate due to double occupancy. Any increase in cost due to a spouse or guest accompanying an elected official is not to be charged to the City, and must be paid for directly by the official.

c. Expenses for which elected officials receive reimbursement from another agency are not reimbursable.

d. If unauthorized expenses have been paid by the City, the elected official will be responsible for immediate reimbursement to the City by cash or personal check. If payment has not been received within twenty (20) calendar days after the event, the amount due will be deducted from the elected official's next monthly stipend.

C. Travel/Expense Form

1. Upon return from the event, the elected official must submit an approved Travel Expense Form to the Finance Department within ten (10) calendar days. This form itemizes all expenses associated with the event. All original receipts must be attached, as well as a copy of the conference schedule. Electronic receipts will also be accepted.

2. Expense Forms must document that the expenses in question meet the requirements of this policy. For example, if the meeting is with a legislator, the elected official should explain whose meals were purchased, what issues were discussed, and how those relate to the City's adopted legislative positions and priorities.

3. If an elected official has lost a receipt for a travel-related item, a memo is required. The memo must include the following:

a. Explain the circumstances in detail, such as time, activity, and reason for losing the receipt.
b. Include all receipt information such as place of business, amount, date, description of the item, etc.
c. The elected official must sign the memo.

D. Interpretation of Policy

1. The intent of the policy is to provide guidelines to cover the necessary costs associated with elected officials attending conferences and meetings related to, and for the benefit of, the City of Wildomar in the most cost-effective manner. Fiscal prudence should prevail in the interpretation of the policy as it is impossible to cover every unique situation that may arise. Any disagreement as to how the policy should be applied should be referred to the City Manager.

E. Violations of this Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1) loss of reimbursement privileges;
2) a demand for restitution to the City of Wildomar;
3) the City reporting the expenses as income to the elected official to state and federal tax authorities;
4) civil penalties up to the maximum allowable by law;
5) prosecution for misuse of public resources.

City of Wildomar

City Staff Travel and Expense Policy

PURPOSE

The purpose of the Travel and Expense Policy is to establish responsibilities and guidelines for City employees when attending business or professional conferences, training seminars or other travel on authorized City business. Contractors and consultants are not covered under this policy.

It is the intent of the City of Wildomar to ensure compliance with all federal and state regulations and laws, including the United States Internal Revenue Service regulations.

POLICY

In general, all reimbursements to City employees are a use of public funds. The City expects to reimburse reasonable costs incurred by City employees when traveling on City business, and City employees are expected to use good judgment in their expenditure of public funds.

The City's reimbursement plan is an "accountable plan" by the IRS. The plan includes a combination of reimbursements based upon receipts and a "per diem" component (for overnight travel) approved by the IRS. Because of this, reimbursement of business-related expenses paid to City employees is generally tax-free. Upon return, a detailed record of all reimbursable expenses and/or per diem incurred during the travel must be submitted on a Travel/Expense form.

A. Definitions

1. Business travel - authorized attendance at conferences, meetings, and seminars or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes day trips and trips requiring one or more overnight stays in connection with official representation of the City in order to:
   a. Communicate with representatives of regional, state, and national government on City adopted policy positions.
   b. Attend training schools, seminars, symposia, conferences, hearings,conventions, or other meetings.
   c. Interview persons, inspect facilities or institutions, conduct surveys, and exchange professional information or otherwise travel for the benefit of the City.
   d. Act as host to persons who, for protocol reasons, merit appropriate courtesies.
   e. Transport equipment to and from distant points for repair, maintenance, etc.
   f. Participate in such other activities requiring expenditures for travel and/or subsistence as are necessary to serve in the best interest of the City.
2. Local travel - travel within a radius of fifty miles from the City employee's regular worksite.

3. Out-of-town travel - travel greater than fifty miles from the City employee's regular worksite.
4. Business travel period – the period of time necessary to travel by the most cost-effective and appropriate travel method to attend conferences, meetings, and seminars related to city business. Additional time required to travel as the result of alternative travel methods selected by city employees is not included in the business travel period and expenses are not subject to reimbursement.
5. Mileage allowance - the reimbursement paid to the City employee for the use of his/her own personal vehicle during travel on official City business. The mileage reimbursement rate will be the prevailing rate established by the Internal Revenue Service (IRS).
6. Allowable expense - an expenditure deemed by the U.S. General Services Administration (GSA) as a stand-alone expense that is fully reimbursable, and not included as an incidental expense under per diem rates.
7. Incidental expense - federal travel regulations define "incidental expenses" as fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards; transportation between places of lodging or business and places where meals are taken; and the mailing cost associated with filing travel vouchers.
8. Exempt City Employee - an employee of the City, who, because of his or her positional duties and responsibilities and level of decision-making authority is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are those who are exempt from certain wage and hour laws, i.e. overtime pay. This designation usually applies to the administrative, executive, or professional employees who receive an annual salary, in equal payments weekly, bi-weekly, or at some other specified time interval. Non-exempt City employees are those employees that are not exempt from the overtime provisions of the FLSA.

B. Provisions

I. Approvals

a. All City employees must obtain approval from their department head before incurring any travel expenses. Non-budgeted, out of county travel must be approved by the City Manager or his/her designee.
b. All travel and meetings anticipated to cost over $150 or requiring an overnight stay must be approved in writing, in advance by the employee's Department Director. To accomplish this, the employee will prepare and initial the City's brief "Travel and Meeting Authorization Form". The Department Director will sign, date and return this memo to the employee for subsequent inclusion with the reimbursement request upon return from travel.
c. Any number of City employees may attend conferences if funds for such purposes are specifically provided for and included in the annual budget, and the number of attendees is justified in consideration of the cost. In the absence of an annual budget, such travel must be approved in advance by the City Manager.
d. The only people permitted to attend out-of-state conferences shall be Department Directors unless specific permission has been approved in advance by the City Manager.

e. Every effort shall be made to avoid the simultaneous absence of both the department head and the department head's primary assistant.

2. Transportation

a. Use of air, train, private car or bus shall be selected on the basis of the most reasonable and appropriate method, taking into consideration distance, overtime, lost work time, and total costs to the City after all of the expense items are tabulated. The City employee should also return promptly when business is finished, thereby minimizing the time away from work and ensuring full reimbursement of all related expenses. Trips should be via the most direct and commonly traveled routes. Other routes may be authorized when official business requires their use. Costs associated with indirect routes, stops along the way for personal reasons, or extending time beyond what is required for official business will not be paid for or reimbursed by the City.

b. If a City employee wishes to drive rather than fly to a destination, the City will reimburse the lesser of the mileage rate to and from the site or the amount of the booked plus the cost of mileage to and from the airport, the cost of long-term parking, and the cost of transportation from the airport to the meeting or conference site for the time necessary for business travel only. If parking fees are charged at the meeting or conference location due to the City employee driving their personal vehicle the mileage and parking costs will be reimbursed up to the cost of the airfare, mileage, parking, and transportation costs listed above for the period of time necessary for business travel. The City will not cover the cost of additional expenditures such as meals, lodging, parking, and any other costs incurred due to the additional time required to travel by auto.

c. Reimbursement shall be at the prevailing IRS established rate. Mileage will be calculated from either the workplace or the City employee's home to the destination and reimbursed on the lesser of the two. The use of a privately-owned vehicle on City business requires the driver to possess a valid California driver's license and to carry automobile insurance. Any damage to the vehicle or service repairs are of a personal nature and therefore not reimbursable by the City and the City shall assume no liability. Reimbursement will be based on the vehicle and not on the number of City employees attending (i.e., the owner of the vehicle will be paid and not the passengers). Mileage will not be reimbursed to City employees using City vehicles. City employees who receive an auto allowance may be reimbursed mileage only if the travel is greater than 100 miles round trip.

d. Expenditures deemed as an allowable expense by the GSA, such as tolls, parking, Internet service and checked baggage for airlines will be fully reimbursed upon presentation of the original receipts for the period required for City business. The cost for valet parking will only be reimbursed if no self-parking for a lower price was available.

e. When the use of public air carrier transportation is approved, travel for all personnel shall be in coach class or equivalent service. Private automobile use to and from the airport shall be reimbursed for all miles at the current mileage rate. Long-term

parking must be used for travel exceeding 24 hours unless the onsite parking rate is lower.

f. While traveling, the use of rental vehicles is discouraged. Shuttle services, buses, taxis, or car services between airports and meeting locations, including a fifteen (15) percent gratuity per fare, will be covered. Rental vehicles shall only be permitted when no other transportation is available or when alternate transportation would be more expensive or impractical. Prior approval from the City Manager is required. When rental vehicles are used, the least expensive vehicle practical shall be used, and car rental insurance should be purchased from the rental agency.

g. When travel time occurs outside of regular working hours, the City employee will not be compensated for the travel time when they are a passenger on an airplane, train, boat, bus or car. If a non-exempt City employee is required to drive and he/she is the driver, then that travel time will be compensated. Department heads are required to pre-approve any overtime that may occur due to the scheduling of a backup for the City employee while he/she is away on City business.

h. City vehicles are not to be used for long-distance travel. If daily training occurs within a 50-mile radius, staff may opt to use a City fleet vehicle if it is not already in use for City business. Under no circumstances should a City vehicle be taken on an overnight basis.

3. Lodging

a. Lodging shall be obtained at the most economical rate available for good quality. In general, hotel accommodations should be for the standard room rate, government room rate, or conference attendee rate, whichever is less. Upgrades to accommodations are not covered.

1) If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
2) The City will pay for a single occupancy room (including taxes, parking and other allowable expenses) for as many nights as is necessary based on the time and location of the event. Lodging will be provided to City employees the night prior to the meeting or conference when flight schedules do not allow for arrival on the day of the event prior to the start. Lodging will be provided on the last day of the event only if the event ends late in the day and no return flights are available.
3) City employees must cancel any reservation that will not be used. If the City is charged for an unused reservation, the City employee will be responsible for that charge unless circumstances requiring cancellation were reasonably beyond their control.

b. A City employee may stay with a friend or relative while attending an out-of-town meeting or conference; however, the City will not reimburse the City employee for any payment to the friend or relative for lodging or meals or transportation.

4. Per Diem Allowance

a. All employees traveling out-of-town that requires overnight stays are deemed to be on a "per diem" plan for purposes of submitting supporting documentation and receipts for any cash advance or per diem allowances in accordance with Internal Revenue Service regulations then in effect. The method to compute reimbursement will be the prevailing per diem rate schedule published by the GSA Per Diem Rate Schedule. To qualify for this rate, a City employee must attend an out-of-town event for more than twenty-four hours.
   I) Receipts are not required for meals and incidental expenses (M&FE) reimbursed as part of the per diem allowance.
   II) Employees are responsible for their own meals and incidental expenses for all local travel.
      a) On an exception basis, as preapproved by the City Manager, employees may be eligible for reimbursement of meals and incidental expenses up to the per diem allowance for local travel.

b. The per diem allowance shall be the standard meal allowance for meals and incidental expenses in effect for the area where the traveler stops for rest or sleep.

c. The GSA Per Diem Rate Schedule includes provisions for partial days, including first and last days of conference or event and a meal and incidental breakdown.
   1) If certain meals are provided during a conference, those meals must be subtracted out of the per diem rate using the GSA Per Diem Rate Schedule provisions for partial days for the city in which the meeting took place.
   2) The provision of a "Continental Breakfast" will not be counted as a meal provided for the purposes of this section.

5. Meal Expenses for Travel Not Requiring Overnight Stays

a. For trips not requiring overnight stays, the actual cost of meals at a hotel, restaurant, cafeteria, cafe or deli consumed by the City employee while on business travel will be reimbursed when documented by appropriate receipts. The actual cost includes non-alcoholic beverages, taxes, and tips.
   i. Receipts must show the itemized meal and should have the City employee's name and the nature of the business documented.
   ii. Reimbursement shall not exceed the daily meal limit amounts set above, regardless of the number of receipts submitted.
   iii. Meals for travel under twenty-four hours may be taxed according to IRS regulations.
   iv. City employees will not be reimbursed for lunches if the location of the conference is within the City since the City employee could have lunch in the manner they normally choose.
   v. City employees will not be reimbursed for lunches which are already included in the conference registration fee.

vi. If a City employee is attending a one-day seminar whereby lunch is not included in the price of the seminar, the reimbursement may not exceed the prevailing GSA lunch rate for the city in which the meeting took place.

6. Cash Advances

a. If, in the judgment of the department director, the estimated expense is too high to expect a City employee to finance him/herself and be reimbursed at the conclusion of the travel, the department director may authorize a cash advance of a minimum of one hundred ($100) dollars up to a maximum of one thousand five hundred ($1,500) dollars to the City employee.
   1) Authorization shall be in the form of a Memorandum from the department director to the Finance Department.
   2) Exceptions may be granted by the City Manager.

b. Cash advances shall be restricted to a maximum of per diem allowances as defined in Section 4.

c. Approved cash advances should be submitted to the Finance Department three weeks prior to the departure date.
   1) The City employee will be notified by the Finance Department when the requested funds are available for pickup immediately prior to the dates of travel.
   2) Receipt of a cash advance for travel expenses does not constitute pre-approval for the expenditure of the entire amount so advanced, as all expenditures must be reasonable, justified and approved.

d. If a City employee has accepted a cash advance, a reconciliation of the advance payment must be made based on actual expenses incurred as part of the expense report and submitted to the City within ten (I0) calendar days of returning from the conference or meeting.
   1) If actual expenses exceed the amount of the advance, any additional expenses will be reimbursed.
   2) If actual expenses do not exceed the expense advance received, the City employee shall attach a personal check made payable to the City of Wildomar for the unused portion of the advance.
   3) If reimbursement for unused or unsubstantiated expenses has not been received within ten (10) calendar days of returning from the conference or meeting, or if no Travel and Expense form has been submitted, the amount advanced or unsubstantiated will be withheld from the employee's next paycheck.

7. Reservations

a. Where possible, all requests for advance payment of conference or meeting-related expenses (i.e. registration, hotel, etc.) must be submitted to the Finance Department five weeks prior to the departure date.
   I) The payment will be paid directly to the vendor by City warrant or Credit Card.

8. Other provisions

   a. Spouses and guests are permitted to accompany the City employee on City travel and at conferences, seminars, and meetings, except when such accompaniment would interfere with the conduct of City business. Any additional costs associated with the participation of the spouse or other guests are the City employee's responsibility.
   b. If Internet access is necessary for City related business, the City will reimburse internet access connection and/or usage fees away from home for the necessary business travel period only. The rate must be listed as such on the invoice, so as not to be confused with other incidental costs.
   c. Baggage handling fees of a generally accepted, reasonable amount and gratuities of up to 15% will be reimbursed.

9. Unauthorized Expenses

   a. Items of a personal nature are not reimbursable, including: movies, entertainment , premium television services, alcoholic beverages, snacks, gift certificates, laundering or dry-cleaning, spas, gyms, barbers, magazines, shoeshine, travel insurance, purchase of clothing or toiletries, loss of tickets, fines or traffic violations, non-mileage personal automobile expenses, including repairs, insurance or gasoline, personal losses incurred while on City business, excess baggage, spouse and/or guest accommodations, office equipment, and other items of a personal nature.
   b. The City will not reimburse for any costs associated with intra-staff meetings (i.e., staff meals and refreshments are not reimbursable). Special training sessions, goal-setting workshops, and other unique one-time meetings or situations may be pre-approved by the City Manager on a case-by-case basis. The City will not reimburse for optional quasi-social functions such as retirement or testimonial dinners unless approved in advance by the City Manager. The City will not reimburse for political or charitable contributions.
   c. Spouses and guests can accompany the City employee on City travel and at conferences, seminars, and meetings when using public or private transportation. Spouses and guests are not allowed to accompany the City employee in a City vehicle. Any additional costs associated with the participation of the spouse or other guests are the City employee's responsibility. This includes any increased rate due to double occupancy.
   d. Expenses for which City employees receive reimbursement from another agency are not reimbursable.
   e. If unauthorized expenses have been paid by the City (i.e., via credit card or petty cash) the City employee will be responsible for immediate reimbursement to the City. If expenses have not been reimbursed within ten (10) calendar days of discovery, expenses will be recovered through a payroll deduction on the employee's next paycheck.

C. Travel/Expense Form

1. Upon return from the event, the City employee must submit an approved Travel/Expense Form to the Finance Department. This form itemizes all expenses associated with the event and is approved by the department head. All original receipts must be attached, as well as a copy of the conference schedule. This form is due to the Finance Department within ten (10) working days of the City employee's return.
2. Expense Forms must document that the expenses in question meet the requirements of this policy. For example, if the meeting is with a legislator, the City employee should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.
3. If a City employee has lost a receipt for a travel-related item, a memo is required. The memo must include the following:
    a. Explain the circumstances in detail, such as time, activity, and reason for losing the receipt
    b. Include all receipt information such as place of business, amount, date, description of item, etc.
    c. The City employee must sign the form.
    d. The department head must sign.

D. Interpretation of Policy

The intent of the policy is to provide guidelines to cover the necessary costs associated with City employees attending conferences and meetings related to, and for the benefit of, the City of Wildomar in the most cost-effective manner. Fiscal prudence should prevail in the interpretation of the policy as it is impossible to cover every unique situation that may arise. Any disagreement as to how the policy should be applied should be referred to the City Manager.

E. Violations of this Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all the following:

1) Loss of reimbursement privileges;
2) Revocation of City credit card;
3) Demand for restitution to the City of Wildomar;
4) Reporting the expenses as income to the City employee to state and federal tax authorities;
5) Civil penalties up to the maximum allowable by law;
6) Prosecution for misuse of public resources; and
7) Other disciplinary measures as allowable under City Personnel Rules.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: February 14, 2024

SUBJECT: Clinton Keith and Stable Lanes Mass Grading Agreement

SUBMITTED BY: Ninette Eva

PREPARED BY: Matt Kramer

ACTION:
Authorize the City Manager to execute the Mass Grading Agreement with Stable Lanes Village, LP (Developer).

SUMMARY:
The Developer is required to enter into a grading agreement to complete mass grading activities. The agreement identifies the Developer's obligations to the City in performing and completing the mass grading and provides the City with a bond to secure the grading activities for the project.

BACKGROUND:
Stable Lanes Village, LP, (Developer) is currently processing a pre-application review with the Planning Department for a proposed project at the southwest corner of Clinton Keith Road and Stable Lanes Road. The project is a proposed 13,454 square foot retail center which includes a 5,724 square foot car wash, a 1,500 square foot drive-thru quick serve restaurant, and a 5,000 square foot multi-tenant drive-thru building. The project site is 4.63 acres. An aerial map of the project is shown on Attachment A.

The site was previously disturbed and mass graded several years ago. However, in advance of the site approvals, the Developer has processed new mass grading plans to export additional soil from the site. The new mass grading plans for the Project have been reviewed and approved by City staff.

DISCUSSION:
In order to complete the mass grading activities, the Developer is required to enter into a Mass Grading Agreement (Attachment B) which identifies the Developer's obligations to the City in performing and completing the grading. The agreement also provides the City with a bond to secure the grading for the project. If the Developer fails to fulfill their obligations, the bond

provides a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition.

The bond amount is based on the Developer's engineer's grading bond estimate shown as part of Attachment B.

Staff recommends that the City Council authorize the City Manager to execute the Mass Grading Agreement with the Developer.

FISCAL IMPACT:
There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits/fees.

ATTACHMENTS:
A - Aerial Map.pdf
B - Mass Grading Agreement, Grading Bond and Grading Bond Estimate

ATTACHMENT A



Aerial Image of
Stable Lanes Project PM 5951
(highlighted in yellow)

ATTACHMENT B

Mass Grading Agreement,
Faithful Performance Bond and Grading
Bond Estimate

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and Stable Lanes Village, LP., a California limited partner, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as Clinton Keith and Stable Lanes Project (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of Two Hundred Thirty Four Thousand Dollars ($234,000.00), which covers mass grading only.

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

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

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

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

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

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

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

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

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

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

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

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

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

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

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

Landowner
Stable Lanes Village, LP.
Attn: Hagop Kofdarali
PO Box 1958
Corona, CA 92879
Phone Number: 951-280-3833

FIFTEENTH: Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to sign this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

Stable Lanes Village, LP., a California limited partnership
By: J&T Management Company, Inc., a
California corporation, it's General Partner

By: _____
Hagop Kofdarali, President

Date 1/29/2024

City of Wildomar

By: _____

Date _____

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

By: _____

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

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 Riverside)

On Jan 29, 2024 before me, Kathleen Valenzuela notary public
(insert name and title of the officer)

personally appeared Hagop Kofdamli,
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.

KATHLEEN VALENZUELA
Notary Public - California
Riverside County
Commission # 2386215
My Comm. Expires Jan 7, 2026

Signature Kathleen Valenzuela (Seal)

BOND EXECUTED IN DUPLICATE

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(Mass Grading)

FOR:

On-site Grading
$ 234,000.00

Tract No.

Premium
$ 3,508.00

Parcel Map No.
PM5951 MB 15

Bond No.
54257346

Surety
United Fire & Casualty Company

Address
PO Box 73909

City/State
Cedar Rapids, IA

Zip
52407-3909

Phone
(319) 399-5700

Principal
Stable Lanes Village, LP.

Address
PO Box 1958

City/State
Corona, CA

Zip
92879

Phone
951-280-3833

WHEREAS, the City of Wildomar, Riverside County, State of California, and Stable Lanes Village, LP. (hereinafter designated as ("principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map) PM5951 MB 15, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and United Fire & Casualty Company, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of Two Hundred Thirty Four Thousand & 00/100 Dollars ($ 234,000.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on January 29, 2024.

NAME OF PRINCIPAL: Stable Lanes Village, LP., a California limited partnership
By: J&T Management Company, Inc., a California corporation, it's General Partner

AUTHORIZED SIGNATURE(S): _____ President
By: Hagop Kofdarali — Title

_____ _____
Title

_____ _____
Title

(If Corporation, Affix Seal)

NAME OF SURETY: United Fire & Casualty Company

AUTHORIZED SIGNATURE: _____ Terah Lane, Attorney-In-Fact
Its Attorney-in-Fact — Title

(If Corporation, Affix Seal)

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

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On Jan 30, 2024 before me, Kathleen Valenzuela notary public
(insert name and title of the officer)

personally appeared Hagop Kofdarali,
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.

KATHLEEN VALENZUELA
Notary Public - California
Riverside County
Commission # 2386215
My Comm. Expires Jan 7, 2026

Signature Kathleen Valenzuela (Seal)

KATHLEEN VALENZUELA
Notary Public - California
Riverside County
Commission # 2386215
My Comm. Expires Jan 7, 2026

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — CIVIL CODE 1189

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

State of California)

County of Orange)

On 1/29/2024 before me, Heather Rose Saltarelli, Notary Public,

personally appeared Terah Lane
Name(s) of Signer(s)

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

HEATHER ROSE SALTARELLI
Notary Public - California
Orange County
Commission # 2409440
My Comm. Expires Jul 27, 2026

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

WITNESS my hand and official seal.

Signature: Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

---------- *OPTIONAL* ----------

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Terah Lane

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

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARK RICHARDSON, VANESSA COPELAND, KEVIN CATHCART, LISA PELLERITO, TERAH LANE, NICOLE EVANS, JAMES A. SCHALLER, MIKE PARIZINO, RACHELLE RHEAULT, KIM LUU, JERI APODACA, HEATHER SALTARELLI, NICK PARIZINO, LEIGH MCDONOUGH, CARLOS A. ALBELO, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of February, 2022

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 15th day of February, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

Judith A Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of January, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

City of Wildomar
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: PM 5951 MB 15 Pg. 68 Date: 9/25/2023
PP, CU, PU, MS OR VL No: Parcel 4 City Project No 23-0106

Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 9,500.00	$ 9,500.00
1	LS	Temporary Facilities and Utilities	$ 5,000.00	$ 5,000.00
		Demolition and Removal		
5	AC	Clearing and Grubbing	$ 1,000.00	$ 4,500.00
		Rough Grading		
	CY	Mass Excavation	$ 0.60	$ -
62,210	CY	Import and Export Material	$ 2.80	$ 174,188.0
		Erosion Control		
280	LF	Place Gravel Bags 2 Course High	$ 8.00	$ 2,240.00
1,905	LF	Silt Fence	$ 8.00	$ 15,240.00
1	EA	Install Stabilized Construction Entrance	$ 2,000.00	$ 2,000.00
	AC	Soil Binder		$ -
10	EA	Place Gravel Bags to protect CB	$ 4.00	$ 40.00
		10% Contingency		$ 21,270.80
		Total		$ 234,000.00

Signature 9/25/2023
Date

Jacob Vandervis, P.E.
Vice President, COO
Name (type or printed)

C46301
RCE No.

Expiration Date

PROFESSIONAL ENGINEER
REGISTERED
JACOB VANDERVIS
No. C046301
Exp. 12-31-24
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

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

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

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

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: February 14, 2024

SUBJECT: Updates to Position Classification Descriptions, Revising Position Classification Schedule, and Adopting a New Pay Plan

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE MAINTENANCE MANAGER AND THE ENGINEERING DIVISION MANAGER CLASSIFICATION DESCRIPTIONS; AUTHORIZING THE CITY MANAGER TO AMEND FUTURE CLASSIFICATION DESCRIPTIONS, REQUIRING A PROFESSIONAL CIVIL ENGINEER LICENSE FOR THE SENIOR ENGINEER CLASSIFICATION; REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE MAINTENANCE MANAGER AND THE ENGINEERING DIVISION MANAGER CLASSIFICATIONS AND DESIGNATE SENIOR ENGINEER, SENIOR ACCOUNTANT AND SENIOR PLANNER CLASSIFICATIONS AS EXEMPT; AND AMENDING THE EXISTING PAY PLAN

SUMMARY:
This action will approve two new classification descriptions to include Maintenance Manager and Engineering Division Manager; update the Senior Engineer classification to require a Professional Civil Engineer license; allow the City Manager to approve changes to classification descriptions that do not substantially change the duties of the position; add the placement of the Maintenance Manager and Engineering Division Manager and update the exempt status for Sr Accountant, Sr Planner, and Sr Engineer classifications on the Position Classification Plan; amend the existing Pay Plan to set the pay range for the Maintenance Manager and Engineering Division Manager; adjust the salary for the Senior Engineer; and update the pay plan for Sr Accountant and Sr Planner to pay grade 223 and 224, respectively, to correlate with exempt classifications, as well as other administrative adjustments.

BACKGROUND:
As the City grows, the needs of the organization are evolving. The Public Works/Engineering Department is transitioning from relying on contract work to hiring City employees to complete the work. As additional staff are brought on board, it is important to have supervisory and management staff in place to organize, plan, and direct their work. Additionally, properly classifying current staff under the Fair Labor Standards Act (FLSA) is crucial for consistency and efficiency across the organization. There are three classifications that fall under the category of Professional Employee for exemption from the FLSA, that are not currently classified as such.

DISCUSSION:
The Public Works/Engineering Department oversees several regulatory compliance programs, as well as the development of an asphalt maintenance program beginning in fiscal year 2024-25. It is recommended that a Maintenance Manager position be added to provide the regulatory and program oversight necessary to ensure compliance and efficiency. This position will establish field maintenance programs throughout the City. In addition, the Maintenance Manager will provide contract management and budgetary oversight for assigned maintenance work. It is recommended that the Maintenance Manager be added to the City's Classification Plan as an exempt position and established at Pay Grade 226 on the City's current Pay Plan, with an annual maximum salary of $126,936. The recommendation for this pay grade is based on internal alignment with other management classifications in the City and the recommended scope of responsibilities.

Land Development and CIP projects require significant project management capability. While having a Senior Engineer overseeing each area is ideal, there are many talented individuals working in the field with a similarly high level of experience without a Professional Civil Engineer license. City staff recommend adding an Engineering Division Manager as part of the Engineering classification series. This allows for flexible staffing to hire at either the Senior Engineer level or at the Engineering Division Manager level with the intention of progressing to a Senior Engineer once experience and certifications warrant. The current job description for Senior Engineer does not require a Professional Civil Engineer license. It is recommended that the Senior Engineer job classification be amended to include the requirement of a Professional Civil Engineer license issued by the State of California. Senior Engineers differentiate from Engineering Division Managers with the former having a Professional Civil Engineer license. The Engineering Division Manager classification is an exempt Manager position. Staff recommend setting the salary for Engineering Division Manager at Pay Grade 226, with a maximum annual salary of $126,936. Additionally, to address internal compaction, it is recommended that the annual salary range for Senior Engineer be adjusted to Pay Grade 228, with a maximum annual salary of $139,947. This range adjustment brings the Senior Engineer classification to median range within the area and recognizes the significance of the Professional Civil Engineer license.

The needs of the organization are continuing to evolve, as are classification descriptions. In order to accurately identify the needs of the City and the expectations of staff, it is critical to keep classification descriptions up to date. Although some revisions may be minor and not affect the overall objective of the classification, it is still important to update the classification descriptions in a timely manner. Staff recommend that the City Council authorize the City Manager to approve updates to classification descriptions that do not change the overall scope of the classification.

The Fair Labor Standards Act (FLSA) provides exemptions to the FLSA requirements for certain classifications, Professional Employees are one such exemption. Positions identified as exempt include Professional Employees making $66,560 annually, with primary duties requiring advanced knowledge utilizing consistent exercise of discretion and judgement, the advanced knowledge must be in a field of science or learning, and the advanced knowledge must customarily be acquired through specialized education. The Senior Accountant, Senior Planner, and Senior Engineering classifications meet all of these requirements. Staff recommends updating the Position Classification Schedule to appropriately classify these positions as exempt under the Fair Labor Standards Act and moving them to the correlating Pay Grade on the City's Pay Plan associated with exempt classifications, as well as other minor administrative adjustments to the Pay Plan.

FISCAL IMPACT:
There are sufficient funds from current vacancies to support the addition of the Maintenance Manager for the remainder of Fiscal Year 2023/24. This position will be budgeted in the Public Works budget, equally coming from accounts 120-450-4500 and 200-450-4500.

The addition of the Engineering Division Manager classification does not have any financial impact as it is not adding a new authorized position. Adjusting the Senior Engineering pay grade has no financial impact. The budgeted amount for the authorized position will stay the same.

Allowing the City Manager to make changes to the classification descriptions has no financial impact.

Designating the Senior Accountant, Senior Planner and Senior Engineer as exempt employees has no financial impact.

ACCOUNT CODE:
120-450-4500 and 200-450-4500

ATTACHMENTS:
Attachment A - Resolution
Exhibit A - Job Descriptions Maintenance Manager and Sr Engineer/Engineering Division Manager

Exhibit B - Position Classification Schedule FY2022-23
Exhibit C - Pay Plan Effective 2-14-2024

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE MAINTENANCE MANAGER AND THE ENGINEERING DIVISION MANAGER CLASSIFICATION DESCRIPTIONS; AUTHORIZING THE CITY MANAGER TO AMEND FUTURE CLASSIFICATION DESCRIPTIONS, REQUIRING A PROFESSIONAL CIVIL ENGINEER LICENSE FOR THE SENIOR ENGINEER CLASSIFICATION; REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE MAINTENANCE MANAGER AND THE ENGINEERING DIVISION MANAGER CLASSIFICATIONS AND DESIGNATE SENIOR ENGINEER, SENIOR ACCOUNTANT AND SENIOR PLANNER CLASSIFICATIONS AS EXEMPT; AND AMENDING THE EXISTING PAY PLAN

WHEREAS, the City of Wildomar ("City") is growing and evolving as a public agency;

WHEREAS, the City has historically utilized contract services to ensure City roads, sidewalks and rights-of-ways are maintained in a safe and efficient manner, and is in the process of transitioning to City staff providing these services; and

WHEREAS, the addition of in-house maintenance staff requires additional oversight, maintenance program management, and contract management;

WHEREAS, the Public Works/Engineering Department oversees several regulatory compliance programs;

WHEREAS, in order to oversee the Public Works maintenance staff, ensure regulatory compliance, and manage other contract services, the City wishes to add the Maintenance Manager classification to the Position Classification Schedule;

WHEREAS, Land Development and CIP projects require significant project management capability;

WHEREAS, the City wishes to add the Engineering Division Manager classification to the Position Classification Schedule in order to provide a succession path for highly capable staff working towards their license;

WHEREAS, requiring the Senior Engineer to have a Professional Civil Engineer license appropriately identifies the Senior Engineer;

WHEREAS, regular non-substantive updates to the job descriptions are necessary as the City evolves, in order to ensure job descriptions are accurately representative of the needs of the City and the duties performed;

WHEREAS, the Fair Labor Standards Act provides exemptions for Professional Employees and appropriately designating staff as exempt is essential; and

WHEREAS, the City wishes to designate the Senior Accountant, Senior Planner, and Senior Engineer classifications as exempt Professional Employees under the Fair Labor Standards Act.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of

Wildomar, California, as follows:

SECTION 1. POSITION CLASSIFICATION DESCRIPTIONS. Effective February 14, 2024, City Council adopts the Maintenance Manager and Engineering Division Manager classification descriptions, attached to this Resolution as Exhibit "A"

SECTION 2. REQUIRE PROFESSIONAL CIVIL ENGINEER LICENSE FOR SENIOR ENGINEER CLASSIFICATION. Effective February 14, 2024, City Council approves the updated classification description for Senior Engineer to enquire the incumbent to hold a Professional Civil Engineer Licenses issued by the State of California.

SECTION 3. AUTHORIZATION TO AMEND FUTURE POSITION CLASSIFICATION DESCRIPTIONS. Upon adoption of this resolution, the City Council delegates authority to the City Manager to approve future classification description amendments that do not substantially change the duties of current positions on the Position Classification Schedule.

SECTION 4. POSITION CLASSIFICATION SCHEDULE. Effective February 14, 2024, City Council adopts a revised Position Classification Schedule to reflect the addition of the Maintenance Manager and Engineering Division Manager classifications, as well as the designation of the Senior Accountant, Senior Planner and Senior Engineer classifications as exempt, attached to this Resolution as Exhibit "B."

SECTION 5. PAY PLAN. Effective February 14, 2024, City Council adopts a revised City of Wildomar Pay Plan adding the new Maintenance Manager and Engineering Division Manager classifications at Pay Grade 226 with an annual salary range of $87,801.77 to $126,936.34, one-time special salary adjustment for Senior Engineer to Pay Grade 228 with an annual salary range of $96,801.45 - $139,947.31, and updating the Senior Accountant Pay Grade to 223 and Senior Planner to Pay Grade 224 to identify the Exempt FLSA Status, as well as other minor administrative adjustments, attached to this Resolution as Exhibit "C".

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

Maintenance Manager

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional, technical, and administrative support related to Public Works maintenance operations. Develops and administers current and long-term planning activities and manages the effective use of the divisions' resources to improve organizational productivity and customer service. Provides complex and responsible support to the Public Works Director in areas of expertise. Provides contract management and oversight for various Public Works contracts and other maintenance-related contracts.

DISTINGUISHING CHARACTERISTICS

The Maintenance Manager is responsible for the overall management of the Public Works Maintenance staff; develops, implements and oversees the planning and organizing of work activities of operations staff engaged in construction, repair and maintenance work. Areas of responsibility include contract services, maintenance and construction activities such as streets, pavement management, storm drains, streetlights and signals, sidewalks, public rights-of-way, and fleet operations. Responsibilities include developing maintenance programs, performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility, and providing direction and feedback to staff. The incumbent organizes and oversees day-to-day activities and is responsible for providing professional-level support to the Director in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work. This class is distinguished from the Public Works Director in that the latter has overall responsibility for all functions of the Public Works department for developing, implementing, and interpreting public policy.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction and supervision from the Public Works Director/City Engineer, or other management staff as assigned. Exercises direct supervision over assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

- Plans, manages, and oversees the daily functions, operations, and activities of Public Works maintenance operations, including a combination of areas such as streets, stormwater and drainage, fleet, streetlights and signals, sidewalks, pavement, and GIS asset management programs; coordinates the work of the division with other City departments and divisions, outside agencies, community groups and the public.
- Develops, manages and oversees several public works programs, such as right-of-way concrete, annual asphalt, street sign replacement, stormwater and other public works maintenance programs, capital vehicle and equipment purchases/leases, and other projects, including in-house supervision, planning, estimating, and contract development and execution.
- Oversees contract services, maintenance and construction activities; administers provisions and specifications of the division's contracts; prepares technical and/or analytical reports on operations as necessary; prepares project cost estimates; orders supplies, tools and materials; reviews and monitors all purchase orders; participates in the equipment procurement process; monitors and controls supplies and equipment.
- Assists in the preparation of the department's Capital Improvement Program; develops and completes annual street slurry seal, and street maintenance programs; develops and implements annual curb, gutter and sidewalk replacement programs; assists with the preparation and administration of grants.
- Identify safety and liability concerns in the public rights-of-way and make recommendations to the department director for corrective action.
- Develops policies and procedures; recommends programs, projects and work assignments to the department director; monitors work activities to ensure safe work practices, work quality and accuracy; develops and maintains short and long-range maintenance schedules for assigned areas; ensures compliance with applicable laws, City/department rules, policies and procedures.
- Participates in the development of division budgets; oversees and performs ongoing administration of division budgets; presents division's budget to appointed review committee.
- Develops and standardizes procedures and methods to improve and continuously monitors the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends changes to the Director.
- Develops, directs and coordinates the work plan for the assigned divisions; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors workflow; reviews and evaluates work products, methods and procedures.
- Establishes performance goals for crews and individual employees; participates in the selection of maintenance personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate, in coordination with Human Resources, implements discipline and termination procedures.
- Prioritizes and allocates available resources to ensure maximum effective service provision.
- Manages and administers stormwater/flood control maintenance programs, including developing

and maintaining inter-agency relationships, securing necessary environmental agency permits and ensuring permits are maintained; represents the City and the department at applicable regional National Pollutant Discharge Elimination System (NPDES) meetings.

- Develops and reviews staff reports related to assigned public works maintenance and operations activities and services; presents reports to various commissions, committees, and boards.
- Organizes, attends and serves the City's interests at public, community and special interest meetings, as well as civic and legislative events; responds to the most complex and difficult inquiries and requests for information; provides information and resolves issues and complaints; represents the unit to other divisions, other agencies, civic groups and the public; establishes and maintains a customer service orientation within the program.
- Provides highly complex staff assistance to the Public Works Director; prepares and presents staff reports and other necessary correspondence.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Develops and implements annual public works maintenance and operations plans, as well as operational policies and standards.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works operations and maintenance; researches emerging products and enhancements and their applicability to City needs.
- Responds to the more difficult and sensitive questions and concerns from the general public, contractors, vendors and outside agencies in a professional manner; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within the division; identifies and reports findings and takes necessary corrective action.
- Stays current on the status of new and pending regulatory legislation; attends continuing education courses and seminars as required.
- Maintains accurate records and logs of daily activities, using appropriate computer software applications.
- Responds to and performs emergency repairs and other emergency services as necessary.
- Maintains attendance and punctuality that is observant of scheduled hours on a regular basis.
- Establishes, maintains, and fosters positive and harmonious working relationships with those contacted in the course of work.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of budget administration, contract administration and evaluation.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation and the training of staff in work procedures.

- Applicable Federal, State, and local laws, codes and regulations concerning the conduct of personnel and operation of assigned areas.
- Organization and management practices as applied to the development, analysis, and evaluation of programs and operational needs of the assigned areas.
- Recent and on-going developments, current literature, and sources of information related to the operations of several public works divisions.
- Safety principles and practices.
- Recordkeeping principles and procedures.
- Modern office practices, methods, computer equipment and computer applications. English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Manage and monitor complex projects, on time and within budget.
- Plan, organize, schedule, assign, review, and evaluate the work of staff. Train staff in work procedures.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Interpret, explain, and ensure compliance with City policies and procedures, complex laws, codes, regulations, and ordinances.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, recordkeeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster professional, positive and harmonious working relationships with

those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities to perform the essential functions is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of five (5) years of increasingly responsible construction maintenance experience in Public Works, at least two (2) years of which were in a lead/supervisory capacity. Public agency experience is highly desirable.

Training:

A bachelor's degree or equivalent education (i.e., minimum completed California units = 120 semester/180 quarter) from an accredited educational institution with major coursework in engineering, public or business administration, or a related field.

Licenses and Certifications:

Possess and maintain Class C driver's license

Special Requirements:

Employees in these classes may be required to work varying shifts and extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions: Employees primarily work in an office environment and also partly work in and around public works facilities and systems and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Physical Demands: Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to work in and around City streets, stormwater, drainage, facilities, fleet shop and related facilities and City project sites. Must have strength, stamina, and mobility to perform light to medium physical work, to work in confined spaces, around machines, to climb and descend ladders, to operate varied hand and power tools and equipment as well as to operate a motor vehicle and to visit

various City and meeting sites. Requires vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This classification does include sedentary office work, and standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, pull and climb to perform work at and inspect work sites as well as to meet the demands of an office environment. Employees push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

Mental Demands: While performing the duties of this class, an employee uses limited written communication skills and primarily oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work following verbal instructions and departmental procedures; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

Career Progression represents a potential career path but is not necessarily a requirement.

From: Senior Maintenance Worker

To: Engineering Division Manager

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR ENGINEER/ENGINEERING DIVISION MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general direction, plans, schedules, coordinates, reviews, and participates in highly complex advanced level professional engineering activities including environmental program/planning and compliance, design, construction, land development engineering, traffic engineering, and other programs; ensures that functions meet all applicable laws, regulations, and City policies; performs highly responsible and technical project management for complex projects related to the City's Capital Improvement Program (CIP); provides lead direction to lesser skilled staff; coordinates activities with other City departments and outside agencies; and performs related work as required. Manages division activities, developing and implementing program policies in coordination with the department director.

DISTINGUISHING CHARACTERISTICS

The is the advanced level within the professional Engineering Series, which may serve as the manager over a division such as Land Development or Capital Improvement Projects within the Public Works Engineering Division. This class is distinguished from the higher-level Principal Civil Engineer by the responsibility of the later class to serve as a division head over multiple functions. The Senior Engineer is further distinguished from the Associate Engineer by the responsibility for serving as a division manager, and for the management of multiple complex projects. Incumbents may supervise subordinates as assigned. The application of professional knowledge and skills is required in the performance of assigned duties, and the exercise of professional engineering judgment in accordance with currently accepted practice of civil engineering and appropriate laws and codes.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Principal Engineer and/or Public Works Director/City Engineer. Exercises general or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff, as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

- Assists in the implementation of division goals, objectives, policies, and priorities for assigned

engineering functions programs; recommends, develops, implements, and administers policies and procedures.

- Plans, schedules, coordinates, reviews, and participates in highly complex advanced level professional engineering activities including environmental program/planning and compliance, design, construction, land development engineering, traffic engineering, and other programs.
- Coordinates and performs complex engineering studies and projects; administers construction and professional services contracts; monitors project budget, inspects work in progress and conducts final inspections to accept completed work; ensures compliance with contractual obligations; reviews and recommends approval of change orders; recommends approval of progress and final payments; ensures compliance with applicable codes and regulations; provides resolutions to construction problems.
- Coordinates and manages assigned Capital Improvement Projects; investigates and resolves problems with scope of work or cost issues of major facility upgrade and replacement projects; participates in construction management activities as required; and ensures that projects are completed on time and within budget.
- Conducts reviews of civil engineering plan designs, specifications, and consultant and staff comments; and provides comments in accordance with design requirements and municipal and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes.
- Inspects and verifies work in progress and completed work of assigned staff and contractors for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
- Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.
- Provides technical information and instruction regarding applicable procedures and methods; interprets and explains plans, specifications, rules, regulations, and procedures; answers questions and resolves concerns; troubleshoots complex operational and maintenance problems.
- Conducts bidding process for capital projects including receiving applications, awarding contracts, issuing notices as assigned, and preparing staff reports for Council action.
- Conducts City review and response to private development projects through the entitlement and construction drawing preparation and permitting stages; reviews engineering plans and technical studies for conformance with applicable laws, City regulations, and professional standards of practice; reviews and analyzes subdivision and parcel maps, records of survey, traverse calculations, legal descriptions, plats, and similar documents for conformance with applicable laws, City regulations, and professional standards of practice.
- Attends workshops and participates in professional groups and committees; stays abreast of new trends and innovations; answers questions and provides information to the public; investigates inquiries; recommends corrective actions to resolve issues.
- Coordinates and performs the collection, analysis and reporting of various traffic engineering studies.

- Assists in the preparation of federal, state, and local grant applications for various City projects; participates in the administration of grant-funded projects and satisfies the grant requirements for capital improvement and various other projects and studies; assists in preparing various authorization requests for the funding source agencies.
- Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.
- Provides staff support to the Principal Engineer and Public Works Director/City Engineer; attends meetings of a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.
- Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
- Develops and monitors contracts with consultants and vendors.
- Assigns work activities to subordinate staff; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- May participate in the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.
- Maintains records in accordance with departmental policy.
- Participates in the development and implementation of various systems and procedures to meet division goals, objectives, and policies.
- Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
- Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a public works engineering program including streets, signals, traffic control systems, traffic management, parks, City facilities, and City water/wastewater systems.
- Advanced principles of Civil, traffic or environmental engineering (as assigned).
- Modern principles and practices of civil engineering design and construction including roadway design, traffic, grading, hydrology/hydraulics, soils, pavements, environmental compliance, water quality, and construction practices.
- Methods, and practices as applied in the planning, design, and construction of municipal public works projects.
- Methods employed in the preparation of land development projects.
- Pertinent laws and regulations governing the design and construction of streets, capital projects and other public works including CEQA, Subdivision Map Act and Public Contracts Code.
- Budgets, contracts, agreements, plans, specifications, procedures, and forms associated with public works projects.
- Principles and techniques of engineering, drafting and estimating.

- Alternative financing mechanisms for public works projects, including municipal finance principles and special assessment districts.
- Standard Specifications for Public Works Construction.
- Principles and practices of construction surveying.
- Principles and practices of project and construction management.
- Principles and practices of contract administration.
- Terminology, methods, practices and techniques used in technical civil engineering report preparation.
- Principles of mathematics as applied to engineering work.
- Grant programs, grant applications, and compliance.
- Principles of City government organization, functions, and management.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of supervision, training, and performance evaluation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform advanced, professional and complex engineering duties in support of a comprehensive public works engineering and construction program including Streets, Signals, Traffic Control Systems, Traffic Management, Parks, City Facilities, and City Water/Wastewater Systems.
- Provide administrative and professional leadership within the work unit.
- Conduct comprehensive engineering studies and develop appropriate recommendations.
- Review and check complex engineering designs, computations, plans and studies.
- Interpret and reconcile expenditure reports.
- Perform technical research and solve complex engineering problems.
- Prepare and maintain technical civil engineering records and prepare comprehensive reports.
- Compile rough technical data and prepare statistical and narrative reports from field studies.
- Develop, review and modify civil engineering plans, designs, and specifications.
- Exercise professional engineering judgment to achieve results consistent with objectives.
- Recommend and implement division goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of assigned staff.
- Participate in the selection, supervision, training, and evaluation of assigned staff.
- Understand the organization, operation, and services of the City and of outside agencies as

necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities to perform the essential functions is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four (4) years of increasingly responsible professional level experience in civil engineering and project management.

Training:

Equivalent to a bachelor's degree from an accredited college or university with major course work in civil engineering or an engineering-related field. A master's degree in a related field is highly desirable.

Licenses and Certifications:

Engineering Division Manager:

- Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.
- Certificate of Registration as a Land Surveyor issued by the California State Board of Registration for Professional Engineers is desirable.
- Certified as a Qualified Storm Water Pollution Prevention Plans (SWPPP) Practitioner and Developer (QSP/QSD) and/or Certified Professional in Storm Water Quality (CPSWQ) is desirable.

- Certificate of Registration as a Traffic Engineer in the State of California is desirable.
- Certified to operate a Radar Unit is desirable.

Senior Engineer*:*

- Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.
- Professional Civil Engineer license issued by the California State Board of Registration for Professional Engineers is ***required***.
- Certificate of Registration as a Land Surveyor issued by the California State Board of Registration for Professional Engineers is desirable.
- Certified as a Qualified Storm Water Pollution Prevention Plans (SWPPP) Practitioner and Developer (QSP/QSD) and/or Certified Professional in Storm Water Quality (CPSWQ) is desirable.
- Certificate of Registration as a Traffic Engineer in the State of California is desirable.
- Certified to operate a Radar Unit is desirable.

Special Requirements:

Employees in these classes may be required to work varying shifts and extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions:
Employees in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech are required to communicate in person and over the telephone. Touch is required in order to handle documents and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees

must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures.

