# CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

## WEDNESDAY, MARCH 13, 2024

## Closed Session: 5:00 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 - 5:00 P.M.**

**ROLL CALL**

**PUBLIC COMMENTS**

**CLOSED SESSION**

### CLOSED SESSION
Presented By: Thomas D Jex, City Attorney

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

**RECONVENE INTO OPEN SESSION**

**ANNOUNCEMENTS**

**ADJOURN CLOSED SESSION**

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

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

**FLAG SALUTE**

**PRESENTATIONS**
1. Julia Lee Charter Student Presentation
2. Riverside County Transportation Commission (RCTC) - Traffic Relief Plan
3. Other Recognitions/Presentations.

**DEPARTMENT REPORTS**

### Animal Friends of the Valleys - A Year in Review 2023

**RECOMMENDATION:**
Receive and file.

### Police Department Quarterly Update

**RECOMMENDATION:**
Receive and file.

### General Plan Update and Development Code Progress Report #21
Presented By: Matthew Bassi, Planning Department

**RECOMMENDATION:**
Receive and file.

## PUBLIC COMMENTS
*This is the time when the Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda. 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 December 13, 2023 - City Council/ Cemetery Regular Minutes
Presented By: Janet Morales , City Clerk's Office

**RECOMMENDATION:**
Approve the minutes as presented.

**1.2** **February 2024 Warrant Register**

Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**

Approve the following:
For Fiscal Year 2023/2024

1. Warrant Register dated 02-01-2024 in the amount of $556,127.44.
2. Warrant Register dated 02-08-2024 in the amount of $1,164,687.46.
3. Warrant Register dated 02-15-2024 in the amount of $198,007.20.
4. Warrant Register dated 02-22-2024 in the amount of $682,450.07.
5. Warrant Register dated 02-29-2024 in the amount of $134,967.72.
6. Wire Transfer Register dated 02-29-2024 in the amount of $45,667.38.
7. Payroll Register dated 03-01-2024 in the amount of $353,161.44.

**1.3** **January 2024 City Treasurer's Report**

Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**

Approve the Treasurer's Report for January 2024

**1.4** **2nd Reading of Ordinance No. 238 for Zoning Ordinance Amendment No. 2023-06**

Presented By: Matthew Bassi , Planning Department

**RECOMMENDATION:**

Adopt an Ordinance entitled:

**ORDINANCE NO. 238**

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

**1.5** **2nd Reading of Ordinance No. 239 -Illegal Dumping and Administrative Citation Ordinance Amendment**

Presented By: Thomas D Jex , City Attorney

**RECOMMENDATION:**

1. Adopt an Ordinance entitled:

**ORDINANCE NO. 239**

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

**1.6** **2023 HCD Annual Housing Element Report**
Presented By: Matthew Bassi , Planning Department

**RECOMMENDATION:**
Receive and File this Report and Direct the Community Development director to submit to the Department of Housing and Community Development.

**1.7** **Annexation No. 10 into Community Facilities District No. 2022-1 (Services) for Faith Bible Church (LLA 2020-008)**
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**
Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - ____**
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. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

**1.8** **Grading Agreement for Wildomar Commerce Center**
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**
Authorize the City Manager to execute the Mass Grading Agreement with White Sable, LLC and Wildomar One, LLC (Developer).

**1.9** **Acceptance of Public Improvements for Popeyes Restaurant (DMSD Cajun Properties, LLC)**
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**
Adopt a Resolution entitled:

**RESOLUTION NO. 2024-_____**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE PUBLIC IMPROVEMENTS FOR POPEYES RESTAURANT (PLOT PLAN NO. 21-0138) AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

**1.10 Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Bundy Canyon Rd. Improvement Project, Segment 2**
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**
Authorize the Public Works Director to execute a Streambed Alternation Agreement with the California Department of Fish and Wildlife for the Bundy Canyon Rd. Improvement Project, Segment 2

**1.11 Agreement for Services between the City of Wildomar, California, and Gods Fan Club ( Dba Project T.O.U.C.H.)**
Presented By: Raul Berroteran , Code Enforcement Department

**RECOMMENDATION:**
1. Authorize the City Manager to execute a Professional Services Agreement between the City of Wildomar and God's Fan Club Dba Project T.O.U.C.H.

2. Approve a supplemental appropriation of $41,940.00 for Fiscal Year 2024 in the Measure AA Fund 120-410-4610-52115

## 2. PUBLIC HEARINGS

**2.1** **Public Hearing for Annexation No. 8 (Tres Lagos Apartments, Phase 2) - Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 8**

Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**

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

**RESOLUTION NO. 2024 - _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 8)

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

**RESOLUTION NO. 2024 - _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 8)

## 3. GENERAL BUSINESS

**3.1** **AB 168 Cultural Resource Treatment and Disposition Agreements between City of Wildomar and Pechanga and Soboba Band of Luiseno Indians for the Project Touch Transitional Housing Proposal; andÂ  aÂ Presentation by Project Touch regarding their services.**

Presented By: Matthew Bassi , Planning Department

**RECOMMENDATION:**

1. Authorize the City Manager to execute the Cultural Resource Treatment and Disposition Agreements between City of Wildomar and Pechanga and Soboba Band of Luiseno Indians for the Project Touch Transitional Housing proposal; and

2. Receive a presentation by the Project Touch team regarding their services.

**3.2** **California Constitutional Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act**
Presented By: Daniel A York , City Manager

**RECOMMENDATION:**
Discuss and provide direction to bring back a Resolution opposing the Taxpayer Protection and Government Accountability Act

## CITY MANAGER REPORT

- Discuss and Provide Direction on Citywide Street Sweeping
- Discuss and Provide Direction on Adopting and Ordinance related to Catalytic Converters
- Discuss and Provide Direction on Zip Code Change or Community Identity

## FUTURE AGENDA ITEMS

**Future Agenda Items**

**RECOMMENDATION:**
**Title- Councilmember-Anticipated Date**
1. Catalytic Converter Ordinance - DePhillippo - TBD

## ADJOURN THE CITY COUNCIL MEETING

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

## CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

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

## PUBLIC COMMENTS

## BOARD COMMUNICATIONS

## APPROVAL OF THE AGENDA AS PRESENTED
*The Board of Trustees to approve the agenda as it is herein presented, or, if it is the desire of the Board, the agenda can be reordered, added to, or have items tabled at this time.*

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

**4.1** **December 13, 2023 - City Council/ Cemetery Regular Minutes**
Presented By: Janet Morales , City Clerk's Office

**RECOMMENDATION:**
Approve the minutes as presented.

**4.2** **February 2024 CemeteryÂ Warrant Register**
Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**
Approve the following:
For Fiscal Year 2023/2024
1. Warrant Register dated 02-01-2023 in the amount of $1,604.93.
2. Warrant Register dated 02-15-2023 in the amount of $1,669.70.
3. Warrant Register dated 02-29-2023 in the amount of $5,394.07.

**4.3** **January 2024 Cemetery Treasurer's Report**
Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**
Approve the Treasurer's Report for January 2024

**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 "Watch Live" or "In Progress" 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: March 7, 2024

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CLOSED SESSION**
**Meeting Date: March 13, 2024**

**SUBJECT:** CLOSED SESSION

**SUBMITTED BY:** Thomas D Jex

**PREPARED BY:** Thomas D Jex

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

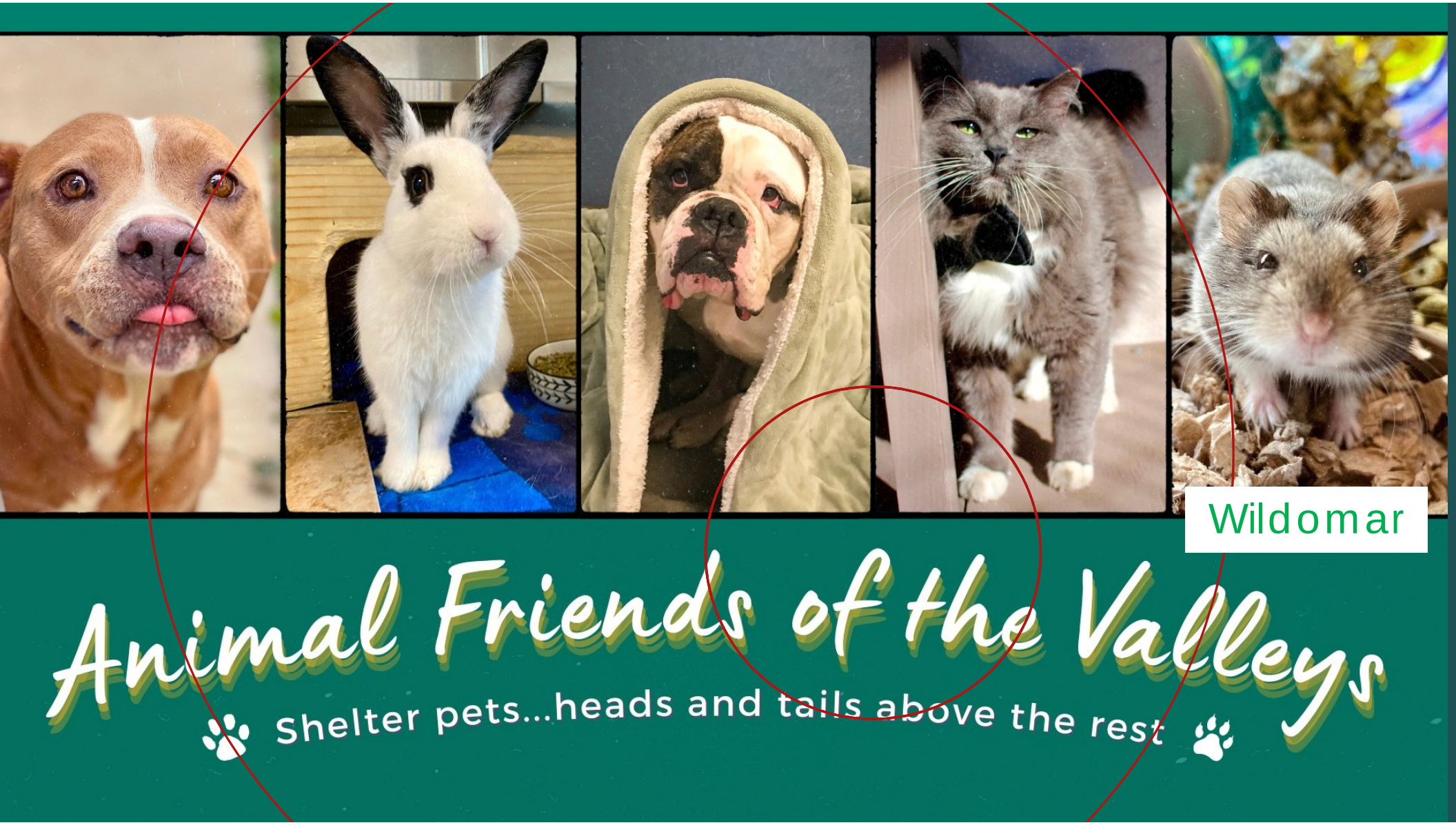
**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**DEPARTMENT REPORT**
**Meeting Date: March 13, 2024**

**SUBJECT:** Animal Friends of the Valleys - A Year in Review 2023

**ACTION:**
Receive and file.

**ACCOUNT CODE:**
This is only a report and therefore it has no fiscal impact.

**ATTACHMENTS:**
1. AFV Wildomar Presentation


Wildomar
Animal Friends of the Valleys
Shelter pets...heads and tails above the rest

# Mission and Vision Statements

Animal Friends of the Valleys is dedicated to promoting humane care of animals through education and a humane, pro-active animal services program. We are committed to preventing the suffering of animals and to ending pet overpopulation in the communities we serve.

AFV's vision is to be recognized as the leading shelter by providing a safe haven for all animals, while becoming a full service animal care facility that offers quality and affordable care. Through community education and involvement, AFV will reach our vision to end pet overpopulation and find a home for every adoptable pet in our shelter.

# Core Values

**Compassion for animals**

**Employee excellence**

**Outstanding community and customer service**

**Building strong networks, partnerships, and alliances**

**Educational advocacy**

**Fiscal responsibility**

# A Year In Review

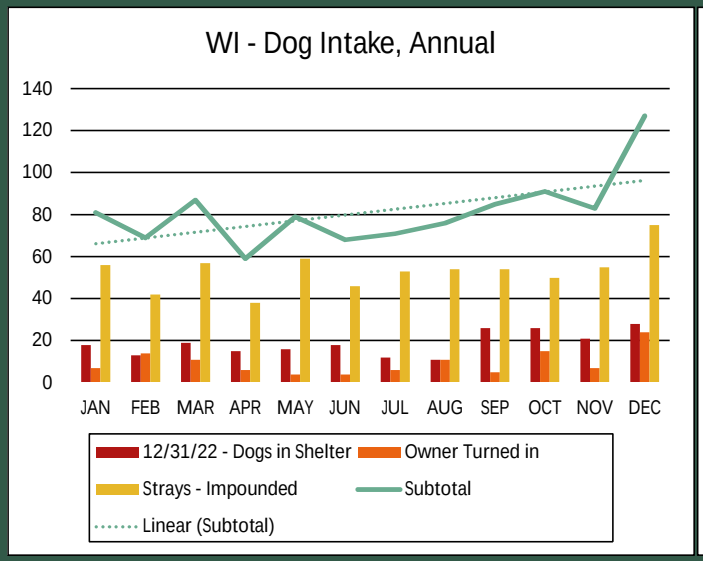
## Wildomar

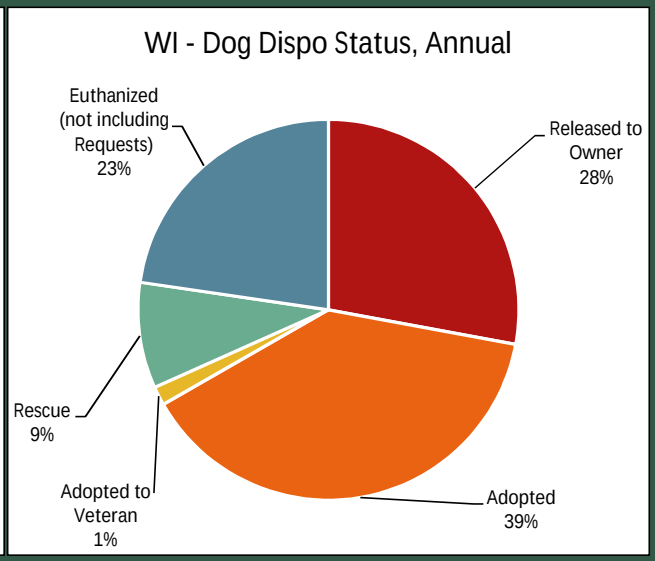
## Jan – Dec 2023

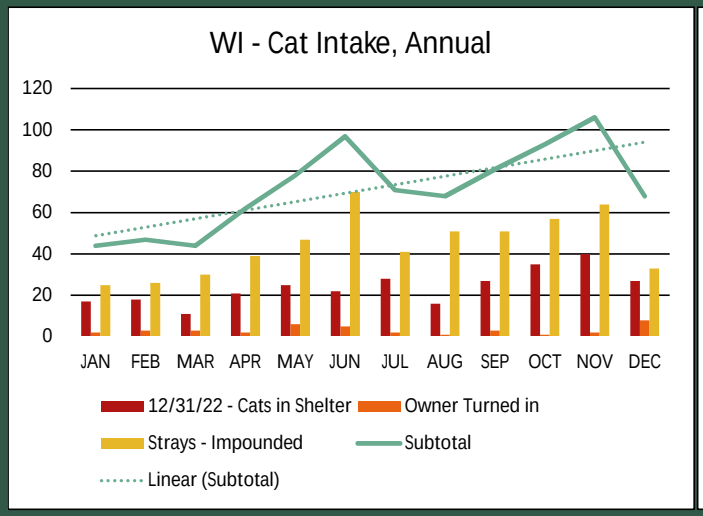
Total Dog Intakes: 753
Total Cat Intakes: 572
Total Dog & Cat Intakes: 1325

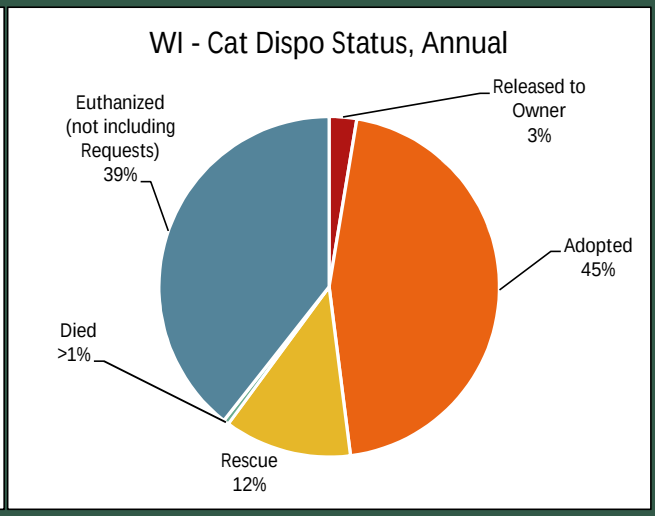
Adoptions to Wildomar Residents: 378
Animals Returned to Owners: 225

Total ACO Calls Responded to: 3723
Total Dog Licenses Sold: 2339



# Spay/Neuter Clinic

AFV has celebrated the opening of our Clinic earlier this year!

This is a major milestone for our shelter which helps us pursue our goals and provide much needed vaccine and spay/neuter services to our local communities.

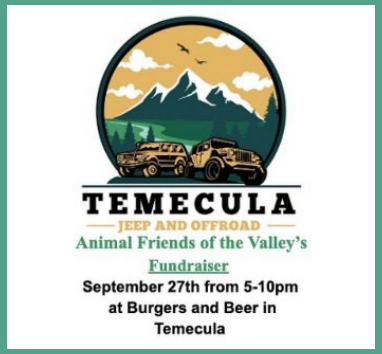
# New Logo Redesign

Many new changes has happened to the shelter recently!

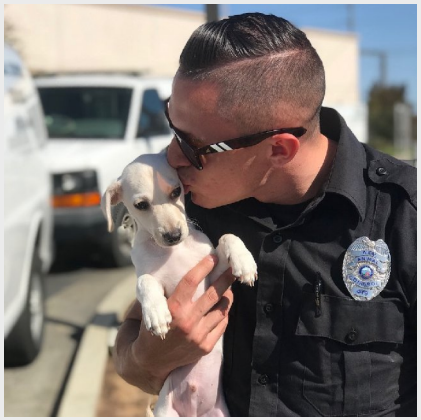
Another exciting development is our new logo and banner!

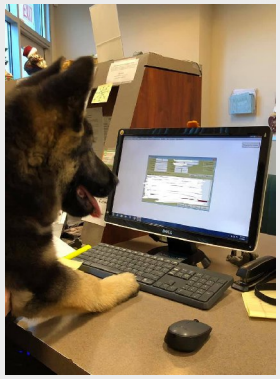
# Community Support

# Events, Campaigns, & More



# Animal Control Services





AFV

# Animal Control Services

## Scope of Work

**Field service assistance**.

- Respond to all calls for field service assistance in accordance with the priority of call policy
- Assist law enforcement, fire department, and Fish & Game as requested and in extreme situations that arise such as the removal of vicious dogs in drug raids, cock fighting, organized dog fighting, evacuation of animals during disasters, etc.
- Investigate and pursue action on complaints of public nuisances, leash law violations, and barking dog complaints.
- Hold hearings in compliance with municipal codes regarding public nuisances and potentially dangerous/vicious animals.

**Impoundment**.

Impound all animals picked up at large

**Animal Bites.**

Investigate reported animal bites.

**Quarantine.**

Quarantine, as prescribed by State Law and Ordinances, all animals suspected to be rabid and/or that have bitten a person or other animal.

**Barking Dog Complaints.**

- Respond to and process barking dog complaints (public nuisances) in accordance with city ordinance.
- Hold public nuisance hearings for barking dog complaints that have failed to be abated.

**Dead Animals**.

Remove dead animals from the public right-of-way within City limits and from other areas upon request.

**Trapping.**

Assist city residents in the removal of domestic or wild animals

**Return of Impounded Animals**.

AFV encourages the return of any lost/stray animal to the rightful owner in the field, subject to the appropriate payment of impound fees. AFV Officers and staff will make every effort to reunite each stray animal to their owner.

**Licenses for Dogs, Kennels, and Catteries**.

AFV has a comprehensive licensing program including conducting dog license inspections.

**Issuance of Warning and Citations**

AFV

# Animal Control Services

**Service to the Public**. AFV will provide service to the public on all animal matters consistent with established policies and procedures that promote courteous and efficient service and good public relations.

AFV personnel are trained to be pro-active when in the field. The Officers are trained to resolve animal related problems on the first attempt. AFV officers receive a minimum of forty (40) hours training annually.

Service calls are received by the AFV dispatcher. The dispatcher contacts the officer via radio. The officer prioritizes calls as they are received.

The animal control officers will transport animals in animal control vans or trucks that provide both air conditioning, ventilation and heating to the animal compartments to keep the animals comfortable. The animal control vehicles are equipped with amber lights, spotlights and a beacon for safety.

- Responding to Crowing Fowl Complaints. AFV will handle crowing fowl calls as a public nuisance. AFV will handle calls accordingly.
- Potentially Dangerous Dog Hearings. AFV will conduct the hearings and make a determination based on the facts presented at the hearing.
- Public Nuisance Hearings. AFV will conduct the hearings and will make a determination based on the facts presented at the hearing.
- Animal Cruelty / Neglect Complaints. AFV will respond immediately to all reports of animal cruelty or neglect. AFV will proceed under Penal Code 597 to prosecute all persons found to be abusing/neglecting animals. AFV will file all charges and appear in court as necessary to assist the District Attorney in the prosecution.

AFV

# Animal Control Services

**Priority of Field Services**
An Animal Control Officer will respond to medical emergencies and other emergencies involving danger to humans.

**Emergency calls - During regular service hours**
PRIORITY ONE: *To be handled immediately.
•Animals endangering health or safety of the public
•Aggressive stray animals at large
•Animal bites, involving animals at large
•Sheriff, police, fire request for emergency service
•Animal cruelty/neglect complaints

PRIORITY TWO:
•Sick or injured stray animals
•Animals in distress
•Humane investigation-life threatening
•Livestock or equine at large

PRIORITY THREE:
•Dead animals on public property

**Emergency calls & after regular service hours -** To be handled immediately:
a. Animals endangering health or safety of the public
b. Sheriff, police, fire request for emergency service
c. Aggressive stray animals at large
d. Animal bites, involving animals at large
e. Sick or injured stray animals
f. Animals in distress
g. Humane investigations- life threatening

**Non-emergency calls**
•Impound of confined stray animals
•Quarantine of confined, owned animals
•Quarantine release of biting animals
•Leash law enforcement
•Permit investigations
•Humane investigation- non life threatening
•Public nuisance investigations

AFV

ANIMAL FRIENDS OF THE VALLEYS

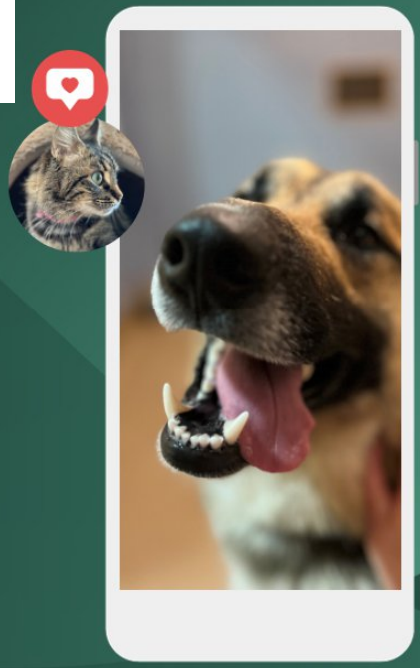
Shelter Pets...heads and tails above the rest!

EST. 1987

# Follow AFV

@animalfriendsofthevalleys

@afvpets



**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**DEPARTMENT REPORT**
**Meeting Date: March 13, 2024**

**SUBJECT:** Police Department Quarterly Update

**ACTION:**
Receive and file.

**FISCAL IMPACT:**
This is only a report of activities, and therefore it has no direct fiscal impact.

**ATTACHMENTS:**
1. October-December 2023

# City of Wildomar
# Stats
# October 2023 to December 2023

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

# Special Enforcement Team

- 16 Surveillance Operations
- 3 Probation Searches
- 21 Search Warrants
- Methamphetamine – 43 grams
- Powder fentanyl – 1.1 pounds
- Brown powder heroin-36.9 grams
- Guns -2
- 29 Arrests

# Homeless Outreach

Mission:

- To partner with Wildomar Code Enforcement and contact homeless subjects in the city of Wildomar.
- Offer assistance to homeless subjects that seek assistance (Resources-Food, shelter, mental health assistance)
- If illegal activity is observed, subjects will be arrested and transported to jail.

Homeless Operations:

- 11 total homeless outreach operations conducted in October-December 2023
- Three homeless subjects interested and offered assistance in October-December 2023
- 5 arrests were made

# Theft Operations

November-December

Investigation

- Suspects committing petty theft at Albertsons on Clinton Keith.

Investigative efforts

- Wildomar SET partnered with Lake Elsinore SET
- Conducted undercover surveillance in Albertsons to potentially identify shoplifters and make an arrest.

Status

- Wildomar SET identified seven shoplifters during the two operations, which all were arrested from uniformed deputies and transported to Cois Byrd Detention Center.

# Narcotics Investigation

December 2023

## Investigation

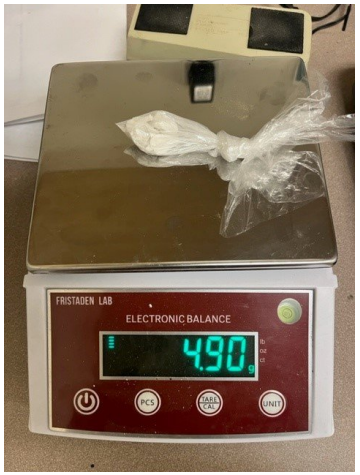
- Undercover deputies observed a subject selling narcotics in a local parking lot.

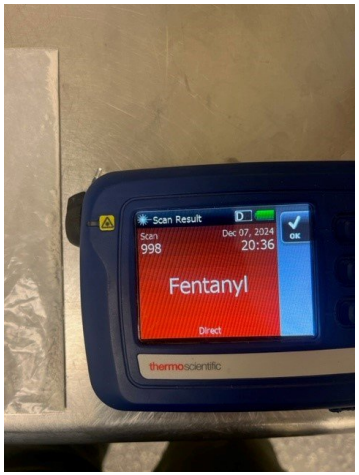
## Investigative efforts

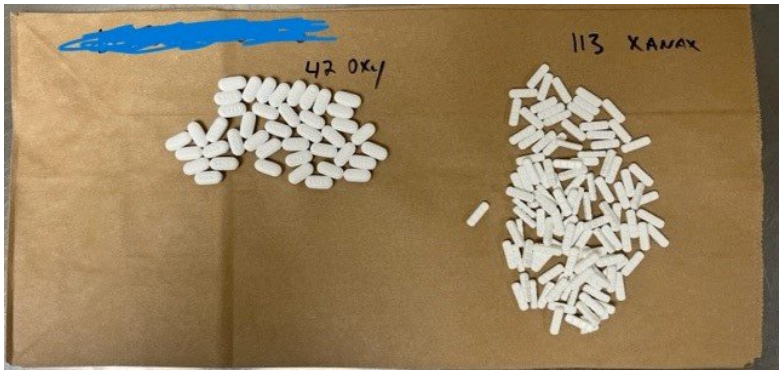
Wildomar SET conducted days long undercover surveillance/mobile surveillance and conducted a traffic stop on the narcotics dealer.

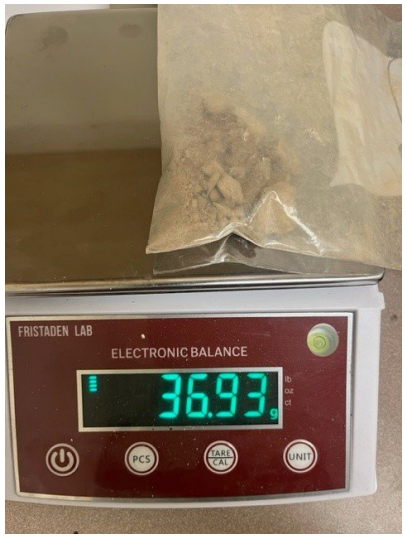
## Status

The investigation is still ongoing pending search warrants and further surveillance operations.




Heroin

# Community Outreach-”Cops for Kids”

Non-Emergency Line
(951) 776-1099

Sheriff's Station
(951) 245-3300

Riversidesheriff.org

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**DEPARTMENT REPORT**
**Meeting Date: March 13, 2024**

**SUBJECT:** General Plan Update and Development Code Progress Report #21

**SUBMITTED BY:** Matthew Bassi

**PREPARED BY:** Matthew Bassi

**ACTION:**
Receive and file.

**SUMMARY:**
Staff provided the City Council with a verbal briefing of the General Plan Update at its last meeting of February 14, 2024 that covered January 2024. The following is a summary of the February 2024 task assignments completed and upcoming tasks/assignments over the next 30-60 +/- days. For more details and up-to-date items, please peruse the General Plan Update project website:
https://envisionwildomar2040.com.

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

- The administrative draft of the General Plan and EIR documents were submitted by PlaceWorks at the end of February.
- Various Staff members are currently reviewing these documents based on their areas of expertise.
- The Planning Commission held a study session on February 28th to discuss the draft goals, policies & implementation programs, including a discussion about commercial land use types, and other related uses.
- Staff also reviewed various work products related to the new Development Code update.

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

- City Council will have their study session on March 20th to discuss the draft goals, policies & action programs, including a discussion about commercial land use types, and other related uses.

• Staff is targeting release the DEIR & GP documents for a 45-day public review period around April 30th.
• Staff will continue to work on the Development Code update tasks with a target date for submittal of the 1st admin. draft around April 4th.
• Website visit have now reached nearly 4,100 unique visitors since June 2022 release.

**ACCOUNT CODE:**
This is only an update report, therefore it has no fiscal impact.

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.1**
**Meeting Date: March 13, 2024**

**SUBJECT:** December 13, 2023 - City Council/ Cemetery Regular Minutes

**SUBMITTED BY:** Janet Morales

**ACTION:**
Approve the minutes as presented.

**ATTACHMENTS:**
1. Minutes

**MINUTES**
**CITY OF WILDOMAR**
**CITY COUNCIL/CEMETERY DISTRICT**
**WEDNESDAY, DECEMBER 13, 2023**
**COUNCIL CHAMBERS**
**23873 CLINTON KEITH ROAD SUITE 106**
**WILDOMAR, CA, 92595**

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

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

The Regular Closed Session was called to order by Mayor Morabito at 5:30 p.m.

## ROLL CALL

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

**Members absent:** Dustin Nigg

## PUBLIC COMMENTS

There were no public comments.

## CLOSED SESSION

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

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

## RECONVENE INTO OPEN SESSION

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 voted unanimously, 4-0, to defend the litigation matter that is listed on the agenda.

## 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 6:02 p.m.

## ROLL CALL

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

**Members absent:** Dustin Nigg

Staff in attendance: City Manager York, City Attorney Jex, Deputy City Clerk Jemane, 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 Jason Escalera.

**PRESENTATIONS**

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

**DEPARTMENT REPORTS**

**General Plan Update Progress Report #18**

Community Development Director Bassi presented the report.

**PUBLIC COMMENTS**

The following individuals provided public comment on items not on the agenda:
1. Andy Morris, Wildomar Rotary
2. Gayl Taylor, Resident
3. Rosalba Valdovinos, Resident
4. Sandy Renfrow, Resident

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

**1) CONSENT CALENDAR**

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

Motion Approved: 4 - 0

Voting For: Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Carlos Marquez
Voting Against: None

Abstain: None
Absent: Dustin Nigg

1.1) Reading of Ordinances

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

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

Approved the minutes as presented.

1.3) Warrant Register November 2023

Approved the following:

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

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

1.4) October 2023 City Treasurers Report

Approved the Treasurer's Report for October 2023

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

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

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

Adopted a Resolution entitled:

**RESOLUTION NO. 2023 - 74**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING THE CITY OF WILDOMAR LOCAL HAZARD MITIGATION PLAN ANNEX FROM THE RIVERSIDE COUNTY OPERATIONAL AREA MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

1.7) Popeyes Restaurant - Parkway Maintenance Agreement with DMSD Cajun Properties, LLC

Authorized the City Manager to execute the Parkway Maintenance Agreement with DMSD Cajun Properties, LLC.

1.8) Resolution Designating the Time, Date and Location of Regular City Council Meetings.

Adopted a Resolution entitled:

**RESOLUTION NO. 2023 - 75**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2021-38, DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS



**2) <u>PUBLIC HEARINGS</u>**

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

Public Works Director Farag presented the report.

There being no public comment, the Mayor closed the Public Hearing.

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

**RESOLUTION NO. 2023 - 76**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

Motion Approved: 4 - 0

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

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

**RESOLUTION NO. 2023 - 77**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

Motion Approved: 4 - 0

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

## 3) GENERAL BUSINESS

3.1) 20-Acre Park (CIP 099) Conceptual Plan, First Contract Amendment, and CEQA Agreement

Public Works Director Farag and a consultant from Architerra presented the staff report.

Anna Olexa, resident, presented public comment in opposition of the item.
Janice Hare, resident, provided public comment in favor of the item.
Andy Morris, EVMWD, provided public comment.
John Coffin, resident, provided public comment in opposition of the item.

Moved by Bridgette Moore; seconded by Carlos Marquez to
1. Approve a supplemental appropriation in the amount of $280,000, which includes $25,000 to prepare additional documents to meet federal requirements
2. Authorize the City Manager to execute the First Contract Amendment with Architerra Design Group for a cost not to exceed $107,925
3. Authorize the City Manager to execute a task order with Placeworks, Inc., for the preparation of CEQA Documents for a cost not to exceed $145,129, which includes $25,000 to prepare a Federal Environmental Document.

Motion Approved: 4 - 0

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

3.2) City of Wildomar New Parks Improvement Options

Administrative Services Director Schrader presented the report.

Andy Morris, resident, provided public comment.
Jason Escalera, resident, provided public comment.

It was the consensus of the Council to direct staff to provide the Council with a detailed workshop on bond financing before making further decisions.

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

Code Enforcement Supervisor Parker presented the staff report.

Rosalba Valdovinos, resident, provided public comment in favor of the item.

It was the consensus of the City Council to proceed with an Abandoned Vehicle Abatement (AVA) and Parking Enforcement Program.

3.4) Appointment of Mayor and Mayor Pro Tempore for 2024

Moved by Joseph Morabito; seconded by Ashlee DePhillippo to Appoint Bridgette Moore as the Mayor for 2024.

Motion Approved: 4 - 0

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

Moved by Bridgette Moore; seconded by Joseph Morabito to Appoint Ashlee DePhillippo as the Mayor Pro Tempore for 2024.

Motion Approved: 4 - 0

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

3.5) Committees, Commissions, and Board Appointments for 2024

Moved by Bridgette Moore; seconded by Carlos Marquez to Removed Western Community Energy and make no other changes.

Motion Approved: 4 - 0

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

**CITY MANAGER REPORT**

City Manager York presented the report.

**FUTURE AGENDA ITEMS**

There were no future agenda items added.

**ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Morabito adjourned the City Council Meeting at 9:07 p.m.

**CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

**ROLL CALL**

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

**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 the Agenda as presented.

Motion Approved: 4 - 0

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

**4) CEMETERY CONSENT CALENDAR**

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

Approved the minutes as presented.

4.2) Warrant Register Cemetery November 2023

Approved the following:

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

4.3) October 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for October 2023.

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

Motion Approved: 4 - 0

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

**5) CEMETERY PUBLIC HEARINGS**

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

Public Works Director Farag presented the staff report.

There being no public comments, Mayor closed the Public Hearing.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to Adopt the following Resolution:

**RESOLUTION NO. WCD2023 -05**
A RESOLUTION OF THE BOAD OF TRUSTEES OF THE WILDOMAR CEMETERY

DISTRICT ORDERING THE DEDICATION OF RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES

Motion Approved: 4 - 0

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

**6) CEMETERY GENERAL BUSINESS**

None scheduled.

**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 9:11 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.2**
**Meeting Date: March 13, 2024**

**SUBJECT:** February 2024 Warrant Register

**SUBMITTED BY:** Nicholas Neidiffer

**PREPARED BY:** Nicholas Neidiffer

**ACTION:**
Approve the following:
For Fiscal Year 2023/2024

1. Warrant Register dated 02-01-2024 in the amount of $556,127.44.
2. Warrant Register dated 02-08-2024 in the amount of $1,164,687.46.
3. Warrant Register dated 02-15-2024 in the amount of $198,007.20.
4. Warrant Register dated 02-22-2024 in the amount of $682,450.07.
5. Warrant Register dated 02-29-2024 in the amount of $134,967.72.
6. Wire Transfer Register dated 02-29-2024 in the amount of $45,667.38.
7. Payroll Register dated 03-01-2024 in the amount of $353,161.44.

**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:**
4.2 Warrant Reg Feb 2024 Voucher Listings.pdf

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217762 | 2/1/2024 | 001627 AMERICAN EAGLE TROPHIES | 11026 | | (4) 8X10 PLAQUE WF W/ BLACK BRASS | 217.50 |
| | | | | | **Total :** | **217.50** |
| 217763 | 2/1/2024 | 000007 ANIMAL FRIENDS OF THE VALLEY,, INC. | JAN 2024 | | ANIMAL CONTROL SERVICE JANUARY 2024 | 7,000.00 |
| | | | | | **Total :** | **7,000.00** |
| 217764 | 2/1/2024 | 000029 APPLEONE | 01-6801368 | | ADMIN ASSISTANT-CLERICAL W/E 01/20/24 (C | 972.24 |
| | | | 01-6801792 | | ACCOUNTING SPECIALIST I W/E 01/20/24 (DS | 988.75 |
| | | | | | **Total :** | **1,960.99** |
| 217765 | 2/1/2024 | 002181 BEATTY, ISABEL | 10224 | | DEVELOPERS DEPOSIT REFUND OF UNUSED FUND | 5,823.49 |
| | | | | | **Total :** | **5,823.49** |
| 217766 | 2/1/2024 | 001419 BERNARD, BRIANNA | 12424 | | PLANNING COMMISSION MEETING 1/24/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217767 | 2/1/2024 | 000080 BURKE, WILLIAMS AND SORENSON,, LLF | 313842 | | LEGAL FEES - DEC 2023 | 49,897.44 |
| | | | 313842 | | CIP 025-1 LEGAL FEES - DEC 2023 | -6,266.00 |
| | | | | | **Total :** | **43,631.44** |
| 217768 | 2/1/2024 | 001916 CAMBERO, GEORGE | 12424 | | PLANNING COMMISSION MEETING 1/24/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217769 | 2/1/2024 | 000700 CPRS | 122223 | | MEMBER ANNUAL - DIST 11- DANIEL T. THRU | 555.00 |
| | | | | | **Total :** | **555.00** |
| 217770 | 2/1/2024 | 000075 DOGGIE WALK BAGS, INC. | 0111396-IN | | DISPENSER BAGS - PARKS | 578.25 |
| | | | | | **Total :** | **578.25** |
| 217771 | 2/1/2024 | 000022 EDISON | 01124-7151 | | 12/13/23-01/11/24 ELECTRIC - TRAFFIC CON | 4,908.60 |
| | | | 012624-6091 | | 12/27/23-01/25/24 ELEC 21347 COMO ST (LI | 44.91 |
| | | | 012624-7258 | | 12/27/23-01/25/24 ELEC 21400 PALOMAR (CE | 187.44 |
| | | | 9129 | | 12/27/23-01/25/24 ELEC - 32637 GRUWELL ( | 522.93 |
| | | | | | **Total :** | **5,663.88** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217772 | 2/1/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 12781077 | | 12/11/23-01/11/24 WATER ZONE 3 LOC 25 M1 | 329.69 |
| | | | 12781078 | | 12/11/23-01/11/24 WATER ZONE 3 LOC 25 M2 | 423.63 |
| | | | 12782842 | | 12/11/23-01/11/24 WATER ZONE 3 LOC 24 M1 | 721.92 |
| | | | 12784006 | | 12/11/23-01/11/24 WATER CFD 2013-1, ZONE | 162.73 |
| | | | 12784166 | | 12/11/23-01/11/24 WATER MALAGA GATEWAY P | 158.60 |
| | | | | | **Total :** | **1,796.57** |
| 217773 | 2/1/2024 | 001343 FILAR, ERIC | 12424 | | PLANNING COMMISSION MEETING 1/24/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217774 | 2/1/2024 | 001670 FLOCK SAFETY | INV-31298 | | POLE REPLACEMENT | 500.00 |
| | | | | | **Total :** | **500.00** |
| 217775 | 2/1/2024 | 001450 FRANCHISE TAX BOARD | 20124 | | WITHHOLDING ORDER - S STANTON CASE #5621 | 50.00 |
| | | | | | **Total :** | **50.00** |
| 217776 | 2/1/2024 | 000836 KOA CORPORATION | JB93120-24 | | PROF SVCS 08/29/22-10/02/22 WILDOMAR SSA | 15,149.00 |
| | | | | | **Total :** | **15,149.00** |
| 217777 | 2/1/2024 | 000588 MANPOWER | 5126675 | | ADMINISTRATIVE ASSISTANT W/E 01/21/24 | 975.93 |
| | | | | | **Total :** | **975.93** |
| 217778 | 2/1/2024 | 000089 PAPER DIRECT | 2352318 | | CITY COUNCIL DEPT SUPPLIES - CERTIFICATE | 113.06 |
| | | | | | **Total :** | **113.06** |
| 217779 | 2/1/2024 | 000051 RCHCA | 13024 | | KANGAROO RAT FEE - 12/1/2023-12/31/2023 | 2,310.00 |
| | | | | | **Total :** | **2,310.00** |
| 217780 | 2/1/2024 | 000047 RIVERSIDE COUNTY, SHERIFF'S DEPART | SH0000044794 | | CONTRACTUAL ENFORCEMENT THROUGH 10/18/23 | 468,012.14 |
| | | | | | **Total :** | **468,012.14** |
| 217781 | 2/1/2024 | 002180 SOUTHWEST ICE MACHINES | 11024 | | FIRE STATION #61 ICE MACHINE REPAIR | 373.75 |
| | | | | | **Total :** | **373.75** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217782 | 2/1/2024 | 000995 STRONG, KIM | 12424 | | PLANNING COMMISSION MEETING 1/24/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217783 | 2/1/2024 | 000437 VERIZON WIRELESS | 9954853639 | | 01/23/24/02/22/24 DATA INT CHRG 9239 | 1,076.43 |
| | | | 9954853640 | | 01/23/24/02/22/24 DATA INTERNET CHRG 619 | 40.01 |
| | | | | | **Total :** | **1,116.44** |

**22 Vouchers for bank code :** wf **Bank total :** **556,127.44**

**22 Vouchers in this report** **Total vouchers :** **556,127.44**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217789 | 2/8/2024 | 000033 AMERICAN FORENSIC NURSES | 78447 | | BLOOD DRAW (5) | 350.00 |
| | | | 78467 | | BLOOD DRAW (1) | 70.00 |
| | | | | | **Total :** | **420.00** |
| 217790 | 2/8/2024 | 000029 APPLEONE | 01-6807735 | | ADMIN ASSSISTANT-CLERICAL W/E 01/27/24 ( | 972.24 |
| | | | 01-6808160 | | ACCOUNTING SPECIALIST I W/E 01/27/24 (DS | 1,582.00 |
| | | | | | **Total :** | **2,554.24** |
| 217791 | 2/8/2024 | 001002 ARCHITERRA DESIGN GROUP | 31552 | | 09/25/23-10/24/23 CIP 099, DESIGN PS&E | 2,277.50 |
| | | | 31844 | | 12/25/23-01/24/24 SI-FYT-PH 12 FINAL LOT | 1,042.45 |
| | | | 31845 | | 12/25/23-01/24/24 SI-BLDG 18 - FINAL | 1,166.35 |
| | | | 31846 | | 12/25/23-01/24/24 CITY PLAN CHECK 3RD PC | 500.00 |
| | | | 31847 | | 12/25/23-01/24/24 SI COORDINATION | 62.50 |
| | | | 31848 | | 12/25/23-01/24/24 CITY PLAN CHECK 2ND PC | 62.50 |
| | | | 31849 | | 12/25/23-01/24/24 CITY PLAN CHECK- 3RD P | 312.50 |
| | | | 31850 | | 12/25/23-01/24/24 CITY PLAN CHECK-2ND PC | 687.50 |
| | | | 31851 | | 12/25/23-01/24/24 CITY PLAN CHECK 1ST PC | 781.25 |
| | | | 31852 | | 12/25/23-01/25/24 CIP HYDROSEED REVIEW | 187.50 |
| | | | 31853 | | 12/25/23-01/24/24 SI COORDINATION CITY P | 1,379.50 |
| | | | | | **Total :** | **8,459.55** |
| 217792 | 2/8/2024 | 000034 BIO-TOX LABORATORIES | 45411 | | RC SHERIFF - LAB SERVICES | 498.91 |
| | | | | | **Total :** | **498.91** |
| 217793 | 2/8/2024 | 001330 BMW MOTORCYCLES OF RIVERSIDE | 6034903/1 | | BMW MOTORCYCLE MAINTENANCE - SHERIFF | 3,332.25 |
| | | | | | **Total :** | **3,332.25** |
| 217794 | 2/8/2024 | 001748 CALIFORNIA CONSULTING, INC. | 6563 | 0000485 | GRANT WRITING SERVICE - FEB 2024 RETAINE | 4,850.00 |
| | | | | | **Total :** | **4,850.00** |
| 217795 | 2/8/2024 | 001902 CIVICPLUS LLC | 291277 | 0000523 | CIVIC ERP SOFTWARE | 31,000.06 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217795 | 2/8/2024 | 001902 001902 CIVICPLUS LLC | (Continued) | | **Total :** | **31,000.06** |
| 217796 | 2/8/2024 | 001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY | PE0000001423 | | MONTHLY RADIO COMMUNICATION - SHERIFF & | 649.93 |
| | | | PE0000001488 | | MONTHLY RADIO COMMUNICATION - SHERIFF & | 649.93 |
| | | | | | **Total :** | **1,299.86** |
| 217797 | 2/8/2024 | 000068 COUNTY OF RIVERSIDE, FIRE DEPARTM | 235241 | | FIRE PROTECTION SERVICES 07/01/23-09/30/ | 1,042,904.90 |
| | | | | | **Total :** | **1,042,904.90** |
| 217798 | 2/8/2024 | 000002 CRYSTAL CLEAN MAINTENANCE | 203 O | | FEB 2024 - CITY HALL JANITORIAL SERVICES | 3,214.75 |
| | | | | | **Total :** | **3,214.75** |
| 217799 | 2/8/2024 | 000037 DATA TICKET, INC. | 1223SHIPPIN | | DEC 2023 MOBILE REPAIR SHIPPING | 34.63 |
| | | | 160095 | | DEC 2023 ONLINE ACCESS | 370.93 |
| | | | 160709 | | DEC 2023 DAILY CITE PROCESSING | 441.64 |
| | | | | | **Total :** | **847.20** |
| 217800 | 2/8/2024 | 000058 DEPARTMENT OF JUSTICE | 703930 | | NOV 2023 POLICE BLOOD ALCOHOL ANALYSIS ( | 140.00 |
| | | | | | **Total :** | **140.00** |
| 217801 | 2/8/2024 | 000054 DEPARTMENT OF TRANSPORTATION | SL240239 | | SIGNAL & LIGHTING BILLING JULY 2023-SEP | 3,797.41 |
| | | | | | **Total :** | **3,797.41** |
| 217802 | 2/8/2024 | 002182 DMSD CAJUN EATS LLC | 1424 | | OVERPAYMENT ON MSHCP REFUND - NOT REMITT | 2,290.12 |
| | | | | | **Total :** | **2,290.12** |
| 217803 | 2/8/2024 | 000022 EDISON | 012924-2458 | | 12/28/23-01/28/24 ELECTRIC | 367.66 |
| | | | 020124-0828 | | 01/01/24-01/31/24 ELECTRIC WILDOMAR CITY | 172.25 |
| | | | 020124-0962 | | 01/01/24-01/31/24 ELECTRIC CFD 2013-001 | 255.96 |
| | | | 020124-1202 | | 01/01/24-01/31/24 HIDDEN SPRINGS/CLINTON | 24.37 |
| | | | 020124-1757 | | 01/01/24-01/31/24 ELECTRIC CFD 2013-001 | 207.31 |
| | | | 020124-4293 | | 01/01/24-01/31/24 ELECTRIC | 6,233.36 |