Mental Demands:

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math, and mathematical reasoning; observes and interprets people, and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Associate Engineer

TO: Principal Engineer

Approved by Name: Dan York	Title: City Manager
Effective Date: 02/14/2024	FLSA Status: Exempt

Position Classification Schedule

effective February 14, 2024

Classification	FLSA Status	Group	Date
Accountant I	Non-Exempt	General	2/11/2023
Accountant II	Non-Exempt	General	2/11/2023
Accounting Specialist I	Non-Exempt	General	2/11/2023
Accounting Specialist II	Non-Exempt	General	2/11/2023
Administrative Assistant I	Non-Exempt	General	2/11/2023
Administrative Assistant II	Non-Exempt	General	2/11/2023
Administrative Services Director	Exempt	Executive	2/11/2023
Assistant City Clerk	Non-Exempt	General	2/11/2023
Assistant City Manager	Exempt	Executive	7/1/2023
Assistant Engineer	Non-Exempt	General	2/11/2023
Assistant Planner	Non-Exempt	General	2/11/2023
Assistant to the City Manager	Exempt	Executive	7/1/2023
Associate Engineer	Non-Exempt	General	2/11/2023
Associate Planner	Non-Exempt	General	2/11/2023
Building Inspection Supervisor	Exempt	General	2/11/2023
Building Inspector I	Non-Exempt	General	2/11/2023
Building Inspector II	Non-Exempt	General	2/11/2023
Chief Building Official	Exempt	Management	2/11/2023
City Clerk	Exempt	Executive	2/11/2023
City Manager	Exempt	Executive	2/11/2023
Code Enforcement Officer I	Non-Exempt	General	2/11/2023
Code Enforcement Officer II	Non-Exempt	General	2/11/2023
Code Enforcement Manager	Exempt	Management	2/11/2023
Code Enforcement Supervisor	Exempt	General	7/1/2023
Code Enforcement Technician	Non-Exempt	General	2/11/2023
Community Development Director	Exempt	Executive	2/11/2023
Community Services Director	Exempt	Executive	2/11/2023
Community Services Manager	Exempt	Management	2/11/2023
Deputy City Clerk I	Non-Exempt	General	2/11/2023
Deputy City Clerk II	Non-Exempt	General	2/11/2023
Deputy City Manager	Exempt	Executive	7/1/2023
Development Services Technician I	Non-Exempt	General	2/11/2023
Development Services Technician II	Non-Exempt	General	2/11/2023
Economic Development Director	Exempt	Executive	2/11/2023
Engineering Division Manager	Exempt	Management	2/14/2024
Engineering Technician I	Non-Exempt	General	7/1/2023
Engineering Technician II	Non-Exempt	General	7/1/2023
Executive Assistant	Non-Exempt	General	7/1/2023
Facilities Contract Specialist	Non-Exempt	General	12/30/2023
Finance Manager	Exempt	Management	7/1/2023
Human Resources Analyst	Non-Exempt	General	7/1/2023
Human Resources & Risk Manager	Exempt	Management	7/1/2023
Human Resources Technician	Non-Exempt	General	7/1/2023
Intern I	Non-Exempt	General	2/11/2023
Intern II	Non-Exempt	General	2/11/2023
Maintenance Manager	Exempt	Management	2/14/2024
Maintenance Worker I	Non-Exempt	General	2/11/2023
Maintenance Worker II	Non-Exempt	General	2/11/2023
Management Analyst I	Non-Exempt	General	2/11/2023
Management Analyst II	Non-Exempt	General	2/11/2023
Plans Examiner I	Non-Exempt	General	7/1/2023
Plans Examiner II	Non-Exempt	General	7/1/2023
Principal Engineer	Exempt	Management	2/11/2023
Principal Engineer/City Engineer	Exempt	Management	2/11/2023
Public Works Director	Exempt	Executive	2/11/2023
Public Works Director/City Engineer	Exempt	Executive	2/11/2023
Public Works Inspector I	Non-Exempt	General	2/11/2023
Public Works Inspector II	Non-Exempt	General	2/11/2023
Purchasing & Contracts Coordinator	Non-Exempt	General	2/13/2021
Recreation Leader I	Non-Exempt	General	2/11/2023
Recreation Leader II	Non-Exempt	General	2/11/2023
Senior Accountant	Exempt	General	2/14/2024
Senior Building Inspector	Non-Exempt	General	2/11/2023
Senior Code Enforcement Officer	Non-Exempt	General	2/11/2023
Senior Engineer	Exempt	Management	2/14/2024
Senior Financial Analyst	Exempt	General	2/11/2023
Senior Management Analyst	Exempt	General	2/11/2023
Senior Maintenance Worker	Non-Exempt	General	2/11/2023
Senior Planner	Exempt	General	2/14/2024
Retired Annuitant - Extra Help	Non-Exempt	General	2/11/2023

City of Wildomar Pay Plan

Effective February 14, 2024

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
101							$ 14.43	$ 14.79	$ 15.16	$ 15.54	$ 15.93	$ 16.33	$ 16.73	$ 17.15	$ 17.58	$ 18.02	Hourly
							$ 1,154.42	$ 1,183.28	$ 1,212.87	$ 1,243.19	$ 1,274.27	$ 1,306.12	$ 1,338.78	$ 1,372.25	$ 1,406.55	$ 1,441.72	Bi-weekly
							$ 2,501.25	$ 2,563.78	$ 2,627.88	$ 2,693.57	$ 2,760.91	$ 2,829.94	$ 2,900.69	$ 2,973.20	$ 3,047.53	$ 3,123.72	Monthly
							$ 30,015.02	$ 30,765.40	$ 31,534.53	$ 32,322.90	$ 33,130.97	$ 33,959.24	$ 34,808.23	$ 35,678.43	$ 36,570.39	$ 37,484.65	Annually
102	Recreation Leader I	Non Exempt	Part-time				$ 15.15	$ 15.53	$ 15.92	$ 16.32	$ 16.72	$ 17.14	$ 17.57	$ 18.01	$ 18.46	$ 18.92	Hourly
							$ 1,212.15	$ 1,242.45	$ 1,273.51	$ 1,305.35	$ 1,337.98	$ 1,371.43	$ 1,405.72	$ 1,440.86	$ 1,476.88	$ 1,513.80	Bi-weekly
							$ 2,626.31	$ 2,691.97	$ 2,759.27	$ 2,828.25	$ 2,898.96	$ 2,971.43	$ 3,045.72	$ 3,121.86	$ 3,199.91	$ 3,279.91	Monthly
							$ 31,515.78	$ 32,303.67	$ 33,111.26	$ 33,939.04	$ 34,787.52	$ 35,657.21	$ 36,548.64	$ 37,462.35	$ 38,398.91	$ 39,358.88	Annually
103							$ 15.91	$ 16.31	$ 16.71	$ 17.13	$ 17.56	$ 18.00	$ 18.45	$ 18.91	$ 19.38	$ 19.87	Hourly
							$ 1,272.75	$ 1,304.57	$ 1,337.19	$ 1,370.62	$ 1,404.88	$ 1,440.00	$ 1,476.00	$ 1,512.90	$ 1,550.73	$ 1,589.49	Bi-weekly
							$ 2,757.63	$ 2,826.57	$ 2,897.24	$ 2,969.67	$ 3,043.91	$ 3,120.01	$ 3,198.01	$ 3,277.96	$ 3,359.90	$ 3,443.90	Monthly
							$ 33,091.56	$ 33,918.85	$ 34,766.82	$ 35,635.99	$ 36,526.89	$ 37,440.07	$ 38,376.07	$ 39,335.47	$ 40,318.86	$ 41,326.83	Annually
104	Intern I	Non Exempt	Part-time				$ 16.70	$ 17.12	$ 17.55	$ 17.99	$ 18.44	$ 18.90	$ 19.37	$ 19.86	$ 20.35	$ 20.86	Hourly
							$ 1,336.39	$ 1,369.80	$ 1,404.04	$ 1,439.15	$ 1,475.12	$ 1,512.00	$ 1,549.80	$ 1,588.55	$ 1,628.26	$ 1,668.97	Bi-weekly
							$ 2,895.51	$ 2,967.90	$ 3,042.10	$ 3,118.15	$ 3,196.10	$ 3,276.01	$ 3,357.91	$ 3,441.85	$ 3,527.90	$ 3,616.10	Monthly
							$ 34,746.14	$ 35,614.80	$ 36,505.17	$ 37,417.79	$ 38,353.24	$ 39,312.07	$ 40,294.87	$ 41,302.24	$ 42,334.80	$ 43,393.17	Annually
105							$ 17.54	$ 17.98	$ 18.43	$ 18.89	$ 19.36	$ 19.85	$ 20.34	$ 20.85	$ 21.37	$ 21.91	Hourly
							$ 1,403.21	$ 1,438.29	$ 1,474.25	$ 1,511.10	$ 1,548.88	$ 1,587.60	$ 1,627.29	$ 1,667.98	$ 1,709.67	$ 1,752.42	Bi-weekly
							$ 3,040.29	$ 3,116.29	$ 3,194.20	$ 3,274.06	$ 3,355.91	$ 3,439.81	$ 3,525.80	$ 3,613.95	$ 3,704.30	$ 3,796.90	Monthly
							$ 36,483.45	$ 37,395.54	$ 38,330.42	$ 39,288.68	$ 40,270.90	$ 41,277.67	$ 42,309.62	$ 43,367.36	$ 44,451.54	$ 45,562.83	Annually
106	Recreation Leader II	Non Exempt	Part-time				$ 18.42	$ 18.88	$ 19.35	$ 19.83	$ 20.33	$ 20.84	$ 21.36	$ 21.89	$ 22.44	$ 23.00	Hourly
							$ 1,473.37	$ 1,510.20	$ 1,547.96	$ 1,586.66	$ 1,626.32	$ 1,666.98	$ 1,708.66	$ 1,751.37	$ 1,795.16	$ 1,840.04	Bi-weekly
							$ 3,192.30	$ 3,272.11	$ 3,353.91	$ 3,437.76	$ 3,523.70	$ 3,611.80	$ 3,702.09	$ 3,794.64	$ 3,889.51	$ 3,986.75	Monthly
							$ 38,307.62	$ 39,265.31	$ 40,246.95	$ 41,253.12	$ 42,284.45	$ 43,341.56	$ 44,425.10	$ 45,535.72	$ 46,674.12	$ 47,840.97	Annually
107							$ 19.34	$ 19.82	$ 20.32	$ 20.82	$ 21.35	$ 21.88	$ 22.43	$ 22.99	$ 23.56	$ 24.15	Hourly
							$ 1,547.04	$ 1,585.71	$ 1,625.36	$ 1,665.99	$ 1,707.64	$ 1,750.33	$ 1,794.09	$ 1,838.94	$ 1,884.92	$ 1,932.04	Bi-weekly
							$ 3,351.92	$ 3,435.71	$ 3,521.61	$ 3,609.65	$ 3,699.89	$ 3,792.39	$ 3,887.20	$ 3,984.38	$ 4,083.99	$ 4,186.08	Monthly
							$ 40,223.00	$ 41,228.58	$ 42,259.29	$ 43,315.77	$ 44,398.67	$ 45,508.64	$ 46,646.35	$ 47,812.51	$ 49,007.82	$ 50,233.02	Annually
108	Intern II	Non Exempt	Part-time				$ 20.30	$ 20.81	$ 21.33	$ 21.87	$ 22.41	$ 22.97	$ 23.55	$ 24.14	$ 24.74	$ 25.36	Hourly
							$ 1,624.39	$ 1,665.00	$ 1,706.63	$ 1,749.29	$ 1,793.02	$ 1,837.85	$ 1,883.79	$ 1,930.89	$ 1,979.16	$ 2,028.64	Bi-weekly
							$ 3,519.51	$ 3,607.50	$ 3,697.69	$ 3,790.13	$ 3,884.88	$ 3,982.01	$ 4,081.56	$ 4,183.59	$ 4,288.18	$ 4,395.39	Monthly
							$ 42,234.15	$ 43,290.01	$ 44,372.26	$ 45,481.56	$ 46,618.60	$ 47,784.07	$ 48,978.67	$ 50,203.14	$ 51,458.21	$ 52,744.67	Annually
109	Maintenance Worker I	Non Exempt	General				$ 21.32	$ 21.85	$ 22.40	$ 22.96	$ 23.53	$ 24.12	$ 24.72	$ 25.34	$ 25.98	$ 26.63	Hourly
							$ 1,705.61	$ 1,748.25	$ 1,791.96	$ 1,836.76	$ 1,882.67	$ 1,929.74	$ 1,977.98	$ 2,027.43	$ 2,078.12	$ 2,130.07	Bi-weekly
							$ 3,695.49	$ 3,787.88	$ 3,882.57	$ 3,979.64	$ 4,079.13	$ 4,181.11	$ 4,285.63	$ 4,392.77	$ 4,502.59	$ 4,615.16	Monthly
							$ 44,345.86	$ 45,454.51	$ 46,590.87	$ 47,755.64	$ 48,949.53	$ 50,173.27	$ 51,427.60	$ 52,713.29	$ 54,031.13	$ 55,381.90	Annually
110	Administrative Assistant I	Non Exempt	General				$ 22.39	$ 22.95	$ 23.52	$ 24.11	$ 24.71	$ 25.33	$ 25.96	$ 26.61	$ 27.28	$ 27.96	Hourly
							$ 1,790.89	$ 1,835.66	$ 1,881.55	$ 1,928.59	$ 1,976.81	$ 2,026.23	$ 2,076.88	$ 2,128.81	$ 2,182.03	$ 2,236.58	Bi-weekly
							$ 3,880.26	$ 3,977.27	$ 4,076.70	$ 4,178.62	$ 4,283.08	$ 4,390.16	$ 4,499.92	$ 4,612.41	$ 4,727.72	$ 4,845.92	Monthly
							$ 46,563.15	$ 47,727.23	$ 48,920.41	$ 50,143.42	$ 51,397.01	$ 52,681.93	$ 53,998.98	$ 55,348.96	$ 56,732.68	$ 58,151.00	Annually
111	Development Services Technician I	Non Exempt	General				$ 23.51	$ 24.09	$ 24.70	$ 25.31	$ 25.95	$ 26.59	$ 27.26	$ 27.94	$ 28.64	$ 29.36	Hourly
	Maintenance Worker II	Non Exempt	General				$ 1,880.44	$ 1,927.45	$ 1,975.63	$ 2,025.02	$ 2,075.65	$ 2,127.54	$ 2,180.73	$ 2,235.25	$ 2,291.13	$ 2,348.41	Bi-weekly
							$ 4,074.28	$ 4,176.13	$ 4,280.54	$ 4,387.55	$ 4,497.24	$ 4,609.67	$ 4,724.91	$ 4,843.03	$ 4,964.11	$ 5,088.21	Monthly
							$ 48,891.31	$ 50,113.59	$ 51,366.43	$ 52,650.59	$ 53,966.86	$ 55,316.03	$ 56,698.93	$ 58,116.41	$ 59,569.32	$ 61,058.55	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
112	Accounting Specialist I	Non Exempt	General				$ 24.68	$ 25.30	$ 25.93	$ 26.58	$ 27.24	$ 27.92	$ 28.62	$ 29.34	$ 30.07	$ 30.82	Hourly
	Code Enforcement Technician	Non Exempt	General				$ 1,974.46	$ 2,023.82	$ 2,074.41	$ 2,126.27	$ 2,179.43	$ 2,233.92	$ 2,289.76	$ 2,347.01	$ 2,405.68	$ 2,465.83	Bi-weekly
							$ 4,277.99	$ 4,384.94	$ 4,494.56	$ 4,606.93	$ 4,722.10	$ 4,840.15	$ 4,961.16	$ 5,085.19	$ 5,212.32	$ 5,342.62	Monthly
							$ 51,335.88	$ 52,619.27	$ 53,934.76	$ 55,283.12	$ 56,665.20	$ 58,081.83	$ 59,533.88	$ 61,022.23	$ 62,547.78	$ 64,111.48	Annually
113	Administrative Assistant II	Non Exempt	General				$ 25.91	$ 26.56	$ 27.23	$ 27.91	$ 28.61	$ 29.32	$ 30.05	$ 30.80	$ 31.57	$ 32.36	Hourly
	Deputy City Clerk I	Non Exempt	General				$ 2,073.18	$ 2,125.01	$ 2,178.13	$ 2,232.59	$ 2,288.40	$ 2,345.61	$ 2,404.25	$ 2,464.36	$ 2,525.97	$ 2,589.12	Bi-weekly
							$ 4,491.89	$ 4,604.19	$ 4,719.29	$ 4,837.27	$ 4,958.21	$ 5,082.16	$ 5,209.21	$ 5,339.44	$ 5,472.93	$ 5,609.75	Monthly
							$ 53,902.67	$ 55,250.24	$ 56,631.49	$ 58,047.28	$ 59,498.46	$ 60,985.92	$ 62,510.57	$ 64,073.34	$ 65,675.17	$ 67,317.05	Annually
114	Accounting Specialist II	Non Exempt	General				$ 27.21	$ 27.89	$ 28.59	$ 29.30	$ 30.04	$ 30.79	$ 31.56	$ 32.34	$ 33.15	$ 33.98	Hourly
	Code Enforcement Officer I	Non Exempt	General				$ 2,176.84	$ 2,231.26	$ 2,287.04	$ 2,344.22	$ 2,402.82	$ 2,462.89	$ 2,524.47	$ 2,587.58	$ 2,652.27	$ 2,718.57	Bi-weekly
	Development Services Technician II	Non Exempt	General				$ 4,716.48	$ 4,834.40	$ 4,955.26	$ 5,079.14	$ 5,206.12	$ 5,336.27	$ 5,469.68	$ 5,606.42	$ 5,746.58	$ 5,890.24	Monthly
	Senior Maintenance Worker	Non Exempt	General				$ 56,597.80	$ 58,012.75	$ 59,463.07	$ 60,949.64	$ 62,473.39	$ 64,035.22	$ 65,636.10	$ 67,277.00	$ 68,958.93	$ 70,682.90	Annually
115	Building Inspector I	Non Exempt	General				$ 28.57	$ 29.29	$ 30.02	$ 30.77	$ 31.54	$ 32.33	$ 33.13	$ 33.96	$ 34.81	$ 35.68	Hourly
	Engineering Technician I	Non Exempt	General				$ 2,285.68	$ 2,342.82	$ 2,401.39	$ 2,461.43	$ 2,522.96	$ 2,586.04	$ 2,650.69	$ 2,716.96	$ 2,784.88	$ 2,854.50	Bi-weekly
	Public Works Inspector I	Non Exempt	General				$ 4,952.31	$ 5,076.12	$ 5,203.02	$ 5,333.09	$ 5,466.42	$ 5,603.08	$ 5,743.16	$ 5,886.74	$ 6,033.91	$ 6,184.75	Monthly
	Human Resources Technician	Non Exempt	General				$ 59,427.69	$ 60,913.39	$ 62,436.22	$ 63,997.13	$ 65,597.06	$ 67,236.98	$ 68,917.91	$ 70,640.85	$ 72,406.88	$ 74,217.05	Annually
116	Code Enforcement Officer II	Non Exempt	General	$ 25.91	$ 27.21	$ 28.57	$ 30.00	$ 30.75	$ 31.52	$ 32.31	$ 33.11	$ 33.94	$ 34.79	$ 35.66	$ 36.55	$ 37.47	Hourly
				$ 2,073.18	$ 2,176.84	$ 2,285.68	$ 2,399.96	$ 2,459.96	$ 2,521.46	$ 2,584.50	$ 2,649.11	$ 2,715.34	$ 2,783.22	$ 2,852.80	$ 2,924.12	$ 2,997.23	Bi-weekly
				$ 4,491.89	$ 4,716.48	$ 4,952.31	$ 5,199.92	$ 5,329.92	$ 5,463.17	$ 5,599.75	$ 5,739.74	$ 5,883.24	$ 6,030.32	$ 6,181.07	$ 6,335.60	$ 6,493.99	Monthly
				$ 53,902.67	$ 56,597.80	$ 59,427.69	$ 62,399.08	$ 63,959.06	$ 65,558.03	$ 67,196.98	$ 68,876.91	$ 70,598.83	$ 72,363.80	$ 74,172.90	$ 76,027.22	$ 77,927.90	Annually
117	Assistant Planner	Non Exempt	General	$ 27.21	$ 28.57	$ 30.00	$ 31.50	$ 32.29	$ 33.09	$ 33.92	$ 34.77	$ 35.64	$ 36.53	$ 37.44	$ 38.38	$ 39.34	Hourly
	Building Inspector II	Non Exempt	General	$ 2,176.84	$ 2,285.68	$ 2,399.96	$ 2,519.96	$ 2,582.96	$ 2,647.54	$ 2,713.72	$ 2,781.57	$ 2,851.11	$ 2,922.38	$ 2,995.44	$ 3,070.33	$ 3,147.09	Bi-weekly
	Engineering Technician II	Non Exempt	General	$ 4,716.48	$ 4,952.31	$ 5,199.92	$ 5,459.92	$ 5,596.42	$ 5,736.33	$ 5,879.74	$ 6,026.73	$ 6,177.40	$ 6,331.83	$ 6,490.13	$ 6,652.38	$ 6,818.69	Monthly
	Public Works Inspector II	Non Exempt	General	$ 56,597.80	$ 59,427.69	$ 62,399.08	$ 65,519.03	$ 67,157.01	$ 68,835.93	$ 70,556.83	$ 72,320.75	$ 74,128.77	$ 75,981.99	$ 77,881.54	$ 79,828.58	$ 81,824.29	Annually
	Plans Examiner I	Non Exempt	General														
118	Deputy City Clerk II	Non Exempt	General	$ 28.57	$ 30.00	$ 31.50	$ 33.07	$ 33.90	$ 34.75	$ 35.62	$ 36.51	$ 37.42	$ 38.36	$ 39.32	$ 40.30	$ 41.31	Hourly
	Management Analyst I	Non Exempt	General	$ 2,285.68	$ 2,399.96	$ 2,519.96	$ 2,645.96	$ 2,712.11	$ 2,779.91	$ 2,849.41	$ 2,920.65	$ 2,993.66	$ 3,068.50	$ 3,145.22	$ 3,223.85	$ 3,304.44	Bi-weekly
	Purchasing & Contracts Coordinator	Non Exempt	General	$ 4,952.31	$ 5,199.92	$ 5,459.92	$ 5,732.92	$ 5,876.24	$ 6,023.14	$ 6,173.72	$ 6,328.07	$ 6,486.27	$ 6,648.42	$ 6,814.63	$ 6,985.00	$ 7,159.63	Monthly
	Senior Code Enforcement Officer	Non Exempt	General	$ 59,427.69	$ 62,399.08	$ 65,519.03	$ 68,794.98	$ 70,514.86	$ 72,277.73	$ 74,084.67	$ 75,936.79	$ 77,835.21	$ 79,781.09	$ 81,775.62	$ 83,820.01	$ 85,915.51	Annually
	Executive Assistant	Non Exempt	General														
119	Accountant I	Non Exempt	General	$ 30.00	$ 31.50	$ 33.07	$ 34.73	$ 35.60	$ 36.49	$ 37.40	$ 38.33	$ 39.29	$ 40.27	$ 41.28	$ 42.31	$ 43.37	Hourly
	Facilities Contract Specilalist	Non Exempt	General	$ 2,399.96	$ 2,519.96	$ 2,645.96	$ 2,778.26	$ 2,847.72	$ 2,918.91	$ 2,991.88	$ 3,066.68	$ 3,143.35	$ 3,221.93	$ 3,302.48	$ 3,385.04	$ 3,469.66	Bi-weekly
				$ 5,199.92	$ 5,459.92	$ 5,732.92	$ 6,019.56	$ 6,170.05	$ 6,324.30	$ 6,482.41	$ 6,644.47	$ 6,810.58	$ 6,980.85	$ 7,155.37	$ 7,334.25	$ 7,517.61	Monthly
				$ 62,399.08	$ 65,519.03	$ 68,794.98	$ 72,234.73	$ 74,040.60	$ 75,891.62	$ 77,788.91	$ 79,733.63	$ 81,726.97	$ 83,770.15	$ 85,864.40	$ 88,011.01	$ 90,211.28	Annually
120	Assistant Engineer	Non Exempt	General	$ 31.50	$ 33.07	$ 34.73	$ 36.46	$ 37.38	$ 38.31	$ 39.27	$ 40.25	$ 41.26	$ 42.29	$ 43.35	$ 44.43	$ 45.54	Hourly
				$ 2,519.96	$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 2,990.10	$ 3,064.85	$ 3,141.48	$ 3,220.01	$ 3,300.51	$ 3,383.03	$ 3,467.60	$ 3,554.29	$ 3,643.15	Bi-weekly
				$ 5,459.92	$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,478.55	$ 6,640.52	$ 6,806.53	$ 6,976.69	$ 7,151.11	$ 7,329.89	$ 7,513.13	$ 7,700.96	$ 7,893.49	Monthly
				$ 65,519.03	$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 77,742.63	$ 79,686.20	$ 81,678.35	$ 83,720.31	$ 85,813.32	$ 87,958.65	$ 90,157.62	$ 92,411.56	$ 94,721.85	Annually
121	Accountant II	Non Exempt	General	$ 33.07	$ 34.73	$ 36.46	$ 38.29	$ 39.25	$ 40.23	$ 41.23	$ 42.26	$ 43.32	$ 44.40	$ 45.51	$ 46.65	$ 47.82	Hourly
	Assistant City Clerk	Non Exempt	General	$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,139.61	$ 3,218.10	$ 3,298.55	$ 3,381.01	$ 3,465.54	$ 3,552.18	$ 3,640.98	$ 3,732.01	$ 3,825.31	Bi-weekly
	Management Analyst II	Non Exempt	General	$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,802.48	$ 6,972.54	$ 7,146.86	$ 7,325.53	$ 7,508.67	$ 7,696.38	$ 7,888.79	$ 8,086.01	$ 8,288.16	Monthly
	Senior Building Inspector	Non Exempt	General	$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 81,629.76	$ 83,670.51	$ 85,762.27	$ 87,906.33	$ 90,103.99	$ 92,356.59	$ 94,665.50	$ 97,032.14	$ 99,457.94	Annually
122	Associate Planner	Non Exempt	General	$ 34.73	$ 36.46	$ 38.29	$ 40.20	$ 41.21	$ 42.24	$ 43.29	$ 44.38	$ 45.49	$ 46.62	$ 47.79	$ 48.98	$ 50.21	Hourly
	Human Resources Analyst	Non Exempt	General	$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,296.59	$ 3,379.00	$ 3,463.48	$ 3,550.06	$ 3,638.81	$ 3,729.79	$ 3,823.03	$ 3,918.61	$ 4,016.57	Bi-weekly
	Plans Examiner II	Non Exempt	General	$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,142.60	$ 7,321.17	$ 7,504.20	$ 7,691.80	$ 7,884.10	$ 8,081.20	$ 8,283.23	$ 8,490.31	$ 8,702.57	Monthly
				$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 85,711.25	$ 87,854.03	$ 90,050.38	$ 92,301.64	$ 94,609.19	$ 96,974.41	$ 99,398.78	$ 101,883.74	$ 104,430.84	Annually
123	Associate Engineer	Non Exempt	General	$ 36.46	$ 38.29	$ 40.20	$ 42.21	$ 43.27	$ 44.35	$ 45.46	$ 46.59	$ 47.76	$ 48.95	$ 50.18	$ 51.43	$ 52.72	Hourly
				$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,461.42	$ 3,547.95	$ 3,636.65	$ 3,727.57	$ 3,820.76	$ 3,916.27	$ 4,014.18	$ 4,114.54	$ 4,217.40	Bi-weekly
				$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,499.73	$ 7,687.23	$ 7,879.41	$ 8,076.39	$ 8,278.30	$ 8,485.26	$ 8,697.39	$ 8,914.83	$ 9,137.70	Monthly
				$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 89,996.81	$ 92,246.74	$ 94,552.90	$ 96,916.73	$ 99,339.64	$ 101,823.14	$ 104,368.71	$ 106,977.93	$ 109,652.38	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
124				$ 38.29	$ 40.20	$ 42.21	$ 44.32	$ 45.43	$ 46.57	$ 47.73	$ 48.92	$ 50.15	$ 51.40	$ 52.69	$ 54.00	$ 55.35	Hourly
				$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,634.49	$ 3,725.35	$ 3,818.48	$ 3,913.94	$ 4,011.79	$ 4,112.09	$ 4,214.89	$ 4,320.26	$ 4,428.27	Bi-weekly
				$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 7,874.72	$ 8,071.59	$ 8,273.38	$ 8,480.21	$ 8,692.22	$ 8,909.52	$ 9,132.26	$ 9,360.57	$ 9,594.58	Monthly
				$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 94,496.66	$ 96,859.07	$ 99,280.55	$ 101,762.56	$ 104,306.63	$ 106,914.29	$ 109,587.15	$ 112,326.83	$ 115,135.00	Annually
125				$ 40.20	$ 42.21	$ 44.32	$ 46.54	$ 47.70	$ 48.90	$ 50.12	$ 51.37	$ 52.65	$ 53.97	$ 55.32	$ 56.70	$ 58.12	Hourly
				$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,816.21	$ 3,911.62	$ 4,009.41	$ 4,109.64	$ 4,212.38	$ 4,317.69	$ 4,425.63	$ 4,536.28	$ 4,649.68	Bi-weekly
				$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,268.46	$ 8,475.17	$ 8,687.05	$ 8,904.22	$ 9,126.83	$ 9,355.00	$ 9,588.88	$ 9,828.60	$ 10,074.31	Monthly
				$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 99,221.49	$ 101,702.03	$ 104,244.58	$ 106,850.69	$ 109,521.96	$ 112,260.01	$ 115,066.51	$ 117,943.17	$ 120,891.75	Annually
126				$ 42.21	$ 44.32	$ 46.54	$ 48.87	$ 50.09	$ 51.34	$ 52.62	$ 53.94	$ 55.29	$ 56.67	$ 58.09	$ 59.54	$ 61.03	Hourly
				$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,007.02	$ 4,107.20	$ 4,209.88	$ 4,315.12	$ 4,423.00	$ 4,533.58	$ 4,646.92	$ 4,763.09	$ 4,882.17	Bi-weekly
				$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,681.88	$ 8,898.93	$ 9,121.40	$ 9,349.44	$ 9,583.17	$ 9,822.75	$ 10,068.32	$ 10,320.03	$ 10,578.03	Monthly
				$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 104,182.56	$ 106,787.13	$ 109,456.81	$ 112,193.23	$ 114,998.06	$ 117,873.01	$ 120,819.83	$ 123,840.33	$ 126,936.34	Annually
127				$ 44.32	$ 46.54	$ 48.87	$ 51.31	$ 52.59	$ 53.91	$ 55.25	$ 56.64	$ 58.05	$ 59.50	$ 60.99	$ 62.52	$ 64.08	Hourly
				$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,207.37	$ 4,312.56	$ 4,420.37	$ 4,530.88	$ 4,644.15	$ 4,760.26	$ 4,879.26	$ 5,001.24	$ 5,126.28	Bi-weekly
				$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,115.97	$ 9,343.87	$ 9,577.47	$ 9,816.91	$ 10,062.33	$ 10,313.89	$ 10,571.74	$ 10,836.03	$ 11,106.93	Monthly
				$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 109,391.69	$ 112,126.48	$ 114,929.65	$ 117,802.89	$ 120,747.96	$ 123,766.66	$ 126,860.82	$ 130,032.34	$ 133,283.15	Annually
128				$ 46.54	$ 48.87	$ 51.31	$ 53.87	$ 55.22	$ 56.60	$ 58.02	$ 59.47	$ 60.95	$ 62.48	$ 64.04	$ 65.64	$ 67.28	Hourly
				$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,417.74	$ 4,528.18	$ 4,641.39	$ 4,757.42	$ 4,876.36	$ 4,998.27	$ 5,123.23	$ 5,251.31	$ 5,382.59	Bi-weekly
				$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,571.77	$ 9,811.07	$ 10,056.34	$ 10,307.75	$ 10,565.45	$ 10,829.58	$ 11,100.32	$ 11,377.83	$ 11,662.28	Monthly
				$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 114,861.28	$ 117,732.81	$ 120,676.13	$ 123,693.03	$ 126,785.36	$ 129,954.99	$ 133,203.87	$ 136,533.96	$ 139,947.31	Annually
129				$ 48.87	$ 51.31	$ 53.87	$ 56.57	$ 57.98	$ 59.43	$ 60.92	$ 62.44	$ 64.00	$ 65.60	$ 67.24	$ 68.92	$ 70.65	Hourly
				$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,638.63	$ 4,754.59	$ 4,873.46	$ 4,995.30	$ 5,120.18	$ 5,248.18	$ 5,379.39	$ 5,513.87	$ 5,651.72	Bi-weekly
				$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,050.36	$ 10,301.62	$ 10,559.16	$ 10,823.14	$ 11,093.72	$ 11,371.06	$ 11,655.34	$ 11,946.72	$ 12,245.39	Monthly
				$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 120,604.34	$ 123,619.45	$ 126,709.93	$ 129,877.68	$ 133,124.62	$ 136,452.74	$ 139,864.06	$ 143,360.66	$ 146,944.68	Annually
130				$ 51.31	$ 53.87	$ 56.57	$ 59.40	$ 60.88	$ 62.40	$ 63.96	$ 65.56	$ 67.20	$ 68.88	$ 70.60	$ 72.37	$ 74.18	Hourly
				$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,751.77	$ 4,870.56	$ 4,992.32	$ 5,117.13	$ 5,245.06	$ 5,376.19	$ 5,510.59	$ 5,648.36	$ 5,789.57	$ 5,934.30	Bi-weekly
				$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,295.49	$ 10,552.88	$ 10,816.70	$ 11,087.12	$ 11,364.30	$ 11,648.40	$ 11,939.61	$ 12,238.11	$ 12,544.06	$ 12,857.66	Monthly
				$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 123,545.91	$ 126,634.56	$ 129,800.42	$ 133,045.43	$ 136,371.57	$ 139,780.86	$ 143,275.38	$ 146,857.26	$ 150,528.69	$ 154,291.91	Annually
220				$ 31.50	$ 33.07	$ 34.73	$ 36.46	$ 37.38	$ 38.31	$ 39.27	$ 40.25	$ 41.26	$ 42.29	$ 43.35	$ 44.43	$ 45.54	Hourly
				$ 2,519.96	$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 2,990.10	$ 3,064.85	$ 3,141.48	$ 3,220.01	$ 3,300.51	$ 3,383.03	$ 3,467.60	$ 3,554.29	$ 3,643.15	Bi-weekly
				$ 5,459.92	$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,478.55	$ 6,640.52	$ 6,806.53	$ 6,976.69	$ 7,151.11	$ 7,329.89	$ 7,513.13	$ 7,700.96	$ 7,893.49	Monthly
				$ 65,519.03	$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 77,742.63	$ 79,686.20	$ 81,678.35	$ 83,720.31	$ 85,813.32	$ 87,958.65	$ 90,157.62	$ 92,411.56	$ 94,721.85	Annually
221				$ 33.07	$ 34.73	$ 36.46	$ 38.29	$ 39.25	$ 40.23	$ 41.23	$ 42.26	$ 43.32	$ 44.40	$ 45.51	$ 46.65	$ 47.82	Hourly
				$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,139.61	$ 3,218.10	$ 3,298.55	$ 3,381.01	$ 3,465.54	$ 3,552.18	$ 3,640.98	$ 3,732.01	$ 3,825.31	Bi-weekly
				$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,802.48	$ 6,972.54	$ 7,146.86	$ 7,325.53	$ 7,508.67	$ 7,696.38	$ 7,888.79	$ 8,086.01	$ 8,288.16	Monthly
				$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 81,629.76	$ 83,670.51	$ 85,762.27	$ 87,906.33	$ 90,103.99	$ 92,356.59	$ 94,665.50	$ 97,032.14	$ 99,457.94	Annually
222				$ 34.73	$ 36.46	$ 38.29	$ 40.20	$ 41.21	$ 42.24	$ 43.29	$ 44.38	$ 45.49	$ 46.62	$ 47.79	$ 48.98	$ 50.21	Hourly
				$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,296.59	$ 3,379.00	$ 3,463.48	$ 3,550.06	$ 3,638.81	$ 3,729.79	$ 3,823.03	$ 3,918.61	$ 4,016.57	Bi-weekly
				$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,142.60	$ 7,321.17	$ 7,504.20	$ 7,691.80	$ 7,884.10	$ 8,081.20	$ 8,283.23	$ 8,490.31	$ 8,702.57	Monthly
				$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 85,711.25	$ 87,854.03	$ 90,050.38	$ 92,301.64	$ 94,609.19	$ 96,974.41	$ 99,398.78	$ 101,883.74	$ 104,430.84	Annually
223	Senior Financial Analyst	Exempt	General	$ 36.46	$ 38.29	$ 40.20	$ 42.21	$ 43.27	$ 44.35	$ 45.46	$ 46.59	$ 47.76	$ 48.95	$ 50.18	$ 51.43	$ 52.72	Hourly
	Senior Management Analyst	Exempt	General	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,461.42	$ 3,547.95	$ 3,636.65	$ 3,727.57	$ 3,820.76	$ 3,916.27	$ 4,014.18	$ 4,114.54	$ 4,217.40	Bi-weekly
	Code Enforcement Supervisor	Exempt	General	$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,499.73	$ 7,687.23	$ 7,879.41	$ 8,076.39	$ 8,278.30	$ 8,485.26	$ 8,697.39	$ 8,914.83	$ 9,137.70	Monthly
	Senior Accountant	Exempt	General	$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 89,996.81	$ 92,246.74	$ 94,552.90	$ 96,916.73	$ 99,339.64	$ 101,823.14	$ 104,368.71	$ 106,977.93	$ 109,652.38	Annually
224	Building Inspection Supervisor	Exempt	General	$ 38.29	$ 40.20	$ 42.21	$ 44.32	$ 45.43	$ 46.57	$ 47.73	$ 48.92	$ 50.15	$ 51.40	$ 52.69	$ 54.00	$ 55.35	Hourly
	Senior Planner	Exempt	General	$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,634.49	$ 3,725.35	$ 3,818.48	$ 3,913.94	$ 4,011.79	$ 4,112.09	$ 4,214.89	$ 4,320.26	$ 4,428.27	Bi-weekly
				$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 7,874.72	$ 8,071.59	$ 8,273.38	$ 8,480.21	$ 8,692.22	$ 8,909.52	$ 9,132.26	$ 9,360.57	$ 9,594.58	Monthly
				$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 94,496.66	$ 96,859.07	$ 99,280.55	$ 101,762.56	$ 104,306.63	$ 106,914.29	$ 109,587.15	$ 112,326.83	$ 115,135.00	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
225				$ 40.20	$ 42.21	$ 44.32	$ 46.54	$ 47.70	$ 48.90	$ 50.12	$ 51.37	$ 52.65	$ 53.97	$ 55.32	$ 56.70	$ 58.12	Hourly
				$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,816.21	$ 3,911.62	$ 4,009.41	$ 4,109.64	$ 4,212.38	$ 4,317.69	$ 4,425.63	$ 4,536.28	$ 4,649.68	Bi-weekly
				$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,268.46	$ 8,475.17	$ 8,687.05	$ 8,904.22	$ 9,126.83	$ 9,355.00	$ 9,588.88	$ 9,828.60	$ 10,074.31	Monthly
				$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 99,221.49	$ 101,702.03	$ 104,244.58	$ 106,850.69	$ 109,521.96	$ 112,260.01	$ 115,066.51	$ 117,943.17	$ 120,891.75	Annually
226	Code Enforcement Manager	Exempt	Management	$ 42.21	$ 44.32	$ 46.54	$ 48.87	$ 50.09	$ 51.34	$ 52.62	$ 53.94	$ 55.29	$ 56.67	$ 58.09	$ 59.54	$ 61.03	Hourly
	Maintenance Manager	Exempt	Management	$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,007.02	$ 4,107.20	$ 4,209.88	$ 4,315.12	$ 4,423.00	$ 4,533.58	$ 4,646.92	$ 4,763.09	$ 4,882.17	Bi-weekly
	Engineering Division Manager	Exempt	Management	$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,681.88	$ 8,898.93	$ 9,121.40	$ 9,349.44	$ 9,583.17	$ 9,822.75	$ 10,068.32	$ 10,320.03	$ 10,578.03	Monthly
				$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 104,182.56	$ 106,787.13	$ 109,456.81	$ 112,193.23	$ 114,998.06	$ 117,873.01	$ 120,819.83	$ 123,840.33	$ 126,936.34	Annually
227	Community Services Manager	Exempt	Management	$ 44.32	$ 46.54	$ 48.87	$ 51.31	$ 52.59	$ 53.91	$ 55.25	$ 56.64	$ 58.05	$ 59.50	$ 60.99	$ 62.52	$ 64.08	Hourly
		Exempt	Management	$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,207.37	$ 4,312.56	$ 4,420.37	$ 4,530.88	$ 4,644.15	$ 4,760.26	$ 4,879.26	$ 5,001.24	$ 5,126.28	Bi-weekly
				$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,115.97	$ 9,343.87	$ 9,577.47	$ 9,816.91	$ 10,062.33	$ 10,313.89	$ 10,571.74	$ 10,836.03	$ 11,106.93	Monthly
				$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 109,391.69	$ 112,126.48	$ 114,929.65	$ 117,802.89	$ 120,747.96	$ 123,766.66	$ 126,860.82	$ 130,032.34	$ 133,283.15	Annually
228	Senior Engineer	Exempt	Management	$ 46.54	$ 48.87	$ 51.31	$ 53.87	$ 55.22	$ 56.60	$ 58.02	$ 59.47	$ 60.95	$ 62.48	$ 64.04	$ 65.64	$ 67.28	Hourly
				$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,417.74	$ 4,528.18	$ 4,641.39	$ 4,757.42	$ 4,876.36	$ 4,998.27	$ 5,123.23	$ 5,251.31	$ 5,382.59	Bi-weekly
				$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,571.77	$ 9,811.07	$ 10,056.34	$ 10,307.75	$ 10,565.45	$ 10,829.58	$ 11,100.32	$ 11,377.83	$ 11,662.28	Monthly
				$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 114,861.28	$ 117,732.81	$ 120,676.13	$ 123,693.03	$ 126,785.36	$ 129,954.99	$ 133,203.87	$ 136,533.96	$ 139,947.31	Annually
229	Chief Building Official	Exempt	Management	$ 48.87	$ 51.31	$ 53.87	$ 56.57	$ 57.98	$ 59.43	$ 60.92	$ 62.44	$ 64.00	$ 65.60	$ 67.24	$ 68.92	$ 70.65	Hourly
	Principal Engineer	Exempt	Management	$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,638.63	$ 4,754.59	$ 4,873.46	$ 4,995.30	$ 5,120.18	$ 5,248.18	$ 5,379.39	$ 5,513.87	$ 5,651.72	Bi-weekly
	Finance Manager	Exempt	Management	$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,050.36	$ 10,301.62	$ 10,559.16	$ 10,823.14	$ 11,093.72	$ 11,371.06	$ 11,655.34	$ 11,946.72	$ 12,245.39	Monthly
	Human Resources & Risk Manager	Exempt	Management	$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 120,604.34	$ 123,619.45	$ 126,709.93	$ 129,877.68	$ 133,124.62	$ 136,452.74	$ 139,864.06	$ 143,360.66	$ 146,944.68	Annually
230				$ 51.31	$ 53.87	$ 56.57	$ 59.40	$ 60.88	$ 62.40	$ 63.96	$ 65.56	$ 67.20	$ 68.88	$ 70.60	$ 72.37	$ 74.18	Hourly
				$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,751.77	$ 4,870.56	$ 4,992.32	$ 5,117.13	$ 5,245.06	$ 5,376.19	$ 5,510.59	$ 5,648.36	$ 5,789.57	$ 5,934.30	Bi-weekly
				$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,295.49	$ 10,552.88	$ 10,816.70	$ 11,087.12	$ 11,364.30	$ 11,648.40	$ 11,939.61	$ 12,238.11	$ 12,544.06	$ 12,857.66	Monthly
				$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 123,545.91	$ 126,634.56	$ 129,800.42	$ 133,045.43	$ 136,371.57	$ 139,780.86	$ 143,275.38	$ 146,857.26	$ 150,528.69	$ 154,291.91	Annually
231				$ 53.87	$ 56.57	$ 59.40	$ 62.37	$ 63.93	$ 65.52	$ 67.16	$ 68.84	$ 70.56	$ 72.33	$ 74.13	$ 75.99	$ 77.89	Hourly
				$ 4,309.99	$ 4,525.49	$ 4,751.77	$ 4,989.35	$ 5,114.09	$ 5,241.94	$ 5,372.99	$ 5,507.31	$ 5,645.00	$ 5,786.12	$ 5,930.77	$ 6,079.04	$ 6,231.02	Bi-weekly
				$ 9,338.32	$ 9,805.23	$ 10,295.49	$ 10,810.27	$ 11,080.52	$ 11,357.54	$ 11,641.48	$ 11,932.51	$ 12,230.82	$ 12,536.60	$ 12,850.01	$ 13,171.26	$ 13,500.54	Monthly
				$ 112,059.78	$ 117,662.77	$ 123,545.91	$ 129,723.20	$ 132,966.28	$ 136,290.44	$ 139,697.70	$ 143,190.14	$ 146,769.90	$ 150,439.15	$ 154,200.12	$ 158,055.13	$ 162,006.51	Annually
232	Principal Engineer/City Engineer	Exempt	Management	$ 56.57	$ 59.40	$ 62.37	$ 65.49	$ 67.12	$ 68.80	$ 70.52	$ 72.28	$ 74.09	$ 75.94	$ 77.84	$ 79.79	$ 81.78	Hourly
				$ 4,525.49	$ 4,751.77	$ 4,989.35	$ 5,238.82	$ 5,369.79	$ 5,504.04	$ 5,641.64	$ 5,782.68	$ 5,927.25	$ 6,075.43	$ 6,227.31	$ 6,383.00	$ 6,542.57	Bi-weekly
				$ 9,805.23	$ 10,295.49	$ 10,810.27	$ 11,350.78	$ 11,634.55	$ 11,925.41	$ 12,223.55	$ 12,529.14	$ 12,842.37	$ 13,163.43	$ 13,492.51	$ 13,829.82	$ 14,175.57	Monthly
				$ 117,662.77	$ 123,545.91	$ 129,723.20	$ 136,209.36	$ 139,614.60	$ 143,104.96	$ 146,682.59	$ 150,349.65	$ 154,108.39	$ 157,961.10	$ 161,910.13	$ 165,957.88	$ 170,106.83	Annually
233				$ 59.40	$ 62.37	$ 65.49	$ 68.76	$ 70.48	$ 72.24	$ 74.05	$ 75.90	$ 77.80	$ 79.74	$ 81.73	$ 83.78	$ 85.87	Hourly
				$ 4,751.77	$ 4,989.35	$ 5,238.82	$ 5,500.76	$ 5,638.28	$ 5,779.24	$ 5,923.72	$ 6,071.81	$ 6,223.61	$ 6,379.20	$ 6,538.68	$ 6,702.15	$ 6,869.70	Bi-weekly
				$ 10,295.49	$ 10,810.27	$ 11,350.78	$ 11,918.32	$ 12,216.28	$ 12,521.68	$ 12,834.73	$ 13,155.59	$ 13,484.48	$ 13,821.60	$ 14,167.14	$ 14,521.31	$ 14,884.35	Monthly
				$ 123,545.91	$ 129,723.20	$ 136,209.36	$ 143,019.83	$ 146,595.33	$ 150,260.21	$ 154,016.72	$ 157,867.13	$ 161,813.81	$ 165,859.16	$ 170,005.64	$ 174,255.78	$ 178,612.17	Annually
234				$ 62.37	$ 65.49	$ 68.76	$ 72.20	$ 74.00	$ 75.85	$ 77.75	$ 79.69	$ 81.68	$ 83.73	$ 85.82	$ 87.97	$ 90.16	Hourly
				$ 4,989.35	$ 5,238.82	$ 5,500.76	$ 5,775.80	$ 5,920.20	$ 6,068.20	$ 6,219.91	$ 6,375.40	$ 6,534.79	$ 6,698.16	$ 6,865.61	$ 7,037.25	$ 7,213.18	Bi-weekly
				$ 10,810.27	$ 11,350.78	$ 11,918.32	$ 12,514.24	$ 12,827.09	$ 13,147.77	$ 13,476.46	$ 13,813.37	$ 14,158.71	$ 14,512.68	$ 14,875.49	$ 15,247.38	$ 15,628.57	Monthly
				$ 129,723.20	$ 136,209.36	$ 143,019.83	$ 150,170.82	$ 153,925.09	$ 157,773.22	$ 161,717.55	$ 165,760.49	$ 169,904.50	$ 174,152.12	$ 178,505.92	$ 182,968.57	$ 187,542.78	Annually
235				$ 65.49	$ 68.76	$ 72.20	$ 75.81	$ 77.70	$ 79.65	$ 81.64	$ 83.68	$ 85.77	$ 87.91	$ 90.11	$ 92.36	$ 94.67	Hourly
				$ 5,238.82	$ 5,500.76	$ 5,775.80	$ 6,064.59	$ 6,216.21	$ 6,371.61	$ 6,530.90	$ 6,694.17	$ 6,861.53	$ 7,033.07	$ 7,208.89	$ 7,389.12	$ 7,573.84	Bi-weekly
				$ 11,350.78	$ 11,918.32	$ 12,514.24	$ 13,139.95	$ 13,468.45	$ 13,805.16	$ 14,150.29	$ 14,504.04	$ 14,866.64	$ 15,238.31	$ 15,619.27	$ 16,009.75	$ 16,409.99	Monthly
				$ 136,209.36	$ 143,019.83	$ 150,170.82	$ 157,679.37	$ 161,621.35	$ 165,661.88	$ 169,803.43	$ 174,048.52	$ 178,399.73	$ 182,859.72	$ 187,431.22	$ 192,117.00	$ 196,919.92	Annually
328				$ 46.54	$ 48.87	$ 51.31	$ 53.84	$ 55.18	$ 56.56	$ 57.98	$ 59.43	$ 60.91	$ 62.43	$ 63.99	$ 65.59	$ 67.23	Hourly
				$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,306.92	$ 4,414.59	$ 4,524.95	$ 4,638.08	$ 4,754.03	$ 4,872.88	$ 4,994.70	$ 5,119.57	$ 5,247.56	$ 5,378.75	Bi-weekly
				$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,331.65	$ 9,564.94	$ 9,804.06	$ 10,049.17	$ 10,300.40	$ 10,557.91	$ 10,821.85	$ 11,092.40	$ 11,369.71	$ 11,653.95	Monthly
				$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 111,979.80	$ 114,779.29	$ 117,648.77	$ 120,589.99	$ 123,604.74	$ 126,694.86	$ 129,862.23	$ 133,108.79	$ 136,436.51	$ 139,847.42	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
329				$ 48.87	$ 51.31	$ 53.87	$ 56.53	$ 57.94	$ 59.39	$ 60.87	$ 62.40	$ 63.96	$ 65.56	$ 67.19	$ 68.87	$ 70.60	Hourly
				$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,522.26	$ 4,635.32	$ 4,751.20	$ 4,869.98	$ 4,991.73	$ 5,116.52	$ 5,244.44	$ 5,375.55	$ 5,509.94	$ 5,647.68	Bi-weekly
				$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,798.23	$ 10,043.19	$ 10,294.27	$ 10,551.62	$ 10,815.41	$ 11,085.80	$ 11,362.95	$ 11,647.02	$ 11,938.19	$ 12,236.65	Monthly
				$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 117,578.79	$ 120,518.25	$ 123,531.21	$ 126,619.49	$ 129,784.98	$ 133,029.60	$ 136,355.34	$ 139,764.23	$ 143,258.33	$ 146,839.79	Annually
330	City Clerk	Exempt	Executive	$ 51.31	$ 53.87	$ 56.57	$ 59.35	$ 60.84	$ 62.36	$ 63.92	$ 65.52	$ 67.15	$ 68.83	$ 70.55	$ 72.32	$ 74.13	Hourly
	Assistant to the City Manager	Exempt	Executive	$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,748.37	$ 4,867.08	$ 4,988.76	$ 5,113.48	$ 5,241.32	$ 5,372.35	$ 5,506.66	$ 5,644.32	$ 5,785.43	$ 5,930.07	Bi-weekly
				$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,288.14	$ 10,545.35	$ 10,808.98	$ 11,079.21	$ 11,356.19	$ 11,640.09	$ 11,931.09	$ 12,229.37	$ 12,535.10	$ 12,848.48	Monthly
				$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 123,457.72	$ 126,544.17	$ 129,707.77	$ 132,950.47	$ 136,274.23	$ 139,681.08	$ 143,173.11	$ 146,752.44	$ 150,421.25	$ 154,181.78	Annually
331				$ 53.84	$ 56.53	$ 59.35	$ 62.32	$ 63.88	$ 65.48	$ 67.11	$ 68.79	$ 70.51	$ 72.27	$ 74.08	$ 75.93	$ 77.83	Hourly
				$ 4,306.92	$ 4,522.26	$ 4,748.37	$ 4,985.79	$ 5,110.44	$ 5,238.20	$ 5,369.15	$ 5,503.38	$ 5,640.97	$ 5,781.99	$ 5,926.54	$ 6,074.70	$ 6,226.57	Bi-weekly
				$ 9,331.65	$ 9,798.23	$ 10,288.14	$ 10,802.55	$ 11,072.61	$ 11,349.43	$ 11,633.17	$ 11,923.99	$ 12,222.09	$ 12,527.65	$ 12,840.84	$ 13,161.86	$ 13,490.91	Monthly
				$ 111,979.80	$ 117,578.79	$ 123,457.72	$ 129,630.61	$ 132,871.38	$ 136,193.16	$ 139,597.99	$ 143,087.94	$ 146,665.14	$ 150,331.77	$ 154,090.06	$ 157,942.31	$ 161,890.87	Annually
332				$ 56.53	$ 59.35	$ 62.32	$ 65.44	$ 67.07	$ 68.75	$ 70.47	$ 72.23	$ 74.04	$ 75.89	$ 77.79	$ 79.73	$ 81.72	Hourly
				$ 4,522.26	$ 4,748.37	$ 4,985.79	$ 5,235.08	$ 5,365.96	$ 5,500.11	$ 5,637.61	$ 5,778.55	$ 5,923.02	$ 6,071.09	$ 6,222.87	$ 6,378.44	$ 6,537.90	Bi-weekly
				$ 9,798.23	$ 10,288.14	$ 10,802.55	$ 11,342.68	$ 11,626.25	$ 11,916.90	$ 12,214.82	$ 12,520.19	$ 12,833.20	$ 13,154.03	$ 13,482.88	$ 13,819.95	$ 14,165.45	Monthly
				$ 117,578.79	$ 123,457.72	$ 129,630.61	$ 136,112.14	$ 139,514.94	$ 143,002.82	$ 146,577.89	$ 150,242.34	$ 153,998.39	$ 157,848.35	$ 161,794.56	$ 165,839.43	$ 169,985.41	Annually
333				$ 59.35	$ 62.32	$ 65.44	$ 68.71	$ 70.43	$ 72.19	$ 73.99	$ 75.84	$ 77.74	$ 79.68	$ 81.68	$ 83.72	$ 85.81	Hourly
				$ 4,748.37	$ 4,985.79	$ 5,235.08	$ 5,496.84	$ 5,634.26	$ 5,775.11	$ 5,919.49	$ 6,067.48	$ 6,219.17	$ 6,374.65	$ 6,534.01	$ 6,697.36	$ 6,864.80	Bi-weekly
				$ 10,288.14	$ 10,802.55	$ 11,342.68	$ 11,909.81	$ 12,207.56	$ 12,512.75	$ 12,825.57	$ 13,146.20	$ 13,474.86	$ 13,811.73	$ 14,157.02	$ 14,510.95	$ 14,873.72	Monthly
				$ 123,457.72	$ 129,630.61	$ 136,112.14	$ 142,917.75	$ 146,490.69	$ 150,152.96	$ 153,906.78	$ 157,754.45	$ 161,698.31	$ 165,740.77	$ 169,884.29	$ 174,131.40	$ 178,484.68	Annually
334	Economic Development Director	Exempt	Executive	$ 62.32	$ 65.44	$ 68.71	$ 72.15	$ 73.95	$ 75.80	$ 77.69	$ 79.64	$ 81.63	$ 83.67	$ 85.76	$ 87.90	$ 90.10	Hourly
	Public Works Director	Exempt	Executive	$ 4,985.79	$ 5,235.08	$ 5,496.84	$ 5,771.68	$ 5,915.97	$ 6,063.87	$ 6,215.47	$ 6,370.85	$ 6,530.12	$ 6,693.38	$ 6,860.71	$ 7,032.23	$ 7,208.04	Bi-weekly
				$ 10,802.55	$ 11,342.68	$ 11,909.81	$ 12,505.30	$ 12,817.94	$ 13,138.38	$ 13,466.84	$ 13,803.51	$ 14,148.60	$ 14,502.32	$ 14,864.88	$ 15,236.50	$ 15,617.41	Monthly
				$ 129,630.61	$ 136,112.14	$ 142,917.75	$ 150,063.64	$ 153,815.23	$ 157,660.61	$ 161,602.12	$ 165,642.18	$ 169,783.23	$ 174,027.81	$ 178,378.51	$ 182,837.97	$ 187,408.92	Annually
335				$ 65.44	$ 68.71	$ 72.15	$ 75.75	$ 77.65	$ 79.59	$ 81.58	$ 83.62	$ 85.71	$ 87.85	$ 90.05	$ 92.30	$ 94.61	Hourly
				$ 5,235.08	$ 5,496.84	$ 5,771.68	$ 6,060.26	$ 6,211.77	$ 6,367.06	$ 6,526.24	$ 6,689.40	$ 6,856.63	$ 7,028.05	$ 7,203.75	$ 7,383.84	$ 7,568.44	Bi-weekly
				$ 11,342.68	$ 11,909.81	$ 12,505.30	$ 13,130.57	$ 13,458.83	$ 13,795.30	$ 14,140.19	$ 14,493.69	$ 14,856.03	$ 15,227.43	$ 15,608.12	$ 15,998.32	$ 16,398.28	Monthly
				$ 136,112.14	$ 142,917.75	$ 150,063.64	$ 157,566.82	$ 161,505.99	$ 165,543.64	$ 169,682.23	$ 173,924.28	$ 178,272.39	$ 182,729.20	$ 187,297.43	$ 191,979.87	$ 196,779.36	Annually
336	Community Services Director	Exempt	Executive	$ 68.76	$ 72.20	$ 75.81	$ 79.60	$ 81.59	$ 83.63	$ 85.72	$ 87.86	$ 90.06	$ 92.31	$ 94.62	$ 96.98	$ 99.41	Hourly
				$ 5,500.76	$ 5,775.80	$ 6,064.59	$ 6,367.82	$ 6,527.02	$ 6,690.19	$ 6,857.45	$ 7,028.88	$ 7,204.60	$ 7,384.72	$ 7,569.34	$ 7,758.57	$ 7,952.54	Bi-weekly
				$ 11,918.32	$ 12,514.24	$ 13,139.95	$ 13,796.94	$ 14,141.87	$ 14,495.41	$ 14,857.80	$ 15,229.25	$ 15,609.98	$ 16,000.23	$ 16,400.23	$ 16,810.24	$ 17,230.49	Monthly
				$ 143,019.83	$ 150,170.82	$ 157,679.37	$ 165,563.33	$ 169,702.42	$ 173,944.98	$ 178,293.60	$ 182,750.94	$ 187,319.72	$ 192,002.71	$ 196,802.78	$ 201,722.85	$ 206,765.92	Annually
337	Administrative Services Director	Exempt	Executive	$ 72.20	$ 75.81	$ 79.60	$ 83.58	$ 85.67	$ 87.81	$ 90.00	$ 92.25	$ 94.56	$ 96.92	$ 99.35	$ 101.83	$ 104.38	Hourly
	Community Development Director	Exempt	Executive	$ 5,775.80	$ 6,064.59	$ 6,367.82	$ 6,686.21	$ 6,853.37	$ 7,024.70	$ 7,200.32	$ 7,380.33	$ 7,564.83	$ 7,753.96	$ 7,947.80	$ 8,146.50	$ 8,350.16	Bi-weekly
	Public Works Director/City Engineer	Exempt	Executive	$ 12,514.24	$ 13,139.95	$ 13,796.94	$ 14,486.79	$ 14,848.96	$ 15,220.19	$ 15,600.69	$ 15,990.71	$ 16,390.48	$ 16,800.24	$ 17,220.24	$ 17,650.75	$ 18,092.02	Monthly
				$ 150,170.82	$ 157,679.37	$ 165,563.33	$ 173,841.50	$ 178,187.54	$ 182,642.23	$ 187,208.28	$ 191,888.49	$ 196,685.70	$ 201,602.84	$ 206,642.91	$ 211,808.99	$ 217,104.21	Annually
338	Deputy City Manager	Exempt	Executive	$ 75.81	$ 79.60	$ 83.58	$ 87.76	$ 89.95	$ 92.20	$ 94.50	$ 96.87	$ 99.29	$ 101.77	$ 104.31	$ 106.92	$ 109.60	Hourly
				$ 6,064.59	$ 6,367.82	$ 6,686.21	$ 7,020.52	$ 7,196.04	$ 7,375.94	$ 7,560.33	$ 7,749.34	$ 7,943.08	$ 8,141.65	$ 8,345.19	$ 8,553.82	$ 8,767.67	Bi-weekly
				$ 13,139.95	$ 13,796.94	$ 14,486.79	$ 15,211.13	$ 15,591.41	$ 15,981.19	$ 16,380.72	$ 16,790.24	$ 17,210.00	$ 17,640.25	$ 18,081.26	$ 18,533.29	$ 18,996.62	Monthly
				$ 157,679.37	$ 165,563.33	$ 173,841.50	$ 182,533.58	$ 187,096.91	$ 191,774.34	$ 196,568.70	$ 201,482.91	$ 206,519.99	$ 211,682.99	$ 216,975.06	$ 222,399.44	$ 227,959.42	Annually
339	Assistant City Manager	Exempt	Executive	$ 79.60	$ 83.58	$ 87.76	$ 92.14	$ 94.45	$ 96.81	$ 99.23	$ 101.71	$ 104.25	$ 106.86	$ 109.53	$ 112.27	$ 115.08	Hourly
				$ 6,367.82	$ 6,686.21	$ 7,020.52	$ 7,371.55	$ 7,555.84	$ 7,744.73	$ 7,938.35	$ 8,136.81	$ 8,340.23	$ 8,548.74	$ 8,762.45	$ 8,981.52	$ 9,206.05	Bi-weekly
				$ 13,796.94	$ 14,486.79	$ 15,211.13	$ 15,971.69	$ 16,370.98	$ 16,780.25	$ 17,199.76	$ 17,629.75	$ 18,070.50	$ 18,522.26	$ 18,985.32	$ 19,459.95	$ 19,946.45	Monthly
				$ 165,563.33	$ 173,841.50	$ 182,533.58	$ 191,660.25	$ 196,451.76	$ 201,363.05	$ 206,397.13	$ 211,557.06	$ 216,845.99	$ 222,267.14	$ 227,823.81	$ 233,519.41	$ 239,357.39	Annually
340				$ 83.58	$ 87.76	$ 92.14	$ 96.75	$ 99.17	$ 101.65	$ 104.19	$ 106.80	$ 109.47	$ 112.20	$ 115.01	$ 117.88	$ 120.83	Hourly
				$ 6,686.21	$ 7,020.52	$ 7,371.55	$ 7,740.13	$ 7,933.63	$ 8,131.97	$ 8,335.27	$ 8,543.65	$ 8,757.24	$ 8,976.17	$ 9,200.58	$ 9,430.59	$ 9,666.36	Bi-weekly
				$ 14,486.79	$ 15,211.13	$ 15,971.69	$ 16,770.27	$ 17,189.53	$ 17,619.27	$ 18,059.75	$ 18,511.24	$ 18,974.02	$ 19,448.37	$ 19,934.58	$ 20,432.95	$ 20,943.77	Monthly
				$ 173,841.50	$ 182,533.58	$ 191,660.25	$ 201,243.27	$ 206,274.35	$ 211,431.21	$ 216,716.99	$ 222,134.91	$ 227,688.28	$ 233,380.49	$ 239,215.00	$ 245,195.38	$ 251,325.26	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
341				$ 87.76	$ 92.14	$ 96.75	$ 101.59	$ 104.13	$ 106.73	$ 109.40	$ 112.14	$ 114.94	$ 117.81	$ 120.76	$ 123.78	$ 126.87	Hourly
				$ 7,020.52	$ 7,371.55	$ 7,740.13	$ 8,127.13	$ 8,330.31	$ 8,538.57	$ 8,752.03	$ 8,970.83	$ 9,195.10	$ 9,424.98	$ 9,660.61	$ 9,902.12	$ 10,149.67	Bi-weekly
				$ 15,211.13	$ 15,971.69	$ 16,770.27	$ 17,608.79	$ 18,049.01	$ 18,500.23	$ 18,962.74	$ 19,436.80	$ 19,922.72	$ 20,420.79	$ 20,931.31	$ 21,454.60	$ 21,990.96	Monthly
				$ 182,533.58	$ 191,660.25	$ 201,243.27	$ 211,305.43	$ 216,588.07	$ 222,002.77	$ 227,552.84	$ 233,241.66	$ 239,072.70	$ 245,049.52	$ 251,175.75	$ 257,455.15	$ 263,891.53	Annually
342				$ 92.14	$ 96.75	$ 101.59	$ 106.67	$ 109.34	$ 112.07	$ 114.87	$ 117.74	$ 120.69	$ 123.70	$ 126.80	$ 129.97	$ 133.21	Hourly
				$ 7,371.55	$ 7,740.13	$ 8,127.13	$ 8,533.49	$ 8,746.83	$ 8,965.50	$ 9,189.63	$ 9,419.37	$ 9,654.86	$ 9,896.23	$ 10,143.64	$ 10,397.23	$ 10,657.16	Bi-weekly
				$ 15,971.69	$ 16,770.27	$ 17,608.79	$ 18,489.23	$ 18,951.46	$ 19,425.24	$ 19,910.87	$ 20,408.65	$ 20,918.86	$ 21,441.83	$ 21,977.88	$ 22,527.33	$ 23,090.51	Monthly
				$ 191,660.25	$ 201,243.27	$ 211,305.43	$ 221,870.70	$ 227,417.47	$ 233,102.91	$ 238,930.48	$ 244,903.74	$ 251,026.33	$ 257,301.99	$ 263,734.54	$ 270,327.91	$ 277,086.10	Annually
343				$ 96.75	$ 101.59	$ 106.67	$ 112.00	$ 114.80	$ 117.67	$ 120.61	$ 123.63	$ 126.72	$ 129.89	$ 133.14	$ 136.46	$ 139.88	Hourly
				$ 7,740.13	$ 8,127.13	$ 8,533.49	$ 8,960.16	$ 9,184.17	$ 9,413.77	$ 9,649.12	$ 9,890.34	$ 10,137.60	$ 10,391.04	$ 10,650.82	$ 10,917.09	$ 11,190.02	Bi-weekly
				$ 16,770.27	$ 17,608.79	$ 18,489.23	$ 19,413.69	$ 19,899.03	$ 20,396.50	$ 20,906.42	$ 21,429.08	$ 21,964.80	$ 22,513.92	$ 23,076.77	$ 23,653.69	$ 24,245.03	Monthly
				$ 201,243.27	$ 211,305.43	$ 221,870.70	$ 232,964.24	$ 238,788.34	$ 244,758.05	$ 250,877.00	$ 257,148.93	$ 263,577.65	$ 270,167.09	$ 276,921.27	$ 283,844.30	$ 290,940.41	Annually
344				$ 101.59	$ 106.67	$ 112.00	$ 117.60	$ 120.54	$ 123.56	$ 126.64	$ 129.81	$ 133.06	$ 136.38	$ 139.79	$ 143.29	$ 146.87	Hourly
				$ 8,127.13	$ 8,533.49	$ 8,960.16	$ 9,408.17	$ 9,643.38	$ 9,884.46	$ 10,131.57	$ 10,384.86	$ 10,644.48	$ 10,910.59	$ 11,183.36	$ 11,462.94	$ 11,749.52	Bi-weekly
				$ 17,608.79	$ 18,489.23	$ 19,413.69	$ 20,384.37	$ 20,893.98	$ 21,416.33	$ 21,951.74	$ 22,500.53	$ 23,063.04	$ 23,639.62	$ 24,230.61	$ 24,836.38	$ 25,457.29	Monthly
				$ 211,305.43	$ 221,870.70	$ 232,964.24	$ 244,612.45	$ 250,727.76	$ 256,995.95	$ 263,420.85	$ 270,006.37	$ 276,756.53	$ 283,675.45	$ 290,767.33	$ 298,036.52	$ 305,487.43	Annually
345				$ 106.67	$ 112.00	$ 117.60	$ 123.48	$ 126.57	$ 129.73	$ 132.98	$ 136.30	$ 139.71	$ 143.20	$ 146.78	$ 150.45	$ 154.21	Hourly
				$ 8,533.49	$ 8,960.16	$ 9,408.17	$ 9,878.58	$ 10,125.54	$ 10,378.68	$ 10,638.15	$ 10,904.10	$ 11,176.71	$ 11,456.12	$ 11,742.53	$ 12,036.09	$ 12,336.99	Bi-weekly
				$ 18,489.23	$ 19,413.69	$ 20,384.37	$ 21,403.59	$ 21,938.68	$ 22,487.15	$ 23,049.32	$ 23,625.56	$ 24,216.20	$ 24,821.60	$ 25,442.14	$ 26,078.20	$ 26,730.15	Monthly
				$ 221,870.70	$ 232,964.24	$ 244,612.45	$ 256,843.07	$ 263,264.15	$ 269,845.75	$ 276,591.90	$ 283,506.69	$ 290,594.36	$ 297,859.22	$ 305,305.70	$ 312,938.34	$ 320,761.80	Annually
346				$ 112.00	$ 117.60	$ 123.48	$ 129.66	$ 132.90	$ 136.22	$ 139.63	$ 143.12	$ 146.69	$ 150.36	$ 154.12	$ 157.97	$ 161.92	Hourly
				$ 8,960.16	$ 9,408.17	$ 9,878.58	$ 10,372.51	$ 10,631.82	$ 10,897.62	$ 11,170.06	$ 11,449.31	$ 11,735.54	$ 12,028.93	$ 12,329.65	$ 12,637.89	$ 12,953.84	Bi-weekly
				$ 19,413.69	$ 20,384.37	$ 21,403.59	$ 22,473.77	$ 23,035.61	$ 23,611.50	$ 24,201.79	$ 24,806.84	$ 25,427.01	$ 26,062.68	$ 26,714.25	$ 27,382.10	$ 28,066.66	Monthly
				$ 232,964.24	$ 244,612.45	$ 256,843.07	$ 269,685.22	$ 276,427.36	$ 283,338.04	$ 290,421.49	$ 297,682.03	$ 305,124.08	$ 312,752.18	$ 320,570.98	$ 328,585.26	$ 336,799.89	Annually
347				$ 117.60	$ 123.48	$ 129.66	$ 136.14	$ 139.54	$ 143.03	$ 146.61	$ 150.27	$ 154.03	$ 157.88	$ 161.83	$ 165.87	$ 170.02	Hourly
				$ 9,408.17	$ 9,878.58	$ 10,372.51	$ 10,891.13	$ 11,163.41	$ 11,442.50	$ 11,728.56	$ 12,021.77	$ 12,322.32	$ 12,630.38	$ 12,946.14	$ 13,269.79	$ 13,601.53	Bi-weekly
				$ 20,384.37	$ 21,403.59	$ 22,473.77	$ 23,597.46	$ 24,187.39	$ 24,792.08	$ 25,411.88	$ 26,047.18	$ 26,698.36	$ 27,365.82	$ 28,049.96	$ 28,751.21	$ 29,469.99	Monthly
				$ 244,612.45	$ 256,843.07	$ 269,685.22	$ 283,169.49	$ 290,248.72	$ 297,504.94	$ 304,942.56	$ 312,566.13	$ 320,380.28	$ 328,389.79	$ 336,599.53	$ 345,014.52	$ 353,639.89	Annually
401	City Manager	Exempt	Executive				$ 123.30				**Contract Position**					$ 123.30	Hourly
							$ 9,864.23									$ 9,864.23	Bi-weekly
							$ 21,372.50									$ 21,372.50	Monthly
							$ 256,470.00									$ 256,470.00	Annually
501	Retired Annuitant - Extra Help	Depends on Position					$ 20.00				**Individuals in this Pay Grade may be placed anywhere between Step A and Step J**					$ 100.00	Hourly