Bank code : wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217803 | 2/8/2024 | 000022 EDISON | (Continued) | | | |
| | | | 020124-4487 | | 01/01/24-01/31/24 20505 PALOMAR ST (MARN | 65.28 |
| | | | 020124-4610 | | 01/01/24-01/31/24 ELECTRIC CFD 2013-001 | 132.57 |
| | | | 020124-4845 | | 01/01/24-01/31/24 CFD ZONE 2 | 66.29 |
| | | | 020124-7481 | | 01/01/24-01/31/24 ELECTRIC | 516.92 |
| | | | 020124-7504 | | 01/01/24-01/31/24 CFD 2013-1 ORANGE/CORA | 35.27 |
| | | | 020124-7694 | | 01/01/24-01/31/24 CFD ZONE 3 | 225.44 |
| | | | 020124-8975 | | 01/01/24-01/31/24 CFD ZONE 3 | 132.55 |
| | | | 020124-9127 | | 01/01/24-01/31/24 ELECTRIC CFD 2013-001 | 251.72 |
| | | | 102623-2458CR | S | 09/27/23-10/25/23 32972 WELLS PL | -1,052.00 |
| | | | 122823-2458 | | 10/26/23-12/27/23 ELECTRIC | 770.18 |
| | | | | | **Total :** | **8,405.13** |
| 217804 | 2/8/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 12785151 | | 12/15/23-01/15/24 WATER ZONE 42 LOC 03 M | 210.13 |
| | | | 12785152 | | 12/15/23-01/15/24 WATER ZONE 42 LOC 02 M | 235.75 |
| | | | 12789401 | | 12/15/23-01/15/24 WATER ZOBE 42 LOC 01 M | 291.26 |
| | | | 12791685 | | 12/18/23-01/18/24 WATER ZONE 3 LOC 35 M1 | 148.09 |
| | | | 12791890 | | 12/18/23-01/18/24 WATER CITY HALL | 321.47 |
| | | | 12794726 | | 12/18/23-01/18/24 WATER 24707 PRIELIPP R | 405.04 |
| | | | | | **Total :** | **1,611.74** |
| 217805 | 2/8/2024 | 001325 GEOCON WEST, INC. | 723130413 | | CIP 057-2 CONTRACTUAL SVC THROUGH 12/31/ | 8,312.50 |
| | | | | | **Total :** | **8,312.50** |
| 217806 | 2/8/2024 | 000685 GREAT AMERICA FINANCIAL SERVIC | 35797969 | | CANON COLOR COPIER SYST. #019-1780554 | 214.24 |
| | | | | | **Total :** | **214.24** |
| 217807 | 2/8/2024 | 001666 INFINITY TECHNOLOGIES | 2091 | | CIP ADMIN | 1,612.50 |
| | | | | | **Total :** | **1,612.50** |
| 217808 | 2/8/2024 | 000016 INNOVATIVE DOCUMENT SOLUTIONS | 257563 | | 1/1/24-1/31/24 CONTRACT COPIER SERVICES | 1,006.27 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217808 | 2/8/2024 | 000016 000016 INNOVATIVE DOCUMENT SOLUTIONS (Continued) | | | **Total :** | **1,006.27** |
| 217809 | 2/8/2024 | 000304 JOE A. GONSALVES & SON | 161368 | 0000522 | JAN 2024 PROF. CONTRACTUAL LEGISLATIVE A | 3,000.00 |
| | | | | | **Total :** | **3,000.00** |
| 217810 | 2/8/2024 | 001530 LOGO JOE'S | 39070 | | CITY COUNCIL APPAREL - BRIDGETTE MOORE | 91.35 |
| | | | | | **Total :** | **91.35** |
| 217811 | 2/8/2024 | 000588 MANPOWER | 5126776 | | ADMINISTRATIVE ASSISTANT W/E 01/28/24 | 1,301.25 |
| | | | | | **Total :** | **1,301.25** |
| 217812 | 2/8/2024 | 002126 MNS ENGINEERS, INC | 85264/1 | 0000518 | DEV. ENGINEERING DEVELOPMENT TECH. | 3,818.00 |
| | | | 85264/10 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 290.50 |
| | | | 85264/11 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 415.00 |
| | | | 85264/12 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 166.00 |
| | | | 85264/13 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 581.00 |
| | | | 85264/14 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 207.50 |
| | | | 85264/15 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 581.00 |
| | | | 85264/16 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 373.50 |
| | | | 85264/17 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 83.00 |
| | | | 85264/18 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 249.00 |
| | | | 85264/19 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 207.50 |
| | | | 85264/2 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 415.00 |
| | | | 85264/20 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 207.50 |
| | | | 85264/21 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 166.00 |
| | | | 85264/22 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 124.50 |
| | | | 85264/23 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 83.00 |
| | | | 85264/24 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 249.00 |
| | | | 85264/25 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 332.00 |
| | | | 85264/26 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 207.50 |
| | | | 85264/3 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 124.50 |
| | | | 85264/4 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 498.00 |
| | | | 85264/5 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 124.50 |
| | | | 85264/6 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 498.00 |
| | | | 85264/7 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 83.00 |
| | | | 85264/8 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 249.00 |
| | | | 85264/9 | 0000518 | PROFESSIONAL SVCS 12/01/23-12/31/23 | 207.50 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217812 | 2/8/2024 | 002126 002126 MNS ENGINEERS, INC | (Continued) | | **Total :** | **10,541.00** |
| 217813 | 2/8/2024 | 002056 ORACLE AMERICA, INC. | 101017593 | | NEW ERP REPLACEMENT (FEB) | 15,165.00 |
| | | | | | **Total :** | **15,165.00** |
| 217814 | 2/8/2024 | 000778 PARSONS TRANSPORTATION GRP INC | 2401A140 | | CIP 026-2, DESIGN PS&E | 4,107.36 |
| | | | | | **Total :** | **4,107.36** |
| 217815 | 2/8/2024 | 000185 PITNEY BOWES | 16659026 | | POSTAGE METER RENTAL 12/16/23-03/15/24 | 201.85 |
| | | | | | **Total :** | **201.85** |
| 217816 | 2/8/2024 | 000186 RIGHTWAY | 372643 | | 02/01/23-02/28/24 - PORTA/WASHSTN-WINDSO | 803.50 |
| | | | | | **Total :** | **803.50** |
| 217817 | 2/8/2024 | 001984 RIVERSIDE UNIVERSITY, HEALTH SYSTE | 120123 | | 950442423-HC SAFE CLINIC EXAM CASE # WI2 | 1,200.00 |
| | | | | | **Total :** | **1,200.00** |
| 217818 | 2/8/2024 | 001496 S&R TOWING | 23-1231-118683 | | LOCK-OUT WI233650020 | 500.50 |
| | | | | | **Total :** | **500.50** |
| 217819 | 2/8/2024 | 001101 SIGNS BY TOMORROW | 31834 | | WILDOMAR PUBLIC HEARING SIGN | 218.75 |
| | | | | | **Total :** | **218.75** |
| 217820 | 2/8/2024 | 001806 SOUTHERN CALIFORNIA NEWS, GROUP | 11641772 | | PUBLIC NOTICE - PA 22-0026 NOPH | 299.16 |
| | | | 11641773 | | PUBLIC NOTICE - ZOA 2023-06- NOPH | 249.30 |
| | | | | | **Total :** | **548.46** |
| 217821 | 2/8/2024 | 001624 STENO SOLUTIONS | 43702 | | 11/01/23-12/31/23 TRANSCRIPTION | 36.81 |
| | | | | | **Total :** | **36.81** |
| 217822 | 2/8/2024 | 000915 UNITED TOWING SERVICE INC | 63850 | | SHERIFF VEHICLE TOWING WI233650020 | 200.00 |
| | | | | | **Total :** | **200.00** |

**34 Vouchers for bank code :** wf **Bank total :** **1,164,687.46**

**34 Vouchers in this report** **Total vouchers :** **1,164,687.46**

Bank code : wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217824 | 2/15/2024 | 000088 ACE HARDWARE | 307800/3 | | DEPT SUPPLIES - MARNA - FASTNERS | 31.43 |
| | | | | | **Total :** | **31.43** |
| 217825 | 2/15/2024 | 000029 APPLEONE | 01-6811992 | | ADMIN ASSISTANT-CLERICAL W/E 02/03/24 (C | 1,215.30 |
| | | | 01-6812425 | | ACCOUNTING SPECIALIST I W/E 02/03/24 (DS | 1,532.57 |
| | | | | | **Total :** | **2,747.87** |
| 217826 | 2/15/2024 | 001468 BANKS, ARRIN | 20724 | | PLANNING COMMISSION MEETING 2/07/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217827 | 2/15/2024 | 001678 CALIFORNIA INTERGOVERNMENTAL, RIS | INV-2131 | | CIRA WORK COMP DEDUCT OCT - DEC 2023 | 1,536.39 |
| | | | | | **Total :** | **1,536.39** |
| 217828 | 2/15/2024 | 001916 CAMBERO, GEORGE | 20724 | | PLANNING COMMISSION MEETING 2/07/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217829 | 2/15/2024 | 001622 COMMERCIAL BUILDING MANAGEMENT, | 70057 | 0000529 | JAN 2024 JANITORIAL SVC - MARNA O'BRIEN | 4,604.85 |
| | | | 70058 | 0000499 | JAN 2024 SUPPLIES - MARNA O'BRIEN | 362.39 |
| | | | | | **Total :** | **4,967.24** |
| 217830 | 2/15/2024 | 001338 DEANZA TERMITE & PEST CONTROL, INC | 642220A | | PEST CONTROL MARNA (02/09/24) | 55.00 |
| | | | | | **Total :** | **55.00** |
| 217831 | 2/15/2024 | 002185 DOOR MAXX | 113942 | | (1) NEW LIFTMASTER RECEIVER - MULTI CHAN | 485.00 |
| | | | 113952 | | (1) SERVICE ON RECEIVER ON MOTOR | 125.00 |
| | | | | | **Total :** | **610.00** |
| 217832 | 2/15/2024 | 000022 EDISON | 020924-2529 | | 01/10/24-02/08/24 22378 BUNDY CANYON RD | 408.12 |
| | | | | | **Total :** | **408.12** |
| 217833 | 2/15/2024 | 002071 EPIC LAND SOLUTIONS, INC. | 1223-1474 | 0000512 | WILDOMAR - CITY HALL BUILDING PROJECT. P | 3,348.96 |
| | | | | | **Total :** | **3,348.96** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217834 | 2/15/2024 | 001343 FILAR, ERIC | 20724 | | PLANNING COMMISSION MEETING 2/07/24 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217835 | 2/15/2024 | 001450 FRANCHISE TAX BOARD | 21524 | | WITHHOLDING ORDER - S STANTON CASE #5621 | 50.00 |
| | | | | | **Total :** | **50.00** |
| 217836 | 2/15/2024 | 000685 GREAT AMERICA FINANCIAL SERVIC | 35895351 | | CANON COLOR COPIER SYST. #020-1472515 | 359.97 |
| | | | | | **Total :** | **359.97** |
| 217837 | 2/15/2024 | 001172 HILLSIDE HEATING & A/C INC | 71001 | | CLEAN/TEST A/C UNIT - SUITE 205 | 135.00 |
| | | | 71035 | | CLEAN/TEST A/C UNIT - SUITE 210 | 135.00 |
| | | | | | **Total :** | **270.00** |
| 217838 | 2/15/2024 | 001666 INFINITY TECHNOLOGIES | 2126 | 0000504 | JAN 2024 GIS CONTRACTUAL SERVICES | 3,200.00 |
| | | | 2174A | 0000503 | JAN 2024 IT CONTRACTUAL SERVICES | 11,300.00 |
| | | | 2174B | 0000525 | JAN 2024 DATTO OFFICE 365 BACKUP SERVICE | 177.75 |
| | | | | | **Total :** | **14,677.75** |
| 217839 | 2/15/2024 | 000072 INTERWEST CONSULTING GROUP | 156722 | | CONTRACTUAL SERVICES CIP - NOVEMBER 2023 | 39,204.44 |
| | | | 161781 | | CONTRACTUAL SERVICES - NOVEMBER 2023 | 37,106.06 |
| | | | | | **Total :** | **76,310.50** |
| 217840 | 2/15/2024 | 002186 KRAMER, MATT | 21424 | | 1/27/24-2/9/24 REIMBURSE MILEAGE | 11.92 |
| | | | | | **Total :** | **11.92** |
| 217841 | 2/15/2024 | 000113 LEAGUE OF CALIFORNIA CITIES | 2839 | | ANNUAL MEMBERSHIP DUES 2024 | 100.00 |
| | | | | | **Total :** | **100.00** |
| 217842 | 2/15/2024 | 000588 MANPOWER | 5126874 | | ADMINISTRATIVE ASSISTANT W/E 02/04/24 | 1,301.25 |
| | | | 5126874 | | ADMINISTRATIVE ASSISTANT W/E 02/11/24 | 1,301.25 |
| | | | | | **Total :** | **2,602.50** |
| 217843 | 2/15/2024 | 000185 PITNEY BOWES | 12324 | | POSTAGE METER REFILL 01/23/24 | 500.00 |
| | | | | | **Total :** | **500.00** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217844 | 2/15/2024 | 001107 PLACEWORKS | 83192 | | JAN 2024 CONTRACTUAL SVC - PROJECT RELAT | 687.50 |
| | | | 83193 | | JAN 2024 CONTRACTUAL SVC - PROJECT RELAT | 770.00 |
| | | | 83194 | | JAN 2024 CONTRACTUAL SVC - PROJECT RELAT | 316.25 |
| | | | 83195 | | JAN 2024 CONTRACTUAL SVC - PROJECT RELAT | 1,515.00 |
| | | | 83242 | | JAN 2024 CONTRACTUAL SVC - GP UPDATE/EIR | 84,777.31 |
| | | | | | **Total :** | **88,066.06** |
| 217845 | 2/15/2024 | 001393 SOCALGAS | 20924 | | 01/09/23-02/07/24 GAS. FIRE DEPT 32637 G | 124.90 |
| | | | | | **Total :** | **124.90** |
| 217846 | 2/15/2024 | 002183 SOUTHWEST RIVERSIDE, FIRE SAFE CO | 20224 | | ROOM RENTAL DEPOSIT REFUND FROM 4/6/23 | 100.00 |
| | | | | | **Total :** | **100.00** |
| 217847 | 2/15/2024 | 000790 SPARKLETTS | 14346613-020324 | | CITY HALL DRINKING WATER THROUGH 02/03/2 | 523.55 |
| | | | | | **Total :** | **523.55** |
| 217848 | 2/15/2024 | 001720 STERICYCLE, INC | 8006010803A | | CONTRACTUAL SHREDDING SVC | 305.04 |
| | | | | | **Total :** | **305.04** |
| 217849 | 2/15/2024 | 000995 STRONG, KIM | 20724 | | PLANNING COMMISSION MEETING 2/07/24 | 75.00 |
| | | | | | **Total :** | **75.00** |

**26 Vouchers for bank code :** wf **Bank total :** **198,007.20**

**26 Vouchers in this report** **Total vouchers :** **198,007.20**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217859 | 2/22/2024 | 000029 APPLEONE | 01-6817149 | | ADMIN ASSISTANT-CLERICAL W/E 02/10/24 (C | 1,205.18 |
| | | | 01-6817585 | | ACCOUNTING SPECIALIST I W/E 02/10/24 (DS | 1,560.91 |
| | | | | | **Total :** | **2,766.09** |
| 217860 | 2/22/2024 | 000080 BURKE, WILLIAMS AND SORENSON,, LLF | 315265 | | LEGAL FEES - JAN 2024 CITY ATTORNEY RETA | 50,428.36 |
| | | | | | **Total :** | **50,428.36** |
| 217861 | 2/22/2024 | 001761 CHARTER COMMUNICATIONS | 2318020824 | | CABLE THROUGH 03/07/24 - FS61 | 5.35 |
| | | | | | **Total :** | **5.35** |
| 217862 | 2/22/2024 | 000367 CINTAS CORPORATION | 5198003000 | | CITY HALL FIRST AID & SAFETY | 881.07 |
| | | | | | **Total :** | **881.07** |
| 217863 | 2/22/2024 | 000054 DEPARTMENT OF TRANSPORTATION | SL240551 | | SIGNALS & LIGHTING BILLING OCT 2023-DEC | 4,483.45 |
| | | | | | **Total :** | **4,483.45** |
| 217864 | 2/22/2024 | 000022 EDISON | 021224-2838 | | 01/11/24-02/11/24 ELECTRIC CITY HALL | 1,160.25 |
| | | | 021224-3123 | | 01/11/24-02/11/24 23873 CLINTON KEITH R | 133.82 |
| | | | 021224-3487 | | 01/11/24-02/11/24 23873 CLINTON KEITH R | 302.44 |
| | | | 021224-7255 | | 01/11/24-02/11/24 23873 CLINTON KEITH R | 185.35 |
| | | | 021224-8408 | | 01/11/24-02/11/24 35711 CAPISTRANO ST CF | 10.00 |
| | | | 021324-3047 | | 01/12/24-02/12/24 34311 MISSION TRAIL T | 110.80 |
| | | | 021324-3243 | | 01/12/24-02/12/24 31818 CENTRAL ST LS3 | 35.56 |
| | | | 021324-3950 | | 01/12/24-02/12/24 34311 MISSION TRAIL L | 39.66 |
| | | | 021324-5361 | | 01/12/24-02/12/24 31818 CENTRAL TC1 | 101.73 |
| | | | 021324-7372 | | 01/12/24-02/12/24 24211 CLINTON KEITH R | 83.82 |
| | | | 021324-8688 | | 01/12/24-02/12/24 21458 GRAND AVE TC1 | 99.52 |
| | | | 021524-3767 | | 01/17/24-02/14/24 31160 CLINTON KEITH RD | 13.11 |
| | | | 021524-5249 | | 01/17/24-02/14/24 32975 WILLOW BAY RD | 33.44 |
| | | | 021524-7633 | | 01/17/24-02/14/24 32975 WILLOW BAY RD TC | 93.30 |
| | | | | | **Total :** | **2,402.80** |
| 217865 | 2/22/2024 | 001993 FIFTH ASSET, INC. DBA DEBTBOOK | DB2004025 | | OSGU-TIER 1 SUBSCRIPTION WITH GUIDED IMP | 4,000.00 |

**Bank code :** wf

| Voucher | Date | Vendor | | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|---|
| 217865 | 2/22/2024 | 001993 | 001993 FIFTH ASSET, INC. DBA DEBTBOOK (Continued) | | | **Total :** | **4,000.00** |
| 217866 | 2/22/2024 | 001670 | FLOCK SAFETY | INV-32425 | | FLOCK SAFETY FALCON 4/19/24-4/18/25 | 38,111.64 |
| | | | | | | **Total :** | **38,111.64** |
| 217867 | 2/22/2024 | 000685 | GREAT AMERICA FINANCIAL SERVIC | 35899895 | | CANON COLOR COPIER SYST. #016-1585799 | 214.24 |
| | | | | | | **Total :** | **214.24** |
| 217868 | 2/22/2024 | 002187 | HINKLE, ZACHARY | 13124 | | DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS | 1,369.11 |
| | | | | | | **Total :** | **1,369.11** |
| 217869 | 2/22/2024 | 000588 | MANPOWER | 5127076 | | ADMINISTRATIVE ASSISTANT W/E 02/18/24 | 1,301.25 |
| | | | | | | **Total :** | **1,301.25** |
| 217870 | 2/22/2024 | 001667 | OLDCASTLE INFRASTRUCTURE INC | 9000001552 | 0000448 | ZONE 59 - CATCH BASIN INSERT MAINTENANCE | 457.50 |
| | | | | 9000001553 | 0000448 | ZONE 52 - CATCH BASIN INSERT MAINTENANCE | 2,379.00 |
| | | | | 9000001554 | 0000448 | ZONE 62 - CATCH BASIN INSERT MAINTENANCE | 1,098.00 |
| | | | | | | **Total :** | **3,934.50** |
| 217871 | 2/22/2024 | 002056 | ORACLE AMERICA, INC. | 101201441 | | NEW ERP REPLACEMENT (JAN) | 10,804.98 |
| | | | | | | **Total :** | **10,804.98** |
| 217872 | 2/22/2024 | 000778 | PARSONS TRANSPORTATION GRP INC | 2402A095 | | CIP 026-2, DESIGN PS&E | 849.93 |
| | | | | | | **Total :** | **849.93** |
| 217873 | 2/22/2024 | 000042 | PV MAINTENANCE, INC. | 0005-276 | | CITYWIDE MAINT. CONTRACTUAL SERVICES - J | 55,108.09 |
| | | | | | | **Total :** | **55,108.09** |
| 217874 | 2/22/2024 | 000047 | RIVERSIDE COUNTY, SHERIFF'S DEPART | SH0000045017 | | CONTRACT LAW ENFORCEMENT THROUGH 11/15/2 | 468,710.21 |
| | | | | | | **Total :** | **468,710.21** |
| 217875 | 2/22/2024 | 000918 | TKE ENGINEERING INC | 2023-941 | | CONTRACTUAL SVC 11/01/23-12/31/23 | 37,079.00 |
| | | | | | | **Total :** | **37,079.00** |

**17 Vouchers for bank code :** wf **Bank total :** **682,450.07**

Bank code : wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|

17 Vouchers in this report Total vouchers : 682,450.07

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217876 | 2/29/2024 | 001913 ABSOLUTE INTERNATIONAL, SECURITY I | 2020109305 | 0000473 | 01/01/24-01/31/24 SECURITY PATROL | 9,007.33 |
| | | | | | **Total :** | **9,007.33** |
| 217877 | 2/29/2024 | 000031 AFLAC, REMITTANCE PROCESSING, CEN | 934279 | | FEB 2023 CITY COUNCIL MEDICAL INS. BENEF | 1,350.63 |
| | | | | | **Total :** | **1,350.63** |
| 217878 | 2/29/2024 | 001627 AMERICAN EAGLE TROPHIES | 11233 | | (2) 11X14 PLAQUE FULL COLOR PRINT | 304.50 |
| | | | | | **Total :** | **304.50** |
| 217879 | 2/29/2024 | 000033 AMERICAN FORENSIC NURSES | 77328 | | BLOOD DRAW (1) | 66.85 |
| | | | 78514 | | BLOOD DRAW (1) | 70.00 |
| | | | | | **Total :** | **136.85** |
| 217880 | 2/29/2024 | 000007 ANIMAL FRIENDS OF THE VALLEY,, INC. | FEB 2024 | | ANIMAL CONTROL SERVICE FEBRUARY 2024 | 7,000.00 |
| | | | | | **Total :** | **7,000.00** |
| 217881 | 2/29/2024 | 000029 APPLEONE | 01-6821025 | | ADMIN ASSISTANT -CLERICAL W/E 02/17/24 ( | 607.65 |
| | | | 01-6821441 | | ACCOUNTING SPECIALIST I W/E 02/17/24 (DS | 1,532.57 |
| | | | | | **Total :** | **2,140.22** |
| 217882 | 2/29/2024 | 001002 ARCHITERRA DESIGN GROUP | 31827 | | 12/25/23-01/24/24 CIP 099, DESIGN PS&E | 3,416.25 |
| | | | | | **Total :** | **3,416.25** |
| 217883 | 2/29/2024 | 000760 ARMADA ADMINISTRATORS | 210670 | | MAR 2024 PREMIUM - CITY MANAGER | 4,278.00 |
| | | | | | **Total :** | **4,278.00** |
| 217884 | 2/29/2024 | 001330 BMW MOTORCYCLES OF RIVERSIDE | 6035136/1 | | BMW MOTORCYCLE MAINTENANCE - SHERIFF | 2,091.84 |
| | | | | | **Total :** | **2,091.84** |
| 217885 | 2/29/2024 | 001622 COMMERCIAL BUILDING MANAGEMENT, | 69918 | 0000529 | OCT 2023 JANITORIAL SVC - PARKS | 4,604.85 |
| | | | 69919 | 0000499 | OCT 2023 SUPPLIES - PARKS | 473.00 |
| | | | 70012 | 0000529 | DEC 2023 JANITORIAL SVC - PARKS | 4,604.85 |
| | | | 70013 | 0000499 | DEC 2023 SUPPLIES - PARKS | 473.00 |
| | | | | | **Total :** | **10,155.70** |

**Bank code :** wf

| Voucher | Date | Vendor | | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|---|
| 217886 | 2/29/2024 | 000209 | COST RECOVERY SYSTEMS, INC. | 2024-40 | | STATE MANDATE CLAIM PREP SEVICES: FY 23/ | 4,750.00 |
| | | | | | | **Total :** | **4,750.00** |
| 217887 | 2/29/2024 | 001799 | COUNTY OF RIVERSIDE PUBLIC, SAFETY | PE0000001555 | | MONTHLY RADIO COMMUNICATION | 649.93 |
| | | | | | | **Total :** | **649.93** |
| 217888 | 2/29/2024 | 000058 | DEPARTMENT OF JUSTICE | 710567 | | DEC 2023 POLICE BLOOD ALCOHOL ANALYSIS ( | 175.00 |
| | | | | | | **Total :** | **175.00** |
| 217889 | 2/29/2024 | 000027 | DIRECT TV | 082317220X240213 | | 02/12/24-03/11/24 CABLE SERVICES - CITY | 168.99 |
| | | | | | | **Total :** | **168.99** |
| 217890 | 2/29/2024 | 000022 | EDISON | 021624-7151 | | 01/12/24-02/12/24 ELCTRIC - TRAFFIC CONT | 6,480.66 |
| | | | | | | **Total :** | **6,480.66** |
| 217891 | 2/29/2024 | 000012 | ELSINORE VALLEY MUNICIPAL, WATER D | 12833430 | | 01/10/24-02/10/24 WATER ZONE 3 LOC 7 M1 | 194.57 |
| | | | | 12833443 | | 01/10/24-02/10/24 WATER HERITAGE PK (AUT | 404.51 |
| | | | | 12836725 | | 01/11/24-02/11/24 WATER ZONE 3 LOC 25 M2 | 269.91 |
| | | | | 12836726 | | 01/11/24-02/11/24 WATER ZONE 3 LOC 25 M1 | 946.79 |
| | | | | 12838491 | | 01/11/24-02/11/24 WATER ZONE 3 LOC 24 M1 | 633.32 |
| | | | | 12839656 | | 01/11/24-02/11/24 WATER CFD 2013-1, ZONE | 252.40 |
| | | | | 12839815 | | 01/11/24-02/11/24 WATER MALAGA GATEWAY P | 138.33 |
| | | | | | | **Total :** | **2,839.83** |
| 217892 | 2/29/2024 | 002125 | EMPIRE DESIGN GROUP, INC. | 1461 | 0000517 | FINAL PROGRESS PAYMENT ON CONTRACT - UPO | 3,000.00 |
| | | | | | | **Total :** | **3,000.00** |
| 217893 | 2/29/2024 | 002071 | EPIC LAND SOLUTIONS, INC. | 0124-1474 | 0000512 | WILDOMAR - CITY HALL BUILDING PROJECT. P | 711.66 |
| | | | | | | **Total :** | **711.66** |
| 217894 | 2/29/2024 | 001450 | FRANCHISE TAX BOARD | 22924 | | WITHOLDING ORDER - S STANTON CASE #56217 | 50.00 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217894 | 2/29/2024 | 001450 001450 FRANCHISE TAX BOARD | (Continued) | | **Total :** | **50.00** |
| 217895 | 2/29/2024 | 000685 GREAT AMERICA FINANCIAL SERVIC | 35954464 | | CANON COLOR COPIER SYST. #018-1765784 | 428.48 |
| | | | | | **Total :** | **428.48** |
| 217896 | 2/29/2024 | 001919 HOLIDAYGOO, INC. | 20467 | 0000528 | 1-PC CANDY FILLED PLASTIC EGGS (1,000 PE | 2,859.04 |
| | | | | | **Total :** | **2,859.04** |
| 217897 | 2/29/2024 | 000499 INLAND EMPIRE LANDSCAPE INC | 42439 | | JAN 2024 LANDSCP MAINT | 10,638.65 |
| | | | 42440 | | JAN 2024 LANDSCP MAINT SERVICE | 9,867.40 |
| | | | 42639 | | JAN 2024 LANDSCP IRRIGATION REPAIRS ZONE | 1,171.69 |
| | | | 42640 | | JAN 2024 LITTLE LEAGUE PARK IRRIGATION R | 593.77 |
| | | | | | **Total :** | **22,271.51** |
| 217898 | 2/29/2024 | 002188 JEMANE, HEIDI | 22624 | | MILEAGE REIMBURSEMENT 1/01/24-1/31/24 | 42.74 |
| | | | | | **Total :** | **42.74** |
| 217899 | 2/29/2024 | 000304 JOE A. GONSALVES & SON | 161437 | 0000522 | FEB 2024 PROF.CONTRACTUAL LEGISLATIVE AD | 3,000.00 |
| | | | | | **Total :** | **3,000.00** |
| 217900 | 2/29/2024 | 000917 LABELLE MARVIN, INC. | 25659 | | CIP 057-2, CONST. ADMIN./INSPECT | 18,204.00 |
| | | | | | **Total :** | **18,204.00** |
| 217901 | 2/29/2024 | 002189 LCW LIEBERT CASSIDY WHITMORE | 259468 | | PROFESSIONAL SERVICES RENDERED THROUGH J | 2,087.50 |
| | | | | | **Total :** | **2,087.50** |
| 217902 | 2/29/2024 | 000588 MANPOWER | 5127170 | | ADMINISTRATIVE ASSISTANT W/E 02/25/24 | 650.62 |
| | | | | | **Total :** | **650.62** |
| 217903 | 2/29/2024 | 001107 PLACEWORKS | 83122 | | JAN 2024 PROF. SVCS. -27 ACRE PARK CIP 0 | 883.58 |
| | | | 83123 | | JAN 2024 PROF. SVCS. - CIP 099 20 - ACRE | 2,334.53 |
| | | | | | **Total :** | **3,218.11** |
| 217904 | 2/29/2024 | 000051 RCHCA | 22824 | | KANGAROO RAT FEE - 01/01/2024-01/31/2024 | 1,335.00 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217904 | 2/29/2024 | 000051 000051 RCHCA | (Continued) | | **Total :** | **1,335.00** |
| 217905 | 2/29/2024 | 000606 RING CENTRAL | CD_000757999 | | MOBILE USER & ADDITIONAL SERVICE LINE | 610.00 |
| | | | | | **Total :** | **610.00** |
| 217906 | 2/29/2024 | 001921 SCA OF CA, LLC | 108094CS | | CFD 2013-1 ZONE 2 SWEEPS | 5,139.47 |
| | | | | | **Total :** | **5,139.47** |
| 217907 | 2/29/2024 | 002052 ST. FRANCIS ELECTRIC | 23164120 | | TS MAINTENANCE DECEMBER 2023 | 1,444.50 |
| | | | 23164123 | | TS CALLOUTS BAXTER VILLAGE | 552.00 |
| | | | 23164124 | | TS MAINTENANCE JANUARY 2024 | 1,444.50 |
| | | | 23164125 | | TS RESPONSE JAN. 2024 | 1,242.00 |
| | | | 23164126 | | TRAFFIC SIGAL RESPONSE-DEV. PROJ #21-001 | 276.00 |
| | | | 23164127 | | TS RESPONSE JAN. 2024 CIP 057-2, CONST.A | 966.00 |
| | | | | | **Total :** | **5,925.00** |
| 217908 | 2/29/2024 | 001255 STEVE'S TOWING INC | 140574 | | CASE W123-365-0020 | 472.50 |
| | | | | | **Total :** | **472.50** |
| 217909 | 2/29/2024 | 000918 TKE ENGINEERING INC | 2023-939 | | TS STREET NAME SIGNS STANDARD DRAWINGS | 1,500.00 |
| | | | | | **Total :** | **1,500.00** |
| 217910 | 2/29/2024 | 000103 ULINE | 174644491 | | (1) WEATHER RESITANT LOCK | 44.36 |
| | | | | | **Total :** | **44.36** |
| 217911 | 2/29/2024 | 000131 WESTERN RIVERSIDE COUNTY, RCA | 22824 | | MSHCP MITIGATION FEES: JAN 2024 | 8,472.00 |
| | | | | | **Total :** | **8,472.00** |

**36 Vouchers for bank code :** wf **Bank total :** **134,967.72**

**36 Vouchers in this report** **Total vouchers :** **134,967.72**

Bank code : wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|

**City of Wildomar**
**Wire Transfer Register**
**3/1/2024**

| ACH Date | Payee | Description | | Amount |
|---|---|---|---|---|
| 2/6/2024 | Wex Inc. | Vehicle Fuel Purchase | $ | 409.23 |
| 2/12/2024 | Big Easy Storage | Fleet Vehicle Storage | $ | 299.00 |
| 2/12/2024 | Big Easy Storage | Fleet Vehicle Storage | $ | 299.00 |
| 2/12/2024 | Big Easy Storage | Fleet Vehicle Storage | $ | 299.00 |
| 2/13/2024 | Frontier Communications | Monthly Phone and Internet Services | $ | 65.98 |
| 2/13/2024 | Viasat, Inc. | Cemetery Phone and Internet | $ | 176.85 |
| 2/13/2024 | Viasat, Inc. | Cemetery Phone and Internet | $ | 416.85 |
| 2/14/2024 | Golden State Escrow | Right of Way Expenditure | $ | 21,670.00 |
| 2/16/2024 | Frontier Communications | Monthly Phone and Internet Services | $ | 149.99 |
| 2/20/2024 | US Bank | Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies | $ | 15,558.17 |
| 2/20/2024 | Enterprise Fleet Management | Monthly City Vehicle Lease Payment | $ | 5,707.28 |
| 2/27/2024 | Frontier Communications | Monthly Phone and Internet Services | $ | 56.65 |
| 2/27/2024 | Frontier Communications | Monthly Phone and Internet Services | $ | 559.38 |
| | | **TOTAL** | $ | 45,667.38 |

**City of Wildomar**
**Payroll Warrant Register**
**3/1/2024**

| ACH Date | Payee | Description | | Amount |
|---|---|---|---|---|
| 2/1/2024 | Heartland Payroll | 1/13/2024-1/26/2024 | $ | 116,382.86 |
| 2/15/2024 | Heartland Payroll | 1/27/2024-2/9/2024 | $ | 116,830.87 |
| 2/29/2024 | Heartland Payroll | 2/10/2024-2/23/2024 | $ | 118,335.26 |
| 3/1/2024 | Heartland Payroll | 2/1/2024-2/29/2024 | $ | 1,612.45 |
| | | **TOTAL** | **$** | **353,161.44** |

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.3**
**Meeting Date: March 13, 2024**

**SUBJECT:** January 2024 City Treasurer's Report

**SUBMITTED BY:** Adam Jantz

**PREPARED BY:** Adam Jantz

**ACTION:**
Approve the Treasurer's Report for January 2024

**SUMMARY:**
January 2024 City Treasurers Report

**DISCUSSION:**
Attached is the Treasurer's Report for Cash and Investments for the month of January 2024. 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:**
January 2024 City Treasurer's Report

# CITY OF WILDOMAR
# TREASURER'S REPORT FOR
# CASH AND INVESTMENT PORTFOLIO
# January 2024

## CITY CASH

| FUND | ACCOUNT | INSTITUTION | BEGINNING BALANCE | + DEPOSITS | (-) WITHDRAWALS | ENDING BALANCE | RATE |
|---|---|---|---|---|---|---|---|
| All | All | WELLS FARGO | $ 4,156,410.21 | $ 6,452,762.53 | (4,347,227.00) | $ 6,261,945.74 | 5.19943% |
| | | TOTAL | $ 4,156,410.21 | $ 6,452,762.53 | $ (4,347,227.00) | $ 6,261,945.74 | |

## CITY INVESTMENT

| FUND | ISSUER | BOOK VALUE | FACE VALUE | MARKET VALUE | PERCENT OF PORTFOLIO | AVERAGE DAYS TO MAT. | STATED RATE |
|---|---|---|---|---|---|---|---|
| 100 | LOCAL AGENCY INVESTMENT FUND | $ 4,945,555.70 | $ 4,945,555.70 | $ 4,945,555.70 | 14.33% | 0 | 4.012% |
| Various | CAMP POOL | $ 11,932,266.66 | $ 11,932,266.66 | $ 11,932,266.66 | 34.56% | 0 | 5.540% |
| Various | CAMP MANAGED ACCOUNT | $ 17,433,097.08 | $ 17,433,097.08 | $ 17,644,677.50 | 51.11% | 826 | 4.770% |
| | TOTAL | $ 34,310,919.44 | $ 34,310,919.44 | $ 34,522,499.86 | 100.00% | | |

| | | |
|---|---|---|
| CITY | TOTAL CASH AND INVESTMENTS | $ 40,572,865.18 |

## 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 | $ 49,189.65 | $ 0.00 | $ 4,945,555.70 | 4.012% |
| 100 | General | CAMP POOL | $ 4,839,720.05 | $ 0.00 | $ 22,689.02 | $ 0.00 | $ 4,862,409.07 | 5.540% |
| 115 | ARPA | CAMP POOL | $ 2,036,109.74 | $ 0.00 | $ 9,545.45 | $ 0.00 | $ 2,045,655.19 | 5.540% |
| 120 | AA | CAMP POOL | $ 2,531,655.45 | $ 0.00 | $ 11,868.61 | $ 0.00 | $ 2,543,524.06 | 5.540% |
| 461 | DIF Park Imp | CAMP POOL | $ 2,054,624.83 | $ 0.00 | $ 9,632.25 | $ 0.00 | $ 2,064,257.08 | 5.540% |
| 301 | ENDWMNT | CAMP POOL | $ 414,478.15 | $ 0.00 | $ 1,943.12 | $ 0.00 | $ 416,421.27 | 5.540% |
| 100 | General | CAMP MANAGED ACCOUNT | $ 6,074,057.44 | $ 0.00 | $ 19,965.85 | $ 0.00 | $ 6,094,023.29 | 4.770% |
| 110 | DEVAG | CAMP MANAGED ACCOUNT | $ 494,135.13 | $ 0.00 | $ 1,621.39 | $ 0.00 | $ 495,756.52 | 4.770% |
| 120 | AA | CAMP MANAGED ACCOUNT | $ 6,176,270.17 | $ 0.00 | $ 20,270.71 | $ 0.00 | $ 6,196,540.88 | 4.770% |
| 212 | WASTE | CAMP MANAGED ACCOUNT | $ 1,023,805.18 | $ 0.00 | $ 3,359.48 | $ 0.00 | $ 1,027,164.66 | 4.770% |
| 300 | CEM | CAMP MANAGED ACCOUNT | $ 1,023,805.18 | $ 0.00 | $ 3,359.48 | $ 0.00 | $ 1,027,164.66 | 4.770% |
| 440 | DIF Roads | CAMP MANAGED ACCOUNT | $ 2,583,967.60 | $ 0.00 | $ 8,479.46 | $ 0.00 | $ 2,592,447.06 | 4.770% |
| | | TOTAL | $ 34,148,994.97 | $ 0.00 | $ 161,924.47 | $ 0.00 | $ 34,310,919.44 | |

**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**

*2/21/2024*

**Date**

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.4**
**Meeting Date: March 13, 2024**

**SUBJECT:** 2nd Reading of Ordinance No. 238 for Zoning Ordinance Amendment No. 2023-06

**SUBMITTED BY:** Matthew Bassi

**PREPARED BY:** Matthew Bassi

**ACTION:**
Adopt an Ordinance entitled:

**ORDINANCE NO. 238**

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

**DISCUSSION:**
The City Council approved the first reading of Ordinance No. 238 at the February 14, 2024 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 238.

**ATTACHMENTS:**
Attach A - Ordinance 238.docx

# ATTACHMENT A

## Ordinance No. 238
## (for ZOA 2023-06)

**ORDINANCE NO. 238**

**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.<br>• 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.<br>• 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.<br>• Decorative pilasters (w/cap) at gate entry can not exceed 7 feet.<br>• 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).

**APPROVED AND ADOPTED** this 13th day of March, 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 # 1.5**
**Meeting Date: March 13, 2024**

**SUBJECT:** 2nd Reading of Ordinance No. 239 -Illegal Dumping and Administrative Citation Ordinance Amendment

**SUBMITTED BY:** Thomas D Jex

**PREPARED BY:** Thomas D Jex

**ACTION:**
1. Adopt an Ordinance entitled:

**ORDINANCE NO. 239**

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

**DISCUSSION:**
The City Council approved the first reading of Ordinance No. 239 at the February 14, 2024 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 239.

**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:**
1. Ordinance No. 239

**ORDINANCE NO. 239**

**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).

**APPROVED AND ADOPTED** this 13th day of March, 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: March 13, 2024**

**SUBJECT:** 2023 HCD Annual Housing Element Report

**SUBMITTED BY:** Matthew Bassi

**PREPARED BY:** Matthew Bassi

**ACTION:**
Receive and File this Report and Direct the Community Development director to submit to the Department of Housing and Community Development.

**SUMMARY:**
A report on the City's progress in meeting its share of the Housing Element's Regional Housing Needs Assessment (RHNA) for calendar year 2023.

**DISCUSSION:**
The 2021/2029 Housing Element is intended to identify and establish City policies with respect to meeting the housing needs of existing and future residents in the city. It establishes policies that will guide City decision-making and sets forth an action plan to implement its housing goals. The commitments are in furtherance of the statewide housing goal of early attainment of decent housing and a suitable living environment for every California family, as well as a reflection of the concerns unique to the City of Wildomar.

The primary purpose is to identify housing solutions that solve our local housing problems and to meet or exceed the regional housing needs allocation. The City recognizes that housing is a need that is met through many resources and interest groups. The Housing Element establishes the local goals, policies, and actions (programs) the City will implement and/or facilitate to solve our identified housing issues.

To this end, the City Council on October 13, 2021 adopted the 2021/2029 Housing Element (6th Cycle document). The element was subsequently certified by state department of Housing and Community Development (HCD) on December January 10, 2022. A copy of the certified 2021/2029 Housing Element is on the City's website, and a copy is provided for reference in Attachment C.

In accordance with Government Code Section 65400, the City is required to submit on April 1 of each year an annual progress of the City's efforts in addressing our RHNA allocation as delineated in the Housing Element. This year will be the 3rd year reporting period under the 2021/2029 Housing Element known as the 6th Cycle Housing Element period.

The reporting spreadsheets are much different than in years past due to the passage of SB 35 and AB 879 by the state legislature as part of the 2017 California Housing Law Package. As a point of clarification, the RHNA allocation numbers are applicable to all income categories, and not just the extremely low & very low categories. The City is required to plan for housing across all income categories, and every residential unit built in the City counts towards our RHNA allocation. However, the City is not mandated to ensure that all of its RHNA units are actually built. The City is only required to demonstrate to HCD that adequate sites are properly zoned to accommodate affordable housing.

*2023 Reporting Analysis:*

Since adoption of the 2021/2029 Housing Element (6th Cycle) by the City Council, the Planning Department has prepared and submitted to HCD the required annual reports. The 2023 progress report represents the 3rd of 8 annual reports submitted for this 6th Cycle housing period. Please refer to Attachment A for details.

In regard to the City's RHNA allocation, Table HNA-20 of the 2021/2029 Housing Element (Page HNA-71) outlines what the fair share RHNA allocation is for the 2021/2029 housing planning period. The total RHNA allocation established for Wildomar is 2,715 units which are divided among the four (4) HCD required income categories (i.e., very low (includes very low), low, moderate, and above moderate) as summarized in the table (refer to Attachment B).

Table B of the 2022 Annual Progress Report (Attachment A, page 4 of 21) reflects the total breakdown of units built since the start of the 6th Cycle reporting period in 2023. As illustrated in Table B, a total of 513 new units were issued building permits, and of those, 35 units received a certificate of occupancy in 2023 in the moderate and above moderate categories. Staff anticipates that this number will significantly increase in 2024 given the number of units that will be completed with the current construction activity.

Since adoption of the 2021/2029 Housing Element, a total of 633 units have received building permits across all income categories. This leaves a "balance" of 2,082 units remaining to be built. As this is the 3rd year of the current 6th Cycle reporting period, the City's remaining RHNA allocation in each income category is noted in Attachment B table.

Of importance to note is that the City in 2021 approved a 222-unit, SB 35 affordable housing project known as Tres Lagos Housing project. Phase 1 and 2 of this project has been graded and vertical construction of about 176 units will occur throughout 2024. In addition, the City

recently approved a 2nd SB 35 affordable housing project known as the “Wildomar Cottages” in May 2023 consisting of 128 affordable multi-family units (located in Sedco Hills). The Applicant at this time is still pursuing funding. Collectively, the Tres Lagos and Wildomar Cottages affordable housing projects will create 350 affordable housing units which counts towards our RHNA allocation within the very low to moderate income categories. As the state continues to push its housing agenda onto local government agencies, it is likely that the city will see other SB 35 affordable housing projects during the 2021-2029 reporting period.

*Conclusion:*

The City is required to submit the 2023 annual housing progress report to HCD by April 1, 2024. The Planning Commission reviewed the report at its February 7, 2024 meeting. Included with the annual report is a summary of the actions taken by the City on its progress in meeting the adopted 2021/2029 housing element action items (refer to Table D (Attachment A, Pdf page 5 - 21). As noted in this table, the City continues to make good progress on its 29 action items outlined in the 2021/2029 Housing Element. The report is tentatively scheduled for City Council review at its meeting on March 13, 2024.