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: February 14, 2024

SUBJECT: Tri-Party Consultant Service Agreement for the Sycamore Academy Charter School Expansion Project Mitigated Negative Declaration (PA No. 24-0003)

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Sycamore Academy Charter School and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Sycamore Academy Charter School Expansion project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Sycamore Academy Charter School Expansion project.

BACKGROUND:
The Planning Department received a pre-application review (PAR) from Sycamore Academy Charter School just before the end of 2023. The school is proposing to build a second school south of the existing charter school on an adjacent parcel (APN: 380-170-021). Sycamore's formal application package will include the following applications for Planning Commission review and approval.

1) **CEQA/IS/MND:** In accordance with CEQA Guidelines Section 15070, the proposed expansion project will require the preparation of several technical studies leading to an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP).

2) **Public Use Permit/Plot Plan (PUP/PP):** The project will require approval of a Public Use Permit to establish the new school and a Plot Plan to construct four (4), 1-story buildings totaling 17,500 square-foot as follows:

- Building 1 – 5,860 square feet for Pre-K and Kindergarten classrooms;
- Building 2 – 6,370 square feet for 7th & 8th grade classrooms;
- Building 3 – 1,800 square feet for a kitchen facility; and
- Building 4 – 3,250 square feet for administration use.

DISCUSSION:

Based on review of the proposed development plans and operating description, the proposed expansion project will require preparation and processing of an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with Section 15070 of the California Environmental Quality Act (CEQA).

Once this determination was made, our CEQA consultant prepared a scope of work and budget to prepare the IS/MND. The scope and budget were sent to Barbara Hale, Sycamore Academy (Barbara Hale, Executive Director) for review. Based on this step, the Applicant has agreed to move forward with the IS/MND and accompanying technical studies. It is city policy to bring forward the tri-party agreement for CEQA services. The IS/MND budget for PlaceWorks, Inc. to prepare the document is a "not-to-exceed" amount of $96,360. With the City's standard administrative charge of $10,362 and City Attorney charges of $15,000, the total cost to prepare the MND is $121,722. The total cost will be paid by the Applicant.

In accordance with the provisions of the agreement, the Applicant is required to deposit 50% of the total MND cost ($60,861) within ten (10) business days (February 26, 2024) which will allow PlaceWorks to begin the MND process. The remaining 50% ($60,861) is due within thirty (30) business days after the effective date (March 13, 2024). The estimated time frame to prepare and process the IS/MND and PUP/Plot Plan is approximately six (6) months.

FISCAL IMPACT:

The cost associated with preparation of the IS/MND document is the sole responsibility of the Applicant, thus, there is no fiscal impact to the City's General Fund.

ATTACHMENTS:

A. MND-Tri Agreement [2-14-24].pdf
B. Preliminary Site Plan-Architecture.pdf

CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of **February 14, 2024**, by and among the City of Wildomar, a California municipal corporation, ("City"), Sycamore Academy Charter School, ("Applicant"), and PlaceWorks, Inc. ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

A. The California Environmental Quality Act ("CEQA") [Public Resources Code § 21000 et seq.] makes lead agencies responsible for determining whether an Environmental Impact Report ("EIR"), a Mitigated Negative Declaration ("MND"), or Negative Declaration ("ND"), is to be required for any project. CEQA also provides that any such EIR, MND, or ND be prepared directly by, or under contract to, the legal agency.

B. Applicant is applying to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "A".

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

D. Consultant is a qualified environmental and/or land use planning firm. City, in consultation with Applicant, has selected Consultant to prepare the CEQA Document and any related studies, surveys, and reports as may be required to comply with CEQA. Consultant has prepared a "Scope of Work" attached hereto and incorporated herein by reference as Exhibit "B", outlining the breadth of analysis and the tasks to be performed to prepare the CEQA Document.

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

F. CEQA authorizes City, as the lead agency, to charge and collect a reasonable fee from Applicant to recover the estimated costs incurred in preparing the CEQA Document and for procedures necessary to comply with CEQA regarding the Project. Applicant acknowledges that it is responsible for the payment of these costs as provided in this Contract.

G. City and Consultant acknowledge that CEQA and the CEQA Guidelines encourage the completion of the CEQA Document within certain time limits and that lead agencies should reduce delay and paperwork in the preparation of CEQA Documents.

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenant hereafter set forth, the parties agree as follows:

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document.

1.2 Consultant Charges. The consultant's estimated charge for services and reimbursable expenses for preparation and completion of the CEQA MND Document, including the required technical studies pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit C are $96,360.

1.3 City Charges. The city's estimated administrative charge, including work by the City Attorney, for review and processing of the CEQA Document is $25,362.

1.4 Deposits. Applicant acknowledges that the Consultant estimated charges and the City estimated charges are estimates only and the actual costs may be higher. Applicant agrees to pay all Consultant charges and City charges even if those charges exceed the cost estimates provided in this Contract. To ensure timely payment and performance, Applicant shall deposit the Consultant's and City's estimated charges (Total Estimated Cost) with the City as follows:

1.4.1 Initial Deposit. Within ten (10) business days (Feb. 26, 2024) after the Effective Date of this Contract, the Applicant shall deposit $60,861 with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Within thirty (30) business days (March 13, 2024) after the Effective Date of this Contract, the Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is $60,861. At the Applicant's discretion, the entire amount of $121,722 may be paid in full at one time.

1.4.2 Subsequent Deposits. The applicant shall be responsible for making subsequent deposits with the City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or $5,000, whichever is greater, City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

1.4.4 No Obligation for City to Complete. Applicant understands and agrees that City shall have no obligation complete the CEQA Document, consider the CEQA Documents for approval, or to pay or incur any costs related thereto, in the event that the Applicant fails to deposit the funds required under Article 1.0 of this Contract. In no event shall City have any responsibility to incur or pay any cost for the preparation and completion of the CEQA Document, or any other activities associated with public review, comment, and consideration (such as preparing, posting, and filing notices, circulating copies of the CEQA Documents, or reviewing and recommending the CEQA Document for approval), except to the extent that Applicant has provided the deposits and funds to pay for such activities as provided under this Contract.

1.5 Communication. Applicant hereby agrees that its officers, employees, contractors, agencies, or other representatives shall not communicate with, or discuss any matters relating to the CEQA Document with the Consultant engaged by City to prepare the CEQA Document without prior approval from the Planning Director or his duly authorized representative. Applicant further agrees that all questions regarding scheduling, content, or distribution of the CEQA Document, or any related matters, shall be addressed to the City staff, not the Consultant. The purpose of this provision is to ensure that the CEQA Document prepared will be objective and prepared on behalf of the City, and not a document prepared for purposes of advocating approval of the private proposed project to which it relates.

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost, expense or obligation,

that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA Document if a valid public controversy arises with respect to the CEQA Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

(1) submission of other differing scientific opinions with respect to the CEQA Document;

(2) submission of credible evidence in opposition to evidence contained within the CEQA Document;

(3) submission of additional credible information which was omitted from the CEQA Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract (i.e., Mitigated Negative Declaration), including the Final MND/Response to Comments document.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. The City shall review and analyze all materials submitted in connection with the CEQA Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA Documents.

3.2 Coordinate Meetings of Parties. The City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and

statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

"CITY"

City of Wildomar

By:

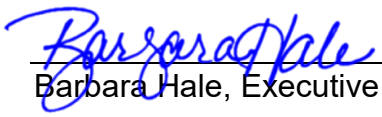
_____

Daniel York, City Manager

"APPLICANT"

Sycamore Academy Charter School

By:



_____

Barbara Hale, Executive Director

CONSULTANT"

PlaceWorks, Inc.

By:

Kara Kosel, Vice President of Finance

ATTEST:

Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

EXHIBIT "A"

Project Description

The applicant is proposing a Public Use Permit (PUP) and Plot Plan to expand the existing Sycamore Academy School to construct four (4), 1-story buildings totaling 17,500 square-foot on 4.02 acres located on the west side of Palomar Street & south of Robin Scott Road (APN: 380-170-021). The project will include the following:

- Building 1 – 5,860 square feet for Pre-K and Kindergarten classrooms;
- Building 2 – 6,370 square feet for 7th & 8th grade classrooms;
- Building 3 – 1,800 square feet for a kitchen facility; and
- Building 4 – 3,250 square feet for administrative use.

The project will require the following applications for consideration by the Planning Commission.

1) CEQA/IS/MND: In accordance with CEQA Guidelines Section 15070, the proposed expansion project will require the preparation of several technical studies leading to an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP).
2) Public Use Permit/Plot Plan (PUP/PP): The project will require approval of a Public Use Permit to establish the new school and a Plot Plan to construct four (4), 1-story buildings totaling 17,500 square-foot as follows:
    - Building 1 – 5,860 square feet for Pre-K and Kindergarten classrooms;
    - Building 2 – 6,370 square feet for 7th & 8th grade classrooms;
    - Building 3 – 1,800 square feet for a kitchen facility; and
    - Building 4 – 3,250 square feet for administrative use.

EXHIBIT "B"
PlaceWorks, Inc. Scope of Work/Budget
for
Sycamore Academy School Expansion Project IS/MND

EXHIBIT “C”

Consultant Services Agreement between

PlaceWorks, Inc. and the City

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

PLACEWORKS, INC.

a California Corporation

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF WILDOMAR, CALIFORNIA
AND PLACEWORKS, INC

This Agreement for Services ("Agreement") is entered into as of this 14th day of February, 2024 by and between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought from its established on-call CEQA Service Provider, PlaceWorks, Inc., a Scope of Services and Budget to prepare a Mitigated Negative Declaration (MND) for the Sycamore Academy Charter School Expansion Project (PA 24-0003) the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a Scope of Services and Budget 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 the timeframe outlined in the Scope of Services (Exhibit A) or until the IS/MND is adopted by the Planning Commission.

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 ninety six thousand, three hundred sixty dollars ($96,360), 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 in the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed in the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any

charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLMMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

All 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 a concern the result of Service Provider's provision of service and not the means, methods, or scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of

performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider’s performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an

officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider’s conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or

mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 110 Wildomar, CA 92595
To Service Provider:	PlaceWorks, Inc. Attn: Kara L. Kosel, Vice President of Finance 3 MacArthur Place, Suite # 1100 Santa Ana, CA 92707

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. ATTORNEY'S 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).

ATTEST:

Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

CONSULTANT:

Kara L Kosel, Vice President Finance

Brian Judd, CEO

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.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 1, 2024 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

personally appeared Brian Judd,
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.

JENNIFER MARTINEZ
Notary Public - California
Orange County
Commission # 2441478
My Comm. Expires Apr 13, 2027

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 1, 2024 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

personally appeared Kara Kosel,
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.

JENNIFER MARTINEZ
Notary Public - California
Orange County
Commission # 2441478
My Comm. Expires Apr 13, 2027

Signature Jennifer Martinez (Seal)

EXHIBIT "A" - SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

January 30, 2024

Matthew C. Bassi
Community Development Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject: MND Proposal for the Sycamore Academy School Expansion (PA 23-0127)

Dear Mr. Bassi:

Thank you for this opportunity to provide our scope and cost to prepare environmental documentation for the proposed Sycamore Academy School Expansion Project. We have based this scope and cost on an assumption of that the applicant will provide the following technical studies:

- Biological Resources Assessment, Jurisdictional Delineation, and MSHCP Consistency Analysis
- A Phase I Cultural Resources Assessment
- Geotechincal Engineering Report
- Phase I Environmental Assessment
- Preliminary Hydrology & Water Quality Study
- Traffic Impact Analysis

In the interest of accelerating the schedule for the project we are assuming that the above studies will support preparation of an initial study followed by a mitigated negative declaration (IS/MND). However, if the technical studies do not result in less than significant impacts (with or without mitigation measures), then an Environmental Impact Report would be prepared. The IS/MND would be used to scope out issues in the Notice of Preparation for an Environmental Impact Report, if needed. This scope and budget do not account for the preparation of an Environmental Impact Report; the scope and budget would be revised accordingly. Based on our previous work for the project we do not believe that an EIR will be needed.

Project Understanding

The applicant is requesting to develop a 1-story, 17,500-square-foot school expansion on an adjoining parcel, immediately south of the existing school campus, on 23195 Palomar Street in the City of Wildomar. The Assessor's Parcel Number (APN) for the project site is 380-170-021. The proposed expansion would accommodate an additional 236 students to the existing 594 students bringing the total student population to 830 students on both sites. The project site is designated Very Low Density Residential (VLDR) and zoned R-R (Rural Residential).

Scope for CEQA Compliance

TASK 1 – PROJECT INITIATION

Research and Investigation

PlaceWorks will obtain all project data and information to date from federal, state, and local agencies that may be affected by the project to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps, and reference documents. The PlaceWorks team will evaluate the necessary information with respect to the proposed project and identify any data gaps.

PlaceWorks will contact the Tribes on file with the City for compliance with AB 52. The contact will be using letters prepared for the Director's signature on City letterhead. Consultation, if required, is usually conducted by conference call therefore an in-person meeting is not scoped or budgeted. As the project does not require a general plan amendment tribal consultation pursuant SB 18 is not required.

TASK 2 – TECHNICAL STUDY

PlaceWorks will prepare the technical analyses for Air Quality, Greenhouse Gas Emissions, Energy, and Noise, as detailed below.

Task 2.1 Air Quality and Greenhouse Gas Emissions

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions analysis to evaluate potential impacts from construction and operation of the proposed project. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (South Coast AQMD). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the latest California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be incorporated, as needed, to reduce potentially significant impacts of the project.

Construction Phase. PlaceWorks will quantify short-term emissions generated from construction of the proposed project. The construction-phase regional emissions forecast will be based on the construction schedule, including duration for each construction activity type (i.e., demolition, grading, etc.), anticipated equipment for each activity, and estimated demolition volumes and earthwork (if applicable), as provided by the charter school/city. Where information is unavailable, PlaceWorks will use CalEEMod defaults, as appropriate, and work with the charter school/city to develop the construction assumptions. Maximum daily construction emissions will be compared to the South Coast AQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to South Coast AQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the sensitive and non-sensitive uses proximate to the project site. In addition, a summary of the potential health risk impacts associated with project-related construction activities as evaluated in the construction health risk assessment (HRA) (see Task 2.2) will be provided. If necessary, PlaceWorks will identify mitigation measures to reduce potentially significant project-related construction impacts.

Operational Phase. The existing academy generates criteria air pollutants and GHG emissions from mobile source emissions (i.e., vehicle trips), water demand/wastewater generation, solid waste generation (e.g., trash), refrigerants, area source, and energy sources. PlaceWorks will quantify the increase in emissions associated with the proposed project. Modeling will be based on the new school buildings and vehicle miles traveled and/or weekday and weekend daily vehicle trip generation provided by the traffic consultant for the project at buildout. Where information is unavailable, PlaceWorks will use CalEEMod defaults, as appropriate, and work with the charter school to develop reasonable operational assumptions based on our experience with other similar projects. Total emissions from construction activities will be amortized into the GHG emissions inventory. Emissions will be compared to South Coast AQMD's significance thresholds.

Other Air Quality Impacts. The South Coast Air Basin (SoCAB) is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), fine inhalable particulate matter ($PM_{2.5}$), coarse inhalable particulate matter (PM_{10}), and lead (Los Angeles County only). South Coast AQMD has adopted air quality management plans (AQMPs) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to South Coast AQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS; therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. PlaceWorks will also describe potential odor impacts qualitatively.

Project Consistency with Plans Adopted to Reduce GHG Emissions. PlaceWorks will provide a discussion on the GHG reduction goals of Senate Bill 32 (SB 32), Assembly Bill (AB) 1279, and SB 375. To achieve the GHG reduction targets SB 32 and AB 1279, the California Air Resources Board (CARB) adopted the 2022 Scoping Plan Update. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. PlaceWorks will provide a consistency analysis with these statewide, and regional GHG emissions reduction strategies.

Deliverable

- Air Quality and GHG Emissions chapters of the MND
- Modeling data as an Appendix to the MND.

Optional Task 2.2 – Construction Health Risk Assessments

Projects with construction activities proximate to sensitive land uses have the potential to expose sensitive individuals to elevated concentrations of toxic air contaminants, including diesel particulate matter (DPM). The nearest sensitive receptors to the project are 235 feet away (i.e., resident to the northeast), and the project may include a considerable amount on-site earth movement which could potentially generate substantive DPM emissions. PlaceWorks will prepare a construction health risk assessment (HRA) to analyze potential health risk impacts of project-related construction activities to off-site sensitive receptors for the proposed project. Construction-related toxic air contaminants and particulate matter impacts will be evaluated based on the specific construction-related characteristics (e.g., equipment use, construction phasing and duration) of the project and proximity to off-site sensitive receptors. The HRA will evaluate potential health risk and other applicable impacts from construction activities associated with the

proposed project. Air dispersion modeling will be performed using a South Coast AQMD-accepted computer-based model (e.g., AERMOD) to determine ground-level concentrations of hazardous air pollutants at the closest sensitive receptors. Cancer and toxicity data published by the California Environmental Protection Agency will be used to estimate health risks for off-site sensitive receptors. If warranted, either additional or revised mitigation measures will be recommended to reduce fugitive dust and exhaust emissions.

Deliverable(s):

- Draft Construction Health Risk Assessment Technical Report (electronic copy)
- Final Construction Health Risk Assessment Technical Report (electronic copy)

Task 2.3 Energy

PlaceWorks will prepare an energy analysis to identify whether the proposed project would result in wasteful or inefficient use of energy in accordance with Appendix F of the CEQA Guidelines. As part of this analysis PlaceWorks will identify the project's net increase in energy consumption (i.e., natural gas and electricity) based on the CalEEMod outputs conducted for the air quality and GHG analysis. Electricity and natural gas use associated with operation of the proposed residences will be based the size and type of land use(s) proposed and on default CalEEMod energy rates unless project-specific energy consumption demand is available from the City. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program. The results of the energy analysis will be summarized in the MND and modeling included as an appendix.

Deliverable

- Energy section of the MND
- Modeling data as an Appendix to the MND

Task 2.4 Noise

PlaceWorks will review the previously prepared noise analysis for the original Sycamore Academy and determine the extent of revision needed to support the IS/MND. We will also incorporate the latest noise information from the General Plan Update to make the best use of resources. The noise analysis will evaluate both construction and operational noise for the project.

Deliverable

- Noise section of the MND
- Modeling data as an Appendix to the MND

TASK 3 – ADMINISTRATIVE DRAFT IS/MND

PlaceWorks will prepare an Initial Study with the latest CEQA Appendix G checklist that will include a description of the proposed project and detailed analysis of each of the project phases and their respective impacts on the below environmental areas:

Aesthetics	Hazards and Hazardous Materials	Transportation
Agriculture and Forestry Resources	Hydrology/Water Quality	Tribal Cultural Resources
Air Quality	Land Use and Planning	Utilities and Service Systems
Biological Resources	Mineral Resources	Wildfire

Cultural Resources Energy Geology and Soils Greenhouse Gas Emissions	Noise Population and Housing Public Services Recreation	Mandatory Findings of Significance

The IS/MND will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Sections 15063, 15070 and 15072 of the CEQA Guidelines. The IS/MND will identify and discuss the project location, environmental setting, existing uses onsite and in the vicinity, a project description, relevant background/history information, and previous environmental documentation, as applicable.

The IS/MND will be prepared utilizing the City's preferred format. A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/MND will identify and evaluate the following: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. Findings will be clearly substantiated for each checklist question to explain the basis for the assessment of No Impact, Less Than Significant Impact, Less Than Significant with Mitigation Incorporated, or Potentially Significant Impact. The IS/MND will identify mitigation measures, where applicable, to reduce impacts to less than significant, as well as identify conditions that future development applications would have to comply with per the City's direction.

The analysis will be based on available literature, including but not limited to the City's General Plan and Municipal Code; consultation with local public service and utility providers; and technical analyses listed above. PlaceWorks will submit the first screen check draft IS/MND to the City for review and comment. PlaceWorks will respond to the first screen check draft of the City and applicant.

TASK 4 – PUBLIC DRAFT IS/MND

PlaceWorks will revise the screen check draft IS/MND and prepare the Public Review Draft IS/MND and will submit a "proof" draft to the City for approval prior to release for the 30-day public review period. This task includes preparation of the Notice of Availability (NOA) for Public Review. PlaceWorks will prepare and submit the Notice of Completion (NOC) to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, PlaceWorks will draft an Agency Letter, similar in text to the NOA, and email the information to allow agencies to download the project information from the City's website. The state requires that all submittals to the Office of Planning and Research (OPR) to be electronic. PlaceWorks will prepare all submittals for upload to the state site.

TASK 5 – RESPONSE TO COMMENTS, MMRP & NOD

Upon completion of the public review period, PlaceWorks will provide written responses to written comments received on the Draft IS/MND during the public review period. Following City review of the Responses to Comments, PlaceWorks will make final revisions based on one round

of City comments. The estimate of the level of effort in responding to comments is based on a low level of public controversy.

PlaceWorks will respond to one round of comments from the City and will revise the responses prepared as needed. PlaceWorks will make final revisions to the response to comments and IS/MND, as appropriate. PlaceWorks will prepare a "proof" Final IS/MND for approval by the City. The Final IS/MND will include the responses to comments, any text changes to the IS/MND shown in strikeout/underline format, and the Mitigation Monitoring and Reporting Program (MMRP).

Mitigation Monitoring and Reporting Program

A MMRP will be developed by PlaceWorks for all mitigation measures identified because of significant project impacts. The MMRP will include a framework to implement the monitoring program including monitoring qualifications, specific monitoring activities, timing of monitoring activities, and a reporting system. The MMRP will be prepared for inclusion in the staff report as required by the City.

Notice of Determination

PlaceWorks will prepare a Notice of Determination (NOD) for the project, based on the findings of the Initial Study/Mitigated Negative Declaration. PlaceWorks assumes the City will file the NOD with the County Clerk within 5 days of project approval and adoption of the MND. PlaceWorks also assumes the City, or the applicant will be responsible for all filing fees.

TASK 6 – PROJECT MEETINGS AND PUBLIC HEARINGS

Project meetings and hearings include, but are not limited to, the following:

- Conference Call Meeting with City staff to review comments on Administrative Draft Initial Study #1
- Meeting with City staff to responses to comments
- AB 52 Consultation Calls (Typically two Tribes)
- Planning Commission Hearing
- City Council Hearing

Additional meeting attendance by PlaceWorks will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

TASK 7 – PROJECT MANAGEMENT AND COORDINATION

PlaceWorks' project manager will coordinate closely with the City, public agencies, and the project team to ensure that the CEQA documents are legally defensible, accurate, and useful tools for decision makers when considering the approval of the project. The project manager will be the key contact for the City and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local, state, and federal agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team

to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the environmental documents; (4) ensuring that the environmental review process satisfies the statutes and guidelines of CEQA and the City's CEQA procedures; and (5) representing the consultant team in public meetings and project progress meetings if requested by the City.

If the schedule is extended beyond the anticipated schedule for reasons beyond the control of PlaceWorks, additional time for ongoing project management would be incurred, and an adjustment to our cost estimate may be required.

Proposed Schedule

Table 1, *Proposed Schedule,* provides a breakdown of the CEQA schedule. Note that the timeline does not include time for applicant or City review and revision. The CEQA schedule would begin once PlaceWorks receives the notice to proceed.

Table 1. Proposed CEQA Schedule

TASK	APPROX. DURATION WEEKS
Task 1 – Project Initiation & AB 52	3
Task 2 – Technical Study Peer Review	4
Task 3 – Admin Draft IS/MND	6
Task 4 – Public Review Draft & Distribution	6
Task 5 – Response to Comments, MMRP & NOD	4
Task 6 – Project Meetings and Public Hearings	Ongoing
Task 7 – Project Management and Coordination	Ongoing
Approximate Total Time from Authorized Start Date	23 [b]

[a] prepared concurrent with other tasks and does not affect schedule.

[b] does not include review time by City or Applicant

Cost Estimate

The proposed fee assumes the preparation of one Initial Study to support a Mitigated Negative Declaration for the project. PlaceWorks projects a cost to not exceed $96,360 (see Table 2, *Proposed Fee*). As previously mentioned, we are willing to refine our scope of work and associated cost estimates to best meet the City's needs.

Table 2. Proposed Fee

TASK	COST
Task 1 – Project Initiation & AB 52	$1,918
Task 2 - Technical Study Peer Review	$17,563
2.1 Air Quality/Greenhouse Gas Emissions	*$8,231*

Table 2. Proposed Fee

TASK	COST
2.2 Construction Health Risk Assessment (Optional) ($7,457)	---
2.3 Energy	*$1,591*
2.4 Noise	*$7,741*
Task 3 – Admin Draft IS/MND	$40,045
Task 4 – Public Draft IS/MND & Distribution	$7,823
Task 5 – Response to Comments, MMRP & NOD	$13,821
Task 6 - Project Meetings and Public Hearings	$5,202
Task 7 – Project Management & Coordination	$9,588
Subtotal: Labor	**$95,960**
REIMBURSABLES (COPIES & MAILING ONLY)	
Misc. Printing, Postage, and Deliveries	$400
Subtotal: Reimbursables	**$400**
GRAND TOTAL	**$96,360**

Note: Budget does not include filing the NOD or the $2,916.75 fee for filing the NOD (County administration fee $50 + $2,916.75 2024 CDFW fee).

Printing, postage and delivery costs are estimates and will be charged at actual cost.

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.554.

Thank you for the opportunity to propose on this project.

Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Principal

EXHIBIT "B"

COMPENSATION

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

A. Refer to Scope of Services for Budget/Compensation

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount outlined in the Scope of Services for Budget/Compensation.

III. The total compensation for the Services shall not exceed $96,360, 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 policies 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.

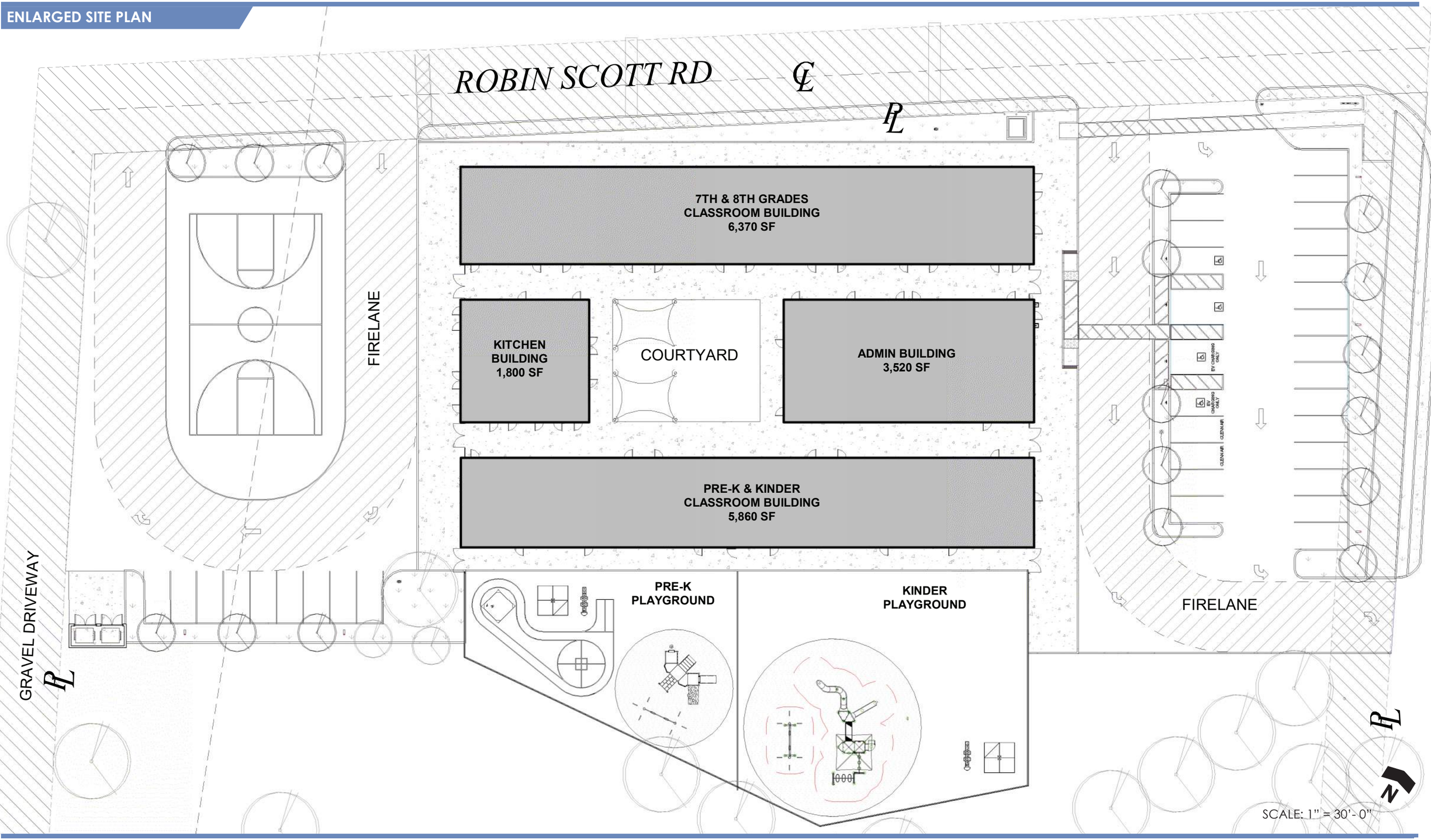
Subcontractors

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.

ENLARGED SITE PLAN



COLORED SITE PLAN



LUNCH SHELTER

ASSUMED SEISMIC SETBACK

ON-SITE F.H., TYP

TRASH ENCLOSURE

EASEMENT

TRANSFORMER

ADA POT FROM PUBLIC ROW

ADA RAMP

DDC

DROP OFF

MAIN ENTRANCE

POTENTIAL STREET WIDENING PER CITY

KINDER ENTRANCE

(E) POWER POLES, TYP

(E) VALVE

(E) BRIDGE

(E) HIGH PRESSURE GAS PIPELINE, FIBER OPTIC CABLE

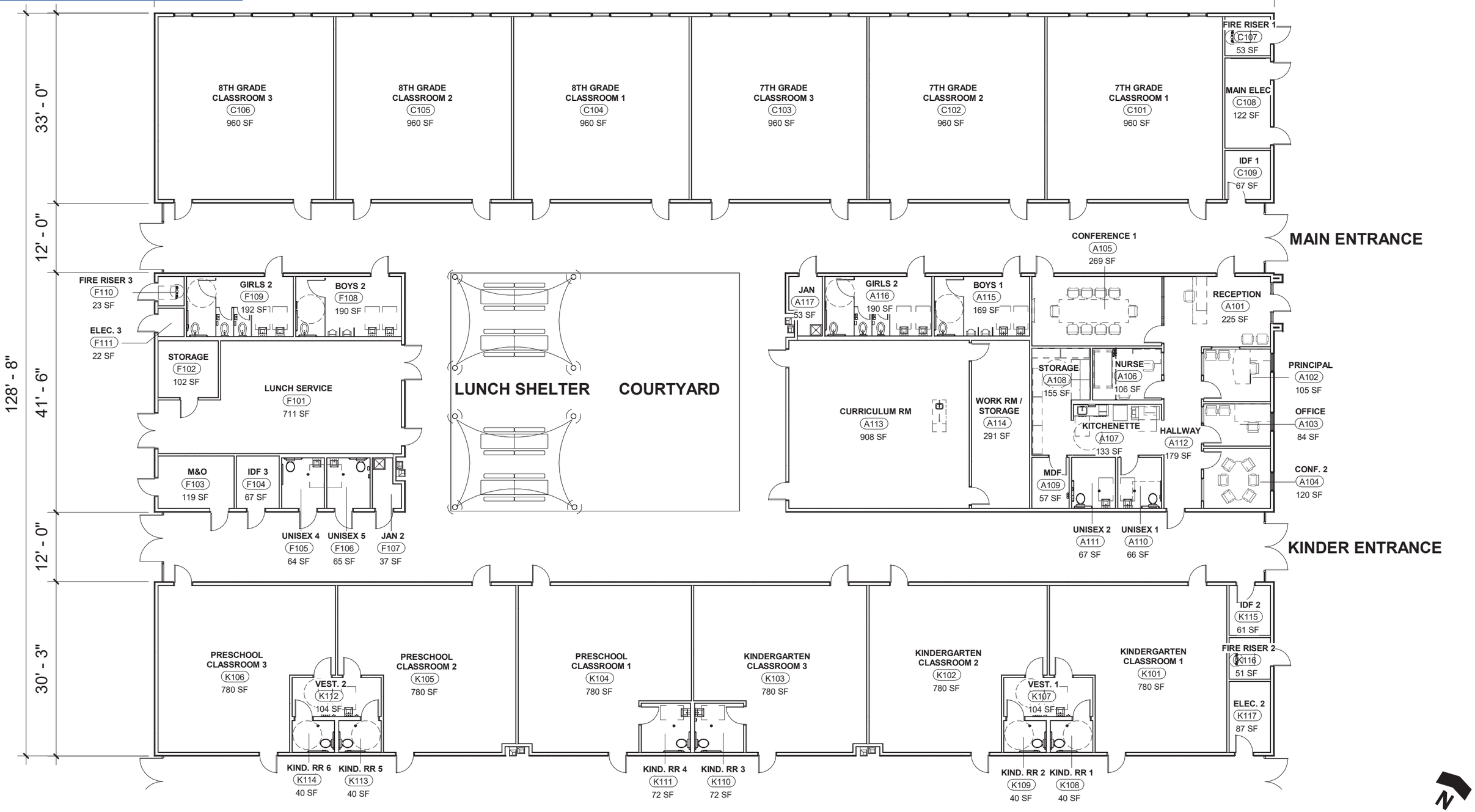
EASEMENT

(E) OAK TREES AND CREEK

N

SCALE: 1" = 50'- 0"

FLOOR PLAN



SCALE: 1/16" = 1'- 0"

BIRD'S EYE VIEW



PERSPECTIVE VIEW

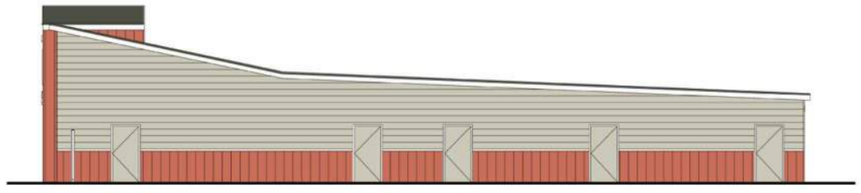


COLOR ELEVATIONS

Administration & Curriculum Building



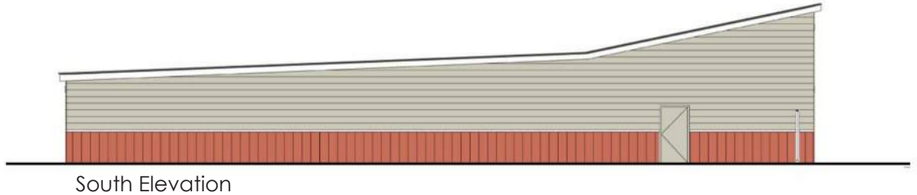
East Elevation



North Elevation



West Elevation



South Elevation

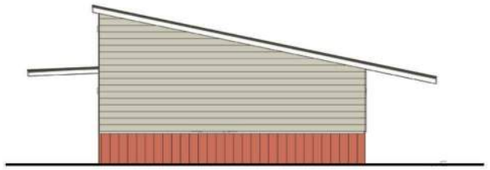
Transitional to Kindergarten Classroom Building



East Elevation



West Elevation



North Elevation



South Elevation

COLOR ELEVATIONS

Food Service Building



East Elevation



North Elevation



West Elevation



South Elevation

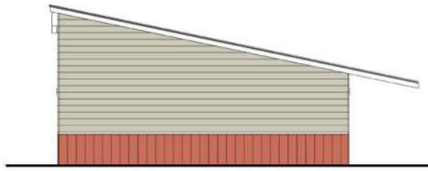
Middle School Classroom Building



East Elevation



North Elevation



West Elevation



South Elevation

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: February 14, 2024

SUBJECT: Clinton Keith Road Widening Project (CIP 025) - Right-of-Way Acquisition

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

ACTION:
Adopt a resolution entitled:

RESOLUTION 2024 - ___

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 CLINTON KEITH ROAD WIDENING PROJECT (CIP 025)

SUMMARY:
The Clinton Keith Road Widening Project (CIP 025) from the I-15 to the east City Limits requires right-of-way acquisition from adjacent property owners. City Council action is required to authorize the City Manager to execute the various right-of-way agreements and documents.

BACKGROUND:
The five-year Capital Improvement Program includes the improvement of Clinton Keith Road from the I-15/Arya Road to the easterly City limits (Project). The Project will provide widening to accommodate three travel lanes and a bike lane in each direction as well as a striped center median (raised at some locations). Rehabilitation of existing pavement will also be included. The City has received additional construction funding required for the project through a grant from the Riverside County Transportation Commission (RCTC). Therefore, staff is moving forward with the necessary pre-construction project activities including acquisition of right-of-way necessary for construction. Right-of-way acquisition needed includes permanent street/slope easements as well as temporary construction easements or right-of-entries.

DISCUSSION:
Completion of the Project construction will require the partial acquisition of thirteen (13)

parcels from thirteen owners as shown in Attachment A and Attachment B. In addition, seventeen (16) Temporary Construction Easements (TCE's) will also be required. Property appraisals have been completed and negotiations with the various property owners are being initiated. Coordination with several pending developments that are required to dedicate right of way have also been initiated. At completion of negotiations, formal acquisition agreements and property transfer documents between the property owners and the City will need to be executed. The attached resolution will authorize the City Manager to execute these documents.

City staff recommends that a 20% contingency, on the total right-of-way acquisition Just Compensation amount, be approved to allow negotiation flexibility with the owners.

FISCAL IMPACT:
The project has been approved by the City Council as part of the FY 23/24 and FY 24/25 Capital Improvement Program budget. Funding for the right-of-away acquisition will come from Transportation Uniform Mitigation Fees (TUMF) and Development Impact Fees (DIF). There are adequate funds in the existing project budget to cover the right-of-way acquisition and so no additional budget adjustments are needed at this time.

ACCOUNT CODE:
Fund No. 503-913-0001-52115 (TUMF)
Fund No. 440-913-0001-52115 (DIF)

ATTACHMENTS:
Resolution
A - Right-of-Way Map
B - Property Acquistion Parcel Summary

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR ACQUISITION OF REAL PROPERTY REQUIRED FOR THE CLINTON KEITH WIDENING PROJECT (CIP 025)

WHEREAS, on September 13, 2023 the City Council authorized the Public Works Director to execute an task order with Interwest Consulting Group ("Consultant") for right of way acquisition services related to the Clinton Keith Widening Project (CIP 025) ("Project"), and;

WHEREAS, the Project will improve Clinton Keith Road from the I-15 Freeway to the east City limits; and

WHEREAS, the design for the Project identified seventeen parcels which are necessary to acquire in part, via either acquisition of fee title or an easement, as well as various Temporary Construction Easements (TCE's) necessary for project construction ("Project Properties"); and

WHEREAS, the Consultant is actively engaged in performing the acquisitions required to move the Project forward; and

WHEREAS, prior to acquisition, each parcel or interest to be acquired is appraised so that the City can offer a purchase price consistent with the law regarding expenditures of public funds; and

WHEREAS, after appraisal the City makes an offer to the owner of the parcel or interest and if agreement is reached on price, then it is usually the case that the parties want to expeditiously proceed to the execution of a formal agreement documenting the transaction; and

WHEREAS, it is within the authority of the City Council to delegate to the City Manager the authority to execute purchase and sale agreements and TCE's for real property interests required for the Project; and

WHEREAS, by defining the scope of the City Manager's authority in executing purchase and sale agreements and TCE's, the City Council will retain ultimate control over the acquisition process.

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

1. The City Council delegates to the City Manager the authority to execute purchase and sale agreements for fee title, temporary easements, and permanent easements required for the Project ("Purchase Agreement"). This delegation of authority shall allow the City Manager to negotiate terms for each purchase and sale, including price in accordance with the direction provided by the City Council. The City Manager shall have the authority to execute a Purchase Agreement, provided the total aggregate amount of all Purchase Agreements entered into by the City does not exceed 120% of the aggregate appraised value of the Project Properties. The City Manager shall not execute any Purchase Agreement that results in the total aggregate amount of all Purchase Agreements entered into by the City to exceed 120% of the aggregate appraised value of the Project Properties, without obtaining authority from the City Council.

2. The City Manager may, subsequent to execution of a Purchase Agreement, take any and all actions necessary to complete the purchase of the Project Property including, but not limited to, execution of escrow documents, execution of certificates of acceptance, and recordation of documents.