**ATTACHMENTS:**

Attach A - 2023 APR Summary Matrix [1-25-24].pdf
Attach B - RHNA Allocation Table.pdf
Attach C - 2021-2029 Adopted Housing Element.pdf

**ANNUAL ELEMENT PROGRESS REPORT**
***Housing Element Implementation***
(CCR Title 25 §6202 )

| | |
|---|---|
| **Jurisdiction** | City of Wildomar |
| **Reporting Period** | 1/1/2023 - 12/31/23 |

## Table A
## Housing Development Applications Submitted

| | | | | Single Family | 2 - 4 Units | 5+ Units | ADU | Mobile Homes | Total Applications | Total Units in Applications |
|---|---|---|---|---|---|---|---|---|---|---|
| No. of Units Permitted for **Lower** | | | | | | | | | 0 | 0 |
| No. of Units Permitted for **Moderate** | | | | | | | | | 0 | 0 |
| No. of Units Permitted for **Above Moderate** | | | | **110** | **16** | **21** | **14** | **3** | **164** | **670** |

## Table A2
## Annual building Activity Report Summary
***Approved Entitlements (Units)***

| | | | | Single Family | 2 - 4 Units | 5+ Units | ADU | Mobile Homes | Total |
|---|---|---|---|---|---|---|---|---|---|
| No. of Units Permitted for **Lower** | | | | | | | | | **0** |
| No. of Units Permitted for **Moderate** | | | | | | | | | **0** |
| No. of Units Permitted for **Above Moderate** | | | | | | | | | **0** |

## Table A2
## Annual building Activity Report Summary
***Building Permits Issued (Units)***

| | | | | Single Family | 2 - 4 Units | 5+ Units | ADU | Mobile Homes | Total |
|---|---|---|---|---|---|---|---|---|---|
| No. of Units Permitted for **Lower** | | | | | | | | | **0** |
| No. of Units Permitted for **Moderate** | | | | | | | 9 | 1 | **10** |
| No. of Units Permitted for **Above Moderate** | | | | 102 | 43 | 358 | | | **503** |

## Table A2
## Annual building Activity Report Summary
*Certificate of Occupancy Issued (Units)*

| | | | | Single Family | 2 - 4 Units | 5+ Units | ADU | Mobile Homes | Total |
|---|---|---|---|---|---|---|---|---|---|
| No. of Units Permitted for **Lower** | | | | | | | | | **0** |
| No. of Units Permitted for **Moderate** | | | | | | | | 1 | **1** |
| No. of Units Permitted for **Above Moderate** | | | | 34 | | | | | **34** |

## Table B
## Regional Housing Needs Allocation Progress
*Permitted Units Issued by Affordability*

| | | 1 | | 2 | | | | | | | | 3 | 4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Income Level** | | **RHNA Allocation by Income Level** | **Projection Period - 06/30/2021-10/14/2029** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **Total Units to Date (all years)** | **Total Remaining RHNA by Income Level** |
| Very Low | Deed Restricted | 798 | - | - | - | - | - | - | - | - | - | - | **798** |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | | |
| Low | Deed Restricted | 450 | - | - | - | - | - | - | - | - | - | - | **450** |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | | |
| Moderate | Deed Restricted | 434 | - | - | - | - | - | - | - | - | - | 15 | **419** |
| | Non-Deed Restricted | | 1 | 4 | - | 10 | - | - | - | - | - | | |
| Above Moderate | | 1,033 | 2 | 19 | 94 | 503 | - | - | - | - | - | 618 | **415** |
| Total RHNA | | **2,715** | | | | | | | | | | | |
| Total Units | | | **3** | **23** | **94** | **513** | **-** | **-** | **-** | **-** | **-** | **633** | **2,082** |

**Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).**

| | 5 | | 2 | | | | | | | | 6 | 7 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Extremely low-Income Need** | | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **Total Units to Date** | **Total Units Remaining** |
| Extremely Low-Income | 399 | | - | - | - | - | - | - | - | - | - | **399** |

# Housing Element Implementation

## Table D
## Program Implementation Status pursuant to GC Section 65582

| Housing Programs Progress Report<br>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element. | | | |
|---|---|---|---|
| **1** | **2** | **3** | **4** |
| **Name of Program** | **Objective** | **Timeframe in H.E** | **Status of Program Implementation** |
| PROGRAM H-1.1:Updated Available Sites Inventory | The City will monitor the Available Sites Inventory annually as projects are processed through the Planning Department to ensure sufficient capacity is maintained to accommodate the City's remaining RHNA numbers. | Update the Available Sites Inventory on an annual basis | The City regularly reviews its Available Sites Inventory, analyzing both vacant and underutilized land, to ensure sufficient capacity exists for building the remaining RHNA-required housing units, particularly across income categories. |
| PROGRAM H-1.2:Large Sites. | The City will provide for the inclusion of mixed-income housing in future new growth areas of the city through development agreements, specific plans, and other mechanisms. To facilitate the development of affordable housing on parcels (that can accommodate 50 to 150 units), the City will routinely give high priority to processing subdivision maps that include affordable housing units. Also, an expedited review process will be available for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, applicable Specific Plan, and master environmental impact report.<br>The City will offer the following incentives for the development of affordable housing on large sites, which may include, but is not limited to:<br>•Streamlining and expediting the approval process for land division for projects that include affordable housing units,<br>•Ministerial review of lot line adjustments,<br>•Deferral of fees related to the subdivision for projects affordable to lower-income households, and<br>•Providing technical assistance to acquire funding. | Develop incentive program by April 2022 and provide incentives as projects are submitted. | Wildomar is tackling its growth with two major developments:<br><br>1. Wildomar Meadows: This 750-acre project aims for balance, with half dedicated to green space and the other half housing single-family homes, apartments, commercial centers, and a new school.<br><br>To expedite the project, the City is exploring innovative solutions:<br><br>Fee assistance: This could help developers overcome infrastructure costs, paving the way for quicker progress.<br><br>Grant funding: Direct financial support would further incentivize investment in Wildomar |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-1.3:Mixed-Use Development | To promote mixed-use development, the City will provide regulatory and financial incentives to increase the probability that residences will be constructed on mixed-use sites. The City will offer the following regulatory and financial incentives, including, but not limited to, financial assistance (based on availability of federal, state, local, and private housing funds), expedited development review, streamlined development application processing, modification of development requirements, such as reduced parking standards for seniors and special needs housing on a case-by-case basis. | Concurrent with the Housing Element update and will continue to review and rezone as needed by October 2023. | Wildomar is tackling its growth with two major developments:<br><br>1. Wildomar Meadows: This 750-acre project aims for balance, with half dedicated to green space and the other half housing single-family homes, apartments, commercial centers, and a new school.<br><br>To expedite the project, the City is exploring innovative solutions:<br><br>Fee assistance: This could help developers overcome infrastructure costs, paving the way for quicker progress.<br><br>Grant funding: Direct financial support would further incentivize investment in Wildomar |
| Program H-1.4: Zoning Consistency. | The City will review and rezone sites assumed to meet the moderate and above moderate RHNA (Table HNA-24) to ensure zoning and general plan designations are compatible. | Concurrent with the Housing Element update and will continue to review and rezone as needed by October 2023. | Wildomar streamlined its land use framework with two key actions:<br><br>1. Rezoning 270 acres on January 12, 2022 (Ordinance No. 210): This ensured harmony between zoning and General Plan designations, fostering unified land use decisions.<br>2. Launching the 'Envision Wildomar 2050' General Plan update: This ongoing initiative scrutinizes overall consistency and implements necessary adjustments, further strengthening the City's development vision. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-2.1:Strategic Planning Opportunities. | Use the City's GIS to facilitate preliminary strategic planning studies to identify vacant or underutilized commercial properties for infill construction or adaptive reuse in high-density areas. The City will identify the sites with GIS and do a visual assessment to confirm their current use. | Identify vacant or underutilized commercial land by June 2022, update annually thereafter. | The City is reviewing all vacant and underutilized sites as a part of the General Plan update, planned for adoption in 2024. |
| PROGRAM H-3.1:Multifamily Development. | To assist in the development of affordable housing, the City will continue to offer density bonuses (consistent with State Law) as well as assist interested developers to apply for government financing and/or other government subsidies, assist interested developers in acquiring surplus government land suitable for multifamily development, expedite permit processing, consider reducing parking standards and lot sizes, and consider waiving impact fees for extremely low-, very low-, and low-income dwelling units (these actions identified are not limited to density bonuses). | Publish informational materials on density bonuses to be distributed to developers annually and posted on the City's website. Allow density bonuses on an ongoing basis as eligible projects are proposed. | The City has two specific plans in process. Wildomar Meadows specific plan area which included 750 acres. The plan proses that half of the area be preserved, and the other half will be developed with single-family, multi-family, and commercial, and a new school.<br>The second specific plan is the Bluffs Specific Plan which inlcues168 acres. The plan proposes a mix of multi-family, and mixed-use entertainment, and industrial uses.<br>Wildomar Cottages Affordable Housing Project, a 130-unit affordable housing project (SB 330) was granted a density bonus and parking reduction, the project will provide housing for low-income families, with 26 units reserved for extremely low- and very low-income households and 101 units for low-income households for a 55-year period. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-3.2:Assistance with Affordable Projects | To assist with the development of affordable housing, when funding is available, the City shall:<br>•Offer assistance with land acquisition and off-site infrastructure improvements,<br>•Provide assistance with securing federal or state housing financing resources for affordable housing projects, and<br>•As funding is available, provide financial support for production and subsidization of low- and moderate-income housing, including housing for persons with special needs and developmental disabilities, with affordability requirements.<br>Additionally, the City will publish and make available, to developers, housing development agencies, and City residents, the City's Housing Element and updates and annual reports to ensure that the development community (both nonprofit and for-profit) is aware of the housing programs, technical assistance, and available funding. The purpose of these actions will be to increase the supply of affordable housing both in areas with lower-median incomes and concentrated poverty to reduce displacement risk due to cost and in high resource areas to promote housing mobility opportunities | Meet with developers and non-profits annually to discuss affordable housing opportunities and assist with recommendation letters, regulatory assistance, or other appropriate actions as projects are processed through the Planning Department. Make the Housing Element and associated information available to developers within two months of adoption. | The City continues to expediate all projects that come forward and is considering offering fee assistance or grants money to help pay for infrastructure for the Wildomar and Bluffs Specific Plans. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| Program H-4.1: Expand Housing Opportunities | Work with local nonprofits and public and private sponsors to expand housing opportunities for lower-income households and special needs persons to reduce displacement risk for these residents due to overpayment and overcome a shortage of accessible housing and possible overcrowding by increasing housing mobility options. To encourage developers to provide affordable homeownership opportunities, the City will offer incentives, which may include, but are not limited to, fee waivers or deferrals, expedited permit processing, and/or reduced parking requirements based on the bedroom mix of the project. Additionally, the City will offer similar incentives for the construction of new rental housing for special needs groups, including persons with physical and developmental disabilities. | Apply for HOME funds annually, meet with developers annually to discuss the creation of low income ownership units. Provide information on incentives for rental units to interested developers annually. | The City continues to work with Wildomar family housing LP an affirmed housing group out of San Diego on an SB 35 project that will be affordable to lower income households and will provide housing for special needs populations. This SB 35 project by Affirmed Housing was approved in May 2023. |
| PROGRAM H-5.1:Annual Review of the Housing Element. | The City will review the Housing Element on an annual basis to determine the effectiveness of the Housing Element in achieving goals and objectives. The City will provide annual reports to the Planning Commission and City Council as to the effectiveness of the Housing Element. The City will take actions necessary to correct any inconsistencies. A copy of this report will be sent to the California Department of Housing and Community Development (HCD) and California's Office of Planning and Research (OPR) as required by state law. | Annually, complete by April 1 of each year (starting in April 2022) | The City continues to provide annual reports to the Planning Commission and City Council as to the effectiveness of the Housing Element. |
| PROGRAM H-6.1:Development Review and Processing Procedures | The City will continually seek to improve its development review/processing procedures to minimize, to the extent possible, the time required for review of development projects. This reduction in time will reduce the cost to developers and may increase the housing production in the city. | Annually review processing procedures and amend as needed. | The City is in the process of updating its Development Code (Zoning Code). As a part of the update process, the City is reviewing all development review/processing procedures. This review look to minimize, to the extent possible, the time required for review of development projects. |
| PROGRAM H-6.2:Building Code. | As new uniform building codes are adopted by the State of California, the City will review its building codes for current compliance and adopt the necessary revisions to further local development objectives. | Review and update the City's building codes as new codes are adopted by the State of California. | The City adopts all new uniform building codes, as required. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-7.1:Incentives for Development of Housing | The City will offer fast track/priority processing, density bonuses, and fee subsidies (when feasible) to developers proposing new housing, mixed-use, or infill projects affordable to lower-income households, farmworkers, seniors, and other special needs groups, including persons with physical and developmental disabilities. The intent of these incentives is to increase the supply of affordable housing in areas with lower median incomes to reduce displacement risk for these residents and in high resource areas to promote housing mobility through affordable housing near areas of opportunity. | Develop materials to market these incentives by December 2021, distribute annually to developers and post on the City's website. | Wildomar incentivizes development with streamlined processes and density bonuses. This approach is exemplified by Wildomar Cottages Affordable Housing Project, a 130-unit affordable housing project (SB 330) that includes 2 – 4 bedrooms ranging in size from 787 square feet to 1,233 square feet. This SB 330 application was a prelude to the formal SB 35 affordable housing project application that was formally submitted to the Planning Division on February 16, 2023. Utilizing a density bonus and parking reduction, the project will provide housing for low-income families, with 26 units reserved for extremely low- and very low-income households and 101 units for low-income households for a 55-year period. |
| PROGRAM H-8.1:Density Bonus | To comply with California Government Code Section 65915, as revised, the City of Wildomar will amend its Wildomar Municipal Code to be consistent with state density bonus law. | Amend Wildomar Municipal Code by December 2022. | The City amended the Wildomar Municipal Code in March 2023 to comply with state law. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-9.1:Accessory Dwelling Units | The City will amend the Wildomar Municipal Code to clarify that Accessory Dwelling Units (ADU) are permitted in all zones that permit single-family or multi-family uses, in accordance with California Government Code Section 65852.2. The City will promote ADU development by providing guidance and educational materials on the City's website and will promote these materials in high resource areas and areas dominated by low-density residential development to encourage affordable housing in areas of high opportunity to reduce displacement risk and improve access to opportunity and services. Information will include the advantages of building ADU's, including permitting procedures and construction resources. The City will also work with City Council to identify possible incentives for the development of ADU's. | Amend Wildomar Municipal Code by June 2022. | The City amended the Wildomar Municipal Code in March 2023 to comply with state law. |
| PROGRAM H-10.1:Priority for Affordable Projects | Give priority to permit processing for projects providing affordable housing when requested. Expand application of processing priority to projects providing housing for seniors and other special needs groups, including persons with physical and developmental disabilities, large families, extremely low-income households, farmworker housing, and homeless. | As projects are approved through the Planning Department | As projects come forward the City will continue to provide priority permit processing for affordable housing projects. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-11.1:Extremely Low-Income Households. | California Government Code Section 65583(a) requires the City to identify zoning to encourage and facilitate housing suitable for extremely low-income households, such as supportive housing and single-room occupancy units. Housing for extremely low-income households will provide affordable housing for persons at risk of homelessness to minimize displacement risk. The City encourages the development of housing for extremely low-income households through a variety of activities, such as performing outreach to housing developers on at least an annual basis, providing financial (when feasible) or in-kind technical assistance or land write-downs, providing expedited processing, identifying grant and funding opportunities, applying for or supporting applications for funding on an ongoing basis, reviewing and prioritizing local funding at least twice in the planning period, and/or offering additional incentives beyond the density bonus. | Reach out to housing developers annually and as projects are processed through the Planning Department. | The City did not have any projects in 2023 that included units affordable to extremely low- income households. However, the Wildomar Cottages Affordable Housing Project, a 130-unit affordable housing project has 128-units affordable to very low- and low- income households. |
| PROGRAM H-11.2:Residential Care Facilities | The City will explore amending provisions in the Wildomar Municipal Code to allow State-licensed residential care facilities for seven or more persons only subject to those restrictions that apply to residential uses in the same zone or otherwise amending the Wildomar Municipal Code to make it easier to locate a State-licensed residential care facility for seven or more persons in the City. Residential care facilities would still be subject to state licensing. Increasing the areas in which large residential care facilities are allowed would assist in creating housing for special needs groups near services; the City will encourage developers to site residential care facilities near high resource areas to improve access to services for this population and to reduce displacement risk for these residents by increasing the supply of suitable housing options in the city. | Identify if barriers exist to development of residential care facilities for seven or more persons by December 2021 and amend the Wildomar Municipal Code by July 2022 if needed. | The City amended the Wildomar Municipal Code in March 2023 to comply with state law. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-11.3:Persons with Developmental Disabilities | The City will work with the Inland Regional Center to implement an outreach program that informs families within the City about housing and services available for persons with developmental disabilities. The program could include developing an informational brochure, posting information about services on the City's website, and/or providing housing-related training for individuals/families through workshops. | The City will continue its current outreach program with a nonprofit homeless provider and will meet bi-annually. The city will work with the Inland Regional Center to discuss opportunities for persons with developmental disabilities. | The City has not worked with the Inland Regional Center to implement an outreach program. |
| PROGRAM H-11.4:Farmworker Housing. | The City will amend the Wildomar Municipal Code to treat employee/farmworker housing that serves six or fewer persons as a single-family structure and permit it in the same manner as other single-family structures of the same type within the same zone across all zones that allow single-family residential uses. The amendment will also treat employee/farmworker housing consisting of no more than 12 units or 36 beds as an agricultural use and permit it in the same manner as other agricultural uses in the same zone, in compliance with the California Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The City will also remove the Farm Labor Camp, Migrant Agricultural Workers Mobile Home Park, and Agricultural Mobile Home uses from the Wildomar Municipal Code as employee/farmworker housing will replace the Farm Labor Camp and mobile homes and mobile home parks for farmworkers are treated the same as any other mobile home or mobile home park in the City. | Amend the Wildomar Municipal Code by June 2022. | In 2022, the City amended the Wildomar Municipal Code to allow residential care facilities for 7 or more persons consistent with state law. |
| PROGRAM H-12.1:Regional Homeless Issues. | The City of Wildomar participates in a regional partnership with the Western Riverside Council of Governments and four other southwest cities in Riverside County to address homelessness in the region. The City will continue to participate and engage in this process to identify actions Wildomar can take to address the homelessness issue. | Meet quarterly with members of the regional homeless partnership. | The City is in the process of updating the Wildomar Development Code (Zoning Code) and will ensure compliance with California Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-13.1:Homeless Housing | The City will amend the Wildomar Municipal Code to allow low-barrier navigation centers for the homeless by right in zones that allow for mixed-use and nonresidential zones permitting multifamily uses, per California Government Code Section 65662, to improve access to services for persons experiencing, or at risk of, homelessness. The City will also allow sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone, in compliance with Government Code Section 65583(a)(4)(A)(ii)). The City will work with developers to identify potential sites for emergency shelters and low barrier navigation centers in high resource areas to improve access to services and mobility for persons experiencing homelessness. | Amend the Wildomar Municipal Code by January 2022. | The City continues to meet quarterly with WRCOG and SWAG to apply for funding monies. |
| PROGRAM H-14.1:Rehabilitation Program. | The City will pursue grant opportunities to create a rehabilitation program. The City will apply for HOME, CalHome, and CDBG, as well as promote Section 504 Home Repair Program loans and grants to provide housing rehabilitation loans and weatherization services for lower-income households and will work with the County to obtain available redevelopment agency funds to be used, as available, for place-based revitalization in areas with concentrated poverty or rehabilitation need. Targeted efforts to improve housing conditions in areas of need will assist in reducing displacement risk for these residents by improving living conditions and enabling them to stay in their home and community. | Starting in 2021, annually apply for funding as Notices of Funding Availability are released; meet with the County annually to assess availability of redevelopment agency funds. | The City has not applied for funding to create a rehab program. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-15.1:Code Enforcement. | The City's Code Enforcement staff is responsible for ensuring compliance with building and property maintenance codes. Code Enforcement handles complaints on a reactive basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. The City will continue to use Code Enforcement, as well as Building Department staff to ensure compliance with building and property maintenance codes. The Code Enforcement program is complaint-based. The City will also develop an enforcement program to prevent displacement or mitigate through funding for rehabilitation assistance (Program H-15.1) and assistance with relocation costs for lower-income households. | Develop a program to reduce displacement risk as a result of code enforcement within one year of Housing Element adoption; conduct code enforcement on an ongoing basis. | As of 2023, the City does not have a separate housing division and therefore relies on the County's rehabilitation program and provides fliers regarding the program at City Hall. The City had 691 code violations in 2023. |
| PROGRAM H-16.1:Preservation of At-Risk Housing Units | State law requires jurisdictions to provide a program in their Housing Elements to preserve publicly assisted affordable housing projects at risk of converting to market-rate housing. The City will contact property owners of units at risk of converting to market-rate housing within one year of affordability expiration to discuss the City's desire to preserve complexes as affordable housing. Participation from agencies interested in purchasing and/or managing at-risk units will be sought. Coordinate with owners of expiring subsidies to ensure tenants receive the required notices at 3 years, 6 months, and 12 months, per California law. The City will work with tenants to provide education regarding tenant rights and conversion procedures pursuant to California law. The City shall contact the Fair Housing Council of Riverside County to assist renters. | Annually monitor units at risk of converting. Coordinate noticing as required per California law. | The City does not have any units at-risk of converting to market rate. The one affordable housing project funded with LIHTC, Wildomar Senior Leisure Living, does not expire until 2053. |

# Housing Element Implementation

## Table D
## Program Implementation Status pursuant to GC Section 65582

| | | | |
|---|---|---|---|
| PROGRAM H-17.1:Fair Housing | Assign a point person to refer individuals, developers, landlords, and any other interested persons to the Fair Housing Council of Riverside County. Promote the availability of this service and other fair housing information on the City's website. Meet annually with fair housing service providers and enforcement organizations. invite fair housing service providers to present annually at Planning Commission and City Council hearings, hold a resource fair for residents, hold a meeting to establish connections between fair housing providers and other community service providers and property managers and landlords. Meet with developers within one year of Housing Element adoption to identify mechanisms to encourage construction of housing units with three or more bedrooms. Review and revise development standards and processes within two years of meeting with developers. Ensure that public outreach is accessible to all people. Conduct targeted outreach to underrepresented groups by recruiting them to participate in the public outreach process. Provide biannual training for landlords on fair housing responsibilities, source of income discrimination and other discriminatory practices. Provide landlord incentives for Housing Choice Voucher distribution. Meet with disability service providers to identify whether there is unmet demand anywhere. If an unmet demand is realized, work with providers to secure funding to expand services by March 2023. Meet with school districts. Meet annually with the Riverside Transit Agency. Work with developers to encourage transit access be included in new projects. Develop a targeted program to connect lower-income residents with affordable homeownership and rental opportunities. Review open space requirements for new developments and revise as necessary to ensure all new | Refer to each strategy in the AFFH program for specific timeframes | Wildomar prioritizes fair housing and diverse housing options:<br><br>1. Fair housing concerns: While none were reported in 2023, the City promptly refers complaints to Riverside County.<br>2. Larger households: Wildomar Cottages (SB 330) offers 2-4 bedroom units to address family needs.<br>3. Multilingual accessibility: Translation services are readily available for public outreach.<br>4. New school: Wildomar Meadows includes a new school, supporting growing families.<br>5. Public transit: City collaborates with Eleanor School and Riverside Transit Agency to assess unmet needs.<br>6. Open space accessibility: Envision Wildomar 2050 reviews open space requirements in new developments. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-18.1:Mortgage Credit Certificate Program | Refer eligible residents to the Riverside County Mortgage Credit Certificate Program for assistance. Promote the availability of this program by posting it on the City's website and in City buildings as well as by providing materials with information on this and other programs to provide to affordable housing providers to distribute to lower-income households that they work with. | Develop informational materials to distribute and post on the City's website by October 2021. | As contacted, the City continues to refer interested residents to the County's Mortgage Credit Certificate Program. |
| PROGRAM H-18.2:First-Time Homebuyer Program. | Consider the implementation of a First-Time Homebuyer Program to provide down-payment and closing-cost assistance to low-income first-time homebuyers. In order to reduce displacement risk of prospective first-time homebuyers being priced out of the community, the City will promote the availability of this program in areas with concentrations of renters, particularly low-income renters. | Consider applying for funding annually to establish a program | The City continues to direct interested residents to the County's First-Time Home Buyer program. |
| PROGRAM H-19.1:Acquisition/Rehabilitation. | The City will meet with public and/or private sponsors to discuss creating a partnership for the acquisition/rehabilitation of existing multifamily units to be converted to senior housing and housing for persons with disabilities, with a portion of the units required to be reserved for households with lower incomes to increase the supply of units for these populations and thus reduce displacement that may occur due to a shortage of suitable housing. | Meet with sponsors within one year of Housing Element adoption to assess interest in creating a partnership | The City does not have any units at-risk of converting to market rate. The one affordable housing project funded with LIHTC, Wildomar Senior Leisure Living, does not expire until 2053. |

# Housing Element Implementation

**Table D**
**Program Implementation Status pursuant to GC Section 65582**

| | | | |
|---|---|---|---|
| PROGRAM H-20.1:Promote Energy Conservation. | The City will promote energy efficiency in existing housing and new development by:<br>•Annually reviewing local building codes to ensure consistency with State-mandated green buildings standards.<br>•Partnering with Southern California Edison (SCE) and the Southern California Gas Company (SoCalGas) to promote energy-saving programs, such as the residential Multifamily Energy Efficiency Rebate program and the heating and cooling rebate program, available to SCE and SoCalGas residential customers.<br>•Encouraging developers to be innovative in designing energy-efficient homes and improving the energy efficiency of new construction.<br>•Promote the Low-Income Home Energy Assistance Program (LIHEAP) to assist low-income residents with one-time energy bill payments and home weatherization services for improved energy efficiency and health and safety.<br>•Promote California's Low-Income Weatherization Program which provides low-income households with solar photovoltaic (PV) systems and energy efficiency upgrades at no cost to residents. | Make information available on the City's website and in public places, such as the library and City Hall, by January 2022. | The City adopted the new California building codes in November 2022 and plans to add the energy conservation programs to website by 2024. |
| | | | |

## RHNA Allocation Table (from 2021/2029 Housing Element)

| Income Level | RHNA Allocation by Income Level | Total Building Permits Issued (2023) | Total Remaining RHNA Allocation |
|---|---|---|---|
| Extremely Low & Very Low | 798 | 0 | 798 |
| Low | 450 | 0 | 450 |
| Moderate | 434 | 10 | 419 |
| Above Moderate | 1,033 | 503 | 415 |
| **Total RHNA** | 2,715 units | 513 | 2,082 |

# ATTACHMENT B

## 2013-2021 Adopted/Certified
## Housing Element Document

CITY OF
WILDOMAR

# 2021-2029 HOUSING ELEMENT

**Adopted By City Council on October 13, 2021**

**HCD Certified on January 10, 2022**

PLACEWORKS

# CITY OF WILDOMAR
# 2021-2029 HOUSING ELEMENT

Adopted | October 13, 2021

**Prepared By: PlaceWorks**

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## APPENDICES

**Appendix A – Housing Needs Assessment**

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# INTRODUCTION

The City of Wildomar's Housing Element identifies and establishes the City's policies with respect to meeting the needs of existing and future residents in the city. It establishes policies that will guide City decision-making and sets forth an action plan to implement its housing goals. The commitments are in furtherance of the statewide housing goal of early attainment of decent housing and a suitable living environment for every California family, as well as a reflection of the concerns unique to the City of Wildomar.

## PURPOSE

The purpose of the Housing Element is to identify housing solutions that solve our local housing problems and to meet or exceed the regional housing needs allocation. The City recognizes that housing is a need that is met through many resources and interest groups. This Housing Element establishes the local goals, policies, and actions (programs) the City will implement and/or facilitate to solve our identified housing issues.

State Housing Element law requires the Housing Element to be consistent and compatible with other General Plan elements. The Housing Element should provide clear policy direction for making decisions pertaining to zoning, subdivision approval, housing allocations, and capital improvements. State law (California Government Code Sections 65580 through 65589) mandates the content of the Housing Element and requires an analysis of:

- Population and employment trends
- The City's fair share of the regional housing needs
- Household characteristics
- An inventory of land suitable for residential development
- Governmental and non-governmental constraints on the improvement, maintenance, and development of housing
- Special housing needs
- Opportunities for energy conservation
- Publicly assisted housing developments that may convert to non-assisted housing developments

The purpose of these requirements is to develop an understanding of the existing and projected housing needs within the community and to set forth policies and schedules promoting the preservation, improvement, and development of diverse housing types available at a range of costs in Wildomar.

## GENERAL PLAN CONSISTENCY

State law requires that "the general plan and elements and parts thereof comprise an integrated, internally consistent, and compatible statement of policies." The purpose of requiring internal consistency is to avoid policy conflict and provide a clear policy guide for the future maintenance, improvement, and development of housing within the city. All elements of the Wildomar General Plan have been reviewed for consistency in coordination with the update to the Housing Element. The City will continue to review and revise the Housing Element as necessary, to maintain General Plan consistency.

Concurrently with the Housing Element update the City is evaluating and amending as needed the Safety and Conservation Elements of the General Plan to include analysis and policies regarding flood hazard and management information, per Assembly Bill (AB) 162 (California Government Code Section 65302). Additionally, the City is aware of Government Code Section 65302(h) requirements related to environmental justice and are addressing the requirements along with the Housing Element update.

## REGIONAL HOUSING NEEDS ALLOCATION

The first step in addressing state housing needs is the Regional Housing Needs Plan, which is mandated by the State of California (California Government Code Section 65584) and requires regions to address housing issues and needs based on future growth projections for the area. The California Department of Housing and Community Development (HCD) allocates regional housing needs numbers to regional councils of governments throughout the state. The Regional Housing Needs Plan for Riverside County is developed by the Southern California Association of Governments (SCAG) and allocates to cities and the unincorporated county their "fair share" of the region's projected housing needs, also known as the Regional Housing Needs Allocation (RHNA). The Regional Housing Needs Plan allocates the RHNA based on household income groupings over the five-year planning period for each specific jurisdiction's Housing Element.

On March 4, 2021, SCAG adopted the Final RHNA Plan for the 2021-2029 planning period. The allocation for the City of Wildomar is a total of 2,715 housing units. The City must identify sites to accommodate these units in the Housing Element. The breakdown of this allocation by income category is shown in **Table H-1**.

## TABLE H-1: 2021-2029 REGIONAL HOUSING NEED

| Income Category | Income Range [1] | 2021-2029 RHNA |
|---|---|---|
| Extremely Low [2] | $0–$26,200 | 399 |
| Very Low | $26,201–$37,650 | 399 |
| Low | $37,651–$60,250 | 450 |
| Moderate | $60,251–$90,350 | 434 |
| Above Moderate | $90,351 or more | 1,033 |
| **Total** | **–** | **2,715** |

*Source: SCAG, March 2021*

*[1]. Based on a four-person household.*

*[2]. It is assumed that 50% of the very low-income unit allocation will be for extremely low-income households.*

# HOUSING GOALS, POLICIES, AND PROGRAMS

An important component of the Housing Element is the City's description of what it hopes to achieve during the current planning period. This is accomplished with a statement of the City's goals, policies, programs, and quantified objectives relative to the maintenance, preservation, improvement, and development of housing to meet the present and future needs of all economic segments of the population.

### GOAL H-1: Assist in the development of adequate housing to meet the city's fair share of the region's housing needs for all economic segments of the population.

## ADEQUATE HOUSING

**POLICY H-1:** **Ensure there is a sufficient supply of multifamily and single-family zoned land to meet the housing needs identified in the Regional Housing Needs Allocation (RHNA).**

**PROGRAM H-1.1:** **Updated Available Sites Inventory.** The City will monitor the Available Sites Inventory annually as projects are processed through the Planning Department to ensure sufficient capacity is maintained to accommodate the City's remaining RHNA numbers.

**Responsible Agency:** Planning Department

**Time Frame:** Update the Available Sites Inventory on an annual basis

**Funding Source:** General Fund

**PROGRAM H-1.2:** **Large Sites.** The City will provide for the inclusion of mixed-income housing in future new growth areas of the city through development agreements, specific plans, and other mechanisms. To facilitate the development of affordable housing on parcels (that can accommodate 50 to 150 units), the City will routinely give high priority to processing subdivision maps that include affordable housing units. Also, an expedited review process will be available for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, applicable Specific Plan, and master environmental impact report.

The City will offer the following incentives for the development of affordable housing on large sites, which may include, but is not limited to:

- Streamlining and expediting the approval process for land division for projects that include affordable housing units,
- Ministerial review of lot line adjustments,
- Deferral of fees related to the subdivision for projects affordable to lower-income households, and
- Providing technical assistance to acquire funding.

**Responsible Agency:** Planning and Public Works Departments

**Time Frame:** Develop incentive program by April 2022 and provide incentives as projects are submitted.

**Funding Source:** General Fund, developer fees

**PROGRAM H-1.3: Mixed-Use Development.** To promote mixed-use development, the City will provide regulatory and financial incentives to increase the probability that residences will be constructed on mixed-use sites. The City will offer the following regulatory and financial incentives, including, but not limited to, financial assistance (based on availability of federal, state, local, and private housing funds), expedited development review, streamlined development application processing, modification of development requirements, such as reduced parking standards for seniors and special needs housing on a case-by-case basis.

**Responsible Agency:** Planning Department

**Time Frame:** The City will work with developers to provide regulatory incentives, including fee deferments and flexible development standards as projects are submitted to the Planning Department.

**Funding Source:** General Fund

**PROGRAM H-1.4: Zoning Consistency.** The City will review and rezone sites assumed to meet the moderate and above moderate RHNA (Table HNA-24) to ensure zoning and general plan designations are compatible.

**Responsible Agency:** Planning Department

**Time Frame:** Concurrent with the Housing Element update and will continue to review and rezone as needed by October 2023.

**Funding Source:** General Fund, SB2

**POLICY H-2: Establish and maintain accurate planning and demographic data using GIS (geographic information systems).**

**PROGRAM H-2.1: Strategic Planning Opportunities.** Use the City's GIS to facilitate preliminary strategic planning studies to identify vacant or underutilized commercial properties for infill construction or adaptive reuse in high-density areas. The City will identify the sites with GIS and do a visual assessment to confirm their current use.

**Responsible Agency:** Planning Department

**Time Frame:** Identify vacant or underutilized commercial land by June 2022, update annually thereafter.

**Funding Source:** General Fund

**POLICY H-3: Facilitate the development of affordable housing by providing, when feasible, appropriate financial and regulatory incentives.**

**PROGRAM H-3.1: Multifamily Development.** To assist in the development of affordable housing, the City will continue to offer density bonuses (consistent with State Law) as well as assist interested developers to apply for government financing and/or other government subsidies, assist interested developers in acquiring surplus government land suitable for multifamily development, expedite permit processing, consider reducing parking standards and lot sizes, and consider waiving impact fees for extremely low-, very low-, and low-income dwelling units (these actions identified are not limited to density bonuses).

**Responsible Agency:** Planning, Public Works, and Building and Safety Departments

**Time Frame:** Publish informational materials on density bonuses to be distributed to developers annually and posted on the City's website. Allow density bonuses on an ongoing basis as eligible projects are proposed.

**Funding Source:** General Fund

**Quantified Objective:** 150 lower-income units, 50 of these in highest resource areas

**PROGRAM H-3.2: Assistance with Affordable Projects.** To assist with the development of affordable housing, when funding is available, the City shall:

- Offer assistance with land acquisition and off-site infrastructure improvements,

- Provide assistance with securing federal or state housing financing resources for affordable housing projects, and
- As funding is available, provide financial support for production and subsidization of low- and moderate-income housing, including housing for persons with special needs and developmental disabilities, with affordability requirements.

Additionally, the City will publish and make available, to developers, housing development agencies, and City residents, the City's Housing Element and updates and annual reports to ensure that the development community (both nonprofit and for-profit) is aware of the housing programs, technical assistance, and available funding. The purpose of these actions will be to increase the supply of affordable housing both in areas with lower-median incomes and concentrated poverty to reduce displacement risk due to cost and in high resource areas to promote housing mobility opportunities.

**Responsible Agency:** Planning Department

**Time Frame:** Meet with developers and non-profits annually to discuss affordable housing opportunities and assist with recommendation letters, regulatory assistance, or other appropriate actions as projects are processed through the Planning Department. Make the Housing Element and associated information available to developers within two months of adoption.

**Funding Source:** Utilize public financing tools when available, including, but not limited to, multifamily revenue bonds, the Community Development Block Grant (CDBG) Housing Loan Fund, and HOME funds, to provide low-interest loans, and where feasible, leverage other state and federal financing obtained by the developer (e.g., Low-Income Housing Tax Credits, California Housing Finance Agency (CalHFA) multifamily housing assistance programs, HCD Multifamily Housing Loans), and other available financing.

**Quantified Objective:** 200 units, encourage half of these in highest resource areas, near schools north of I-15, and near transit and 50 in areas with higher rates of poverty near the City of Lake Elsinore-City of Wildomar boundary

**POLICY H-4: To the extent resources are available, assist in the provision of homeownership assistance for lower- and moderate-income households.**

**Program H-4.1: Expand Housing Opportunities.** Work with local nonprofits and public and private sponsors to expand housing opportunities for lower-income households and special needs persons to reduce displacement risk for these residents due to overpayment and overcome a shortage of accessible housing and possible

overcrowding by increasing housing mobility options. To encourage developers to provide affordable homeownership opportunities, the City will offer incentives, which may include, but are not limited to, fee waivers or deferrals, expedited permit processing, and/or reduced parking requirements based on the bedroom mix of the project. Additionally, the City will offer similar incentives for the construction of new rental housing for special needs groups, including persons with physical and developmental disabilities.

**Responsible Agency:** Planning and Administrative Services Departments

**Time Frame:** Apply for HOME funds annually, meet with developers annually to discuss the creation of low income ownership units. Provide information on incentives for rental units to interested developers annually.

**Funding Source:** HOME funds, other funding sources

**Quantified Objective:** 40 units, encourage25 of these in high resource areas and near services

### GOAL H-2: Where appropriate, mitigate governmental constraints to the maintenance, improvement, and development of housing.

## GOVERNMENTAL CONSTRAINTS

**POLICY H-5:** **Consistently monitor and review the effectiveness of the Housing Element programs and other City activities in addressing the housing need.**

**PROGRAM H-5.1:** **Annual Review of the Housing Element.** The City will review the Housing Element on an annual basis to determine the effectiveness of the Housing Element in achieving goals and objectives. The City will provide annual reports to the Planning Commission and City Council as to the effectiveness of the Housing Element. The City will take actions necessary to correct any inconsistencies. A copy of this report will be sent to the California Department of Housing and Community Development (HCD) and California's Office of Planning and Research (OPR) as required by state law.

**Responsible Agency:** Planning Department

**Time Frame:** Annually, complete by April 1 of each year (starting in April 2022)

**Funding Source:** General Fund

**POLICY H-6:** **Periodically review the City's regulations, ordinances, and development fees/exactions to ensure they do not unduly constrain the production, maintenance, and improvement of housing.**

**PROGRAM H-6.1:** **Development Review and Processing Procedures.** The City will continually seek to improve its development review/processing procedures to minimize, to the extent possible, the time required for review of development projects. This reduction in time will reduce the cost to developers and may increase the housing production in the city.

**Responsible Agency:** Planning Department

**Time Frame:** Annually review processing procedures and amend as needed.

**Funding Source:** General Fund

**PROGRAM H-6.2:** **Building Code.** As new uniform building codes are adopted by the State of California, the City will review its building codes for current compliance and adopt the necessary revisions to further local development objectives.

**Responsible Agency:** Building and Safety Department

**Time Frame:** Review and update the City's building codes as new codes are adopted by the State of California.

**Funding Source:** General Fund

**POLICY H-7:** **Provide streamlined processing of residential projects to minimize time and costs to encourage housing production.**

**PROGRAM H-7.1:** **Incentives for Development of Housing.** The City will offer fast track/priority processing, density bonuses, and fee subsidies (when feasible) to developers proposing new housing, mixed-use, or infill projects affordable to lower-income households, farmworkers, seniors, and other special needs groups, including persons with physical and developmental disabilities. The intent of these incentives is to increase the supply of affordable housing in areas with lower median incomes to reduce displacement risk for these residents and in high resource areas to promote housing mobility through affordable housing near areas of opportunity.

**Responsible Agency:** Planning and Public Works Departments

**Time Frame:** Develop materials to market these incentives by December 2021, distribute annually to developers and post on the City's website.

**Funding Source:** Where feasible, leverage state and federal financing, including Low-Income Housing Tax Credits, CalHFA multifamily housing assistance programs, HCD Multifamily Housing Loans, CDBG funds, HOME funds, and other available financing.

**Quantified Objective:** 75 units, of these, 50 in areas with higher rates of poverty and 15 in high resource areas

**POLICY H-8: Grant density bonuses to encourage the development of affordable housing.**

**PROGRAM H-8.1: Density Bonus.** To comply with California Government Code Section 65915, as revised, the City of Wildomar will amend its Wildomar Municipal Code to be consistent with state density bonus law.

**Responsible Agency:** Planning Department

**Time Frame:** Amend Wildomar Municipal Code by December 2022.

**Funding Source:** General Fund

**POLICY H-9: Allow for the development of Accessory Dwelling Units (ADU's) as an affordable housing option.**

**PROGRAM H-9.1: Accessory Dwelling Units.** The City will amend the Wildomar Municipal Code to clarify that Accessory Dwelling Units (ADU) are permitted in all zones that permit single-family or multi-family uses, in accordance with California Government Code Section 65852.2. The City will promote ADU development by providing guidance and educational materials on the City's website and will promote these materials in high resource areas and areas dominated by low-density residential development to encourage affordable housing in areas of high opportunity to reduce displacement risk and improve access to opportunity and services. Information will include the advantages of building ADU's, including permitting procedures and construction resources. The City will also work with City Council to identify possible incentives for the development of ADU's.

**Responsible Agency:** Planning Department

**Time Frame:** Amend Wildomar Municipal Code by June 2022.

**Funding Source:** General Fund

**Quantified Objective:** 11 ADU's, of these 5 in high resource areas to promote mobility options

## GOAL H-3: Address the housing needs of special needs population groups.

# SPECIAL NEEDS GROUPS

**POLICY H-10:** **Encourage housing developers to produce affordable units by providing assistance and incentives for projects that include new affordable units available to lower- and moderate-income households and/or special needs housing.**

**PROGRAM H-10.1:** **Priority for Affordable Projects.** Give priority to permit processing for projects providing affordable housing when requested. Expand application of processing priority to projects providing housing for seniors and other special needs groups, including persons with physical and developmental disabilities, large families, extremely low-income households, farmworker housing, and homeless.

**Responsible Agency:** Planning and Building Departments

**Time Frame:** As projects are approved through the Planning Department

**Funding Source:** Where feasible, leverage state and federal financing, including Low-Income Housing Tax Credits, CalHFA multifamily housing assistance programs, HCD Multifamily Housing Loans, CDBG funds, HOME funds, and other available financing.

**POLICY H-11:** **Promote the development of housing for special needs groups, such as housing for seniors, housing for persons with physical, developmental, or mental disabilities, farmworker housing, housing for extremely low-income persons, homeless, and housing for large households.**

**PROGRAM H-11.1:** **Extremely Low-Income Households.** California Government Code Section 65583(a) requires the City to identify zoning to encourage and facilitate housing suitable for extremely low-income households, such as supportive housing and single-room occupancy units. Housing for extremely low-income households will provide affordable housing for persons at risk of homelessness to minimize displacement risk. The City encourages the development of housing for extremely low-income households through a variety of activities, such as performing outreach to housing developers on at least an annual basis, providing financial (when feasible) or in-kind technical assistance or land write-downs, providing expedited processing, identifying grant and funding opportunities, applying for or supporting applications for funding on an ongoing basis, reviewing and prioritizing local funding at least twice in the planning period, and/or offering additional incentives beyond the density bonus.

**Responsible Agency:** Planning Department

**Time Frame:** Reach out to housing developers annually and as projects are processed through the Planning Department.

**Funding Source:** General Fund

**Quantified Objective:** 45 housing units for extremely low-income households in areas of concentrated poverty to reduce displacement risk

**PROGRAM H-11.2: Residential Care Facilities.** The City will explore amending provisions in the Wildomar Municipal Code to allow State-licensed residential care facilities for seven or more persons only subject to those restrictions that apply to residential uses in the same zone or otherwise amending the Wildomar Municipal Code to make it easier to locate a State-licensed residential care facility for seven or more persons in the City. Residential care facilities would still be subject to state licensing. Increasing the areas in which large residential care facilities are allowed would assist in creating housing for special needs groups near services; the City will encourage developers to site residential care facilities near high resource areas to improve access to services for this population and to reduce displacement risk for these residents by increasing the supply of suitable housing options in the city.

**Responsible Agency:** Planning and Building and Safety Departments

**Time Frame:** Identify if barriers exist to development of residential care facilities for seven or more persons by December 2021 and amend the Wildomar Municipal Code by July 2022 if needed.

**Funding Source:** General Fund

**Quantified Objective:** 6 residential care facility units in high resource areas

**PROGRAM H-11.3: Persons with Developmental Disabilities.** The City will work with the Inland Regional Center to implement an outreach program that informs families within the City about housing and services available for persons with developmental disabilities. The program could include developing an informational brochure, posting information about services on the City's website, and/or providing housing-related training for individuals/families through workshops.

**Responsible Agency:** Planning and Building Administration

**Time Frame:** The City will continue its current outreach program with a nonprofit homeless provider and will meet bi-annually. The city will work with the Inland Regional Center to discuss opportunities for persons with developmental disabilities.

**Funding Source:** General Fund, CDBG, ESG and Measure AA

**PROGRAM H-11.4: Farmworker Housing.** The City will amend the Wildomar Municipal Code to treat employee/farmworker housing that serves six or fewer persons as a single-family structure and permit it in the same manner as other single-family structures of the same type within the same zone across all zones that allow single-family residential uses. The amendment will also treat employee/farmworker housing consisting of no more than 12 units or 36 beds as an agricultural use and permit it in the same manner as other agricultural uses in the same zone, in compliance with the California Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6). The City will also remove the Farm Labor Camp, Migrant Agricultural Workers Mobile Home Park, and Agricultural Mobile Home uses from the Wildomar Municipal Code as employee/farmworker housing will replace the Farm Labor Camp and mobile homes and mobile home parks for farmworkers are treated the same as any other mobile home or mobile home park in the City.

**Responsible Agency:** Planning and Building and Safety Departments

**Time Frame:** Amend the Wildomar Municipal Code by June 2022.

**Funding Source:** General Fund

**POLICY H-12: Participate regionally in addressing homeless issues.**

**PROGRAM H-12.1: Regional Homeless Issues.** The City of Wildomar participates in a regional partnership with the Western Riverside Council of Governments and four other southwest cities in Riverside County to address homelessness in the region. The City will continue to participate and engage in this process to identify actions Wildomar can take to address the homelessness issue.

**Responsible Agency:** Planning and Administrative Services Departments

**Time Frame:** Meet quarterly with members of the regional homeless partnership.

**Funding Source:** General Fund

**POLICY H-13:** **Allow transitional and supportive housing and emergency/homeless housing in appropriate zoning districts.**

**PROGRAM H-13.1:** **Homeless Housing.** The City will amend the Wildomar Municipal Code to allow low-barrier navigation centers for the homeless by right in zones that allow for mixed-use and nonresidential zones permitting multifamily uses, per California Government Code Section 65662, to improve access to services for persons experiencing, or at risk of, homelessness. The City will also allow sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone, in compliance with Government Code Section 65583(a)(4)(A)(ii)). The City will work with developers to identify potential sites for emergency shelters and low barrier navigation centers in high resource areas to improve access to services and mobility for persons experiencing homelessness.

**Responsible Agency:** Planning and Administrative Services Departments

**Time Frame:** Amend the Wildomar Municipal Code by January 2022.

**Funding Source:** General Fund

**Quantified Objective:** 1 low barrier navigation center in an area with concentrated poverty and/or homeless persons

### GOAL H-4: Conserve and improve the condition of the housing stock, particularly affordable housing.

## CONSERVATION AND IMPROVEMENT OF HOUSING STOCK

**POLICY H-14:** **Pursue all available federal and state funds to establish a housing rehabilitation program.**

**PROGRAM H-14.1:** **Rehabilitation Program.** The City will pursue grant opportunities to create a rehabilitation program. The City will apply for HOME, CalHome, and CDBG, as well as promote Section 504 Home Repair Program loans and grants to provide housing rehabilitation loans and weatherization services for lower-income households and will work with the County to obtain available redevelopment agency funds to be used, as available, for place-based revitalization in areas with concentrated poverty or rehabilitation need. Targeted efforts to improve housing

conditions in areas of need will assist in reducing displacement risk for these residents by improving living conditions and enabling them to stay in their home and community.

**Responsible Agency:** Planning and Administrative Services Departments

**Time Frame:** Starting in 2021, annually apply for funding as Notices of Funding Availability are released; meet with the County annually to assess availability of redevelopment agency funds.

**Funding Source:** HOME

**Quantified Objective:** Rehabilitation of 30 housing units, 15 of these in areas of concentrated poverty such as the area adjacent to the City of Lake Elsinore

**POLICY H-15: Concentrate rehabilitation assistance and code enforcement efforts in areas that have a concentration of older and/or substandard residential structures.**

**PROGRAM H-15.1: Code Enforcement.** The City's Code Enforcement staff is responsible for ensuring compliance with building and property maintenance codes. Code Enforcement handles complaints on a reactive basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. The City will continue to use Code Enforcement, as well as Building Department staff to ensure compliance with building and property maintenance codes. The Code Enforcement program is complaint-based. The City will also develop an enforcement program to prevent displacement or mitigate through funding for rehabilitation assistance (**Program H-15.1**) and assistance with relocation costs for lower-income households.

**Responsible Agency:** Building and Safety and Code Enforcement Departments

**Time Frame:** Develop a program to reduce displacement risk as a result of code enforcement within one year of Housing Element adoption; conduct code enforcement on an ongoing basis.

**Funding Source:** General Fund

**Quantified Objective:** Conservation of 30 housing units, 15 of these in areas of concentrated poverty such as the area adjacent to the City of Lake Elsinore

**POLICY H-16:** **Preserve the affordability of federal- and state-subsidized units at risk of conversion to market rate or other affordable housing resources.**

**PROGRAM H-16.1:** **Preservation of At-Risk Housing Units.** State law requires jurisdictions to provide a program in their Housing Elements to preserve publicly assisted affordable housing projects at risk of converting to market-rate housing. The City will contact property owners of units at risk of converting to market-rate housing within one year of affordability expiration to discuss the City's desire to preserve complexes as affordable housing. Participation from agencies interested in purchasing and/or managing at-risk units will be sought. Coordinate with owners of expiring subsidies to ensure tenants receive the required notices at 3 years, 6 months, and 12 months, per California law. The City will work with tenants to provide education regarding tenant rights and conversion procedures pursuant to California law. The City shall contact the Fair Housing Council of Riverside County to assist renters.

**Responsible Agency:** Planning Department

**Time Frame:** Annually monitor units at risk of converting. Coordinate noticing as required per California law.

**Funding:** General Fund

### GOAL H-5: Promote equal housing opportunities for all persons regardless of race, age, sexual orientation, religion, or gender.

## EQUAL HOUSING OPPORTUNITIES

**POLICY H-17:** **Continue to support fair housing laws and organizations that provide fair housing information and enforcement.**

**PROGRAM H-17.1:** **Fair Housing.** To comply with California Government Code Sections 8899.50, 65583(c)(5), 65583(c)(10), 65583.2(a) (AB 686), the City will develop a plan to Affirmatively Further Fair Housing (AFFH). The AFFH Plan shall take actions to address significant disparities in housing access and needs for all persons regardless of race, color, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability, and any other characteristic protected by the California Fair Employment and Housing Act (Part 2.8, commencing with Section 12900, of Division 3 of Title 2), Government Code Section 65008, and any other state and federal fair housing and planning law.

Specific actions include:

- Implement Programs H-4.1, H-7.1, and H-11.2 to affirmatively further fair housing, including targeting community revitalization through place-based programs, enhancing mobility between neighborhoods, and developing strategies to reduce displacement risk in areas with a higher concentration of lower-income households and overpayment (e.g. Programs H-4.1 and H-14.1), and facilitating affordable housing in high opportunity areas (e.g. Programs H-9.1 and H-11.1).By December 2021, the City will assign a point person to refer individuals, developers, landlords, and any other interested persons to the Fair Housing Council of Riverside County. Promote the availability of this service and other fair housing information on the City's website.
- Meet annually with fair housing service providers and enforcement organizations to track issues and identify patterns in Wildomar. Possible strategies to improve communication with the public on fair housing rights and resources may include inviting fair housing service providers to present annually at Planning Commission and City Council hearings, hold a resource fair for residents, hold a meeting to establish connections between fair housing providers and other community service providers and property managers and landlords, among other potential strategies.
- Meet with developers within one year of Housing Element adoption to identify mechanisms to encourage construction of housing units with three or more bedrooms. Strategies may include incentives such as fee waivers, parking reductions, or density bonuses. Review and revise development standards and processes within two years of meeting with developers.
- Ensure that public outreach is accessible to all people by offering translation services at all public meetings and workshops, in addition to bilingual written materials.
- Conduct targeted outreach to underrepresented groups by recruiting them to participate in the public outreach process and apply to committees through coordinating with service providers and posting information in grocery stores and public buildings to provide assistance to at least 50 households.
- Provide biannual training for landlords on fair housing responsibilities, source of income discrimination and other discriminatory practices, and the benefits of marketing their housing units to Housing Choice Voucher program participants to encourage landlords in high opportunity areas to register their units with Section 8 providers and expand housing mobility opportunities throughout the City to provide assistance to at least 50 households. Additionally, the City will explore options by 2024 and determine next steps by 202,5 to provide landlord

incentives for Housing Choice Voucher distribution such as cash bonuses and property tax incentives.

- Meet with disability service providers, including the Inland Regional Center, to identify whether there is unmet demand anywhere in the City by March 2022. If an unmet demand is realized, work with providers to secure funding to expand services by March 2023.
- Meet with school districts by June 2022 to assess whether existing and projected need can be accommodated with existing facilities. If not, work with developers in underserved areas to identify sites for new school facilities.
- Meet annually with the Riverside Transit Agency to assess unmet transit needs in the city and expand routes and frequency as needed to connect residents with educational facilities (both for youth and adults), employment centers, medical centers, and other resources and services. If expansion needs are identified, provide technical support to RTA to apply for funding to support infrastructure improvements. Work with developers to encourage transit access be included in new projects.
- By December 2022, develop a targeted program to connect lower-income residents with affordable homeownership and rental opportunities within the City.
- Within one year of Housing Element adoption, review open space requirements for new developments and revise as necessary to ensure all new units have access to outdoor spaces.
- Within 6 months of housing element adoption, provide a link on the City's website to Riverside County's CalWORKs program to assist lower-income households to enter or reenter the workforce.

**Responsible Agency:** Planning Department

**Time Frame:** Refer to each strategy in the AFFH program for specific timeframes.

**Funding Source:** General Fund

**POLICY H-18: Support programs that offer low- and moderate-income households the opportunity for homeownership.**

**PROGRAM H-18.1: Mortgage Credit Certificate Program.** Refer eligible residents to the Riverside County Mortgage Credit Certificate Program for assistance. Promote the availability of this program by posting it on the City's website and in City buildings as well as by providing materials with information on this and other programs to provide to

affordable housing providers to distribute to lower-income households that they work with.

**Responsible Agency:** County of Riverside Economic Development Agency, Planning Department

**Time Frame:** Develop informational materials to distribute and post on the City's website by October 2021.

**Funding Source:** General Fund

**Quantified Objective:** Connect 15 eligible residents with the Mortgage Credit Certificate Program

**PROGRAM H-18.2: First-Time Homebuyer Program**. Consider the implementation of a First-Time Homebuyer Program to provide down-payment and closing-cost assistance to low-income first-time homebuyers. In order to reduce displacement risk of prospective first-time homebuyers being priced out of the community, the City will promote the availability of this program in areas with concentrations of renters, particularly low-income renters.

**Responsible Agency:** Planning Department

**Time Frame:** Consider applying for funding annually to establish a program

**Funding Source:** HOME funds

**Quantified Objective:** Provide assistance to 6 low-income first-time homebuyers

**POLICY H-19: Expand the availability of affordable and/or special needs housing through acquisition or conversion.**

**PROGRAM H-19.1: Acquisition/Rehabilitation.** The City will meet with public and/or private sponsors to discuss creating a partnership for the acquisition/rehabilitation of existing multifamily units to be converted to senior housing and housing for persons with disabilities, with a portion of the units required to be reserved for households with lower incomes to increase the supply of units for these populations and thus reduce displacement that may occur due to a shortage of suitable housing.

**Responsible Agency:** Planning Department

**Time Frame:** Meet with sponsors within one year of Housing Element adoption to assess interest in creating a partnership.

**Funding Source**: HOME, CDBG

**Quantified Objective:** Acquire and/or rehabilitate 30 units in areas of with concentrated housing repair need

### GOAL H-6: Conserve energy in the development of new housing and the rehabilitation of existing housing.

## ENERGY CONSERVATION

**POLICY H-20: Encourage the use of energy conservation features in residential construction and remodeling.**

**PROGRAM H-20.1: Promote Energy Conservation.** The City will promote energy efficiency in existing housing and new development by:

- Annually reviewing local building codes to ensure consistency with State-mandated green buildings standards.
- Partnering with Southern California Edison (SCE) and the Southern California Gas Company (SoCalGas) to promote energy-saving programs, such as the residential Multifamily Energy Efficiency Rebate program and the heating and cooling rebate program, available to SCE and SoCalGas residential customers.
- Encouraging developers to be innovative in designing energy-efficient homes and improving the energy efficiency of new construction.
- Promote the Low-Income Home Energy Assistance Program (LIHEAP) to assist low-income residents with one-time energy bill payments and home weatherization services for improved energy efficiency and health and safety.
- Promote California's Low-Income Weatherization Program which provides low-income households with solar photovoltaic (PV) systems and energy efficiency upgrades at no cost to residents.

**Responsible Agency:** Planning and Building Department, SCE, SoCalGas

**Time Frame:** Make information available on the City's website and in public places, such as the library and City Hall, by January 2022.

**Funding Source:** General Fund, SCE, and SoCalGas funding sources

# QUANTIFIED OBJECTIVES

Quantified objectives estimate the number of units likely to be constructed, rehabilitated, or conserved/preserved by income level during the planning period. The quantified objectives do not represent a ceiling on development and do not require the City to construct these units, but rather set a target goal for the jurisdiction to achieve based on needs, resources, and constraints. Each quantified objective is detailed by income level, as illustrated in **Table H-2**.

- The **Construction** objective refers to the number of new units that potentially may be constructed using public and/or private sources over the planning period of the Housing Element given the locality's land resources, constraints, and proposed programs.
- The **Rehabilitation** objective refers to the number of existing units expected to be rehabilitated during the Housing Element planning period.
- The **Conservation** objective refers to the preservation of the existing affordable housing stock throughout the Housing Element planning period.

## TABLE H-2: QUANTIFIED OBJECTIVES SUMMARY

| Task | Income Level | | | | |
|---|---|---|---|---|---|
| | Extremely Low | Very Low | Low | Moderate | Above Moderate |
| **RHNA** | **399** | **399** | **450** | **434** | **1,033** |
| **New Construction** | | | | | |
| Program H-3.1 | 50 | 50 | 50 | | |
| Program H-3.2 | | 50 | 100 | 50 | |
| Program H-4.1 | | | 40 | 25 | |
| Program H-7.1 | | 25 | 30 | 20 | |
| Program H-9.1 | 2 | 2 | 2 | 5 | |
| Program H-11.1 | 45 | | | | |
| Program H-11.2 | | | 3 | 3 | |
| **Rehabilitation** | | | | | |
| Program H-14.1 | | 15 | 15 | | |
| Program H-19.1 | | 15 | 15 | | |
| **Conservation** | | | | | |
| Program H-15.1 | 10 | 10 | 10 | | |
| **Total** | **107** | **167** | **265** | **103** | **0*** |

*Source: City of Wildomar, March 2021*

** It is assumed that the market will address the need for above moderate-income households.*

# APPENDIX A

## Housing Needs Assessment

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# PUBLIC PARTICIPATION

The California Government Code Section 65583(c)(6) requires that local governments make diligent efforts to solicit public participation from all economic segments of the community, especially low-income persons, in the development of the Housing Element. During the preparation of this Housing Element update, public input was actively encouraged in a variety of ways. The element was posted to the City of Wildomar's website, and a hard copy was available for review at City Hall. The draft and final Housing Element were also provided to the California Department of Housing and Community Development (HCD) for review and comment. The City offers translation services as requested. No services were requested as a part of this outreach program

## PLANNING COMMISSION STUDY SESSION

On December 2, 2020, the City held a Planning Commission Study Session on the 2021-2029 Housing Element update and invited the public to attend and participate in this virtual event. The City sent a flyer with information about the workshop to local service providers, affordable housing developers, and other community organizations in an effort to reach special needs groups and lower-income households that may not have seen the information posted at City buildings or on the City's website. City staff presented an overview of the Housing Element update process and required contents of the element, discussed early strategies to meet their regional housing need allocation, and solicited feedback from the Planning Commission and community members on these strategies and other housing needs in Wildomar. Commissioners expressed their support for increasing the availability of affordable housing and interest in considering a variety of units, including accessory dwelling units (ADU's) to meet this need. No community members chose to participate during the open discussion and questions portion of the presentation; however, the event was held virtually and is available on the City's website, so residents have ongoing access to this information.

*Summaries of the April 21 Planning Commission and May 21 City Council study sessions will be added following each meeting.*

## AGENCY CONSULTATIONS

To ensure that the City was soliciting feedback from all segments of the community, consultations were conducted with service providers and other stakeholders who represent different socio-economic groups. Between December 2020 and January 2021, the City of Wildomar reached out to 12 stakeholder organizations to offer the opportunity for each to provide on-on-one input on housing needs and programs. Of these 12 organizations, 5 responded and provided input to the City. These included:

- Inland Regional Center – December 15, 2020

- Affordable Housing Clearinghouse – December 16, 2020
- Fair Housing Council of Riverside County – December 18, 2020
- Habitat for Humanity-Inland Empire – December 23, 2020
- Southern California Association of Non-Profit Housing – January 12, 2021

In each consultation, the stakeholders were asked the following questions:

1. What three top opportunities do you see for the future of housing in Wildomar? What are your three top concerns for the future of housing in Wildomar?
2. What types of housing do your clients prefer? Is there adequate rental housing in the City? Are there opportunities for home ownership? Are there accessible rental units for seniors and persons with disabilities?
3. Where have your clients been able to afford housing, if at all? What continues to be a struggle in allowing your clients/people you serve to find and keep affordable, decent housing?
4. What are the biggest barriers to finding affordable, decent housing? Are there specific unmet housing needs in the community?
5. How do you feel about the physical condition of housing in Wildomar? What opportunities do you see to improve housing in the future?

Through these consultations, stakeholders identified several barriers to housing, especially for lower-income households. These included the cost of land and construction, as well as the availability of land at a reasonable price that is zoned to support the densities required for affordable housing, and the current limited availability of affordable housing options. Stakeholders noted that while there are available rental and homeownership opportunities in general, many of these are not accessible to lower-income households, persons with disabilities, and large households. Multiple stakeholders discussed the shortage of housing units with three or more bedrooms to accommodate larger households. Stakeholders identified opportunities to address barriers to housing as increased investment in transitional services for homeless individuals, down payment assistance programs, training opportunities on the homebuying process, and health inspections of units that residents report as having physical issues, such as insect infestations or mold. The City has included serval programs under Housing Element Goal H-4 -- Conserve and improve the condition of the housing stock, particularly affordable housing, to assist with these identified needs.

## PUBLIC HEARINGS

*August 18, 2021 Planning Commission and September 8 City Council meetings.*

## PUBLIC COMMENT

*This section will be updated after public comment is received.*

## NOTICING OF THE DRAFT HOUSING ELEMENT

The Draft Housing Element was released on April 21, 2021 for public review and was made available on the City's website and noticed to residents through the same methods as the Planning Commission and City Council meetings. Additional direct noticing was sent to local housing advocate groups.

# EVALUATION OF THE PREVIOUS HOUSING ELEMENT

Per California Government Code Section 65588, "Each local government shall review its housing element as frequently as appropriate to evaluate all of the following: (1) The appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the state housing goal. (2) The effectiveness of the housing element in attainment of the community's housing goals and objectives. (3) The progress of the city, county, or city and county in implementation of the housing element. (4) The effectiveness of the housing element goals, policies, and related actions to meet the community's needs, pursuant to paragraph (7) of subdivision (a) of Section 65583."

The following table describes the results and evaluates the effectiveness of 2013–2021 Housing Element programs.

## EFFORTS TO ADDRESS SPECIAL HOUSING NEEDS

Government Code Section 65588 requires that local governments review the effectiveness of the housing element goals, policies, and related actions to meet the community's special housing needs. As shown in the Review of Previous Housing Element matrix on page HNA-4, the 2013 Housing Element, the City worked diligently to continuously promote housing for special needs groups in a variety of ways by continuing to permit residential care facilities by right in specific zones, allowing for the development of ADUs consistent with state law, providing handouts and other materials on fair housing, and is currently working through the approval process of a 100 percent affordable housing project.

| Program | | Implementation Status | Continue-Modify-Delete |
|---|---|---|---|
| **PROGRAM H-1.1:** General Plan Land Use Change to Provide Additional Sites. To ensure there is enough land available for the development of housing affordable to lower-income households, the City will amend its General Plan Land Use and Zoning maps to redesignate and rezone sites 22, 23, 24, and 25 (see Table HNA-25 in the Housing Needs Assessment), a total of 25.96 acres to the Highest Density Residential (HHDR) land use designation and with R-4 zoning to allow for at least 30 units to the acre by right. Additionally, to comply with state law, the City has identified and will re-zone sites to accommodate the City's housing needs, with at least 50 percent of the 4th cycle unmet need coming from sites that are zoned for residential uses only. The City had an unaccommodated need of 538 units and has re-zoned 25.96 acres to HHDR to accommodate 623 units at 20 to 40 dwelling unit per acre. All sites will accommodate a minimum of 20 units per acre, allow up to 30 units per acre and at least 16 units per site, per state law requirements.<br>All rezoned sites will permit owner-occupied and rental multi-family developments by right with a minor plot plan to verify development standards (i.e., setbacks) and will not require a conditional use permit, a planned unit development permit, or any other discretionary review.<br>In addition, the City is creating a mixed-use overlay zone to apply to 20 sites, totaling 117 acres within the inventory. | Responsible Agency: Planning Department<br>Time Frame: By December 2013<br>Funding Source: General Fund | In 2013, the City completed all necessary rezones consistent with Government Code Section 65583.2, (resolutions 2013-45 and 2013-46) to ensure there were sufficient sites available to meet the City's lower-income Regional Housing Needs Allocation (RHNA). The City continues to ensure there is sufficient capacity to meet its regional housing need. | Completed. Delete. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| The mixed-use overlay will have a 30 percent residential requirement. | | | |
| **PROGRAM H-1.2**: Large Sites. The City will provide for the inclusion of mixed-income housing in future new growth areas of the city through development agreements, specific plans, and other mechanisms. To facilitate the development of affordable housing on parcels (50 to 150 units in size), the City will routinely give high priority to processing subdivision maps that include affordable housing units. Also, an expedited review process will be available for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, applicable Specific Plan, and master environmental impact report. | Responsible Agency: Planning Department<br>Time Frame: Ongoing, as projects are processed through the Planning Department<br>Funding Source: General Fund, developer fees | No affordable housing projects have come forward, but the City continues to encourage mixed-income housing for future projects. This is a priority moving forward. The program will be revised to include proactive efforts in hopes of making this program more successful. | Continue as a proactive program. |
| **PROGRAM H-2.1:** Assistance with Affordable Projects. Where feasible and/or necessary and as funding is available, the City shall offer assistance with land acquisition and off-site infrastructure improvements, as well as assistance in securing federal or state housing financing resources for developers, (for and non-profit) for projects affordable to extremely low-, very low-, low-, and moderate-income households within the planning period. | Responsible Agency: Planning Department<br>Time Frame: Meet with developers and non-profits annually to discuss affordable housing opportunities and assist with recommendation letters, regulatory assistance or other appropriate actions as projects are processed through the Planning Department<br>Funding Source: Where feasible, leverage state and federal financing | The City provides fair housing educational brochures in English and Spanish at City Hall and the City library and provides a link to these services on the City's website. Due to limited funding and lack of developer interest, the City did not provide assistance with land acquisition and/or off-site infrastructure improvements, or assistance securing federal or state housing financial resources, in the previous planning period. The City is | Continue, combine with Programs H-4.1 and H-4.2. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| | including Low Income Housing Tax Credits, CHFA multifamily housing assistance programs, HCD Multifamily Housing Loans, CDBG funds, HOME funds, and other available financing. | committed to providing this assistance to interested developers during the 2021-2029 planning period. | |
| **PROGRAM H-3.1:** Updated Land Inventory. The City will establish a Land Inventory that provides the mechanism to monitor acreage and location, by General Plan designation, of vacant and underutilized land, as well as buildout of approved projects, utilizing the City's GIS. | Responsible Agency: Planning Department<br>Time Frame: Update the Land Inventory on an annual basis<br>Funding Source: General Fund | The City uses GIS to maintain a current land inventory. This is done as projects are submitted to, and approved by, the Planning Department. | Continue. |
| **PROGRAM H-3.2:** Strategic Planning Opportunities. Utilize the City's GIS to facilitate preliminary strategic planning studies to identify vacant or underutilized commercial properties for infill construction or adaptive reuse in high-density areas. | Responsible Agency: Planning Department<br>Time Frame: Annually<br>Funding Source: General Fund | Due to limited funding, the City has not taken action to identify vacant or commercial properties for infill construction or adaptive reuse. This is a priority moving forward. The program will be revised to include proactive efforts in hopes of making this program more successful. | Continue. |
| **PROGRAM H-4.1:** Funding Opportunities. Use, to the greatest extent possible, a portion of available funds for the production and subsidization of low- and moderate-income housing including persons with special needs and developmental disabilities. All projects receiving public assistance will be required to remain affordable in compliance with the requirements of the program in which | Responsible Agency: Planning Department<br>Time Frame: Ongoing as projects are processed through the Planning Department<br>Funding Source: Utilize public financing tools when available, | Due to limited funding, the City has not taken action to identify vacant or commercial properties for infill construction or adaptive reuse. This is a priority moving forward. The program will be revised to include proactive efforts in hopes of making this program more successful. | Continue, combine with Programs H-2.1, H-4.2. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| they participate. These actions are not limited to density bonus, but are offered above and beyond. | including but not limited to multifamily revenue bonds, the CDBG Housing Loan Fund, and HOME funds, to provide low interest loans, and where feasible, leverage other state and federal financing obtained by the developer (e.g., Low Income Housing Tax Credits, CHFA multifamily housing assistance programs, HCD Multifamily Housing Loans), and other available financing. | | |
| **PROGRAM H-4.2:** Available Housing Programs and Assistance. To ensure that the development community (both nonprofit and for-profit) is aware of the housing programs, technical assistance, and funding available, the City will publish and make available, to developers, housing development agencies, and City residents, the City's Housing Element and updates and annual reports. | Responsible Agency: Planning and Building Department<br>Time Frame: Ongoing, as developers approach the City for assistance<br>Funding Source: General Fund | All Housing Element updates and the annual reports (2014, 2015, 2016, 2017, 2018, 2019) are posted on the City's website. | Continue. |
| **PROGRAM H-4.3**: Multi-Family Development. To assist in the development of affordable housing, the City will offer density bonuses as well as assist interested developers to apply for government financing and/or other government subsidies, assist interested developers in acquiring surplus government land suitable for multi-family development, expedite permit processing, consider reducing parking standards and lot sizes, and consider waiving impact fees for extremely low-, very low-, and low-income dwelling | Responsible Agency: Planning, Public Works, and Building and Safety Departments<br>Time Frame: Ongoing, as applications are processed through the Planning and Building and Safety Departments<br>Funding Source: General Fund | Between 2017 and 2020, the City was contacted by several affordable housing developers expressing interest in developing affordable housing. In January 2021, Palm Communities, Inc. submitted to the City an SB 330 Pre-Application Review (PAR) for a 225-unit affordable housing project. A formal | Continue. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| units (these actions identified are not limited to density bonuses). | | SB 35 application was submitted in May 2021 and is currently being processed. The project submittal includes a 7.5-percent density bonus request as permitted under Section 17.290 of the Wildomar Municipal Code, and in compliance with Sate Density bonus Laws. This density bonus request also includes allowable concessions to parking, architectural design and expedited processing under SB 35 requirements. The project could yield 180 housing units affordable to extremely low-, very low-, and low-income households and 42 housing units affordable to moderate-income households. | |
| **PROGRAM H-5.1:** Homeownership Opportunities. Explore opportunities to work with local nonprofits in an effort to provide homeownership opportunities. | Responsible Agency: Planning Department<br>Time Frame: Apply for HOME funds annually<br>Funding Source: HOME funds, other funding sources | The City met with nonprofit developers in 2018 and 2019, but developers have not decided to move forward with any proposals. One developer was interested in developing manufactured affordable units with covenants. The developer met with several Council members | Continue, combine with Program H-12.1. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| | | but has not yet submitted an application. | |
| **PROGRAM H-6.1:** Annual Review of the Housing Element. The City will review the Housing Element on an annual basis to determine the effectiveness of the Housing Element in achieving goals and objectives. The City will provide annual reports to the Planning Commission and City Council as to the effectiveness of the Housing Element. The City will take actions necessary to correct any inconsistencies. A copy of this report will be sent to the California Department of Housing and Community Development (as required by state law). | Responsible Agency: Planning Department<br>Time Frame: Annually, starting in April 2014<br>Funding Source: General Fund | The City completes its Housing Element annual reports annually and submits them to HCD by April 1 each year. Prior to submittal to HCD, the Housing Element annual reports are presented to the Planning Commission and City Council at public meetings where citizens have an opportunity to ask questions. | Delete. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| **PROGRAM H-7.1:** Development Review and Processing Procedures. The City will continually seek to improve its development review/processing procedures to minimize, to the extent possible, the time required for review of development projects. This reduction in time will reduce the cost to developers and may increase the housing production in the city. | Responsible Agency: Planning Department<br>Time Frame: Annually, starting in December 2014<br>Funding Source: General Fund | The City is constantly seeking ways to streamline development review and processing procedures. The City has a pre-application review process that has decreased review time for the formal application. | Continue. |
| **PROGRAM H-7.2:** Building Code. As new uniform building codes are adopted, the City will review its building codes for current compliance and adopt the necessary revisions so as to further local development objectives. | Responsible Agency: Building and Safety Department<br>Time Frame: As new uniform codes are adopted<br>Funding Source: General Fund | The building code was updated in 2010, 2013, 2016, and in 2019 per State law. | Continue. |
| **PROGRAM H-8.1:** Incentives for Development of Housing. The City will offer fast track/priority processing, density bonuses, and fee subsidies (when feasible) to developers proposing new housing, mixed-use, or infill projects affordable to lower-income households, farmworkers, seniors, and other special needs groups including persons with physical and developmental disabilities. | Responsible Agency: Planning and Public Works Departments<br>Time Frame: As projects are proposed to the Planning Department<br>Funding Source: Where feasible, leverage state and federal financing including Low Income Housing Tax Credits, CHFA multifamily housing assistance programs, HCD Multifamily Housing Loans, CDBG funds, HOME funds, and other available financing. | Between 2017 and 2020, the City was contacted by several affordable housing developers expressing interest in developing affordable housing. In January 2021, Palm Communities, Inc. submitted to the City an SB 330 Pre-Application Review (PAR) for a 225-unit affordable housing project. A formal SB 35 application was submitted in May 2021 and is currently being processed. The project submittal includes a 7.5-percent density bonus request as permitted under Section | Continue. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| | | 17.290 of the Wildomar Municipal Code, and in compliance with Sate Density bonus Laws. This density bonus request also includes allowable concessions to parking, architectural design and expedited processing under SB 35 requirements. The project could yield 180 housing units affordable to extremely low-, very low-, and low-income households and 42 housing units affordable to moderate-income households. | |
| **PROGRAM H-9.1:** Density Bonus. In an effort to comply with Government Code Section 65915 and Senate Bill (SB) 1818, the City of Wildomar will amend its Zoning Ordinance to be consistent with state density bonus law. | Responsible Agency: Planning Department<br>Time Frame: Comply by December 2013<br>Funding Source: General Fund | This program was completed in December 2013. The City is undergoing an update to its density bonus ordinance to comply with the newly adopted state changes to density bonus laws in 2019/2020. | Continue. |
| **PROGRAM H-10.1:** Second Units. In order to comply with AB 1866, the City will permit secondary dwelling units via a ministerial action (by right) in all single-family residential zones. | Responsible Agency: Planning Department<br>Time Frame: Comply by December 2013; ongoing, as projects are processed through the Planning Department<br>Funding Source: General Fund | This program was completed in December 2013. Mandatory State changes from 2016 and 2017 and 2020 have been addressed and new city ordinances adopted to address Accessory Dwelling Units. | Continue, modify as needed to meet future changes in State law. |

| | | | |
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| **PROGRAM H-11.1:** Priority for Affordable Projects. Give priority to permit processing for projects providing affordable housing when requested. Expand application of processing priority to projects providing housing for seniors and other special needs groups including persons with physical and developmental disabilities. | Responsible Agency: Planning Department<br>Time Frame: As projects are approved through the Planning Department<br>Funding Source: Where feasible, leverage state and federal financing including Low Income Housing Tax Credits, CHFA multifamily housing assistance programs, HCD Multifamily Housing Loans, CDBG funds, HOME funds, and other available financing. | Between 2017 and 2020, the City was contacted by several affordable housing developers expressing interest in developing affordable housing. In January 2021, Palm Communities, Inc. submitted to the City an SB 330 Pre-Application Review (PAR) for a 225-unit affordable housing project. A formal SB 35 application was submitted in May 2021 and is currently being processed. The project submittal includes a 7.5-percent density bonus request as permitted under Section 17.290 of the Wildomar Municipal Code, and in compliance with Sate Density bonus Laws. This density bonus request also includes allowable concessions to parking, architectural design and expedited processing under SB 35 requirements. The project could yield 180 housing units affordable to extremely low-, very low-, and low-income households and 42 housing units affordable to moderate-income households.<br>No projects providing senior or special needs housing have been | Continue. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| | | proposed due to difficulty securing financing for affordable senior housing. The City will implement this program as projects are proposed. | |
| **PROGRAM H-12.1:** Special Needs Housing. Work with public or private sponsors to identify candidate sites for new construction of rental housing for special needs including persons with physical and developmental disabilities, and take all actions necessary to expedite processing of such projects. | Responsible Agency: Planning Department<br>Time Frame: As projects are approved through the Planning Department<br>Funding Source: General Fund | No public or private sponsors have requested to identify candidate sites. The City has not been proactive in recruiting public or private sponsors due to limited staffing and financial resources but is open to this proposal if a request was submitted. | Continue, combine with Program H-5.1. |
| **PROGRAM H-13.1:** Extremely Low-Income Households. AB2634 requires the City to identify zoning to encourage and facilitate housing suitable for extremely low-income households, such as supportive housing and single-room occupancy units. The City will encourage the development of housing for extremely low-income households through a variety of activities such as performing outreach to housing developers on at least an annual basis, providing financial (when feasible) or in-kind technical assistance or land write-downs, providing expedited processing, identifying grant and funding opportunities, applying for or supporting applications for funding on an ongoing basis, reviewing and prioritizing local funding at least twice in the planning period, and/or offering additional incentives beyond the density bonus. | Responsible Agency: Planning Department<br>Time Frame: Comply by December 2013; ongoing, as projects are processed through the Planning Department and annual outreach with local developers<br>Funding Source: General Fund | This program was completed in December 2013. | Modify. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| In addition, the City will allow single-room occupancy units to be permitted in the R-4 and R-6 residential designations with a conditional use permit. | | | |
| **PROGRAM H-13.2:** Farmworkers. The City will amend its Zoning Ordinance in an effort to comply with Sections 17021.5 and 17021.6 of the Health and Safety Code. In addition, the City will allow for farmworker housing in the A-1, A-2, and R-A zones by right. | Responsible Agency: Planning and Building and Safety Departments<br>Time Frame: Comply by December 2013<br>Funding Source: General Fund | The City amended the Zoning Ordinance in December 2013 but to ensure compliance with Health and Safety Code Sections 17021.5 and 17021.6 this program will be continued. | Modify and Continue. |
| **PROGRAM H-13.3:** Reasonable Accommodation. Develop and formalize a general process for reasonable accommodation requests in order to accommodate the needs of persons with physical as well as development disabilities and streamline the permit review process (Sections 4450–4460 of the California Government Code and Title 24 of the California Code of Regulations). The City will provide information to individuals with disabilities regarding reasonable accommodation policies, practices, and procedures based on the guidelines from HCD. This information will be available through postings and pamphlets at the City and on the City's website.<br>In addition, the City will encourage housing developers to include mobility-impaired accessibility in their project designs.<br>The City will include accessibility considerations in the preparation of the City's capital improvement plan and the | Responsible Agency: Planning and Building and Safety Departments<br>Time Frame: Comply with SB 520 by December 2013<br>Funding Source: General Fund | This program was completed in December 2013. | Completed. Delete. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| allocation of funding for capital improvements in support of housing and residential neighborhoods for persons with physical and developmental disabilities.<br>The City will provide exceptions in zoning and land use for housing for persons with physical and developmental disabilities. This procedure will be ministerial process, with minimal or no processing fee, subject to approval by the Planning Director by applying the following criteria:<br>1. The request for reasonable accommodation will be used by an individual with a physical or developmental disability or their representative protected under fair housing laws.<br>2. The requested accommodation is necessary to make housing accessible and suitable to an individual with a physical or developmental disability protected under fair housing laws.<br>3. The requested accommodation would not impose an undue financial or administrative burden on the City.<br>4. The requested accommodation would not require a fundamental alteration in the nature of the City's land use and zoning program. | | | |
| **PROGRAM H-13.4**: Residential Care Facilities. SB 520 requires residential care facilities of six or fewer persons to be permitted in all residential zones. Currently, residential care homes with six or fewer persons are permitted in some zones with a conditional use permit. | Responsible Agency: Planning and Building and Safety Departments<br>Time Frame: Comply with SB 520 by December 2013 | In December 2013 the Zoning Ordinance was updated to allow for residential care facilities consistent with state law and comply with state law and the definition of family was | Modify to reflect current State guidance. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| The City will revise the current regulations to meet state law requirements. The City will amend the Zoning Ordinance to allow for residential care facilities with six or fewer persons by right in all residential zones subject only to the same restriction in that zone, and will allow larger licensed residential care facilities of seven or more persons in the R-2 and R-3 zones with a conditional use permit. Additionally, the City will amend the Zoning Ordinance to update its definition of family to be consistent with current housing law. | Funding Source: General Fund | updated to state -- "Family" shall mean one or more persons living together in a dwelling unit, with common access to and common use of all living, kitchen, and eating areas within the dwelling unit | |
| **PROGRAM H-14.1:** Child Care Program. In cooperation with private developers, the City will evaluate on a case-by-case basis the feasibility of pairing a childcare center with affordable, multi-family housing developments or nearby major residential subdivisions. | Responsible Agency: Planning Department<br>Time Frame: Ongoing<br>Funding Source: General Fund | Private developers have not expressed any interest in this program to date. | Delete. |
| **PROGRAM H-15.1:** Regional Homeless Issues. The City shall cooperate with the other cities, the County, and other agencies in the development of programs aimed at providing homeless shelters and related services. | Responsible Agency: Planning Department<br>Time Frame: Meet with neighboring cities and the County annually to discuss homeless issues<br>Funding Source: General Fund | Along with the Western Riverside Council of Governments (WRCOG), five southwest cities in Riverside County have created a partnership to address homelessness in the region. This alliance will be meeting regularly to discuss a regional plan for homeless aid. | Continue. |
| **PROGRAM H-16.1**: Emergency Shelters. Pursuant to SB 2, the City will allow emergency shelters as a permitted use | Responsible Agency: Planning Department | In December 2013 Chapter 17.88 of the Wildomar Municipal Code was | Completed. Continue to address state law |

| Program | | Implementation Status | Continue-Modify-Delete |
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| (by right) in the Industrial Park (I-P) zone without a conditional use permit or other discretionary review. The I-P zone is close to services and future transit as development occurs. In addition, the City will evaluate adopting development and managerial standards that will be consistent with Government Code Section 65583(a)(4). These standards may include such items as:<br>• Lighting<br>• On-site management<br>• Maximum number of beds or persons to be served nightly by the facility<br>• Off-street parking based on demonstrated need<br>• Security during hours that the emergency shelter is in operation | Time Frame: Comply with SB 2 by December 2013<br>Funding Source: General Fund | amended to permit emergency shelters in the I-P zone and managerial standards were adopted. The City does required a plot plan review, which is a ministerial process and it used to verify that the proposed project meets the City's development standards as part of a plan check review. No public hearing is required. | concerning low barrier navigation centers. |
| **PROGRAM H-16.2:** Transitional and Supportive Housing. Pursuant to SB 2, the City must explicitly allow both supportive and transitional housing types in all zones allowing residential uses exclusively. The City shall amend the Zoning Ordinance to provide separate definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14, and both transitional and supportive housing types will be allowed as a permitted use subject to only the same restrictions on residential uses contained in the same type of structure. | Responsible Agency: Planning Department<br>Time Frame: Comply with SB 2 by December 2013<br>Funding Source: General Fund | This program was completed in December 2013. | Delete. Supportive housing is permitted in all zones that allow multifamily development. |
| **PROGRAM H-17.1:** Rehabilitation Program. The City will pursue grant opportunities to create a rehabilitation program. The City will apply for HOME funding for this | Responsible Agency: Planning Department | Due to limited staffing and financial resources, the City has not applied | Continue. |

| Program | | Implementation Status | Continue-Modify-Delete |
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| program and will work with the County to obtain available redevelopment agency funds. | Time Frame: Starting in 2014, annually apply for HOME funds as Notices of Funding Availability are released<br>Funding Source: HOME | for HOME funding to create a housing rehabilitation program. | |
| **PROGRAM H-18.1:** Code Enforcement. The City's Code Enforcement staff is responsible for ensuring compliance with building and property maintenance codes. Code Enforcement handles complaints on a reactive basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. The City will continue to use Code Enforcement, as well as Building Division, staff to ensure compliance with building and property maintenance codes. The Code Enforcement program is complaint-based. | Responsible Agency: Building and Safety and Code Enforcement Departments<br>Time Frame: Ongoing<br>Funding Source: General Fund | The City continues to use the Code Enforcement and Building Division staff to ensure compliance. | Continue. |

| Program | | Implementation Status | Continue-Modify-Delete |
|---|---|---|---|
| **PROGRAM H-19.1**: Preservation of At-Risk Housing Units. State law requires jurisdictions to provide a program in their Housing Elements to preserve publicly assisted affordable housing projects at risk of converting to market-rate housing. The City will monitor the status of all affordable housing projects and, as their funding sources near expiration, will work with owners and other agencies to consider options to preserve such units. The City will also provide technical support to property owners and tenants regarding proper procedures related to noticing and options for preservation. | Responsible Agency: Planning Department<br>Time Frame: Annually monitor starting October 2014<br>Funding Source: General Fund | The City did not have any units at risk of converting to market rate during the planning period. | Continue, modify to reflect new State law. |
| **PROGRAM H-20.1:** Fair Housing. The City will assign a point person to refer individuals, developers, landlords, and any other interested persons to the Fair Housing Council of Riverside County, which provides a number of programs including (1) audits of lending institutions and rental establishments, and (2) education and outreach to apartment owners, associations, management companies, lending institutions, building industry associations, homebuyers, and residents in emergency shelters and transitional housing facilities. The City will also post a link on its website to direct interested parties to the Fair Housing Council's website and any other important information regarding fair housing. | Responsible Agency: Fair Housing Council of Riverside County, Planning Department<br>Time Frame: Ongoing; assign a point person and post a link to the website by December 2013<br>Funding Source: General Fund | The City's Planning Director is the assigned point person for this program. No complaints have been received to date. The City's website includes a link to the Fair Housing Council's website. | Continue, modify to reflect new State law, combine with Program H-21.1. |

| Program | | Implementation Status | Continue-Modify-Delete |
|---|---|---|---|
| **PROGRAM H-21.1**: Fair Housing Education. The City will make fair housing educational brochures available at City Hall, the City library, and will post a link on its website referring interested persons to the Fair Housing Council's website as well as to the Fair Housing Council, which provides education and outreach services to the public in both Spanish and English. | Responsible Agency: Fair Housing Council of Riverside County, Planning Department<br>Time Frame: Ongoing; assign a point person and post a link to the website by December 2013<br>Funding Source: General Fund | The City provides fair housing educational brochures in English and Spanish at City Hall and the City library and has a link on the City's website. | Combine with Program H-20.1 |
| **PROGRAM H-22.1:** Mortgage Credit Certificate Program. Refer eligible residents to the Riverside County Mortgage Credit Certificate Program for assistance. | Responsible Agency: County of Riverside Economic Development Agency, Planning Department<br>Time Frame: Ongoing; assign a point person and post a link to the website by December 2013<br>Funding Source: General Fund | There has been no interest within the City regarding the Riverside County Mortgage Credit Certificate Program to date. | Continue |
| **PROGRAM H-22.2:** First-Time Homebuyer Program. Consider the implementation of a First-Time Homebuyer Program to provide down payment assistance and closing cost assistance to low-income first-time homebuyers. | Responsible Agency: Planning Department<br>Time Frame: Consider applying for funding annually to establish a program<br>Funding Source: HOME funds | Due to lack of financial resources and the loss of Redevelopment Agency (RDA) monies, the City has not yet implemented a First-Time Homebuyer Program. | Continue. |

| Program | | Implementation Status | Continue-Modify-Delete |
|---|---|---|---|
| **PROGRAM H-22.3**: Foreclosures. Investigate the feasibility of acquiring foreclosure homes and offering them to residents at prices affordable to low- and moderate-income households. | Responsible Agency: Administration and Planning Department<br>Time Frame: Annually or as funding is available; consider applying for funding to establish a program.<br>Funding Source: Neighborhood Stabilization Program funding | Due to a lack of financial resources and the current economic conditions of the housing market, the City has not investigated the feasibility of acquiring foreclosure homes. | Delete. |
| **PROGRAM H-23.1:** Acquisition/Rehabilitation. Work with public or private sponsors to encourage acquisition/rehabilitation of existing multi-family units to be converted to senior housing and housing for persons with disabilities, with a portion of the units required to be reserved for households with lower income. | Responsible Agency: Planning Department<br>Time Frame: Ongoing as opportunities arise<br>Funding Source: HOME, CDBG | The City has not worked with public or private sponsors to encourage acquisition/rehabilitation of multifamily housing units. The County offers similar opportunities through CDBG funding to the low- and moderate-income areas of the City but there has been little success. | Continue. |
| **PROGRAM H-24.1:** Promote Energy Conservation. The City will partner with Southern California Edison (SCE) and the Southern California Gas Company (SoCalGas) to promote energy-saving programs, such as the residential Multifamily Energy Efficiency Rebate program and the heating and cooling rebate program, available to SCE and SoCalGas residential customers. | Responsible Agency: Planning and Building Department, SCE, SoCalGas<br>Time Frame: Ongoing as programs are available<br>Funding Source: SCE and SoCalGas funding sources | The City partners with WRCOG and SCE as part of the HERO Program created by the WRCOG. This program has been successful in saving costs and providing solar energy solutions. | Continue. |
| **PROGRAM H-24.2:** Ensure Consistency with Green Building Standards. The City annually ensure that local building codes are consistent with state-mandated green building standards. | Responsible Agency: Building Department<br>Time Frame: Annually<br>Funding Source: General Fund | The City is diligent in implementing state-mandated green building standards on development projects as part of its development review process. | Delete. |

| Program | | Implementation Status | Continue-Modify-Delete |
|---|---|---|---|
| **PROGRAM H-24.3:** Implement State Energy Conservation Standards. The City's Building and Safety Department will be responsible for implementing the state's energy conservation standards (e.g., Title 24 Energy Standards). This includes checking building plans and other written documentation showing compliance and inspecting construction to ensure that the dwelling units are constructed according to those plans. Applicants for building permits must show compliance with the state's energy conservation requirements at the time building plans are submitted. | Responsible Agency: Building Department<br>Time Frame: Ongoing<br>Funding Source: General Fund | The City implements the state's energy conservation standards through standard operating procedures. | Delete. |

# COMMUNITY PROFILE

An accurate assessment of existing and future residents' demographic characteristics and housing needs forms the basis for establishing program priorities and quantified objectives in the Housing Element. This section presents statistical information and analysis of demographic and housing factors that influence housing demand, availability, and cost. The focus of this section is on identifying the need for housing according to income level as well as by special needs groups.

NOTE: The most current and relevant data sources were used in the preparation of this Housing Element. This document contains data from the 2010 Census, 2014-2018 American Community Survey, Department of Finance, and Southern California Association of Governments, as well as from other sources.

## POPULATION CHARACTERISTICS

Housing needs are largely determined by population and employment growth, coupled with various demographic variables. Characteristics such as age, household size, occupation, and income combine to influence the type of housing needed and its affordability.

### POPULATION TRENDS

Between 2010 and 2020, Wildomar experienced a population growth of 15.6 percent and Riverside County as a whole grew by 11.5 percent. This shows that Wildomar's population growth in the last 10 years was slightly higher compared to Riverside County (see **Table HNA-1**).

**TABLE HNA-1: POPULATION GROWTH**

| Jurisdiction | Total Population | | Growth | |
|---|---|---|---|---|
| | 2010 | 2020 | Total | Percentage |
| Wildomar | 32,176 | 37,183 | 5,007 | 15.6% |
| Riverside County | 2,189,641 | 2,442,304 | 252,663 | 11.5% |

*Source: California Department of Finance (DOF) E-5 Population Estimates*

## AGE CHARACTERISTICS

Although population growth strongly affects total demand for new housing, housing needs are also influenced by age characteristics. Typically, different age groups have distinct lifestyles, family characteristics, incomes, and housing preferences. As people move through each stage of life, their housing needs and preferences also change. Age characteristics are therefore important in planning for the changing housing needs of residents.

Housing needs often differ by age group. For instance, most young adults (under 34) are single or starting families. Housing needs for younger adults are addressed through apartments or first-time homeownership opportunities. Middle-aged residents (34–64) may already be homeowners, are usually in the prime earning power of their careers, and thus tend to seek larger homes. Seniors often own a home but, due to limited income or disabilities, may need assistance to remain in their homes.

The age distribution for the City of Wildomar and Riverside County is presented in **Table HNA-2**. According to the 2014–2018 American Community Survey (ACS), in the City of Wildomar more than half (59.6 percent) of the population was working age, between 20 and 64 years of age, and almost one-third (27.9 percent) of the population was school age or below, between 0 and 19 years of age. The population 65 years and over represents the remaining 12.5 percent. When compared to Riverside County, the age distribution is similar, although Wildomar had a lower percentage of persons between the age of 45 to 54 and 65 to 84 and a higher percentage of persons between the age 55 to 64 and 85 and over.

### TABLE HNA-2: AGE CHARACTERISTICS

| Jurisdiction | Median Age | Percentage of Age Groups* | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 0–9 | 10–19 | 20-24 | 25-34 | 35-44 | 45-54 | 55-64 | 65-84 | 85 and over |
| Wildomar | 34.9 | 13.1% | 14.8% | 7.0% | 15.3% | 12.9% | 11.6% | 12.8% | 10.3% | 2.2% |
| Riverside County | 35.3 | 13.7% | 14.9% | 7.1% | 13.8% | 12.7% | 12.8% | 11.1% | 12.1% | 1.7% |

*Source: 2014-2018 ACS*

** Due to rounding, totals may not equal 100%.*

## RACE AND ETHNICITY

As shown in **Table HNA-3**, the largest racial group in Wildomar identified themselves as White (68.1 percent). Riverside County as a whole had a lower percentage, 60.8 percent, in the White racial group. There was almost a 10-percent difference in the Hispanic population: 41.2 percent in Wildomar and 48.4 percent in Riverside County as a whole.

### TABLE HNA-3: RACE AND ETHNICITY

| Income Category | Race/Ethnicity of Population | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | White | African American | American Indian/ Alaska Native | Asian | Native Hawaiian/ Pacific Islander | Other | Two or More | Hispanic or Latino |
| Wildomar | 68.1% | 5.1% | 0.9% | 4.9% | 0.8% | 16.6% | 3.7% | 41.2% |
| Riverside County | 60.8% | 6.4% | 0.8% | 6.4% | 0.3% | 20.8% | 4.5% | 48.4% |

*Source: 2014-2018 ACS*
** Note: Hispanic is not including in the race percentage.*
*Due to rounding, totals may not equal 100%.*

# HOUSEHOLD CHARACTERISTICS

Household type and size, income levels, and other household characteristics determine the type of housing needed by residents. This section details the various household characteristics affecting housing needs.

## HOUSEHOLDS TYPE AND SIZE

A household refers to the people occupying a home, such as a family, a single person, or unrelated persons living together. Family households often prefer single-family homes or condominiums to accommodate children, while non-family households generally occupy smaller apartments or condominiums.

**Table HNA-4** displays household composition as reported by the 2014-2018 ACS. In the City of Wildomar, families made up 79.4 percent of all households, of which, 33.8 percent have children under 18 years of age. Riverside County as a whole has a lower percentage of families (72.0 percent) and slightly lower percentage of families with children under 18 years of age (30.3 percent).

## TABLE HNA-4: HOUSEHOLD CHARACTERISTICS

| Jurisdiction | Households | Average Household Size | Percentage of Households | | |
|---|---|---|---|---|---|
| | | | Families | Families with Children Under 18 | Nonfamily |
| Wildomar | 10,109 | 3.57 | 79.4% | 33.8% | 20.6% |
| Riverside County | 728,103 | 3.31 | 72.0% | 30.3% | 28.0% |

*Source: 2014-2018 ACS, Table S1101*

## OVERCROWDING

Overcrowding is often closely related to household income and the cost of housing. The U.S. Census Bureau considers a household to be overcrowded when there is more than one person per room, excluding bathrooms and kitchens, and to be severely overcrowded when there are more than 1.5 occupants per room. Overcrowded households are usually a reflection of the lack of affordable housing.

According to the 2014–2018 ACS and as shown in **Table HNA-5**, 3.1 percent of Wildomar's owner-occupied households were overcrowded and 0.6 percent were severely overcrowded, as compared to the county as a whole, where 3.2 percent of the households were overcrowded, and 1.1 percent were severely overcrowded. In renter-occupied households, 7.2 percent of Wildomar households were overcrowded and 2.2 percent were severely overcrowded, as compared to the county, where 8.6 percent were overcrowded, and 3.3 percent were severely overcrowded.

## TABLE HNA-5: OVERCROWDED HOUSEHOLDS

| Household Size | Owner Households | | Renter Households | | Total Households | |
|---|---|---|---|---|---|---|
| | Number | Percentage | Number | Percentage | Number | Percentage |
| **City of Wildomar** | | | | | | |
| Less than 1.00 | 6,758 | 96.3% | 2,799 | 90.6% | 9,557 | 94.5% |
| 1.01–1.50 | 221 | 3.1% | 223 | 7.2% | 444 | 4.4% |
| 1.51 or more | 39 | 0.6% | 69 | 2.2% | 108 | 1.1% |
| ***Wildomar Total*** | ***7,018*** | ***100.0%*** | ***3,091*** | ***100.0%*** | **10,109** | ***100.0%*** |

| Household Size | Owner Households | | Renter Households | | Total Households | |
|---|---|---|---|---|---|---|
| | Number | Percentage | Number | Percentage | Number | Percentage |
| **Riverside County** | | | | | | |
| Less than 1.00 | 451,938 | 95.7% | 216,825 | 88.2% | 668,763 | 93.1% |
| 1.01–1.50 | 15,189 | 3.2% | 21,040 | 8.6% | 36,229 | 5.0% |
| 1.51 or more | 5,274 | 1.1% | 8,083 | 3.3% | 13,357 | 1.9% |
| ***Riverside County Total*** | ***472,401*** | **100.0%** | ***245,948*** | **100.0%** | ***718,349*** | **100.0%** |

*Source: 2014-2018 ACS*
** Based on occupied housing units.*

## HOUSEHOLD INCOME

Along with housing prices and rents, household income is the most important factor affecting housing opportunities in Wildomar. Housing choices such as tenure (owning versus renting), housing type, and location are dependent on household income. On the other hand, household size and type often affect the proportion of income that can be spent on housing.

For the purpose of evaluating housing affordability, housing need, and eligibility for housing assistance, income levels are defined by guidelines adopted each year by HCD. According to HCD's 2020 State Income Limits, the area median income (AMI) for a family of four in Riverside County in 2020 was $75,300.

- Extremely Low Income — Up to 30 percent of AMI ($0–$26,200)
- Very Low Income — 31–50 percent of AMI ($26,201–$37,650)
- Low Income — 51–80 percent of AMI ($37,651–$60,250)
- Moderate Income — 81–120 percent of AMI ($60,251–$90,350)
- Above Moderate Income — Above 120 percent of AMI ($90,350 or more)

**Table HNA-6** shows the maximum annual income level for each income group adjusted for household size for Riverside County. The maximum annual income data is then used to calculate the maximum affordable housing payments for different households (varying by income level) and their eligibility for federal housing assistance.

### TABLE HNA-6: MAXIMUM HOUSEHOLD INCOME BY HOUSEHOLD SIZE, 2020

| Income Category | Household Size | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Extremely Low | $15,850 | $18,100 | $21,720 | $26,200 | $30,680 | $35,160 | $39,640 | $44,120 |
| Very Low | $26,400 | $30,150 | $33,900 | $37,650 | $40,700 | $43,700 | $46,700 | $49,700 |
| Low | $42,200 | $48,200 | $54,250 | $60,250 | $65,100 | $69,900 | $74,750 | $79,550 |
| Median | $52,700 | $60,250 | $67,750 | **$75,300** | $81,300 | $87,350 | $93,350 | $99,400 |
| Moderate | $63,250 | $72,300 | $81,300 | $90,350 | $97,600 | $104,800 | $112,050 | $119,250 |

*Source: HCD State Income Limits 2020*

## HOUSEHOLD INCOME

**Table HNA-7** provides a summary of Wildomar households in the extremely low-income, very low-income, and low-income range. As shown in **Table HNA-**7, 22.1 percent of Wildomar households are in the low-income range, 7.7 percent are within the very low-income range, and 11.5 percent have an extremely low-income range.

### TABLE HNA-7: HOUSEHOLD BY INCOME CATEGORY, 2020

| Income Range | Renter Households | | Owner Households | | Total Households | |
|---|---|---|---|---|---|---|
| | Number | Percentage | Number | Percentage | Number | Percentage |
| Extremely Low (0-30% AMI | 615 | 19.9% | 547 | 7.8% | 1162 | 11.5% |
| Very Low (30%-50% AMI) | 276 | 8.9% | 505 | 7.2% | 781 | 7.7% |
| Low (50%-80% AMI) | 736 | 23.8% | 1500 | 21.4% | 2,236 | 22.1% |
| Moderate (80-120% AMI) | 666 | 21.5% | 1162 | 16.6% | 1828 | 18.1% |
| Above Moderate (120% AMI or Greater) | 799 | 25.8% | 3305 | 47.1% | 4104 | 40.6% |
| **Total Households** | **3,091** | **100.0%** | **7,018** | **100.0%** | **10,109** | **100.0%** |

*Source: 2014-2018 ACS, Table S1901; HCD State Income Limits 2020*

## OVERPAYMENT

State and federal housing law defines overpayment (or cost burdened) as a household paying more than 30 percent of gross income for housing expenses. Severe cost burden occurs when a household pays more than 50 percent of its income on housing. Housing overpayment is especially problematic for lower-income households that have limited resources for other living expenses and is an important measure of the affordability of housing within a city. Overpayment for housing is based on the total cost of shelter compared to a household's ability to pay. Specifically, overpayment is defined as a household paying more than 30 percent of their gross household income for shelter. According to the U.S. Census, shelter cost is the monthly owner costs (mortgages, deeds of trust, contracts to purchase or similar debts on the property, taxes, and insurance) or the gross rent (contract rent plus the estimated average monthly cost of utilities).

A total of 2,060 owner households (20.7 percent of total households) were paying more than 30 percent of their income for housing between 2013 to 2017 (see **Table HNA-8**). In contrast, 1,660 renter households (16.7 percent of total households) were paying more than 30 percent of their income for housing.

Of all owner-occupied households within Wildomar, 285 (2.9 percent) are considered extremely low-income; for 50 percent of those households, the cost of housing is greater than half of the gross household income. Out of all renter-occupied households within Wildomar, 450 (4.5 percent) are considered extremely low income; for 85 percent of those households, the cost of housing is greater than half of their household incomes. The City has included program 11-1 to assist with the

### TABLE HNA-8: HOUSING OVERPAYMENT FOR LOW INCOME HOUSEHOLDS

| Total Household Characteristics | Number | Percent of Total Households |
|---|---|---|
| Total occupied units (households) | 9,935 | 100.0% |
| Total Renter households | 3,035 | 30.5% |
| Total Owner Households | 6,900 | 69.5% |
| Total lower income (0-80% of HAMFI) households | 3,070 | 30.9% |
| Lower-income renters (0-80%) | 1,430 | 14.4% |
| Lower-income owners (0-80%) | 1,640 | 16.5% |
| Extremely low-income renters (0-30%) | 450 | 4.5% |
| Extremely low-income owners (0-30%) | 285 | 2.9% |
| Lower-income households paying more than 50% | 1,515 | 15.2% |
| Lower-income renter households severely overpaying | 810 | 8.2% |

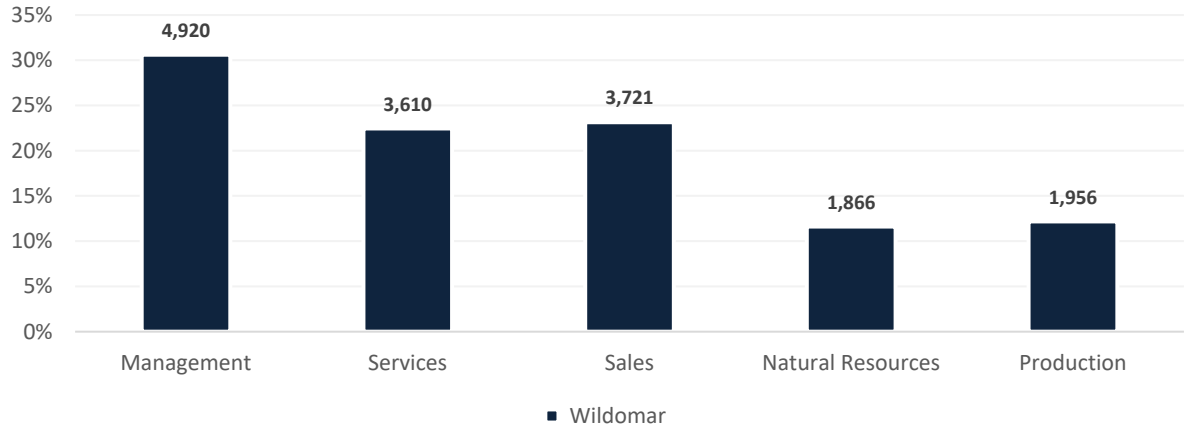
| Total Household Characteristics | Number | Percent of Total Households |
|---|---|---|
| Lower-income owner households severely overpaying | 700 | 7.0% |
| Extremely Low Income (0-30%) | 735 | 7.4% |
| ELI Renter HH severely overpaying | 385 | 3.9% |
| ELI Owner HH severely overpaying | 145 | 1.5% |
| Income between 30%-50% | 520 | 5.2% |
| Income between 50% -80% | 460 | 4.6% |
| Lower income households paying more than 30% | 2,310 | 23.3% |
| Lower-income renter households overpaying | 1,215 | 12.2% |
| Lower-income owner households overpaying | 1,095 | 11.0% |
| Extremely Low Income (0-30%) | 625 | 6.3% |
| Income between 30%-50% | 760 | 7.6% |
| Income between 50% -80% | 925 | 9.3% |
| Total Households Overpaying | 3,720 | 37.4% |
| Total Renter Households Overpaying | 1,660 | 16.7% |
| Total Owner Households Overpaying | 2,060 | 20.7% |

*Source: 2013-2017 CHAS Data Sets https://www.huduser.gov/portal/datasets/cp.html*

## EMPLOYMENT BY INDUSTRY

The economy has an important impact on housing needs. Employment growth typically results in increased housing demand in areas that serve as regional employment centers. Moreover, the type of occupation and income levels for new employment also affect housing demand. This section describes the economic and employment patterns in Wildomar and how these patterns influence housing needs. As of 2018, the management economic sector was the largest employer of Wildomar residents, providing 4,920 jobs, or 31 percent of the workforce. The second-largest sector was sales, which employed 3,721 Wildomar residents, or 23 percent, of the workforce. Other large economic sectors include services (3,610 people, or 23 percent); production (1,956 people, or 12 percent); and natural resources (1,866 people, or 12 percent). **Figure HNA-1** shows the types of industries for residents working in the City of Wildomar in 2018 and the employment percentage per occupation.