3. The City Council finds that this delegation of authority is in the best interests of the City and the Project because it will allow acquisitions to be timely processed while still allowing the City Council to retain final approval over exceptional cases.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

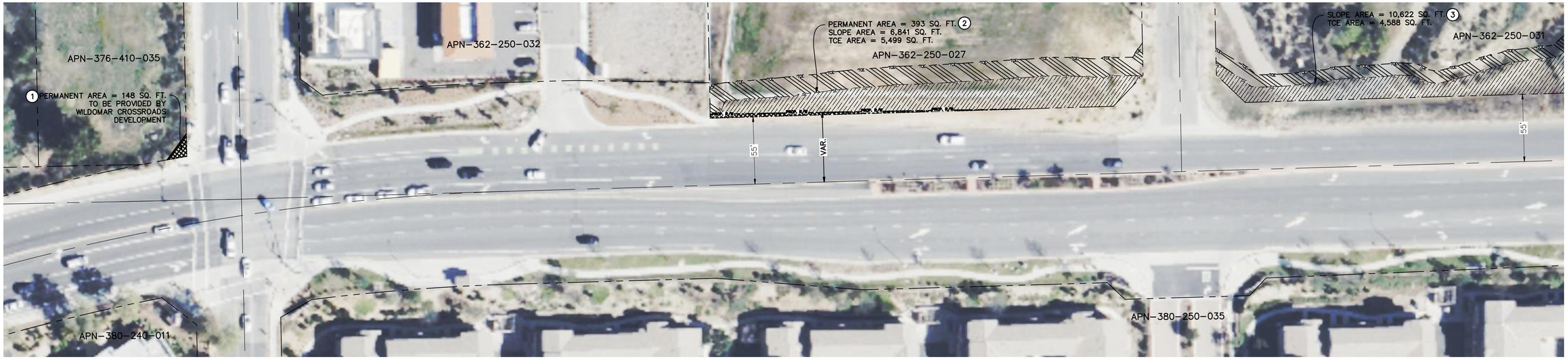
_____
Thomas D. Jex
City Attorney

ATTEST:

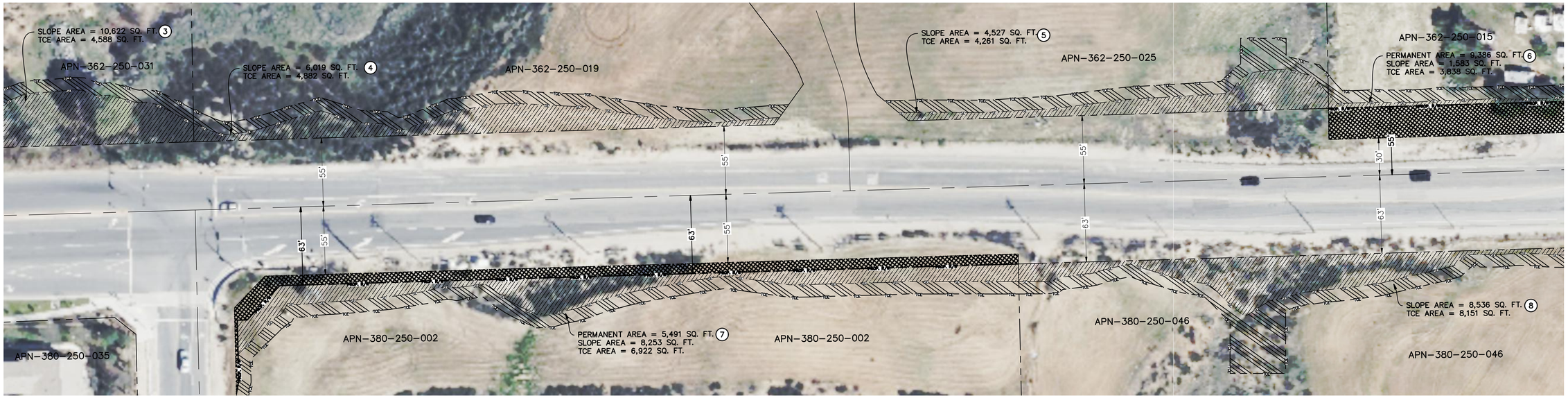
_____
Janet Morales
City Clerk

WILDOMAR TRAIL

IODINE SPRINGS RD



CLINTON KEITH ROAD



INLAND VALLEY DR

CLINTON KEITH ROAD

LEGEND:

- PERMANENT EASEMENT — PROP. R/W —
- SLOPE EASEMENT — SE —
- TEMPORARY CONSTRUCTION EASEMENT

RIGHT–OF–WAY ACQUISITION TABLE

◯	APN NUMBER	ADDRESS	PERMANENT AREA SQ. FT.	SLOPE AREA SQ. FT.	TCE AREA SQ. FT.	NOTES
1	376–410–035	VACANT LOT	148	0	0	R/W TO BE PROVIDED BY WILDOMAR CROSSINGS DEVELOPER
2	362–250–027	VACANT LOT	393	6841	5499	
3	362–250–031	VACANT LOT	0	10622	4588	
4	362–250–019	VACANT LOT	0	6019	4882	
5	362–250–025	VACANT LOT	0	4527	4261	
6	362–250–015	24500 CATT RD, WILDOMAR CA 92595	9386	1583	3838	
7	380–250–002	VACANT LOT	5491	8253	6922	
8	380–250–046	VACANT LOT	0	8536	8151	R/W TO BE PROVIDED BY GROVE PARK DEVELOPER

N

SCALE: 1" = 40'

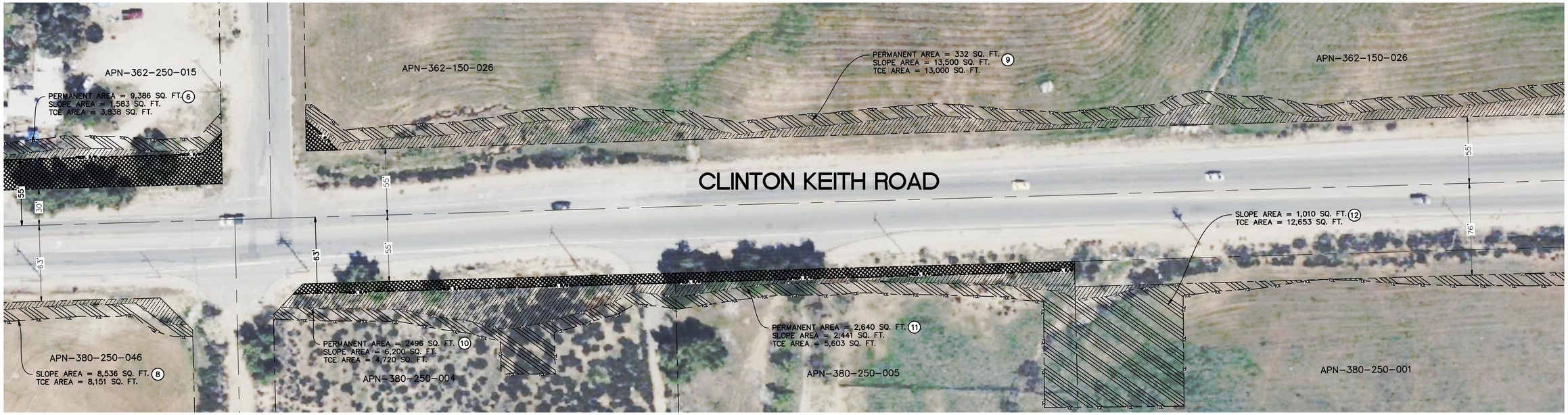
TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680–0440
FAX: (951) 680–0490

CITY OF WILDOMAR

CLINTON KEITH ROAD
RIGHT–OF–WAY MAP
SHEET 01 OF 03

S:\CADD\151–10 Clinton Keith Widening Project\Plan Set\RW\151–10_ROW–Aerial.dwg

SALIDA DEL SOL



YAMAS DR



ELIZABETH LN

JANA LN

LEGEND:

- PERMANENT EASEMENT — PE R/W —
- SLOPE EASEMENT — SE —
- TEMPORARY CONSTRUCTION EASEMENT

RIGHT-OF-WAY ACQUISITION TABLE

◯	APN NUMBER	ADDRESS	PERMANENT AREA SQ. FT.	SLOPE AREA SQ. FT.	TCE AREA SQ. FT.	NOTES
6	362-250-015	24500 CATT RD, WILDOMAR CA 92595	9386	1583	3838	
8	380-250-046	VACANT LOT	0	8536	8151	R/W TO BE PROVIDED BY GROVE PARK DEVELOPER
9	362-150-026	VACANT LOT	332	13500	13000	
10	380-250-004	VACANT LOT	2496	6200	4720	
11	380-250-005	VACANT LOT	2640	2441	5603	
12	380-250-001	VACANT LOT	0	1010	12653	R/W TO BE PROVIDED BY WILDOMAR COMMERCE CENTER DEVELOPER
13	380-290-002	VACANT LOT	114	1279	1633	R/W TO BE PROVIDED BY BEYOND GAS DEVELOPER
14	380-290-008	36030 JANA LN, WILDOMAR CA 92595	0	0	3904	

N

SCALE: 1" = 40'

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX: (951) 680-0490

CITY OF WILDOMAR

CLINTON KEITH ROAD
RIGHT-OF-WAY MAP
SHEET 02 OF 03

S:\CADD\151-10 Clinton Keith Widening Project\Plan Set\RW\151-10_ROW-Aerial.dwg

COVINGTON DR

CARRINGTON ST



HOOFPRINT DR

CLINTON KEITH ROAD

CARRINGTON ST



CLINTON KEITH ROAD

LEGEND:

PERMANENT EASEMENT — PE R/W —

SLOPE EASEMENT — SE —

TEMPORARY CONSTRUCTION EASEMENT

RIGHT-OF-WAY ACQUISITION TABLE

◯	APN NUMBER	ADDRESS	PERMANENT AREA SQ. FT.	SLOPE AREA SQ. FT.	TCE AREA SQ. FT.	NOTES
15	380-300-008	25041 CLINTON KEITH RD, WILDOMAR, CA 92595	0	0	11126	
16	362-620-022	VACANT LOT	0	0	4547	
17	362-180-043	VACANT LOT	0	0	3349	

N

SCALE: 1" = 40'

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX: (951) 680-0490

CITY OF WILDOMAR

CLINTON KEITH ROAD
RIGHT-OF-WAY MAP
SHEET 03 OF 03

S:\CADD\151-10 Clinton Keith Widening Project\Plan Set\RW\151-10_ROW-Aerial.dwg

Clinton Keith Road Widening Project - Right-of-Way Acquisition Summary

Parcel ID Number	APN	Property Owner	Property Address/ Location	Right of Way Acquisition Type	Acquisition Areas (S.F)		
					PE (Road/Sidewalk)	PE (Other)	TCE
1	376-410-021	Damas Clinton Keith LLC	24850/23980 Catt Road	Road Easement	148		
2	362-250-027	Malak Hanna and Amira Girgis	NW corner of Iodine Springs/Clinton Keith Rd	Road Easement, Slope Easement, TCE	393	6,841	5,499
3	362-250-031	Angel Realty Investments, LLC	35980 Iodine Springs Road	Slope Easement, TCE		10,622	4,588
4	362-250-019	Robert C. Benecke and Sheila Benecke	North side of Clinton Keith at Inland Valley Drive	Slope Easement, TCE		6,019	4,882
5	362-250-025	Malak Ghobrial Hanna and Joseph Zakhary	North side of Clinton Keith at Inland Valley Drive	Slope Easement, TCE		4,527	4,261
6	362-250-015	Michael A. Kaner and Jamie P. Kaner	24500 Catt Road	Road Easement, Slope Easement, TCE	9,386	1,583	3,838
7	380-250-002	Johnson Family Trust	SW corner of Clinton Keith/Inland Valley	Road Easement, Slope Easement, TCE	5,491	8,253	6,922
8	380-250-046	Keith Strata	S side of Clinton Keith at Salida Del Sol	Slope Easement, TCE		8,536	8,151
9	362-150-026	Mt. San Jacinto Community College District	NE Corner of Clinton Keith/ Salida Del Sol	Road Easement, Slope Easement, TCE	332	13,500	13,000
10	380-250-004	SPSSM Investments-LX, LP	24671 Clinton Keith Road	Road Easement, Slope Easement, TCE	2,496	6,200	4,720
11	380-250-005	Max and Jocelyn Lin	24675 Clinton Keith Road	Road Easement, Slope Easement, TCE	2,640	2,441	5,603
12	380-520-001	White Sable LLC; Wildomar One LLC	SW corner of Clinton Keith/Elizabeth	Slope Easement, TCE		1,010	12,653
13	380-290-002	Jay Hariz	24831 Clinton Keith Road.	Road Easement, Slope Easement, TCE	114	1,279	1,633
14	380-290-008	Joseph Kasiri Trust	36030 Jana Lane	TCE			3,904
15	380-300-008	Kenneth and Barbara Thomas	25041 Clinton Keith Road	TCE			11,126
16	362-620-022	Oakmont II Community Association	N side of Clinton Keith, E of Carrrington Street.	TCE			4,547
17	362-180-043	Western Riverside RCA	N side of Clinton Keith, btwn Carrington St. and Copper Craft Dr.	TCE			3,349

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: February 14, 2024

SUBJECT: 2nd Amendment to the Professional Services Agreement with PlaceWorks, Inc. for the General Plan Update Project

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
1. Authorize the City Manager to execute the second amendment to the Professional Services Agreement between the City of Wildomar and PlaceWorks, Inc. for General Plan Update to extend the agreement to February 22, 2026 (Attachment A); and

2. Appropriate an additional $95,000 to revenue account 280-3540 and approve a supplemental appropriation of $95,000 to account 280-430-4320-52115 to support the revised scope of work and assignments provided in Attachment A, Exhibit 1.

BACKGROUND:
On February 9, 2022, the City Council approved a Professional Services Agreement (PSA) with PlaceWorks, Inc. to prepare the General Plan Update project (Envision Wildomar 2040). Council also allocated $1,382,960.00 in funds to prepare the General Plan Update (GPU). The Council on March 8, 2023 approved the first amendment to GP update agreement to accommodate a reallocation of services/task assignments and an increase in the adopted GPU budget. At this time, staff is requesting approval of a 2nd amendment to the approved/adopted scope of services and budget to accommodate a reallocation of services/task assignments to allow for extra Planning Commission and City council study sessions not originally planned. The current agreement allows for amendments provided it is approved by City Council.

DISCUSSION:
The request to reallocate task assignments is a result of the additional work asked of staff during the past year. More specifically, additional tasks assignments are being requested by city staff in order to include additional study session meetings with the Planning Commission and City Council to discuss the proposed GP goals and policies, development code update

and certain use restrictions in our commercial areas and corridors. As we are nearing completion of the General Plan document and EIR, it is necessary to make these final task changes.

With that said, staff recommends the addition of $95,000 to be reallocated to the General Plan fund account of these funds for the revied tasks and new tasks. This reallocation will be covered by existing grant money from the state Department of Housing and Community Development (HCD) SB 2 and LEAP grants. Thus, no fiscal impact to the general fund. The revised scope is summarized below:
Additional Project Management funds for schedule extension (Task 1.1). The original budget assumed a project schedule of 24 months.
There is about $20,000 remaining in that task as of January 2024. To cover GP and Development Code update work through the adoption hearings in Summer and Fall of 2024, an additional $20,000 is needed for this task.

- *Replenish Workshop Task (Task 2.2).* We drew on our remaining Workshop budget to fund the two Planning Commission meetings on the Land Use Plan, which were not originally scoped or budgeted for in our contract. We'd like to replenish that task (2.2) by approximately $20,000 to cover the goals and policy study session being held in February and one remaining round of public workshops on the draft GP.
- *Additional Study Sessions and Hearings requested by the City (Task 8.2)* . The original scope and budget did not include study sessions or interim meetings with the Planning Commission or City Council, aside from the final adoption hearings. The Commission and Council meetings held last year on the proposed Land Use Plan averaged about $13k per meeting, which included preparation of the staff report and accompanying agenda package. Staff has now asked for three (3) additional study sessions (2 on general plan and 1 on development code) and separate public hearings for the adoption of the new Development Code (including the second reading) rather than one large combined public hearing which was not budgeted for. With the cost for preparation of the staff report and accompanying agenda package for each study session, we estimate an additional $50,000 for this revised task.
- *Replenish Reimbursables.* We recently exhausted our reimbursables budget due to the extra meeting and preparation and would like to replenish that budget with $5,000 to cover filing fees, future travel costs and reproduction expenses related to the revised scope of work.
- *Extension of the Agreement.* The current agreement terminates on February 9, 2022. Based on additional tasks required by the City over the first two years of the General Plan Update, it is necessary to extend the term of the Agreement. Staff is recommending an extension of the Agreement to February 9, 2026 since PlaceWorks has adequately met the roles and responsibilities outlined in the original agreement.

FISCAL IMPACT:
The additional budget allocation of $95,000 to support the revised scope of work and extra

PC/CC study sessions will be added to the adopted/allocated General Plan Update budget of $1,441,590.00 bringing the total allocation to $1,536,590.00. The additional $95,000 in expenses will be offset by the $95,000 in revenue being received from the state Department of Housing and Community Development (HCD) as part of the City's SB 2 and LEAP grant reimbursements. The additional allocation will be paid from Account #280-430-4320-52115 in accordance with the original City Council action on February 9, 2022.

ATTACHMENTS:

Attach A-Ex1 - Amendment #2 GPU

ATTACHMENT A

Amendment No. 2 to Wildomar/PlaceWorks
Professional Services Agreement
for the General Plan Update Project

SECOND AMENDMENT

PROFESSIONAL SERVICES AGREEMENT FOR THE GENERAL PLAN UPDATE PROJECT

By and Between

THE CITY OF WILDOMAR

a municipal corporation

and

PLACEWORKS, INC.

a California corporation

Dated: February 14, 2024

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR THE GENERAL PLAN UPDATE PROJECT

This Second Amendment to Professional Services Agreement for the General Plan Update Project ("Second Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Service Provider") as follows:

RECITALS

A. City and Service Provider first entered into an agreement on February 9, 2022 ("Agreement"). The Agreement outlines that the Service Provider will prepare the City's General Plan Update, accompanying EIR Documentation, and Development Code Update for the City.

B. City and Service Provider entered into an amendment (#1) to the original agreement on March 8, 2023 ("Amendment #1). Amendment #1 outlines various revisions to the scope of work and budget for the City's General Plan Update, accompanying EIR Documentation, and Development Code Update for the City.

C. Section 1 of the Agreement provides for the Terms of the Agreement for the performance of the services.

D. Section 2 of the Agreement provides for the Scope of Services and Schedule of Performance for the services.

E. Section 4 of the Agreement provides for the Compensation and Method of Payment for the performance of the services.

F. This Second Amendment amends Section 1, Section 2 and Section 4 to prepare the General Plan Update Project for the City.

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. **AMENDMENT**. The Agreement is hereby modified and amended as follows:

   1.1 Term of Agreement. The original Professional Services Agreement is hereby amended to extend the term of this Agreement for an additional 24 months to February 9, 2026. The City reserves the right to extend the contract for an additional one (1) year beyond February 9, 2026 provided the Service Provider

has adequately met the roles and responsibilities to the City described particularly in Section 2 of this Agreement.

1.2 "Scope of Services. The original Professional Services Agreement is hereby amended to reallocate certain general plan update tasks and assignments as provided for in Exhibit 1 attached hereto.

1.3 Compensation and Method of Payment. Section 4 of the Agreement is hereby amended to allocate an additional $95,000.00 to cover the updated scope of services/tasks (as shown in Exhibit 1) bringing the total allocation for the General Plan Update to $1,536,590.00.

2. **GENERAL PROVISIONS**.

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This Second Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

2.3 **Effective Date**. This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

2.5 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

CITY OF WILDOMAR

_____
Daniel A. York, City Manager

ATTEST:

Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

CONSULTANT:

Kara L Kosel, Vice President Finance

Brian Judd, CEO

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.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 1, 2024 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

personally appeared Brian Judd,
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.

JENNIFER MARTINEZ
Notary Public - California
Orange County
Commission # 2441478
My Comm. Expires Apr 13, 2027

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 1, 2024 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

personally appeared Kara Kosel,
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.

JENNIFER MARTINEZ
Notary Public - California
Orange County
Commission # 2441478
My Comm. Expires Apr 13, 2027

Signature Jennifer Martinez (Seal)

Exhibit 1

January 31, 2024

Matthew Bassi
Community Development Director
City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: Proposal for Additional Services related to General Plan Update

Dear Matthew:

Thank you for asking PlaceWorks to provide additional services to facilitate the update of the City's General Plan and Development Code. This letter proposal provides our understanding of the additional work based on our discussions with City staff and a proposed scope of work and fee estimate.

Understanding of the Project

We understand that the City of Wildomar wishes to accommodate a more robust program of meetings and hearings with the Planning Commission and City Council in order to ensure the General Plan and Development Code updates integrate the feedback of City leadership and pursue a more thorough public review process on the path towards adoption. As such, the services and associated costs outlined in this proposal are estimated to cover additional study sessions and hearings with the Planning Commission and City Council, and to accommodate the project management and expense costs associated with an extended project timeline.

Scope of Work

The additional services outlined in this letter proposal consists of:

AUGMENT TO TASK 1.1 – COMMUNICATIONS AND COORDINATION

The original budget for the General Plan Update project assumed a project schedule of 18 months, terminating in July 2023. The project is now expected to terminate in October 2024. To cover project management costs for the added duration of the project – including ongoing bi-weekly management calls, coordination with City staff and project team members, and producing monthly progress reports – we estimate that approximately $20,000 in additional budget will be required.

AUGMENT TO TASK 2.2 – CITYWIDE WORKSHOPS

Because portions of the project's budget for Citywide Workshops was used to fund preparation of materials for and attendance at Planning Commission meetings on the Land Use Plan in April and May of 2023, additional budget of approximately $10,000 is requested to cover the 3rd Public Workshop held on January 23, 2024.

AUGMENT TO TASK 8.2 – ADOPTION HEARINGS

The original budget for the General Plan Update assumed consultant team participation in two adoption hearings for the project. The City and project team have outlined a more robust program of meetings and hearings with the Planning Commission and City Council as part of the adoption process. This includes four study sessions and two distinct adoption hearings for the Development Code. To assist with the

preparation of staff reports and agenda materials in advance of these six meetings and attend each meeting, we estimate that approximately $60,000 in additional budget will be required.

AUGMENT TO TASK X – REIMBURSABLE EXPENSES

Due to extensions to the project timeline and the addition of several public meetings, additional funds in the amount of $5,000 are requested to cover expenses associated with additional travel and reproduction costs.

Cost Estimate

Table 1 presents the proposed budget for accommodating additional Planning Commission and City Council study sessions and hearings, and extending the project schedule to October 2024. The proposed budget includes time and materials for PlaceWorks. Table 2 presents PlaceWorks' standard fee schedule for 2024.

Table 1. Cost Estimate

TASK	COST
Augment to Task 1.1 Communications and Coordination	$20,054
Augment to Task 2.2 Citywide Workshops	$9,792
Augment to Task 8.2 Adoption Hearings	$59,976
Augment to Task X. Reimbursable Expenses	$5,178
GRAND TOTAL	**$95,000**

Table 2. 2024 Standard Fee Schedule

PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$335
Associate Principal	$195–$275
Senior Associate II	$170–$260
Senior Associate I	$160–$220
Associate II	$135–$190
Associate I	$125–$175
Project Planner	$105–$165
Planner	$90–$145
Graphics Specialist	$90–$155
Administrator	$145–$235
Clerical/Word Processing/Technical Editor	$45–$155
Intern	$80–$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.
Possible yearly increase of 5% on bill rates.

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind the project team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. If you have any questions regarding the contents of this proposal, please feel free to contact me.

Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Managing Principal, Environmental Services

COST PROPOSAL
January 31, 2024

General Plan Staff | EIR Staff

PLACEWORKS | SUBCONSULTANTS

		Mark Teague	Jonathon Nettler	Cory Winter	Steve Gunnells	Karen Gully	Alan Loomis	Isby Fleischmann	Lynnette Guzman	Nicole Vermilion	Jasmine Osman	John Vang	Alen Estrada-Rodas	Emma Haines	Vivian Kha	Steve Bush	Emily Parks	Josh Carman	Alejandro Garcia	Dina El Chammas Gass	Mike Watson	GIS/ Graphics	TECH. EDITOR	WP/ CLERICAL	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Chen Ryan	Ecorp	10% Subconsultant Markup	Subconsultant Total	Total Task Budget
	Hourly Rate:	PIC $240	GP PM $220	Asst. PM $140	Economist $220	Outreach $240	Land Use $240	Parks $195	Outreach $140	EIR PM $235	Asst. PM $135	AQ $205	Assc. Planner $145	Planner $120	Planner $115	Health Risk $185	AQ/GHG $140	Noise Lead $225	Noise $155	Hydro & Water Q. $175	Geo $150	$175	$130	$100								
TASK 1. Project Initiation and Administration																																
1.	Communications and Coordination	104	285	60						72	60											40			621	$2,562	$130,642	27,460	0	$2,746	$30,206	$160,848
2.	Kick-Off Meeting and Tour	16	16				16				16														64	$267	$13,627	0	0	$0	$0	$13,627
3	Data Review and GIS Mapping	4	4	16					8		8														40	$126	$6,406	0	0	$0	$0	$6,406
	Task 1. Subtotal	**124**	**305**	**76**	**0**	**0**	**16**	**0**	**8**	**72**	**84**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**725**	**$2,955**	**$150,675**	**$27,460**	**$0**	**$2,746**	**$30,206**	**$180,881**
TASK 2. Public Outreach Strategy																																
1	Public Engagement Plan	2				8			12																22	$82	$4,162	4,758	0	$476	$5,234	$9,396
2	Citywide Workshops	25	90		16	34	24		240													24			453	$1,621	$82,661	0	0	$0	$0	$82,661
3	Pop-Up Events	4	18					40	30													12			104	$380	$19,400	0	0	$0	$0	$19,400
4	Stakeholder Interviews or Roundtables	4	16				16	16																	52	$229	$11,669	0	0	$0	$0	$11,669
5	General Plan Technical Advisory Group 5 meetings	24	68	26	8	12	12	8	12													8			178	$730	$37,250	3,818	0	$382	$4,200	$41,450
6	Project Branding, Collateral Materials	1	24	40		16			100																181	$579	$29,539	0	0	$0	$0	$29,539
7	Project Website	1	32			8			80																121	$408	$20,808	0	0	$0	$0	$20,808
	Task 2. Subtotal	**61**	**248**	**66**	**24**	**78**	**52**	**64**	**474**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**0**	**0**	**1111**	**$4,029**	**$205,489**	**$8,576**	**$0**	**$858**	**$9,434**	**$214,923**
TASK 3. Establishing the Framework																																
1	Land Use Planning	16	16	16		16	16																		80	$346	$17,626	0	0	$0	$0	$17,626
2	Existing Conditions	4	16							16	32	16	8		6	4	4	4	4	4	4			24	146	$484	$24,694	9,205	50,000	$5,226	$64,431	$89,125
3	Buildout Scenarios	24	24	40	16	16	8	8																	136	$550	$28,030	0	0	$0	$0	$28,030
4	Market Analysis for Existing Conditions	4	8	51	60		8															4	7	8	150	$548	$27,938	0	0	$0	$0	$27,938
5	Format of the General Plan	4	16	8																		16	12	12	68	$223	$11,383	0	0	$0	$0	$11,383
6	Review of Existing Goals and Policies	8	10	4		8	8																		38	$170	$8,690	0	0	$0	$0	$8,690
	Task 3. Subtotal	**60**	**90**	**119**	**76**	**40**	**40**	**8**	**0**	**16**	**32**	**16**	**8**	**0**	**6**	**4**	**4**	**4**	**4**	**4**	**4**	**20**	**19**	**44**	**618**	**$2,321**	**$118,361**	**$9,205**	**$50,000**	**$5,226**	**$64,431**	**$182,792**
Task 4. Developing the General Plan																																
1	Introduction	4	12				4															6	8	4	38	$141	$7,191	0	0	$0	$0	$7,191
2	Land Use and Design Element	24	48	24		24	16															24	12	12	184	$725	$36,965	0	0	$0	$0	$36,965
3	Circulation and Mobility Element	8		8			4															8	12	8	48	$155	$7,915	44,435	0	$753	$45,188	$53,103
4	Recreation and Community Services Element		4	8			8	24														4	4	8	60	$212	$10,832	0	0	$0	$0	$10,832
5	Open Space and Conservation Element			8				24														4	4	8	48	$156	$7,976	0	0	$0	$0	$7,976
6	Noise Element	4																40	24			8	4	8	88	$328	$16,728	0	0	$0	$0	$16,728
7	Housing and Safety Element																							12	12	$24	$1,224	0	0	$0	$0	$1,224
8	Economic Development	8		60	40																	4	8	16	136	$449	$22,909	0	0	$0	$0	$22,909
9	Climate Action Plan	8								60		55							100			24	24	16	287	$1,034	$52,749	0	0	$0	$0	$52,749
10	Environmental Justice Element (Optional)	*See Below*																							0	$0	$0	0	0	$0	$0	$0
11	Healthy Communities Element (Optional	*See Below*																							0	$0	$0	0	0	$0	$0	$0
	Task 4. Subtotal	**56**	**64**	**108**	**40**	**24**	**32**	**48**	**0**	**60**	**0**	**55**	**0**	**0**	**0**	**0**	**0**	**40**	**124**	**0**	**0**	**82**	**76**	**92**	**901**	**$3,224**	**$164,489**	**$44,435**	**$0**	**$753**	**$45,188**	**$209,677**
Task 5. Administrative Draft General Plan																																
1	First Administrative Draft	32	52	52	8	16	24	16	12													16	40		268	$1,011	$51,571	0	0	$0	$0	$51,571
2	Second Administrative Draft	16	28	36		8	12	4	9													8	16		137	$507	$25,867	0	0	$0	$0	$25,867
3	Screencheck Draft General Plan	8	12	18		8	8	4	4													8	12	24	106	$352	$17,972	0	0	$0	$0	$17,972
	Task 5. Subtotal	**56**	**92**	**106**	**8**	**32**	**44**	**24**	**25**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**68**	**24**	**511**	**$1,870**	**$95,410**	**$0**	**$0**	**$0**	**$0**	**$95,410**
Task 6. Revised Zoning Code & Map																																
1	Review of Existing Code	16	24				16																		56	$259	$13,219	0	0	$0	$0	$13,219
2	Enhance & Correct Memo	4	16					60																12	92	$348	$17,728	0	0	$0	$0	$17,728
3	Revised Text	24	40				40	120														40		60	324	$1,211	$61,771	0	0	$0	$0	$61,771
4	Revised Map	16	16	24				14														30			100	$374	$19,074	0	0	$0	$0	$19,074
5	Adoption Text	12	40				24	60														24		40	200	$747	$38,087	0	0	$0	$0	$38,087
6	Adoption Map	4	5	24				16														6			55	$192	$9,782	0	0	$0	$0	$9,782
	Task 6. Subtotal	**76**	**141**	**48**	**0**	**0**	**80**	**270**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100**	**0**	**112**	**827**	**$3,131**	**$159,661**	**$0**	**$0**	**$0**	**$0**	**$159,661**
Task 7. Environmental Impact Report																																
1	Notice of Preparation and Scoping Meeting									4	8				12							8	4	8	44	$122	$6,242	$ -	$ -	$0	$0	$6,242
2	Technical Analysis	0	0	0	0	0	0	0	0	20	0	27	0	0	0	0	94	26	61	0	0	20	0	0	248	$844	$43,044	$ 76,630	$ 39,000	$ 10,085	$ 125,715	$168,759
	Air Quality & GHG & Energy									*4*		*27*					*94*								*125*	*$393*	*$20,028*	$ -	$ -	*$0*	*$0*	*$20,028*
	Noise and Vibration																	*26*	*61*			*20*			*107*	*$376*	*$19,181*	$ -	$ -	*$0*	*$0*	*$19,181*
	Biological Resources									*8*															*8*	*$38*	*$1,918*	$ -	*$ 39,000*	*$3,900*	*$42,900*	*$44,818*
	Cultural Resources									*8*															*8*	*$38*	*$1,918*	$ -	$ -	*$0*	*$0*	*$1,918*
	Transportation Impact Analysis																								*0*	*$0*	*$0*	*$ 76,630*	$ -	*$6,185*	*$82,815*	*$82,815*
3	First Administrative Draft EIR	36	0	0	0	0	0	0	0	35	68	14	40	90	124	16	56	12	16	30	36	14	8	40	635	$1,878	$95,773	$ -	$ 23,000	$2,300	$25,300	$121,073
4	Second Administrative Draft EIR	6								40	24			24	24							12	16	16	162	$510	$26,010	$ -	$ -	$0	$0	$26,010
5	Public Review Draft EIR	2								16	16			24	24							8	16	16	122	$342	$17,462	$ -	$ -	$0	$0	$17,462
6	Final EIR and Response to Comments	16								24	24			60	60								16	40	240	$658	$33,558	$ 2,500	$ 2,500	$500	$5,500	$39,058
	Task 7. Subtotal	**96**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**174**	**208**	**55**	**96**	**270**	**368**	**32**	**206**	**50**	**93**	**60**	**72**	**76**	**68**	**160**	**1451**	**$4,354**	**$222,089**	**$ 79,130**	**$ 64,500**	**$12,885**	**$156,515**	**$378,604**
Task 8. Certification Documents																																
1	Statement of Overriding Considerations/FOF									8	16			40											64	$177	$9,017	0	0	$0	$0	$9,017
2	Adoption Hearings	140	156							24															320	$1,471	$75,031	3,038	0	$304	$3,342	$78,373
3	Final General Plan		8	16																		8	16	24	72	$198	$10,078	0	0	$0	$0	$10,078
	Task 8. Subtotal	**140**	**164**	**16**	**0**	**0**	**0**	**0**	**0**	**32**	**16**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**16**	**24**	**456**	**$1,846**	**$94,126**	**$3,038**	**$0**	**$304**	**$3,342**	**$97,468**
	Labor Hours Total	**593**	**963**	**491**	**148**	**174**	**184**	**144**	**507**	**354**	**340**	**126**	**104**	**310**	**374**	**36**	**210**	**94**	**221**	**64**	**76**	**302**	**247**	**344**	**6600**							
	Labor Dollars Total	**$142,320**	**$211,860**	**$68,740**	**$32,560**	**$41,760**	**$44,160**	**$28,080**	**$70,980**	**$83,190**	**$45,900**	**$25,830**	**$15,080**	**$37,200**	**$43,010**	**$6,660**	**$29,400**	**$21,150**	**$34,255**	**$11,200**	**$11,400**	**$52,850**	**$32,110**	**$34,400**	6600	**$23,730**	**$1,210,300**	**$171,844**	**$114,500**	**$22,772**	**$309,116**	**$1,519,416**
	PlaceWorks Percent of Total Labor	9%	15%	7%	2%	3%	3%	2%	8%	5%	5%	2%	2%	5%	6%	1%	3%	1%	3%	1%	1%	5%	4%	5%								

EXPENSES	
PlaceWorks Reimbursable Expenses	$17,174
Contingency 10% - City Managed	
EXPENSES TOTAL	$17,174
GRAND TOTAL	**$1,536,590**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: February 14, 2024

SUBJECT: Amendment #3 to the Professional Services Agreement between City of Wildomar and PlaceWorks, Inc.

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Authorize the City Manager to execute the 3rd amendment to the Professional Services Agreement between the City of Wildomar and PlaceWorks, Inc. for continued On-Call Planning Support Services.

DISCUSSION:
PlaceWorks, Inc. is currently providing on-call planning/staff support services as part of the development review entitlement process working on a variety of current planning projects such as CUP's, Plot Plans, PUP's, etc. On November 8, 2023, the City Council adopted a new "fixed fee" schedule for planning/development applications that goes into effect on February 1, 2024. Since there will no longer be a developer deposit-based fee based on individual billing rates, it is now necessary to amend the professional services agreement with PlaceWorks, Inc.

The amendment will reflect the new fixed-fee application amounts adopted by Council (i.e., not-to-exceed amounts) for the various planning/entitlement applications that PlaceWorks is assigned to work on by the planning department. All other aspects of the current PlaceWorks agreement will remain in place, including CEQA work which is handled by separate tri-party agreements for individual projects. Staff has prepared a spreadsheet which identifies the fixed-fee amount for certain planning/development applications that PlaceWorks will be assigned to work on (Attachment A, Exhibit 1).

Please note that staff has only identified in this spreadsheet the fixed fee amounts for specific project applications that are assigned to PlaceWorks. All other project application types (i.e., TTM's, GPA's etc.) are handled in-house by the planning department team so it is not necessary to include those fixed fee amounts in this revised agreement.

FISCAL IMPACT:
All costs will be offset by fixed fees paid by the Developers.

ATTACHMENTS:
Attachment A-Exhibit 1

ATTACHMENT A

Amendment No. 3 to Wildomar/PlaceWorks Professional Services Agreement

THIRD AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT FOR CURRENT PLANNING SERVICES

By and Between

THE CITY OF WILDOMAR
a municipal corporation

and

PLACEWORKS, INC.
a limited liability corporation

Dated: February 14, 2024

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL PLANNING/CEQA SERVICES

This third Amendment to Professional Services Agreement for On-Call Planning/CEQA Services ("Third Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a limited liability corporation ("Service Provider") as follows:

RECITALS

A. City and Service Provider entered into a professional services agreement on June 15, 2017 ("Agreement"). The Agreement provides that Service Provider will perform On-Call Planning/CEQA Services for the City for a 5-year period until June 15, 2022.

B. City and Service Provider entered into Amendment #1 on June 8, 2022 ("Agreement"). The Agreement provides for an amended scope of work and compensation to be paid under the Agreement, including a statement to not have a fixed expiration date.

C. City and Service Provider entered into Amendment #2 on June 8, 2022 ("Agreement"). The Agreement provides for an amended scope of work and to include additional CEQA/NEPA related work for city-initiated projects.

D. This Third Amendment will amend Exhibit B (Compensation) of the Agreement to establish a "Fixed-Fee" amount for only the specific planning/development entitlement applications that the Service Provider may perform as part of the city's development review process.

OPERATIVE PROVISIONS

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

1. **AMENDMENT**. The Agreement is hereby modified and amended as follows:

   1.1 Exhibit B (Compensation) of the Agreement is hereby amended to include a fixed fee schedule (illustrated in Exhibit 1, attached hereto) for only specific planning/development entitlement applications that the Service Provider may perform as part of the city's development review process. All other compensation methods (i.e., hourly billing rates) outlined in the current agreement remain in place such as all CEQA work which is established by separate tri-party agreements for individual projects applications.

2. **GENERAL PROVISIONS**.

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this Third Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This Third Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

2.3 **Effective Date**. This Third Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment.

2.5 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Third Amendment have the same meaning as provided in the Agreement, unless expressly stated to.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date and year Third written above.

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:



Kara L. Kosel, Vice President of Finance
PlaceWorks, Inc.

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.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 6, 2024 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

personally appeared Kara Kosel,
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.

JENNIFER MARTINEZ
Notary Public - California
Orange County
Commission # 2441478
My Comm. Expires Apr 13, 2027

Signature Jennifer Martinez (Seal)

EXHIBIT 1 - Planning Department Fixed Fee Schedule (02/01/2024)			
Note: The Fixed Fee Amount is based on a maximum of 3 Project Plan Reviews. Additional reviews will require Applicant to pay an extra fee equal to 25% of the original fee amount			
Application Types	**Task Type**	**City's Total Fixed Fee Amount**	**PlaceWorks Fixed Fee Allocation**
Zoning Applications (Title 17)			
CEQA ND's, MND's & EIR's (Require Separate Tri-Party Agreement)	CEQA Document	Per Separate CEQA Contract	TBD Per Scope/Budget
Conditional Use Permit (CUP)	Developer Application	$22,446.82	$3,900.00
Revised Conditional Use Permit (CUP) - 50% of Original Application Fee	Developer Application	$11,223.00	$1,950.00
Development Agreement (DA)	Developer Application	N/A	N/A
Extension of Time (All Developer Application types)	Developer Application	N/A	N/A
General Plan Amendment (GPA)	Developer Application	N/A	N/A
LAFCO Developer Application (Private Developer Projects)	Developer Application	N/A	N/A
Landscape Plan Check (Post Entitlement Phase)	Developer Application	N/A	N/A
Plot Plans (Requiring a Public Hearing)	Developer Application	$22,446.82	$3,900.00
Revised Plot Plans (Require Public Hearing) 50% of Original Fee	Developer Application	$11,223.00	$1,950.00
Plot Plans (Staff Administrative Review Only)	Developer Application	$13,728.23	$2,600.00
SB 35 Plot Plans (Staff Administrative Review Only)	Developer Application	$26,628.63	$2,600.00
Pre-Application Review (PAR)	Developer Application	N/A	N/A
Public Use Permit (PUP)	Developer Application	$16,651.76	$3,941.35
Revised Public Use Permit - 50% of Original Application Fee	Developer Application	N/A	N/A
Setback Adjustment (Administrative Review)	Developer Application	N/A	N/A
Specific Plan Document (SP)	Developer Application	$62,085.83	$9,100.00
Specific Plan Amendment (SPA)	Developer Application	$36,739.92	$5,200.00
Substantial Conformance Review (for Plot Plan/CUP/PUP)	Developer Application	N/A	N/A
Variance (VAR) All Types	Developer Application	N/A	N/A
Temporary Use or Temporary Event Permit	Developer Application	N/A	N/A
Zoning Compliance Letter	Developer Application	N/A	N/A
Subdivision Map Applications (Title 16)			
Extension of Time (All Subdivision Maps)	Developer Application	N/A	N/A
Amendment to Final Map (All Types)	Developer Application	N/A	N/A
Minor Change (All Map Types)	Developer Application	N/A	N/A
Tentative Parcel Maps (All Types)	Developer Application	N/A	N/A
Tentative Parcel Map/Minor Change (50% of Original Application Fee)	Developer Application	N/A	N/A
Tentative Tract Maps (All Types)	Developer Application	N/A	N/A
Tentative Tract Map/Minor Change (50% of Original Application Fee)	Developer Application	N/A	N/A

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.16
Meeting Date: February 14, 2024

SUBJECT: Amendment #1 to the Professional Services Agreement between City of Wildomar and Architerra Design Group, Inc.

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Authorize the City Manager to execute the 1st amendment to the Professional Services Agreement between the City of Wildomar and Architerra Design Group, Inc.

DISCUSSION:
Architerra Design Group, Inc. has been providing on-call landscape plan review and post entitlement landscape plan check services as part of the development review entitlement process working on a variety of current planning projects such as CUP's, Plot Plans, PUP's, etc. On November 8, 2023, the City Council adopted a new "fixed fee" schedule for planning/development applications that goes into effect on February 1, 2024. Since there will no longer be a developer deposit-based fee based on individual billing rates, it is now necessary to amend the professional services agreement with Architerra Design Group, Inc.

The amendment will reflect the new fixed-fee application amounts adopted by Council (i.e., not-to-exceed amounts) for the various planning/entitlement applications that Architerra Design Group is assigned to work on by the planning department. All other aspects of the current Architerra agreement will remain in place. Staff has prepared a spreadsheet which identifies the fixed-fee amount for certain planning/development applications that Architerra will be assigned to work on (Attachment A, Exhibit 1).

Please note that staff has only identified in this spreadsheet the fixed fee amounts for specific project applications that are assigned to PlaceWorks. All other project application types (i.e., TTM's, GPA's etc.) do not require landscape plan review and are handled in-house by the planning department team so it is not necessary to include those fixed fee amounts in this revised agreement.

FISCAL IMPACT:
All costs associated with the on-call landscape plan review and post entitlement landscape plan check services will be offset by fixed fees paid by the Developers.

ATTACHMENTS:
Attach A-Exhibit 1 [2-14-24].pdf

ATTACHMENT A

Amendment No. 1 to Wildomar/Architerra Design Group Professional Services Agreement

FIRST AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT FOR CURRENT PLANNING SERVICES

By and Between

THE CITY OF WILDOMAR
a municipal corporation

and

ARCHITERRA DESIGN GROUP, INC.
a California Corporation

Dated: February 14, 2024

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL LANDSCAPE REVIEW AND INSPECTIONS SERVICES

This first Amendment to Professional Services Agreement for landscape plan review and inspection services ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a limited liability corporation ("Service Provider") as follows:

RECITALS

A. City and Service Provider entered into a professional services agreement on June 8, 2016 ("Agreement"). The Agreement provides that Service Provider will perform landscape plan review and inspection services for the City.

B. This First Amendment will amend Section 4 (Compensation and Method of Payment) of the original Agreement to establish a new "Fixed-Fee" amount for those planning/development entitlement applications that the Service Provider may perform as part of the city's development review process.

OPERATIVE PROVISIONS

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

1. **AMENDMENT**. The Agreement is hereby modified and amended as follows:

1.1 Section 4 (Compensation and Method of Payment) of the original Agreement is hereby amended to include the new fixed fee schedule (illustrated in Exhibit 1, attached hereto) for those planning/development entitlement applications that the Service Provider may perform as part of the city's development review process.

2. **GENERAL PROVISIONS**.

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This First Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date**. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

CITY OF WILDOMAR

_____
Daniel A. York, City Manager

ATTEST:

_____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

CONSULTANT:

_____
Richard Krumwiede, RLA
Architerra Design Group, Inc.

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.

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 San Bernardino)

On 2/9/24 before me, Marissa Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared Richard Krumwiede,
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.

MARISSA RODRIGUEZ
Notary Public - California
San Bernardino County
Commission # 2334707
My Comm. Expires Oct 23, 2024

Signature _____ **(Seal)**

1st Amendment to Professional Services Agreement

EXHIBIT 1 - Planning Department Fixed Fee Schedule (02/01/2024)			
Note: The Fixed Fee Amount is based on a maximum of 3 Project Plan and/or Inspection Reviews. Additional reviews will require Applicant to pay an extra fee equal to 25% of the original fee amount			
Application Types	**Task Type**	**City's Total Fixed Fee Amount**	**Architerra Fixed Fee Allocation**
Zoning Applications (Title 17)			
CEQA ND's, MND's & EIR's (Require Separate Tri-Party Agreement)	CEQA Document	Per Separate CEQA Contract	TBD Per Scope/Budget
Conditional Use Permit (CUP)	Developer Application	$22,446.82	$2,167.13
Revised Conditional Use Permit (CUP) - 50% of Original Application Fee	Developer Application	$11,223.00	$1,083.56
Development Agreement (DA)	Developer Application	N/A	N/A
Extension of Time (All Developer Application types)	Developer Application	N/A	N/A
General Plan Amendment (GPA)	Developer Application	N/A	N/A
LAFCO Developer Application (Private Developer Projects)	Developer Application	N/A	N/A
Landscape Plan Check/Inspection (Post Entitlement Phase)	Developer Application	$4,737.00	$4,334.25
Plot Plans (Requiring a Public Hearing)	Developer Application	$22,446.82	$2,167.13
Revised Plot Plans (Require Public Hearing) 50% of Original Fee	Developer Application	$11,223.00	$1,083.56
Plot Plans (Staff Administrative Review Only)	Developer Application	$13,728.23	$1,444.75
SB 35 Plot Plans (Staff Administrative Review Only)	Developer Application	$26,628.63	$2,600.00
Pre-Application Review (PAR)	Developer Application	$5,270.83	$722.38
Public Use Permit (PUP)	Developer Application	$16,651.76	$2,167.13
Revised Public Use Permit - 50% of Original Application Fee	Developer Application	N/A	N/A
Setback Adjustment (Administrative Review)	Developer Application	N/A	N/A
Specific Plan Document (SP)	Developer Application	$62,085.83	$3,611.88
Specific Plan Amendment (SPA)	Developer Application	$36,739.92	$2,167.13
Substantial Conformance Review (for Plot Plan/CUP/PUP)	Developer Application	$6,865.58	$722.38
Variance (VAR) All Types	Developer Application	N/A	N/A
Temporary Use or Temporary Event Permit	Developer Application	N/A	N/A
Zoning Compliance Letter	Developer Application	N/A	N/A
Subdivision Map Applications (Title 16)			
Extension of Time (All Subdivision Maps)	Developer Application	N/A	N/A
Amendment to Final Map (All Types)	Developer Application	N/A	N/A
Minor Change (All Map Types)	Developer Application	N/A	N/A
Tentative Parcel Maps (All Types)	Developer Application	N/A	N/A
Tentative Parcel Map/Minor Change (50% of Original Application Fee)	Developer Application	N/A	N/A
Tentative Tract Maps (All Types)	Developer Application	N/A	N/A
Tentative Tract Map/Minor Change (50% of Original Application Fee)	Developer Application	N/A	N/A

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.17
Meeting Date: February 14, 2024

SUBJECT: Memorandum of Understanding to Electronically Record Documents through the use of the Statewide Electronic Courier Universal Recording Environment (SECURE) using the Government to Government (G2G) Portal

SUBMITTED BY: Heidi Jemane

PREPARED BY: Heidi Jemane

ACTION:
Authorize the City Manager to execute the Memorandum of Understanding (MOU) between the Owner Counties (Los Angeles, Orange, Riverside and San Diego) and the City of Wildomar for the use of the SECURE G2G Portal to Electronically Record Documents.

SUMMARY:
The City of Wildomar Clerk's office is offering to handle recording documents electronically and has secured an agreement with the lead Counties for the use of an internal recordation station. This new arrangement will greatly streamline the process of recording documents, making it more efficient.

BACKGROUND:
GC 27201 requires various documents to be recorded for permanent record. The Riverside County Assessor-Clerk-Recorder's Office handles the recordation of all documents in Riverside County, which includes the City of Wildomar. Since incorporation, if the City was required to record documents, staff would have to go in person to one of the County Offices or mail the documents to the County, which takes approximately 1-3 weeks to process. If any documents are rejected and require amendments, it delays the process an additional 1-3 weeks.

DISCUSSION:
Staff would like to expedite the recordation process by having an internal recordation station at City Hall to process recorded documents more efficiently. In order to be approved to submit documents electronically, the City must sign an MOU with the owners of the SECURE G2G portal, which are the Counties of Orange, Riverside, Los Angeles and San Diego to ensure

that the rules, policies are equipment requirements are followed. The Orange County Assessor-Clerk-Recorder is the lead agency who manages the agreements on behalf of the other Counties.

Once approved, the City Clerk's office will purchase a scanner that meets the requirements and download the necessary software onto a desktop. The Deputy City Clerk and City Clerk will transmit the documents to the Riverside County Assessor-Clerk-Recorder using the SECURE G2G portal when staff brings them for recording. The County will process the documents within 1-3 business days and electronically stamp the records as recorded.

FISCAL IMPACT:
There is no fee to governmental agencies to use this software. The only expense will be for the printer, which will be funded through the existing City Clerk's Budget.

ATTACHMENTS:
1. Memorandum of Understanding
2. Attachment B

MEMORANDUM OF UNDERSTANDING
BETWEEN OWNER COUNTIES AND GOVERNMENT PARTICIPANTS
FOR THE USE OF THE SECURE GOVERNMENT TO GOVERNMENT (G2G)
PORTAL

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**" or "**Agreement**"), made and entered into on 2/14/2024, is between the counties of Los Angeles, Orange, Riverside, and San Diego (hereinafter collectively referred to as "**Owners**") that own the Statewide Electronic Courier Universal Recording Environment ("SECURE") with the Orange County Clerk-Recorder acting on their behalf as the Lead County, and City of Wildomar the submitting party ("**Government Agency**"), recording electronically through the SECURE Government to Government (**G2G**) Portal. The Owners and Government Agency are collectively referred to as the "Parties."

WHEREAS, California Government Code Section 27279(b) states "[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government."

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego are the Owners of the SECURE G2G Portal; and

WHEREAS, the SECURE G2G Portal functions as a separate portal under the same security framework as the existing SECURE system; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement dated August 19, 2008 to share the ownership and ongoing maintenance of a multi-county G2G electronic recording portal; and

WHEREAS, Orange County is the "Lead County" in supporting this SECURE G2G Portal and is responsible for executing any agreements with participants with the approval of the other Owners.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

1. DEFINITIONS

A. Owners: means the Counties of Los Angeles, Orange, Riverside and San Diego Counties.

B. Lead County: means the County of Orange as the designated lead in developing and supporting the multi-county system and responsible for handling the administrative

functions, negotiating and executing any contract relating to the support and maintenance of SECURE.

C. **Partner County or Partner Counties:** means non-owner counties that have contracted to use SECURE.

D. **SECURE G2G Portal:** means the SECURE Government to Government Portal.

E. **Government Agency:** means a government entity, other government agency, or a county department of the Owners that submits package(s) of documents electronically to an Owner or Partner County using the SECURE G2G Portal for the purpose of electronically recording under this MOU.

F. **SECURE:** means the Statewide Electronic Courier Universal Recording Environment used by multiple counties to electronically receive and return documents for recording.

G. **Government to Government:** means the acts of a county recorder recording a document for a Government Agency through the SECURE G2G Portal.

H. **Operational Issues:** means issues regarding the business rules that dictate what can be recorded by an individual Owner county or Partner County.

I. **Technical Issues:** means issues regarding how the SECURE G2G Portal electronically receives and returns recordable documents.

J. **Infrastructure:** means the non-software components used to electronically receive and return recordable documents through the SECURE G2G Portal.

2. PURPOSE

The purpose of this MOU is to define the requirements, rules and policies needed for Parties to share in the use of the SECURE G2G Portal to electronically record documents in a secure electronic recording environment.

3. TERM

This Agreement shall become effective upon the signature of the Parties for a term of 5 years unless terminated in writing by either party in accordance with this Agreement. The parties, by written agreement, may extend the agreement for no more than one additional year.

4. FEES and COST

Government Agency is exempt from fees for SECURE G2G Portal system use, maintenance and technical support. Government Agency may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of

documents. Government Agency is responsible for startup costs, which may include reimbursements for setup and tokens if applicable.

5. Eligibility

Established Government Agencies at the local, state or federal level, as defined below, will be allowed to submit legal documents for electronic recording through the SECURE G2G Portal pursuant to California Government Code section 27279(b), which states in part "[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government."

6. SECURE G2G Portal Recording Requirements

SECURE G2G Portal recording requirements and specifications are generally set forth in Attachment A and Attachment B, incorporated herein by reference, to this Agreement.

6.1 Government Agency shall comply with any and all requirements and specifications of the Agreement and in Attachments A and B (collectively Attachments).

6.2 Government Agency understands that the requirements and specifications may change from time to time.

6.3 Government Agency understands that the requirements and specifications set forth in the attachments could be specific to individual Owner or Partner Counties.

6.4 Government Agency acknowledges that the recording requirements and specifications contained in the attachments may not be exhaustive of the recording requirements for the individual Owners and Partner Counties.

6.5 Owners will provide written notice to the Government Agency within 30 days if there are any changes to the requirements or specifications.

6.6 Attachment A – Provides the technical specifications including submission methods, communication protocol security framework and imaging standards.

6.7 Attachment B – Contains the processing schedules, hours of operation, policies, sample document types and authority, technical service contact and security incident contact information for electronic recording with each individual Owner or Partner County.

7. Government Agency Acknowledgments and Responsibilities

7.1 Government Agency must supply all electronic recording equipment, i.e., computer, monitor, scanner, printer, an internet connection and a token from the Lead County, if applicable.

7.2 The electronic documents or records shall be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.

7.3 Government Agency is responsible for the accuracy, completeness and content of documents submitted for recording through the G2G portal.

7.4 Government Agency shall immediately notify Lead County of any security incident, including but not limited to attempts at or actual unauthorized access which could compromise or otherwise adversely affect SECURE's data systems.

7.5 Government Agency shall ensure that all security measures and credentials implemented are protected. Government Agency assumes all responsibility for documents submitted through unique credentials provided to Government Agency for the purposes of engaging in G2G recording.

7.6 Government Agency is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.

7.7 Government Agency shall address all Operational Issues related to the electronic recording process with the individual Owner or Partner Counties.

7.8 Government Agency shall notify the Lead County of all problems involving Technical Issues. Government Agency shall work in good faith with the Lead County to resolve any Technical Issues. Resolution of Technical Issues may require Government Agency to provide onsite access to Lead County.

7.9 Government Agency shall comply with each county's individual recording requirements. Government Agency's submission of a document via the SECURE G2G Portal for transmission to a particular county for recording does not guarantee the document will be recorded by that individual county. Each Owner or Partner County may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting a county's specific requirements for recording may be rejected by the respective county.

7.10 Following the electronic recordation of a document, Government Agency agrees to deliver the original document and/or notify the real party in interest.

8. Lead County Responsibilities

8.1 Lead County shall conduct ongoing monitoring of the SECURE G2G Portal to protect the integrity of the transmission process.

8.2 Lead County shall test and maintain the SECURE G2G Portal software and hardware.

8.3 If the SECURE G2G Portal experiences delays or power failures that interfere with the normal course of business, the Lead County will work with the individual Owner or Partner County and Government Agency until the problem has been remedied.

8.4 Lead County will coordinate the SECURE G2G Portal administration, training, policy creation, access control and establishment of contracts required for Government Agency to submit to Partner Counties.

8.5 Lead County shall facilitate communication between Government Agency and Owner or Partner Counties.

9. SECURE G2G Portal Review

Government Agency's right to submit documents under this Agreement is subject to Owners review and acceptance of Government Agency's standards and procedures. Such approval will not be unreasonably withheld by Owners. This review is to confirm that all requirements of this Agreement are met.

10. General Recording Requirements

Submission, acceptance, recording and rejection of any document must comply with all applicable federal, state and local laws. County specific recording requirements are generally set forth in Attachment B.

11. Suspension

Lead County, with the concurrence of all the other Owners, may suspend Government Agency's submission of documents to the SECURE G2G Portal, restrict access, or deny access to Government Agency and any of Government Agency's individual staff members at any time in its sole discretion as it deems necessary.