### FIGURE HNA-1: EMPLOYMENT BY OCCUPATION, 2018




*Source: 2014-2018 ACS using groupings of Standard Occupational Classification (SOC) codes.*

## HOUSING STOCK CHARACTERISTICS

This section describes the housing characteristics and conditions that affect housing needs in Wildomar. Important housing stock characteristics include housing type, tenure, vacancy rates, age, condition, cost, and affordability.

### HOUSING TYPE

According to California's Department of Finance, 69.4 percent of the city's housing stock consisted of single-family homes and 5.0 percent were multifamily units, with the remaining 25.2 percent being mobile homes. Riverside County had almost the same proportion of single-family homes (68.4 percent) but had three times more multifamily units (16.0 percent) (**Table HNA-9**). Riverside County had a significantly lower proportion of mobile homes (9.4 percent) than Wildomar (25.2 percent).

### TABLE HNA-9: HOUSING UNITS BY HOUSING TYPE

| Housing Type | City of Wildomar | | Riverside County | |
|---|---|---|---|---|
| | Number | Percentage | Number | Percentage |
| Single-Family Detached | 8,044 | 69.4% | 585,544 | 68.4% |
| Single-Family Attached | 45 | 0.4% | 52,844 | 6.2% |
| Multifamily 2–4 Units | 27 | 0.2% | 39,044 | 4.6% |

| Housing Type | City of Wildomar | | Riverside County | |
|---|---|---|---|---|
| | Number | Percentage | Number | Percentage |
| Multifamily 5+ Units | 552 | 4.8% | 98,023 | 11.4% |
| Mobile Homes | 2,916 | 25.2% | 80,669 | 9.4% |
| **Total Housing Units** | **11,584** | **100.0%** | **856,124** | **100.0%** |

*Source: CA DOF E-5 Population and Housing Unit Estimates*

## HOUSING TENURE

Housing tenure (owner versus renter) can be affected by many factors, such as housing cost (interest rates, economics, land supply, and development constraints), housing type, housing availability, job availability, and consumer preference. **Table HNA-10** details housing tenure in Wildomar and Riverside County according to the 2014-2018 ACS. The City of Wildomar has a slightly higher owner-occupied household percentage (69.4 percent) than that of Riverside County (65.8 percent).

### TABLE HNA-10: HOUSING TENURE

| Housing Tenure | City of Wildomar | | Riverside County | |
|---|---|---|---|---|
| | Number | Percentage | Number | Percentage |
| Owner-Occupied Households | 7,018 | 69.4% | 472,401 | 65.8% |
| Renter-Occupied Households | 3,091 | 30.6% | 245,948 | 34.2% |

*Source: 2014-2018 ACS*

## VACANCY RATE

Vacancy rates of 5 percent for rental housing and 1.5 percent for ownership housing are generally considered to be healthy. A higher vacancy rate may indicate an excess supply of units and a softer market, and result in lower housing prices. A lower vacancy rate may indicate a shortage of housing and high competition for available housing, which generally leads to higher housing prices and diminished affordability.

**Table HNA-11** shows the occupancy status of the housing stock according to the 2014-2018 ACS. The City of Wildomar had a total vacancy rate of 4.5 percent as compared to Riverside County as a whole, which had a vacancy rate of 13.8 percent. As shown in **Table HNA-11**, the City of Wildomar homeowner vacancy rate was 0.4 percent and the rental vacancy rate was 1.0 percent. For the county as a whole, the homeowner vacancy rate was 1.1 percent, and the rental vacancy rate was 1.7 percent.

## TABLE HNA-11: OCCUPANCY STATUS OF HOUSING STOCK

| Type | City of Wildomar | | Riverside County | |
|---|---|---|---|---|
| | Number | Percentage | Number | Percentage |
| Occupied | 10,109 | 95.5% | 718,349 | 86.2% |
| Vacant | 474 | 4.5% | 115,253 | 13.8% |
| For rent | 109 | 1.0% | 13,906 | 1.7% |
| For sale | 45 | 0.4% | 9,184 | 1.1% |
| Rented/sold, not occupied | 88 | 0.8% | 5,980 | 0.7% |
| For seasonal/recreational or occasional use | 83 | 0.8% | 65,882 | 7.9% |
| For migrant workers | 0 | 0.0% | 656 | 0.1% |
| Other vacant | 149 | 1.4% | 19,645 | 2.4% |
| **Total Housing Units** | **10,583** | **100.0%** | **833,602** | **100.0%** |

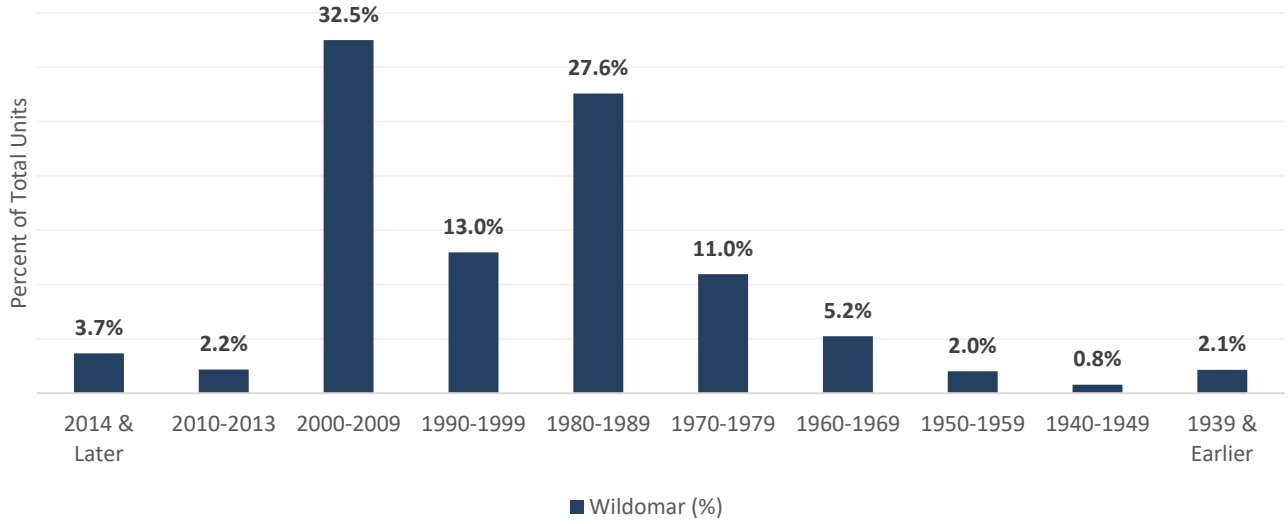
*Source: 2014-2018 ACS*

## HOUSING CONDITIONS

Housing conditions are an important indicator of quality of life in the City of Wildomar. Like any asset, housing ages and deteriorates over time. If not regularly maintained, structures can deteriorate and discourage reinvestment, depress neighborhood property values, and even become health hazards. Thus, maintaining and improving housing quality is an important goal for communities.

An indication of the quality of the housing stock is its general age. Typically, housing over 30 years old is likely to have rehabilitation needs that may include plumbing, roof repairs, foundation work, and other repairs. **Figure HNA-2** displays the age of Wildomar's housing stock starting from before 1939 up until 2014 and later, per the 2014-2018 ACS. Among the housing stock, 51.4 percent of the housing units in Wildomar were built since 1990. The remaining 48.7 percent of the housing stock is over 30 years old, meaning rehabilitation needs could be necessary in certain homes. The City estimates that approximately 10 percent of the housing stock needs rehabilitation.

**FIGURE HNA-2: AGE OF HOUSING STOCK**




*Source: 2014-2018 ACS*

## HOUSING COST AND AFFORDABILITY

One of the major barriers to housing availability is the cost of housing. To provide housing to all economic levels in the community, a wide variety of housing opportunities at various prices should be made available. Housing affordability is dependent on income and housing costs.

Housing affordability is based on the relationship between household income and housing expenses. According to the U.S. Department of Housing and Urban Development (HUD) and HCD, housing is considered "affordable" if the monthly housing cost is no more than 30 percent of a household's gross income.

### Sales Prices

According to Realtor.com, the median sales price for homes in Wildomar as of December 2020 was $477,500 (**Table HNA-12**). The median sales price in Wildomar is higher than Lake Elsinore and Menifee at $435,000 and $426,000, respectively. However, the median sales price in Wildomar is slightly lower compared to Murrieta ($505,000).

### TABLE HNA-12: MEDIAN SALES PRICES, 2020

| Jurisdiction | Median Sales Price |
|---|---|
| Wildomar | $477,500 |
| Lake Elsinore | $435,000 |
| Menifee | $426,000 |
| Murrieta | $505,000 |

*Source: Realtor.com, December 2020*

## Rental Prices

**Table HNA-13** shows the rental costs in Wildomar by the number of bedrooms. Two-bedrooms homes had the highest number of listings and were available for rent at an average price of $2,039. One-bedroom homes had the second-highest number of listings at an average rental price of $1,965. As indicated by **Table HNA-13**, Wildomar only had 12 rental homes listed during October 2020.

### TABLE HNA-13: MEDIAN RENTAL COST BY HOUSING TYPE, 2020

| Housing Type | 1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms |
|---|---|---|---|---|
| Number of Listings | 3 | 6 | 2 | 1 |
| Median Price | $1,965 | $2,039 | $2,145 | $2,745 |
| Price Range | $1,786-1,970 | $1,695-$2,369 | $1,550-$2,740 | - |

*Source: Hotpads.com, Zillow.com, Realtor.com, October 2020*

## Housing Affordability

**Table HNA-14** provides the affordable rents and maximum purchase price, based on the HCD income limits for Riverside County. As shown in **Table HNA-14**, the maximum affordable rent is $655 for an extremely low-income four-person household, $941 monthly for a very low-income household, $1,506 for a low-income household, and $2,259 for a moderate-income household. As shown in **Table HNA-13**, two- and three-bedroom units were renting at median prices of $2,039 to $2,145, respectively, and therefore are out of the affordability range for extremely low-income, very low-income, and low-income households. The two- and three-bedroom units are within the price range for moderate-income households. As shown in **Table HNA-13**, some units on the lower end of the price range are only within the affordability range for low-income and moderate-income households.

As of December 2020, the median sales price for all single-family homes in the city was $477,500. The maximum affordable sales price for a four-person household is $163,536 for an extremely low-income household, $235,005 for a very low-income household, $376,070 for a low-income household, and $563,949 for a moderate-income household. This indicates that only moderate-income households would be able to afford existing and newly constructed homes in Wildomar at a median sales price of $477,500.

## TABLE HNA-14: HOUSING AFFORDABILITY BY INCOME LEVEL (BASED ON A FOUR-PERSON HOUSEHOLD)

| | Income Level (Based on a 4-Person Household) | | | |
|---|---|---|---|---|
| | **Extremely Low** | **Very Low** | **Low** | **Moderate** |
| Annual Income | $26,200 | $37,650 | $60,250 | $90,350 |
| Monthly Income | $2,183 | $3,138 | $5,021 | $7,529 |
| Maximum Monthly Gross Rent[1] | $655 | $941 | $1,506 | $2,259 |
| Maximum Purchase Price[2] | $163,536 | $235,005 | $376,070 | $563,949 |

*Source: California Department of Housing and Community Development 2020 State Income Limits*
*Notes:*
*1. Affordable cost 30 percent of gross household income spent on housing.*
*2. Affordable housing sales price is based on conventional 30-year loan at 3 percent interest and a 5% down payment.*

# SPECIAL NEEDS GROUPS

Certain groups have greater difficulty in finding acceptable, affordable housing due to special circumstances relating to employment and income, household characteristics, and disabilities, among others. These "special needs" groups include seniors, persons with disabilities, large households, single-parent households (female-headed households with children, in particular), homeless persons, and farmworkers.

## SENIORS

Senior residents have many different housing needs, depending on their age, level of income, current tenure status, cultural background, and health status. Senior households may need assistance with personal and financial affairs, networks of care to provide services and daily assistance, and even possible architectural design features that could accommodate disabilities that would help ensure continued independent living.

According to the 2014-2018 ACS, there were 4,534 seniors or 12.5 percent of the total population (age 65 and over) in the City of Wildomar. Riverside County as a whole had a slightly higher percentage of seniors with 13.8 percent of persons ages 65 and over.

Of the senior population, 2,366 seniors were householders in Wildomar, representing 23.2 percent of all households in the city. Of those senior householders, approximately 76.0 percent were owner-occupied and 24.0 percent were renter-occupied. Riverside County's breakdown was similar with 79.2 percent and 20.8 percent, respectively.

## PERSONS WITH DISABILITIES

Physical, mental, and/or developmental disabilities may prevent a person from working, may restrict one's mobility, or may make it difficult to care for oneself. Persons with disabilities have special housing needs often related to the limited ability to earn a sufficient income and a lack of accessible and affordable housing. Some residents have disabilities that require living in a supportive or institutional setting.

The American Disabilities Act (ADA) defines an individual with a disability as "as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment."

The City of Wildomar has a disabled population of 9,925 persons, approximately 27.6 percent of the total population, according to the 2014–2018 ACS. **Table HNA-15** provides additional characteristics for the disabled population.

To meet the special needs of disabled residents, the City supports the upgrade of existing buildings to conform to ADA requirements. The City has included **Program H-5.1** to support development of housing accessible to persons with a disability.

## TABLE HNA-15: DISABILITIES BY AGE

| Type of Disability | Age Group | | | With Disability | Total Population | Percentage with a Disability |
|---|---|---|---|---|---|---|
| | Under 18 Years | 18-64 Years | 65+ Years | | | |
| **City of Wildomar** | | | | | | |
| Hearing Difficulty | 17 | 376 | 920 | 1,313 | 35,973 | 27.6% |
| Vision Difficulty | 27 | 589 | 340 | 956 | | |
| Cognitive Difficulty | 548 | 879 | 630 | 2,057 | | |
| Ambulatory Difficulty | 28 | 1,186 | 1,440 | 2,654 | | |
| Self-Care Difficulty | 130 | 475 | 672 | 1,277 | | |
| Independent Living Difficulty | --* | 753 | 915 | 1,668 | | |
| **Riverside County** | | | | | | |
| Hearing Difficulty | 3,516 | 24,921 | 48,125 | 76,562 | 2,361,744 | 22.5% |
| Vision Difficulty | 4,518 | 26,258 | 22,570 | 53,346 | | |
| Cognitive Difficulty | 15,171 | 53,819 | 29,630 | 98,620 | | |
| Ambulatory Difficulty | 2,433 | 63,836 | 76,195 | 142,464 | | |
| Self-Care Difficulty | 4,472 | 26,019 | 29,419 | 59,910 | | |
| Independent Living Difficulty | --* | 50,110 | 51,241 | 101,351 | | |

*Source: 2014-2018 ACS*
** No data available for this age group with this disability.*

## Persons with Developmental Disabilities (Senate Bill 812)

Senate Bill (SB) 812 (Ashburn, 2010) requires the City to include in its analysis of "Special Needs Groups" the needs of those with a developmental disability within the community. According to Section 4512 of the Welfare and Institutions Code, "developmental disability" means a disability that originates before an individual attains 18 years of age, continues, or can be expected to continue, indefinitely, and constitutes a

substantial disability for that individual. It includes intellectual disabilities, cerebral palsy, epilepsy, and autism. This term also includes disabling conditions found to be closely related to intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities but does not include other conditions that are solely physical in nature.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled persons require a group living environment where supervision is provided. The most severely affected persons may require an institutional environment where medical aid and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The California Department of Developmental Services (CDDS) currently provides community-based services to approximately 330,000 with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. The Inland Regional Center is one of 21 regional centers in the State of California that provides point of entry to services for people with developmental disabilities. The center is a private, nonprofit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

The information in **Table HNA-16** is from the California Department of Developmental Services, charged by the State of California to oversee the coordination and care of people with developmental disabilities, provides a closer look at the disabled population by age.

## TABLE HNA-16: DEVELOPMENTALLY DISABLED RESIDENTS, BY AGE

| Zip Code Area | 0-17 Years | 18+Years | Total |
|---|---|---|---|
| 92595 | 152 | 114 | 266 |

*Source: California Department of Developmental Services, Quarterly Consumer Report, September 2020*

There are a number of housing types appropriate for people living with a development disability: rent-subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special programs for home purchase, HUD housing, and SB 962 homes. The design of housing-accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving this need group.

## LARGE HOUSEHOLDS

Large households are defined as households with five or more members. Large households comprise a special needs group because of the need for larger dwelling units, which are often in limited supply and therefore command higher prices. To save for other basic necessities, such as food, clothing, and medical care, it is common for lower-income large households to reside in smaller dwelling units, frequently resulting in overcrowding.

Based on estimates from the 2014-2018 ACS, 19.9 percent (2,012) of Wildomar's households were large households, including 5.3 percent (537) that had six or more persons and 3.7 percent (376) that had seven or more persons.

As previously mentioned, 2,012 households in Wildomar were occupied by five or more persons. Of those, 1,323 were owner-occupied households and 689 were renter-occupied households.

## SINGLE-PARENT HOUSEHOLDS

Single-parent households (which are predominantly female-headed) are one-parent households with children under the age of 18 living at home. For these households, living expenses generally require a larger proportion of income relative to two-parent households. Therefore, finding affordable, decent, and safe housing is often more difficult for single-parent households. Additionally, single-parent households have special needs involving access to daycare or childcare, healthcare, and other supportive services.

According to the 2014-2018 ACS, 21.7 percent (2,190 households) of households in the city were single-parent households. Of these households, approximately 64.0 percent (1,401 households) were female-headed and the remaining 36.0 percent (789 households) were male-headed.

## FARMWORKERS

Farmworkers are generally considered to have special housing needs because of limited income and the unstable nature of employment (i.e., having to move throughout the year from one harvest to the next). The typical temporary nature of farm work is not the case in Wildomar. The only work of this nature is dairy work, which goes on year-round and is not seasonal.

Based on the 2014–2018 ACS, it is estimated that there are approximately 127 persons employed in the agriculture, forestry, fishing, and hunting industry, representing only 0.8 percent of the total population. The demand for specific farmworker housing is estimated to be very minimal if at all and therefore housing is addressed through the current housing stock and through overall programs for affordability.

When looking at Riverside County as a whole, according to the US Department of Agriculture's (USDA) 2017 Census of Agriculture, there were 11,365 farm workers in Riverside County. Of those farm workers, the majority (8,469 or 75 percent) were seasonal employees, working less than 150 days per year. The remaining one-quarter of farmworkers (3,714 persons) were permanent employees.

## EXTREMELY LOW-INCOME HOUSEHOLDS

In 2020, the median income for a household of four in Riverside County was $75,300. Households that earn 30 percent or less than the county's median income are considered "extremely low-income", making $26,200 or less annually for a household of 4.

Households and individuals with extremely low incomes may experience the greatest challenges in finding suitable, affordable housing. Extremely low-income households often have a combination of housing challenges related to income, credit status, disability or mobility status, family size, household characteristics, supportive service needs, or a lack of affordable housing opportunities. These households typically include seniors on Social Security, individuals with disabilities, single parents, farmworkers, and low-wage workers. Some extremely low-income individuals and households are homeless. Many extremely low-income households seek rental housing and most likely face overpayment, overcrowding, or substandard housing condition. Some extremely low-income households could have members with mental or other disabilities and special needs.

Approximately 7.4 percent (or 735 households) of households in Wildomar fell into the extremely low-income range, according 2013–2017 Comprehensive Housing Affordability Strategy [CHAS]). Of those households, 38.8 percent (285 households) were owner occupied households and 61.2 percent (450 households) were renter occupied households. Of the 735 extremely low-income households, 85 percent were overpaying (paying more than 30 percent of their income on housing costs) for housing and 72.8 percent were severely overpaying (paying more than 50 percent of their income on housing costs).

To address the need for extremely low-income housing, the City has included Program 3.1, 10.1, and 11.1. Additionally, the City permits single-room occupancy units, in compliance with Government Code Section 65583(c)(1).

## HOMELESS

Homeless individuals and families have perhaps the most immediate housing need of any group. They also have one of the most difficult sets of housing needs to meet, due to both the diversity and the complexity of factors that lead to homelessness and to community opposition to the siting of facilities that serve homeless clients. California law requires that Housing Elements estimate the need for emergency shelter for homeless people.

The County of Riverside completed a Point-in-Time Homeless Count in January 2020. According to this data, there are approximately six unsheltered persons within the City of Wildomar. The Riverside County Sheriff's Department and the Social Work Action Group estimated a total of 15 unsheltered persons living in Wildomar and the surrounding areas but did not have an estimate specific to the City of Wildomar available. **Table HNA-17** shows some of the shelter resources available to the homeless in Riverside County.

### TABLE HNA-17: HOMELESS SHELTER RESOURCES

| Shelter Name | Type of Shelter | City | Clientele or Needs Serviced | Number of Beds |
|---|---|---|---|---|
| Operation SafeHouse | Emergency | Riverside | Runaway youth | 17 |
| Operation SafeHouse | Transitional | Riverside | Ages 18-22 years | 15 |
| Path of Life Ministries | Emergency | Riverside | General | 135 |
| Project T.O.U.C.H. | Transitional | Temecula | General | 215 |
| Project T.O.U.C.H. | Emergency | Temecula | Winter Shelter | 25 |
| Valley Restart Shelter | Emergency | Hemet | Families | 35 |
| Lutheran Social Services | Permanent | Riverside | General | 30 |
| Anchor in Christ | Transitional | Lake Elsinore | Substance Abuse | 28 |
| The Hacienda (God's Helping Hand) | Transitional | Perris | Substance Abuse | 70 |
| Project Touch | Transitional | Temecula | General | 215 |
| Rancho Damacitas Project Independence | Transitional | Temecula | Former Foster Youth | 19 |
| Set Free Ministry | Transitional | Lake Elsinore | Substance Abuse | 110 |
| Teen Challenge of Riverside | Transitional | Riverside | Substance Abuse | 140 |

*Source: Dreamcenterle.org, Murrieta Community Resource Guide, 2018*

# ANALYSIS OF AT-RISK HOUSING

California Housing Element law requires the analysis of government-assisted housing units that are eligible to convert from low-income housing to market-rate housing during the next 10 years due to expiring subsidies, mortgage prepayments, or expiration of affordability restrictions and development of programs aimed at their preservation.

## INVENTORY OF AFFORDABLE UNITS

An inventory of assisted units in the City of Wildomar was compiled based on information gathered from the California Housing Partnership Corporation (**Table HNA-18**). According to the California Housing Partnership Corporation, there is one assisted property in Wildomar. This property is not at risk of opting out of programs that keep them affordable to very low- and low-income households over the Housing Element period (2021-2029).

### TABLE HNA-18: ASSISTED UNITS INVENTORY

| Projects | Total Units | Assisted Units | Type | Funding Source | Earliest Date of Conversion |
|---|---|---|---|---|---|
| Wildomar Senior Leisure Living | 176 | 175 | Senior | LIHTC | 2053 |

*Source: California Housing Partnership Corporation 2021*

### Preservation Resources

Efforts by the City to retain low-income housing must be able to draw upon two basic types of preservation resources: organizational and financial. Qualified nonprofit entities need to be made aware of the future possibilities of units becoming at risk. Should a property become at risk, the City maintains an active list of resources by which to preserve that property.

In addition, the City of Wildomar will develop procedures for monitoring and preserving at-risk units, which will include the following:

- Monitor the Risk Assessment report published by the California Housing Partnership Corporation.
- Maintain regular contact with the local HUD office regarding early warnings of possible opt-outs.

- Maintain contact with the owners and managers of existing affordable housing to determine if there are plans to opt out in the future and offer assistance in locating eligible buyers.
- Develop and maintain a list of potential purchasers of at-risk units and act as a liaison between owners and eligible purchasers.
- Ensure that all owners and managers of affordable housing are provided with applicable state and federal laws regarding notice to tenants of the owner's desire to opt out or prepay. State law requires a 12-month notice.

***Nonprofit Entities***

Nonprofit entities serving Riverside County, including Wildomar, can be contacted to gauge their interest and ability in acquiring and/or managing units at risk of conversion. A partial listing of entities with resources in the Riverside County area includes:

- Alternatives for Domestic Violence
- Shelter from the Storm
- Nexus for Affordable Housing
- Catholic Charities
- Coachella Valley Housing Coalition
- Fair Housing Council of Riverside County
- Family Service Association of Riverside County
- Habitat for Humanity
- Lutheran Social Services
- BUILD Leadership Development

# ASSESSMENT OF FAIR HOUSING

Assembly Bill (AB) 686 requires that all housing elements due on or after January 1, 2021, must contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16, 2015.

Under state law, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

In order to comply with AB 686, the City has completed the following outreach and analysis.

## OUTREACH

As discussed in the Public Participation section of the Housing Element, the City held a Planning Commission Study Session and invited the public to attend and participate. This study session was held in addition to the standard public hearing process and conducted individual consultations with stakeholders. A flyer with information about the workshop was sent to local service providers, affordable housing developers, and legal aid providers in an effort to reach lower-income residents and special needs groups. At this public outreach presentation, the Planning Commission discussed the need to address affordable housing issues in general. No community members elected to participate; however, the event was held virtually and is available on the City's website, so residents have ongoing access to this information. The City has included **Program H-17.1** to conduct ongoing outreach to engage members of all socio-economic groups and recruit members of underrepresented groups to participate in Planning Commission, City Council, and committees as they are formed. Members of the community were also encouraged to share input to ask questions before and after the workshop by emailing the Planning Director.

The City also conducted one-on-one consultation meetings with housing advocates, housing and service providers, and community organizations who serve the general public and special needs groups. As with the workshop, the purpose of these consultations was to solicit direct feedback on housing needs, barriers to fair and affordable housing, and opportunities for development from all community groups, not just those who are able to attend the study session and public hearings. The primary concerns that stakeholders raised related to fair housing included:

- Limited availability of appropriately zoned land to accommodate high-density affordable housing that limits mobility options for lower income households;

- Lack of a varied housing supply that can result in occupants living in inaccessible housing for their needs or overcrowded situations;
- Discriminatory practices by landlords against low-income persons and persons with disabilities; and
- Community opposition to affordable, high-density housing in the City.

The issues raised by stakeholders identified barriers to fair housing in the form of housing mobility opportunities and exclusionary behaviors that may result in displacement. In order to address these, the City has included **Programs H-1.1** and **H-1.2** to ensure there is a supply of high-density land available and **Program H-17.1** to address discriminatory practices and community position on high-density housing. The collection process for this qualitative data is described in greater detail in the Public Participation section of this Housing Element.

The primary fair housing issues identified by the Fair Housing Council of Riverside County (FHCRC) were refusal by landlords to grant reasonable accommodation requests and poor housing conditions, specifically pest infestations and mold that can create health problems for occupants. In both instances, FHCRC noted that these issues, and others, present barriers to safe and equal housing opportunities, particularly for lower-income households that may have more limited housing options. The City will provide biannual training for landlords on their responsibilities to their tenants and fair housing laws (**Program H-17.1**) and will develop a code enforcement program to ensure owners are addressing building and maintenance issues without displacing occupants, or with relocation assistance (**Program H-15.1**). Additional data collected from the FHCRC on local and regional fair housing issues is described in the Enforcement and Outreach Capacity section of this assessment.

The local data and knowledge gathered during these consultations was used to inform this assessment of fair housing issues, reveal barriers to fair housing, and identify factors that contribute to these issues (**Table HNA-19**). In an effort to gather ongoing local input and data and encourage all residents to participate in planning processes, the City has included **Program H-17.1** to meet annually with fair housing providers to discuss local fair housing issues and concerns, offer translation services to improve accessibility for all residents, conduct targeted outreach to underrepresented groups, and meet with service providers for special needs and underrepresented groups.

## ASSESSMENT OF FAIR HOUSING ISSUES

The California Government Code Section 65583 (10)(A)(ii) requires the City of Wildomar to analyze areas of segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk. Since 2017, the California Tax Allocation Committee (TCAC) and HCD have developed annual maps of access to resources such as high-paying job opportunities, proficient schools, safe and clean neighborhoods, and other healthy economic, social, and environmental indicators to provide evidence-based research for policy recommendations. This effort has been dubbed "opportunity mapping" and is available to all jurisdictions to assess access to opportunities within their community. According to the HCD/TCAC 2020 Opportunity Areas Map, the City of Wildomar is split between high/highest resource areas south of Wildomar Trail and moderate resource in most areas to the north of Wildomar Trail, except for high resource areas south of Palomar Street (**Figure HNA-3**). While there are no low resource areas or areas of high segregation and poverty in the City of Wildomar, all areas west of the City in Lake Elsinore are considered low resource. Although the City does not plan for housing for these areas, it is likely that many of these residents rely on Wildomar for services and it is possible that people that work in Wildomar live in these areas. As such, the City has taken a broader view than just the city limits when assessing fair housing issues.

Some of the indicators identified by TCAC and HCD to determine the access to opportunity include high levels of employment and close proximity to jobs, access to effective educational opportunities for both children and adults, low concentration of poverty, and low levels of environmental pollutants, among others. These indicator scores decrease as the level of designation decreases until "Low Resource" areas, which typically have limited access to education and employment opportunities and may have poor environmental quality. The trends and factors that have resulted in these patterns of access to resources, and other fair housing issues, may have stemmed from historical patterns or from current practices.

### Patterns of Integration and Segregation

#### *Diversity*

As shown in **Figure HNA-4,** in 2018 the City of Wildomar had a similar diversity index score to much of the surrounding areas. However, while the majority of residents in communities north of Wildomar identify as Hispanic, Wildomar is predominantly White and non-Hispanic, as described in the Community Profile of the Housing Element. In the Southern California Association of Governments (SCAG) region, northern areas in Los Angeles and San Bernardino Counties have a higher percentage of residents that identify as Hispanic than White. This trend differs from more southern areas of the SCAG region, including Wildomar. Wildomar more closely reflects the patterns of diversity found in urban areas of Riverside County, where the diversity index is consistent across communities, indicating that there are not concentrated areas of more or less diversity.

While 68.1 percent of Wildomar residents identify as White, there do not appear to be any areas with significantly higher or lower levels of diversity than any other within the city or immediately adjacent areas (**Figure HNA-4**), suggesting that the community is well integrated in this regard. This trend is an increase in the distribution of diversity scores across the city since even 2010, when the diversity index scores were slightly lower in the southeastern portion of the city.

### *Income and Race*

A racially or ethnically concentrated area of poverty (R/ECAPs) is an area in which 50 percent or more of the population identifies as non-White and 40 percent or more of residents are living in poverty. In the SCAG region, there are several R/ECAPs located in major cities and unincorporated areas. However, there are no R/ECAPs located in the City of Wildomar. The nearest R/ECAP is the community of Meadowbrook located northeast of Wildomar. While there are no R/ECAPs in Wildomar, there is a higher percent of the population living below the poverty line along the northwestern city limit adjacent to the City of Lake Elsinore. Across Lake Elsinore, there is a significantly higher rate of poverty than anywhere in Wildomar (**Figure HNA-5**). As shown in **Figure HNA-5,** there is a slightly higher rate of poverty southwest of I-15 in Wildomar than to the north of the freeway, which corresponds with a higher concentration of Housing Choice Voucher recipients living between Palomar Street, Central Avenue, Clinton Keith Road, and I-15. In this area, 5 to 15 percent of housing units are occupied by voucher holders, while there are no notable concentrations east of I-15. Beginning January 1, 2020, under California Government Code Section 12927(i), landlords must accept Housing Choice Vouchers as an acceptable source of income for tenants. Therefore, the concentration of voucher recipients may be due to the availability of housing that is affordable with a voucher, meets the condition requirements of the voucher, or that landlords in other areas of the city are unaware of the requirement to accept vouchers. While 12.4 percent of the population in Wildomar has an income at or below the poverty line, this is a decrease from 15 percent in 2015. Despite this slight decline, the City has included **Program H-17.1** to provide regular training to landlords on requirements under fair housing law and **Programs H-3.2, H-4.1,** and **H-7.1** to expand the supply of affordable housing so there are more options for lower-income households throughout the city.

In contrast to a R/ECAP, a racially concentrated area of affluence (RCAA) is defined as a census tract in which 80 percent or more of the population is White and has a median income greater than $125,000 annually. While there is a higher median income in the southern portion of the City, south of Clinton Keith Road, these areas do not correspond with a White population that is 80 percent or more of the population in that area. Therefore, there are no areas of Wildomar that qualify as a RCAA. Most RCAAs in the SCAG region are located in coastal communities while inland suburban communities do not reflect this pattern.

### *Persons with Disabilities*

As discussed in the Community Profile section of the Housing Element, approximately 27.6 percent of Wildomar's population in 2018 had at least one disability, and 40.2 percent of those individuals were seniors, who are more likely to have an ambulatory, visual, or hearing disability. Since 2014, the percent of the population with a disability has increased slightly across the City, but still reflects the SCAG region and the rate of disability is even across the City. The rate of disability in Wildomar is similar to all incorporated jurisdictions in Riverside County and most suburban communities in the SCAG region. Disability rates are higher further inland in the region, indicating that the City of Wildomar does not have a disproportionate concentration of persons with disabilities when compared to the region or a smaller percentage of persons with disabilities that would indicate barriers to this population. In Wildomar, the senior population has increased since 2012, from 9.8 percent of the population to 12.5 percent in 2018, which may account for a large portion of the increase in the percentage of the population with a disability during this time period, from 10.4 percent in 2012 to 13.9 percent in 2018. The City will explore amending the Wildomar Municipal Code to allow residential care facilities for seven or more persons in all residential zones to ensure that residents are able to age in place with access to the resources they need (**Program H-11.2**) and will work with disability service providers to identify whether there is unmet demand for services in any area of the city (**Program H-17.1**).

### *Familial Status*

Wildomar has historically been highly family-oriented, a pattern that exists today, and will in the future. As shown in **Figure HNA-6**, Wildomar and the surrounding areas are dominated by married-couple families and families with children. Given the low vacancy rate for both ownership units (0.4 percent) and rental units (1.0 percent) in 2018, this may suggest that there is a shortage of homes to meet the needs of existing family types in Wildomar. While many communities across the SCAG region are predominantly made up of married-couple families, like Wildomar, the percentage of households with children decreases in more rural and unincorporated areas, especially in the eastern portion of the region. The City will work with developers to promote and incentivize the development of a variety of housing types to meet the needs of all current and future residents (**Programs H-4.1**).

### *Other Relevant Factors*

While not incorporated until 2008, development in the Wildomar area began in the 1880s with the introduction of train service to present day Lake Elsinore. In 1885, the first map of the Wildomar townsite was made by its founders and formal development began thereafter with the construction of a school, federal buildings, and a town center. The townsite was originally platted for large-lot, single-family construction, which was standard for the time but supported a lower-density downtown that persists today. While Wildomar's growth originated with the construction of the Southern Pacific Railroad through the townsite, heavy rains in 1884 washed out the tracks which were never replaced. The following century of slow growth

therefore, was not largely influenced by the presence of the railroad beyond a concentration of retail and commercial at the original center of town where which, in some jurisdictions, can result in significantly different land use patterns and segregation.

With the opening of the Temecula Valley Freeway (Interstate [I-] 15) in 1985, Wildomar's community was revitalized, and growth began again. Due to its historic foundation as a railroad community, Wildomar's services are generally located along the in the original center of town where the railroad once was and have since stretched along the length of the I-15 corridor. Interstate 15 bisects the City in a north-south direction. Areas west of I-15 are typically smaller, older homes, indicative of the older nature of this part of the city, which tend to be more affordable than larger, newer homes east of I-15. West of I-15, poverty rates tend to be higher, ranging from approximately 6.5 percent to 13.4 percent, while east of I-15 rates range from 4.2 to 10.0 percent. While these do not differ significantly, the presence of smaller, more affordable homes may be more accessible for lower-income households, resulting in a slightly higher rate of poverty. In order to address the disproportionate concentration of lower-income households, the City will employ several strategies to encourage the construction of affordable housing in high opportunity areas and throughout the city to facilitate housing mobility (**Programs H-3.2, H-4.1, H-7.1,** and **H-9.1**).

The hillside arching through the eastern portion of the City present another barrier in Wildomar. The topography creates a barrier between the residential and commercial areas to the south of the mountains and the residential area to the north. Additionally, due to steeper topography adjacent to the hillside, development is more limited with regards to high density housing construction. Its historical ties to the railroad community and geographic location have resulted in the distribution of density Wildomar has today, with higher-density residential uses concentrated on the northern and southern areas of the City and lower-density uses in the historic areas. However, poverty rates, racial and ethnic concentrations, and other potential indicators of segregation do not exist between areas north and south of the topographic barrier. Housing north of the mountains reflect the development patterns south of the mountains, east of I-15, with larger homes in suburban development. Additionally, despite topographic factors and transportation routes that have influenced how the City of Wildomar has grown in the last 40 years, public investment in infrastructure has remained balanced throughout the city. There is no history of disproportionate investment in certain areas of the city, or lack of investment in others. Therefore, there are no patterns of disproportionate access to opportunity as a result of public investment.

Zoning in Wildomar was, until 2008 upon incorporation, established as part of the greater Riverside County governmental agency. The area that is present day Wildomar was part of the urbanized western Riverside County, as opposed to the more agricultural eastern Riverside County. This distinction is part of what drove targeting commercial zoning and higher density and mixed use zoning in the town center of Wildomar, along

the interstate and other major transit routes. The County established Mixed Use Planning Areas which still exist today, emphasizing a shift toward denser, more integrated residential and commercial development. When the City of Wildomar incorporated, it inherited both the current and historic growth patterns that had resulted from being part of unincorporated Riverside County. Riverside County has no history of exclusionary zoning practices or land use policies that influenced the development of present-day Wildomar. Growth was dependent on access to transit and resources and resulted in a denser city core and more suburban exteriors that were not explicitly exclusionary.

In the last decade, population growth has primarily occurred east of I-15, in newer areas of the city with available land. West of I-15 between Almond Street and Wildomar Trail, and west of Palomar Street, the population decreased slightly. The concentration of population growth is not surprising considering that most areas west of I-15 are built out, however the declining population in some neighborhoods west of I-15 may be a symptom of residents being drawn to other neighborhoods of Wildomar or elsewhere. To ensure that residents have access to a variety of affordable housing types to remain in their neighborhood if they choose to, the City will pursue funding to assist homeowners with securing rehabilitation funding (**Program H-14.1**), allow ADU's in all residential zones (**Program H-9.1**), and will develop a program to connect lower-income residents with affordable housing opportunities. (**Programs H-4.1** and **H-17.1**)

Educational attainment may also indicate discrepancies in access to educational opportunities, or varying needs for types of employment based on education levels. In 2019, approximately 81.6 percent of Wildomar residents had earned a high school diploma while approximately 11.5 percent had a bachelor's degree or higher. There are no neighborhoods in the City that have notably lower rates of attainment of a bachelor's degree or higher; however, west of Palomar Street and west of Lost Road have high school educational attainment rates of 64.4 percent and 69.9 percent, respectively. However, despite areas with lower educational attainment levels, these areas do not have lower median incomes or other indicators of fair housing issues beyond what is discussed throughout this assessment of fair housing. Educational attainment may still be a cause of fair housing issues; therefore, the City will promote the availability of the County's CalWorks program to assist lower-income households to enter or re-enter the workforce and will work with the school district and developers to ensure all neighborhoods have equal access to strong educational opportunities (**Program H-17.1**).

## Access to Opportunity

### *Educational Opportunities*

There are several schools located in Wildomar, including Wildomar Elementary School, Donald Graham Elementary School, David Brown Middle School, and Elsinore High School, among others. Of the

approximately 11 schools located within city limits, 8 are located west of I-15. Due to geographical constraints, there are limited areas of development east of I-15 and, therefore, less need for schools in this area. However, there are no schools located in the developed northeast corner of Wildomar, reducing access to schools for residents of this area. As shown in **Figure HNA-7**, a more positive educational outcome is expected for students in the southern portion of the city, where there is greater access to resources, including schools. The access to strong educational opportunities decreases in the northern portion of the city, though remains higher than areas west of Wildomar. There is a significant discrepancy in expected educational outcome for residents between these two areas of the city, suggesting that there is more limited access to high-quality schools in the northwestern areas of the city due to the quality of schools or proximity to them. The City will work with school districts and developers to ensure residential development in the northern portion of the city can be accommodated by existing school capacity or will assist with identifying a site for a new school, if needed (**Program H-17.1**). Despite the differences in expected educational outcome between the northern and southern reaches of the city, Wildomar as a whole has a more positive educational outcome expected than many areas in the SCAG region and Riverside County. Wildomar reflects the educational scores in the nearby cities of Murrieta, Temecula, and Rancho Santa Margarita, and has a significantly higher score than the cities of Lake Elsinore, Perris, and Hemet. In the SCAG region, suburban communities tend to have higher educational scores than urban and rural, which reflects the score in Wildomar as a suburban city.

### *Employment Opportunities*

According to HUD's 2017 analysis of proximity to jobs, Wildomar, and most of western Riverside County, are located far from employment opportunities (**Figure HNA-8**). However, the mean commute times of residents, as reported by ACS, suggest that residents of Wildomar are located within a similar distance to jobs as residents of Temecula, which HUD identified as a job center. The mean commute time for residents of Wildomar was 37.4 minutes in 2019, which has not changed since 2010. This was only slightly higher than that for residents of the cities of Temecula (36.1 minutes) and Murrieta (35.7 minutes), and lower than other surrounding communities, including the cities of Lake Elsinore (45.5 minutes), Menifee (42.9 minutes), and Perris (37.7 minutes). In addition to having a stable commute time that is similar to surrounding communities, the unemployment rate in Wildomar is similar to, or lower than, all of these jurisdictions, as well as the County as a whole, according to the California Employment Development Department. Before the COVID-19 pandemic resulted in a national spike in unemployment, the unemployment rate in the City of Wildomar in 2020 was 3.9 percent, lower than the Riverside County rate of 4.2 percent. In December 2020, that rate had increased to 8.3 percent in the city, but remained lower than Riverside County rate of 9.1 percent. Therefore, given this data, the supply of jobs for Wildomar residents appears to meet demand and does not differ significantly from the region.

### *Mobility*

Wildomar residents are served by Riverside Transit Agency (RTA) routes 8 and 23. Route 8 operates on a loop between Lake Elsinore and Wildomar and Route 23 runs from Wildomar to Temecula, with a stop in Murrieta. Both routes operate seven days per week, approximately 12 hours per day, but have 60- to 75-minute headways. There are very limited fixed-route transit options within the City of Wildomar, with no transit available to residents in the northeast portion of the city. All Transit is a data tool that measures access to transit, connectivity, and service availability. According to All Transit, the City of Wildomar has a transit performance score of 1.9, compared to 3.3 for Riverside County and 5.5 for the SCAG region as a whole. Given the limited routes and frequency of public transit in Wildomar, the City will work with RTA to assess unmet transit needs and expand routes and frequency as needed (**Program H-17.1**).

### *Housing for Persons with Disabilities*

To meet the needs of the population with disabilities in Wildomar, there is one licensed adult residential care facility and 10 licensed residential care facilities for the elderly. Additionally, residents are served by Dial-A-Ride, an advanced reservation, origin-to-destination transportation option offered by RTA for seniors and persons with disabilities at locations within three-quarters of a mile of an RTA fixed route. The City also requires new developments to comply with Title 24 of the 2019 California Building Code to ensure that all new construction meets accessible design standards, thus ensuring that all new housing is accessible for all residents regardless of disability. Additionally, the City ensures that older housing that may not meet the same accessibility requirements can be adapted as needed through their reasonable accommodation process, discussed in the Governmental Constraints section of this Housing Element, and by seeking funding to assist with rehabilitations (**Program H-17.1**).

### *Environmental Health*

In February 2021, the California Office for Environmental Health Hazard Assessment (COEHHA) released the fourth version of CalEnviroScreen, a tool that uses environmental, health, and socioeconomic indicators to map and compare community's environmental scores. A community with a in the 75th percentile or above, is one with higher levels of pollution and other negative environmental indicators and is considered a disadvantaged community. There are no disadvantaged communities in the City of Wildomar. North of Lemon Street and west of Lost Road is in the highest percentile in the city (53$^{rd}$ percentile). Outside of that area, east of I-15 scores between the 29$^{th}$ and 37$^{th}$ percentile; west of I-15 scores between the 33$^{rd}$ and 46$^{th}$ percentile. While environmental conditions in Wildomar are similar to or lower than surrounding jurisdictions, and significantly lower than many dense urban areas in the SCAG region, there is a slight between neighborhoods on either side of the interstate within the City, despite not having any areas with considerably poor environmental conditions. In the SCAG region, many cities and communities in urban areas have poorer

environmental conditions than are found in Wildomar while smaller communities are similar to Wildomar. To ensure residents across the City, regardless of location, have access to positive environmental conditions, the City will review open space requirements for new developments and will revise as necessary to ensure all residents have access to healthy outdoor spaces (**Program H-17.1**).

## Disproportionate Housing Need and Displacement Risk

### *Overcrowding and Overpayment*

As discussed in the Community Profile of the Housing Element, overcrowding is an issue in the City of Wildomar, especially among renter households. While there are no areas with a higher concentration of overcrowded households, 9.4 percent of renter households live in overcrowded situations, compared to 3.7 percent of owner households. Both rates are lower than overcrowding Riverside County overall (11.9 percent of renters, 4.3 percent of owners). Overcrowding typically means that either appropriately sized housing is unaffordable to current residents, or that the type of housing available does not meet the need resulting in an increased risk of displacement for households living in overcrowded situations. In either case, overcrowding means there is a disproportionate need for affordable, larger housing units in Wildomar. The City will meet with the developers to identify barriers to constructing larger housing (**Program H-17.1**) and has included several other programs to incentivize development of affordable housing.

As with overcrowding, overpayment is a widespread issue in Wildomar, with 37.4 percent of households overpaying for housing. However, the issue is even more prominent among renter households than owner households, with approximately 53.7 percent of renters overpaying for housing. **Figures HNA-9** and **HNA-10** demonstrate how persistent the issue is across Wildomar. This reflects patterns of overpayment across the SCAG region, where overpayment has remained an issue among renters in recent years while decreasing among homeowners. In Wildomar, the percent of the population overpaying for housing is relatively similar between owners and renters in the eastern portion of the City but is significantly higher among renters in the western portion. This may suggest that in the more urbanized western portion of the City, with closer access to resources, either there are fewer affordable rental options for the share of the population that lives here or that the cost of housing is higher overall. While low-density land use designations are more pervasive in the western portion of the City, there are also higher-density areas surrounding commercial uses and major thoroughfares, so the availability of land for higher-density housing is similar between the eastern and western areas of the City. Overpayment increases the risk of displacing residents who are no longer able to afford their housing costs. To address displacement risks due to overpayment, the City will provide incentives to encourage affordable development and will develop a targeted program to connect lower-income residents with affordable homeownership and rental opportunities within the City (**Programs H-4.1** and **H-17.1**).

### *Housing Condition*

In addition to extensive overpayment, just less than half of the housing stock in Wildomar is older than 30 years and may need repairs. While it is likely that some homeowners have conducted ongoing maintenance to maintain the value of their homes, it is likely that many of these homes need some degree of repairs. In some cases, the cost of repairs can be prohibitive, resulting in the owner or renter living in substandard housing conditions or being displaced if the house is designated as uninhabitable or during rehabilitation. According to Comprehensive Housing Affordability Strategy (CHAS) data compiled by the U.S. Census Bureau, approximately 22 percent of Wildomar households which may include overcrowding, lack of a complete kitchen, lack of complete plumbing, or severe cost-burden. As identified above, many homeowners and renters in Wildomar are cost burden, and may represent a large percentage of the 22 percent of households with a severe housing problem identified in CHAS. The rate of housing programs for these four categories combined is lower than most jurisdictions in western Riverside with the exception of the cities of Murrieta and Temecula. Wildomar also has a lower rate of housing programs than most jurisdictions in the SCAG region, indicating that substandard housing may be a larger issue in other communities. However, to prevent residents occupying, or being displaced from, substandard housing, the City will seek funding to assist homeowners with rehabilitation costs and will develop a code enforcement process that will prevent displacement or assist with relocation costs for lower-income households (**Programs H-14.1** and **H-15.1**).

### *Homelessness*

As discussed in the Special Needs Group section of the Housing Needs Assessment, there are approximately 15 unsheltered homeless persons living in the City of Wildomar and the surrounding area, according to the Riverside County Sheriff's Department and the Social Work Action Group. Compared to the region, Wildomar has a smaller percentage of its population that is homeless than most Riverside County cities. The 2020 point-in-time survey estimates that less than the homeless population in Wildomar makes up less than 1 percent of the total unsheltered population of District 1 in Riverside County, compared to the City of Lake Elsinore which makes up 4 percent of the homeless population in District 1. Persons experiencing homelessness, or at risk of becoming homeless, are typically extremely low-income and are displaced from housing due to inability to pay or other issues. While there are several shelters and homeless resources available to homeless residents of Wildomar (**Table HNA-17**), there are limited services available inside city limits. In order to facilitate the construction of emergency shelters, the City has included **Program H-13.1** to allow low-barrier navigation centers in all zones that allow mixed-use and non-residential zones that allow multifamily uses as well as permit emergency shelters in the I-P zone. The City also encourages development of housing for extremely low-income housing through outreach to developers, financial and technical assistance, expedited processing, and other incentives identified in **Program H-11.1**.

### *Displacement Risk*

The annual rate of increase in average home value or rental prices compared with annual changes in the average income in the City also indicates an increased risk of displacement due to housing costs outpacing wage increase, a trend that is felt throughout the region, state, and nation. According to Zillow, the average home value in Wildomar has increased 13.4 percent annually since 2011, increasing from $221,000 which was affordable to a household earning approximately $35,500 annually to $546,000 in June 2021, a price that is affordable to a household earning approximately $87,500. The rate of increase in rental prices still outpaces wage increases but is less than that of home values. Between July 2018 and July 2021, the average rent in Wildomar increased 5.3 percent annually, from prices affordable to households earning $75,500 to those earning $88,800 or more. While housing costs have increased rapidly, wages have not kept pace. The average income in Wildomar has increased approximately 2 percent annually, from $76,357 in 2010 to $91,355 in 2019 according to the American Community Survey. The difference in these trends indicates growing unaffordability of housing in Wildomar, as is the case throughout the region and state. In order to address affordability challenges, the City will encourage and incentivize development of affordable housing units, particularly in high opportunity areas and will develop a program to connect lower-income residents with affordable housing opportunities (see **Table HNA-19**).