Notice of suspension will be immediately provided to Government Agency by Lead County on behalf of Owners. Government Agency may resume submission upon satisfactory resolution of the reason for suspension after notification from the Lead County. Whether a matter is resolved is determined solely by the SECURE Owners.

The following is a non-exhaustive list of reasons for suspension:

11.1 To protect the public interest.

11.2 To protect the integrity of public records.

11.3 To protect real property owners from financial harm.

11.4 To prevent fraud.

11.5 For Government Agency's violation of, or to prevent the violation of, any federal, state, or local law.

11.6 For Government Agency's failure to notify Lead County of modifications which could compromise or otherwise adversely affect SECURE's data systems.

11.7 For Government Agency's default of any provision of this Agreement.

12. Limitation of Liability

Owners and Partner Counties shall be held harmless from and not incur any liability for any damages whatsoever caused either directly or indirectly for:

12.1 Information electronically transmitted by the Government Agency.

12.2 Any breach of security, fraud or deceit resulting from electronic recording.

12.3 Damages resulting from software, hardware, or other equipment failure.

12.4 Delays or power failures that interfere with the normal course of electronic recording.

12.5 Restricting or terminating Government Agency's ability to electronically record documents.

12.6 Claims, disputes or legal actions concerning an electronic transaction, including, but not limited to, the accuracy, completeness or content of documents submitted for recording.

12.7 Government Agency, Owners and Partner Counties shall not be liable to each other for:

12.7.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.

12.7.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).

12.7.3 Except for payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying

upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of three (3) days.

13. Indemnification

13.1 Owners shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Government Agency under or in connection with any work, authority or jurisdiction delegated or determined to be the responsibility of Government Agency under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, Government Agency shall fully indemnify, defend, and hold Owners and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs (including attorney's fees), and expenses, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever (collectively "Claims"), arising from, or related to, any acts or omissions on the part of the Government Agency under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Government Agency under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Owners. This provision shall survive termination or expiration of this Agreement.

13.2 Notwithstanding section 13.1 above, in the event the Government Agency under this Agreement is a county department of an Owner, such Government Agency's indemnification obligations to each other Owner hereunder shall not exceed each Owner's indemnification obligations under that certain Multi-County Agreement Between the Counties of Los Angeles, Orange, Riverside, and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System (the "Multi-County Agreement").

13.3 In the event of fraud that arises directly or indirectly from Government Agency's submission of a document through the SECURE G2G Portal for electronic recording that impacts the value of or title to real estate, Government Agency shall defend and indemnify the Owners against any Claims (as defined in section 13.1, above) for any G2G electronic recording transaction in which the Government Agency engages.

14. Termination

14.1 Either party may terminate this Agreement for any reason by providing 30 calendar days' written notice of termination.

14.2 Owners may terminate this Agreement immediately if Government Agency is in default of any of the terms of this Agreement.

14.3 Notwithstanding any other provision of this Agreement, the Owners may terminate this Agreement immediately at any time in its sole discretion as it deems necessary. The following is a non-exhaustive list of reasons for termination:

14.3.1 To protect the public interest.

14.3.2 To protect the integrity of public records.

14.3.3 To protect real property owners from financial harm.

14.3.4 To prevent fraud.

14.3.5 For Government Agency's violation of, or to prevent the violation of, any federal, state or local law.

14.4 The indemnification and limitation of liability provisions of this Agreement shall survive any termination of this Agreement.

15. Dispute Resolution

Owners and Government Agency will attempt, in good faith, to resolve any controversy or claim arising out of or relating to G2G electronic recording through either negotiation or mediation prior to initiating litigation.

16. Governing Laws and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

17. Amendment

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

18. Assignment

This Agreement shall not be assigned by a party, either in whole or in part, without prior written consent of other party. Any assignment or purported assignment of this Agreement by a party without the prior written consent of the other party will be deemed void and of no force or effect.

19. Entire Agreement

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

20. Parties in Interest

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Partner Counties and their respective successors, transferees, assumers and assigns, if any.

21. Privileged and Confidential Information

The Government Agency agrees that all personal information, which is considered privileged and confidential under state law contained within the documents submitted for recording will not be released by the Government Agency to any individual or other legal entity who would not otherwise have authorized access to such information. Any release of information by the Government Agency to any unauthorized individual or other legal entity may result in the Owners terminating this Agreement.

22. Waiver

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Owners shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of Owners, in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

23. Severability

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Sections and Attachments

All sections and attachments referred to herein are attached hereto and incorporated by reference.

25. Headings

The Agreement captions, clause, section and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

26. No Presumption Against Drafter

This Agreement is deemed to have been drafted jointly by the Parties. This Agreement shall be construed without regard to any presumption or rule requiring construction against or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any party or person.

27. Notices

Any notice requirement set forth herein shall be in writing and delivered to the appropriate party at the address listed in this subparagraph. Notice shall be given by electronic mail or deposited in the United States mail, postage prepaid, to the parties listed below. Addresses for notice may be changed from time to time by written notice to the other party. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change in address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For reporting a security incident, the Government Agency shall also report the incident to the Lead County at the email address specified below.

Government Agency

City of Wildomar
Attn: Dan York, City Manager
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
Email: dyork@cityofwildomar.org

Lead County:

Orange County Clerk-Recorder
Attn: SECURE G2G Coordinator
601 N. Ross Street
Santa Ana, CA 92701
Email: SECURESupport@rec.ocgov.com

28. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party upon execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and attested to by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

LEAD COUNTY RECORDER:

_____

HUGH NGUYEN, Orange County Clerk-Recorder

Date:_____

THE OFFICE OF THE ORANGE COUNTY COUNSEL
APPROVED AS TO FORM

Signature: Jacqueline Guzman

Digitally signed by Jacqueline Guzman
DN: cn=Jacqueline Guzman, o=County of Orange, ou=Office of the County Counsel, email=jacqueline.guzman@coco.ocgov.com, c=US
Date: 2023.03.29 10:44:57 -07'00'

Title: **Deputy County Counsel**

Dated: _____

GOVERNMENT AGENCY

DEPARTMENT OF (Government Agency): City of Wildomar

COUNTY: Riverside

Approved By: Dan York

Signature: _____

Title: City Manger

Date: _____

Attachment A - Technical Specifications

1. Submission Methods

SECURE G2G Portal User Interface (UI) – Government Agencies who will be scanning paper or uploading image files directly into the SECURE G2G Portal must use a token for authentication. Government Agencies will receive recording confirmation via the UI. The UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE G2G Portal Web API (API) – Government Agencies that directly connect to the API must adhere to the XSD standard. The XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. Government Agencies will receive recorded information via XML return package.

2. Communications Protocol

HTTPS is required for the submission of instruments.

3. Security Framework

The required security framework is provided for in the SECURE G2G Portal software. The SECURE G2G Portal software shall use a minimum of 128-bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the Government Agency and at a minimum changed at 90-day intervals to reduce security exposure.

a) Endpoint Security (Authentication Token) - Government Agencies will require one token for each agency staff member that will be utilizing the UI. For use of the token to submit documents through the SECURE G2G Portal for recording electronically, please refer to the SECURE G2G Portal User Manual.

b) Computers and User Accounts

Government Agency computer(s) connected to the SECURE G2G Portal must be dedicated workstations for G2G recording only. Government Agency computers utilized for such are required to comply with a workstation checklist provided by Lead County.

Computers that connect to SECURE G2G Portal will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Workstations used to submit, retrieve, or, when applicable, return SECURE G2G Portal payloads are protected from unauthorized use and access. As a minimum, workstations shall meet all of the following requirements:

- Anti-malware software configured to start on system boot-up.
- All critical operating system patches applied within one month from when the patch first becomes available.
- A hardware firewall installed and maintained.
- Up to date virus scan software that shall check for definition updates every twenty-four hours.
- A full virus scan configured to run weekly at a minimum.
- Installed applications shall be limited to the purpose of performing the necessary operational needs of the recording process as defined by the County Recorder.
- Screen Lock must be configured for activation after 10 minutes of inactivity.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to SECURE G2G Portal using a single SECURE G2G Portal user account or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to SECURE G2G Portal is no longer required, the user's SECURE G2G Portal account and identity credentials shall be disabled and revoked, but not deleted from the system. SECURE G2G Portal user accounts and identity credentials are non-transferable.

c) Imaging Standards

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.
- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statutes as set out in Government Code Section 27361 et seq.

Attachment B- Riverside County

B.1 Hours of Operation

a) 8:00a.m. Recording Time

Government Agency documents may be submitted to SECURE each day from 3:01p.m. the previous day to 8:00a.m. (Pacific Time).

b) Daily Documents

Government Agency documents may be submitted to SECURE from 8:01a.m. to 3:00p.m. (Pacific Time) each day.

Submissions will be processed by the County of Riverside Monday through Friday, excluding County Holidays. Submissions on Saturdays, Sundays, and County Holidays are unacceptable and will be rejected by our office.

B.2 Types of Documents and Processing Timeframes

a) 8:00a.m. Government Agency Documents

Documents submitted will be recorded and returned daily on a First In – First Out (FIFO) basis and will receive a time stamp of 8:00a.m.

b) Daily Documents

Documents submitted under this category will be recorded on a FIFO basis and will receive a time stamp of the real time receipted. Documents in the daily queue not processed the day they were electronically received will be processed within three business days thereafter.

B.3 Concurrent Packages/Related and Severable Documents

a) Concurrent Packages

Government Agencies must identify all packages that are to record concurrently with another package by checking the appropriate box in SECURE, identifying the recording specifics in the notes field and within the package order number (i.e. CoR- 123456- 1 of 3). It is the responsibility of the Government Agency to submit the packages in the proper recording order.

b) Related and Severable Documents

Riverside County will reject an entire package if any document in the package requires further attention.

B.4 Correction Handling

Government Agencies will have the opportunity to correct only those documents that have been marked as "Correction". When a package is received in SECURE with a status of "Correction Uploaded by County", the Government Agency will have 30 minutes to complete the necessary corrections and resubmit the package for recording. The 30-minute timeframe includes packages that are returned for correction after the 3:00p.m. queue closure. Packages returned for correction after 3:00p.m. will have one opportunity to be corrected before they are expired for the day.

Upon the return of the corrected package, it will be processed "in priority" using the original submission date and time.

Packages that are not resubmitted within the 30-minute timeframe will have expired and will then receive an updated status in SECURE of "Completed Uploaded by County". If customers choose to resubmit a package that has previously expired, they can do so by creating a new package.

B.5 Package Submittals

Government Agencies are required to request a unique "Account Code" from the County of Riverside Assessor-County Clerk-Recorder for financial billing purposes.

Packages shall be submitted using the unique "Account Code" as the leading prefix, followed by the transaction order number: i.e. COR-125630.

The Government Agency shall limit the size of each package to a maximum of 25 documents.

B.6 Recording Fees

All fees shall be paid in accordance with Riverside County's approved process as described in B.13 and may be amended from time to time by the County.

B.7 Return Options

Recorded documents will be returned to the Government Agency in electronic format after recordation is complete. Recorded documents will include endorsement labels which will provide the following: Document Number, Recording Date and Time, Fees, Transfer Tax Paid (if applicable), and Number of Pages.

The County of Riverside reserves the right to make changes to the indexing and/or Documentary Transfer Tax information, as well as any fee adjustments as necessary. Submitted documents that are rejected for correction will be returned to the Government Agency in electronic format along with a description of the reason(s) for rejection.

B.8 Scanning Requirements

- Scan documents at 300 dpi
- Solid black characters on white paper
- Embossed text and seals shall be shaded and legible
- Minimum font size is 10 pt. Arial font type is recommended
- Scan in black and white scale. Grey or colored scale is unacceptable
- Original page size must be maintained when scanning into SECURE. Page size must not exceed 8 ½ x 14

B.9 Illegible Documents

The Government Agency is responsible for scanning documents at 300 dpi quality level and performing quality assurance on each page of all documents to ensure compliance with photographically reproducible requirements. Documents or pages not meeting this requirement will be rejected for rescanning and resubmission.

B.10 Preliminary Change of Ownership Report (PCOR)

PCORs shall be scanned as a separate attachment to the document and submitted into the "PCOR" image field. Documents containing PCORs as part of the recordable document will be rejected and returned to the Government Agency for correction and resubmission.

B.11 Documentary Transfer Tax Affidavit (DTT Affidavit)

If a document includes a PCOR and a DTT Affidavit, the DTT Affidavit must be scanned after the PCOR into the "Other" image field.

B.12 Technical Service Help and Security Incident Contact Information

If assistance is required for technical issues or a security issue requires reporting, please call SECURE at (714) 478-9891, Monday through Friday between the hours of 7:00a.m. and 5:00p.m.

B.13 Payment Options

The Government Agency is responsible for the payment of all recording fees. Below are the two available payment options:

- **Automated Clearing House (ACH)** - The Government Agency agrees to provide the County of Riverside with an authorization to originate Automated Clearing House (ACH) debits against its bank account in payment of said fees. If any ACH debit is returned unpaid, the County of Riverside may immediately stop the submission and recording of electronic documents from the Government Agency. The Government Agency must pay all outstanding balances and returned item fees and may be required to post a security deposit as condition to resume the submission and recording of electronic documents.

- **Monthly Billing** - The Government Agency agrees to set up a house account with the County Recorder for monthly billing. The recording fees are billed in arrears based on the previous months recording fees.

B.14 Account Setup Procedures

The Government Agency is required to complete the applicable Memorandum of Understanding, Application for Charge Account and ACH Debit Authorization forms. Once the account request is approved, a Customer Code will be created and activated for use.

B.15 Reporting and Reconciliation

The County of Riverside will e-mail a House Account Statement Monthly Report to each Government Agency, showing the breakdown of the fees due to be debited via ACH or billed on a monthly statement. The Government Agency is responsible for reconciling the detail report and notifying the County Recorder's Accounting department of any discrepancy.

B.16 Agent Responsibilities

All Government Agencies are required to follow the guidelines listed above when using an Agent to submit on their behalf. It is the responsibility of every Agent to deliver a copy of this Attachment B, which outlines the rules for electronic recording in Riverside County, to each of their Authorized Submitters.

The above 'Attachment B' is a component of the Electronic Recording Memorandum of Understanding ("MOU" or "Agreement"), made and entered into, between the counties of Los Angeles, Orange, Riverside, and San Diego that own the Statewide Electronic Courier Universal Recording Environment ("SECURE"), which contains specific business operating procedures for the County of Riverside.

IN WITNESS WHEREOF, the Government Agency/Agent have thoroughly reviewed the contents of the above 'Attachment B', have thorough understanding of, and agree to comply with its terms and conditions.

Government Agency/Agent: City of Wildomar
Signed & Approved By: _____ Date: _____
Printed Name: Dan York
Title: City Manager
Office Location: 23873 Clinton Keith Rd, Ste 201, Wildomar CA 92595
Telephone#: (951)677-07751 Email Address: dyork@cityofwildomar.org

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.18
Meeting Date: February 14, 2024

SUBJECT: Fourth Amendment to Professional Services Agreement with Interwest Consulting Group, Inc. for On-Call / Staff Augmentation Services – Building and Safety

SUBMITTED BY: Scott Burns

PREPARED BY: Scott Burns

ACTION:
Authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement with Interwest Consulting Group, Inc. for On-Call / Staff Augmentation Services – Building and Safety.

BACKGROUND:
Interwest Consulting Group has provided On-Call / Staff Augmentation Services since City incorporation, the initial Agreement, April 2, 2008. Because the City Council has recently adopted (Nov. 8, 2023) a new "fixed/valuation based" fee schedule for building permits and plan checking services it is now necessary to amend the current Interwest agreement to outline the new fee structure.

DISCUSSION:
In order to implement the new fixed/valuation-based fee schedule, it is necessary to amend our consultant agreement to reflect the new changes that go into effect on February 1, 2024. Interwest will continue to provide inspection and plan checking services to the City as part of our development permit review and inspection process. This amendment will establish a percentage of plan check fees that are collected that will allow Interwest to provide their plan checking services for 3 plan checks per project and allow for additional plan checks to be charged at an hourly rate as set forth in Attachment A, Exhibit 1

FISCAL IMPACT:
Charges associated with this amendment will be covered by the permit fees paid by the applicant. The current FY2023/24 budget accounts for these charges.

ATTACHMENTS:

Attachment A: Amendment

ATTACHMENT A

Amendment No. 4 to Professional Services Agreement with Interwest Consulting Group

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

Interwest Consulting Group Inc.

a Colorado corporation

Dated: February 14, 2024

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL / STAFF AUGMENTATION SERVICES

This fourth amendment to Agreement for Professional Services ("Fourth Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the City of Wildomar, a municipal corporation ("City") and Interwest Consulting Group, Inc., a California corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for Professional Services on April 2, 2008 ("Agreement"). The Agreement provides that Service Provider will perform On-Call / Staff Augmentation Services.

B. City and Service Provider entered in a First Amendment for Professional Services on September 10, 2008 ("Agreement"). The First Amendment addressed indemnification and insurance provisions.

C. City and Service Provider entered in a Second Amendment for Professional Services on May 10, 2017 ("Agreement"). The Second Amendment increased the rates for services by about 7.5%

D. City and Service Provider entered in a Third Amendment for Professional Services on June 8, 2022 ("Agreement"). The Third Amendment amended the hourly billing rates.

E. This Fourth Amendment amends the hourly billing rate for plan checking service to a percentage rate.

OPERATIVE PROVISIONS

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

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 **Exhibit B-2.** Exhibit B-2 of the Agreement is hereby modified to the rates and percentage attached hereto effective February 1, 2024.

2 GENERAL PROVISIONS

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this Fourth Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This Fourth Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Fourth Amendment.

2.3 **Effective Date**. This Fourth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Fourth Amendment.

2.5 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fourth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the Fourth Amendment

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement on the date and year first written above.

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:



_____
Paul Meschino, President
Interwest Consulting Group



_____
David Kniff, Assistant Secretary
Interwest Consulting Group

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.

EXHIBIT 1

February 7, 2024

Scott Burns
Building Official
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Professional Services for On-Call Staff Augmentation Services – Building Safety Services

Dear Mr. Burns,

We appreciate the opportunity to continue serving the City of Wildomar. Per the City's request, and based upon their recent fee study, we have provided a detailed breakdown of our new fee schedule for Building Department Services.

FEE SCHEDULE

The fixed fees listed below include the initial plan review plus two re-checks. Additional re-checks beyond the third review will be charged on an hourly basis using the Schedule of Hourly Rates shown below with prior approval from the City. **Expedited Plan Reviews** will be provided at a rate of 150% of the fees shown above and will be completed in on-half of the timeframes proposed for non-expedited plan reviews. Interwest will coordinate transportation of plans between the City's office and our office at no additional charge to the City. Revisions are charged at an hourly rate per the below hourly fee schedule with a minimum of a 30-minute charge.

Interwest proposes 68% of the City's plan review fees for Building Plan Check services.

SCHEDULE OF HOULRY BILLING RATES

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed in our contract shall automatically increase based upon the annual increase in the department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 5% per annum. The increase will become affective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

CLASSIFICATION	HOURLY BILLING RATE
Building Safety Services	
CASp	125
Inspector III	110
Inspector II	100
Inspector I	90
Permit Technician	80
ICC Building Plans Examiner	120

- *Inspection and on-site services provided in excess of regular hours per day, nights, and weekends will be invoiced at 150% of the above fees.*
- *Mileage will be charged at the current IRS rate and is not included in the above hourly rates.*

Furthermore, we appreciate the opportunity to continue serving the City of Wildomar. Please contact Shelby Sieracki at ssieracki@interwestgrp.com or 626.224.2055 should you have any questions. Beginning at the execution of our Amendment, the rates will be in effect.

Sincerely,



Paul Meschino,
President
Interwest Consulting Group

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.19
Meeting Date: February 14, 2024

SUBJECT: Contract Contingency Adjustment - CIP 057-2/058-2 (Road Rehab and Slurry Seal Projects)

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna

ACTION:
Authorize the Public Works Director to approve final change orders not to exceed 25% of the construction contract amount (contingency) for the Road Rehab and Slurry Seal Projects (CIP 057-2 and CIP 058-2), for a total project construction budget of $4,741,375.70.

SUMMARY:
Construction is substantially complete on the Road Rehab and Slurry Seal Projects. Based on quantities of material used in the Projects and due to an erroneous mathematical error in original project estimates, an increase to the Project contingency is needed to close-out the Projects.

BACKGROUND:
The City of Wildomar administers a Road Rehabilitation and Maintenance Program and a Slurry Seal Program. These programs are implemented as annual projects in the City's approved Five-Year Capital Improvement Program as CIP 057 and CIP 058. The programs are primarily funded by Measure AA and funds from Senate Bill 1, formally referred to as The Road Repair and Accountability Act of 2017 (RMRA). Additional construction administration expenditures included geotechnical testing, inspection, and administration funded by Measure A. This year's Project included removal of existing asphalt concrete pavement and aggregate base, reconstruction of sidewalk ramps, modification of drainage inlets and drainage crossings, crack seal, asphalt surfacing, slurry seal resurfacing, reinstallation of pavement markings, striping, and traffic loops.

On July 12th, 2023 the City Council awarded a construction contract to All American Asphalt (AAA) for the Road Maintenance and Rehabilitation Project (CIP 057-2) and Slurry Seal Project (CIP 058-2) for constructing pavement improvements throughout the City. On October

11, 2023 the City Council authorized select items in the contract to be adjusted, which included converting all asphalt AC overlay quantities to asphalt rubber hot mix (ARHM) to achieve a superior surface pavement and revised bid schedule from AAA due to an allocation error between two bid items. AAA has substantially completed the proposed improvements in accordance with the contract documents and City staff is now preparing a punchlist and change order agreements to close out the Project and prepare the Project for acceptance.

DISCUSSION:
AAA has substantially completed the proposed improvements in accordance with the contract documents and the project will be ready for acceptance and filing of the Notice of Completion (NOC) with the Riverside County Recorder once a "punch list" has been issued and satisfied and all change orders are finalized.

During the project, delays were encountered to the slurry seal schedule due to the very wet weather during the winter, but overall project construction was delivered within the number of working days allowed in the contract.

The original contract amount awarded to All American Asphalt was $3,793,100.56 with a 7.5% contingency authorized for extra work and unforeseen issues. During construction, additional work authorized included a new asphalt sidewalk connection along Wildomar Trail across from Wildomar Elementary School, material enhancements to roadway striping, and installation of permanent trash capture filters at several catch basin locations to comply with State Water Board regulations regarding trash capture and stormwater pollution reduction.

Certain bid item quantities were erroneously underestimated in the project design/estimate. To complete the project, it was necessary to authorize an increase in these bid item quantities. This includes slurry seal tonnage, traffic loops, utility adjustments, deep dig out repairs and asphalt grind and overlay areas. In particular, a mathematical error (related to a conversion factor) was identified in the estimation of the slurry seal quantity, resulting in a greater quantity of slurry seal being used than originally estimated and increasing the total project costs.

As previously noted, staff obtained City Council approval at the October 11, 2023 meeting to convert all streets previously designated for asphalt overlay to asphalt rubber hot mix (ARHM). With the prior approval and the added costs above considered, staff is requesting the contingency be increased to 25% for a total project construction budget of $4,741,375.70. This will allow staff to finalize change order discussions with AAA and close-out the Project. For comparison, the Engineer's Estimate for the awarded contract's scope of work was $4,643,822.20.

FISCAL IMPACT:
Increasing the contingency to 25% does not require a budget adjustment as there are sufficient funds in the approved budget for CIP 057 and CIP 058 to cover these costs. Only authorization to increase the contract contingency is required at this time.

There is no fiscal impact to the City’s General Fund.

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: February 14, 2024

SUBJECT: Zoning Ordinance Amendment No. 2023-06 (Fencing)

SUBMITTED BY: Matthew Bassi

PREPARED BY: Abdu Lachgar

ACTION:
The Planning Commission recommends the City Council take the following actions:

1. Determine that Zoning Ordinance Amendment No. 2023-06 meets the findings for a General Rule exemption in accordance with Section 15061(B)(3) of CEQA; and

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

ORDINANCE NO. ___
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-06 TO AMEND SECTION 17.172.205 (FENCES) OF THE WILDOMAR MUNICIPAL CODE

SUMMARY:
Planning Commission Action:
The Planning Commission reviewed Zoning Ordinance Amendment No. 2023-06 at their January 24, 2024 meeting. There were no speakers either for or against the proposed code amendment. After Commission deliberations, the Commission voted 5 – 0 to adopt PC Resolution No. 2024-03 recommending City Council approval of Zoning Ordinance Amendment No. 2023-04.

BACKGROUND:

DISCUSSION:
The planning department is proposing a zoning code amendment that will modify Section 17.172.205 (Fences) of the Wildomar Municipal Code to address security fending in commercial and industrial zones. This code amendment also is a "future agenda item" requested by former Councilmember Benoit. Currently, the Wildomar Municipal Code allows various fences, but does not provide much guidance toward commercial and industrial security fencing, as compared to other nearby cities. To address this disparity, the proposed zoning code amendment will create a comprehensive code section that covers both commercial and industrial fencing within the City. The amendment also includes a section codifying electrified security fencing, which has been a topic of discussion for Planning Commission and City Council.

The proposed changes will address a portion of the code that needs additional detail. For example, electrified security fencing has not had an official review mechanism in place to regulate that type of fencing. Staff researched fence regulations from multiple nearby cities and determined that the proposed code amendment is best suited for our community. Staff believes this code amendment is a reasonable approach to solving this issue and creates a uniform set of regulations. If the City Council approves the draft Ordinance for ZOA No. 2023-06 as recommended by the Planning Commission, the 2nd reading of the Ordinance will be scheduled for the March 13, 2024 Council meeting with an effective date of April 13, 2024. A copy of the draft Ordinance is provided for Council consideration in Attachment A.

Findings of Fact for ZOA No. 2023-06:
In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the Planning Department recommends the Planning Commission make the following findings and forward these to the City Council in support of approving Zoning Ordinance Amendment No. 2023-06:

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 in that the proposed amendment will provide for more effective screening of commercial and industrial uses within the City by allowing more robust fence and wall regulations (Goal LU 4.1). Further, the provisions outlined in the amendment will not impact the visual character of the business areas in that the strict regulations will maintain order and consistency related to screening.

Public Noticing:
In accordance with Chapter 17.04 and 17.280 of the Wildomar Municipal Code, the Planning Department on February 2, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the February 14, 2024 City

Council hearing where the Council would discuss Zoning Ordinance Amendment No. 2023-06. Since this code amendment is not a development project, the provisions of Ordinance No. 135 requiring public hearing sign boards do not apply.

FISCAL IMPACT:
None.

ATTACHMENTS:
Attach A - Ordinance-ZOA 2023-06-final [2-14-24].docx
Attach B - Draft ZOA 2023-06 Ord-Redline Version.pdf
Attach C - Existing Sec 17.172.205 [Fences].pdf

ATTACHMENT A

Council Ordinance for ZOA 2023-06

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-06 TO AMEND SECTION 17.172.205 (FENCES) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code and California Government Code, the City Council, upon recommendation from the Planning Commission, has the authority to take action on the proposed Zoning Ordinance Amendment No. 2023-06; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 18, 2023 for Zoning Ordinance Amendment No. 2023-06, and adopted PC Resolution No. 2023-22 recommending City Council approval of Zoning Ordinance Amendment No. 2023-06; and

WHEREAS, in accordance with Chapter 17.04.050 and 17.280.040 of the Wildomar Municipal Code, the Planning Department, on February 2, 2024, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for February 14, 2024, regarding Zoning Ordinance Amendment No. 2023-06; and

WHEREAS, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on February 14,2024, 2023, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 2023-06, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 2023-06.

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

SECTION 1: ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")) and Title 14, Division 6, Chapter 3 of the California Code of Regulations ("CEQA Guidelines"), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 2023-06. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) has no potential to impact the environment. Therefore, Zoning Ordinance

Amendment No. 2023-06 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and 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 not subject to CEQA. Given these factors, Zoning Ordinance Amendment No. 2023-06 meets the criteria for a General Rule Exemption pursuant to Section 15061(b)(3) of CEQA. As a result, the City Council hereby adopts a general rule exemption in accordance with the CEQA Guidelines as stated above.

SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.

In accordance with Chapter 17.280.240 Wildomar Zoning Ordinance, the City Council makes the following finding approving Zoning Ordinance Amendment No. 2023-06.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will provide for more effective screening of commercial and industrial uses within the City by allowing more robust fence and wall regulations (Goal LU 4.1). Further, the provisions outlined in the amendment will not impact the visual character of the business areas in that the strict regulations will maintain order and consistency related to screening.

SECTION 3. AMENDMENT OF SECTION 17.172.205 OF THE WILDOMAR MUNICIPAL CODE

Section 17.172.205 (Fences) of Chapter 17.172 of the Wildomar Municipal Code is hereby amended to read as follows:

A. Intent. The City Council has enacted the following provision to provide minimum development standards for the construction of fences within the City. These standards are designed to enhance the aesthetic appearance of the community, preserve property values, and protect the health, safety and welfare of City residents.

B. Prohibited Fences. The following fence materials are prohibited in all zones.

1. Garage doors, tires, pallets, or other materials not typically used for the construction of fences.

2. Barbed wire or electrified fence (Except within the A-1, A-P, A-2, R-A and R-R zone districts).

3. Razor or concertina wire in conjunction with a fence or wall, or by itself (except within the A-1, A-P, A-2, R-A and R-R zone districts).

C. Exemptions. The following fences and walls shall be exempt from planning review (a building permit may be required as determined by the Building Official):

1. Retaining Walls. Retaining walls less than 36 inches in height.

2. Residential Fences. Fences located on residential property (privacy fences) constructed in compliance with the standards of this section.

3. Required Fences. Fences and walls required by a state or federal agency, or by the City for public safety.

D. Height Limits and Locations. For all residential zoning districts in the City, each fence or wall (including landscaping used as a screen) shall comply with the height limits and locations shown in Table D-1 (Maximum Height of Fences and Walls in Required Yard Areas).

Table D-1 Maximum Height of Fences and Walls in Required Yard Areas

For lots less than one (1) acre in size	
Location of Fence/Wall/Screen[1]	Maximum Height
Within required front yard area[2]	• 3-1/2 feet (42″) for solid fences/garden walls. • Decorative pilasters (w/cap) & gates (at the crown peak) can not exceed 6 feet.
Within required front yard area[2]	• 5 feet for chain link and wrought-iron fencing. • Decorative pilasters (w/cap) & gates (at the crown peak) can not exceed 6 feet.
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3
For lots greater than one (1) acre in size	
Location of Fence/Wall/Screen[1]	Maximum Height
Within required front yard area[2]	• 6 feet for solid fences/decorative walls. • Decorative pilasters (w/cap) at gate entry can not exceed 7 feet. • Gates (at the crown peak) can not exceed 8 feet.
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3

E. Nonresidential Walls & Fences. Fences, walls, and screening in Commercial & Industrial zones shall be constructed of long-lasting materials and architecturally integrated with the site design and surrounding area. The following regulations shall apply:

1. Fences and walls for screening purposes in commercial and industrial zones shall be approved by the Community Development Director and be constructed of decorative masonry walls, tubular steel, or wrought iron not to exceed six (6) feet in height. When a screening wall is facing a public right of way or is not solid, a green wall or a landscaping strip with a minimum width of five (5) feet shall be provided for the length of the wall and include planting of 15-gallon trees placed 10-feet on center. As an alternative, a three-foot (3) high planter with vines and shrubs that will grow to six (6) feet in height shall be installed adjacent to the wall. Wall materials are subject to the approval of the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application.

2. Where a commercial or industrial zone abuts a residential zoning district, a solid decorative masonry (such as slump stone, split-face, etc.) wall six (6) feet in height shall be constructed on the zone boundary line. Walls may be constructed up to eight (8) feet in height to mitigate noise and visual impacts subject to the approval of the Community Development Director or Planning Commission if part of a proposed Plot Plan or CUP application.

3. Fencing for all outdoor storage areas shall be screened from public view. Screening must include a combination of six-foot (6) decorative block walls, and 36-inch box trees planted a maximum of 20 feet on center. Walls may be constructed up to eight (8) feet in height to mitigate noise and visual impacts subject to the approval of the Community Development Director or Planning Commission if part of a proposed Plot Plan or CUP application. Storage of materials or equipment shall not exceed the wall height within 10 feet of street-fronting screening. Walls and fences within the front setback shall not exceed 48 inches (4 feet).

4. Recreation and sports facilities such as driving ranges, ball fields, tennis courts, etc. may have fencing a maximum of 15 feet in height, provided the fencing is set back at least 5 feet from the property line, subject to the approval of the Community Development Director, or Planning Commission as part of a proposed Plot Plan or CUP application.

F. Security Fencing. Security fences may be permitted in Commercial and Industrial Zones. The design of the security fence may include a combination of wrought iron, tubular steel, or decorative masonry wall. In addition, barbed wire may be allowed at the top of a wall or fence with approval of the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application. Barbed

wire shall only be permitted when the property owner demonstrates there is a security or safety problem.

1. Commercial Fencing Security. Security fencing and walls shall have a maximum height of six (6) feet. Additional height up to eight (8) feet is allowed subject to approval by the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application.

2. Industrial Fencing Security. Security fencing and walls shall have a maximum height of six (6) feet. Additional height up to eight (8) feet is allowed subject to approval by the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application.

    a. Monitored electrified security fences are permitted with a Plot Plan in Industrial Zones with the Community Development Director's approval as well as compliance of the following standards:

        i. Monitored electrified security fences must be installed three (3) to twelve (12) inches behind a minimum five (5) foot high non-electrified perimeter fence/wall (6 feet if adjacent to a residential use or zone.)

        ii. Monitored electrified security fences must be two (2) feet higher than the perimeter barrier, with a max of ten (10) feet.

        iii. Warning signs shall be placed at maximum intervals of 30 feet apart, at least one sign per side of the area fenced, and at each access point to clearly identify electric fences. Warning signs should state "Danger-Electric Fence" and include a shock symbol.

        iv. The energizer for electric fences must be driven by a commercial storage battery not to exceed twelve (12) volts DC. The electric charge produced by the fence upon contact shall not exceed the energizer characteristics set forth in paragraph 22.108 of International Electrotechnical Commission (IEC) Standard 60335-2-76.

        v. A "Knox Box Electrical Shunt Switch" and a "Knox Box" or other similar approved device shall be installed for emergency access by the Police and Fire Departments.

        vi. All applicants issued permits to install or use an electrified fence as provided in this Chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Wildomar and its agents, officers, consultants, independent contractors, and employees from any and all claims, actions or proceedings arising out of any personal injury, including death, or property damage caused by the electric fence.

SECTION 4. **SEVERABILITY**

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 14th, day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT 1

Draft Council Ordinance for ZOA 2023-06

DRAFT ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2023-06 TO AMEND SECTION 17.172.205 (FENCES) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code and California Government Code, the City Council, upon recommendation from the Planning Commission, has the authority to take action on the proposed Zoning Ordinance Amendment No. 2023-06; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 18, 2023 for Zoning Ordinance Amendment No. 2023-06, and adopted PC Resolution No. 2023-22 recommending City Council approval of Zoning Ordinance Amendment No. 2023-06; and

WHEREAS, in accordance with Chapter 17.04.050 and 17.280.040 of the Wildomar Municipal Code, the Planning Department, on _____, 2023, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for _____, 2023, regarding Zoning Ordinance Amendment No. 2023-06; and

WHEREAS, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on _____, 2023, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 2023-06, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 2023-06.

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

SECTION 1: ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 2023-06. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) has no potential to impact the environment. Therefore, Zoning Ordinance

Amendment No. 2023-06 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and 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 not subject to CEQA. Given these factors, Zoning Ordinance Amendment No. 2023-06 meets the criteria for a General Rule Exemption pursuant to Section 15061(b)(3) of CEQA. As a result, the City Council hereby adopts a general rule exemption in accordance with CEQA guidelines as stated above.

SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.

In accordance with Chapter 17.280.240 Wildomar Zoning Ordinance, the City Council makes the following finding approving Zoning Ordinance Amendment No. 2023-06.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will provide for more effective screening of commercial and industrial uses within the City by allowing more robust fence and wall regulations (Goal LU 4.1). Further, the provisions outlined in the amendment will not impact the visual character of the business areas in that the strict regulations will maintain order and consistency related to screening.

SECTION 3. AMENDMENT TO THE MUNICIPAL CODE

Section 17.172.205.B (Fences) of the Wildomar Municipal Code is hereby amended to remove the exceptions for clarity purposes, as it is discussed again in more detail afterwards in the subsections, to read as follows:

B. Prohibited Fences. The following fence materials are prohibited in all zones.

1. Garage doors, tires, pallets, or other materials not typically used for the construction of fences.

2. Barbed wire or electrified fence (Except within the A-1, A-P, A-2, R-A and R-R zone districts).

3. Razor or concertina wire in conjunction with a fence or wall, or by itself (except within the A-1, A-P, A-2, R-A and R-R zone districts).

SECTION 4. AMENDMENT TO THE MUNICIPAL CODE

Section 17.172.205 (Fences) of the Wildomar Municipal Code is hereby amended to add a new subsection titled “17.172.205.E” to read as follows:

E. Nonresidential Walls & Fences. Fences, walls, and screening in Commercial & Industrial zones shall be constructed of long-lasting materials and architecturally integrated with the site design and surrounding area. The following regulations shall apply:

1. Fences and walls for screening purposes in commercial and industrial zones shall be approved by the Community Development Director and be constructed of decorative masonry walls, tubular steel, or wrought iron not to exceed six (6) feet in height. When a screening wall is facing a public right of way or is not solid, a green wall or a landscaping strip with a minimum width of five (5) feet shall be provided for the length of the wall and include planting of 15-gallon trees placed 10-feet on center. As an alternative, a three-foot (3) high planter with vines and shrubs that will grow to six (6) feet in height shall be installed adjacent to the wall. Wall materials are subject to the approval of the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application.

2. Where a commercial or industrial zone abuts a residential zoning district, a solid decorative masonry (such as slump stone, split-face, etc.) wall six (6) feet in height shall be constructed on the zone boundary line. Walls may be constructed up to eight (8) feet in height to mitigate noise and visual impacts subject to the approval of the Community Development Director or Planning Commission if part of a proposed Plot Plan or CUP application.

3. Fencing for all outdoor storage areas shall be screened from public view. Screening must include a combination of six-foot (6) decorative block walls, and 36-inch box trees planted a maximum of 20 feet on center. Walls may be constructed up to eight (8) feet in height to mitigate noise and visual impacts subject to the approval of the Community Development Director or Planning Commission if part of a proposed Plot Plan or CUP application. Storage of materials or equipment shall not exceed the wall height within 10 feet of street-fronting screening. Walls and fences within the front setback shall not exceed 48 inches (4 feet).

4. Recreation and sports facilities such as driving ranges, ball fields, tennis courts, etc. may have fencing a maximum of 15 feet in height, provided the fencing is set back at least 5 feet from the property line, subject to the approval of the Community Development Director, or Planning Commission as part of a proposed Plot Plan or CUP application.

SECTION 5. **AMENDMENT TO THE MUNICIPAL CODE**

Section 17.172.205 (Fences) of the Wildomar Municipal Code is hereby amended to add a new subsection titled "17.172.205.F" to read as follows:

F. Security Fencing. Security fences may be permitted in Commercial and Industrial Zones. The design of the security fence may include a combination of wrought iron, tubular steel or decorative masonry wall. In addition, barbed wire may be allowed at the top of a wall or fence with approval of the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application. Barbed wire shall only be permitted when the property owner demonstrates there is a security or safety problem.

1. Commercial Fencing Security. Security fencing and walls shall have a maximum height of six (6) feet. Additional height up to eight (8) feet is allowed subject to approval by the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application.

2. Industrial Fencing Security. Security fencing and walls shall have a maximum height of six (6) feet. Additional height up to eight (8) feet is allowed subject to approval by the Community Development Director or Planning Commission as part of a proposed Plot Plan or CUP application.

    a. Monitored electrified security fences are permitted with a Plot Plan in Industrial Zones with the Community Development Director's approval as well as compliance of the following standards:

        i. Monitored electrified security fences must be installed three (3) to twelve (12) inches behind a minimum five (5) foot high non-electrified perimeter fence/wall (6 feet if adjacent to a residential use or zone.)

        ii. Monitored electrified security fences must be two (2) feet higher than the perimeter barrier, with a max of ten (10) feet.

        iii. Warning signs shall be placed at maximum intervals of 30 feet apart, at least one sign per side of the area fenced, and at each access point to clearly identify electric fences. Warning signs should state "Danger-Electric Fence" and include a shock symbol.

        iv. The energizer for electric fences must be driven by a commercial storage battery not to exceed twelve (12) volts DC. The electric charge produced by the fence upon contact shall not exceed the energizer characteristics set forth in paragraph 22.108 of International Electrotechnical Commission (IEC) Standard 60335-2-76.

v. A "Knox Box Electrical Shunt Switch" and a "Knox Box" or other similar approved device shall be installed for emergency access by the Police and Fire Departments.

vi. All applicants issued permits to install or use an electrified fence as provided in this Chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Wildomar and its agents, officers, consultants, independent contractors, and employees from any and all claims, actions or proceedings arising out of any personal injury, including death, or property damage caused by the electric fence.

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE.

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

SECTION 8. CITY CLERK ACTION

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

INTRODUCED FOR FIRST READING this ____ day of _____, 2023.

_____
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Wildomar, California Municipal Code

Title 17 ZONING

Chapter 17.172 GENERAL PROVISIONS

17.172.205 Fences.

A. Intent. The City Council has enacted the following provision to provide minimum development standards for the construction of fences within the City. These standards are designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of City residents.

B. Prohibited Fences. The following fence materials are prohibited in all zones (unless approved through the plot plan or conditional use permit review process for security needs in the C/1-C-P, CPS and Industrial zones, for service commercial and/or industrial users, or as required by City, state or federal laws/regulations).

1. Garage doors, tires, pallets, or other materials not typically used for the construction of fences.

2. Barbed wire or electrified fence (Except within the A-1, A-P, A-2, R-A and R-R zone districts).

3. Razor or concertina wire in conjunction with a fence or wall, or by itself (except within the A-1, A-P, A-2, R-A and R-R zone districts).

C. Exemptions. The following fences and walls shall be exempt from planning review (a building permit may be required as determined by the Building Official):

1. Retaining Walls. Retaining walls less than 36 inches in height.

2. Residential Fences. Fences located on residential property (privacy fences) constructed in compliance with the standards of this section.

3. Required Fences. Fences and walls required by a state or federal agency, or by the City for public safety.

D. Height Limits and Locations. For all residential zoning districts in the City, each fence or wall (including landscaping used as a screen) shall comply with the height limits and locations shown in Table D-1 (Maximum Height of Fences and Walls in Required Yard Areas).

Table D-1 Maximum Height of Fences and Walls in Required Yard Areas

For lots less than one (1) acre in size	
Location of Fence/Wall/Screen[1]	Maximum Height

Within required front yard area[2]	• 3-1/2 feet (42″) for solid fences/garden walls. • Decorative pilasters (w/cap) & gates (at the crown peak) can not exceed 6 feet.
Within required front yard area[2]	• 5 feet for chain link and wrought-iron fencing. • Decorative pilasters (w/cap) & gates (at the crown peak) can not exceed 6 feet.
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3
For lots greater than one (1) acre in size	
Location of Fence/Wall/Screen[1]	Maximum Height
Within required front yard area[2]	• 6 feet for solid fences/decorative walls. • Decorative pilasters (w/cap) at gate entry can not exceed 7 feet. • Gates (at the crown peak) can not exceed 8 feet.
Within required rear and interior side yard area (along rear and interior property lines)	6 feet
Within required street side yard area	6 feet
At intersections of streets, alleys, and driveways within the clear visibility area	Note #3

Notes:

1. Fences, walls, and screening are not required between land uses unless otherwise specified in the Zoning Ordinance. Fences, walls, and screening must also be located outside of any public utility easement, except as authorized by the applicable utility agency.

2. Applies to the entire area in the front yard/setback area of a house, as defined by the front façade.

3. Fences/walls located at intersections of streets, alleys, and driveways must maintain clear visibility as defined by the City Engineer.

(Ord. 79 §§ 3—5, 2013; Ord. 18 § 2, 2008, RCC § 17.172.205)

Contact:

City Clerk: 951-677-7751 x210

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CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: February 14, 2024

SUBJECT: Consideration of Resolution of Necessity for Condemnation of Vacant Property located at the Southeast Corner of Palomar Street and Cert Street for the Palomar Street Widening Project, Phase 2 (CIP 028-2)

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

ACTION:
1. Conduct a public hearing on the proposed Resolution 2024-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and

2. Review the evidence presented, including this staff report and public comments, and close the hearing; and

3. Find that on November 10, 2021, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project, and that no additional CEQA findings are required for the Project; and

4. Adopt the Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

SUMMARY:
To complete the construction associated with the Palomar St. Widening Project, Phase 2 (CIP 028-2) ("Project"), certain easements (or rights-of-way) are required from adjacent property

owners. This item considers a Resolution of Necessity for Condemnation of Vacant Property over which easements are needed to allow for the construction of the Project.

BACKGROUND:
The Palomar Street Widening Project, Phase 2 ("Project") has been designed to improve connectivity for active transportation users by widening the roadway, filling in sidewalk/trail gaps, and adding bicycle lanes along Palomar Street and Gruwell Street. The total length of the roadways to be improved by the Project are approximately 2000 feet on Palomar Street and approximately 525 feet on Gruwell Street.

The proposed project will widen Palomar Street from Wildomar Trail to Gruwell Street, with additional minor widening north of Gruwell Street to accommodate safe transitions between existing roadway sections and the widened roadway section.
On the east side of Palomar Street, approximately 1300 linear feet of a Class II bike lane with striped buffers is proposed between Wildomar Trail and Gruwell Street.

Additionally, approximately 1300 linear feet of a paved multi-purpose trail is proposed between Wildomar Trail and Gruwell Street along the back of curb to provide a safe route for pedestrians and other non-motorized road users.

On the west side of Palomar Street, approximately 630 linear feet of a roadway-separated pedestrian and bicycle path is proposed between Elm Street and Gruwell Street. Between Wildomar Trail and Elm Street, an additional 630 linear feet of a Class II bike lane with a striped buffer is proposed. Existing sidewalk and proposed sidewalk improvements will accommodate pedestrians between Wildomar Trail and Elm Street.

On Gruwell Street, approximately 525 linear feet of sidewalk is proposed along the frontage of the Wildomar Cemetery on the southern side of the road, increasing connectivity for pedestrians accessing the Cemetery. In addition, approximately 525 of a Class II bike lane with striped buffers and a parking lane buffer is proposed.

Other improvements include intersection improvements at Wildomar Trail and Palomar Street, intersection improvements at Palomar Street and Gruwell Street, miscellaneous accessibility improvements adjacent to the Wildomar Elementary School, landscaping improvements, and other related roadway improvements.

On November 10, 2021, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project.

DISCUSSION:
In order to complete the construction of the Project, the City must acquire a portion of a parcel located at the southeast corner of Palomar Street and Cert Street and known by accessor

parcel number 368-091-025 (“Larger Parcel”). The Larger Parcel is zoned C1-CP (general commercial) and is owned by Saleh M. Sarwar and Meherun Sarwar (“Owner”).

For the purpose of the Project, the City is seeking to acquire two easements over the Larger Parcel: (1) a permanent road easement containing 2,250 square feet, and (2) a 12-month temporary construction easement (“TCE”) containing 1,067 square feet (collectively the “Easements”). The Easements are more particularly described and depicted in the Resolution.

On October 12, 2023, City Staff tendered an offer to the Owner in the amount of $23,000 for the Easements (“Offer”). The Offer was based on an appraisal prepared by a licensed appraiser. City Staff and the City’s Right of Way agents have attempted in earnest to negotiate a purchase of the Easements, and although negotiations are ongoing and will continue, the acquisition of the Easements has not been consummated.

The City requires possession and use of the Easements before work on the subject property can commence and there are no assurances that an agreement between the parties will be reached in order to meet the Project’s construction schedule; therefore, a Resolution of Necessity is being requested.

Pursuant to California Government Code sections 7267.2, 37350.5, and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, the City is authorized to acquire the aforementioned Easements by eminent domain, provided certain procedural steps are followed.

The City must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. City tendered a statutory Offer to purchase the Easements as required by law based upon an approved appraisal (Attachment A). To date, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the Easements referenced above. Prior to the filing of the action, the City must hold a hearing on the proposed Resolution of Necessity (attached) and provide the Owner an opportunity to be heard. In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing, which was issued on January 23, 2024, in accordance with the applicable statutes (Attachment B).

After conducting the public hearing, if the Council finds that the public necessity so requires, City should adopt the attached Resolution of Necessity, authorizing condemnation proceedings for the purpose of acquiring the Easements.
The findings which need to be made, are as set forth in the Resolution of Necessity. Specifically, the Council must find:

1. That the public interest and necessity require the acquisition of the proposed project. As proposed, the Project will serve public purposes, as discussed above;
2. That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. City evaluated different Project design options to identify any overall Project cost and real estate impacts in an effort to ensure the least private injury. It was determined that Project in its currently proposed iteration will be most compatible with the greatest public good and the least private injury.
3. That the Easements are necessary for the proposed Project. A permanent roadway easement is needed for roadway, sidewalk, bike lane and trail improvements and along Palomar Street. In addition, a temporary construction easement is needed in order to construct the Project improvements within the Easements and Project area.
4. That City made the offer to purchase as required by section 7267.2 of the California Government Code. The Statutory Offer to Purchase was tendered to the owner of the Property on October 12, 2023.
5. That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235. As evidenced by Attachment B, this notice was issued on January 23, 2024.
6. That City has complied with CEQA for the Project. On November 10, 2021, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the Planning Director adopted a Notice of Exemption for the Project. No additional findings are necessary to comply with CEQA.
7. The Easements are necessary for the purpose specified in Section 1240.350 of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.350 of the Code of Civil Procedure. This project is in compliance with Section 1240.350 in that the proposed road widening, and addition of sidewalks, trails, and bicycle lanes along two major commuter roadways in the City, is a public need and is for the greater good of the public's interest and balances the various hardships of all parties affected by this taking.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Easements are at an end. If City adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Easements may continue.

The proposed Resolution of Necessity must be adopted by a two-thirds majority vote.

FISCAL IMPACT:
Funds are available for the acquisition of this Property and are included in the City's FY 2023-24 budget. Legal costs related to the eminent domain proceedings are unknown at this time are dependent upon whether or not an agreement can be reached with the property owner. Legal costs will be paid for from the approved Project budget. Staff will track the related costs and bring forward a budget amendment, if additional budget is needed for this process.

ACCOUNT CODE:
CIP 028-2: Fund No. 503-912-0002-52115 - Contractual Services Phase II

ATTACHMENTS:
Resolution of Necessity - Palomar Project (Sarwar Property) 4870-8089-2578
Attachment 1 - Exhibits A, B to RON (Permanent Easement).pdf
Attachment 2 - Exhibit A to RON.pdf
Offer Letter_ Sarwar Trust.pdf
Notice of Hearing re RON Hearing (Sarwar Trust) 4891-1782-1343 v.1

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

WHEREAS, the City Council has determined that the City of Wildomar ("City") needs to acquire certain property interests in connection with the construction of the Palomar Street Widening Project, Phase 2 (CIP 028-2) ("Project").

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Wildomar, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City intends to construct the Project, which is intended to improve connectivity for active transportation users by widening the roadway, filling in sidewalk/trail gaps, and adding bicycle lanes along two major commuter roadways in the City, Palomar Street and Gruwell Street. The Project is for a public use.

2. To complete construction on the Project, the City must acquire the below described easements (collectively "Easements"):

    a. A permanent roadway easement comprised of a total of 2,250 square feet. The City may use the permanent road easement for public road, trail, sidewalk, and utility purposes, over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 1, attached hereto and incorporated herein by reference.

    b. A 1,067 square foot temporary construction easement ("TCE") allowing the City, its successors and assigns, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of sidewalk, trail, and roadway improvements, or other necessary uses, in connection with the Project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" of Attachment "2," attached hereto and incorporated herein by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the

Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, the owner of the Larger Parcel shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. The City will at all times during the term of the easement allow the owner of the Larger Parcel to have and maintain reasonable access to and from the Larger Parcel.

At the expiration of the temporary construction easement, the City will restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time. The City, however, shall not be required to restore vegetation to the pre-existing condition. Upon completion of the Work, City will cause all of the equipment, materials, tools, trash, and debris to be removed from the TCE area.

The term of the temporary construction easement shall be for a period not to exceed twelve (12) months, which shall commence following written notice provided to the owner of the Larger Parcel. In no event shall the term of the TCE extend beyond December 31, 2025.

3. The Easements are necessary for the completion of the Project. The City is authorized to acquire the Easements by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq*., including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650; Government Code Section 37350.5, 40404, and other provisions of law.

4. On January 23, 2024, the City mailed a Notice of Hearing regarding the intent of the City Council of the City of Wildomar to consider adoption of a resolution of necessity for acquisition by eminent domain of the Easements. The Notice of Hearing was mailed to all persons whose name(s) appear on the last Equalized County Assessment Roll as having an interest in the Property, to the addresses appearing on the Roll. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Hearing was held on February 14, 2024, at the time and place stated in the Notice of Hearing. All interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented in the staff report and materials provided to Council, and evidence and testimony presented at the hearing, the City Council

of the City of Wildomar finds, determines, declares, and resolves each of the following:

A. The public interest and necessity require the proposed Project;

B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

C. The interest in property sought to be acquired by eminent domain is necessary for the proposed Project;

D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a);

E. The City has complied with CEQA for the Project. On November 10, 2021, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project. No additional findings are necessary to comply with CEQA.; and

F. The Easements herein described are a portion of the larger parcel located at the southeast corner of Palomar Street and Cert Street and known by accessor parcel numbers 368-091-025 (“Larger Parcel”).