Displacement risk increases when a household is paying more for housing than their income can support, their housing condition is unstable or unsafe, and when the household is overcrowded. Each of these presents barriers to stable housing for the occupants. In Wildomar, overpayment is typically, but not always, linked to areas with a lower median income. As discussed under Patterns of Integration and Segregation, there are higher rates of poverty in the northern portion of the City (see Figure HNA-5). As shown in Figures HNA-9 and HNA-10, the rate of overpayment among homeowners is slightly higher in this area of the city as well, while overpayment of renters is relatively constant across all populated areas of the city. As a result, displacement risk due to overpayment for low-income renter households is not significantly higher in any one area of the city but may be slightly higher for low-income homeowners in the northern portion of the city. The City has included **Programs H-4.1** and **H-17.1** to connect lower-income households with affordable housing opportunities, and will promote the availability of this program in the neighborhood with an increased risk of displacement due to a concentration of lower-income homeowners overpaying for housing.

## Enforcement and Outreach Capacity

The City enforces fair housing and complies with fair housing laws and regulation through a twofold process: review of City policies and code for compliance with State law and referring fair housing complaints to appropriate agencies.

At the time of this Housing Element update, the City is conducting a comprehensive review of the City's zoning laws and policies for compliance with fair housing law and anticipates completing this review and update during the 2021 calendar year. In addition to assessing fair housing issues related to development standards, fair housing issues can include disproportionate loan rates by race, housing design that is a barrier to individuals with a disability, discrimination against race, national origin, familial status, disability, religion, or sex when renting or selling a housing unit, and more. To address issues not related to development standards, all discrimination and fair housing inquiries or complaints are handled by the City Planning Director, who works directly with the complainant to refer cases to the Fair Housing Council of Riverside County. While no cases have been received through this process to date, the City will continue to promote the availability of this referral service and other fair housing information on the City's website (**Program H-17.1**).

The Fair Housing Council of Riverside County (FHCRC) provides services to residents of Riverside County and its incorporated cities to promote fair housing and protect the housing rights of all individuals. In December 2020, FHCRC reported that they receive an average of 60 to 90 calls per day from residents throughout the County regarding discrimination complaints and housing disputes. Where possible, FHCRC provides mediation services before submitting complaints to HUD. The most common type of complaint throughout Riverside County comes from people with disabilities requesting reasonable accommodations; however, since the start of the COVID-19 pandemic, FHCRC has seen an increase in complaints regarding discrimination and sexual harassment. The most common type of complaints received by FHCRC regarding the physical condition of homes are infestation of insects and cases of mold. FHCRC confirmed that these issues are not isolated to Wildomar and are experienced by residents across their service area. While they do not track the origin of complaints to Wildomar, FHCRC reported in their quarterly reports that they received a total of 1,549 complaints between January and September 2020 from residents of West County, which includes Wildomar. The data received from FHCRC supports many of the findings of this assessment of fair housing regarding housing condition and accessible housing near services for special needs groups. The local and regional context of the information provided to the City was used to inform fair housing issues while the contributing factors were identified through the more local lens of this assessment. FHCRC's feedback is reflected in the issues and factors identified in **Table HNA-19**.

In their *2019 Annual Report*, the California Department of Fair Employment and Housing (DFEH) reported that they received 36 housing complaints from residents of Riverside County, approximately 3.8 percent of the total number of cases in the state that year (934). As part of the Fair Housing Assistance Program (FHAP), DFEH dual-files fair housing cases with HUD's Region IX Office of Fair Housing and Equal Opportunity (FHEO); HUD FHEO reported that just four cases were filed by residents of the City of Wildomar between January 1, 2013, and February 8, 2021. Of these four cases, one resulted in a no-cause determination and three

were closed through conciliation or settlement. One case alleged discrimination based on sex, two alleged discriminations based on race, and two alleged disability based on disability. The total alleged bases is higher than the number of cases due to one alleging two bases. In addition to these cases, five inquiries of unknown bases were sent to HUD to determine whether a case would be valid. In reviewing these cases, one inquirer failed to respond to HUD's follow-up, three resulted in a finding that there was no valid issue or basis, and one was not pursued for undisclosed reasons.

FHCRC and DFEH were not able to provide specific location information for cases either because they do not track the geographic origin of complaints or due to confidentiality concerns. Therefore, the City was unable to conduct a spatial analysis of fair housing cases to identify any patterns or concentrations of fair housing issues in the city. **Program H-17.1** has been included to work with fair housing enforcement organizations and agencies to track issues and identify patterns in the city.

## SITES INVENTORY ANALYSIS

The City examined the opportunity area map prepared by HCD and TCAC (**Figure HNA-3**). The opportunity area map identifies areas in every region of the state whose characteristics have been shown by research to support positive economic, educational, and health outcomes for low-income families—particularly long-term outcomes for children.

Using the statewide opportunity area map and indicators of segregation, displacement risk, and access to opportunity as overlays to the City's sites inventory, the City was able to identify if the sites identified in the inventory to accommodate the lower-income Regional Housing Need Allocation (RHNA) affirmatively further fair housing and combat any existing identified patterns. The sites identified to meet the lower-income RHNA are distributed across the city and are located primarily in areas of high or highest resource. The largest concentration of sites is located near the southeast boundary of the city where land uses are varied, and the mix of residential densities permitted promotes a variety of housing to meet all income needs. Sites, 2, 5, 6, 8, 10, and 13 identified to meet the lower-income RHNA are in this area, where the median income is approximately $135,000 and the neighborhood is designated as a highest resource area. The integration of affordable housing into this neighborhood will promote mixed-income communities and will facilitate housing mobility and improve access to opportunity for lower-income households. There are no sites identified to meet the lower-income RHNA located in the area with a concentration of HCV holders, thus promoting integration of affordable housing with market-rate, and no lower-income sites are disproportionately concentrated in areas with overpayment, overcrowding, or known substandard housing conditions. The distribution of these sites in primarily high and highest resource areas, both north and south

of I-15, will affirmatively further fair housing by promoting mobility opportunities and encouraging affordable housing in high opportunity areas.

The remainder of the sites, identified to meet the moderate- and above moderate-income RHNA, are located throughout the city, as shown in figures **HNA-12** through **HNA-15**. As with the lower-income sites, no moderate- or above moderate-income sites are located in areas with disproportionate rates of overpayment compared to the city or region or overcrowding. These sites are located in moderate, high, and highest resource areas along with the lower-income sites, thus affirmatively furthering fair housing through income integration and encouraging a variety of housing in all resource areas to stimulate investment through the development process. The City does not have any areas of high segregation and poverty, therefore no sites will be concentrated in an area such as this. The sites in **Tables HNA-23** and **HNA-24** will provide access to services, employment, and educational and recreational opportunities for future residents and are a mechanism of affirmatively furthering fair housing by promoting mixed-income neighborhoods, facilitating mobility to high opportunity areas, and reducing displacement risk for both tenants and homeowners.

## CONTRIBUTING FACTORS

Through discussions with stakeholders, fair housing advocates, and the assessment of fair housing issues, the City identified several factors that contribute to fair housing issues in Wildomar, as shown in **Table HNA-19**.

### TABLE HNA-19: FAIR HOUSING ISSUES IN WILDOMAR

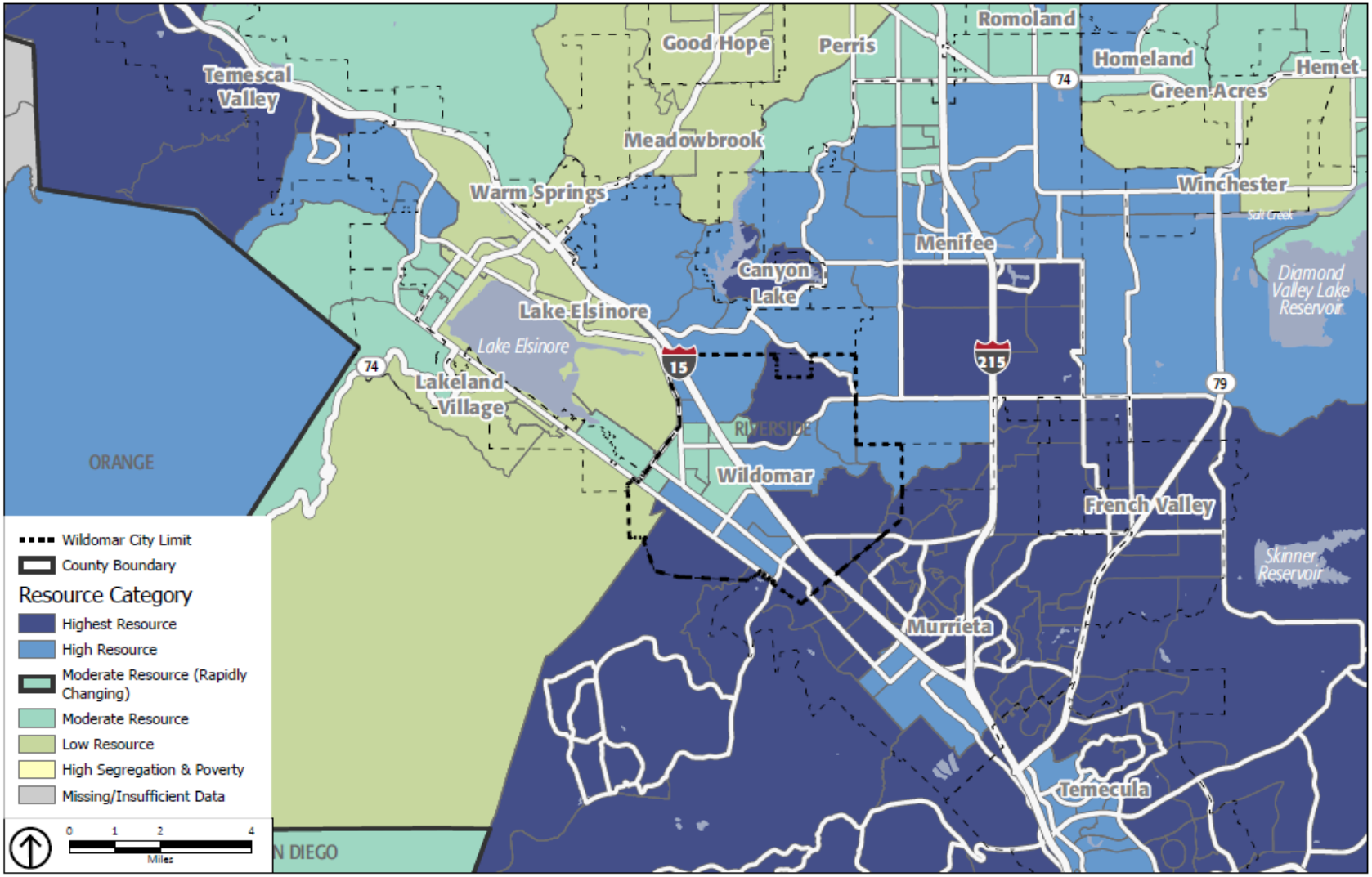
| AFH Identified Fair Housing Issues | Contributing Factors | Meaningful Actions |
|---|---|---|
| Disproportionate access to services. | Concentration of schools southwest of I-15.<br>Limited public transit connecting northern neighborhoods to resources.<br>Limitations on where residential care facilities are permitted.<br>Concentrations of individuals with lower educational attainment. | Permit residential care facilities in all zones that allow single-family units (**Program H-11.2**).<br>Meet with the Regional Transit Authority to assess unmet transit needs and ensure all residents have access to schools, jobs, and services (**Program H-17.1**).<br>Work with the school district to assess catchment areas and capacity for Wildomar residents (**Program H-17.1**). |

| AFH Identified Fair Housing Issues | Contributing Factors | Meaningful Actions |
|---|---|---|
| | | Meet with disability service providers to identify if there are unmet needs or gaps in service areas (**Program H-17.1**).<br>Encourage construction of low-barrier navigation centers for residents experiencing, or at risk of, homelessness (**Program H-13.1**).<br>Provide a link to Riverside County's CalWORKs program to assist lower-income households entering the workforce (**Program H-17.1**) |
| Displacement of residents due to economic pressures. | Unaffordable rental and sales prices.<br>Concentration of affordable housing for Housing Choice Voucher holders southwest of I-15.<br>Cost of repairs or rehabilitation, especially for older housing units. | Provide training to landlords on fair housing requirements, source of income discrimination, and benefits of marketing housing units for vouchers to expand the locations registered units in the city (**Program H-17.1**).<br>Encourage development of ADUs in high opportunity areas (**Program H-9.1**).<br>Incentivize development of affordable housing units (**Programs H-3.2, H-4.1, H-7.1**).<br>Develop a program to connect lower-income residents with affordable housing opportunities. (**Programs H-4.1, H-17.1**)<br>Pursue funding to assist homeowners with securing rehabilitation funding (**Program H-14.1**). |
| Displacement of residents due to availability of a variety of housing types. | Shortage of large housing units, especially for renters.<br>Shortage of affordable housing without age restrictions.<br>Dominance of lower-density land use designations. | Support the development of larger housing units (**Program H-17.1**).<br>Allow ADU's in all residential zones (**Program H-9.1**)<br>Encourage the construction of ADUs in existing low-density neighborhoods (**Program H-9.1**)<br>Increase the supply of housing for lower-income households and special needs groups (**Programs H-11.1**) |

| AFH Identified Fair Housing Issues | Contributing Factors | Meaningful Actions |
|---|---|---|
| | | Incentivize construction of high-density housing, prioritizing high resource areas and neighborhoods dominated by low-density housing (**Program H-3.1**) |

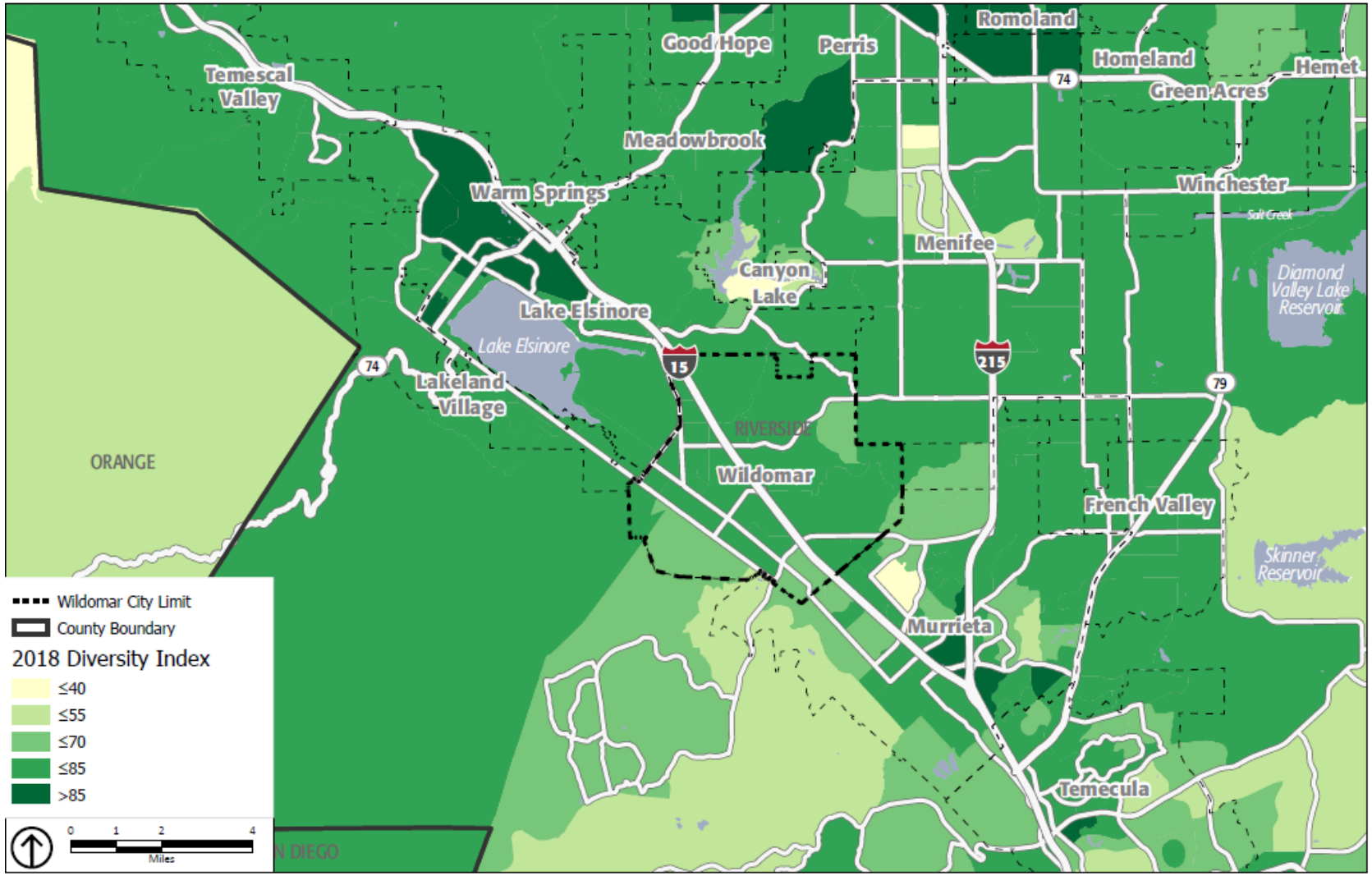
The City has identified the shortage of larger housing units and mobility opportunities to access services, in addition to access to affordable housing in general, as the primary contributing factors to fair housing in Wildomar. The City has included actions to address these factors, as well as the other issues identified in this assessment, throughout the Housing Element programs and policies. **Program H-17.1** has been included to affirmatively further fair housing, per AB 686, and take meaningful actions that address significant disparities in housing needs and access to opportunities for all groups protect by state and federal law. Regional coordination efforts outlined in several programs will ensure that the City furthers patterns of integration and development of affordable housing in such a way that it will have a positive impact on residents of the city and region.

## FIGURE HNA-3: OPPORTUNITY AREAS



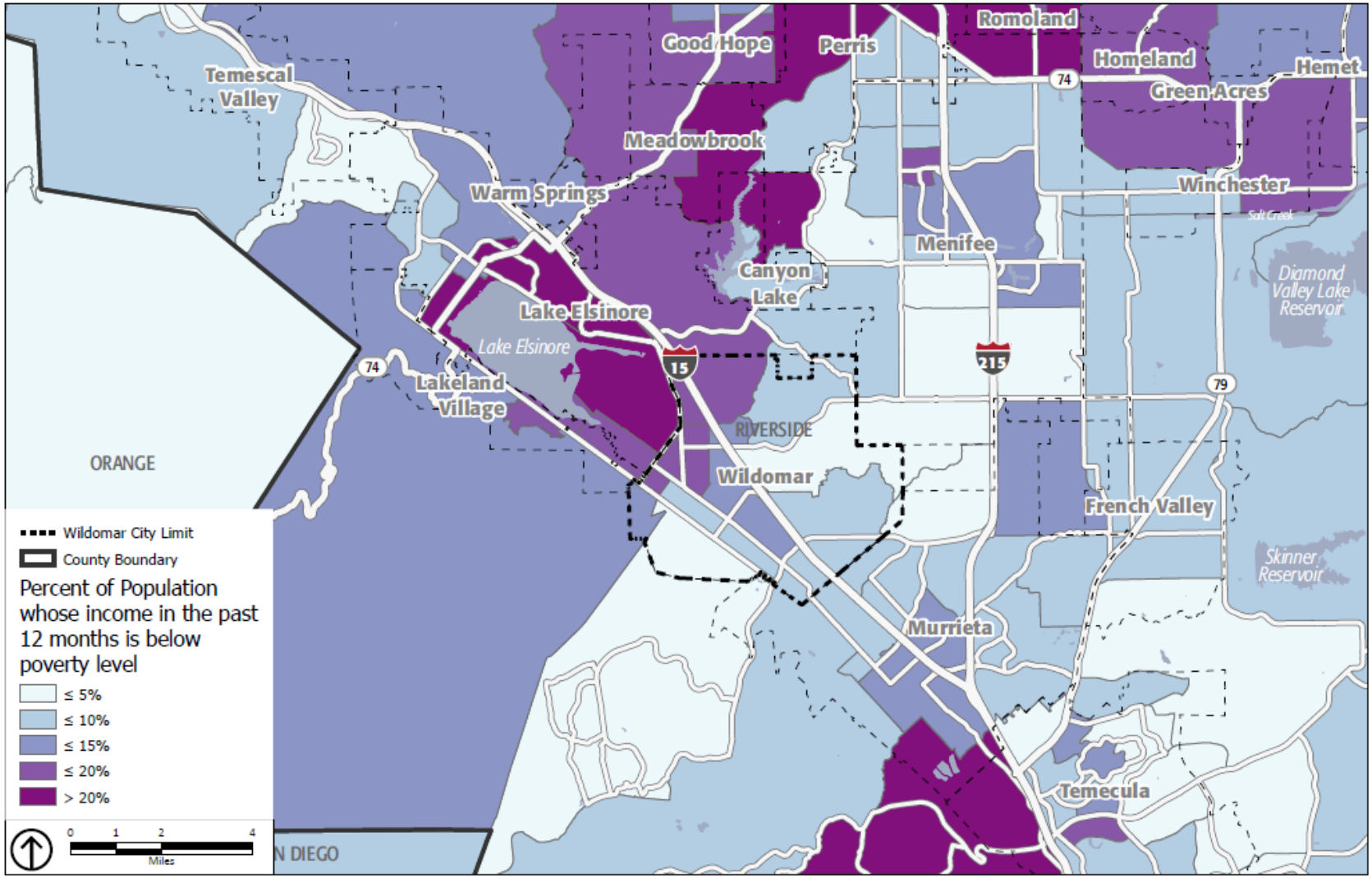

Source: TCAC/HCD, 2020.

**FIGURE HNA-4: DIVERSITY INDEX**



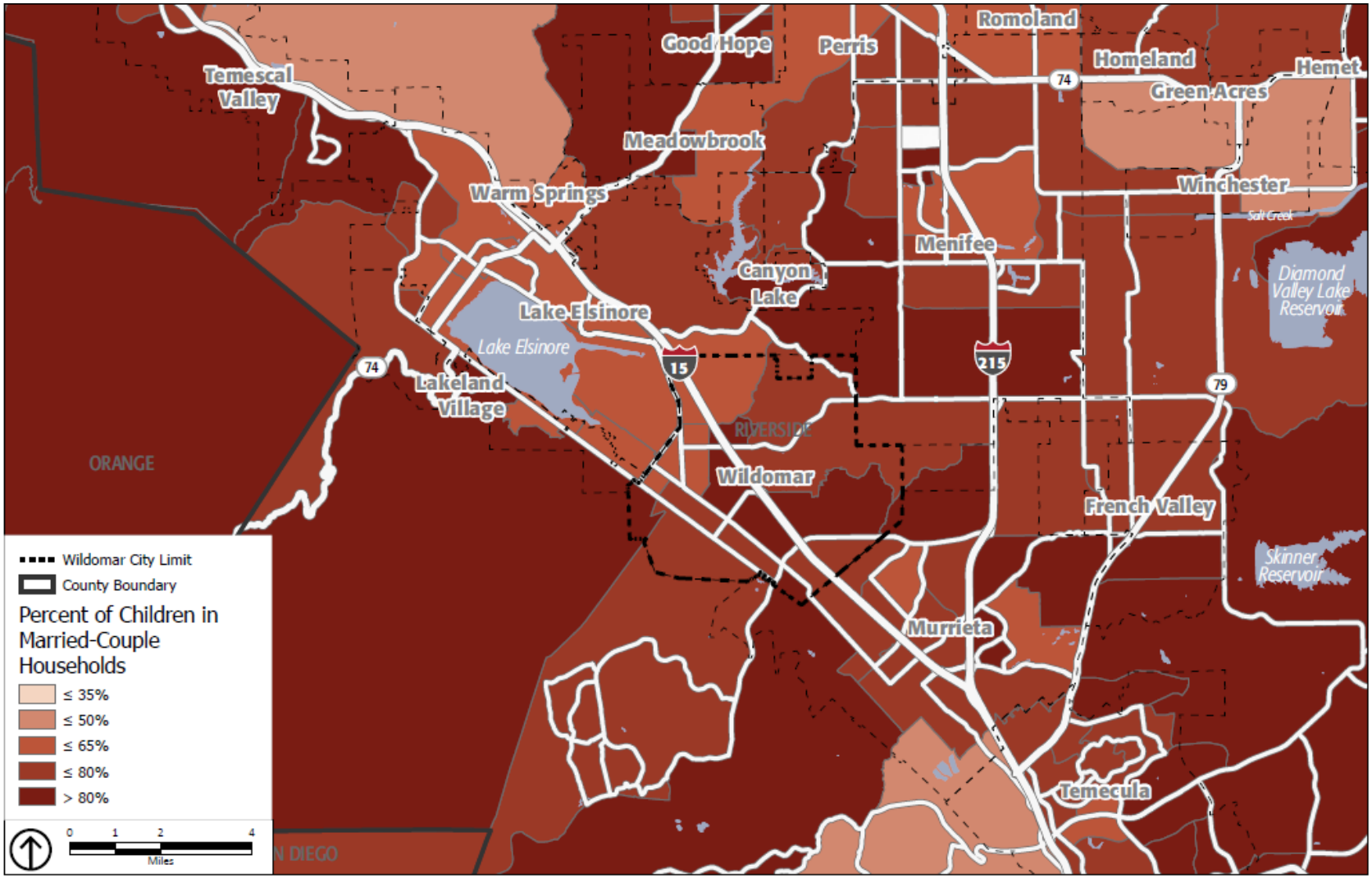

Source: Esri, 2018.

## FIGURE HNA-5: POVERTY STATUS



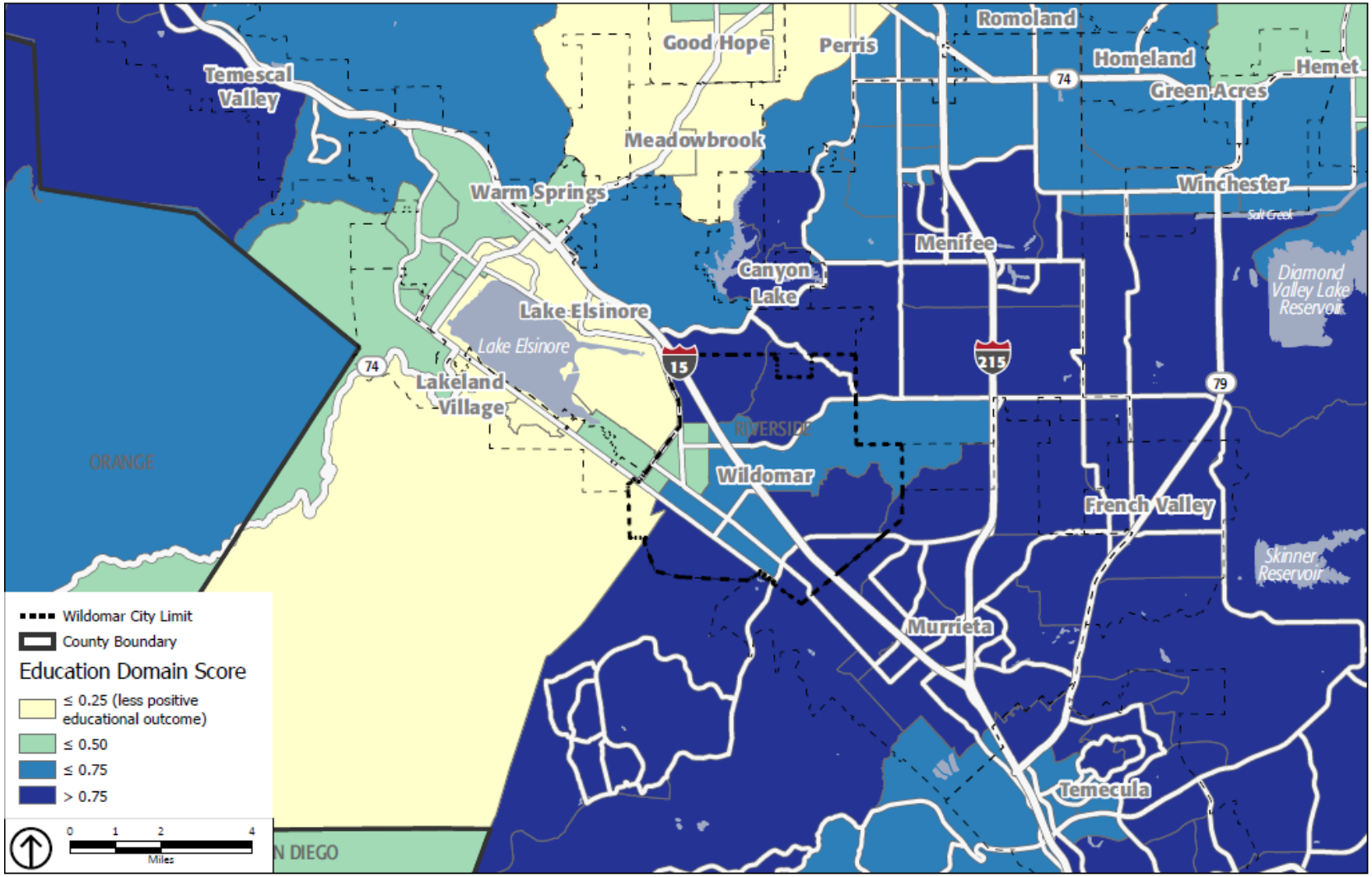

Source: ACS 5-year estimate (2015-2019), by tract.

## FIGURE HNA-6: FAMILIAL STATUS



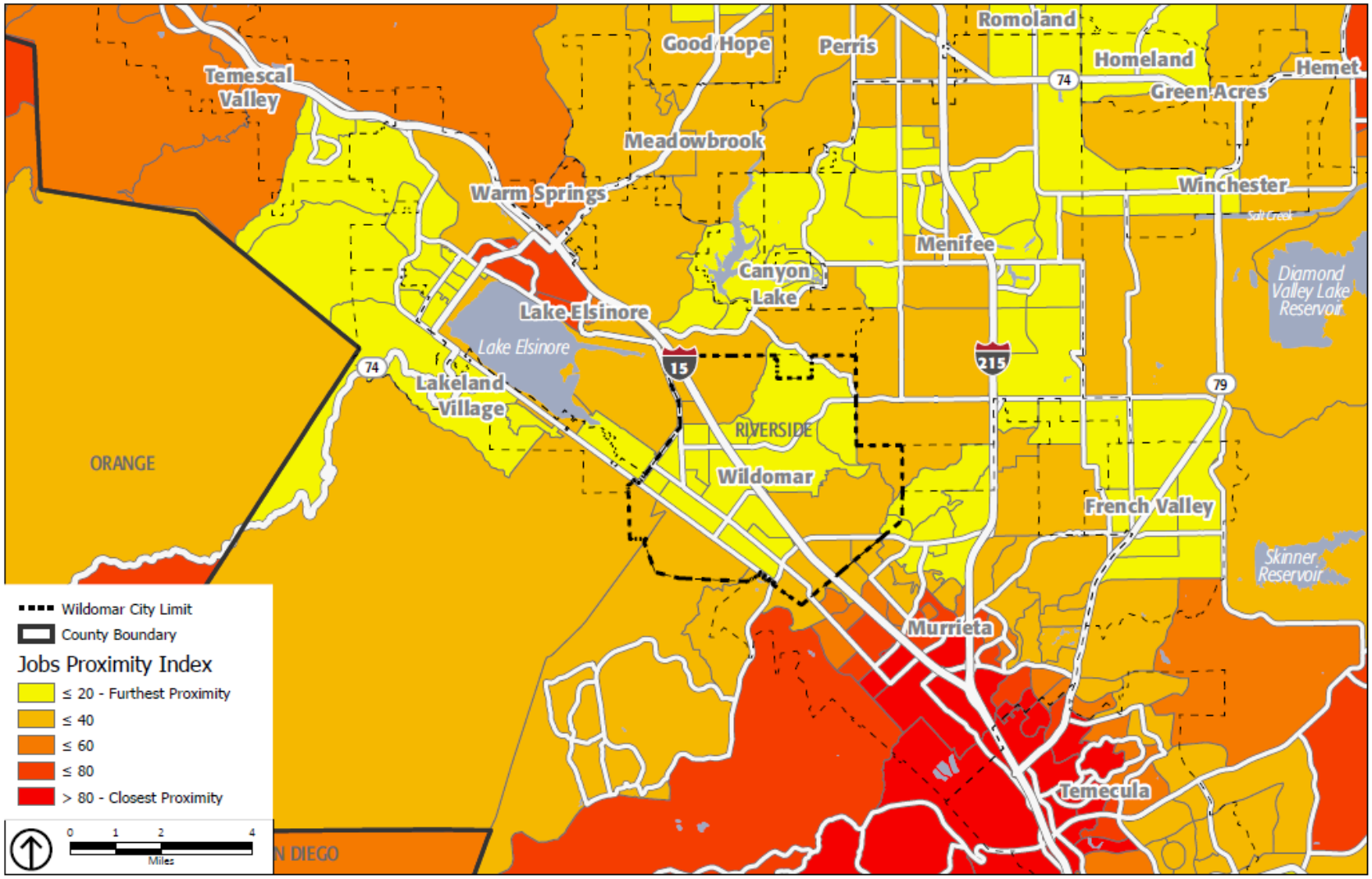

Source: ACS 5-year estimate (2015-2019), by tract.

## FIGURE HNA-7: EDUCATIONAL SCORE



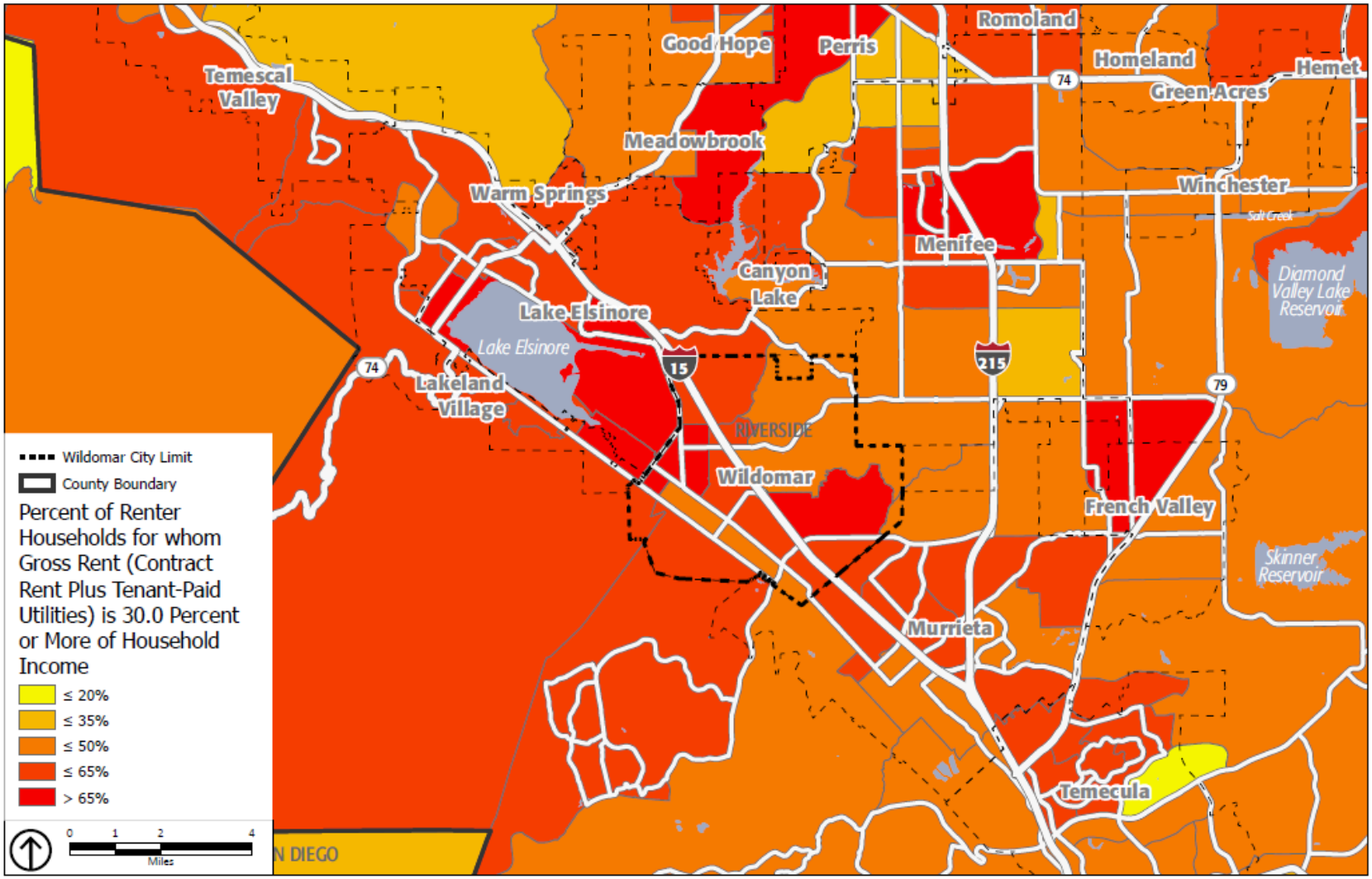

Source: TCAC/HCD, 2020.

**FIGURE HNA-8: PROXIMITY TO JOBS**



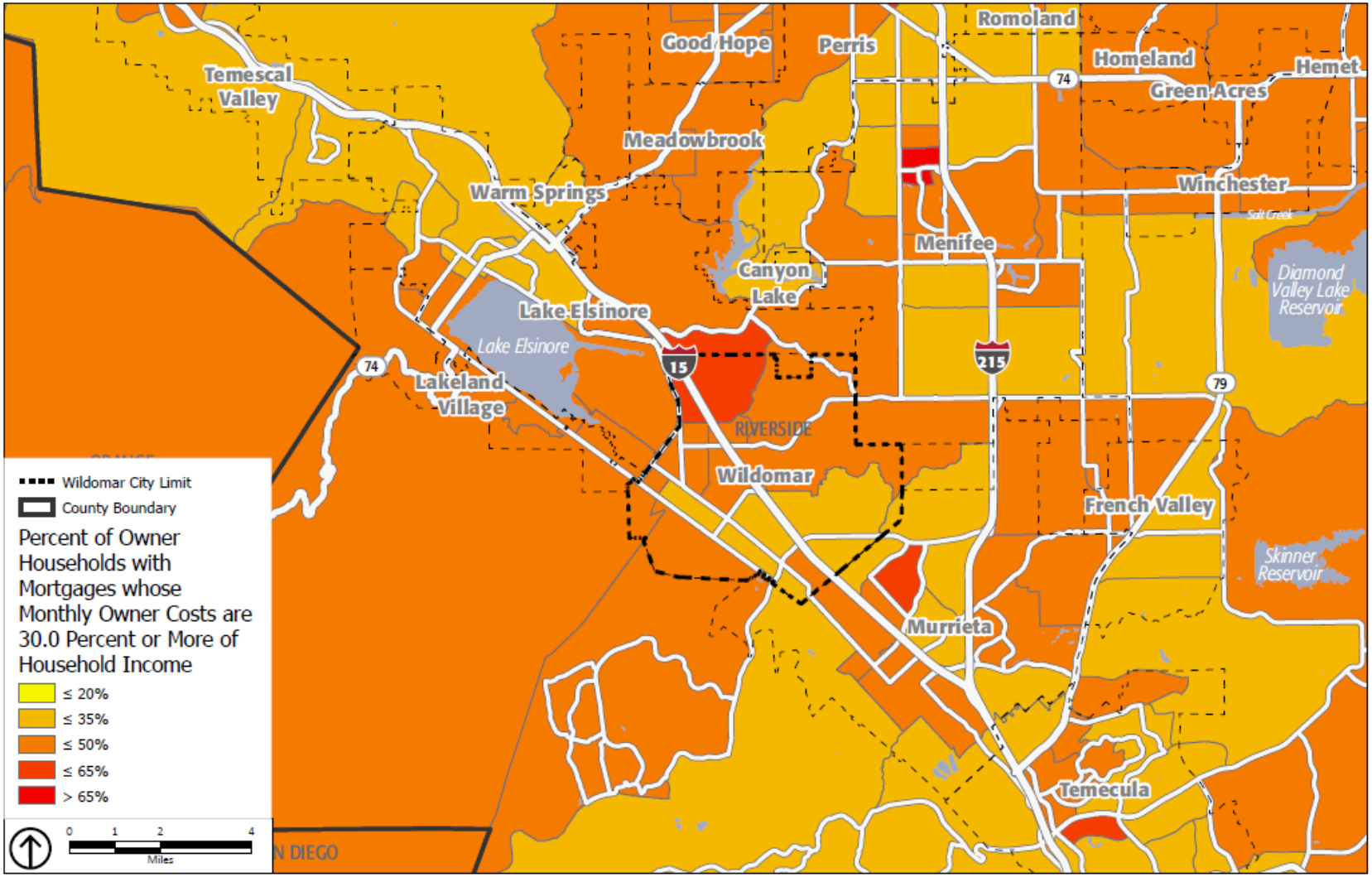

Source: HUD, 2014-2017.

## FIGURE HNA-9: RENTERS OVERPAYING FOR HOUSING




Source: ACS 5-year estimate (2015-2019), by block group.

**FIGURE HNA-10: HOMEOWNERS OVERPAYING FOR HOUSING**




Source: ACS 5-year estimate (2015-2019), by block group.

# HOUSING OPPORTUNITIES AND RESOURCES

This section includes an evaluation of the availability of land resources, the financial resources for future housing development, the City's ability to satisfy its share of the region's future housing needs, and the financial resources available to assist in implementing the City's housing programs. Additionally, this section examines opportunities for energy conservation.

## REGIONAL HOUSING NEED

The City of Wildomar falls under the jurisdiction of SCAG. SCAG is responsible for developing a Regional Housing Needs Plan (RHNP) allocating the region's share of the statewide housing needs to lower-level councils of governments, which then allocate the needs to cities and counties in the region. The RHNA is a minimum projection of additional housing units needed to accommodate projected household growth of all income levels by the end of the Housing Element's statutory planning period.

In March 2021, the SCAG Regional Council adopted the final 6th Cycle RHNA, which assigned 2,715 units across all income categories for the City of Wildomar, as shown in **Table HNA-20**. This allocation includes 399 extremely low-income units, 399 very low-income units, 450 low-income units, 434 moderate-income units, and 1,033 above moderate-income units.

### TABLE HNA-20: REGIONAL HOUSING NEED, 2021–2029

| Income Category | 2021-2029 RHNA |
|---|---|
| Extremely Low* | 399 |
| Very Low | 399 |
| Low | 450 |
| Moderate | 434 |
| Above Moderate | 1,033 |
| **Total** | **2,715** |

*Source: SCAG, 2021*
**Note: It is assumed that the extremely low-income unit need is 50 percent of the very low-income allocation.*

# AVAILABILITY OF LAND

To demonstrate the capacity to meet its 2021-2029 RHNA, the City compiled an inventory of adequate sites. The sites listed in **Table HNA-23** are currently available and will allow for the development of a variety of housing types that will potentially meet the needs of all income groups as allocated by SCAG for the 2021-2029 planning period.

The inventory must identify adequate sites that will be made available through appropriate zoning and development standards and with public services and facilities needed to facilitate and encourage the development of a variety of housing types for households of all income levels. The analysis of the relationship of suitable sites to zoning provides a means for determining the realistic number of dwelling units that could actually be constructed on those sites within the current planning period. The analysis also identifies the zoning districts the City believes can accommodate its share of the regional housing needs for all income levels.

## REALISTIC CAPACITY

The City considered and evaluated the implementation of its current multifamily development standards and on-site improvement requirements (e.g., setbacks, building height, parking, and open space requirements) which provided a realistic capacity of 80 percent. The City also looked at project examples to determine the appropriate realistic capacity. The City reviewed a project that includes 225 housing units on a 10.35 acre lot. This project has a land use designation of Very High Density Residential (VHDR), which allows for a maximum of 20 units per acre. Based on the allowable density and the acreage a maximum of 207 units would be permitted on this site. Therefore, the realistic capacity of this project is over 100 percent.

Although this project example shows that over 100 percent capacity could be assumed, the City took a conservative approach and assumed an 80 percent realistic capacity on solely residential sites. To determine the realistic capacity on mixed use sites, the City requires both residential and commercial uses to be developed on each site and requires that a minimum of 30 percent of the site capacity be used for residential uses. The City is assuming a mix of 30-percent and 50-percent residential will develop on the MUPA sites.

It should be noted that each parcel's density is determined by the land use designation and not the zoning. Therefore, all sites included in the inventory have been organized by land use designation and allocated to the category in which they will develop at maximum potential.

## ZONING TO ACCOMMODATE THE DEVELOPMENT OF HOUSING AFFORDABLE TO LOWER-INCOME HOUSEHOLDS

Housing Element law requires jurisdictions to provide a requisite analysis showing that zones identified for lower-income households are sufficient to encourage such development. The law provides two options for preparing the analysis: (1) describe market demand and trends, financial feasibility, and recent development experience; (2) utilize default density standards deemed adequate to meet the appropriate zoning test. According to state law, the default density standard for the City of Wildomar is 30 dwelling units per acre.

Land use designations of Highest-Density Residential (HHDR) and Mixed-Use Planning Area (MUPA) both allow at least 30 units per acre. HHDR allows for 20–40 units per acre and MUPA allows for at least 30 units per acre. In 2013, the City of Wildomar adopted Ordinance 85 which applied the Mixed-Use Overlay zone to all sites with the MUPA land use designation to ensure consistency, and affordable housing opportunities. The Mixed-Use Overlay zone falls under the development standards of the R-4 zoning district. Development standards can be found in Table HNA-28.

## ACCESSORY DWELLING UNIT POTENTIAL

California Government Code Section 65583.1(a) states that a town, city, or county may identify sites for ADU's based on the number of ADU's developed in the prior housing element planning period, whether the units are permitted by right, the need for ADU's in the community, the resources or incentives available for their development, and any other relevant factors. Based on recent changes in state law reducing the time to review and approve ADU applications, requiring ADU's that meet requirements be allowed by right, eliminating discretionary review for most ADU's, and removing other restrictions on ADU's, it is anticipated that the production of ADU's will increase in the 6th Cycle planning period.

The City issued permits for one ADU per year from 2015 to 2017 and two in 2019. This analysis assumes that the number of ADU applications and permits will increase slightly during the 2021-2029 projection period, averaging 1.4 ADU's per year, for a total of 11 ADU's during the planning period. To promote ADU's, the City has included **Program H-9.1** to comply with state law and make construction of ADU's feasible for more property owners.

To determine assumptions on ADU affordability in the SCAG region, SCAG conducted a regional analysis of existing ADU rents in April and June 2020. The analysis resulted in affordability assumptions for Riverside County jurisdictions that allocate 57.6 percent of ADU's to lower-income households, 34.8 percent to moderate-income households, and 7.7 percent to above moderate-income households. Affordability of

ADU's projected to be built within the city during the planning period were based on the SCAG analysis. Of the 11 ADU's projected to be built, it is estimated that 6 will be for lower-income households, 4 for moderate-income households, and one for above moderate-income households.

## PROPOSED PROJECT

In January 2021, Palm Communities, Inc. submitted to the City an SB 330 Pre-Application Review (PAR) for a 225-unit affordable housing project (Tres Lagos) on a 10.35 acre site located at the SEC of Catt Road and Arnett Road. A formal SB 35 application was submitted in May 2021. The proposed project includes 180 housing units affordable to lower income households, 42 units affordable to moderate-income households, and three manager units (**Table HNA-21**). The funding for this project is still pending but the project will be 100 percent affordable. Once funding is secured the affordability breakdown for the lower income units will be determined.

It should also be noted, sites TL-1 through TL – 5 were originally purchased by Riverside County in 2007 using redevelopment funds. These sites have a covenant agreement that contains affordability restrictions for any project on these sites. Units must be affordable to very low-, low-, a moderate household for a 55-year timeframe.

### TABLE HNA-21: PROPOSED PROJECT

| Site # | APN | Zoning | GP Land Use | Acreage | GP Density | Proposed Units |
|---|---|---|---|---|---|---|
| TL-1 | 380100008 | R-3 | VHDR | 1.82 | 20 | **225 units:**<br>180 low-income units<br>42 moderate-income units<br>3 above moderate-income units |
| TL-2 | 380100009 | R-3 | VHDR | 1.89 | 20 | |
| TL-3 | 380100010 | R-3 | VHDR | 1.9 | 20 | |
| TL-4 | 380100011 | R-3 | VHDR | 1.87 | 20 | |
| TL-5 | 380100012 | R-3 | VHDR | 2.85 | 20 | |

*Source: City of Wildomar, 2021*
*Sites TL-1 through TL-5 are also listed in Table HNA – 24 as sites 25 through 29. Capacity is only accounted for in Table HNA- 21.*

## SITE INVENTORY

**Table HNA-22** compares the City of Wildomar's RHNA to the site inventory capacity. **Table HNA-23** and **Table HNA-24** provide the characteristics of the available sites for the development of single-family homes and multifamily units. **Figure HNA-11** provides a Land Inventory Map showing all the available sites within the city. **Figures HNA-12** through **HNA-15** provide a close-up of each of the four quadrants of the city, again showing the available sites. The city has many sites available for the development of housing affordable to all income levels (**Table HNA-23** and **Table HNA-24**). Although some of the sites listed do not include parcel-specific information, the sites with parcel-specific data provide enough capacity to meet the above-moderate RHNA.

Note: The City's first adopted Housing Element was 2013-2021; therefore, no sites have been included in the inventory for two cycles.

### TABLE HNA-22: COMPARISON OF REGIONAL HOUSING NEED AND RESIDENTIAL SITES

| Income Group | 2021-2029 RHNA | Vacant Site Capacity | MUPA Capacity | Pending Project | Projected ADU's | Unit Surplus |
|---|---|---|---|---|---|---|
| Extremely Low | 399 | 621 | 588 | 180 | 6 | 147 |
| Very Low | 399 | | | | | |
| Low | 450 | | | | | |
| Moderate | 434 | 533 | | 42 | 4 | 103 |
| Above Moderate | 1,033 | 2,062 | | 3 | 1 | 1,030 |
| **Total** | **2,715** | **3,216** | **588** | **225** | **11** | **1,280** |

*Source: City of Wildomar, SCAG, 2021*

### Large Sites

To facilitate the development of affordable housing on parcels 50 to 150 units in size, the City will routinely give high priority to processing subdivision maps that include affordable housing units. Also, an expedited review process is available for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, applicable Specific Plan, and master environmental impact report. Through adoption of these mechanisms, the City can provide adequate sites to accommodate its share of the region's housing needs (**Program H-1.2**).