7. The City Attorney is hereby authorized to acquire in the name of the City the Easements described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the property for the Project, and to take all necessary steps to acquire the property under the law.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT 1

Permanent Easement

EXHIBIT A and EXHIBIT B

<PLACEHOLDER>

ATTACHMENT 2

Temporary Construction Easement

EXHIBIT A

<PLACEHOLDER>

EXHIBIT "A"

LEGAL DESCRIPTION

PERMANENT ROADWAY EASEMENT

PA-15

THAT PORTION OF LOTS 23 AND 24 IN BLOCK 41 IN THE MAP OF T. FRAMES ADDITIONS TO WILDOMAR, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THE MAP FILED IN BOOK 1 OF MAPS, AT PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY (PREVIOUSLY FILED JULY 21, 1887 AS MAP NO. 35 OF OFFICIAL RECORDS AT THE SAN DIEGO COUNTY RECORDER) AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED FEBRUARY 26, 2019 AS DOCUMENT NUMBER 2019-0064732, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE CENTERLINE INTERSECTION OF PALOMAR STREET AND CERT STREET (60 FEET IN WIDTH) AS SHOWN TRACT MAP NO. 32206, IN BOOK 449 OF MAPS, AT PAGES 80 THROUGH 84, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 07°52'23" EAST, 42.40 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PALOMAR STREET, ALSO BEING THE NORTHERLY MOST CORNER OF SAID LAND AND THE **POINT OF BEGINNING (POB)**;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOTS 23 AND 24, AND SOUTHWESTERLY RIGHT OF WAY OF PALOMAR STREET, SOUTH 52°54'14" EAST, 100.00 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 23;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 23, SOUTH 37°09'27" WEST, 21.00 FEET TO A LINE THAT IS 21 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOTS 23 AND 24;

THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, NORTH 52°54'14" WEST, 81.02 FEET;

THENCE SOUTH 87°19'32" WEST, 24.71 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 24 AND SOUTHEASTERLY RIGHT OF WAY OF CERT STREET;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24, NORTH 37°09'27" EAST, 36.81 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 2,250 SQUARE FEET, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE AND GRUWELL STREET, BEING NORTH 52°54'14" WEST, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED **EXHIBIT "B"** HAS BEEN PREPARED AT MARK THOMAS BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



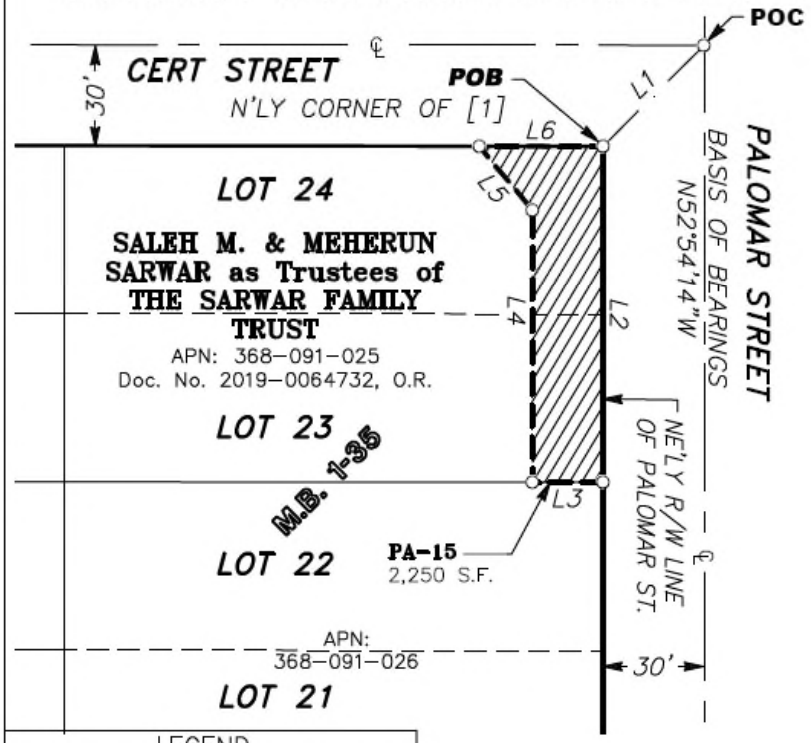
MARK D. MACFARLANE, PLS 8960

09-28-2023
DATE

EXHIBIT B

PARCEL #	TYPE OF INTEREST	AREA	APN
PA–15	PERMANENT ROADWAY EASEMENT	2,250 SF	368–091–025

THAT PORTION OF LOTS 23 AND 24 IN BLOCK 41 IN THE MAP OF T. FRAMES ADDITIONS TO WILDOMAR, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THE MAP FILED IN BOOK 1 OF MAPS, AT PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY (PREVIOUSLY FILED JULY 21, 1887 AS MAP NO. 35 OF OFFICIAL RECORDS AT THE SAN DIEGO COUNTY RECORDER) AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED FEBRUARY 26, 2019 AS DOCUMENT NUMBER 2019–0064732, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.



LINE TABLE

L1	S07°52'23"E 42.40'
L2	S52°54'14"E 100.00'
L3	S37°09'27"W 21.00'
L4	N52°54'14"W 81.02'
L5	S87°19'32"W 24.71'
L6	N37°09'27"E 36.81'

REFERENCES

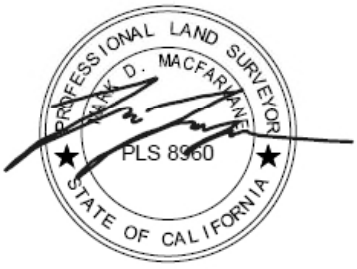
[1] QUITCLAIM DEED RE. DOC.NO.2019–0064732, REC. 02/26/2019, O.R.

LEGEND

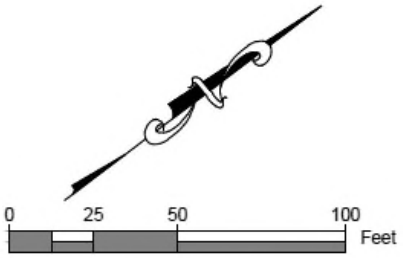
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	LOT LINE
APN	ASSESSOR'S PARCEL NUMBER
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
○	DIMENSION POINT

NOTES

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN WILDOMAR TRAIL (FORMERLY CENTRAL ST.) & GRUWELL STREET, BEING NORTH 52°54'14" WEST, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION



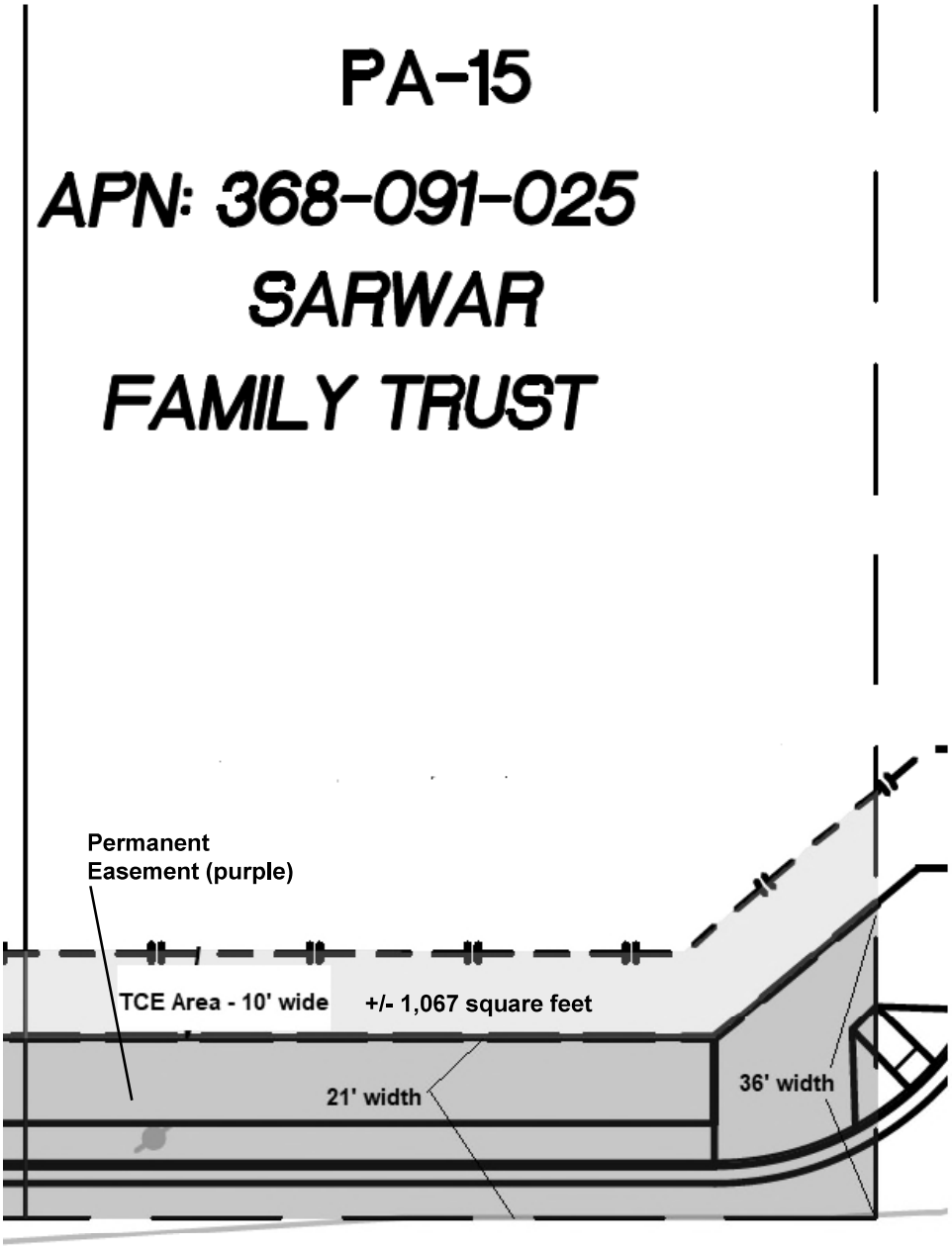
SCALE 1" = 50'



VICINITY MAP
NOT TO SCALE

MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	09/26/2023	1	RCG	1	1

Depiction of TCE Area



Joseph Morabito, Mayor, Dist. 3
Bridgette Moore, Mayor Pro Tem, Dist. 4
Ashlee DePhillippo, Council Member, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Dustin Nigg, Council Member, Dist. 2

23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

October 12, 2023

Saleh M. Sarwar and Meherun Sarwar, Trustees
19721 East Country Hollow Drive
Walnut, CA 91789

SUBJECT: City of Wildomar – Palomar and Gruwell Street Widening Project (CIP 28-2)
Offer to Acquire – Permanent Easement and Temporary Construction Easement
Assessor's Parcel Number: 368-091-025
Property Location: Palomar Street, Wildomar, CA

Dear Property Owner(s):

The City of Wildomar (City), as part of the Palomar Street & Gruwell Street Widening Project (Project), is considering acquiring a permanent easement on a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **Saleh M. Sarwar and Meherun Sarwar as Trustees of the The Sarwar Family Trust dated February 11, 2019, as community property** to be the vested owner of the above-mentioned property. The permanent easement is described in the legal description and depicted on the plat map within the attached Permanent Easement Deed and the Temporary Construction Easement is described and depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal, the City offers to purchase a Permanent Easement, free and clear of any encumbrances, and a Temporary Construction Easement for Twenty-Three Thousand Dollars and No/100, ($23,000.00) ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the matter will be reviewed by the City Council, which has final ratification authority.
If approved by the City Council, the City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be

reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event. The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Permanent Easement Deed
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easement and Temporary Construction Easement

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillipo, Mayor Pro Tem, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Dustin Nigg, Council Member, Dist. 2
Joseph Morabito, Council Member, Dist. 3

23873 Clinton Keith Road., Ste 110
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

January 23, 2024

SEND VIA U.S. MAIL AND OVERNIGHT MAIL

Saleh M. Sarwar and Meherun Sarwar, Trustees
19721 East Country Hollow Drive
Walnut, CA 91789

RE: City of Wildomar - Palomar and Gruwell Street Widening Project (CIP 28-2)

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 368-091-025

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **February 14, 2024, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APN 368-091-025. The Project for which this acquisition will be considered is the Palomar and Gruwell Street Widening Project (CIP 28-2) (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within 15 days of the date of this notice letter (listed above). The failure to file a written request to appear and be heard with the City Clerk by February 7, 2024 will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

City Clerk - City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you on October 12, 2023, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillipo, Mayor Pro Tem, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Dustin Nigg, Council Member, Dist. 2
Joseph Morabito, Council Member, Dist. 3



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Wildomar, CA 92595
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If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949) 299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

Notice re RON Hearing (Sarwar Trust) 4891-1782-1343 v.1

Final Audit Report 2024-01-23

Created:	2024-01-23
By:	Terri Abercrombie (tabercrombie@cityofwildomar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaVF8786xH8_r15ikM6ajprlZbXJ0psDq

"Notice re RON Hearing (Sarwar Trust) 4891-1782-1343 v.1" History

Document created by Terri Abercrombie (tabercrombie@cityofwildomar.org)
2024-01-23 - 4:56:50 PM GMT- IP address: 98.171.46.179

Document emailed to Jason Farag (jfarag@cityofwildomar.org) for signature
2024-01-23 - 4:57:42 PM GMT

Email viewed by Jason Farag (jfarag@cityofwildomar.org)
2024-01-23 - 8:18:07 PM GMT- IP address: 47.181.135.151

Document e-signed by Jason Farag (jfarag@cityofwildomar.org)
Signature Date: 2024-01-23 - 8:18:44 PM GMT - Time Source: server- IP address: 47.181.135.151

Agreement completed.
2024-01-23 - 8:18:44 PM GMT

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: February 14, 2024

SUBJECT: FY2023-24 Mid-Year Budget Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Review and approve the Fiscal Year 2023-24 Mid-Year Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

SUMMARY:
FY2023-24 Mid-Year Budget Report

BACKGROUND:
This Mid-Year budget report for Fiscal Year 2023-24 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

The City Council adopted the original FY2023-24 Budget as part of the FY2024 & FY2025 Biennial Budget on June 14th, 2023. At this time each department developed a set of objectives to be accomplished over the next two-year budget cycle. These objectives were included in the FY2023-24 & FY2023-24 Biennial Budget Book. As the first quarter(s) of the Biennial Budget period is complete, the City is presenting a report on the status of these items along with the financial report.

DISCUSSION:
For the Mid-Year Budget Report, the City proposes the adjustments in the attached report.

General Fund revenues are proposed to increase by $225,300. Most of this is related to interest income from investments and the addition of tenant rent revenue. For non-general funds, there are some proposed adjustments to revenue for several new Community Facilities Districts that recently began assessing. There is also a $4,534,500 increase proposed for Development Impact Fee revenues due to the receipt of mitigation fees from several large tract and multi-family developments.

In the General Fund, a net expenditure increase of $6,000 is proposed for the maintenance of the recently purchased 20-acre park. A separate cost center was added to the general fund for the maintenance. There was also a transfer of $60,000 between the City Attorney's legal retainer budget and Human Resources for legal expenses.

The only significant change to the Non-General funds is a proposed increase of $27,100 in Measure AA for the addition of a Maintenance Manager position under Public Works to oversee roadway maintenance.

There is also the addition of several unfunded positions to the schedule of authorized positions. These positions are planned to start working in early FY2024-25 but they are being added to the schedule early so that the recruiting process can begin before the end of the fiscal year.

These proposed changes reflect the Administrative Services Department's efforts to provide accurate financial information to the public and City Council in order to assist with the decision-making process.

In addition to the financial report, the City is providing an update on the status of the biennial budget objectives by department. Some of the major accomplishments of the last six months have been the purchase of a City Hall and a new 20-acre park. The City Clerk has been implementing a new records retention schedule with City departments and established an off-site storage program for outdated documents until they can be destroyed. The City also approved a new fixed fee program on November 8th, 2023, for all development services which became effective February 1st, 2024. Staff are actively working on closing out previous developer deposit projects. The City also entered into contracts with CivicGov and Oracle for new permitting and financial software. Implementation is currently ongoing and the City plans to go live with the new systems on July 1st, 2024.

FISCAL IMPACT:
$225,300 General Fund Revenue Net Increase
$6,000 General Fund Expenditures Net Increase
$4,600 Measure AA Fund Revenue Net Increase
$28,500 Measure AA Fund Expenditures Net Increase
$4,698,600 in Non-General Fund Revenue Net Increase

$10,700 Non-General Fund Expenditures Net Increase

ATTACHMENTS:
FY2024 Mid-Year Budget Report Presentation.pptx
FY23-24 Mid-Year Budget Report.pdf
FY23-24 Mid-Year Budget Resolution.docx



CITY OF WILDOMAR

FY2023-24 MID-YEAR BUDGET REPORT

FEBRUARY 14TH, 2024

ADAM JANTZ – FINANCE MANAGER

FY2024 & FY2025 CITY GOALS

- Provide a Healthy and Safe Environment
- Responsible Growth and Development
- Economic Health
- Mobility
- Community Services

COMPLETED

- Purchased City Hall
- Purchased 20-acre park
- Implemented Electronic Document Management System for Several Departments
- Updated the City's Meeting Video / Audio / Livestreaming
- Deployed a New and Engaging Website
- Adopted a Fixed-Fee Schedule for Development Permits and Projects
- Established Write-off Policy and Revised Personnel Rules

PROVIDE A HEALTHY AND SAFE ENVIRONMENT

- Installing Additional Flock Cameras to Improve Safety
- Establishing Memorandum of Understanding With City of Murrieta and Project Touch for Homeless Outreach Support
- Establishing Abandoned Vehicle Program to Help Eliminate Roadway Blight
- Police are Establishing a Crime-Free Multi-family Housing Program Within the City

RESPONSIBLE GROWTH

- General Plan Update – 75% Complete
- Reviewing the 750-acre Wildomar Meadows Specific Plan
- Began Implementation of New Permitting ERP
- Updating the City Zoning Code as Part of General Plan Update
- Continuing to Transition From Contract to In-house Staff

ECONOMIC HEALTH

- Established New Fund Reserve Policies And Which The City Is Projected to Maintain Over the 5-year Projections
- Entered Agreement for New Financial ERP and Have Begun Implementation
- Established Sweep Account to Earn High Interest on Checking Account Without Affecting Usage
- Adding ACH Vendor Payment Options With the New Financial ERP

IMPROVE INFRASTRUCTURE

- Bundy Canyon Widening:
  - Secured Funding For Phase II
- In Response To Public Input, Spent $3,760,000 So Far For Pavement Improvements on 17.5% of City Roads as Part of The Largest Pavement Repair Program Initiated By the City
- In The Process of Recruiting For In-house Road Maintenance Crew
- Preparing a New Pavement Management Program Report

COMMUNITY SERVICES

- Currently Designing Improvements to City Hall to Improve Public Access And Services
- Transitioning to City Staff Landscape Maintenance
- In Design Phase to Ready 20-acre Park For Public Access
- Developing Joint Use License Agreements For The Use of HOA Parks East of The 15 Freeway To Better Engage Residents
- Adding Technology To Provide Off-site Payment Capabilities

GENERAL FUND

- Increase Revenue By $100,000 for Investment Income
- Increase Revenue By $50,000 for Rent Revenue
- Increase Expenditures By $6,000 for Current Maintenance of 20-acre Park
- Allocate $60,000 in Legal Services From City Attorney to Human Resources

NON-GENERAL FUND

- Increase Revenue For Development Impact Fees Due to the Receipt of Mitigation Fees From Several Major Tract Developments and Investment Income
- Increase Revenue For Several Assessment District that Began Levying
- Increase Expenditures in Measure AA By $27,100 for the Recruiting of A Maintenance Manager

QUESTIONS?

City of Wildomar

FY2024 Mid-Year Budget Report

Total City of Wildomar Budget Summary

FY 2023-24 Budget Review
Mid-Year FY2023-24

		Beginning Fund Balance Estimated 6/30/2023	+	Approved Revenues 2023-24	+	Proposed Mid-Year Revenue Adjustments 2023-24	=	Estimated Funds Available 2023-24	-	Approved Appropriations 2023-24	-	Proposed Mid-Year Expenditure Adjustments 2023-24	Estimated Available Fund Balance 6/30/2024
	General Funds												
100	General Fund	$ 4,001,218		$ 16,849,700		$ 225,300		$ 21,076,218		$ 16,834,700		$ 6,000	$ 4,235,518
	Other General Funds												
110	Development Agreement	1,365,143		955,000		5,000		2,325,143		-		-	2,325,143
115	ARPA Fund	198,627		6,060,000		-		6,258,627		6,392,000		-	(133,373)
120	Measure AA	7,613,502		5,554,700		4,600		13,172,802		8,062,600		28,500	5,081,702
125	General Plan Update	41,157		200,000		-		241,157		950,000		-	(708,843)
	Total General Funds	13,219,648		29,619,400		234,900		43,073,948		32,239,300		34,500	10,800,148
	Non-General Funds												
200	Gas Tax	186,895		1,000,400		6,700		1,193,995		1,134,300		-	59,695
201	Measure A	1,158,970		1,053,000		-		2,211,970		1,334,000		-	877,970
203	TDA Fund	-		300,000		-		300,000		-		-	300,000
210	AQMD	290,685		48,000		-		338,685		51,900		-	286,785
212	Waste Services	1,509,073		215,000		12,000		1,736,073		100,600		-	1,635,473
219	CFD 2022 Special Tax B	-		-		-		-		-		-	-
220	CFD 2022-1	(4,218)		121,600		30,100		147,482		117,400		-	30,082
221	CFD 2022-2	(3,276)		37,900		28,700		63,324		5,000		-	58,324
222	CFD 2013-1 Zn 24	-		61,700		-		61,700		53,700		-	8,000
223	CFD 2022-3	-		79,000		46,600		125,600		5,000		-	120,600
224	CFD 2023-1	-		7,500		-		7,500		7,500		6,100	(6,100)
251	LLMD 89-1C	1,294,952		344,000		-		1,638,952		1,012,700		4,600	621,652
252	CSA-22	(113,023)		31,600		-		(81,423)		44,000		-	(125,423)
253	CSA-103	(238,125)		177,600		-		(60,525)		204,500		-	(265,025)
254	CSA-142	102,855		37,900		-		140,755		31,300		-	109,455
255	Measure Z Parks Fund	(25,254)		416,200		-		390,946		381,200		-	9,746
259	CFD 2017-1 DIF Deferral	-		89,300		-		89,300		83,800		-	5,500
260	CFD 2013-1 Zn 1 & 2	237,381		60,900		-		298,281		64,900		-	233,381
261	CFD 2013-1 Annex 1 Zone 3	428,355		69,200		-		497,555		72,600		-	424,955
262	CFD 2013-1 Annex 2 Zone 4	(6,936)		300		-		(6,636)		1,900		-	(8,536)
263	CFD 2013-1 Annex 3 Zone 5	229,000		45,700		-		274,700		53,500		-	221,200
264	CFD 2013-1 Annex 4 Zone 6	-		-		-		-		-		-	-
265	CFD 2013-1 Annex 5 Zone 7	-		-		-		-		-		-	-
266	CFD 2013-1 Annex 6 Zone 8	50,093		10,000		-		60,093		9,300		-	50,793
267	CFD 2013-1 Annex 7 Zone 9	74,250		12,500		-		86,750		11,600		-	75,150
268	CFD 2013-1 Annex 8 Zone 10	19,520		49,400		-		68,920		40,600		-	28,320
269	CFD 2013-1 Spec Tax B	-		175,300		-		175,300		162,900		-	12,400
270	CFD 2013-1 Zone 11	85,537		18,900		-		104,437		14,800		-	89,637
271	CFD 2013-1 Zone 13	3,845		1,300		-		5,145		1,300		-	3,845
272	CFD 2013-1 Zone 14	33,675		7,700		100		41,475		7,200		-	34,275
273	CFD 2013-1 Zone 15	60,374		18,500		-		78,874		15,400		-	63,474
274	CFD 2013-1 Zone 16	17,014		5,600		-		22,614		5,300		-	17,314
275	CFD 2013-1 Zone 17	-		-		-		-		-		-	-
276	CFD 2013-1 Zone 18	59,629		21,700		-		81,329		20,500		-	60,829
277	CFD 2013-1 Zone 19	157,874		88,000		-		245,874		77,000		-	168,874
278	CFD 2013-1 Zone 20	-		-		-		-		-		-	-
279	CFD 2013-1 Zone 21	4,828		2,700		-		7,528		2,800		-	4,728
280	Grants	(40,897)		86,200		-		45,303		60,000		-	(14,697)
281	SLESF	0.11		162,000		-		162,000		161,300		-	700
282	CDBG	(33,705)		-		-		(33,705)		-		-	(33,705)
283	PEG Grant	112,410		40,000		-		152,410		36,800		-	115,610
284	Streetlights	142,756		176,600		-		319,356		175,600		-	143,756
300	Cemetery	926,049		734,000		23,900		1,683,949		1,126,500		-	557,449
301	Cemetery Endowment	423,267		52,000		16,000		491,267		-		-	491,267
302	Cemetery CIP	16,107		100,000		-		116,107		700,000		-	(583,893)
410	Administrative Svs - Dif	(104,502)		8,900		2,000		(93,602)		-		-	(93,602)
420	Public Facilities - Dif	488,602		67,500		143,100		699,202		-		-	699,202
421	Police - Dif	583,576		45,000		84,700		713,276		-		-	713,276
422	Animal Shelter - Dif	(835,373)		37,500		92,600		(705,273)		124,900		-	(830,173)
423	Corporate Yard - Dif	11,855		15,000		29,500		56,355		-		-	56,355
430	Fire Facilities - Dif	857,823		79,500		162,200		1,099,523		-		-	1,099,523
440	Trans & Roads - Dif	2,746,203		870,000		1,200,200		4,816,403		2,897,100		-	1,919,303
450	Trans & Signals -Dif	279,514		112,500		147,800		539,814		30,000		-	509,814
451	Drainage - Dif	1,173,883		285,000		456,400		1,915,283		282,700		-	1,632,583
460	Park Land Acquisitions-Dif	(900,868)		75,000		222,400		(603,468)		50,000		-	(653,468)
461	Park Improvements-Dif	1,375,023		510,000		1,535,100		3,420,123		693,000		-	2,727,123
470	Community Center - Dif	411,265		55,800		177,200		644,265		-		-	644,265
480	Multi-purpose Trails - Dif	585,194		109,400		281,300		975,894		-		-	975,894
490	Library - Dif	12,623		-		-		12,623		13,700		-	(1,077)
500	RMRA Capital Projects	1,717,561		889,800		-		2,607,361		2,059,000		-	548,361
501	Capital Reinvestment	(30,048)		259,300		-		229,252		611,800		-	(382,548)
502	RCFC Fund	(346,292)		223,500		-		(122,792)		-		-	(122,792)
503	TUMF Fund	(3,618,441)		12,064,300		-		8,445,859		12,564,300		-	(4,118,441)
504	CMAQ Fund	-		-		-		-		-		-	-
505	MSRC Fund	-		25,000		-		25,000		50,000		-	(25,000)
506	HSIP Fund	(10,338)		81,900		-		71,562		648,100		-	(576,538)
507	Misc State Funded Projects	(35,168)		524,900		-		489,732		84,000		-	405,732
508	Local Capital Grants	(0.01)		3,516,000		-		3,516,000		-		-	3,516,000
	Total Non-General Funds	$ 11,522,053		$ 25,815,000		$ 4,698,600		$ 42,035,653		$ 27,497,300		$ 10,700	$ 14,527,653
	Total City Funds	**$ 24,741,701**		**$ 55,434,400**		**$ 4,933,500**		**$ 85,109,601**		**$ 59,736,600**		**$ 45,200**	**$ 25,327,801**
				Total Adjusted Revenue:		**$ 60,367,900**				**Total Adjusted Expenditures:**		**$ 59,781,800**	

City of Wildomar
Schedule of Authorized Positions
FY 2023-24 (Effective February 14th, 2024)

Position	Number of Positions	Status	Budgeted Position Costs (Not Annualized) Salary Costs	Health Insurance Allocation	Other Compensation, Retirement & Payroll Taxes	Total Budgeted Position Cost
City Council						
City Council Member (Total)	5	Filled	$ 24,000	$ 108,420	$ 3,882	$ 136,302
City Manager						
City Manager	1	Filled	249,242	17,952	81,265	348,459
City Clerk's Office						
City Clerk	1	Filled	134,624	17,952	41,180	193,756
Deputy City Clerk I/II	1	Filled	36,571	8,976	4,549	50,096
						$243,852
Economic Development						
Economic Development Director	1	Filled	144,945	17,952	46,441	209,338
Senior Management Analyst	1	Vacant	8,171	1,496	5,902	15,569
						$224,907
Administrative Services						
Administrative Services Director	1	Filled	194,120	21,972	57,471	273,564
Finance Manager	1	Filled	101,650	17,952	14,916	134,518
Management Analyst I/II	1	Vacant	18,282	5,493	1,219	24,994
Human Resources Analyst (Underfill as Tech)	1	Filled	32,001	10,986	6,575	49,562
Senior Accountant (Underfill) Accountant I	1	Filled	68,786	17,952	19,257	105,994
Accountant I/II	1	Filled	71,288	17,952	11,023	100,263
Administrative Assistant I/II	1	Filled	54,529	17,952	10,092	82,573
Administrative Assistant I/II	1	Vacant	49,493	21,972	10,460	81,925
Accounting Specialist I/II	1	Vacant	54,592	21,972	16,831	93,395
Human Resources & Risk Manager	1	Filled	125,139	21,972	37,163	184,274
						$1,131,062
Community Services/Cemetery District						
Community Services Director	1	Filled	141,157	21,972	43,699	206,829
Facilities Contract Specialist	1	Vacant	38,896	10,986	9,548	59,430
Management Analyst I/II	1	Filled	89,669	17,952	15,409	123,030
Maintenance Worker I/II	1	Filled	51,969	20,532	10,534	83,035
Maintenance Worker I/II	1	Filled	48,244	21,972	9,570	79,786
Maintenance Worker I/II	1	Vacant	11,495	5,493	3,295	20,283
Senior Maintenance Worker	1	Vacant	30,472	10,986	2,750	44,208
Administrative Assistant I/II	1	Filled	45,959	17,952	7,329	71,240
						$687,842
Community Development						
Community Development Director	1	Filled	203,960	20,532	61,383	285,875
Senior Planner	1	Filled	105,524	20,532	16,630	142,686
Intern II-Planning	1	Filled	24,350	12,744	1,504	38,598
Assistant Planner	1	Vacant	23,537	9,009	3,223	35,769
Chief Building Official	1	Filled	122,008	21,972	33,830	177,809
Building Inspector I/II	1	Vacant	35,277	10,986	8,497	54,760
Building Inspector I/II	1	Vacant	16,687	5,493	5,008	27,188
Senior Management Analyst - Building	1	Filled	100,488	17,952	13,306	131,746
Development Services Technician I/II	1	Filled	55,968	17,952	8,815	82,735
Code Enforcement Manager	1	Filled	100,319	21,972	32,274	154,564
Code Enforcement Supervisor	1	Filled	91,051	21,972	28,518	141,541
Code Enforcement Officer I/II	1	Filled	64,770	17,952	19,618	102,340
Senior Management Analyst - Code/OEM	1	Filled	76,710	21,972	24,105	122,787
						$1,498,400
Public Works Adminstration & Engineering						
Public Works Director/City Engineer	1	Filled	173,846	17,952	24,173	215,972
Senior Engineer/Engineering Division Manager - Land Use	1	Vacant	125,055	20,532	17,917	163,504
Senior Engineer/Engineering Division Manager - CIP	1	Vacant	62,525	10,986	6,872	80,383
Associate Engineer - Land Management	1	Filled	91,051	21,972	15,586	128,609
Associate Engineer - CIP	1	Filled	93,315	17,952	13,847	125,114
Development Services Technician I/II	1	Filled	51,376	21,972	8,024	81,372
Maintenance Manager	1	Vacant	37,886	10,986	4,021	52,893
Senior Maintenance Worker		Vacant				Unfunded
Maintenance Worker I/II - PW		Vacant				Unfunded
Maintenance Worker I/II - PW		Vacant				Unfunded
Maintenance Worker I/II - PW		Vacant				Unfunded
Public Works Inspector I/II	1	Filled	69,679	21,972	21,977	113,628
Public Works Inspector I/II		Vacant				Unfunded
Administrative Assistant I/II - PW/ENG	1	Vacant	19,047	21,972	4,078	45,096
Senior Management Analyst - Engineering	1	Filled	98,055	17,952	14,455	130,462
						$1,137,032
Total Authorized Positions:	51			**Total Budgeted Cost of Positions:**		$ 5,407,855

***Reclassification** ***Promotion** ***New**

City of Wildomar
Revenue Group Budget Report
Mid-Year Budget Report FY 2023/24
July 1st, 2023 to December 31st, 2023

Account Number		Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
100	General Fund						
3100	Sales & Use Tax	3,120,000	1,197,948	1,922,052	38%	-	3,120,000
3104	Pass-Through Property Tax	177,800	130,287	47,513	73%	-	177,800
3105	Property Tax-Secured	4,502,200	2,773,520	1,728,680	62%	-	4,502,200
3106	Property Tax-Unsecured	221,800	249,408	(27,608)	112%	27,700	249,500
3107	Property Tax-Prior Year	174,300	72,014	102,286	41%	-	174,300
3108	Property Tax-HOPTR	42,000	5,840	36,160	14%	-	42,000
3109	Property Tax-Supplemental, SBE	83,200	69,409	13,791	83%	-	83,200
3110	Real Property Transfer Tax	201,700	104,692	97,008	52%	-	201,700
3113	Property Tax-Misc Adjustments	1,100	742	358	67%	-	1,100
3120	Franchise Fee-Solid Waste	340,000	69,148	270,852	20%	-	340,000
3121	Franchise Fee-Electricity	400,000	-	400,000	0%	-	400,000
3122	Franchise Fee-Gas	115,000	-	115,000	0%	-	115,000
3123	Franchise Fee Cable-Charter	180,000	40,735	139,265	23%	-	180,000
3124	Franchise Fee-Telecomm-Frontier	100,000	14,370	85,630	14%	-	100,000
3200	Business Registration Fee	45,000	18,685	26,316	42%	-	45,000
3201	NPDES Inspection Fee	8,000	1,376	6,625	17%	-	8,000
3210	Planning Fee	1,000	473	527	47%	-	1,000
3215	Film Permits	1,000	-	1,000	0%	-	1,000
3220	Cannabis Application Fee	15,000	-	15,000	0%	-	15,000
3221	Cannabis Regulatory Fee	213,000	-	213,000	0%	-	213,000
3100	Cannabis Sales Tax	320,000	-	320,000	0%	-	320,000
3230	Develop/Engineering Permit Fee	15,000	1,399	13,601	9%	-	15,000
3235	Encroachment Permit	100,000	106,072	(6,072)	106%	40,000	140,000
3240	Building & Safety Fee	480,600	311,263	169,337	65%		480,600
3243	BSAF Admin Retention Revenue	500	-	500	0%	-	500
3244	MSHCP Admin Fee	5,000	2,646	2,354	53%	-	5,000
3250	Fire Fees	70,000	51,867	18,133	74%	-	70,000
3260	Private Development Fee - Planning	586,400	131,355	455,045	22%	-	586,400
3261	Development Engineering Fee	766,500	215,871	550,629	28%	-	766,500
3262	Private Development Fee - Building	401,100	119,293	281,807	30%	-	401,100
3268	Code Enforcement Revenue	35,000	6,950	28,050	20%	-	35,000
3270	Fines & Forfeitures	45,000	11,614	33,386	26%	-	45,000
3271	AMR Fines	20,000	-	20,000	0%	-	20,000
3300	Abandoned Property Registration	1,000	200	800	20%	-	1,000
3310	Public Safety Revenue	18,000	8,154	9,846	45%	-	18,000
3320	Special Event Revenue	13,000	3,133	9,867	24%	-	13,000
3321	Community Room Rental Fee	500	4,884	(4,384)	977%	7,500	8,000
3324	RTA Bus Pass	200	-	200	0%	-	200
3500	Motor Vehicle License Fee	43,000	-	43,000	0%	-	43,000
3501	Vehicle License Fee Replacement SB130	3,356,700	-	3,356,700	0%	-	3,356,700
3525	SB90 State Mandated Cost Reimb	20,000	78	19,922	0%	-	20,000
3535	County/Special Dist. Reimb.	16,000	-	16,000	0%	-	16,000
3650	Tenant Lease Revenue	-	8,438	(8,438)	0%	50,000	50,000
3800	Interest Income	200,000	220,442	(20,442)	110%	100,000	300,000
3801	Gain or Loss on Investment	-	115,685	(115,685)	0%	-	-
3803	NSF Fees	100	-	100	0%	-	100
3848	Breakfast with Santa	2,000	-	2,000	0%	-	2,000
3850	Miscellaneous Income	15,000	5,533	9,467	37%	-	15,000
3852	Sponsorships & Donations	-	24	(24)	0%	100	100
3900	Transfers In	375,200	-	375,200	0%	-	375,200
3903	DAERF Administrative Services Fees	300	-	300	0%	-	300
3955	Public Surplus Revenue	1,500	-	1,500	0%	-	1,500
	Total General Fund	**16,849,700**	**6,073,548**	**10,776,152**	**36%**	**225,300**	**17,075,000**
110	Development Agreement						
3222	Cannabis Development Agreement Fee	950,000	32,547	917,453	3%	-	950,000
3800	Interest Income	5,000	5,803	(803)	116%	5,000	10,000
3801	Gain or Loss on Investment	-	9,328	(9,328)	0%	-	-
	Total Development Agreement	955,000	47,678	916,650	5%	5,000	960,000

City of Wildomar
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July 1st, 2023 to December 31st, 2023

Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
115 ARPA Fund						
3800 Interest Income	6,060,000	137,312	5,922,689	2%		6,060,000
Total ARPA Fund	6,060,000	137,312	5,922,689	2%	-	6,060,000
120 Measure AA Fund						
3100 Sales & Use Tax	5,404,700	2,214,594	3,190,106	41%	-	5,404,700
3580 Developer Payment	-	4,600	(4,600)		4,600	4,600
3800 Interest Income	150,000	104,196	45,804	69%	-	150,000
3801 Gain or Loss on Investment	-	117,974	(117,974)		-	-
Total Measure AA Fund	5,554,700	2,441,364	3,113,336	44%	4,600	5,559,300
125 General Plan Update Fund						
3900 Transfers In	200,000	-	200,000		-	200,000
Total General Plan Update Fund	200,000	-	200,000	0%	-	200,000
200 Gas Tax						
3503 Gas Tax 2103	340,200	183,780	156,420	54%	-	340,200
3505 Gas Tax 2105	230,400	111,392	119,008	48%	-	230,400
3506 Gas Tax 2106	147,400	72,889	74,511	49%	-	147,400
3507 Gas Tax 2107	276,400	154,898	121,502	56%	-	276,400
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3580 Developer Reimbursement	-	6,693	(6,693)	0%	6,700	6,700
Total Gas Tax	1,000,400	535,651	464,749	54%	6,700	1,007,100
201 Measure A						
3520 Measure A Revenue	1,052,500	396,252	656,248	38%	-	1,052,500
3800 Interest Income	500	-	500	0%	-	500
Total Measure A	1,053,000	396,252	656,748	38%	-	1,053,000
203 TDA Fund						
3524 TDA Article 3 Rev	300,000	-	300,000	0%	-	300,000
Total TDA Fund	300,000	-	300,000	0%	-	300,000
210 AQMD						
3510 AQMD-AB2766	48,000	12,922	35,078	27%	-	48,000
Total AQMD	48,000	12,922	35,078	27%	-	48,000
212 Waste Services						
3120 Franchise Fees-Solid Waste	50,000	-	50,000	0%	-	50,000
3131 Street Sweeping Mitigation Fee	150,000	-	150,000	0%	-	150,000
3800 Interest Income	15,000	12,023	2,977	80%	12,000	27,000
3801 Gain or Loss on Investment	-	19,348	(19,348)	0%	-	-
Total Waste Services	215,000	31,372	183,628	15%	12,000	227,000
219 CFD 2022-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	-	-	-	0%	-	-
Total CFD 2022-1 Special Tax B	-	-	-	0%	-	-

City of Wildomar
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Account Number		Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
220	CFD 2022-1						
3551	Special Assessment Tax A - Maintenance	-	8,871	(8,871)	0%	8,900	8,900
3552	Special Assessment Tax B - Public Safety	69,400	49,462	19,938	71%	-	69,400
3573	Special Assessment Tax - Zone 0	6,300	-	6,300	0%	-	6,300
3574	Special Assessment Tax - Zone 1	35,200	17,954	17,246	51%	-	35,200
3575	Special Assessment Tax - Zone 2	10,700	17,265	(6,565)	161%	6,600	17,300
3577	Special Assessment Tax - Zone 4	-	14,528	(14,528)	0%	14,600	14,600
	Total CFD 2022-1	121,600	108,081	13,519	89%	30,100	151,700
221	CFD 2022-2						
3551	Special Assessment Tax A - Maintenance	37,900	66,514	(28,614)	175%	28,700	66,600
	Total CFD 2022-2	37,900	66,514	(28,614)	175%	28,700	66,600
222	CFD 2013-1 Zone 24						
3551	Special Assessment Tax - Zone 24	61,700	36,789	24,911	60%	-	61,700
	Total CFD 2013-1	61,700	36,789	24,911	60%	-	61,700
223	CFD 2022-3						
3551	Special Assessment Tax A - Maintenance	79,000	125,522	(46,522)	159%	46,600	125,600
	Total CFD 2022-3	79,000	125,522	(46,522)	159%	46,600	125,600
224	CFD 2023-1						
3551	Special Assessment Tax A - Maintenance	7,500	-	7,500	0%	-	7,500
	Total CFD 2023-1	7,500	-	7,500	0%	-	7,500
251	LLMD 89-1C						
3800	Interest Income	1,200	-	1,200	0%	-	1,200
8181	Zone 181 Special Assessment	27,400	13,916	13,484	51%	-	27,400
8803	Zone 3 Special Assessment	107,700	55,343	52,357	51%	-	107,700
8818	Zone 18 STL Special Assessment	1,000	895	105	89%	-	1,000
8826	Zone 26 STL Special Assessment	1,400	595	805	42%	-	1,400
8827	Zone 27 STL Special Assessment	1,600	685	915	43%	-	1,600
8829	Zone 29 Special Assessment	1,200	563	637	47%	-	1,200
8830	Zone 30 Special Assessment	35,100	19,546	15,554	56%	-	35,100
8835	Zone 35 STL Special Assessment	100	-	100	0%	-	100
8842	Zone 42 Special Assessment	37,200	19,919	17,281	54%	-	37,200
8850	Zone 50 STL Special Assessment	400	93	307	23%	-	400
8851	Zone 51 Special Assessment	9,600	4,862	4,738	51%	-	9,600
8852	Zone 52 Special Assessment	71,000	37,881	33,119	53%	-	71,000
8859	Zone 59 Special Assessment	6,100	3,003	3,097	49%	-	6,100
8862	Zone 62 Special Assessment	19,000	9,767	9,233	51%	-	19,000
8867	Zone 67 Special Assessment	8,200	4,184	4,016	51%	-	8,200
8870	Zone 70 STL Special Assessment	1,500	818	682	55%	-	1,500
8871	Zone 71 Special Assessment	12,800	6,536	6,264	51%	-	12,800
8872	Zone 71 Spec. Assess-Lighting	500	165	335	33%	-	500
8873	Zone 73 STL Special Assessment	1,000	402	598	40%	-	1,000
	Total LLMD 89-1C	344,000	179,172	164,828	52%	-	344,000
252	CSA-22						
3550	Special Assessment	31,600	16,108	15,492	51%	-	31,600
	Total CSA-22	31,600	16,108	15,492	51%	-	31,600

City of Wildomar
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Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
253 CSA-103						
3557 Special Assessment - Street Lights	155,000	79,697	75,303	51%	-	155,000
3558 Special Assessment - Landscape	22,600	11,399	11,201	50%	-	22,600
Total CSA-103	177,600	91,096	86,504	51%	-	177,600
254 CSA-142						
3550 Special Assessment	37,900	19,832	18,068	52%	-	37,900
Total CSA-142	37,900	19,832	18,068	52%	-	37,900
255 Measure Z Park						
3320 Special Event Revenue	-	-	-	0%	-	-
3550 Special Assessment	404,000	190,228	213,772	47%	-	404,000
3553 Marna O'Brien Park-Facility Rent	12,000	6,320	5,680	53%	-	12,000
3555 Windsong Park-Facility Rent	100	15	85	15%	-	100
3800 Interest Income	100	-	100	0%	-	100
Total Measure Z Park	416,200	196,563	219,637	47%	-	416,200
259 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	41,950	47,350	47%	-	89,300
Total CFD 2017-1	89,300	41,950	47,350	47%	-	89,300
260 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	37,400	19,729	17,671	53%	-	37,400
3552 Special Assessment Tax - Zone 2	23,500	12,471	11,029	53%	-	23,500
Total CFD 2013-1	60,900	32,201	28,699	53%	-	60,900
261 CFD 2013-1 Zn 3						
3551 Special Assessment Tax A- Maintenance	69,200	35,320	33,880	51%	-	69,200
Total CFD 2013-1 Annex 1 Zn 3	69,200	35,320	33,880	51%	-	69,200
262 CFD 2013-1 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	40	260	13%	-	300
Total CFD 2013-1 Annex 2 Zn 4	300	40	260	13%	-	300
263 CFD 2013-1 Zn5						
3551 Special Assessment Tax A- Maintenance	45,700	24,014	21,686	53%	-	45,700
Total CFD 2013-1 Annex 3 Zn5	45,700	24,014	21,686	53%	-	45,700
266 CFD 2013-1 Zn8						
3551 Special Assessment Tax A- Maintenance	10,000	5,011	4,989	50%	-	10,000
Total CFD 2013-1 Annex 6 Zn8	10,000	5,011	4,989	50%	-	10,000
267 CFD 2013-1 Zn9						
3551 Special Assessment Tax A- Maintenance	12,500	6,290	6,210	50%	-	12,500
Total CFD 2013-1 Annex 7 Zn9	12,500	6,290	6,210	50%	-	12,500
268 CFD 2013-1 Zn10						
3551 Special Assessment Tax A- Maintenance	49,400	25,672	23,728	52%	-	49,400
Total CFD 2013-1 Annex 8 Zn10	49,400	25,672	23,728	52%	-	49,400

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Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	175,300	101,951	73,349	58%	-	175,300
Total CFD 2013-1 Special Tax B	175,300	101,951	73,349	58%	-	175,300
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	18,900	9,572	9,328	51%	-	18,900
Total CFD 2013-1 Zn11	18,900	9,572	9,328	51%	-	18,900
271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,300	550	750	42%		1,300
Total CFD 2013-1 Zn13	1,300	550	750	42%	-	1,300
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	7,700	7,788	(88)	101%	100	7,800
Total CFD 2013-1 Zn14	7,700	7,788	(88)	101%	100	7,800
273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	18,500	9,399	9,101	51%	-	18,500
Total CFD 2013-1 Zn15	18,500	9,399	9,101	51%	-	18,500
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	5,600	2,767	2,833	49%		5,600
Total CFD 2013-1 Zn16	5,600	2,767	2,833	49%	-	5,600
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	21,700	14,375	7,325	66%	-	21,700
Total CFD 2013-1 Zn18	21,700	14,375	7,325	66%	-	21,700
277 CFD 2013-1 Zn19						
3551 Special Assessment Tax A- Maintenance	88,000	46,259	41,741	53%	-	88,000
Total CFD 2013-1 Zn19	88,000	46,259	41,741	53%	-	88,000
279 CFD 2013-1 Zn21						
3551 Special Assessment Tax A- Maintenance	2,700	1,274	1,426	47%	-	2,700
Total CFD 2013-1 Zn21	2,700	1,274	1,426	47%	-	2,700
280 Grants						
3540 Grant Revenue	86,200	71,975	14,225	83%		86,200
Total Grants	86,200	71,975	14,225	83%	-	86,200
281 SLESF						
3521 SLESF Revenue	162,000	33,333	128,667	21%	-	162,000
Total SLESF	162,000	33,333	128,667	21%	-	162,000
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	40,000	8,147	31,853	20%		40,000
Total PEG	40,000	8,147	31,853	20%	-	40,000

City of Wildomar
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Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	175,100	-	175,100	0%	-	175,100
3800 Interest Income	1,500	-	1,500	0%	-	1,500
Total Streetlight	176,600	-	176,600	0%	-	176,600
300 Cemetery						
3104 RPTTF Redevelopment Property Tax	21,800	19,113	2,687	88%	-	21,800
3105 Property Tax-Secured	529,800	347,520	182,280	66%	-	529,800
3106 Property Tax-Unsecured	26,400	31,097	(4,697)	118%	4,700	31,100
3107 Property Tax-Prior Year	4,700	8,894	(4,194)	189%	4,200	8,900
3108 Property Tax-HOPTR	5,500	728	4,772	13%	-	5,500
3109 Property Tax-Supplemental, SBE	14,000	8,676	5,324	62%	-	14,000
3111 Property Tax-Teeter	10,200	-	10,200	0%	-	10,200
3113 Property Tax-Misc Adjustments	200	91	109	46%	-	200
3800 Interest Income	5,000	12,023	(7,023)	240%	15,000	20,000
3801 Gain or Loss on Investment	-	19,348	(19,348)	0%	-	-
4100 Cemetery - Plots	60,000	34,203	25,797	57%	-	60,000
4101 Cemetery - Vaults	10,000	5,265	4,735	53%	-	10,000
4102 Cemetery - Niche Walls	3,600	1,421	2,179	39%	-	3,600
4103 Cemetery - Open/Close	25,000	14,054	10,946	56%	-	25,000
4104 Cemetery - Setting fees	5,000	3,203	1,797	64%	-	5,000
4105 Cemetery - Out of District	9,000	5,680	3,320	63%	-	9,000
4106 Cemetery - Vases	2,500	1,425	1,075	57%	-	2,500
4107 Saturday Service Fees	1,200	853	347	71%	-	1,200
Total Cemetery	734,000	513,595	220,405	70%	23,900	757,900
301 Cemetery Endowment						
3536 Endowment	48,000	27,416	20,584	57%	-	48,000
3800 Interest Income	4,000	10,764	(6,764)	269%	16,000	20,000
Total Cemetery Endowment	52,000	38,180	13,820	73%	16,000	68,000
302 Cemetery CIP						
3900 Transfer In	100,000	-	100,000	0%	-	100,000
Total Cemetery CIP	100,000	-	100,000	0%	-	100,000
410 Admin DIF						
3561 DIF-Single Family Residence	6,900	163	6,737	2%	-	6,900
3562 DIF-Multi-Family Residential	-	736	(736)	0%	2,000	2,000
3563 DIF-Commercial	2,000	-	2,000	0%	-	2,000
Total Admin DIF	8,900	899	8,001	10%	2,000	10,900
420 Public Facilities DIF						
3561 DIF-Single Family Residence	52,500	12,565	39,936	24%		52,500
3562 DIF-Multi-Family Residential	-	143,042	(143,042)	0%	143,100	143,100
3563 DIF-Commercial	15,000	616	14,384	4%	-	15,000
Total Public Facilities DIF	67,500	156,223	(88,723)	231%	143,100	210,600
421 Police DIF						
3561 DIF-Single Family Residence	37,500	7,440	30,061	20%		37,500
3562 DIF-Multi-Family Residential	-	84,610	(84,610)	0%	84,700	84,700
3563 DIF-Commercial	7,500	393	7,107	5%	-	7,500
Total Police DIF	45,000	92,443	(47,443)	205%	84,700	129,700

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422 Animal Shelter DIF						
3561 DIF-Single Family Residence	37,500	8,125	29,375	22%	-	37,500
3562 DIF-Multi-Family Residential	-	92,560	(92,560)	0%	92,600	92,600
Total Animal Shelter DIF	37,500	100,685	(63,185)	268%	92,600	130,100
423 Corp Yard DIF						
3561 DIF-Single Family Residence	12,000	2,590	9,410	22%	-	12,000
3562 DIF-Multi-Family Residential	-	29,476	(29,476)	0%	29,500	29,500
3563 DIF-Commercial	3,000	144	2,856	5%	-	3,000
Total Corp Yard DIF	15,000	32,210	(17,210)	215%	29,500	44,500
430 Fire Facilities DIF						
3561 DIF-Single Family Residence	67,500	14,401	53,099	21%	-	67,500
3562 DIF-Multi-Family Residential	-	162,131	(162,131)	0%	162,200	162,200
3563 DIF-Commercial	12,000	717	11,283	6%	-	12,000
Total Fire Facilities DIF	79,500	177,249	(97,749)	223%	162,200	241,700
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	450,000	101,505	348,496	23%	-	450,000
3562 DIF-Multi-Family Residential	-	1,140,162	(1,140,162)	0%	1,140,200	1,140,200
3563 DIF-Commercial	420,000	28,813	391,187	7%	-	420,000
3564 DIF-Industrial	-	-	-	0%	-	-
3565 DIF-Office	-	-	-	0%	-	-
3800 Interest Income	-	30,347	(30,347)	0%	60,000	60,000
3801 Gain or Loss on Investment	-	48,992	(48,992)	0%	-	-
3900 Transfers In	-	-	-	0%	-	-
Total Trans-Roads DIF	870,000	1,349,818	(479,818)	155%	1,200,200	2,070,200
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	52,500	13,137	39,363	25%	-	52,500
3562 DIF-Multi-Family Residential	-	147,722	(147,722)	0%	147,800	147,800
3563 DIF-Commercial	60,000	3,027	56,973	5%	-	60,000
Total Trans-Signals DIF	112,500	163,886	(51,386)	146%	147,800	260,300
451 Drainage DIF						
3561 DIF-Single Family Residence	225,000	47,382	177,618	21%	-	225,000
3562 DIF-Multi-Family Residential	-	456,344	(456,344)	0%	456,400	456,400
3563 DIF-Commercial	60,000	8,814	51,186	15%	-	60,000
Total Drainage DIF	285,000	512,540	(227,540)	180%	456,400	741,400
460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	75,000	19,703	55,298	26%	-	75,000
3562 DIF-Multi-Family Residential	-	222,363	(222,363)	0%	222,400	222,400
Total Park Land Acquisition DIF	75,000	242,066	(167,066)	323%	222,400	297,400
461 Park Improvements DIF						
3561 DIF-Single Family Residence	510,000	131,359	378,641	26%	-	510,000
3562 DIF-Multi-Family Residential	-	1,465,082	(1,465,082)	0%	1,465,100	1,465,100
3563 DIF-Commercial	-	-	-	0%	-	-
3564 DIF-Industrial	-	-	-	0%	-	-
3800 Interest Income	-	39,721	(39,721)	0%	70,000	70,000
3900 Transfers In	-	-	-	0%	-	-
Total Park Improvements DIF	510,000	1,636,162	(1,126,162)	321%	1,535,100	2,045,100

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470 Community Ctr DIF						
3561 DIF-Single Family Residence	55,800	15,550	40,250	28%	-	55,800
3562 DIF-Multi-Family Residential	-	177,109	(177,109)	0%	177,200	177,200
Total Community Ctr DIF	55,800	192,659	(136,859)	345%	177,200	233,000
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	88,700	25,080	63,621	28%	-	88,700
3562 DIF-Multi-Family Residential	-	281,226	(281,226)	0%	281,300	281,300
3563 DIF-Commercial	20,700	2,705	17,995	13%	-	20,700
Total Multipurpose Trails DIF	109,400	309,010	(199,610)	282%	281,300	390,700
500 RMRA Capital Projects						
3540 RMRA Revenue	889,800	371,182	518,618	42%		889,800
Total RMRA Capital Projects	889,800	371,182	518,618	42%	-	889,800
501 Capital Reinvestment						
3541 EVMWD Reimb. Payments	59,300	-	59,300	0%	-	59,300
3900 Transfer In	200,000	-	200,000	0%	-	200,000
Total Capital Reinvestment	259,300	-	259,300	0%	-	259,300
502 RCFC Fund						
3540 Grant Revenue	223,500	-	223,500	0%		223,500
Total RCFC	223,500	-	223,500	0%	-	223,500
503 TUMF Fund						
3540 Grant Revenue	12,064,300	1,209,018	10,855,282	10%	-	12,064,300
Total TUMF	12,064,300	1,209,018	10,855,282	10%	-	12,064,300
505 MSRC Fund						
3540 Grant Revenue	25,000	-	25,000	0%		25,000
Total MSRC	25,000	-	25,000	0%	-	25,000
506 HSIP Fund						
3540 Grant Revenue	16,900	-	16,900	0%	-	16,900
3900 Transfers In	65,000	-	65,000	0%	-	65,000
Total HSIP	81,900	-	81,900	0%	-	81,900
507 Misc State Funded Projects						
3540 Grant Revenue	524,900	-	524,900	0%		524,900
Total Misc State Funded Projects	524,900	-	524,900	0%	-	524,900
508 Local Capital grants-Misc						
3540 Grant Revenue	3,516,000	-	3,516,000	0%	-	3,516,000
Total Local Capital Grants-Misc	3,516,000	-	3,516,000	0%	-	3,516,000
Total	**$ 55,434,400**	**$ 18,091,487**	**$ 37,352,241**	**33%**	**4,933,500**	**60,367,900**

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Fund	Budget	6 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
General Fund						
100 General Fund						
General Government						
City Council	$ 306,300	$ 73,214	$ 233,086	24%	$ -	$ 306,300
City Manager	479,900	146,050	333,850	30%	-	479,900
City Clerk	339,800	127,169	212,631	37%	-	339,800
City Attorney	296,700	111,776	184,924	38%	(60,000)	236,700
Economic Development	342,200	141,182	201,018	41%	-	342,200
Administrative Services	1,025,100	351,756	673,345	34%	-	1,025,100
Human Resources	260,400	110,447	149,953	42%	60,000	320,400
IT Services	344,000	198,155	145,845	58%	-	344,000
Community Services	306,500	113,243	193,257	37%	-	306,500
O'Brien Park	2,500	-	2,500	0%	-	2,500
Heritage Park	-	-	-	0%	-	-
Windsong Park	-	-	-	0%	-	-
Ball Fields	25,400	3,168	22,232	12%	-	25,400
Malaga Park	-	-	-	0%	-	-
11 Acre Park	1,200	600	600	50%	-	1,200
27 Acre Park	5,000	1,600	-	32%	-	5,000
20 Acre Park	-	-	-	0%	6,000	6,000
Non-Departmental/Facilities	977,100	586,641	390,459	60%	-	977,100
General Government Total	**4,712,100**	**1,964,999**	**2,747,101**	**42%**	**6,000**	**4,718,100**
Community Development						
Community Development Administration	86,600	34,454	52,146	40%	-	86,600
Planning Commission	13,400	1,274	12,126	10%	-	13,400
Building and Safety	680,500	280,625	399,875	41%	-	680,500
Planning	737,400	287,051	450,349	39%	-	737,400
Private Development	-	-	-	0%		-
Development Engineering	565,300	233,644	331,656	41%	-	565,300
Cannabis Compliance	51,100	11,677	39,423	23%	-	51,100
Code Enforcement	569,900	163,300	406,600	29%	-	569,900
Community Development Total	**2,704,200**	**1,012,024**	**1,692,176**	**37%**	**-**	**2,704,200**
Public Works/Engineering	**558,500**	**124,444**	**434,056**	**22%**	**-**	**558,500**
Public Safety						
Office of Emergency Mgmt	23,000	10,610	12,390	46%	-	23,000
Police	5,431,100	831,503	4,599,597	15%	-	5,431,100
Fire	2,982,200	12,400	2,969,800	0%	-	2,982,200
Animal Control	423,600	278,081	145,519	66%	-	423,600
Public Safety Total	**8,859,900**	**1,132,593**	**7,727,307**	**13%**	**-**	**8,859,900**
100 General Fund Total	**16,834,700**	**4,234,060.46**	**12,600,640**	**25%**	**$ 6,000**	**16,840,700**
115 American Rescue Plan Act						
General Government	6,392,000	5,269,783	1,122,217	82%	-	6,392,000
Total ARPA	**6,392,000**	**5,269,783**	**1,122,217**	82%	**-**	**6,392,000**

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Fund	*Budget*	*6 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
120 Measure AA						
Public Works/Engineering	647,600	224,357	423,243	35%	27,100	674,700
Local Road Safety Plan CIP051	50,000	157	49,843	0%	-	50,000
Pavement Rehabilitation Program CIP057	1,850,000	1,098,378	751,622	59%	-	1,850,000
Right-of-Way Enhancement Program CIP066	100,000	-	100,000	0%	-	100,000
Interim Field Operations Center CIP098	350,000	-	350,000	0%	-	350,000
Palomar Widening CIP028-2	730,800	-	730,800	0%	-	730,800
Auditing/Admin Services	11,100	5,417	5,683	49%	-	11,100
City Clerk	13,100	3,751	9,349	29%	-	13,100
Bundy Canyon/Scott Road Widening	-	1,820	(1,820)	0%	-	-
Slurry Seal CIP058	1,350,000	1,135,184		84%	-	1,350,000
Code Enforcement	243,400	65,034	178,366	27%	-	243,400
Police	980,400	524,051	456,349	53%	-	980,400
Fire	1,736,200	455	1,735,745	0%		1,736,200
Community Services-Homeless Program	-	1,328	(1,328)	0%	1,400	1,400
Total Measure AA	**8,062,600**	**3,059,931**	**4,787,853**	38%	**28,500**	**8,091,100**
125 General Plan Update						
General Plan Update	950,000	356,260	593,740	38%	-	950,000
Total General Plan Update	**950,000**	**356,260**	**593,740**	38%	**-**	**950,000**
All General Funds Total:	**32,239,300**	**12,920,034**	**19,104,450**	**40%**	**34,500**	**32,273,800**

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Fund	*Budget*	*6 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
Non-General Funds						
200-GAS TAX						
Public Works/Engineering	1,134,300	350,100	784,200	31%	-	1,134,300
Total Gas Tax	**1,134,300**	**350,100**	**784,200**	**31%**	**-**	**1,134,300**
201-MEASURE A						
Public Works/Engineering	546,100	147,078	399,022	27%	-	546,100
Bundy Canyon/Scott Rd Widen CIP26	800	115	685	14%	-	800
Palomar Widening Ph II CIP028	110,000	6,172	103,828	6%	-	110,000
Wildomar Channel Trail Gates CIP043	15,000	-	15,000	0%	-	15,000
Pavement Management Program CIP050	100,000	-	100,000	0%	-	100,000
Local Road Safety Program CIP051	50,000	58	49,942	0%	-	50,000
Pavement Rehab Program CIP057	91,100	74,586	16,514	82%	-	91,100
Sedco Sidewalk Improvement	15,000	-	15,000	0%	-	15,000
Line C Basin CIP063	48,500	1,589	46,911	3%	-	48,500
Right-of-Way Enhancement Program CIP066	25,000	-	25,000	0%	-	25,000
Sedco MDP Storm Drain CIP086	10,000	-	10,000	0%	-	10,000
Bundy Canyo Traffic Circle CIP088	115,000	-	115,000	0%	-	115,000
Traffic Signal Retrofits & Upgrd. CIP089	107,500	980	106,521	1%	-	107,500
Sedco Boulevard Roadway Safety Program CIP096	100,000			0%	-	100,000
Total Measure A	**1,334,000**	**230,578**	**1,003,422**	**17%**	**-**	**1,334,000**
210 AQMD						
Public Works/Engineering	51,900	4,500	47,400	9%	-	51,900
Right-of-Way Enhancement Program CIP066	-	-	-			-
Total AQMD	**51,900**	**4,500**	**47,400**	9%	**-**	**51,900**
212 WASTE SERVICES						
Public Works	90,300	44,688	45,612	49%	-	90,300
General Government	10,300	7,377	2,923	72%	-	10,300
Total Waste Services	**100,600**	**52,066**	**48,535**	52%	**-**	**100,600**
220 CFD 2022-1 Special Tax A						
Public Works/Engineering	117,400	2,201	115,199	2%	-	117,400
Total CFD 2022-1	**117,400**	**2,201**	**115,199**	2%	**-**	**117,400**
221 CFD 2022-2 Special Tax A						
Public Works/Engineering	5,000	2,083	2,917	42%	-	5,000
Total CFD 2022-2	**5,000**	**2,083**	**2,917**	42%	**-**	**5,000**
222 CFD 2013-1 Zone 24						
Public Works/Engineering	53,700	-	53,700	0%	-	53,700
Total CFD 2013-1 Zn 24	**53,700**	**-**	**53,700**	0%	**-**	**53,700**
223 CFD 2022-3						
Public Works/Engineering	5,000	2,083	2,917	42%	-	5,000
Total CFD 2022-3	**5,000**	**2,083**	**2,917**	42%	**-**	**5,000**
224 CFD 2023-1						
Public Works/Engineering	7,500	13,540	(6,040)	181%	6,100	13,600
Total CFD 2023-1	**7,500**	**13,540**	**(6,040)**	181%	**6,100**	**13,600**

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251 LLMD 89-1C						
Public Works/Engineering Streetlights	67,300	25,921	41,379	39%	4,600	71,900
General Government	200	335	(135)	168%	-	200
Zone 3 Landscaping	148,200	66,350	81,850	45%	-	148,200
Zone 18	700	-	700	0%	-	700
Zone 26	800	-	800	0%	-	800
Zone 27	1,500	261	1,239	17%	-	1,500
Zone 29	2,300	696	1,604	30%	-	2,300
Zone 30	14,000	7,168	6,832	51%	-	14,000
Zone 35	400	-	400	0%	-	400
Zone 42	31,000	14,823	16,177	48%	-	31,000
Zone 50	400	-	400	0%	-	400
Zone 51	6,700	2,372	4,328	35%	-	6,700
Zone 52	18,400	2,263	16,137	12%	-	18,400
Zone 59 Streetlights	700	222	478	32%	-	700
Zone 59 Landscape	3,200	-	3,200	0%	-	3,200
Zone 62	11,600	1,183	10,417	10%	-	11,600
Zone 67	4,300	985	3,315	23%	-	4,300
Zone 70	800	69	731	9%	-	800
Zone 71 Streetlights	600	-	600	0%	-	600
Zone 71 Landscape	10,400	1,613	8,787	16%	-	10,400
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 181 Streetlights	1,700	365	1,335	21%	-	1,700
Zone 181 Landscape	20,500	504	19,996	2%	-	20,500
CIP0100 Maintenance District Enhancement Project	281,400	6,443	274,957	2%	-	281,400
CIP091 Catch Basin Retrofit Project	385,100	-	385,100	0%	-	385,100
LLMD 89-1C Total	**1,012,700**	**131,575**	**881,125**	**13%**	**4,600**	**1,017,300**
252 CSA-22						
Street Lights	44,000	7,805	36,195	18%	-	44,000
CSA-22	**44,000**	**7,805**	**36,195**	**18%**	**-**	**44,000**
253 - CSA 103						
Landscape & Drainage	20,900	5,083	15,817	24%	-	20,900
CIP0100 Maintenance District Enhancement Project	13,400	307			-	
Street Lights	170,200	27,427	142,773	16%	-	170,200
CSA-103	**204,500**	**32,817**	**171,683**	**16%**	**-**	**204,500**
254 - CSA 142						
Public Works	1,500	-	1,500	0%	-	1,500
Street Lights	29,800	4,330	25,470	15%	-	29,800
CSA-142	**31,300**	**4,330**	**26,970**	**14%**	**-**	**31,300**
255 Measure Z - Parks						
Community Services	88,900	34,017	54,883	38%	-	88,900
O'Brien Park	164,700	109,004	55,696	66%	-	164,700
Heritage Park	58,100	24,162	33,938	42%	-	58,100
Windsong Park	56,600	36,810	19,790	65%	-	56,600
Malaga Park	12,900	6,502	6,398	50%	-	12,900
Total Measure Z Park	**381,200**	**210,495**	**170,705**	**55%**	**-**	**381,200**

CITY OF WILDOMAR
Expenditure Status Report
Mid-Year FY2023-24
July 1, 2023 to December 31, 2023

Fund		Budget	6 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
CFD's							
259	CFD 20171 DIF Deferral	83,800	1,458	82,342	2%	-	83,800
260	CFD 2013-1 Maintenance	64,900	26,623	38,277	41%	-	64,900
261	CFD 2013-1 Annex 1 Zone 3	72,600	10,328	62,272	14%	-	72,600
262	CFD 2013-1 Annex 2 Zone 4	1,900	698	1,202	37%	-	1,900
263	CFD 2013-1 Annex 3 Zone 5	53,500	10,503	42,997	20%	-	53,500
266	CFD 2013-1 Annex 6 Zone 8	9,300	208	9,092	2%	-	9,300
267	CFD 2013-1 Annex 7 Zone 9	11,600	-	11,600	0%	-	11,600
268	CFD 2013-1 Annex 8 Zone 10	40,600	-	40,600	0%	-	40,600
269	CFD 2013-1 Spec Tax B	162,900	-	162,900	0%	-	162,900
270	CFD 2013-1 Zone 11	14,800	114	14,686	1%	-	14,800
271	CFD 2013-1 Zone 13	1,300	-	1,300	0%	-	1,300
272	CFD 2013-1 Zone 14	7,200	-	7,200	0%	-	7,200
273	CFD 2013-1 Zone 15	15,400	-	15,400	0%	-	15,400
274	CFD 2013-1 Zone 16	5,300	-	5,300	0%	-	5,300
276	CFD 2013-1 Zone 18	20,500	-	20,500	0%	-	20,500
277	CFD 2013-1 Zone 19	77,000	1,018	75,982	1%	-	77,000
279	CFD 2013-1 Zone 21	2,800		2,800	0%	-	2,800
	Total CFD's	**645,400**	**50,951**	**594,449**	**8%**	**-**	**645,400**
280-Grants							
280-992	CalRecycle SB1383 Grant	50,000	-	50,000	0%	-	50,000
280-962	CalRecycle CCPP Grant	10,000	-	10,000	0%	-	10,000
280-990	Multi-Family Design Guidelines	-	3,901	(3,901)	0%	-	-
	Total Grants	**60,000**	**3,901**	**56,099**	7%	**-**	**60,000**
281-SLESF-COPS Grant		161,300	-	161,300	0%	-	161,300
	SLESF	**161,300**	**-**	**161,300**	0%	**-**	**161,300**
283 PEG Grant							
	Services and Equipment	36,800	12,179	24,621	33%	-	36,800
	Total PEG Grant	**36,800**	**12,179**	**24,621**	33%	**-**	**36,800**
284 Streetlight							
	Public Works	175,600	(1,000)	176,600	-1%	-	175,600
	Total Streetlight Fund	**175,600**	**(1,000)**	**176,600**	-1%	**-**	**175,600**
300 Cemetery		1,126,500	302,896	823,604	27%	-	1,126,500
	Cemetery	**1,126,500**	**302,896**	**823,604**	27%	**-**	**1,126,500**
302-Cemetery Capital Improvement Projects							
	Cemetery Frontage Improvements CIP067-1	700,000	11,010	688,990	2%	-	700,000
	Cemetery CIP	**700,000**	**11,010**	**688,990**	2%	**-**	**700,000**
422-Animal Shelter DIF		124,900	124,830	70	100%	-	124,900
	Total Animal Shelter DIF	**124,900**	**124,830**	**70**	100%	**-**	**124,900**
440-Trans-Road DIF		2,897,100	723	2,896,377	0%	-	2,897,100
	Total Trans - Road DIF	**2,897,100**	**723**	**2,896,377**	0%	**-**	**2,897,100**
450- Trans -Signals DIF							
	Bundy Canyon/Orchard St. Traffic Signal CIP075	15,000	-	15,000	0%	-	15,000
	Bundy/Almond Traffic Circle CIP076	15,000	-	15,000	0%	-	15,000
	Total Trans - Signals DIF	**30,000**	**-**	**30,000**	0%	**-**	**30,000**
451- Drainage DIF							
	Wildomar Channel/McVicar Crossing CIP073	282,700	-	282,700	0%	-	282,700
	Total Drainage DIF	**282,700**	**-**	**282,700**	0%	**-**	**282,700**

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Fund		Budget	6 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
460-Park Land Acquisition DIF							
	Park Purchase	50,000	775	49,225	2%	-	50,000
	Total Park Land Acquisition DIF	**50,000**	**775**	**49,225**	2%	**-**	**50,000**
461- Park Improvements DIF							
	Marna O'Brien Park	15,000	-	15,000	0%	-	15,000
	New 20 Acre Park CIP099	500,000	39,757	460,243		-	500,000
	New 27 Acre Park	178,000	81,787	96,213	46%	-	178,000
	Total Park Improvement DIF	**693,000**	**121,544**	**571,456**	18%	**-**	**693,000**
490-Library DIF		13,700	-	13,700	0%	-	13,700
	Total Library DIF	**13,700**	**-**	**13,700**	0%	**-**	**13,700**
500-RMRA Capital Projects							
500-057	Pavement Rehab Program CIP057	2,059,000	1,442,695	616,305	70%	-	2,059,000
	Total RMRA Capital Projects	**2,059,000**	**1,442,695**	**616,305**	70%	**-**	**2,059,000**
501-Capital Reinvestment							
501-073	Wildomar Channel/McVicar Crossing CIP073	611,800	-	-	0%	-	611,800
501-909	Bundy Canyon EVMWD Reimbursement	-	42,510	-	0%	-	-
	Total Capital Reinvestment	**611,800**	**42,510**	**569,290**	7%	**-**	**611,800**
503-Transformation Uniform Mitigation Fee (TUMF) - Local							
503-001	Palomar/Clinton Keith Bike Path CIP059	-	11,081	(11,081)	0%	-	-
503-909	Bundy Canyon/Scott Rd Widen CIP026	5,775,000	647,786	5,127,214	11%	-	5,775,000
503-070	Bundy Canyon/I-15 Interchange Study CIP070	500,000	426	499,574	0%	-	500,000
503-074	Baxter Rd/I-15 Interchange Study CIP074	500,000	347	499,653	0%	-	500,000
503-090	Bundy Canyon West - Widen & ATP CIP090	85,000	-	85,000	0%	-	85,000
503-092	Bundy Canyon Widening Sidewalks CIP092	225,000	-	225,000	0%	-	225,000
503-912	Palomar Widening CIP028	3,113,300	564,089	2,549,211	18%	-	3,113,300
503-913	Clinton Keith Widen CIP025	2,366,000	42,432	2,323,568	2%	-	2,366,000
	Total TUMF	**12,564,300**	**1,266,160**	**11,298,140**	10%	**-**	**12,564,300**
505-Mobile Source Air Pollution Reduction Review Committee (MSRC) - State							
505-057	Pavement Management Program CIP057	50,000	-	50,000	0%	-	50,000
	Total MSRC	**50,000**	**-**	**50,000**	0%	**-**	**50,000**
506-Highway Safety Improvement Program (HSIP) - Federal							
506-088	Harvest Way/Bundy Canyon TS CIP088	272,900	49	272,851	0%	-	272,900
506-089	Traffic Signal Retrofits & Upgrd. CIP089	375,200	34	375,166	0%	-	375,200
	Total HSIP	**648,100**	**83**	**648,017**	0%	**-**	**648,100**
507-State Funded Capital Projects - Miscellaneous - State							
507-051	Local Road Safety Plan CIP051	84,000	84,000	-	100%	-	84,000
507-909	Bundy Canyon CIP026 - CalOES Funding	-	-	-			-
	Total Miscellaneous State Funded Projects	**84,000**	**84,000**	**-**	100%	**-**	**84,000**
	Non-GF Funds Total:	**$27,497,300**	**$4,507,432**	**$22,889,868**	**16.39%**	**10,700**	**$27,508,000**
	Grand Total- All Funds	**$59,736,600**	**$17,427,465**	**$41,994,319**	**29%**	**$ 45,200**	**$ 59,781,800**

Mid-Year Department Updates

City Council

Objective:	Continue to increase funding for street improvements and pavement maintenance.
Mid-Year Status:	Awarded a Construction contract for citywide pavement repair and maintenance. Construction is ongoing.
Objective:	Adopt a General Plan Update.
Mid-Year Status:	Planning Department continuing public outreach process as well as conducting technical studies for Environmental review.
Objective:	Open a new park facility.
Mid-Year Status:	The City Council approved a purchase and sale agreement for a new 20 acre passive park site in June 2023. In December 2023, City Council reviewed options for improvements to that park and potential options for financing the 20 acre park, 27 acre park, and 11 acre park sites.
Objective:	Execute a Purchase and Sale Agreement for a City-owned City Hall Building; or Execute a Lease Purchase Agreement with a developer for a new City Hall Building; or extend the existing lease of the current City Hall facility. Options are dependent on funding and negotiations.
Mid-Year Status:	The City closed escrow on a City Hall building November 3, 2023. Currently transitioning Service Agreements from prior owner to City; initiating Architectural Tenant Improvements.

City Manager

Objective:	Negotiate and present a long-term fiscally sound option for a publicly owned City Hall through either: *Purchase and Sale Agreement of the existing City Hall. *An extended lease of the existing City Hall while establishing a strong bond rating. *A Lease Purchase agreement of a developer-built City Hall.
Mid-Year Status:	The City closed escrow on a City Hall building November 3, 2023. Currently transitioning Service Agreements from prior owner to City; initiating Architectural Tenant Improvements.
Objective:	Continue the operational assessment and refinement of departmental processes and best practices while hiring select positions and reducing certain contract labor positions.
Mid-Year Status:	Hired a Human Resources Manager; updated Personnel Policies and injury Prevention. Continuing to hire and replace contract staff as approved in the budget.
Objective:	Responsibly monitor current economic projections that anticipate slower growth or reduction in various revenue streams while balancing inflationary impacts to the operating budget.
Mid-Year Status:	Revenue Projections are tracking along with Budget Assumptions. Growth has not slowed and permitting remains heavy. New Planning applications have slowed over the past six months, therefore continuing to hold Budget Assumptions steady.

Mid-Year Department Updates

City Clerk

Objective:	Complete the City's Electronic Document Management System Implementation, scanning and indexing to centralize records, increase record availability to the public, and reduce paper storage.
Mid-Year Status:	The City is in the process of implementation of Laserfiche. Several records from Community Development have been migrated. Staff is in the training phase in order to go live in the 3rd Quarter.
Objective:	Complete the implementation of the City's retention schedule.
Mid-Year Status:	Completed the implementation for Community Services/Cemetery District, City Clerk, Code Enforcement and Emergency Management.
Objective:	Coordinate the City's Municipal Council Election for November 2024.
Mid-Year Status:	Will occur in Fiscal Year 2024-2025.
Objective:	Update the City's Meeting Video/audio/Livestream to a more seamless application.
Mid-Year Status:	Completed September 2023.
Objective:	Implement Electronic Document Recording on behalf of the Riverside County Recorder's Office for more efficient processing of documents that need to be recorded.
Mid-Year Status:	Contacted the Recorder's office for instructions on taking over the process. Currently scheduled for 3rd Quarter.

City Attorney

Objective:	Active participation in agenda and other staff meetings to stay informed on pending City issues and specific implementation of City policies.
Mid-Year Status:	Continue to provide active participation.
Objective:	Provide high quality and cost-effective legal services.
Mid-Year Status:	Ongoing.
Objective:	Help City secure long-term City Hall solution.
Mid-Year Status:	The City closed escrow on a City Hall building November 3, 2023. Currently transitioning Service Agreements from prior owner to City.
Objective:	Assist with implementation and administration of the new waste hauler franchise agreement.
Mid-Year Status:	Complete, still providing support for SB 1383 compliance, Proposition 218 assistance, amendment support, and verification of contract terms.

Economic Development

Objective:	Encourage high-end, mixed-use development that complements the "Temecula Valley Wine Country" atmosphere.
Mid-Year Status:	Several new developments are underway, including a new Marriott hotel, Sprouts Market, a new wine bar and a proposed outdoor restaurant "garden" concept.

Mid-Year Department Updates

Objective:	Work with industrial developers to bring high-end development to Wildomar that will encourage placement of manufacturing for jobs and entertainment (distilleries, breweries, and wineries with tasting rooms).
Mid-Year Status:	A new industrial project is getting ready to break ground on Clinton Keith. Staff have been working with the developers of the project to bring in a food manufacturer and other uses.
Objective:	Encourage hotel development on Clinton Keith and Wildomar Trail.
Mid-Year Status:	Marriott on Wildomar Trail is preparing their precise grading plan.
Objective:	Support Mt. San Jacinto College's vision of "Regenerative Agriculture" for their Wildomar campus, encouraging the expansion and success of wineries and farm-to-table eateries.
Mid-Year Status:	Continuing to work with MSJC to encourage them to build a college campus on their Clinton Keith property.
Objective:	Encourage unique entertainment opportunities that do not exist and/or are in demand in this
Mid-Year Status:	Currently working with a local brewery to develop a restaurant "garden" concept that does not otherwise exist in thei valley. Also, continuing to work with the developer on The Bluffs project to encourage unique entertainment uses.
Objective:	Create a new and engaging website that will facilitate a better end-user (public) experience and encourage better community engagement.
Mid-Year Status:	Completed as of May 2023.
New Objective:	Expand marketing efforts to Orange County developers to entice and encourage high-end development for vacant commercial land in the City.
Mid-Year Status:	The department has been actively marketing and attending networking events with developers in the area.

Administrative Services - Human Resources

Objective:	Implement Quarterly Wellness Program for Employees.
Mid-Year Status:	Reviewing optional program formats. Reached out to Employee Assistance Program for options.
Objective:	Complete remaining Prioritized Items from the HR Assessment.
Mid-Year Status:	All 12/20 action items are complete. Working on programs to complete the rest.
Objective:	Prepare robust onboard program and structured new hire orientation.
Mid-Year Status:	Currently researching current processes used by other Cities. A Human Resources Tech was hired to help with implementation.
Objective:	Implement applicant tracking software.
Mid-Year Status:	Competed implementation and went live in January 2024.

Administrative Services - Risk Management

Objective:	Consolidate the Risk Management programs utilized by the City and the Wildomar Cemetery District under one Risk Management Agency.
Mid-Year Status:	All Risk will be under CIRA by July 1, 2024.

Mid-Year Department Updates

Objective:	Create and maintain policies and procedures needed by the City, Cemetery District, and its employees.
Mid-Year Status:	Identifying administrative policies referenced in the personnel rules and preparing appropriate policies
Objective:	Update the City's Claim form.
Mid-Year Status:	Reviewing current claim form concerns and researching alternative formats.
Objective:	Create a full Safety Program for staff.
Mid-Year Status:	Assessing the City's current needs and attending CIRA training to identify training options.

Administrative Services - Finance

Objective:	Complete the implementation of a new Enterprise Resource Planning (ERP) program.
Mid-Year Status:	The City entered into a contract with Oracle (Finance) and CivicGov (Permitting) for new ERP programs. The City has started its kickoff with the implementation teams and are currently finalizing the new chart of accounts and importing prior year data. Current go-live date for the Finance ERP is July 1st, 2024.
Objective:	Update all Financial Policies and Procedures.
Mid-Year Status:	The City established a fund balance reserve policy and write-off policy. Staff will be revising its travel policy and designing a travel request form next.
Objective:	Create a complete Capital Asset listing of the City and Wildomar Cemetery District.
Mid-Year Status:	Staff are working on compiling a listing along with meeting audit requirements.
Objective:	Establish an ACH Payment program for vendor payments.
Mid-Year Status:	City has consulted its Commercial Bank about setup; It will be implemented along with the Finance ERP by June 30, 2024.
New Objective:	Implement new automated P-Card accounting system to improve efficiency.
Mid-Year Status:	The City has viewed demos of several P-card systems and will look to switch to a new system once the City's new financial system has completed implementation.
New Objective:	Complete phase out of developer deposit projects and conversion of existing projects to fixed fee.
Mid-Year Status:	A new fixed-fee schedule became effective February 1st, 2024. The City is amending contractor agreements to reflect the new fee schedules and is currently establishing procedures to process them.
New Objective:	Review and update banking service increae automation and efficiency.
Mid-Year Status:	Established sweep account to earn higher interest on checking account without affecting usage.
New Objective:	Establish an automated contract management system by FY2024/25.
Mid-Year Status:	The City has entered into and agrement with Laserfiche to store contracts and documents. It provides the ability to track and store contracts. Staff will begin to upload contracts into the system in 4th quarter FY2023/24.

Mid-Year Department Updates

Administrative Services - IT Services

Objective:	Update Operating software on all computers.
Mid-Year Status:	This is complete, and updated software continues to be maintained on all computers.
Objective:	Replace staff desktop computers.
Mid-Year Status:	Have replaced 10 out of a total 24 desktop computers.
Objective:	Continue to refine Cybersecurity process and procedures.
Mid-Year Status:	Have implemented Cylance and ESET cybersecurity solutions and have implemented KnowBe4 phishing/accountability interactive training system.
Objective:	Assist in the implementation of the City's new ERP software.
Mid-Year Status:	Assisting in Netsuite and CivicGov ERP software implementations. Planned go live for each program will be July 1, 2024.
New Objective:	Establish a biannual Cybersecurity training schedule.
Mid-Year Status:	The City's IT department provides periodic training and management is working on scheduling dates for Citywide training.
New Objective:	Assist in implementing move to new Website content management platform and Laserfiche document management system.
Mid-Year Status:	City has transitioned to a new website content management platform. Currently assisting with implementing the Laserfiche document management system.

Community Services - Cemetery

Objective:	Establish final section of burials site within developed cemetery.
Mid-Year Status:	Area has been cleared, this area no longer stores material or supplies. We will be projecting the amount of units available and begin planning the steps toward completion.
Objective:	Provide online burial searches.
Mid-Year Status:	A Purchase Order has been opened with a software developer. Current software is in the process of being stored on a independent server to begin the online search capabilities

Community Services - Services

Objective:	Engage residents on the east side of the I-15 Freeway with events and activities.
Mid-Year Status:	Have developed Joint Use License agreements for the use of HOA parks east of the 15 freeway. New Ice Cream Social "Pop Up" event was presented at the Farm POA. This was highly attended by the community.
Objective:	Develop a revenue sharing agreement for Contract Class Providers.
Mid-Year Status:	Ongoing.
Objective:	Update Community Services user fees.
Mid-Year Status:	Ongoing.
Objective:	Add capability for off-site electronic and credit card payments.
Mid-Year Status:	Have purchased three wireless payment card readers and an IPad.

Mid-Year Department Updates

Community Services - Parks

Objective:	Conduct all landscape maintenance services in-house.
Mid-Year Status:	Public Works and Community Services have been coordinating and planning the transition and have projected dates for hiring additional staff.
Objective:	Continue Park amenities enhancements and replacements.
Mid-Year Status:	Ongoing.

Community Services - Special Events

Objective:	Remodel annual special events to incorporate cost recovery.
Mid-Year Status:	An additional staff member has been brought to the department to assist with the project.
Objective:	Broaden partnerships to enhance tier 4 special events.
Mid-Year Status:	Ongoing.
Objective:	Acquire special event equipment and amenities.
Mid-Year Status:	Ongoing.

Community Development Administration

Objective:	Continue to provide quality public information services to the residents of Wildomar, development community and general public thorough the front counter activities of the planning, building & safety and code enforcement divisions.
Mid-Year Status:	Planning and Building staff have revised and created several new handouts to provide easy to understand information regarding zoning and building rules and regulations. Staff will continue this effort for the rest of the fiscal year.
Objective:	Enhance the quality of the city's residential neighborhoods, commercial retail areas and business park/industrial areas through pro-active code enforcement work and increased communication of the city's laws and ordinances related to code enforcement.
Mid-Year Status:	Code Enforcement continues ongoing enforcement and education to address these areas of concern.
Objective:	Complete the Planning Department's General Plan Update "Envision Wildomar 2040" project and complete the accompanying Zoning Ordinance Update to create goals and policies that will provide balanced and responsible growth with preservation of the city's rural character, open spaces, and historical resources.
Mid-Year Status:	Planning provides monthly updates to City Council regarding progress on the General Plan and Zoning Code update work, including the EIR. Work is continuing on the goals, policies & implementation programs for each General Plan element.
Objective:	Complete and recommend to Planning Commission and City Council the proposed "Wildomar Meadows" 750-acre Specific Plan project (Farm Specific Plan Amendment #5).
Mid-Year Status:	Staff continues to work with the applicant, making edits and refinements to the Specific Plan to address land use, traffic, and design issues

Mid-Year Department Updates

Objective:	Complete and recommend to Planning Commission and City Council the proposed “Bluffs at Hidden Springs Specific Plan/Mixed Use project” (160-acre Oxman property).
Mid-Year Status:	This Specific Plan has been placed on permanent hold (temporary withdrawal) pending a renegotiation of the escrow timeframe between the Applicant and Property Owner.
Objective:	Work with Administrative Services department to establish and implement a fixed fee-based based system for planning and building projects, thereby relacing the developer deposit-based system that allows more accurate accounting of revenues and expenditures for these divisions.
Mid-Year Status:	Completed - new fixed fees will be effective on February 1, 2024. Staff will bring amendments to our consultant contracts to reflect the new fixed fees billing system

Planning Commission

Objective:	Completed and recommended to City Council the city’s General Plan Update “Envision WIldomar 2040”.
Mid-Year Status:	Planning provides monthly updates to City Council regarding progress on the General Plan, including the EIR. Work is continuing on the goals, policies & implementation programs for each General Plan element.
Objective:	Completed and recommended to City Council the city’s Zoning Code Update (part of the GP update).
Mid-Year Status:	Planning provides monthly updates to City Council regarding progress on the Zoning Code update work, including the EIR.
Objective:	Completed and recommended to City Council the “Wildomar Meadows” 750-acre Specific Plan (Farm Specific Plan Amendment #5).
Mid-Year Status:	Staff continues to work with the applicant, making edits and refinements to the Specific Plan to address land use, traffic, and design issues
Objective:	Completed and recommended to City Council “The Bluffs at Hidden Springs Specific Plan/Mixed Use Project” (160-acre Oxman property).
Mid-Year Status:	This Specific Plan has been placed on permanent hold (temporary withdrawal) pending a renegotiation of the escrow timeframe between the Applicant and Property Owner.
Objective:	Take part in quarterly training with the Planning Department and City Attorney.
Mid-Year Status:	Ongoing.
Objective:	Attended and participated in the annual League of Cities Planning Commissioner’s Academy conference.
Mid-Year Status:	2024 Planning Commissioner's Academy Conference in Long Beach is scheduled for March 6 - 8, 2024. 2 Commissioners and Community Development Director will attend

Mid-Year Department Updates

Building & Safety

Objective:	Hire full-time city staff building inspector (pending budget approval by Council).
Mid-Year Status:	The department has opened several recruitments but was unable to fill the position. Recruitment will begin again in 3rd quarter.
Objective:	Manuever away from contract staff (inspection and administrative) other than necessary plan check services.
Mid-Year Status:	The City has transitioned away from contract administrative staff and will do the same for inspection staff once full-time inspectors are hired.
Objective:	Begin RFP for plan checking services.
Mid-Year Status:	This process was dependent on the approval of valuation based permitting fees, and will begin after the first of the fiscal year.
Objective:	Adopt and implement valuation based (i.e., fixed fee) permitting fees.
Mid-Year Status:	These fees were adopted by City Council, and staff will begin assessing them February 1, 2024
Objective:	Implement new permitting software to better serve our residents, private developers, and business owners (pending budget approval by Council).
Mid-Year Status:	The new ERP was purchased, and staff are currently working on the implementation with a go live date of July 1, 2024
Objective:	Begin developing a city facilities maintenance department (pending budget approval by Council).
Mid-Year Status:	This has been assigned to Community Services Department.
Objective:	Perform inspections of city-owned facilities.
Mid-Year Status:	A pre-purchase inspection of City Hall was conducted and CASp inspections are being scheduled for City Hall, the Cemetery, and Fire Station.
Objective:	Provide training opportunities for staff in order to improve their ability to serve the citizens of Wildomar.
Mid-Year Status:	Staff have attended multiple days of CALBO (California Building Officials) training. Staff are currently on the waitlist for specific training for permit technician as well as the Building Officials Leadership Academy (BOLA).

Planning Division

Objective:	Completion of the city's first comprehensive General Plan Update "Envision Wildomar 2040"
Mid-Year Status:	Planning provides monthly updates to City Council regarding progress on the General Plan and Zoning Code update work, including the EIR. Work is continuing on the goals, policies & implementation programs for each General Plan element.
Objective:	Completion of the city's first comprehensive Zoning Code Update (part of the GP update)
Mid-Year Status:	Planning provides monthly updates to City Council regarding progress on the General Plan and Zoning Code update work, including the EIR. Work is continuing on the goals, policies & implementation programs for each General Plan element.

Mid-Year Department Updates

Objective:	Completion and recommendation to Planning Commission and City Council on the proposed "Wildomar Meadows" 750-acre Specific Plan project (Farm Specific Plan Amendment #5)
Mid-Year Status:	Staff is continuing to work with the Applicant making edits and refinements to the Specific Plan to address land use, traffic, and design issues.
Objective:	Completion and recommendation to Planning Commission and City Council on the proposed "Bluffs at Hidden Springs Specific Plan/Mixed Use project" (160-acre Oxman property)
Mid-Year Status:	This Specific Plan has been placed on permanent hold (temporary withdrawal) pending a renegotiation of the escrow timeframe between the Applicant and Property Owner (Oxman)
Objective:	Continue with quarterly training sessions for the Planning Commission
Mid-Year Status:	Ongoing.
Objective:	Attendance and participation in the annual Cal APA Conference, including local APA training
Mid-Year Status:	The Senior Planner attended the 2023 Cal APA conference.

Code Enforcement

Objective:	Establish a parking enforcement program.
Mid-Year Status:	Code Enforcement presented an AVA program to the City Council on December 13th at the Council meeting. Staff will bring resolutions and an Ordinance to City Council on January 17th.
Objective:	Hire additional staff (code enforcement, administrative analyst, etc.)
Mid-Year Status:	Hiring additional staff was moved to the Fiscal Year 2024-25 budget.
Objective:	Working on getting the city's code enforcement department in compliance with the new safety standards regarding SB 296.
Mid-Year Status:	The SB296 safety policy has been submitted and is pending approval by the City Manager.
Objective:	Working on policies and procedures manual for code enforcement.
Mid-Year Status:	The creation of the policies and procedure manual is an ongoing task. Submitted two policies: the Narcan Policy (approved) and the Control Devices and Techniques Policy (Pending approval).
Objective:	Continue to provide monthly inspections for future marijuana dispensary stores.
Mid-Year Status:	Staff are currently inspecting three marijuana dispensaries on a monthly basis.

Office of Emergency Management

Objective:	Attend conferences and training to begin hosting our own in-house training.
Mid-Year Status:	Attended LISTOS training, LISTOS Train the Trainer, and FEMA Training
Objective:	Monitor and ensure Covid – Protocols are observed within public facilities.
Mid-Year Status:	As of February 28, 2023 the Governor terminated all State issued protocols. Prior to the state's terminating the protocol, staff conducted meetings with HR / Risk Management.

Mid-Year Department Updates

Objective:	Update the Emergency Operation Center.
Mid-Year Status:	Staff have gone through the emergency supplies, taken inventory, and removed all expired MRE's. As soon as a budget is established, staff will replace the expired MRES in the Cert bags.
Objective:	Build a culture of preparedness by maintaining a constant state of readiness, which involves a series of planning steps to ensure individuals, families, and businesses are ready for all types of disasters.
Mid-Year Status:	Staff will be starting a LISTOS program for residents which will include training, emergency fairs and social media support.
Objective:	Maintain and build a partnership with neighboring cities, State and Federal Agencies.
Mid-Year Status:	Staff have built a strong partnership with the neighboring Cities by attending the Cities and Special District Emergency Managers meeting once a month and also attending local EMD meetings. By attending the emergency preparedness summit, Wildomar staff networked and liaised with a key representative from LISTOS.
Objective:	Maintain community outreach by posting preparedness information on social media.
Mid-Year Status:	Staff have utilized the PIO to inform the community of severe weather warning updates and where to obtain free sandbags for flooding through the use of social media and electronic billboard(s).
Objective:	Develop a robust CERT program for the public.
Mid-Year Status:	Staff will start a LISTOS program for residents, including training, emergency fairs, and social media. A free LISTOS training prior to the Cert program will provide an estimated number of participants willing to continue into an advanced program like Cert.

Public Works/Engineering- PW Traffic Engineering

Objective:	Maintenance: oBegin transitioning maintenance services from contract staff to City employees. oDevelop an initial Field Operations Center for City maintenance crews and equipment. oEvaluate creating a new City-wide Pavement Patching Program, to provide for quicker and longer-term repairs of pavement failures that do not warrant a full repair project. oEnhance public reporting of maintenance service requests via an updated service request portal online.
Mid-Year Status:	Many of these items are still in progress. Planning to advertise Senior Maintenance worker after the New Year. Identified a site on Lemon/Almond for an interim Field Operations Center. Staff have not developed a Pavement Patching program yet, but this will likely be something that is evaluated once the full City maintenance crew has been hired. Service Request reporting is pending CivicGov and SeeClickFix implementation.

Mid-Year Department Updates

Objective:	Traffic Engineering: oApprove updated design standards for traffic signals. oBegin implementation of recommendations from the adopted Local Roadway Safety Plan (LRSP), as appropriate and necessary.
Mid-Year Status:	Updated design standards are still in progress/pending. Staff brought on additional Traffic Engineering support to help evaluate LRSP recommendations and field conditions and recommend improvements to be made through maintenance.

Public Works/Engineering- Capital Projects Division

Objective:	Continue annual Pavement Rehab Project and annual Slurry Seal Project, advertising and constructing one of each type of project each year.
Mid-Year Status:	The Rehab and Slurry Seal project is near completion. The City has spent over $3,760,000 in FY2024 and improved 17.5% fo rthe City's streets. Staff is beginning to evaluate additional streets, but will decide whether a Spring project makes sense or whether to wait for FY2024-2025.
Objective:	Prepare a new Pavement Management Program (PMP) Report, re-evaluating the current condition of all streets City-wide. Include updated and innovative pavement repair strategies in the report. Include a systematic approach, based on various budget scenarios, to schedule all City streets for repair.
Mid-Year Status:	This is ongoing.
Objective:	Project-Specific Goals: ***Bundy Canyon Rd.:** -Secure funding needed for the Bundy Canyon Rd. Improvement Project, Segment 2 (from Oak Canyon Dr. to the Farm Rd.) and construct the project. -Design and construct the Bundy Canyon Rd. (west) Widening and ATP Improvements Project (from Mission Trail to the I-15). ***Clinton Keith Rd.:** Complete the design for the Clinton Keith Rd. Widening Project (from the I-15 to Copper Craft Ct.) and construct the project. ***Palomar St.:** Complete the design of the Palomar St. Phase 2 Project (from Gruwell St. to Wildomar Trail) and construct the project.
Mid-Year Status:	Bundy Segment 2 funding is secured. Design is progressing so that we can move to construction in FY 2024-2025. Clinton Keith design is progressing so that we can move to construction in FY 2024-2025. Palomar design is almost complete and planned to be advertised for construction in Q3 of FY 2023-2024.

Development Engineering

Objective:	Transition from deposit based to fixed fees cost recovery process.
Mid-Year Status:	Completed fee study and City Council adopted fixed fees.
Objective:	Continue updating Engineering processes and procedures.
Mid-Year Status:	Developing processes/procedures as part of regular workload. Still in progress.
Objective:	Finalize and publish Entitlement and Development Engineering booklets.
Mid-Year Status:	Still pending. Will likely be moved to next FY due to workload and staffing.

Mid-Year Department Updates

Objective:	Assist in finalizing expanded circulation element within City's General Plan Upate.
Mid-Year Status:	Complete.

Police Services

Objective:	Maintain adequate law enforcement services to keep up with the growing population of nearly 38,000.
Mid-Year Status:	Calls remain constant and response times have remained within 7 minutes for Priority 1 calls.
Objective:	Provide a safe driving environment through effective traffic enforcement and driver safety programs, to include bicycle safety and child car seat safety.
Mid-Year Status:	The motor officer has been enforcing driver and bicycle safety. Newly awarded OTS grant will allow the department to conduct approximately 12 enforcement operations for DUI checkpoints, bicycle, and child car seat safety.
Objective:	Maintain a productive and collaborative relationship with city leaders through frequent and meaningful communications and transparency.
Mid-Year Status:	This is ongoing.
Objective:	Provide the highest level of training and professional development for our department members.
Mid-Year Status:	Special Enforcement Team members attend regular training for investigative tactics and narcotics enforcement. The Traffic Patrol Officer attends at leat 36 hours of training each year.
Objective:	Continue to engage with the community through community programs, events, personal interactions, and open lines of communication.
Mid-Year Status:	The department maintains an active social media presence and attends community events such as the National Night Out. The department also attended Wildomar Neighborhood Watch formation meetings.
Objective:	Build upon the volunteer program by actively recruiting to increasing the number of station volunteers, Citizens on Patrol, and youth Explorers.
Mid-Year Status:	Established a Community Service department at the station. They are dedicated to recruiting and expanding the volunteer and citizens programs as well as increasing outreach.
New Objective:	Establish a crime-free multifamily housing program to help deter criminal activity.
Mid-Year Status:	The department is sending two Community Service Officers to training for Crime Prevention Through Environmental Design. The Officers will begin outreach to property owners in the following 3-4 months.

Fire Services

Objective:	Maintain an average emergency response time of 5 minutes or less.
Mid-Year Status:	The Fire department is close to achieving this goal with an average of 5.2 minutes.

Mid-Year Department Updates

Objective:	Increase community education and engagement.
Mid-Year Status:	Fire Station crews have been participating in community events such as the National Clean-Up Day, Breakfast with Santa, and attended the Fire Safe Council. Staff have also been presenting fire prevention education and awareness at Coffee with the City.
Objective:	Maintain a 10-day average plan review turn-around time.
Mid-Year Status:	Staff have maintained an average turn-around time of 10 days 90% of the time in calendar year 2023 and plan to meet it 100% of the time by end of calendar year 2024.
Objective:	Provide new construction inspections within 2 Business days.
Mid-Year Status:	Staff have maintained an average inspection turn-around time of 100% of the time for the first 6 months of Fiscal Year 2024.
New Objective:	Develop a "Fire-Wise Community" plan for the City utilizing Cal-Fire grant funding for community risk reduction.
Mid-Year Status:	Application for funding has been sent and is awaiting a decision.

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

WHEREAS, The City of Wildomar Biennial Budget for FY 2023-24 and FY 2024-25 was approved by the Wildomar City Council on June 14th, 2023;

WHEREAS, The City of Wildomar FY 2023-24 Budget was adjusted and approved by the Wildomar City Council on November 8th, 2023;

WHEREAS, changing economic conditions, program and service reviews require that the original approved budget and authorized position schedule be regularly monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the adjustments to the FY 2023-24 Budgets increasing the total amount of projected revenues to $60,367,900 and increasing total projected expenditures to $59,781,800 and adopts the revised Schedule of Authorized Positions for FY2023-24.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

SUBJECT: Proposed Revisions to the City Entry Sign Design

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
Approve the revisions to the City Entry Sign Design.

SUMMARY:
The City's current entry sign is based on the standard jurisdictional boundary sign consisting of a green background, white font, and a white border. Staff recommends providing an update to the sign that will incorporate the City Logo, brown background, and Edwardian text for the city name "WILDOMAR." The new design will also include sign blades for text, such as population.

DISCUSSION:
The City's current entry signs are posted at several of the city entry locations. The signs are green, measure 24" x 48", and on non-reflective metal attached to a single post with the bottom of the signs sitting approximately 8' above the ground surface. The proposed sign designs incorporate the City Logo, a brown background, a white board, and the city name "WILDOMAR," in an Edwardian font. Staff had presented the conceptual design for City Council Review on October 11, 2023. Council requested that staff provide a further details regarding locations of existing signs that will permit for two posts, and printed samples to review the Edwardian text and woodgrain background.

The location of the current City Entry Signs are located on Grand s/o Corydon, Clinton Keith e/o Grand, Palomar St at Washington, Clinton Keith w/o Copper Craft, Bundy Canyon at Cottonwood, and Cottonwood at Acacia. The signs at these locations currently are currently mounted on one post. The proposed entry signs are capable to place on the existing single post. Should the council members determine to have the entry signs placed on two posts, there are two locations that would not accommodate the adjustment; Clinton Keith e/o Grand and Cottonwood at Acacia.

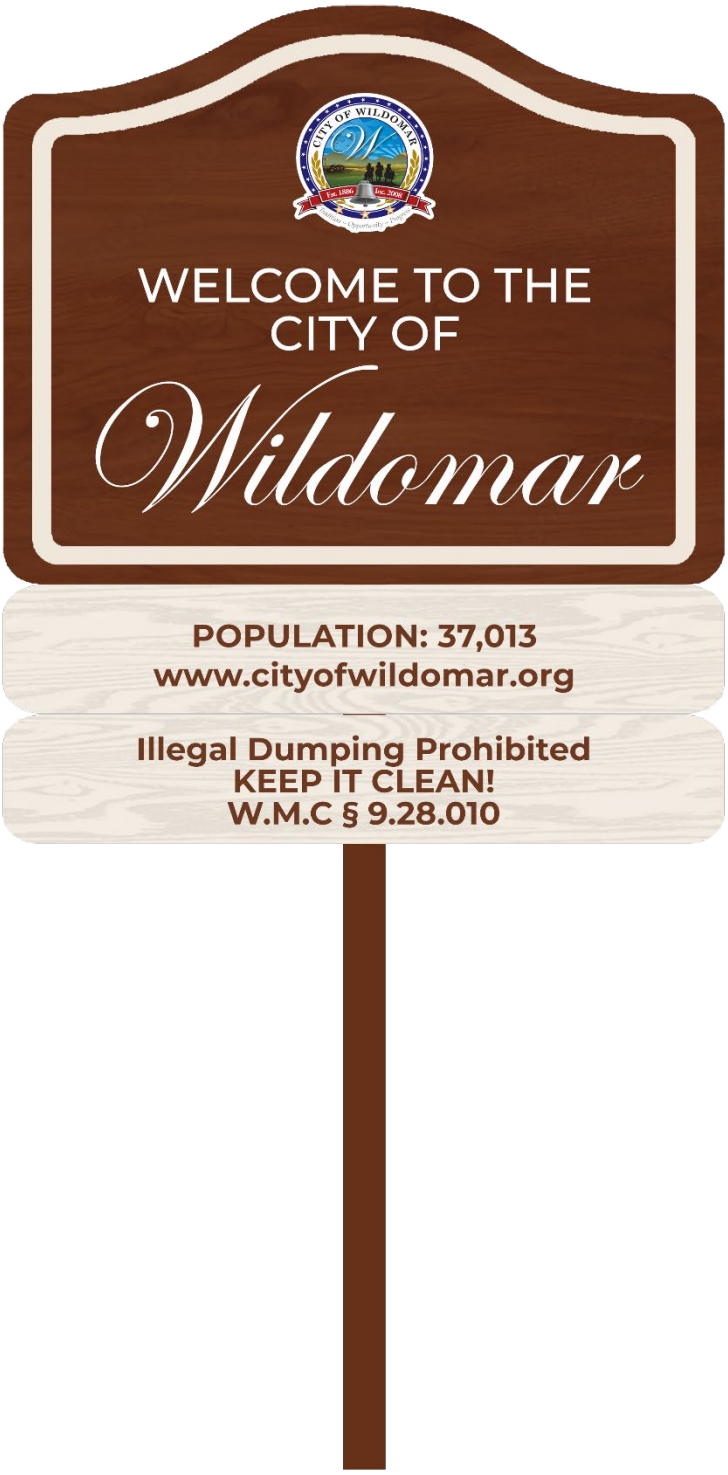
Upon approval of the proposed design, staff will send the concept to the creation of the Standard Drawings/Details that include the new designs and technical specifications required for production of the entry signs.

FISCAL IMPACT:
Projected cost for entry sign with two blades is $350.00. This cost does not include post or installation. The purchase and installation for the approved city entry signs will be added to next year's budget for FY2024/25.

ATTACHMENTS:
Proposed City Entry Sign.pdf

ATTACHMENT A

PROPOSED CITY ENTRY SIGN



SUBJECT: Allocation of Community Development Block Grant (CDBG) Funds for the 2024/2025 CDBG Program Year

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2024/2025

BACKGROUND:
The City of Wildomar has the opportunity to apply to the Riverside County Economic Development Agency (EDA) to receive an allocation of Federal Community Development Block Grant (CDBG) funds for Fiscal Year 2024/25. This program is funded by the U.S. Department of Housing and Urban Development (HUD). The overall goal of the CDBG grant program is to develop viable urban communities by providing decent housing and a suitable living environment, primarily for low-mod income persons. It also includes funding for non-profit service organizations that meet HUD criteria.

In order to qualify, CDBG-funded project must satisfy one of three national program objectives as required by HUD. These three areas are as follows:
- Provide a benefit to low and moderate income persons,
- Prevent or eliminate slums and blight, or
- Meet other urgent community development needs due to natural disasters or other emergencies.

Examples of eligible activities include:
- Public Services such as: senior services, disabled and handicapped services, child care

services, youth services, etc.
- Public Improvements such as: streets, curbs, gutters, sidewalks, streetlights, park and recreation facilities, etc.
- Housing Services such as: home improvement programs for low/mod households, including senior repair and home rehabilitation.

Examples of ineligible activities include:
- General Government expenses.
- Political or Religious Activities
- Purchase of personal equipment such as fixtures, motor vehicles, etc.

DISCUSSION:
The City Council typically approves the amounts and types of CDBG funded programs annually. However, in FY 2018/19, the Riverside County EDA decided to advance our five (5) year CDBG allocation to complete the "Sedco Sidewalk Project Phase 2" which was completed this past year or so. The County's decision was very instrumental in the City completing this project in an efficient and timely manner. Advancing the 5-year allocation, however, meant that the City did not need to apply for the annual funding.

Recently, the City was notified by County EDA staff that we are now eligible to begin receiving our annual CDBG allocation for FY 2024/25 CDBG. EDA noted that our 2024-2025 CDBG allocation is estimated to be $158,907. Staff is recommending that all of the FY 24/25 CDBG allocation be awarded to the "Sedco Sidewalk Phase 3 project" to complete this high-profile multi-year project. This important last segment will achieve a major goal set out in the last 5-year action plan from 2018.

Since this project is located in our Sedco community, this proposed capital improvement project meets the criteria of the CDBG Low-Mod target area. In addition, County EDA is willing to advance the City future CDBG allocations upfront similar to what they did in 2018 for Phase 2 of the project. As was done is 2018, this would not leave any funds for non-profit groups for the next few years. With that said, staff is pursuing other opportunities to work with the non-profits as discussed in last year's budget meeting.