## TABLE HNA-23: LAND INVENTORY – VACANT MIXED-USE SITES

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | 30% Unit Potential | 50% Unit Potential | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 376190001 | R-R/MU Overlay | MUPA | Intersection of Baxter Road and Wildomar Trail | 2.99 | 30 | 26 | | Vacant Assumes 30% MUPA | Lower |
| 2 | 380160005 | C-1/C-P/MU Overlay | MUPA | Intersection of Grand Avenue and Clinton Keith Road | 1.74 | 30 | | 26 | Vacant Assumes 50% MUPA | Lower |
| 3 | 380160009 | C-1/C-P/MU Overlay | MUPA | Adjacent to 23072 Rancho Mirlo Road | 3.48 | 30 | | 52 | Vacant Assumes 50% MUPA | Lower |
| 4 | 376410021 | C-P-S/MU Overlay | MUPA | 23980 Catt Road | 1.6 | 30 | 14 | | Vacant Assumes 30% MUPA | Lower |
| 5 | 380160006 | C-1/C-P/MU Overlay | MUPA | Intersection of Grand Avenue and Clinton Keith Road | 1.54 | 30 | | 23 | Vacant Assumes 50% MUPA | Lower |
| 6 | 380160004 | C-1/C-P/MU Overlay | MUPA | Intersection of Grand Avenue and Clinton Keith Road | 3.73 | 30 | | 56 | Vacant Assumes 50% MUPA | Lower |
| 7 | 376410017 | C-P-S/MU Overlay | MUPA | 23940 Catt Road | 2.4 | 30 | 21 | | Vacant Assumes 30% MUPA | Lower |
| 8 | 380160007 | C-1/C-P/MU Overlay | MUPA | Intersection of Grand Avenue and Clinton Keith Road | 4.46 | 30 | | 66 | Vacant Assumes 50% MUPA | Lower |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | 30% Unit Potential | 50% Unit Potential | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|---|
| 9 | 367050068 | R-R/MU Overlay | MUPA | Intersection of Canyon Drive and Mission Trail | 6.48 | 30 | 58 | | Vacant Assumes 30% MUPA | Lower |
| 10 | 380160003 | C-1/C-P/MU Overlay | MUPA | Intersection of Grand Avenue and Clinton Keith Road | 4.83 | 30 | | 73 | Vacant Assumes 50% MUPA | Lower |
| 11 | 376410016 | C-P-S/MU Overlay | MUPA | 29400 Catt Road | 2.51 | 30 | 22 | | Vacant Assumes 30% MUPA | Lower |
| 12 | 362250029 | R-R/MU Overlay | MUPA | Adjacent to 35760 Iodine Springs Road | 2.63 | 30 | 23 | | Vacant Assumes 30% MUPA | Lower |
| 13 | 380160008 | C-1/C-P/MU Overlay | MUPA | Adjacent to 23072 Rancho Mirlo Road | 3.65 | 30 | | 54 | Vacant Assumes 50% MUPA | Lower |
| 14 | 367050064 | R-R/MU Overlay | MUPA | Intersection of Walnut Street and Mission Trail | 5.84 | 30 | 52 | | Vacant Assumes 30% MUPA | Lower |
| 15 | 376410015 | C-P-S/MU Overlay | MUPA | 24850 Catt Road | 2.46 | 30 | 22 | | Vacant Assumes 30% MUPA | Lower |
| **Total** | | | | | **50.34** | **---** | **238** | **350** | | |

*Source: City of Wildomar 2021*

*Notes: All sites included in the land inventory have water and sewer available and no known site constraints exist unless listed.*
*All Sites included were rezoned as a part of the 5th cycle Housing Element update process.*

[1] *A mix of 30% and 50% capacity is assumed for mixed-use sites.*

## TABLE HNA-24: LAND INVENTORY – VACANT RESIDENTIAL SITES

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| Highest-Density Residential (HHDR; 20–40 du/acre) *assumes 30 du/acre | | | | | | | | | |
| 16 | 380220002 | R-4 | HHDR | Gateway Drive | 5.06 | 20-40 | 121 | Vacant | Lower |
| 17 | 370400009 | R-4 | HHDR | Adjacent to 32700 Corydon St | 4.99 | 20-40 | 119 | Vacant | Lower |
| 18 | 380270013 | R-4 | HHDR | Gateway Drive | 5.91 | 20-40 | 141 | Vacant | Lower |
| 19 | 380250019 | R-3 | HHDR | Intersection of Yamas Drive and Prielipp Road | 10 | 20-40 | 240 | Vacant | Lower |
| | | | | **Total** | **25.96** | | **621** | | |
| Very High-Density Residential (VHDR; 14–20 du/acre) *assumes 20 du/acre | | | | | | | | | |
| 20 | 365113013 | R-R | VHDR | Intersection of Tokay Boulevard and Wildomar Road | 0.12 | 20 | 2 | Vacant | Moderate |
| 21 | 365093001 | R-R | VHDR | 32505 Crescent Avenue | 0.1 | 20 | 2 | Vacant | Moderate |
| 22 | 365113014 | R-R | VHDR | Intersection of Tokay Boulevard and Wildomar Road | 0.14 | 20 | 2 | Vacant | Moderate |
| 23 | 365062011 | R-R | VHDR | Intersection of Elberta Road and Mission Trail | 0.83 | 20 | 13 | Vacant | Moderate |
| 24 | 365053009 | R-R | VHDR | 32394 Valley View Avenue | 0.2 | 20 | 3 | Vacant | Moderate |
| | | | | **Total** | **1.39** | | **22** | | |
| Very High Density Residential (VHDR; 14–20 du/acre) *assumes 20 du/acre | | | | | | | | | |
| 25 | 380100008 | R-3 | VHDR | 23345 Catt Road | 1.82 | 20 | Proposed Affordable Project. Refer to Table HNA-21 for unit count and income breakdown | | |
| 26 | 380100009 | R-3 | VHDR | 23365 Catt Road | 1.89 | 20 | | | |
| 27 | 380100010 | R-3 | VHDR | 23385 Catt Road | 1.9 | 20 | | | |
| 28 | 380100011 | R-3 | VHDR | Adjacent to 23385 Catt Road | 1.87 | 20 | | | |
| 29 | 380100012 | R-3 | VHDR | 36101 Fox Ridge Lane | 2.85 | 20 | | | |
| | | | | **Total** | 10.33 | | 225 | | |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| Medium High-Density Residential (MHDR; 5-8 du/acre) | | | | | | | | | |
| 30 | 380170012 | R-R | MHDR | Adjacent to 32600 Watkins Circle | 1.19 | 8 | 8 | Vacant | Moderate |
| 31 | 380290017 | R-R | MHDR | Adjacent to 24964 Prielipp Road | 2.59 | 8 | 17 | Vacant | Moderate |
| 32 | 380160002 | R-R | MHDR | Intersection of Grand Avenue and Clinton Keith Road | 1.94 | 8 | 12 | Vacant | Moderate |
| 33 | 380270015 | R-R | MHDR | 23475 Jefferson Avenue | 1.32 | 8 | 8 | Vacant | Moderate |
| 34 | 365161005 | R-R | MHDR | 32960 Mesa Drive | 0.14 | 8 | 1 | Vacant | Moderate |
| 35 | 380170005 | R-R | MHDR | Adjacent to 22871 Palomar Street | 5.14 | 8 | 33 | Vacant | Moderate |
| 36 | 376060028 | R-R | MHDR | Adjacent to 21405 Como Street | 3.75 | 8 | 24 | Vacant | Moderate |
| 37 | 380170008 | R-R | MHDR | Adjacent to 32650 Watkins Circle | 2.2 | 8 | 14 | Vacant | Moderate |
| 38 | 380270017 | R-R | MHDR | Gateway Drive | 1.2 | 8 | 8 | Vacant | Moderate |
| 39 | 380220003 | R-R | MHDR | Adjacent to 42002 Kodiak Court | 25.9 | 8 | 166 | Vacant | Moderate |
| 40 | 380290026 | R-R | MHDR | 24985 Cheyenne Circle | 2.75 | 8 | 18 | Vacant | Moderate |
| 41 | 380170004 | R-R | MHDR | Intersection of Robin Scott Road and Palomar Street | 1.05 | 8 | 7 | Vacant | Moderate |
| 42 | 366330009 | R-T | MHDR | Adjacent to 21482 Waite Street | 8.01 | 8 | 51 | Vacant | Moderate |
| 43 | 380170003 | R-R | MHDR | Intersection of Robin Scott Road and Palomar Street | 1.25 | 8 | 8 | Vacant | Moderate |
| 44 | 380290016 | R-R | MHDR | Adjacent to 24964 Prielipp Road | 1.98 | 8 | 13 | Vacant | Moderate |
| 45 | 367110007 | R-3 | MHDR | 22621 Bundy Canyon Road | 7.16 | 8 | 46 | Vacant | Moderate |
| 46 | 367110007 | R-1 | MHDR | 22621 Bundy Canyon Road | 1.93 | 8 | 12 | Vacant | Moderate |
| 47 | 367110008 | R-3 | MHDR | Intersection of Monte Vista Drive and Bundy Canyon Road | 6.27 | 8 | 40 | Vacant | Moderate |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| 48 | 367110008 | R-1 | MHDR | Intersection of Monte Vista Drive and Bundy Canyon Road | 1.16 | 8 | 7 | Vacant | Moderate |
| 49 | 367110008 | R-5 | MHDR | Intersection of Monte Vista Drive and Bundy Canyon Road | 1.2 | 8 | 8 | Vacant | Moderate |
| 50 | 366024010 | R-R | MHDR | 33130 Wildomar Road | 1.5 | 8 | 10 | Vacant | Moderate |
| | | | | **Total** | **79.63** | | **511** | | |
| Medium-Density Residential (MDR; 2-5 du/acre) | | | | | | | | | |
| 51 | 376410002 | R-R | MDR | Intersection of Glazebrook Road and Depasquale Road | 9.76 | 5 | 39 | Vacant | Above Moderate |
| 52 | 380110006 | R-1 | MDR | 36211 Stable Lane Way | 5.6 | 5 | 22 | Vacant | Above Moderate |
| 53 | 376471009 | R-1 | MDR | Intersection of Depasquale Road and Wildomar Trail | 2.71 | 5 | 11 | Vacant | Above Moderate |
| 54 | 366120041 | R-R | MDR | Intersection of Grape Street and Lemon Street | 1.22 | 5 | 5 | Vacant | Above Moderate |
| 55 | 380110005 | R-1 | MDR | 36210 Stable Lane Way | 4.63 | 5 | 19 | Vacant | Above Moderate |
| 56 | 380032037 | R-1 | MDR | Adjacent to 21916 Amethyst Street | 1.38 | 5 | 6 | Vacant | Above Moderate |
| 57 | 380080009 | R-1 | MDR | 22425 Palomar Street | 5.43 | 5 | 22 | Vacant | Above Moderate |
| 58 | 380210006 | M-SC | MDR | Starbuck Circle | 4.79 | 5 | 19 | Vacant | Above Moderate |
| 59 | 376350007 | R-R | MDR | Adjacent to 23660 Peggy Lane | 2.51 | 5 | 10 | Vacant | Above Moderate |
| 60 | 362130002 | R-T | MDR | Pumpkin Patch Road | 53.16 | 5 | 213 | Vacant | Above Moderate |
| 61 | 380080008 | R-1 | MDR | 22425 Palomar Street | 5.27 | 5 | 21 | Vacant | Above Moderate |
| 62 | 362090015 | R-1 | MDR | Intersection of Harvest Way and Bundy Canyon Road | 15.6 | 5 | 62 | Vacant | Above Moderate |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| 63 | 366050003 | R-R | MDR | Adjacent to 21403 Vine Street | 3.79 | 5 | 15 | Vacant | Above Moderate |
| 64 | 380050011 | R-1 | MDR | Adjacent to 21940 Palomar Street | 3.23 | 5 | 13 | Vacant | Above Moderate |
| 65 | 380050012 | R-R | MDR | Adjacent to 21940 Palomar Street | 2.77 | 5 | 11 | Vacant | Above Moderate |
| 66 | 380200001 | R-R | MDR | Adjacent to 23124 Wing Elm Circle | 7.5 | 5 | 30 | Vacant | Above Moderate |
| 67 | 380210015 | R-1 | MDR | 23351 Palomar Street | 4.85 | 5 | 19 | Vacant | Above Moderate |
| 68 | 362090009 | R-1 | MDR | Intersection of The Farm Road and Bundy Canyon Road | 1.14 | 5 | 5 | Vacant | Above Moderate |
| 69 | 362070013 | R-1 | MDR | Adjacent to 33240 Homestead Lane | 8.98 | 5 | 36 | Vacant | Above Moderate |
| 70 | 376410003 | R-R | MDR | Intersection of Glazebrook Road and Susan Drive | 10.05 | 5 | 40 | Vacant | Above Moderate |
| 71 | 380060008 | R-5 | MDR | 22060 Grand Avenue | 3.45 | 5 | 14 | Vacant | Above Moderate |
| 72 | 380060008 | R-1 | MDR | 22060 Grand Avenue | 14.34 | 5 | 57 | Vacant | Above Moderate |
| 73 | 368030043 | C-1/C-P | MDR | Adjacent to 34915 Mission Trail | 1.35 | 5 | 5 | Vacant | Above Moderate |
| 74 | 362671036 | R-1 | MDR | Intersection of Country Park Drive and Butchart Street | 1.16 | 5 | 5 | Vacant | Above Moderate |
| 75 | 366320028 | R-R | MDR | Bundy Canyon Road | 1.37 | 5 | 5 | Vacant | Above Moderate |
| 76 | 366280032 | R-R | MDR | 22183 Waite Street | 0.56 | 5 | 2 | Vacant | Above Moderate |
| 77 | 376350005 | R-R | MDR | Adjacent to 35321 Susan Drive | 1.9 | 5 | 8 | Underutilized | Above Moderate |
| 78 | 382320019 | R-1 | MDR | Adjacent to 21745 Grand Avenue | 4.7 | 5 | 19 | Underutilized | Above Moderate |
| 79 | 368030033 | R-R | MDR | Adjacent to 20550 Palomar Street | 1.03 | 5 | 4 | Vacant | Above Moderate |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| 80 | 376350019 | R-R | MDR | Adjacent to Ronald Reagan Elementary | 2.79 | 5 | 11 | Vacant | Above Moderate |
| 81 | 380210004 | R-1 | MDR | 23235 Palomar Street | 5.25 | 5 | 21 | Vacant | Above Moderate |
| 82 | 362581030 | R-1 | MDR | 24755 La Estrella Street | 1.3 | 5 | 5 | Vacant | Above Moderate |
| 83 | 362240033 | R-R | MDR | Adjacent to 35541 Salida de Sol | 3.64 | 5 | 15 | Vacant | Above Moderate |
| 84 | 380191022 | R-1 | MDR | 32280 White Spruce Court | 3.48 | 5 | 14 | Vacant | Above Moderate |
| 85 | 366070007 | R-R | MDR | Adjacent to 33401 Orchard Street | 1.86 | 5 | 7 | Vacant | Above Moderate |
| 86 | 366050002 | R-R | MDR | Adjacent to 21251 Vine Street | 4.65 | 5 | 19 | Vacant | Above Moderate |
| 87 | 380370034 | R-1 | MDR | Mustang Spirit Lane | 6.93 | 5 | 28 | Vacant | Above Moderate |
| 88 | 376330017 | R-R | MDR | Adjacent to Donald Graham Elementary School | 3.3 | 5 | 13 | Vacant | Above Moderate |
| 89 | 380130009 | R-R | MDR | Adjacent to 22590 Palomar Street | 1.99 | 5 | 8 | Vacant | Above Moderate |
| 90 | 362140040 | R-T | MDR | 24920 Butterchurn Road | 36.62 | 5 | 146 | Vacant | Above Moderate |
| 91 | 362080009 | R-1 | MDR | Intersection of Harvest Way E and Bundy Canyon Road | 2.65 | 5 | 11 | Vacant | Above Moderate |
| 92 | 367210018 | R-R | MDR | Adjacent to 35440 Via Carnaghi Lane | 15.34 | 5 | 61 | Vacant | Above Moderate |
| 93 | 376330003 | R-R | MDR | Adjacent to Donald Graham Elementary School | 1.37 | 5 | 5 | Vacant | Above Moderate |
| 94 | 362651038 | R-T | MDR | Intersection of Edmiston Road and Sunset Avenue | 1.88 | 5 | 8 | Vacant | Above Moderate |
| 95 | 362690022 | R-5 | MDR | Intersection of David Lane and Via Sarah | 2.31 | 5 | 9 | Vacant | Above Moderate |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| 96 | 362681040 | R-1 | MDR | Intersection of Smith Ranch Road and Clinton Keith Road | 7.82 | 5 | 31 | Vacant | Above Moderate |
| 97 | 380140001 | R-1 | MDR | 22459 Palomar Street | 3.54 | 5 | 14 | Vacant | Above Moderate |
| 98 | 366060029 | R-R | MDR | Adjacent to 21345 Apricot Lane | 1.24 | 5 | 5 | Vacant | Above Moderate |
| 99 | 376170001 | R-R | MDR | Adjacent to 31950 Central Street | 1.07 | 5 | 4 | Vacant | Above Moderate |
| 100 | 362240005 | R-R | MDR | Intersection of Trig Road and La Estrella Street | 6.58 | 5 | 26 | Vacant | Above Moderate |
| 101 | 362330024 | R-T | MDR | Plowshare Road | 1.21 | 5 | 5 | Vacant | Above Moderate |
| 102 | 380160018 | R-1 | MDR | 23491 Washington Avenue | 11.28 | 5 | 45 | Vacant | Above Moderate |
| 103 | 380160018 | W-1 | MDR | 23491 Washington Avenue | 3.61 | 5 | 14 | Vacant | Above Moderate |
| 104 | 376043027 | R-R | MDR | Adjacent to 32722 Gruwell Street | 4.04 | 5 | 16 | Vacant | Above Moderate |
| 105 | 376350017 | R-R | MDR | 35360 Susan Drive | 6.89 | 5 | 28 | Vacant | Above Moderate |
| 106 | 380350035 | R-1 | MDR | Horseshoe Court | 10.3 | 5 | 41 | Vacant | Above Moderate |
| 107 | 382320017 | R-R | MDR | West of 21745 Grand Avenue | 3.73 | 5 | 15 | Vacant | Above Moderate |
| 108 | 362240032 | R-1 | MDR | 35735 Iodine Springs Road | 2.57 | 5 | 10 | Vacant | Above Moderate |
| 109 | 380060007 | R-5 | MDR | Northeast of intersection of Leslie Street and Grand Avenue | 1.59 | 5 | 6 | Vacant | Above Moderate |
| 110 | 380060007 | R-1 | MDR | Northeast of intersection of Leslie Street and Grand Avenue | 16.62 | 5 | 66 | Vacant | Above Moderate |
| 111 | 362080007 | R-1 | MDR | Northeast of intersection of Leslie Street and Grand Avenue | 1.12 | 5 | 4 | Vacant | Above Moderate |
| 112 | 380200002 | R-R | MDR | Adjacent to 23190 Palomar Street | 3.62 | 5 | 14 | Vacant | Above Moderate |
| 113 | 376350010 | R-R | MDR | Adjacent to 23485 Peggy Lane | 3.22 | 5 | 13 | Vacant | Above Moderate |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| 114 | 366300001 | R-R | MDR | Adjacent to 22301 Lemon Street | 2.98 | 5 | 12 | Vacant | Above Moderate |
| 115 | 366280022 | R-1 | MDR | Intersection of Waite Street and Cherry Street | 2.34 | 5 | 9 | Vacant | Above Moderate |
| 116 | 382320018 | R-1 | MDR | Southwest of intersection of Cameo Lane and Coral Rock Lane | 4.31 | 5 | 17 | Vacant | Above Moderate |
| 117 | 370330017 | R-R | MDR | 32397 Hallie Street | 1.03 | 5 | 4 | Vacant | Above Moderate |
| 118 | 362720048 | R-1 | MDR | Portica Court | 1.82 | 5 | 7 | Vacant | Above Moderate |
| 119 | 362180043 | R-5 | MDR | West of intersection of Via Sarah and Cornucopia Way | 18.83 | 5 | 75 | Vacant | Above Moderate |
| 120 | 380210008 | R-1 | MDR | 23249 Palomar Street | 9.33 | 5 | 37 | Vacant | Above Moderate |
| 121 | 380210008 | W-1 | MDR | 23249 Palomar Street | 1.22 | 5 | 5 | Vacant | Above Moderate |
| 122 | 367140008 | R-R | MDR | Northeast of Cornerstone Christian School | 10.19 | 5 | 41 | Vacant | Above Moderate |
| 123 | 362190008 | R-T | MDR | Hayfield Circle | 1.97 | 5 | 8 | Vacant | Above Moderate |
| 124 | 366260012 | R-R | MDR | Adjacent to 22101 Lemon Street | 1.25 | 5 | 5 | Vacant | Above Moderate |
| 125 | 376470010 | R-1 | MDR | Intersection of Depasquale Road and Poplar Crest Road | 1.74 | 5 | 7 | Vacant | Above Moderate |
| 126 | 362080008 | R-1 | MDR | Northeast of 33310 Homestead Lane | 4.76 | 5 | 19 | Vacant | Above Moderate |
| 127 | 362240008 | R-R | MDR | Adjacent to 35532 Iodine Springs Road | 6.96 | 5 | 28 | Vacant | Above Moderate |
| 128 | 380040007 | R-R | MDR | Adjacent to 22053 Palomar Street | 5.68 | 5 | 23 | Vacant | Above Moderate |
| 129 | 362341019 | R-T | MDR | Hayrake Circle | 1.94 | 5 | 8 | Vacant | Above Moderate |
| 130 | 376132001 | R-R | MDR | 21615 Front Street | 1.41 | 5 | 6 | Vacant | Above Moderate |

| Site # | APN | Zoning | GP Land Use | Address | Acreage | GP Density | Realistic Capacity | Site Status[1] | Accommodating RHNA |
|---|---|---|---|---|---|---|---|---|---|
| 131 | 368080032 | R-1-11000 | MDR | 32625 Cert Street | 3.03 | 5 | 12 | Vacant | Above Moderate |
| 132 | 368080032 | R-A-20000 | MDR | 32625 Cert Street | 5.19 | 5 | 21 | Vacant | Above Moderate |
| 133 | 368080032 | R-1-8000 | MDR | 32625 Cert Street | 9.98 | 5 | 40 | Vacant | Above Moderate |
| 134 | 362713001 | R-5 | MDR | Intersection of Nutmeg Street and Via Sarah | 5.36 | 5 | 21 | Vacant | Above Moderate |
| 135 | 362620022 | R-1 | MDR | East of Devonshire Lane | 4.49 | 5 | 18 | Vacant | Above Moderate |
| 136 | 376350009 | R-R | MDR | North of Ronald Reagan Elementary | 19.8 | 5 | 79 | Vacant | Above Moderate |
| 137 | 380182003 | R-1 | MDR | 23068 Sweetbay Circle | 1.96 | 5 | 8 | Vacant | Above Moderate |
| 138 | 366060027 | R-R | MDR | 21340 Apricot Lane | 1.33 | 5 | 5 | Vacant | Above Moderate |
| 139 | 380210003 | R-1 | MDR | 23231 Palomar Road | 4.83 | 5 | 19 | Vacant | Above Moderate |
| 140 | 368030057 | C-1/C-P | MDR | 20580 Palomar Street | 3.13 | 5 | 13 | Vacant | Above Moderate |
| 141 | 376462035 | R-1 | MDR | Keane Court | 1.73 | 5 | 7 | Vacant | Above Moderate |
| 142 | 362240023 | R-1 | MDR | 35725 Iodine Springs Road | 2.43 | 5 | 10 | Vacant | Above Moderate |
| 143 | 380100005 | R-1 | MDR | 36160 Arnette Road | 3.26 | 5 | 13 | Vacant | Above Moderate |
| 144 | 368030030 | R-R | MDR | 32476 Bryant Street | 2.62 | 5 | 10 | Vacant | Above Moderate |
| | | | | **Total** | **516.54** | | **2,062** | | |

*Source: City of Wildomar 2021*

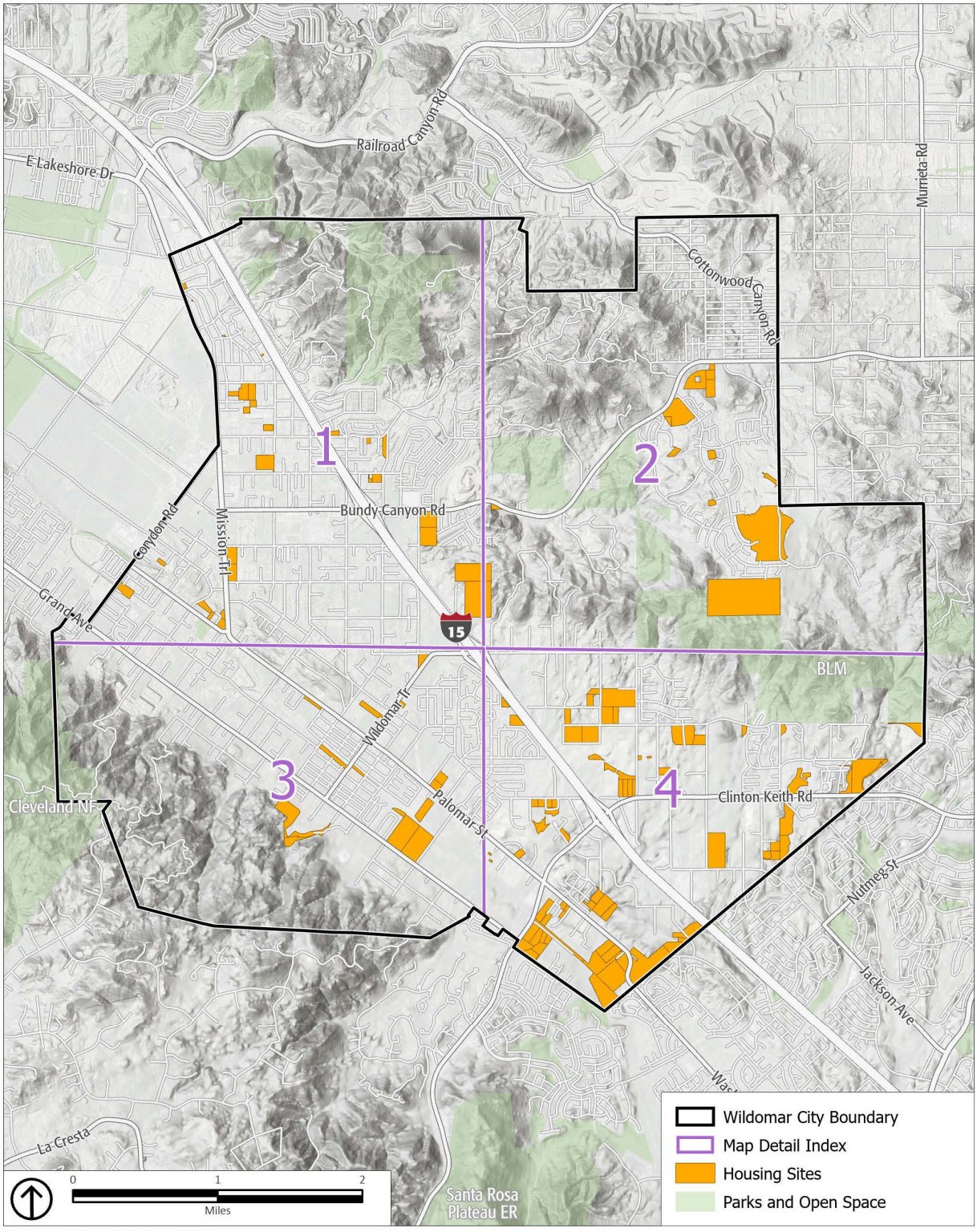
*Notes:*

*All sites included in the land inventory have water and sewer available and no known site constraints exist unless listed.*

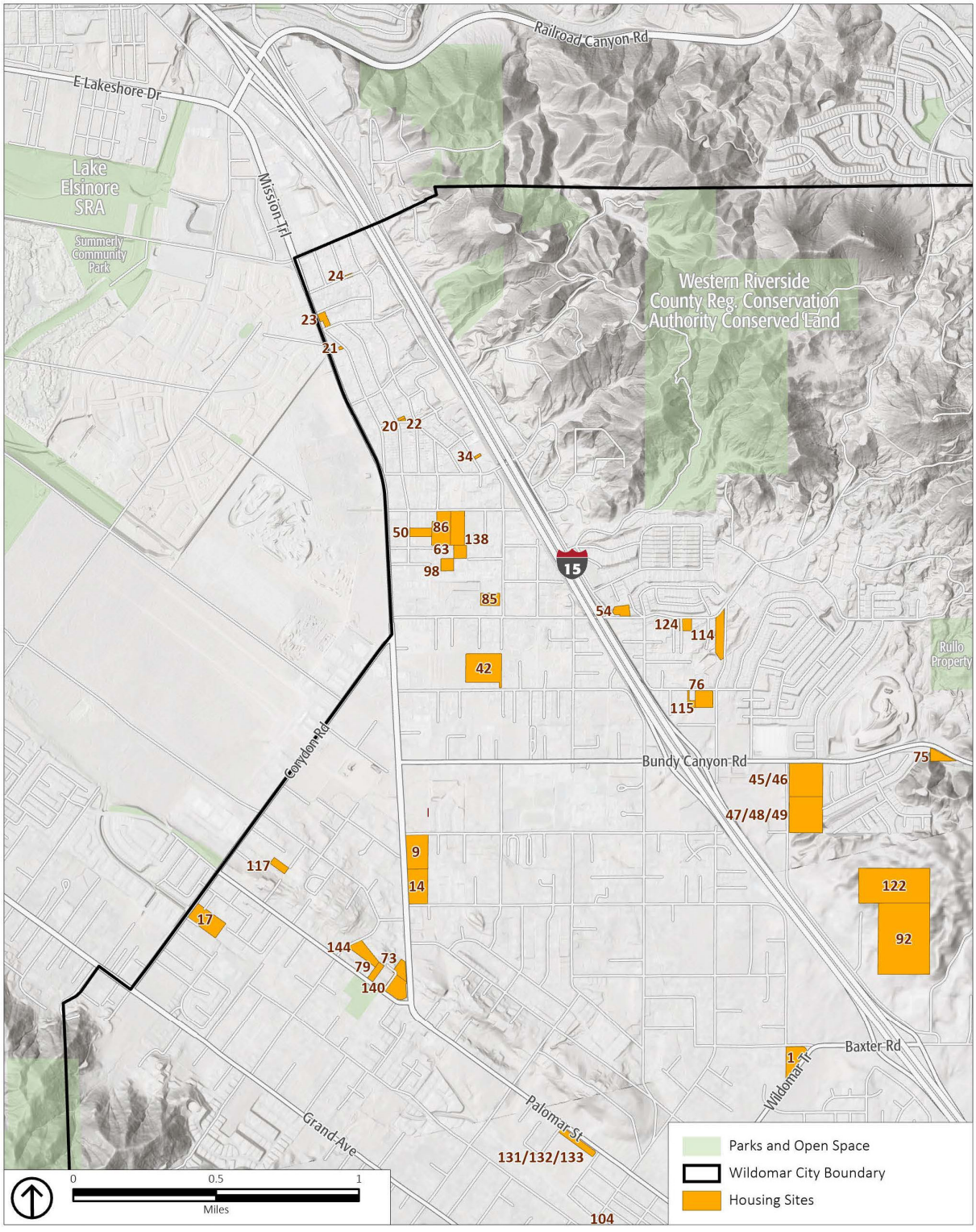
*Sites 16, 17 and 18 were rezoned as a part of the 5th cycle Housing Element update process.*

*[1] 80% capacity is assumed for residential sites.*

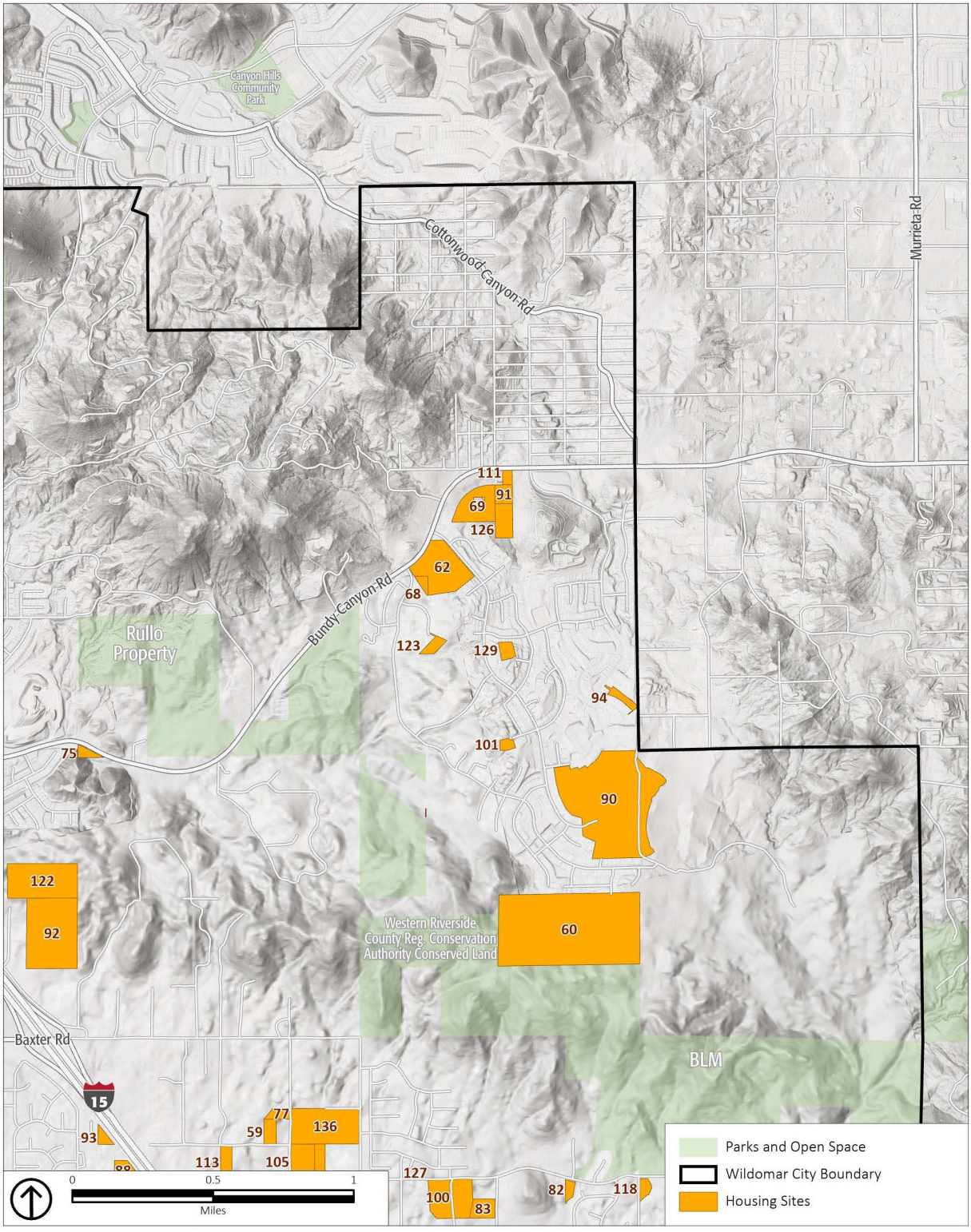
## FIGURE HNA-11: LAND INVENTORY MAP



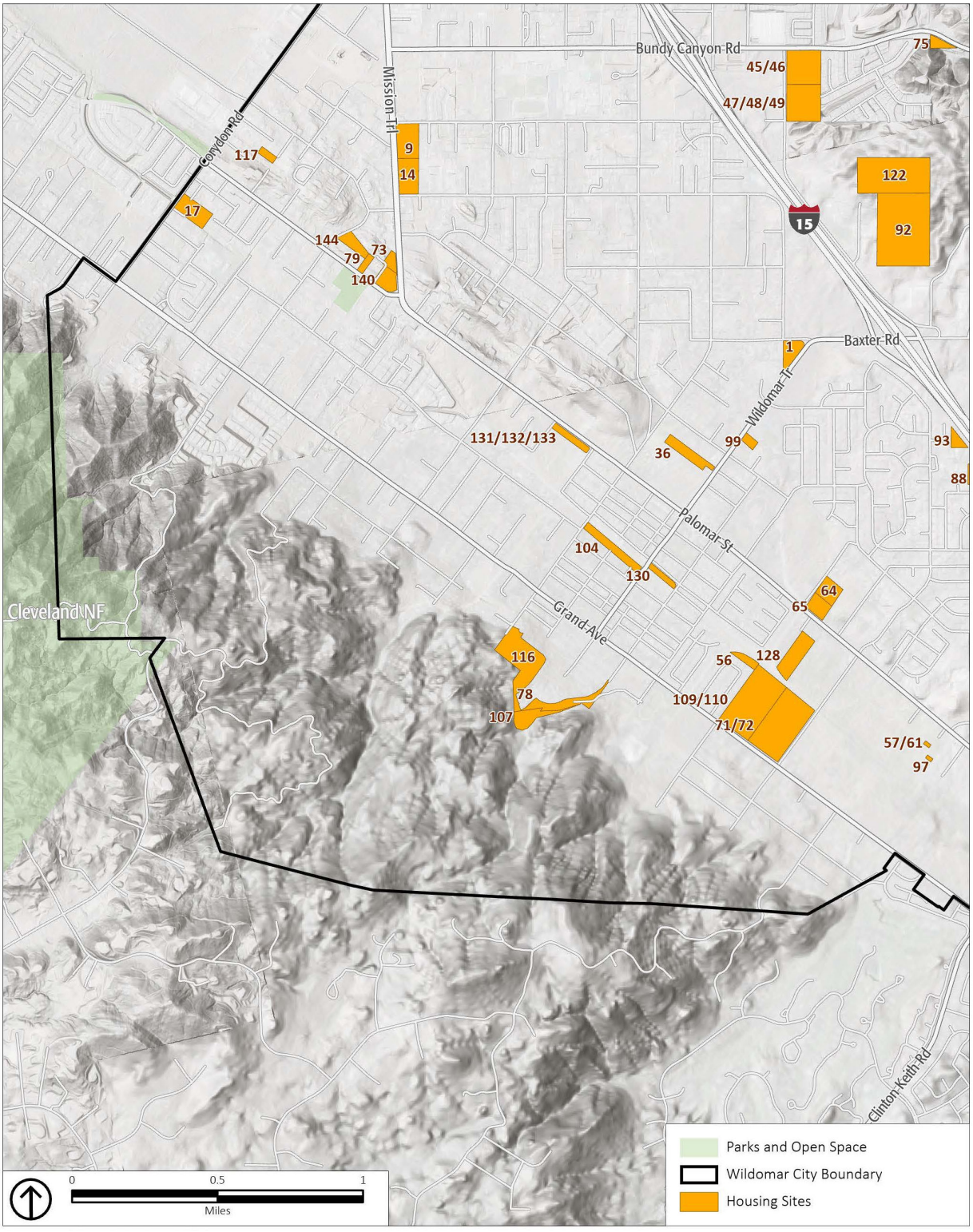
## FIGURE HNA-12: LAND INVENTORY, DETAIL 1



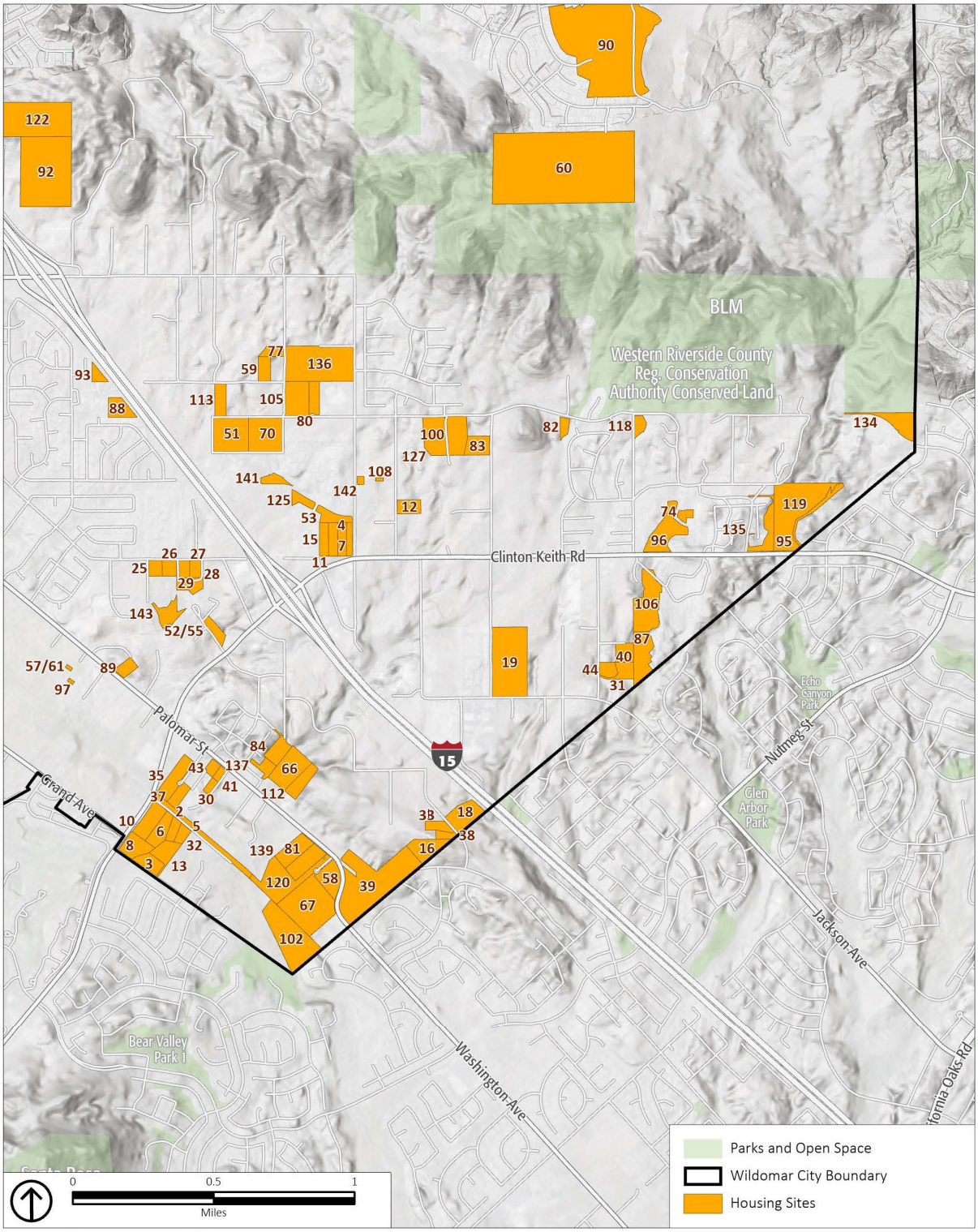
## FIGURE HNA-13: LAND INVENTORY, DETAIL 2



## FIGURE HNA-14: LAND INVENTORY, DETAIL 3



## FIGURE HNA-15: LAND INVENTORY, DETAIL 4



# FINANCIAL RESOURCES

## FEDERAL PROGRAMS

**Community Development Block Grant (CDBG)** – This program is intended to enhance and preserve the affordable housing stock. Eligible activities include acquisition, rehabilitation, economic development, and public services. CDBG grants benefit primarily persons/households with incomes not exceeding 80 percent of the county AMI. The City receives annual grant monies for the County of Riverside as part of their CDBG program.

**HOME Investment Partnership** – HOME funding is a flexible grant program that is awarded on a formula basis for housing activities that consider local market conditions, inadequate housing, poverty, and housing production costs. HOME funding is provided to jurisdictions to assist rental housing or homeownership through acquisition, construction, reconstruction, and/or rehabilitation of affordable housing. Funding is also provided for possible property acquisition, site improvements, and other expenses related to the provision of affordable housing and projects that serve a group identified as having special needs related to housing.

**Housing Choice Voucher (Section 8) Program** – This program provides rental assistance payments to owners of private market-rate units on behalf of very low-income tenants.

**Section 811/202 Program** – Nonprofit organizations and consumer cooperatives are eligible to receive no-interest capital advances from HUD for the construction of very low-income rental housing for senior citizens and persons with disabilities. Project-based assistance is also provided in conjunction with this program. Section 811 can be used to develop group homes, independent living facilities, and intermediate care facilities. Eligible activities include acquisition, rehabilitation, new construction, and rental assistance.

**HUD Low-Income Housing Preservation and Resident Homeownership Act (LIHPRHA) – LIHPRHA** was enacted in response to concern over the prepayment of HUD-assisted housing. The legislation addresses the prepayment of units assisted under Section 221(d)(3) and Section 236 (Section 236 replaced the Section 221(d)(3) program in 1968). Generally, the law facilitates the preservation of these low-income units by providing incentives to property owners to either retain their units as low income or to sell the project to priority purchasers (tenants, nonprofits, or governmental agencies). Pursuant to LIHPRHA, HUD must offer a package of incentives to property owners to extend the low-income use restrictions. These incentives would ensure property owners an 8-percent return on the recalculated equity in their property, provided the rents necessary to yield this return fall within a specified federal cost limit. The cost limits are either 120 percent of the fair market rent or the prevailing rent in the local market. If HUD can provide the owner with this return, the owner cannot prepay the mortgage. The owner must either stay in the program or

offer to sell the project (a voluntary sale) to a priority purchaser for a 12-month option period or to other purchasers for an additional three months. The owner is required to document this choice in a Plan of Action.

If HUD cannot provide the owner with the 8-percent return, i.e., the rents required would exceed federal cost limits, the owner may prepay only after offering the sale to priority purchasers for 12 months or to other qualified buyers for an additional three months (a mandatory sale) and filing a Plan of Action that demonstrates that conversion will not adversely impact affordable housing or displace tenants. According to the California Housing Partnership Corporation, most projects in California will fall within federal cost limits, except those with exceptionally high rental value or condominium conversion potential.

Projects that are preserved under either of these methods are required to maintain affordability restrictions for the remaining useful life of the project, which is defined minimally as 50 years. Despite these requirements, property owners may still be able to prepay. First, the owner may prepay the property if no bona fide offer to purchase the property is made. Second, HUD may not provide some of the discretionary monies to priority purchasers in preservation sales. Finally, the overall success of the preservation efforts is contingent on congressional appropriation of sufficient funding to HUD.

## STATE PROGRAMS

**California Housing Finance Agency Multiple Rental Housing Programs** – This program provides below-market-rate financing to builders and developers of multiple-family and elderly rental housing. Tax-exempt bonds provide below-market mortgage money. Eligible activities include new construction, rehabilitation, and acquisition of properties with 20–150 units.

**Low-Income Housing Tax Credit (LIHTC) –** This program provides tax credits to individuals and corporations that invest in low-income rental housing. Tax credits are sold to corporations and people with high tax liability, and proceeds are used to create housing. Eligible activities include new construction, rehabilitation, and acquisition.

**California Community Reinvestment Corporation –** This private, nonprofit mortgage banking consortium provides long-term debt financing for affordable multifamily rental housing. Eligible activities include new construction, rehabilitation, and acquisition.

## LOCAL PROGRAMS

**Nonprofit Entities** – Nonprofit entities serving Riverside County, including Wildomar, can be contacted to gauge their interest and ability in acquiring and/or managing units at risk of conversion. A partial listing of entities with resources in the Riverside County area includes:

- Alternatives for Domestic Violence
- Shelter from the Storm
- Catholic Charities
- Coachella Valley Housing Coalition
- Fair Housing Council of Riverside County
- Family Service Association of Riverside County
- Habitat for Humanity
- Lutheran Social Services

# OPPORTUNITIES FOR ENERGY CONSERVATION

The cost of housing includes not only rent but also utility costs. Higher utility expenses reduce affordability. Building affordable homes is not the same as making homes affordable to live in. Cheaply built homes invite callbacks, complaints, and discomfort, and they waste energy. Therefore, additional first costs to improve energy efficiency do not make housing less affordable in the long run. Energy efficiency in affordable housing, more than any other building sector, makes a critical impact on the lives of tenants. According to HUD, utility bills burden the poor and can cause homelessness. The following is a list of available programs related to energy conservation that can be considered and engaged in the production of affordable housing:

- **241(a) Rehabilitation Loans for Multifamily Projects** – HUD-funded program that provides mortgage insurance for improvements, repairs, or additions to multifamily projects. Energy conservation improvements are an eligible activity for mortgage financing.

- **Department of Energy (DOE) Energy Weatherization Assistance Program** – Reduces the heating and cooling costs for low-income families by improving energy efficiency of their homes. Focuses on low-income seniors, individuals with disabilities, and families with children. Assistance includes (1) in-home energy education; (2) energy-related home repairs; (3) blower door guided air sealing; (4) heat system safety tests, repair, and tune; (5) duct insulation and sealing; (6) attic insulation; and (7) hot water savings measures. The program is funded by the California Department of Community Services and Development.

- **Low-Income Home Energy Assistance Program (LIHEAP)** – The LIHEAP block grant is funded by the Department of Health and Human Services and provides financial assistance and home weatherization. This is accomplished through three components: (1) The Weatherization Program, which provides free weatherization services to improve the energy efficiency of homes including attic insulation, weatherstripping, minor housing repairs, and related conservation measures; (2) the Home Energy Assistance Program (HEAP), which provides financial assistance to eligible households to offset the costs of heating or cooling dwellings; and (3) the Energy Crisis Intervention Program, which provides payments for weather-related emergencies. Funding for the program is provided by the California Department of Community Services and Development.

- **Neighborhood Housing Services (NHS)** – NHS is a three-way partnership funded among neighborhood residents, local government, and local businesses. Neighborhood Reinvestment Group funds the program and provides direct technical assistance, expendable grants, and capital grants to NHS, which makes loans for rehabilitation.

- **Rural Housing Preservation Grants** – Supports the rehabilitation and repair of homeownership and rental housing for very low- and low-income households living in rural substandard housing. The program is funded by the Rural Housing Service.

- **Weatherization Program** – Provides weatherization services and assistance through grants and financial assistance. Activities may include energy conservation measures, weatherization such as weatherstripping, water heater wrap, insulation of various home components, and financial assistance. The program is funded by Southern California Gas, Weatherization and Energy-Efficient Rehabilitation Program, DOE, and LIHEAP.