FISCAL IMPACT:
There will be a fiscal impact of up to $158,907 in FY 2024/25 budget. The impact will be offset by the awarding of the CDBG funding in the amount of $158,907.

ACCOUNT CODE:
Fund 282

ATTACHMENTS:
Attach A - CC Resolution [2-14-24].docx
Attach B - FY 2024-25 CDBG City Application.pdf

ATTACHMENT A

Council Resolution

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2024/2025

WHEREAS, the City of Wildomar (City) receives an annual allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency via the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City is being awarded/allocated approximately $158,907 in CDBG funds for Fiscal Year 2024/2025 projects; and

WHEREAS, the City Council has determined that the full CDBG funding allocation of $158,907 will be used to fund the construction of the final Phase 3 segment of the for "Sedco Sidewalk Project" located in the City's CDBG target area; and

WHEREAS, the City Council approves the submittal of the City's program to the County of Riverside, Economic Development Agency; and

WHEREAS, on February 5, 2024, The Planning Department on February 5, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the February 14, 2024 City Council meeting when the FY 2024/25 CDBG program applications would be discussed; and

WHEREAS, on February 14, 2024, the City Council conducted the duly noticed public hearing at which time interested persons had an opportunity to address the Council regarding the FY 2024/25 CDBG program funding and at which time the City Council received public testimony concerning said CDBG program.

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

SECTION 1. Public Improvement Project:
The City Council has determined that $158,907 of the Fiscal Year 2024/25 CDBG Funds will be allocated to fund the construction of the final Phase 3 segment of the for "Sedco Sidewalk Project" located in the City's CDBG target area.

SECTION 3. City Council Action:
The City Council hereby adopts this resolution resolving the following:

1. That the City Manager is hereby authorized to submit the required CDBG application to the Riverside County Economic Development Agency (EDA) for further review as part of the Fiscal Year 2024/25 CDBG Program; and

2. That the City Manager is authorized to execute all documents, including supplemental agreements, with the Riverside County Economic Development Agency (EDA) necessary to carry out the intent of this resolution.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2024.

_____
Bridgettte Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR CITY OF WILDOMAR

2024-2025 CDBG ALLOCATION

I. GENERAL INFORMATION

Applying Organization Name: City of Wildomar

Type of Organization: Non-Profit Organization ☑ Faith Based Organization ☐

For-Profit Organization ☐ Institution of Higher Education ☐

Organization Address: 23873 Clinton Keith Road,Suite #110

City: Wildomar Zip Code: 92595

Mailing Address: 23873 Clinton Keith Road,Suite #110

City: Wildomar Zip Code: 92595

Telephone Number: 951-677-7751, Ext 213 Fax Number: 951-698-1463

Executive Director: Daniel York, City Manager

Telephone Number: 951-677-7751, Ext. 209 E-mail: dyork@cityofwildomar.org

Program Manager: Matthew Bassi

Telephone Number: 951-677-7751, Ext 213 E-mail: mbassi@cityofwildomar.org

Grant Writer: N/A

Address *(If different from above)*: N/A

Telephone Number: N/A E-mail: N/A

II. ORGANIZATIONAL HISTORY (*This is applicable only if you are a non-profit organization)*

Date Organization founded: July 1, 2008

Date Organization incorporated as a non-profit organization ***(Attach Articles of Incorporation and Bylaws):*** July 1, 2008

Federal identification number: 26-2911486

DUNS Number: 023979393

Organization Web Address: www.cityofwildomar.org

Does your Organization expend $750,000 or more a year in federal funds? Y ☑ or N ☐

Number of paid staff: 47+

Number of volunteers: n/a

Members/Board of Directors ***(Attach):*** Wildomar City Council

III. PROJECT ACTIVITY

A. Name of Project: Sedco Sidewalk Project - Phase 3

B. Specific Location of Project
(*Attach Project Map - include street address; if a street address has not been assigned provide APN)*
Street or APN: East side of Mission Trail between Elberta Road and Malaga Road
City: Wildomar Zip Code: 92595

C. CDBG Funds Requested: $800,000 (CDBG Advancen *(total amount for the project only)*

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?
East side of Mission Trail between Elberta Road and Malaga Road, in the public right-of-way

E. In which City (ies)/Communities does the activity occur?
City (ies): City of Wildomar

Community (ies): Sedco Hills Low Mod Community

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)
N/A

G. Check ONLY the applicable category your application represents.

☐ Public Service

☐ Homeless Activities

☐ Real Property Acquisition (Must consult with EDA prior to submitting application)

☐ Housing

☐ Rehabilitation/Preservation (please provide picture of structure)

☐ Public Facilities (construction)

☑ Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)

☐ Other: (provide description) _____

H. Respond to A & B only if this application is for a *public service* project.

(a) Is this a NEW service provided by your agency? Yes ☐ No ☐

(b) If service is not new, will the existing public service activity level be substantially increased or improved?

N/A

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity:

Construction of approximately ¼ mile of sidewalk on Mission Trail. Construct sidewalk, curb and gutter, remove and replace existing driveway approaches, remove and replace existing asphalt concrete, adjust utility boxes and meters to grade, relocate power poles, construct Class II Bike Lane, and replace pavement striping and legends. This represents the 3rd and final Phase of the Sedco Sidewalk project. The prior two phases were previously funded with CDBG monies. As a result of the Phase 3 sidewalk gap closure, there would be a continuous, walkable pedestrian path from Olive St to the City limits, While also connecting the low/mod community to Malaga Gateway Park, a project also funded with CDBG monies.

The Project is not creating additional travel lanes and is only improving the existing street and improving roadway safety for all users by adding designated street parking, sidewalk, bike lanes, crosswalks, and drainage improvements.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

The proposed use of CDBG funds would be for Construction costs. This includes bid items in the construction contract, and construction admin/inspection costs. Bid items include (but are not limited to) sidewalks, curb ramps, curb and gutter, driveway approaches, asphalt concrete, adjust utility boxes and meters to grade, striping and signage, mobilization, demobilization, and public notification.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of this project would be to provide safe and adequate pedestrian sidewalks along Mission Trail in the Sedco low/mod area. Currently no ada compliant walking path exists nor a path for bicyclists on the Wildomar side of the street. Residents in the low/mod area have limited ability to walk or ride to several nearby destinations. The improvements would transform the entire area by providing Wildomar and Lake Elsinore residents with safer ped/bike infrastructure, encouraging them to walk or bike instead of using their vehicle. On Mission Trail, there is also an RTA Bus Route, where riders would benefit from a new walking path to get to their bus stop.

The measure of success will be completion of Phase 3 of this multi-year project, which would tie together four CDBG projects (3 already completed) together. This would lead to improved community health conditions through increased physical activity. the project will also contribute to improved air quality as residents would reduce vehicular use for short trips.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

Following the award of CDBG funds for construction ($800,000 requested)

Complete Project Bid Package - 2 months
Advertise Project for Construction- 2 months
Award Project Construction Contract - 1 month
Notice to Proceed for Construction - 1.5 months
Complete Construction - 3 months
Notice of Completion for Construction - 1 month
Submit Final Funding Reimbursements - 1.5 months

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

Mission Trail is the primary road for which the City's low/mod area residents take access from. The Phase 3 project will benefit the community by providing a safer route of travel for pedestrians and bicyclists, where collision history is significant. Improving the mobility of non vehicular uses ultimately removes barriers for them to access much-needed resources, and in turn, improving air quality and creating a healthier community through increased walking and biking.

B. Indicate the number of unduplicated clients that will be served *(An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):*

N/A

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

1 Year

D. Service will be provided to (check one or more):

- ☑ Men
- ☑ Women
- ☐ Children (Range of children's ages :_____)
- ☐ Homeless (Number of beds at facility :_____)
- ☑ Seniors
- ☐ Severely Disabled Adults
- ☐ Migrant Farm Workers
- ☑ Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Public Engagement sessions were utilized in two prior grant applications submitted for the state's active transportation program (ATP), which included collecting online surveys for Mission Trail. During the development of the City's Mobility Plan and Active Transportation Plan, Six Technical Advisory Committee meetings with local stakeholders and Walk Audits were held throughout the city. Community members would be invited to participate in the ribbon cutting of the public street facilities upon construction completion.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The City is highly-committed to the Phase 3 project, as it has already completed:

1) Design of plans, specifications, and estimates

2) Environmental (CEQA) adoption

3) Utility Coordination and Right of Way Agreements with impacted Utilities

4) Submitted multiple non-CDBG grant applications for construction funding

5) Other Safety Improvement Projects along Mission Trail recently awarded with SS4A and HSIP funding for constructing pedestrian and bicycle improvements

The proposed CDBG-funded activity is readily able to start after the July 1, 2024 funding date.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:
   The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

   N/A

2. Clientele presumed to be principally low- and moderate-income persons:
   The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

   The activity will benefit (check one or more)

☐ Abused children	☐ Homeless persons
☐ Battered spouses	☐ Illiterate adults
☐ Elderly persons	☐ Persons living with AIDS
☐ Severely disabled adults	☐ Migrant Farm workers

a. Describe the clientele above to be served by this activity:

   N/A

b. Discuss how this project directly benefits low- and moderate- income residents:

   N/A

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. ***(Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)***

2010 Census Tract and Block Group numbers:

464.04 BG 2

Total population in Census Tract(s) / block group(s): 1,235

Total percentage of low-moderate population in Census Tract(s) / block group(s): 74%

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: N/A

Total Jobs Expected to Retain: N/A

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: N/A

Existing Businesses expected to assist: N/A

Enter Total Businesses expected to assist: N/A

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2024. If your proposed CDBG-funded activity will start on a date other than July 1, 2024, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. **(Note: CDBG funds requested must match amount requested in Project Activity, C above.)**

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is $15,000 and $10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include $5,000 of other non-CDBG funding and $10,000 in CDBG funds for a Grand Total of $15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	**CDBG FUNDS REQUESTED-Only**
I. Personnel		
A. Salaries & Wages	$	$
B. Fringe Benefits	$	$
C. Consultants & Contract Services	$ 80,000	$
PERSONNEL SUB-TOTAL	**$ 80,000**	**$**

II.	Non-Personnel		
	A. Space Costs	$	$
	B. Rental, Lease or Purchase of Equipment	$	$
	C. Consumable Supplies	$	$
	D. Travel	$	$
	E. Telephone	$	$
	F. Utilities	$	$
	G. Other Costs	$	$
	NON-PERSONNEL SUB-TOTAL:	**$**	**$**
III.	Other		
	A. Architectural/Engineering Design	$ 10,000	$
	B. Acquisition of Real Property	$	$
	C. Construction/Rehabilitation	$ 800,000	$ 800,000
	D. Indirect Costs	$ 10,000	$
	E. Other	$	$
	OTHER SUB-TOTAL:	**$ 820,000**	**$ 800,000**
	GRAND TOTAL:	**$ 900,000**	**$ 800,000**

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

Federal:

State/Local: Measure AA (local funds) - $100,000

Private:

Fees:

Donations:

Other:

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

City would be responsible for maintenance and preservation of the constructed sidewalk, bike lane, and curb and gutter among all other infrastructure items now located in the public right of way.

D. Provide a summary by line item of your organization's previous year's income and expense statement. **(Attach)**

N/A

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes ☐ No ☑

If yes, identify sources and indicate outcome.

N/A

If no, please explain.

N/A

F. Was this project or activity previously funded with CDBG? Yes ■ No ☐

If yes, when?

Malaga Gateway Park (located at corner of Mission Trail/Malaga Road) - 2018
Mission Trail/Sedco Sidewalk Phase 1 - 2019
Mission Trail/Sedco Sidewalk Phase 2 - 2020

Is this activity a continuation of a previously funded (CDBG) project? Yes ☑ No ☐

If yes, explain:

This represents the 3rd and final Phase of the Sedco Sidewalk project, from Elberta Ave to Malaga Road. Malaga Gateway Park is located at corner of Mission Trail/Malaga Road. Phase 2 of the sidewalk project constructed a sidewalk from Sedco Blvd to Elberta Ave, while Phase 1 constructed a sidewalk from Olive St to Sedco Blvd. All 3 prior projects were funded with CDBG monies.

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

The City has a recent history of successfully delivering CDBG funded projects in our low/mod area. This includes timely reimbursement requests during the progress of our projects. The prior two phases of the Sedco Sidewalk Project were completed on time and under budget. The cost efficiencies in those two projects allowed the City to complete design of Phase 3 of the project.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

Personnel - Yes

Procurement - Yes

Property Management - Yes

Record Keeping - Yes

Financial Management - Yes

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

The following City staff were involved in the successful delivery of past CDBG Projects:

Dan York - City Manager, CDBG Executive Director

Matt Bassi - Planning Director, CDBG Program Manager

Jason Farag - Public Works Director

Cameron Luna - Associate Engineer, Project Manager

Adam Jantz - Finance Manager

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. __✔__

2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. __✔__

3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. __✔__

4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. __✔__

5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. __✔__

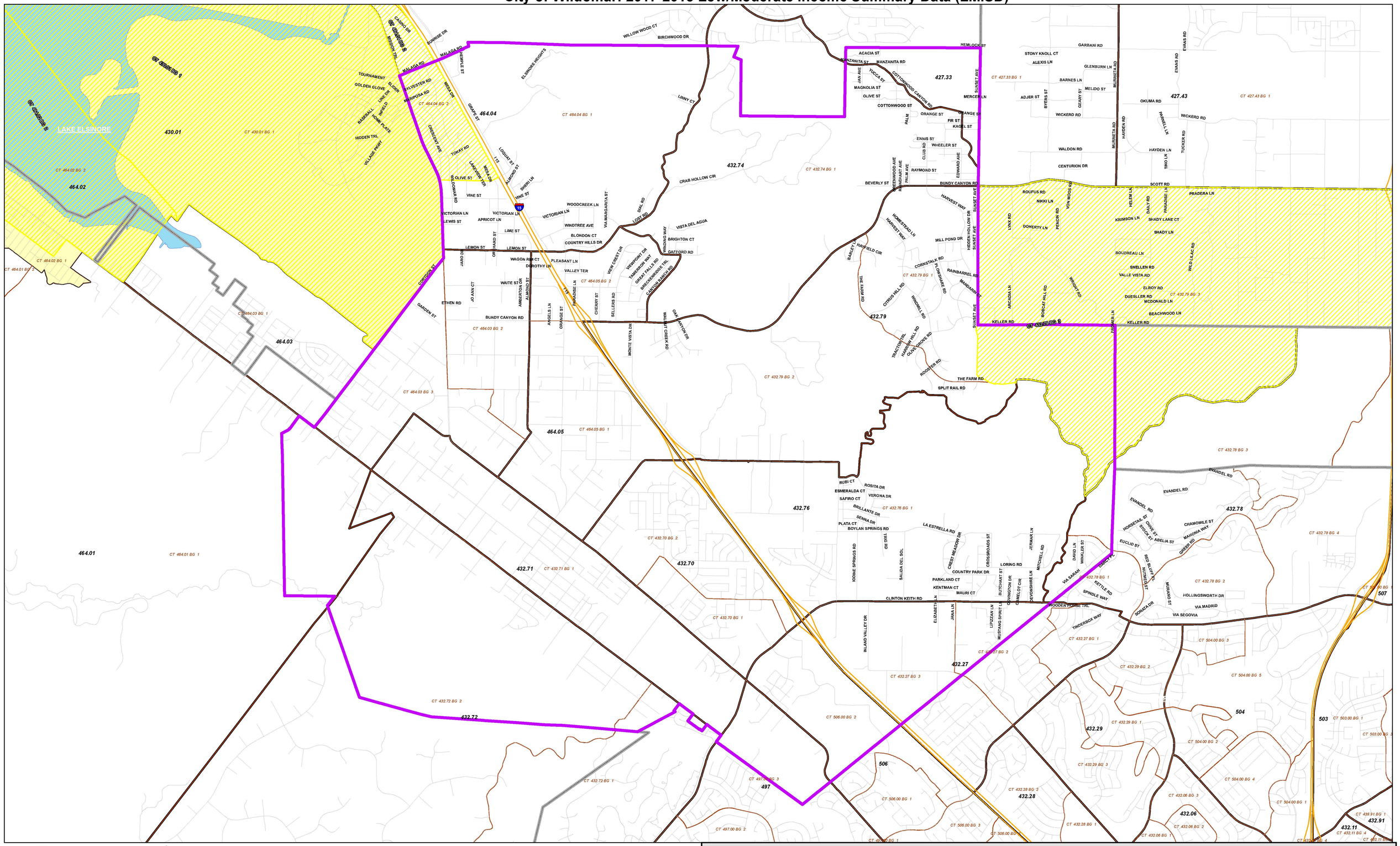
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** __✔__

DATE: 1/31/23

Signature: Matthew Bassi

Print Name/Title Authorized Representative: Matt Bassi, Community Development Director

City of Wildomar: 2017-2018 Low/Moderate Income Summary Data (LMISD)



COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

Disclaimer

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily Accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Legend

- Adjacent Cities
- Wildomar
- Low-Mod 2010 Block Groups
- Low-Mod 2010 Census Tract
- 2010 Census Block Groups
- 2010 Census Tracts
- Supervisor District
- Water Bodies
- Highways
- Roads

SUBJECT: Illegal Dumping and Administrative Citation Ordinance Amendment

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

ACTION:
1. Introduce an Ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 9.52.200 AND 1.16.080 OF THE WILDOMAR MUNICIPAL CODE REGARDING ILLEGAL DUMPING AND ADMINISTRATIVE CITATIONS

2. Find that the ordinance amendment is exempt from CEQA pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378

BACKGROUND:
Section 9.52.200 of the Wildomar Municipal Code makes it unlawful for any person to dump, discard or abandon or otherwise deposit any garbage in or upon any public or private property within the City. The items most commonly reported are TVs, computers, furniture, tires, etc. The health risks associated with illegal dumping are significant. Areas used for illegal dumping are easily accessible to people making public right of ways vulnerable to the physical hazards. More importantly, a consequence to areas plagued by illegal dumping is the decrease of overall aesthetics of the community and the potential reduction of property values and attraction of further nuisances.

DISCUSSION:
In order to address this issue, City staff has prepared an ordinance amendment increasing the administrative fines of illegal dumping in Section 9.52.200 and administrative fines generally in Section 1.16.080 of the Wildomar Municipal Code.

Amendment of Section 1.16.080 of the Wildomar Municipal Code

Currently, Section 1.16.080 governing the issuance of administrative citations provides Enforcement Officers the authority to issue citations with penalties assessed for each violation in amounts not to exceed:

- $100.00 for a first violation;
- $200.00 for a second violation of the same ordinance within one year; ands
- $500.00 for each additional violation of the same ordinance within one year.

However, consistent with Attorney General Opinion No. 07-503, the City may impose an administrative fine up to one thousand dollars ($1000.00). Specifically, the Attorney General states:

“We note that a fine of $1,000 is typically the maximum fine authorized as punishment for a misdemeanor, and that the maximum monetary fine or monetary penalty specifically for a violation of a city ordinance is also $1,000.”

Therefore, staff is recommending that Section 1.16.080 allow for the issuance of administrative citation penalties not to exceed $1,000 for a violation of the Wildomar Municipal Code. There may be instances where State law allows for a higher administrative penalty, such as a violation for illegal dumping.

Amendment of Section 9.52.200 of the Wildomar Municipal Code

While Attorney General Opinion No. 07-503 indicates that a fine of $1,000 is typically the maximum fine authorized as punishment for a misdemeanor, and that the maximum monetary fine or monetary penalty specifically for a violation of a city ordinance is also $1,000, the opinion does recognize the exception to this rule pursuant to Penal Code Section 19. Penal Code Section 19 provides authority for imposing fines beyond $1,000.00 in specified circumstances. Penal Code Section 19 states:

“*Except in cases where a different punishment is prescribed by any law of this state,* every offense declared to be a misdemeanor is punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars ($1,000), or by both.” (emphasis added)

Per Penal Code Section 19, except in cases where a different punishment is prescribed by any law of this state, every offense declared to be a misdemeanor is punishable by a fine not exceeding one thousand dollars ($1,000). In this case, illegal dumping does impose a different punishment. Penal Code Section 374.3 (illegal dumping) is punishable by an infraction with a mandatory fine of not less than $250 nor more than $1,000 upon a first conviction, $500 nor

more than $1,500 upon a second conviction, and less not than $750 nor more than $3,000 upon a third or subsequent conviction.

The Penal Code also provides for even higher administrative fine amounts for illegal dumping of commercial quantities. Commercial quantities is defined as an amount of waste matter generated in the course of a trade, business, profession, or occupation, or an amount equal to or in excess of one cubic yard. This subdivision does not apply to the dumping of household waste at a person's own residence. In these instances, people in violation of illegal dumping would be guilty of a misdemeanor punishable by imprisonment in a county jail for not more than six months and by a fine. The fine is mandatory and amounts to not less than one thousand dollars ($1,000) nor more than three thousand dollars ($3,000) upon a first conviction, not less than three thousand dollars ($3,000) nor more than six thousand dollars ($6,000) upon a second conviction, and not less than six thousand dollars ($6,000) nor more than ten thousand dollars ($10,000) upon a third or subsequent conviction.

Therefore, staff is recommending City Council amend Section 9.52.200 of the Wildomar Municipal Code to impose a fine of $1,000 for the first violation, $1,500 for the second violation and $3,000 upon the third or subsequent violation. A violation for commercial quantities would impose a fine of $3,000 for the first violation, $6,000 for the second violation and $10,000 for a third or subsequent violation.

FISCAL IMPACT:
Due to the difficulty in identifying illegal dumpers, there are currently not a significant number of citations issued. Therefore, the increase in revenue is difficult to determine, but will likely be minimal.

ATTACHMENTS:
Wildomar - Illegal Dumping Ordinance Amendment 4887-9909-6721 v.2.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 9.52.200 AND 1.16.080 OF THE WILDOMAR MUNICIPAL CODE REGARDING ILLEGAL DUMPING AND ADMINISTRATIVE CITATIONS

WHEREAS, the City of Wildomar has a compelling interest in protecting the public health, safety and welfare of its residents and businesses; and

WHEREAS, remedies and penalties for illegal dumping currently in state and local laws are inadequate to protect the public and the environment, to compensate the public and victims of such acts and to deter illegal dumping; and

WHEREAS, illegal dumping causes harm to the public and the environment by deteriorating property values, negatively impacting the business climate in the City, threats the City's natural environment, including sensitive and important riparian habitats and waterways, and diminishes the quality of life for persons near affected properties and the entire community; and

WHEREAS, all persons creating waste matter should be legally responsible to ensure that their waste matter is properly disposed of in the manner provided by law; and

WHEREAS, any person that fails to ensure proper disposal of waste matter they create may be liable for illegal dumping; and

WHEREAS, before a municipality may impose administrative fines or civil penalties, an enabling ordinance must establish that any person in violation of the municipal code will be liable for the administrative fine or civil penalty and that the municipality is authorized to recover the fine or penalty by a civil lawsuit; and

WHEREAS, the City of Wildomar established administrative fines for violations of the municipal code in Chapter 1.16 of the Wildomar Municipal Code; and

WHEREAS, the City of Wildomar desires to amend the current administrative penalties to further protect the general health safety and welfare of the public.

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

SECTION 1. RECITALS

The above recitals are true and correct and are hereby incorporated herein by this reference.

SECTION 2. AMENDMENT OF SECTION 9.52.200 OF THE WILDOMAR MUNICIPAL CODE

Section 9.52.200 [Illegal dumping] of Chapter 9.52 [Prohibition Against Certain Conduct on Public Property and Property Open to the Public] of Title 9 [Public Peace and Welfare] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"**9.52.200 Illegal dumping.**

A. It is unlawful to dump, or cause to be or dumped, waste matter in or upon a public or private highway or road, including any portion of the right-of-way thereof, or in or upon private property into or upon which the public is admitted by easement or license, or upon private property without the consent of the owner, or in or upon a public park or other public property other than property designated or set aside for that purpose by the governing board or body having charge of that property. Waste matter includes but is not limited to TVs, computers, furniture, and tires.

B. It is unlawful to place, deposit, or dump, or cause to be placed, deposited, or dumped, rocks, concrete, asphalt, or dirt in or upon a private highway or road, including any portion of the right-of-way of the private highway or road, or private property, without the consent of the owner or a contractor under contract with the owner for the materials, or in or upon a public park or other public property, without the consent of the state or local agency having jurisdiction over the highway, road, or property.

C. Each day that waste placed, deposited, or dumped in violation of subsection A or B of this section constitutes a separate violation.

D. This section does not restrict a private owner in the use of his or her own private property, unless the placing, depositing, or dumping of the waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard, as determined by a City code enforcement officer, the Riverside County health department, local fire department or district providing fire protection services, or the Department of Forestry and Fire Protection.

E. Administrative Penalties for Violations.

1. First Violation. A first violation within a twelve-month period shall be subject to an administrative penalty of one thousand dollars ($1,000.00).

2. Second violation. A second violation within a twelve-month period shall be subject to an administrative penalty of one thousand five hundred dollars ($1,500.00).

3. Third or subsequent violation. A third or subsequent violation within a twelve-month period shall be subject to an administrative penalty of three thousand dollars ($3,000.00).

F. Administrative Penalties for Commercial Quantities. A person who unlawfully dumps commercial quantities, as defined under California Penal Code Section 374.3, shall be subject to the following administrative penalties:

1. First Violation. A first violation within a twelve-month period shall be subject to an administrative penalty of three thousand dollars ($3,000.00).

2. Second violation. A second violation within a twelve-month period shall be subject to an administrative penalty of six thousand dollars ($6,000.00).

3. Third or subsequent violation. A third or subsequent violation within a twelve-month period shall be subject to an administrative penalty of ten thousand dollars ($10,000.00)."

SECTION 3. AMENDMENT OF SECTION 1.16.080 OF THE WILDOMAR MUNICIPAL CODE

Section 1.16.080, Subsection E [Administrative citations; Administrative Penalties] of Chapter 1.16 [Code Violations] of Title 1 [General Provisions] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"E. Administrative Penalties.

1. Except as otherwise provided in State law or this Code, the penalties assessed for each violation shall not exceed one thousand dollars ($1,000.00).

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty may increase for each additional administrative citation.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the City."

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Adoption of this ordinance is not subject to CEQA, as it is not a "Project" as defined by CEQA. (PRC Section 21065 and CEQA Guidelines Section 15378). The Guidelines define a "project" as the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is …an activity directly undertaken by any public agency including … public works construction and related activities. Under CEQA, "projects" must be discretionary, public agency actions which have the potential of affecting the environment. A project does not include organizational or administrative

activities of governments that will not result in direct or indirect physical changes in the environment.

SECTION 5. 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 6. EFFECTIVE DATE

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

SECTION 7. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 14th day of February, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.5
Meeting Date: February 14, 2024

SUBJECT: Homeless Services Memorandum of Understanding (MOU) with Murrieta

SUBMITTED BY: Yvette Magdaleno

PREPARED BY: Yvette Magdaleno

ACTION:
1) Authorize the City Manager to execute the Memorandum of Understanding with the City of Murrieta as illustrated in Attachment A

2) Approve a supplemental appropriation in the Measure AA fund for FY 2023-24 in the amount of $91,176.45 for Homeless services between Wildomar and Murrieta

SUMMARY:
A Memorandum of Understanding (MOU) between the City of Wildomar and the City of Murrieta establishes a collaborative framework to address homelessness in our communities. Recognizing the need for a coordinated effort, the MOU outlines key areas of cooperation, including joint outreach teams, information sharing, and a unified approach to Homeless Outreach Services. The collaborative approach is expected to enhance the effectiveness of our existing programs, create a seamless network of support, and promote a more compassionate response to homelessness. Our collaboration lays the foundation for efficient resource utilization and potential joint funding opportunities.

Therefore, it is recommended that the City council approve the MOU marking a positive step towards a coordinated conscious response to homelessness.

BACKGROUND:
The issue of homelessness is a growing concern in Riverside County, affecting both the city of Wildomar and the city of Murrieta communities. Recognizing the need for a comprehensive and coordinated approach to address the challenges associated with homelessness, representatives from both cities have engaged in discussions to establish an MOU outlining the framework for collaborative Homeless Outreach Services. The primary objective is to work

towards functional zero homelessness, ensuring that there are beds available for any individual or family seeking assistance.

DISCUSSION:
The proposed MOU outlines key areas of cooperation between the city of Wildomar and Murrieta addressing homelessness. This includes the establishment of joint outreach teams, information-sharing mechanisms, and a unified approach to delivering services to individuals experiencing homelessness.

This MOU builds on the strengths of each city, leveraging existing programs and services to create a seamless network of support for individuals and families facing homelessness. The collaborative efforts outlined in the MOU are intended to maximize the impact of Homeless Outreach Services and promote a unified front against homelessness in our communities.

FISCAL IMPACT:
The fiscal impact of this agreement is approximately $20,000.00 per month, resulting in an estimated annual cost of $240,000.00 for Fiscal Year 2024/2025. It is important to note that the actual financial burden on Wildomar may be mitigated by multiple grant funds, potentially reducing the overall maximum expenditure. A supplemental appropriation of $91,176.45 in the Measure AA fund is needed in FY 2023-24 based on the attached MOU.

ACCOUNT CODE:

120-410-4610-52115 Contractual Services

ATTACHMENTS:
Attach A-Ex A -Homeless Services MOU w-Murrieta.pdf

ATTACHMENT A

Homeless Services MOU w-Murrieta

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES

This MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES ("MOU") is made and entered into this 14th day of February, 2024 ("Effective Date") by and between the City of Murrieta, a municipal corporation ("Murrieta") and the City of Wildomar, a municipal corporation ("Wildomar"). Murrieta and Wildomar may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Murrieta has developed a comprehensive Homeless Services Program that includes homeless outreach, case management, encampment clean up, and emergency sheltering services, designed to provide homeless programs and services within its city corporate boundaries.

B. Murrieta has entered into certain Agreements for such programs with Kingdom Causes, Inc. dba City Net, a California nonprofit corporation ("City Net") for street outreach and case management services and God's Fan Club dba Project Touch, a California nonprofit corporation ("Project Touch") for emergency sheltering services.

C. Murrieta has served as a lead agency to develop a multi-jurisdictional collaborative named the Regional Homeless Alliance that focuses on addressing homeless programs and services on a regional basis through shared resources and programming.

D. The Parties desire to increase collaboration by utilizing shared services within these existing Agreements through this MOU.

AGREEMENT

1. Homeless Services

Concurrent with the Effective Date of this MOU, Murrieta hereby agrees to provide assistance to Wildomar in an effort to replicate its current Responsible Compassion homeless services program to increase regional collaboration and share homeless services program costs. During the term of this MOU, Murrieta will make services available under existing agreements with City Net and various other contractors for homeless street outreach and case management services, emergency sheltering services, encampment clean up services, and other services as described in Exhibit A. For the initial term of the agreement, street outreach services equivalent to 1.5 days per week will be provided to Wildomar along with case management services at the emergency shelter.

2. Term of MOU

The term of this MOU shall be for a period of six months from the Effective Date, unless terminated as provided herein. The term of this MOU may be extended by mutual agreement of the Parties. After the six month term, Parties will revisit compensation and scope of work to ensure it is equitable for Parties.

3. Compensation to Murrieta

Wildomar shall be responsible for reimbursing Murrieta for costs as described in Exhibit A. Murrieta will invoice for payment with detailed invoices for street outreach and case management, and emergency sheltering. Additionally, a ten percent (10%) administrative fee will be charged for services. Wildomar shall, within 30 days of receipt of invoice from Murrieta pay all charges thereon. The compensation for the services shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference and shall not exceed Twenty Thousand, Thirty-Nine dollars and Twenty-one cents ($20,039.21) per month. Murrieta, in its sole discretion, will make available a portion of grant funds secured through a variety of means, including, but not limited to, Housing and Homeless Incentive Program, Department of Health and Human Services Substance Abuse and Mental Health Services Administration funds, and American Rescue Plan Act funds, to subsidize overall monthly costs. Grant funds will be applied to the monthly invoice. Murrieta does not guarantee the ongoing availability of any grant funds.

4. Indemnity

4.1 Neither Wildomar nor any officer or employee of Wildomar shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Murrieta shall fully indemnify, defend and hold Wildomar harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU.

4.2 Neither Murrieta nor any officer or employee of Murrieta shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Wildomar shall fully indemnify, defend and hold Murrieta harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU.

5. Termination

Either Party may terminate the whole or any part of this MOU at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective

date thereof, at least ten (10) days before the effective date of such termination. Upon termination, Wildomar shall be obligated to pay Murrieta for those Wildomar Services which have been rendered prior to the date. Upon termination, any data collected through street outreach, case management, or emergency sheltering services shall be turned over to Wildomar within a responsible timeframe. All personal property collected through homeless encampment clean ups shall be picked up by Wildomar, and Murrieta's liability for such personal property shall cease.

6. Notices

6.1 Written Notice. All written notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

Murrieta
City of Murrieta
Attn: City Manager
Re: MOU for Homeless Services
1 Town Square
Murrieta, CA 92562

Wildomar
City of Wildomar
Attn: City Manager
Re: MOU for Homeless Services
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595

7. Miscellaneous

7.1 Entire MOU; Amendments. This MOU constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendment to this MOU must be in writing and executed by both Parties.

7.2 Responsibility for additional agreements on behalf of Wildomar. Within forty-five (45) days following execution of this MOU Wildomar shall enter into a separate agreement with Project Touch for emergency shelter services for a maximum of four beds, based upon the same rates as currently exists between Murrieta and Project Touch. Murrieta will invoice for such services. Additionally, should Wildomar desire to utilize Murrieta's existing agreements for encampment clean up services, Wildomar shall enter into agreements with those contractors. Services that are supervised by Murrieta employees will be invoiced by Murrieta, and the administrative fee will apply.

7.3 Responsibility for additional services on behalf of Wildomar. Wildomar shall establish dedicated funds for homeless diversion services. Such services include, but are not limited to, the cost of transportation of an individual back to family support away from

Wildomar. In most cases, this service will be completed through the lowest cost transportation available purchase of a bus ticket.

7.4 Responsibility for additional purchases on behalf of Wildomar. At a future, mutually agreed time, Wildomar shall purchase a storage container, commonly known as a Conex box, for the storage of personal property collected during homeless encampment clean ups within Wildomar. Storage container shall be located within the city limits of Wildomar, and Parties shall have access to such facility. Until this storage container is purchased, Parties agree to utilize the current storage container located at the Murrieta Public Works Yard.

7.5 Governing Law. This MOU shall be governed by the laws of the State of California without regard to choice of law rules.

7.6 Authority to Execute. Any individual executing this MOU on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of such Party, and this MOU is binding upon such Party in accordance with its terms.

7.7 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

7.8 No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this MOU by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

7.9 Force Majeure. With respect to any provisions of this MOU, the violation or non-compliance of any term of this MOU which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

7.10 Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7.11 Time is of the Essence. Time is of the essence with regard to the performance of all of Wildomar's and Murrieta's obligations under this MOU.

[SIGNATURES ON NEXT TWO (2) PAGES]

WILDOMAR'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS PROGRAMS AND SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF WILDOMAR, CALIFORNIA

By:_____
Daniel A. York, City Manager

ATTEST:

By:_____
Janet Morales, City Clerk

APPROVED AS TO FORM:

By:_____
Thomas Jex, City Attorney

MURRIETA'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS PROGRAMS AND SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF MURRIETA, CALIFORNIA

By:_____
Kim Summers, City Manager

ATTEST:

By:_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

By:_____
Tiffany Israel, City Attorney

EXHIBIT A

REGIONAL HOMELESS ALLIANCE
Memoradum of Understanding
for Collaberorative Homeless Programs and Services
between Cities of Murrieta and Wildomar

ASSUMPTIONS:	To increase regional homeless services collaberation and reach the goal of functional zero homelessness, Wildomar and Murrieta will consider expanding the existing Responsible Compassion homeless services program.
	Wildomar and Murrieta will enter into a short term, 6-month Memoradum of Understanding (MOU) for Wildomar to purchase the equivalent of 1.5 days of Murrieta's existing agreement with City Net for street outreach and case management services. As Murrieta considers expanding the terms of its existing agreements for services, a longer termed MOU will be considered if mutually agreeable.
	Wildomar recognizes that Murrieta's agreements with service providers Project Touch and City Net will be renogotiated in the near future from monthly agreements to annual. Costs may increase according to standard CPI adjustments.
	Regular status meetings will be scheduled.
SCOPE OF SERVICES:	During the term of this MOU, the City of Murrieta will coordinate the following services on behalf of the City of Wildomar: street outreach and case management services, emergency sheltering services, encampment clean up services, diversion services, and other services with the goal of functional zero homelessness between the two cities. Functional zero homelessness is defined as all services leading to a bed available for any individual desiring to reach housing sustainability.

Murrieta Commits to:	**Wildomar Commits to:**
Administering and coordinating all homeless services with assistance from Wildomar staff. All protocols for street outreach, case management, encampment clean up, and other processes will be shared and replicated.	Entering into a separate agreement with Project Touch for sheltering services utilizing Murrieta's existing agreement and funding structure.
Ensure data entry (including HMIS) and creation of by-name list.	A good faith effort to site an emergency, transitional, or other type of homeless shelter specific to the Wildomar community in the future.
Murrieta to provide a social media campaign through Responsible Compassion Facebook page.	At a mutually agreeable time, purchase and select a site for a storage/conex box for clean up and storage of personal items located at encampments
Murrieta may serve, if delegated authority, to represent Wildomar on Riverside County's Continuum of Care.	Communicating with the Riverside County Sheriff's Department its commitment to the Responsible Compassion homeless services framework.
Murrieta will begin researching new grant opportunities as a collaberation.	Duplicating Murrieta's 602-No Trespass protocols and processes.
Approximate Murrieta staff time: Management Analyst @ 16 hrs per month; Director of Community Services @ 4 hrs per month.	Wildomar to piggyback on Murrieta's existing encampment clean up agreements and allocate a sufficient annual budget for these services.
	Wildomar to establish a homeless diversion program (ie., transportation)

EXHIBIT A

REGIONAL HOMELESS ALLIANCE
Memoradum of Understanding
for Collaberorative Homeless Programs and Services
between Cities of Murrieta and Wildomar

COSTS	TOTAL APPROXIMATE COST		NOTES
Street Outeach & Case Management			
Murrieta's monthly costs for City Net - Total services	$32,632.34	Per month	
Divided by 30 days in typical month	$1,087.74	Per day	
Multiplied by 1.5 days	$1,631.62	Per week - Wildomar's commitment	
Total Wildomar responsibility per month	**$6,526.47**	Per month - maximum Wildomar's commitment	
Sheltering			
Assumption: $50/night per bed	$6,000.00	Cap of 4 beds per night	
Assumption: $20/day food	$2,400.00	Cap of 4 individuals per day	
Share of utilities	$285.00	1/4 of utilities - monthly	
Total Wildomar responsibility per month	**$8,685.00**	Per month - maximum Wildomar's commitment	
Total Maximum Share	**$15,211.47**	Monthly	
Murrieta Staff	**$3,306.60**	Monthly	
Murrieta Administrative fee	**$1,521.15**	10%	
OVERALL MAX. WILDOMAR SHARE *	**$20,039.21**	Month	**ANNUAL TOTAL:** **$240,470.58**

Administrative Fee: Assuming 10% overall cost
602 No trespassing processes
Finance billing, Murrieta's attorney costs, administering bus diversion program, City vehicles, gas, risk management.

Does not include: Wildomar's internal costs (ie., attorney, public safety, billing, etc.)

*** Multiple grant funds will reduce the overall maximum Wildomar share**

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: February 14, 2024

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:

Title- Councilmember-Anticipated Date

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: February 14, 2024

SUBJECT: January 2024 Warrant Register Cemetery

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 12-07-2023 in the amount of $994.58.
2. Warrant Register dated 12-14-2023 in the amount of $2,331.27.
3. Warrant Register dated 12-21-2023 in the amount of $6,837.34.

SUMMARY:
January 2024 Warrant Register Cemetery

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 2023/24 Budget.

ATTACHMENTS:
Warrant Reg CEM Jan 2024 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217689	1/11/2024	000088 ACE HARDWARE	307712/3		CEMETERY DEPT SUPPLIES	25.82
			307741/3		CEMETERY DEPT SUPPLIES	84.80
			307748/3		CEMETERY DEPT SUPPLIES	7.42
					Total :	**118.04**
217690	1/11/2024	000367 CINTAS CORPORATION	9253798061		SD EYEWASH SERVICE AGREEMENT	141.38
					Total :	**141.38**
217691	1/11/2024	000367 CINTAS CORPORATION	4177458582		STAFF UNIFORM & TOWEL MAINTENANCE	139.74
			4179022354		STAFF UNIFORM & TOWEL MAINTENANCE	139.74
					Total :	**279.48**
217692	1/11/2024	000342 FENCE MASTERS	32024111		REPLACE 5- 2 3/8 TENSION BANDS WITH H-D	465.00
			32028121		REPAIR HOLE IN EXISTING 6" CHAIN LINK GA	420.00
					Total :	**885.00**
217693	1/11/2024	002082 MAIN SAIL PEST CONTROL	54973		PEST CONTROL SERVICES	75.00
			55890		PEST CONTROL SERVICES	75.00
					Total :	**150.00**
217694	1/11/2024	000790 SPARKLETTS	18075184-123023		CEMETERY DRINKING WATER THROUGH 12/30/23	16.49
					Total :	**16.49**
217695	1/11/2024	000094 STAUFFERS LAWN EQUIPMENT	346802		EQUIPMENT MAINTENANCE REPAIR	38.56
			346803		EQUIPMENT MAINTENANCE REPAIR	105.19
					Total :	**143.75**
217696	1/11/2024	001720 STERICYCLE, INC	8005711711B		CONTRACTUAL SHREDDING SVC	119.09
					Total :	**119.09**

8 Vouchers for bank code : wf **Bank total : 1,853.23**

8 Vouchers in this report **Total vouchers : 1,853.23**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217721	1/18/2024	000088 ACE HARDWARE	307637/3		CEMETERY DEPT SUPPLIES	43.38
					Total :	**43.38**
217722	1/18/2024	000367 CINTAS CORPORATION	9245872044		SD EYEWASH SERVICE AGREEMENT	141.38
					Total :	**141.38**
217723	1/18/2024	000367 CINTAS CORPORATION	4179687087		STAFF UNIFORM & TOWEL MAINTENANCE	139.74
			4180410527		STAFF UNIFORM & TOWEL MAINTENANCE	139.74
					Total :	**279.48**
217724	1/18/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12741053		11/17/23-12/17/23 CEMETERY WATER SERVICE	812.39
					Total :	**812.39**
217725	1/18/2024	000186 RIGHTWAY	367660		12/18/23-01/14/24 CEMETERY RESTROOM MAIN	452.18
					Total :	**452.18**

5 Vouchers for bank code : wf **Bank total :** **1,728.81**

5 Vouchers in this report **Total vouchers :** **1,728.81**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217732	1/24/2024	002176 L & F TIRE & WHEEL	12324	0000521	TIRES FOR 1999 CHEVY 3500 HD TRUCK	2,263.38
					Total :	**2,263.38**

1 Vouchers for bank code : wf **Bank total :** **2,263.38**

1 Vouchers in this report **Total vouchers :** **2,263.38**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217761	1/25/2024	000367 CINTAS CORPORATION	5180768818		CEMETERY FIRST AID & SAFETY	193.94
					Total :	**193.94**

1 Vouchers for bank code : wf **Bank total :** **193.94**

1 Vouchers in this report **Total vouchers :** **193.94**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: February 14, 2024

SUBJECT: December 2023 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

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

SUMMARY:
December 2023 Cemetery Treasurer's Report

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

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
December 2023

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 414,478.15	$ 414,478.15	$ 414,478.15	28.61%	0	5.55%
300	CAMP MANAGED ACCOUNT	$ 1,023,805.18	$ 1,023,805.18	$ 1,034,457.89	71.39%	850	4.670%
	TOTAL	$ 1,438,283.33	$ 1,438,283.33	$ 1,448,936.04	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 412,532.85	$ -	$ 1,945.30	$ -	$ 414,478.15	5.55%
300	CAMP MANAGED ACCOUNT	$ 1,021,549.25	$ -	$ 2,255.93	$ -	$ 1,023,805.18	4.670%
	TOTAL	$ 1,434,082.10	$ -	$ 4,201.23	$ -	$ 1,438,283.33	

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

1/15/2024
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: February 14, 2024

SUBJECT: City Council/Cemetery District Minutes - November 8, 2023.

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. City Council_Cemetery District Minutes 11-08-2023

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, NOVEMBER 8, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

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

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

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

ROLL CALL

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

Members absent: Dustin Nigg

PUBLIC COMMENTS

No public comments.

CLOSED SESSION

CLOSED SESSION

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

Title: City Attorney

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to

litigation.

3.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:

James Bush and Theresa Bush v. Carlos Alberto Aracena, Verio Healthcare, Inc and City of Wildomar; Case No. CVSW2308821

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated that the City Council met in Closed Session in regards to all the items on the closed session. No reportable actions for Item #1 or Item #2. Regarding Item #3, the City Council voted unanimously 4-0 to defend the litigation.

ADJOURN CLOSED SESSION

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

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

The Regular Meeting of the Wildomar City Council was called to order by Mayor Morabito at 6:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

Staff in attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Economic Development Director Davidson, Public Works Director Farag, Administrative Services Director Schrader, Community Services Director Torres, Finance Manager Jantz, Code Enforcement Supervisor Berroteran and Human Resources/Risk Manager Wolf.

FLAG SALUTE

The flag salute was led by Community Services Director Torres.

PRESENTATIONS

There were no presentations.

DEPARTMENT REPORTS

Wildomar 1st Quarter Fire Department Update

Fire Chief Olsen presented the report.

Wildomar Police Department Update

Deputy Crivello and Deputy Hibbler presented the report.

Wildomar Library Quarterly Update

Branch Manager Pike and Librarian Brautigam presented the report.

General Plan Update Progress Report #17

Community Development Director Bassi presented the report.

PUBLIC COMMENTS

There were no public comments.

COUNCIL COMMUNICATIONS

The City Council members spoke regarding various committees, comm1ss1ons, 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: Ashlee DePhillippo, Carlos Marquez, Bridgette Moore, Joseph Morabito

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

1.1) Reading of Ordinances

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

1.2) Warrant Register October 2023

Suggested Action: Approved the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 10-05-2023 in the amount of $1,867.20
2. Warrant Register dated 10-12-2023 in the amount of $56,032.11
3. Warrant Register dated 10-19-2023 in the amount of $1,285,286.77
4. Warrant Register dated 10-26-2023 in the amount of $165.

For Fiscal Year 2023/2024

5. Warrant Register dated 10-03-2023 in the amount of $609
6. Warrant Register dated 10-05-2023 in the amount of $354,437.71
7. Warrant Register dated 10-12-2023 in the amount of $292,849.61
8. Warrant Register dated 10-19-2023 in the amount of $140,333.04
9. Warrant Register(s) dated 10-26-2023 in the amount of $271,130.21
10.Warrant Register dated 10-31-2023 in the amount of $609
11. Wire Transfer Register dated 10-31-2023 in the amount of $60,975.18.12
12. Payroll Register dated 11-01-2023 in the amount of $211,475.50.

1.3) September 2023 City Treasurers Report

Suggested Action: Approved the Treasurer's Report for September 2023.

1.4) Tri-Party Consultant Service Agreement for the Largo Industrial Project Mitigated Negative Declaration (PA 23-0118)

Suggested Action: 1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Largo Concrete, Inc. and PlaceWorks, Inc. for the preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project; and

2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project.

1.5) Fund Balance and Reserve Policy

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 66
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A FUND BALANCE AND RESERVE POLICY

1.6) Flock Safety Automatic License Plate Reader Master Services Agreement

Suggested Action: 1. Approved and Authorized the City Manager to Execute the Master Services Agreement with Flock Safety for the Flock Safety License Plate Reader Cameras and Platform which Includes an additional seven cameras.

2. Approved a supplemental appropriation in the Measure AA fund in the amount of $18,550 for the deployment of seven new cameras within City limits.

1.7) First Amendment to the Streetlight Maintenance Implementation Agreement with the Western Riverside Council of Governments (WRCOG) and Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC

Suggested Action: 1. Approved and authorized the City Manager to execute a First Amendment to the Implementation Agreement with the Western Riverside Council of Governments (WRCOG);and

2. Approved and authorized the City Manager to execute Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC.

1.8) Agreement with Architerra, Inc. dba Architerra Design Group for Landscape Architecture and Construction Management Services for the Landscape Maintenance District Enhancements Project (CIP 100)

Suggested Action: 1. Authorized the City Manager to execute a Services Agreement in the amount of $300,000 with Architerra, Inc. for landscape architecture and construction management services for the

Landscape Maintenance District Enhancements Project.

2. Approved a budget appropriation of $335,000 in revenue and expenditures for various funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate maintenance district funds to the Project.

1.9) Funding Agreements with the Riverside County Transportation Commission for the Clinton Keith Rd. Widening and Bundy Canyon Rd. Improvement, Segments 2 and 3, Projects

Suggested Action: 1. Authorized the City Manager to execute the following agreements with the Riverside County Transportation Commission (RCTC):

Agreement for the Funding of TUMF and Measure A Regional Arterial Improvements with the City of Wildomar for Clinton Keith Road Widening Project; Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 2; Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 3

2. Authorized the City Manager to approve and execute amendments related to each of the three agreements that are non-substantive in nature.

3. Approved budget appropriations and increases in revenue budgets for Fund 508 to allocate available grant funds to the three projects as identified in the Fiscal Impact and Account Code sections of this staff report.

1.10) Services Agreement for Employment Application Management Software with Governmentjobs.com, Inc. (D/B/A/ NEOGOV).

Suggested Action: Authorized the City Manager to enter into an Order Form and Agreement with NeoGov, Inc. for employment applicant tracking software.

1.11) COVID-19 Prevention Program Update Based on Non-Emergency Regulations

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 67
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE ADMINISTRATIVE POLICY TITLED CITY OF WILDOMAR COVID-19 PREVENTION PROGRAM

1.12) Service Agreement with AppleOne for Temporary Employee Staffing Services

Suggested Action: Approved and Authorized the City Manager to Execute the Service Agreement with AppleOne for Temporary Staffing Services

1.13) Legislative Update Change to Personnel Rules - Part Time Sick Leave

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S PERSONNEL RULES

1.14) Payment Processing Agreement with CSG Forte Payments, Inc. for Payment Card and ACH Transaction Processing Services.

Suggested Action: Approved and Authorized the City Manager to Execute the Payment Processing Agreement with CSG Forte Payments, Inc., and to provide payment processing and related products and services.

1.15) Annexation No. 9 into Community Facilities District No. 2022-1 (Services) for Popeyes (PP 21-0138)

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 69
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. 9) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.16) Second Amendment to the Professional Services Agreement with Placeworks, Inc., and approval of a task order to provide Environmental and Regulatory Permit Processing Services for the Clinton Keith Road Widening Project (CIP 025-1)

Suggested Action: 1. Approved and authorized the City Manager to execute the Second Amendment to the Professional Services Agreement with Placeworks, Inc.; and

2. Approved and authorized the City Manager to execute a task order agreement in the amount of $226,164 for required Environmental and Regulatory Permitting Services for the Clinton Keith Road Widening Project (CIP 025-1)

1.17) Tres Lagos Affordability Covenant

Suggested Action: Approved and authorized the City Manager to sign

the Affordability Covenant 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.

1.18) Approve Facilities Contract Specialist Classification Description, Revise the Position Classification Schedule, and Amend the Existing Pay Plan to Add the New Classification

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. 2023 - 70
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING A FACILITIES CONTRACT SPECIALIST CLASSIFICATION DESCRIPTION; AMENDING THE EXISTING PAY PLAN; AND REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FACILITIES CONTRACT SPECIALIST CLASSIFICATION

1.19) Holt Ministries Event Partnership Memorandum of Understanding (MOU) for the Elsinore Community Annual Turkey Giveaway

Suggested Action: 1. Authorized the City Manager to sign the MOU with Holt Ministries dependent that the foundation fulfills all requirements.
2. Waived fees associated to the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

2) PUBLIC HEARINGS

2.1) CR&R Wildomar Service Update

City Manager York, CR&R Senior Regional Vice President Braicovich, and Senior Sustainability Manager Jimenez presented the report.

There were no public comments.

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

2.2) Increase in Solid Waste Collection Service Rates

Finance Manager Jantz presented the staff report.

Linda Hayes, resident, provided public comment in opposition of the item.

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

RESOLUTION NO. 2023 - 71
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, AUTHORIZING THE ADJUSTMENT OF RESIDENTIAL, COMMERCIAL, AND ROLL-OFF SOLID WASTE COLLECTION AND TRANSPORTATION RATES FOR CR&R SERVICES AND INCREASING THE FRANCHISE FEE RATE COMMENCING JANUARY 1, 2024

Motion Approved: 3 - 1

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

2.3) Adoption of New Fixed Fee Schedules

Finance Manager Jantz presented the staff report.

There were no public comments.

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

RESOLUTION NO. 2023 - 72
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULES OF USER FEES FOR PLANNING, PUBLIC WORKS, ENGINEERING, BUILDING, AND FIRE

Motion Approved: 4 - 0

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

3) GENERAL BUSINESS

3.1) FY2023-24 1st Quarter Budget Report

Finance Manager Jantz presented the staff report.

Moved by Bridgette Moore; seconded by Carlos Marquez to Approve the Fiscal Year 2023-24 1st Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - 73
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

Future Agenda Items

No future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Morabito adjourned the City Council Meeting at 8:01 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District was called to Order by Chair Morabito at 8:01 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

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

Motion Approved: 4 - 0

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

Voting Against: None
Abstain: None
Absent: Dustin Nigg

4) CEMETERY CONSENT CALENDAR

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

Motion Approved: 4 - 0

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

4.1) Cemetery Minutes - October 11, 2023 Regular Meeting

Suggested Action: Approved the Minutes as presented

4.2) Warrant Register Cemetery October 2023

Suggested Action: Approved the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 10-12-2023 in the amount of $1,680.64.

For Fiscal Year 2023/2024
2. Warrant Register dated 10-12-2023 in the amount of $3,155.70
3. Warrant Register dated 10-26-2023 in the amount of $823.84.

4.3) September 2023 Cemetery Treasurers Report

Suggested Action: Approved the Treasurer's Report for September 2023.

4.4) Resolution of Intention for the Wildomar Cemetery District to Dedicate Right of Way for the Palomar Street Widening Project (CIP 028-2)

Suggested Action: Adopted a Resolution entitled:

RESOLUTION NO. WCD2023 - 04
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT DECLARING ITS INTENTION TO DEDICATE RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES; AND FIXING A TIME AND PLACE FOR HEARING ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED DEDICATION

5) CEMETERY PUBLIC HEARINGS

There were no public hearings.

6) CEMETERY GENERAL BUSINESS

There were no general business items.

GENERAL MANAGER REPORT

There was no general manager report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the Wildomar Cemetery District Meeting at 8:04 p.m.

Submitted by:



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Janet Morales, CMC
City Clerk