# CONSTRAINTS

Various interrelated factors can constrain the ability of the private and public sectors to provide adequate housing and meet the housing needs for all economic segments of the community. These factors can be divided into two categories: (1) governmental constraints and (2) non-governmental constraints. Governmental constraints consist of land use controls, development standards, processing fees, development impact fees, code enforcement, site improvement costs, development permit and approval processing, and provisions for a variety of housing. Non-governmental constraints consist of land availability, the environment, vacancy rates, land cost, construction costs, and availability of financing.

## GOVERNMENTAL CONSTRAINTS

Governmental constraints are policies, standards, requirements, or actions imposed by the various levels of government upon land and housing ownership and development. Although federal and state agencies play a role in the imposition of governmental constraints, these agencies are beyond the influence of local government and are therefore not addressed in this document.

### LAND USE CONTROLS

#### General Plan Land Use Designations

Each city and county in California must prepare a comprehensive, long-term General Plan to guide its future. The Land Use Element of the General Plan establishes the basic land uses and density of development within each jurisdiction. Under state law, the General Plan elements must be internally consistent, and each jurisdiction's zoning must be consistent with its General Plan. Thus, the Land Use Element must provide suitable locations and densities to implement the policies of the Housing Element.

**Table HNA-25** shows the residential General Plan land use designations for the City of Wildomar. The land use designations support a variety of housing types, ranging from very low-density development, which generally includes single-family homes on large lots, to high-density development, which includes multifamily development.

## TABLE HNA-25: GENERAL PLAN LAND USE DESIGNATIONS

| Land Use Designation | | Allowed Density | General Uses |
|---|---|---|---|
| AG | Agriculture | 10 ac min. | Agricultural land including row crops, groves, nurseries, dairies, poultry farms, processing plants, and other related uses<br>One single-family residence allowed |
| RR | Rural Residential | 5 ac min. | Single-family residences<br>Allows limited animal-keeping, agricultural uses, and recreational uses |
| RM | Rural Mountainous | 10 ac min. | Single-family residential uses<br>Allows limited animal-keeping, agriculture, and recreational uses |
| RD | Rural Desert | 10 ac min. | Single-family residential<br>Allows limited animal-keeping, agriculture, recreational and renewable energy uses |
| EDR<br>EDR-RC | Estate Density Residential | 2 ac min. | Single-family detached residences<br>Limited agriculture and animal-keeping |
| VLDR<br>VLD-RC | Very Low Density Residential | 1 ac min. | Single-family detached residences<br>Limited agriculture and animal-keeping |
| LDR<br>LDR-RC | Low Density Residential | 1/2 ac min. | Single-family detached residences<br>Limited agriculture and animal-keeping |
| MDR | Medium Density Residential | 2–5 du/ac | Single-family detached and attached residences<br>Limited agriculture and animal-keeping is permitted |
| MHDR | Medium High Density Residential | 5–8 du/ac | Single-family attached and detached residences |
| HDR | High Density Residential | 8–14 du/ac | Single-family attached and detached residences, including townhouses, stacked flats, courtyard homes, patio homes, and zero lot line homes |
| VHDR | Very High Density Residential | 14–20 du/ac | Single-family attached residences and multifamily dwellings |
| HHDR | Highest Density Residential | 20+ du/acre | Multifamily dwellings, includes apartments and condominiums; multistoried (3+) structures are allowed. |
| MUPA | Mixed Use Planning Area | 30 du/ac | The intent of the designation is not to identify a particular mixture or intensity of land uses, but to designate areas where a mixture of residential, commercial, office, entertainment, educational, and/or recreational uses, or other uses is planned. |

*Source: City of Wildomar 2017*

## Zoning Districts

Zoning, unlike the General Plan, is regulatory. Under Wildomar's Municipal Code, development must comply with specific, enforceable standards, such as minimum lot requirements, minimum setbacks, maximum building heights, and a list of allowable uses (**Table HNA-26**).

### TABLE HNA-26: RESIDENTIAL ZONING DISTRICTS

| Zone | | General Uses |
|---|---|---|
| R-1 | One-Family Dwelling | One-family dwellings, accessory dwelling units, planned residential developments, mobile home parks |
| R-1A | One-Family Dwelling Mountain Resort | One-family dwellings, accessory dwelling units, mobile home parks, planned residential developments |
| R-2 | Multiple-Family Dwelling | One-family dwellings, multiple-family dwellings, accessory dwelling units, congregate care residential, single-family subdivisions, two-family dwellings, mobile home parks, boarding, rooming and lodging houses, bungalow courts, apartment houses |
| R-2A | Limited Multiple-Family Dwelling | One-family dwellings, multiple-family dwellings, two-family dwellings, accessory dwelling units, mobile home parks, apartment houses, planned residential developments |
| R-3 | General Residential | One-family dwellings, multiple-family dwellings, accessory dwelling units, congregate care facilities, two-family dwellings, bungalow courts, apartment houses, boarding, rooming and lodging houses, mobile home parks |
| R-3A | Village Tourist Residential | One-family dwellings, accessory dwelling units, apartments, hotels, RV parks, bungalow courts, planned residential developments, mobile home parks |
| R-4 | Planned Residential | One-family dwellings, multiple-family dwellings, accessory dwelling units, mobile home parks |
| R-6 | Residential Incentive | One-family dwellings, mobile homes on permanent foundations, two-family dwellings, multiple-family dwellings, accessory dwelling units, planned residential developments, apartments |
| A-1 | Light Agriculture | One-family dwellings, mobile homes, farm labor camps, mobile home parks |
| A-2 | Heavy Agriculture | One-family dwellings, agricultural mobile homes, farm labor camps |
| R-A | Residential Agriculture | One-family dwellings, planned residential developments, accessory dwelling units, agricultural mobile homes, mobile home parks |

| Zone | | General Uses |
|---|---|---|
| R-D | Regulated Development Areas | One-family dwellings, apartment houses and hotels, mobile home parks, two-family dwellings, multiple-family dwellings, bungalow courts, boarding and rooming houses, congregate care facilities, RV parks, agricultural mobile homes |
| R-R<br>R-R-O | Rural Residential | One-family dwellings, accessory dwelling units, mobile home parks, RV parks, farm labor camps, guest ranches, planned residential developments |
| R-T | Mobile Home Subdivisions and Mobile Home Parks | One-family dwellings, accessory dwelling units, mobile homes, mobile home parks, mobile home subdivisions, community recreation facilities |
| R-T-R | Mobile Home Subdivision Rural | One-family dwellings, accessory dwelling units, mobile homes, agricultural uses |
| S-P | Specific Plan | Residential, commercial, manufacturing, open space, public facilities, health, and community facilities, agricultural uses |

*Source: City of Wildomar Municipal Code 2020*
*Note: Density established by the Wildomar General Plan Land Use Map*

**Table HNA-27** shows the associated zoning that is consistent with the General Plan land use designation densities. As previously mentioned, density in the City of Wildomar is determined by the land use designation and not the zoning.

## TABLE HNA-27: RESIDENTIAL COMPATIBILITY MATRIX

| General Plan Land Use | Associated Zoning District* |
|---|---|
| Low Density Residential (LDR) | R-1, R-1A, R-3A, R-4, R-5, R-6, R-A, R-D, R-R, R-T, R-T-R, SP, W-1 |
| Medium Density Residential (MDR) | R-1, R-1A, R-2, R-2A, R-3, R-3A, R-4, R-5, R-6, R-A, R-D, R-R, R-T,<br>S-P, W-1 |
| Medium High Density Residential (MHDR) | R-1, R-2, R-2A, R-3, R-3A, R-4, R-5, R-6, R-D, R-T, S-P, W-1 |
| High Density Residential (HDR) | R-2, R-2A, R-3, R-3A, R-4, R-5, R-6, R-D, R-T, SP, W-1 |
| Very High Density Residential (VHDR) | R-2, R-2A, R-3, R-3A, R-5, R-6, R-D, R-T, SP, W-1 |
| Highest Density Residential (HHDR) | R-3, R-5, R-6, R-D, SP, W-1 |
| Mixed Use Planning Area (MUPA) | All zoning districts located on parcels with the MUPA (Mixed Use Planning Area) general plan land use designation is consistent. Per state law (GP Guidelines), the general plan land use designations take precedence over zoning designations. Rezoning is not required to develop multifamily on any MUPA |

| General Plan Land Use | Associated Zoning District* |
|---|---|
| | land use designation site as density is always dictated by the General Plan land use designation and not the Zoning Ordinance. |

*Source: City of Wildomar 2020*
**Includes zone districts that are Highlight Consistent or Conditionally Consistent with each land use designation.*

## DEVELOPMENT STANDARDS

The City of Wildomar regulates the type, location, density, and scale of residential development primarily through its Municipal Code. Zoning regulations are designed to protect and promote the health, safety, and general welfare of residents, as well as preserve the character and integrity of neighborhoods. The Wildomar Municipal Code sets forth the specific residential development standards summarized in **Table HNA-28**. The City's development standards are also available on the City's website.

### TABLE HNA-28: RESIDENTIAL ZONING CRITERIA

| Development Standards | A-1 | A-2 | R-A* | R-R* | R-1* | R-2* | R-3* | R-4* MU Overlay | R-6* | R-T |
|---|---|---|---|---|---|---|---|---|---|---|
| **Lot Dimensions** | | | | | | | | | | |
| Minimum Lot Size (sf) | 20,000 | 20,000 | 20,000 | 21,780 | 7,200 | 7,200 | 7,200 | 3,500 | 5,000 | 7,200/3,600 |
| Minimum Lot Width | 100 ft | 100 ft | 100 ft | 80 ft | 60 ft | | 60 ft | 40 ft | | 60 ft/40 ft |
| Frontage | | | | | 60 ft | | | | 30 ft | 45 ft/30 ft |
| Minimum Lot Depth | 150 ft | 150 ft | 150 ft | | 100 ft | | 100 ft | 80 ft | | 100 ft/0 ft |
| **Setbacks** | | | | | | | | | | |
| Front | 20 ft | 20 ft | 20 ft | 20 ft | 20 ft | 20 ft | 10 ft | 20 ft | 10 ft | 20 ft |
| Side – Interior | 5 ft | 10 ft | | 5 ft/ 10 ft | 10% | 10% | 5 ft | 5 ft | | 5 ft |
| Side – Street | 5 ft | 10 ft | | 10 ft | 10 ft | 10 ft | 10 ft | 10 ft | | 5 ft |
| Rear | 10 ft | 10 ft | | 20 ft | 10 ft | 10 ft | 10 ft | 10 ft | 10 ft | 5 ft |

| Development Standards | A-1 | A-2 | R-A* | R-R* | R-1* | R-2* | R-3* | R-4* MU Overlay | R-6* | R-T |
|---|---|---|---|---|---|---|---|---|---|---|
| Lot Coverage | – | – | – | – | 50% | 60% | 50% | – | – | – |
| **Height** | | | | | | | | | | |
| Primary Building | 40 ft | 40 ft | 40 ft | 40 ft | 40 ft/ 3 stories | 40 ft/ 3 stories | 50 ft | 40 ft/3 stories | 35 ft/3 stories | 40 ft/ 3 stories |

*Source: Wildomar Municipal Code 2020*
*Note: Please see the Wildomar Municipal Code for specific footnotes regarding this table. Also, a blank in the table means there is no specified standard.*
** Please see Tables HNA-33 and HNA-34 for City of Wildomar's Single-Family Residential Design Standards & Guidelines and Multi-Family Residential Objective Design Standards.*
** The R-2 zoning district has a separation requirement of 15 feet between two-story buildings and 10 feet between one-story buildings on the same lot.*
**The R-5 zone is an open space combining zone and residential is not permitted.*

## Typical Densities for Development

The City of Wildomar is a small city in Riverside County with physical constraints to outward expansion, such as steep topography to the west and the boundaries of neighboring cities to the north, east, and south. Single-family residential lots generally vary in size from approximately 7,200 to 20,000 square feet in the low-density to medium- and high-density residential zones. Multifamily densities are typically between 8 to 20 units per acre depending on the land use designation. In the previous planning period, no sites identified to accommodate the lower-income RHNA in the inventory were developed below the minimum allowable density of the zone in which the site is located and the City did not receive any requests to develop below the assumed capacity in the sites inventory.

## Parking Requirements

In Southern California, providing sufficient parking for vehicles is an essential part of good planning. At the same time, however, excessive parking requirements can detract from the feasibility of developing new housing at a range of densities necessary to facilitate affordable housing. The City's Municipal Code establishes residential parking standards, as summarized in **Table HNA-29**. In addition to these standards, the City currently requires at least one parking space for every staff member in a multi-family building and for emergency shelters, in compliance with California Government Code Section 65583(a)(4)(A)(ii), and one parking space for every 10 temporary residents for emergency shelters. The parking standards included in **Table HNA-29** have already factored in the need for guest parking. Additional guest parking is not required. **Program H-13.1** specifically commits to reviewing parking standards for emergency shelters.

Residential parking standards are not deemed to be a constraint to the development, improvement, and maintenance of housing. The current standards match current vehicle ownership patterns of residents and do not have an impact on the cost or supply of housing. To assist with the development of housing affordable to lower-income households, the City allows for parking reductions for affordable projects (see **Programs H-1.3** and **H-3.1**)

### TABLE HNA-29: RESIDENTIAL PARKING REQUIREMENTS

| Type of Residential Development | Required Parking |
|---|---|
| Single-Family | 2 spaces/unit |
| Multifamily<br>One bedroom or studio<br>Two bedrooms<br>Three or more bedrooms | <br>1.25 spaces/unit<br>2.25 spaces/unit<br>2.75 spaces/unit and 1 space/employee |
| Planned Residential Development<br>One bedroom<br>Two or more bedrooms<br>Senior Housing | <br>1.5 spaces/unit<br>2.5 spaces/unit<br>Same as single- and multifamily requirements |
| Accessory Dwelling Unit | 1 space/unit or 1 space/bedroom whichever is less* |
| Mobile Home Parks | 2 spaces/unit* |

*Source: City of Wildomar Municipal Code*
**Please refer to Section 17.204.040.D.5 of the Wildomar Municipal Code for exceptions to the ADU parking requirement.*
**Mobile Home Park spaces may be tandem but must provide one guest space for every eight mobile home spaces.*

## Density Bonus

The Wildomar Municipal Code currently provides a density bonus of up to 35 percent over the otherwise maximum allowable residential density under the municipal code and the Land Use Element of the General Plan (or bonuses of equivalent financial value) when builders agree to construct housing developments with units affordable to low- or moderate-income households. The City of Wildomar has included **Program H-8.1** to increase the density bonus allowance comply with current state law (Government Code Section 65915). Despite the need for an ordinance update, the City is currently complying with the applicable State density bonus law.

## PROVISIONS FOR A VARIETY OF HOUSING

Housing Element law specifies that jurisdictions must identify adequate sites to be made available through appropriate zoning and development standards to encourage the development of various types of housing for all economic segments of the population. This includes single-family housing, multifamily housing, manufactured housing, mobile homes, emergency shelters, and transitional housing, among others. **Table HNA-30** summarizes the permitted housing types by zone.

## TABLE HNA-30: HOUSING TYPES PERMITTED BY ZONE

| Land Use | R-R | R-R-O | R-1 | R-1A | R-A | R-2 | R-2A | R-3 | R-3A | R-T | RTR | R-4 | | R-6 | R-D | SP | A-1 | A-P | A-2 | A-D |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Apartment Houses | | | | | | PP | PP | PP | CUP | | | | | P | PP | A | | | | |
| Boarding, Rooming, Lodging Houses | | | | | | PP | | PP | | | | | | | PP | A | | | | |
| Dwellings – Multiple, Apartment | | | | | | PP | PP | PP | CUP | | | P | | P | PP | A | | | | |
| Dwellings – One Family | P | P | P | P | P | P | P | PP | P | P | P | P | | P | P | A | P | P | P | P |
| Farmworker Housing[1] | | | | | | | | | | | | | | | | | | | | |
| Mobile Home – Single Family | P | P | P | P | P | P | P | PP | P | P | P | P | | P | P | A | P | P | P | P |
| Mobile Home Parks | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | | CUP | | | CUP | A | CUP | | | |
| Planned Residential Development | P | P | P | P | P | P | P | PP | P | | | | | P | | A | | | | |
| Residential Care Facility (6 or less) | P | P | P | P | P | P | P | PP | P | P | P | P | | P | | A | P | | P | |
| Residential Care Facility (7 or more)[2] | | | | | | CUP | | CUP | | | | | | | | CUP | | | | |
| Accessory Dwelling Units[3] | P | P | P | P | P | P | P | P | P | P | P | P | | P | | A | | | | |
| Single-Room Occupancy | | | | | | | | | | | | CUP | | CUP | | | | | | |

| Land Use | R-R | R-R-O | R-1 | R-1A | R-A | R-2 | R-2A | R-3 | R-3A | R-T | RT R | R-4 | | R-6 | R-D | SP | A-1 | A-P | A-2 | A-D |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Transitional Housing | P | P | P | P | P | P | P | P | P | P | P | P | | P | | | | | | |
| Supportive Housing | P | P | P | P | P | P | P | P | P | P | P | P | | P | | | | | | |
| Emergency Shelters | Permitted in the IP zone district with a plot plan approval. | | | | | | | | | | | | | | | | | | | |

*Source: City of Wildomar Municipal Code 2020*

*CUP = conditional use permit, P = permitted, PP = plot plan, PUP = public use permit, A = allowed*

1. *The City has included **Program H-11.4** amend the Wildomar Municipal Code to remove the Agricultural Mobile Home, Agricultural Workers Mobile Home Park, and Farm Labor Camp uses and will permit employee/farmworker housing that serves six or fewer persons as a single-family structure and permit it in the same manner as other single-family structures of the same type within the same zone across all zones that allow single-family residential uses and employee/farmworker consisting of no more than 12 units or 36 beds as an agricultural use and permit it in the same manner as other agricultural uses in the same zone, in compliance with the California Employee Housing Act (Health and Safety Code Sections 17021.5 and 17021.6).*
2. *The City has included **Program H-11.2** to explore amending provisions in the Wildomar Municipal Code to define and allow residential care facilities for seven or more persons only subject to those restrictions that apply to other residential uses of the same type in the same zone and would only be subject to the definition of family and occupancy standards. Residential care facilities are still subject to state licensing.*
3. *The City has included **Program H-9.1** to clarify ADUs are allowed as a permitted use in all zones, residential and non-residential, that allow single-family or multi-family uses, in compliance with Government Code Section 65852.150.*

## Emergency Shelters

The California Health and Safety Code (Section 50801[e]) defines an emergency shelter as "housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay."

The Wildomar Municipal Code currently allows emergency shelters with approval of a plot plan in the Industrial Park zoning district. This In December 2013 Chapter 17.88 of the Wildomar Municipal Code was amended to permit emergency shelters in the I-P zone and managerial standards were adopted. The required a plot plan review is a ministerial process and it used to verify that the proposed project meets the City's development standards as part of a plan check review. No public hearing is required.

The City also adopted objective managerial standards to encourage and facilitate the development of or conversion to an emergency shelter. Development standards for emergency shelters in Wildomar include:

- No emergency shelter shall be located within 250 feet of any other emergency shelter.
- An emergency shelter shall not exceed 40 residents, excluding staff.
- Any single resident's stay shall not exceed six consecutive months.
- Emergency shelters shall provide one parking space for every staff member and one parking space for every 10 temporary residents.

Currently, there are approximately 83.84 acres (13 parcels ranging in size from 1.4 to 28.6 acres with a majority of the parcels being 2–5 acres) of vacant land available in Wildomar, which allows adequate capacity for an emergency shelter.

These vacant sites are close to services and future transit as development occurs. The sites surrounding these available parcels are mainly business park-type uses, service commercial and light manufacturing companies (there is no heavy hazardous manufacturing). There are also such uses as an indoor golfing range, a hospital, medical office buildings, and even a few residential units.

### *Low Barrier Navigation Centers*

Government Code section 65662 requires that the development of Low-Barrier Navigation Centers be developed as a use by right in zones where mixed-uses are allowed or in non-residential zones that permit

multifamily housing. For a navigation center to be considered "low barrier", its operation should incorporate best practices to reduce barriers to entry, which may include, but is not limited to, the following:

- Permitting the presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
- Pets
- Ability to store possessions
- Providing privacy, such as private rooms or partitions around beds in a dormitory setting or in larger rooms with multiple beds

**Program 13.1** has been included to comply with State Law.

## Supportive and Transitional Housing

Supportive housing is defined by Section 50675.14 of the Health and Safety Code as housing with linked on- or off-site services with no limit on the length of stay and which is occupied by a target population, as defined in Health and Safety Code Section 53260 (i.e., low-income person with mental disabilities, AIDS, substance abuse, or chronic health conditions, or persons whose disabilities originated before the age of 18). Services linked to supportive housing usually focuses on retaining housing, living and working in the community, and/or health improvement.

Transitional housing is defined in Section 50675.2(h) of the Health and Safety Code as rental housing for stays of at least six months but where the units are recirculated to another program recipient after a set period. It may be designated for a homeless individual or family transitioning to permanent housing. This housing can take many structural forms, such as group housing and multifamily units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living.

Pursuant to Government Code Section 65583, transitional and supportive housing types are required to be treated as residential uses and subject only to those restrictions that apply to other residential uses of the same type in the same zone. Transitional and supportive housing as defined in the Health and Safety Code are permitted by right without a conditional use permit in residential zones.

. The Wildomar Municipal Code permits transitional and supportive housing, as defined by the Health and Safety Code. Supportive housing is also permitted by right in all non-residential and mixed-use zones that permit multifamily development, consistent with Government Code Sections 65583 and 65650.

## Extremely Low-Income Households

Extremely low-income households typically comprise persons with special housing needs, including, but not limited to, persons experiencing homelessness or at risk of homelessness, persons with substance abuse problems, and farmworkers. AB 2634 (Lieber 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. Housing Elements must also identify zoning to encourage and facilitate supportive housing and single-room occupancy units.

Currently, Wildomar allows single-room occupancy units in the Planned Residential (R-4) and Residential Incentive (R-6) zones with approval of a conditional use permit. In addition, to encourage and facilitate the development of housing affordable to extremely low-income households, the City has included **Programs H-3.1**, **H-10.1** and **H-11.1**.

## Residential Care Facilities

Health and Safety Code Sections 1267.8, 1566.3, and 1568.08 require local governments to treat licensed group homes and residential care facilities with six or fewer residents no differently than other by-right single-family housing uses. "Six or fewer persons" does not include the operator, the operator's family, or persons employed as staff. Local agencies must allow these licensed residential care facilities in any area zoned for residential use and may not require licensed residential care facilities for six or fewer persons to obtain conditional use permits or variances that are not required of other family dwellings.

Currently, the Wildomar Municipal Code permits State-licensed residential care facilities with six or fewer residents by right in residential zones and permits residential care facilities with seven or more residents with a conditional use permit in the R-2 and R-3 zones. The City has included **Program H-13.3** to explore allowing these facilities for seven or more persons only subject to those restrictions that apply to other residential uses of the same type in the same zone.

## Housing for Persons with Disabilities

The City of Wildomar incorporates the Federal Fair Housing Act and the California Fair Employment and Housing Act of 1964 as a part of its building requirements. These two statutes address the fair housing practices adhered to by the City, which include practices against housing discrimination toward persons with disabilities. In compliance with SB 520, a complete evaluation of the City's zoning laws, practices, and policies was initiated in late 2020 and is expected to be completed in 2021. No constraints to housing development for persons with disabilities were found at that time. However, **Program H-20.1** has been incorporated into the Housing Element to address unmet housing needs for persons with a disability.

***Procedures for Ensuring Reasonable Accommodations***

The City has adopted an ordinance establishing formal procedures to expeditiously review and process requests for reasonable accommodation for persons with disabilities. City staff is available via telephone, email, mail, and in person at City offices to discuss the process for providing reasonable accommodation from City zoning and building code requirements.

- **Reasonable Accommodations Procedure.** The City will grant applications to provide relief from zoning standards or other City requirements that serve as a barrier to fair housing for persons with disabilities. The City streamlines reasonable accommodation requests by not requiring approval of a variance. Requests for reasonable accommodations are reviewed by the community development director or designee. There are no application fees and requests are processed within 30 days of a complete application for a reasonable accommodation. The community development director's decision may be appealed to the Planning Commission at a public hearing. The City strives to make the permit process for reasonable accommodation as straightforward and expeditious as possible.

- **Separation requirements** – The City's Municipal Code does not impose any separation requirements between group homes or residential care facilities.

- **Site planning requirements** – The site planning requirements for residential care facilities are no different than for other residential uses in the same zone.

- **Definition of Family**. – The Wildomar Municipal Code defines family as: one or more persons living together in a dwelling unit, with common access to and common use of all living, kitchen, and eating areas within the dwelling unit.

The written decision to approve, conditionally approve, or deny a request for a reasonable accommodation shall be based on the following findings, all of which are required for approval or conditional approval of a reasonable accommodation:

- The requested accommodation is requested by or on the behalf of one or more disabled persons protected under the Acts.

- The requested accommodation is necessary to provide one or more disabled persons an equal opportunity to use and enjoy a dwelling.

- The requested accommodation will not impose an undue financial or administrative burden on the City as "undue financial or administrative burden" is defined in Acts.

- The requested accommodation will not result in a fundamental alteration in the nature of the City's zoning program, as "fundamental alteration" is defined in the Acts.

- The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

## LOCAL PROCESSING AND PERMIT PROCEDURES

Development review procedures exist to ensure that proposals for new residential development comply with local regulations and are compatible with adjacent land uses. As shown in **Table HNA-31,** processing times for Wildomar are relatively quick: single-family and multifamily projects require two months (see **Table HNA-32**). Note: Review times differ on a case-by-case basis depending on the type and complexity of the project.

The costs associated with development project review will vary between projects. Wildomar uses an efficient and comprehensive approach toward development review and permitting that allows for quick response to developer applications. The City uses many practices to expedite application processing, reduce costs, and clarify the process to developers and homeowners. Increased development costs resulting from delays in the City's development review, public hearing, and permitting process are not considered a constraint on housing development. Therefore, the City's development review process is not seen as a constraint to the development of housing.

### Senate Bill 330 Processing Procedure

Senate Bill 330, the Housing Crisis Act of 2019, established specific requirements and limitations on development application procedures. The bill allows housing developments for which a preliminary application is submitted that complies with applicable general plan and zoning standards is subject only to the development standards and fees that were applicable at the time of submittal. This applies to all projects unless the project square footage or unit count changes by more than 20 percent after the preliminary application is submitted. The developer must submit a full application for the development project within 180 days of submitting the preliminary application.

Wildomar offers an optional pre-application review (PAR) for all development proposals to advise a prospective applicant of current City standards and requirements, shorten the length of time required to process a development proposal once it has been accepted for processing, provide a written record of staff's assessment of a development proposal, and limit requests for special studies to those identified in the PAR letter. Pre-application meetings have helped to shorten the review process and allow for better communication

between applicants, City departments, and utility providers. The City has established an application process related to SB 330 in Chapter 17.214 of the City's Zoning Code.

## Senate Bill 35 Approvals

Senate Bill 35 requires jurisdictions that have failed to meet their RHNA to provide streamlined, ministerial entitlement process for housing developments that incorporate affordable housing. The City of Wildomar has a SB 35 application available to developers that includes specific requirements for the streamlining procedure. The application is available on the City's website for developers interested in pursuing the streamlined process. This procedure aids in minimizing the review time required for development processes and, in turn, reducing costs to developers that may increase the housing production in the City.

### TABLE HNA-31: LOCAL DEVELOPMENT PROCESSING TIMELINES

| Item | Approximate Length of Time from Submittal to Public Hearing | Approval Body |
|---|---|---|
| Conditional Use Permit | 2-4 months | Planning Director or Planning Commission |
| Plot Plan | 2–3 months | Planning Director |
| Specific Plan/Specific Plan Amendment | 9–12 months | Planning Commission |
| Tentative Tract Map/Parcel Map/Subdivision | 4–6 months | Planning Director or Planning Commission |
| Variance | 2–3 months | Planning Commission |
| Zone Change | 4–6 months | Planning Commission and City Council |
| General Plan Amendment | 4–6 months | Planning Commission / City Council |
| Environmental Documentation (Environmental Impact Report) | 9-12 months | Planning Commission |

*Source: City of Wildomar 2020*
*Notes: All CEQA documents require at least Planning Commission review*
*Legislative actions with Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report require Planning Commission and City Council approval (i.e., General Plan Amendments, Zoning Change, Specific Plans)*
*Non legislative actions with Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report require Planning Commission approval (i.e., Plot Plan, Conditional Use Permit, Variance, TPM/TTM). If non legislative actions have Categorical Exemptions, only Planning Director approval is required.*

## Permit Processing Procedures

Permit processing procedures and timelines are often cited by the development community as a primary contributor to housing costs. However, the City has taken several steps to streamline the development review approval process. The City's Planning Department processes planning permits and entitlement applications, including design review, use permits, variances, rezones, and general plan amendments in accordance with state law (i.e., permit streamlining act). The City requires that construction drawings be submitted to the Community Development Department for plan review. Plans are reviewed to ensure that the project meets City requirements outlined in the Municipal Code and the California Building Code. If such requirements are not met, City staff notifies the applicant of the necessary revisions, and the applicant must re-submit for review. Once all requirements are met, the applicant must pay all remaining fees, upon which the City issues a building permit and construction can begin.

There are different steps in the approval process a housing development must go through depending on the type and conditions of the development. Housing projects that require a CEQA MND or EIR, General Plan Amendment or Zone Change require Planning Commission and City Council approval (per state law). The permit processing timelines and procedures which are established by the permit streamlining act are consistent with other jurisdictions in the state and do not pose a constraint on the development of housing but in fact ensures these projects are streamlined.

Small single-family home construction only requires a building permit as part of an administrative review. Single-family subdivisions of 4 or less lots only require Planning Director approval of a parcel map (1 hearing/2-month timeframe). Single-family subdivisions of 5 or more lots require Planning Commission approval of a tract map per state law (1 hearing / 3-month timeframe). All single-family residential development (except a single home on a single lot) are required to conform to the City's Single Family Residential Design Standards and Guidelines which further help to expedite the processing timelines.

Multifamily developments (less than 3 units) require administrative staff approval of a Minor Plot review by the Planning Director (0 public hearings / 30-day review time). Multifamily developments (more than 3 units) are subject to a Plot Plan approval by the Planning Commission (1 public hearing / 3-month review time when CEQA exempt; and 1 public hearing / 6 month review time when MND/EIR is required). If multifamily projects require a General Plan Amendment or Zone Change, then these projects require 1 additional public hearing with the City Council (per state law) which adds an extra 30 days to the timeframe.

### *Plot Plan Findings*

In accordance with Chapter 17.216 of the Wildomar Municipal Code (Title 17) the following findings must be met for plot plan approval.

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

B. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

C. The Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

D. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

E. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Title 16 (Subdivisions) in such a manner that each building is located on a separate legally divided parcel.

### *Appeal*

If the Planning Commission denies a project, the applicant can appeal the denial to the City Council.

### *Conclusion*

The City's review process is typical of any jurisdiction and is intended to not constrain the development of multifamily or single-family housing. The city offers pre-application review meetings early in the process to ensure a clear understanding of the city policies and standards which are intended to streamline formal project submittals. The City's single family residential design standards and the multifamily residential design standards are intended to provide developers, builders, and architects with a clear statement of the desired architectural and site design characteristics for new single family and multi-family residential development.

The City's single family residential design standards and guidelines provide specifics including but not limited to, design style including colors and materials that are encouraged, building facades, roof planes, streetscape deign, garage location and design, walls and fences. The multifamily residential design standards use language and imagery to convey architectural and site planning concepts and outline the required design elements relating to form and massing, roofs, walls and windows, materials and colors and architectural features. Staff

relies on the city's objective design standards to promote approval certainty and minimize processing timelines.

## Approval to Building Permit

After a project is approved by the Planning Commission or City Council (refer to table HNA-31 for approval body), it becomes the applicant's responsibility to initiate the steps to secure building permits and approvals and begin construction in accordance with the approved plans. These steps include obtaining additional City clearances and paying fees as outlined in a project's conditions of approval. Other necessary actions for the applicant include:

- Completing construction drawings after project approval (city does not control this timeline)
- Recording with the County Clerk subdivision (final) maps (applies to ownership projects)
- Retaining contractors
- Obtaining utility approvals (not owned by the city), required easements and rights of entry

The length of time between a project's approval and building permit issuance in many cases is determined by the applicant. Once a project begins the construction plan review process, the following general timelines can be achieved with responsive applicants:

- Land Use Entitlement timelines and procedures generally take 3-6 months, but if they are considered major projects (projects requiring CEQA compliance), the process could take 6 – 12 months.
- Building permit approval timelines generally take 1-3 months (actual timeline depends on how fast an applicant can resubmit plans with corrections, etc.)

### TABLE HNA-32: TYPICAL PROCESSING PROCEDURES BY PROJECT TYPE

| Single-Family and Multifamily Process | Time to Complete (days or months) |
|---|---|
| Step 1: Entitlement/submittal of construction doc. | 15-day review period; then 10-day, then 5-day |
| Step 2: Plan check | Same as above |
| Step 3: Submit revised construction plans | 2 weeks* |
| Estimated Total Processing Time | 1–3 months* |

*Source: City of Wildomar 2020*
**Note: Review times vary on a case-by-case basis and depend on whether the developer makes a timely submittal.*

## Design Guidelines

The City of Wildomar revised and adopted its design guidelines for single-family residential development in November 2018. The City also adopted objective design standards for multifamily development on September 9, 2020. The purpose of the design standards and guidelines is to ensure that the design of proposed development and new land uses assists in maintaining and enhancing the character of the community. The goals and purposes of these procedures and requirements are to:

- Ensure that new homes are constructed in neighborhoods that are interesting and varied in appearance.
- Utilize building materials and enhanced landscaping to promote a look of quality, both at the time of initial occupancy and in future years.
- Encourage efficient use of land while creating high-quality communities that will maintain their economic value and long-term desirability as places to live and work.
- Incorporate conveniently located neighborhood parks, trails, and open space.
- Provide developers with a clear statement of the desired architectural and site design characteristics for new multifamily residential development.
- Ensure multifamily buildings contribute to creating high-quality neighborhoods and desirable places to live.

**Table HNA-33** summarizes the residential lot design standards for any single-family residential subdivision, as outlined in the adopted design guidelines. **Table HNA-34** summarizes site design standards for multi-family residential; additional details on form and massing, roof design, walls, windows, materials, colors and specific building types can be found in the City's Multi-Family Residential Objective Design Standards. In general, the guidelines were prepared to address market-rate housing developments.

Either the Planning Commission or City Council may be the final review authority of both single-family and multi-family projects in regards to design review based on the hearing processes. The approval, denial, or approval with conditions is based on the projects adherence to form, massing, roof design, and other aesthetic elements identified in the City's Multi-Family Residential Objective Design Standards or the Single Family Residential Design Standards and Guidelines. Exceptions to these standards and guidelines may occur under three circumstances at the discretion of the Planning Director, Planning Commission, or City Council:

- Other standards have been imposed upon an individual development project by the Planning Commission and/or the City Council.
- Other standards have been adopted by the City Council relative to a particular designated area of a District (e.g., Community Plans / Specific Plans).
- Physical constraints of an individual site make the application of a particular standard or guideline impractical.

To ensure the entitlement does not add any time constraints to a project, Design Review is typically conducted concurrently with the various required processes including improvement plan review, building permit application, and any requests for financial assistance from the City.

## TABLE HNA-33: SINGLE-FAMILY DESIGN STANDARDS

| Development Standards | Lots 7,200 sf or greater | Lots less than 7,200 sf |
|---|---|---|
| Minimum Net Usable Area (sf) | 6,500 | Not less than 85% of total area |
| Minimum Lot Widths (Frontage) | 65 ft* | 50 ft* |
| Lot Width at Frontage on Cul-de-sac Lots or Street Knuckle | 40 ft* | 40 ft* |
| Minimum Front Yard for Side-Loaded | 15 ft | 10 ft |
| Recommended Minimum Depth of Rear Yards | 20 ft | 15 ft |
| Spacing Between Structures | 10 ft | 10 ft |

*Source: City of Wildomar 2018*
*Note: Please refer to the Single-Family Residential Design Standards for a complete list of the applicable design standards.*
** Refer to the design standards for notes on these standards and for specific footnotes regarding this table.*

## TABLE HNA-34: MULTI-FAMILY DESIGN STANDARDS

| Development Standards | Requirement |
|---|---|
| Street Frontage | Minimum 60% coverage by buildings* |
| Ground Floor Elevation | 21 in. |
| Outdoor Recreation-Leisure Areas | 400 sf. per dwelling unit |
| Building Entrances | Face primary public street |
| Setback of Controlled Parking Facility Entrances | 18 ft. |

*Source: City of Wildomar 2020*
*Note: Please refer to the Multi-Family Residential Objective Design Standards for a complete list of the applicable design standards. * Refer to the design standards for notes on these standards and for specific footnotes regarding this table.*

To facilitate the goals of the design guidelines, the City has a number of policies that may provide financial incentives, density bonuses fast-tracking, and fee waivers to those developers that include units in their projects that will be sold to low- and moderate-income households. Currently, design guidelines have had little or no effect on market-rate or affordable housing development and therefore the design guidelines are not seen as a constraint to the development of housing.

## CONDITIONAL USE PERMIT PROCESS

The conditional use permit process is required for apartment housing in the R-3A zone. While no land is currently zoned as R-3A, should this zone district be applied to any land in the future the conditional use permit is required to review and address potential environmental impacts to hillsides.

### Applicability

Whenever any section of this title requires that a conditional use permit be granted prior to the establishment of a use, the following provisions shall take effect.

### Application

Every application for a conditional use permit shall be made in writing to the City's Planning Director on the forms provided by the Planning Department and shall be accompanied by the filing fee set forth in the Municipal Code. Applications will include the following information:

- Name and address of the applicant.
- Evidence that he or she is the owner of the premises involved or that he or she has written permission of the owner to make such application.
- A plot and development plan drawn in sufficient detail to clearly describe the following:
    - Physical dimensions of property and structures
    - Location of existing and proposed structures
    - Setbacks
    - Methods of circulation
    - Ingress and egress
    - Utilization of property under the requested permit

- Such additional information as shall be required by the application form.
- Dimensioned elevations, including details of proposed materials for elevations.

**Public Hearing**

A public hearing shall be held on the application for a conditional use permit in accordance with the provisions of Chapter 17.200 of the Wildomar Municipal Code, and all the procedural requirements and rights of appeal as set forth therein shall govern the hearing. Notwithstanding the above, or any other provision herein to the contrary, the hearing on any conditional use permit that requires approval of a general plan amendment, a specific plan amendment, or a change of zone shall be heard in accordance with the provisions of Section 17.08.050, 17.08.060, or 17.280.040 of the Wildomar Municipal Code, whichever is applicable, and all of the procedural requirements and rights of appeal as set forth shall govern the hearing.

**Conditions**

A conditional use permit shall not be granted unless the applicant demonstrates that the proposed use will not be detrimental to the health, safety, or general welfare of the community. Any permit that is granted shall be subject to such conditions as shall be necessary to protect the health, safety, or general welfare of the community.

**Use of Permit**

Any conditional use permit that is granted shall be valid for three years following the approval of the conditional use permit, unless the permit as granted specifies a shorter initial time period. If a permit has not been exercised within the three-year time period, the permittee may request an extension of time prior to the expiration date provided an application is filed with the City's Planning Director along with the required fee. Upon receipt of a request for a time extension request, the Planning Director shall schedule the request for Planning Commission consideration. At least 10 days prior to the scheduled meeting, the Planning Department shall mail a public notice to all property owners of real property within a 600-foot radius of the project boundary. The Planning Commission may extend the first request for an extension of time by an additional three years, the second request for an extension of time can be granted for an additional two years, and the third extension request can only be extended for a final one-year period provided the findings outlined in Section 17.200.060(C) of the Municipal Code are met.

**Revocation of Permit**

Any conditional use permit granted may be revoked upon the findings and procedure contained in Chapter 17.220 of the Municipal Code.

## BUILDING CODES AND ENFORCEMENT

The City of Wildomar uses the 2019 California Building Code, which establishes standards and requires inspections at various stages of construction to ensure code compliance. Although these standards and the time required for inspections increase housing production costs and may impact the viability of rehabilitation of older properties that are required to be brought up to current code standards, the intent of the codes is to provide structurally sound, safe, and energy-efficient housing.

The City has made one amendment to the local code, which was the inclusion of the 2019 California Green Building Code in 2019.

The City's Building and Safety Department is responsible for enforcing both state and city regulations governing maintenance of all buildings and property. Like most cities, Wildomar responds to code enforcement problems largely on a complaint basis.

## DEVELOPMENT FEES

Like cities throughout California, Wildomar collects development fees to recover the capital costs of providing community services and the administrative costs associated with processing applications.

Payment of fees is necessary to maintain an adequate level of services and facilities, and more generally, to protect public health, safety, and welfare. Based on a review of fees in neighboring jurisdictions and discussions with local developers, development fees in Wildomar are comparable to, and in some cases lower than, most other cities in the region.

As a means of assessing the cost that fees contribute to development in Wildomar, the City has calculated the total fees associated with development of a single-family and multifamily development. As indicated in **Table HNA-35**, development impact fees for a single-family residential project are approximately $6,954, and development fees for a multifamily project are approximately $4,805. A full list of fees applicable to planning and building residential development fees is provided in **Table HNA-36** and are also available on the City's website or on the websites of the entities that impose the fee such as the school district or county. Fees such as school impact fees and transportation uniform mitigation fees are outside of the City's control or influence. The fees are comparable to jurisdictions in the region and are not considered a constraint to the development of housing.

## TABLE HNA-35: TYPICAL RESIDENTIAL DEVELOPMENT COST

| Development Cost for a Typical Unit* | Single-Family | Multifamily |
|---|---|---|
| Transportation – Roads | $3,088 | $2,169 |
| Transportation – Signals | $401 | $281 |
| Police Facilities | $227 | $161 |
| Fire Protection | $440 | $312 |
| Park Land Acquisition | $597 | $423 |
| Park Improvements | $3,926 | $2,787 |
| Community Centers | $474 | $337 |
| Animal Shelter | $250 | $178 |
| City Hall | $384 | $272 |
| Corporation Yard | $79 | $56 |
| Drainage | $1,381 | $868 |
| Multi-Purpose Trails | $754 | $535 |
| County T.U.M.F. | $9,418 | $6,134 |
| School Impact Fee | $4.08 per s.f. | $4.08 per s.f. |
| **Total** | **$29,579**** | **$17,777**** |

*Source: City of Wildomar 2015, Lake Elsinore Unified School District 2020, Riverside County 2016*
**Includes 0.48 precent Admin Charge.*
***School impact fees calculated for a 2,000 square foot single-family home and 800 square foot multi-family unit.*

## TABLE HNA-36: RESIDENTIAL PLANNING AND BUILDING FEES

| Fee Category | Fee Amount |
|---|---|
| **PLANNING** | |
| Certificate of Zoning Compliance | $500 |
| Certificate of Historical Appropriateness | $750 |
| Certificate of Compliance | $2,500 |
| Appeals | $964 |
| Conditional Use Permit | $9,500 |
| Development Agreement | $5,000 |
| Public Use Permit | $7,500 |
| Extensions of Time | $4,500 |
| General Plan Amendment (General) | $8,500 |
| General Plan Amendment (Circulation Section) | $9,500 |

| Fee Category | Fee Amount |
|---|---|
| Minor Change (Tract and Parcel Maps) | $4,500 |
| Variance | $3,500 |
| Substantial Conformance | $3,500 |
| Change of Zone | $7,000 |
| Plot Plan (Administrative) | $4,000 |
| Plot Plan (Hearing) | $5,000 |
| Setback Adjustment | $500 |
| Lot Line Adjustment | $5,000 |
| Land Division | $3,500 |
| Parcel Merger | $5,000 |
| Tentative Parcel Map (Residential) | $3,500-$5,511 |
| Tentative Tract Maps (Multifamily) | $8,698-$8,718 |
| Tentative Tract Map Revised (Multifamily) | $6,044-$6,362 |
| Tentative Tract Map (Single-Family) | $8,827-$11,146 |
| Tentative Tract Map Revised (Single-Family) | $3,880-$5,722 |
| Vesting Tentative Maps | $8,391 |
| Specific Plan | $20,000 |
| Specific Plan Amendment | $10,000 |
| CEQA EIR | $8,439 |
| CEQA ND or MND | $8,439 |
| CEQA Exemption | $8,439 |
| Pre-Application Approval | $3,500 |
| Tree Removal Permit | $250 |
| **BUILDING** | |
| Residential Addition | $2,592.33 |
| Residential Addition to Guest House | $3,198 |
| Mobile Home | |
| Coach - Install | $240.72 |
| Earthquake Resistance Bracing | $240.72 |
| Manufactured Accessory Structure | $240.72 |
| Permanent Foundation | $240.72 |
| Replace Residential Coach | $240.72 |
| Site Preparation | $507.96 |

| Fee Category | Fee Amount |
|---|---|
| Multifamily Addition | $677.59 |
| Multifamily Individual Residential Units | $4,009.62 |
| New Residential | $4,632.93 |
| Residential Rehabilitation | $2,677.81 |

*Source: City of Wildomar, 2020*

## ON- AND OFF-SITE IMPROVEMENTS

Site improvement costs include the cost of providing access to the site, clearing the site, and grading the pad area. In the case of a subdivision, such costs may also include major improvements, such as building roads and installing sewer, water, and other utilities. As with land costs, several variables affect costs, including site topography and proximity to established roads, sewers, and water lines. Engineering and other technical assistance costs are usually included with site improvements as these services are required to ensure that development is constructed according to established codes and standards.

The City requires residential project improvements to include curb/gutter and drainage facilities, sidewalks, paved streets, landscaping, and water and sewer service. The standard street section includes 60 feet of right-of way, with 40 feet dedicated for street improvements, and 10 feet on each side for sidewalk and parkway improvements. These and other site improvement costs are typical of all cities in California and do not impose a significant constraint on the development of housing in Wildomar. The City does not impose any unusual requirements as conditions of approval for new development.

## AVAILABLE DRY UTILITIES

Dry utilities, including cable, electricity, and telephone service, are available to all areas within the City. There is sufficient capacity to meet the current need and any future need. Service providers are as follows:

- Cable: Verizon and Spectrum
- Electricity: Southern California Edison
- Telephone: Verizon
- Internet Service: Verizon, Spectrum, and Frontier Communications

## REVIEW OF LOCAL ORDINANCES

The City does not have any locally adopted ordinances that hinder the development of housing.

# NON-GOVERNMENTAL CONSTRAINTS

## LAND COSTS

Land costs are one of the major components of housing development costs. Land prices vary to such an extent that it is difficult to give average prices within small geographic regions. Factors affecting the costs of land include overall availability within a given subregion; environmental site conditions and constraints; public service and infrastructure availability; aesthetic considerations, such as views, terrain, and vegetation; the proximity to urban areas; and parcel size. Generally, more remote areas have less expensive land available and larger tracts of land, while smaller, more expensive parcels are located closer to urbanized areas.

As of January 2021, the average cost for an acre lot of vacant land in Wildomar is $137,634, with prices ranging from $8,881 to $499,444 (according to a survey of Landwatch.com listings performed in 2020). The maximum price range is significantly higher now compared to vacant land cost in 2013; however, there are a few lots available at a lower price range. While land prices declined during the economic recession, they have been increasing as shown by the current price range for available vacant land. Since there are lots available at a lower price range, land costs in the next several years may actually help keep the cost of some new housing affordable. While rising land costs tend to directly increase housing costs, declining land costs should give developers more options in serving the affordable housing market segment, recognizing that some land currently held by developers was purchased at substantially higher prices than may be the case now.

## CONSTRUCTION COSTS

The cost of construction depends primarily on the cost of materials and labor, which are influenced by market demand. The cost of construction will also depend on the type of unit being built and on the quality of product being produced. The cost of labor is based on a number of factors, including housing demand, the number of contractors in the area, and the unionization of workers.

The construction cost of housing affects the affordability of new housing and may be considered a constraint to affordable housing in the Riverside County region. A reduction in construction costs can be brought about in several ways. A reduction in amenities and quality of building materials in new homes (still above the minimum acceptability for health, safety, and adequate performance) may result in lower sales prices. State housing law provides that local building departments can authorize the use of materials and

construction methods if the proposed design is found to be satisfactory and the materials or methods are at least equivalent to that prescribed by the applicable building codes.

In addition, prefabricated, factory-built housing may provide lower-priced products by reducing labor and material costs. As the number of units built at one time increases, savings in construction costs over the entire development are generally realized as a result of an economy of scale, particularly when combined with density bonus provisions.

The City of Wildomar is in the process of completing an Economic Development market study and so far, the study indicates the average recent home sales price in the city is $399,332. Using current pricing sources, the average costs for a newly constructed 2,000-square-foot single-family home (not including land) in Wildomar would be calculated as shown in **Table HNA-37**.

### TABLE HNA-37: OVERALL CONSTRUCTION COST

| Item | Cost |
|---|---|
| Materials | $159,003 |
| Labor | $105,363 |
| Equipment | $5,047 |
| Per Home Costs, Total | $269,413 |

*Source: Building-cost.net 2020*

## AVAILABILITY OF FINANCING

Interest rates are determined by national policies and economic conditions, and there is little that local governments can do to affect these rates. Jurisdictions can, however, offer interest rate write-downs to extend home purchase opportunities to lower-income households. In addition, government-insured loan programs may be available to reduce mortgage down-payment requirements.

The cost of borrowing money to finance the construction of housing or to purchase a house affects the amount of affordably priced housing in Wildomar. First-time homebuyers are the group most impacted by financing requirements. As of January 2021, the current mortgage interest rate for new home purchases is approximately 3 percent for a fixed-rate 30-year loan. Lower initial rates are available with graduated payment mortgages, adjustable-rate mortgages, and buy-down mortgages; however, the subprime crisis has affected the availability of dollars for home mortgages. Variable interest rate mortgages on affordable homes may increase

to the point where the interest rate exceeds the cost of living adjustments, which is a constraint on affordability. Although rates are currently low, they can change significantly and substantially impact the affordability of housing stock. Fluctuating interest rates can eliminate many potential homebuyers from the housing market or render a housing project infeasible that could have been successfully developed or marketed at lower interest rates. Housing prices in Wildomar are unaffordable for persons of lower incomes, even with the lower interest rates. Housing prices are only affordable for persons with moderate or higher incomes. The constraint on homeownership in Wildomar is not the availability of financing, but the cost of housing, of which is unaffordable to lower-income households. Nor is the constraint on homeownership related to the availability of land.

Interest rates at the present time are not a constraint to affordable housing. Financing for both construction and long-term mortgages is generally available in Riverside County subject to normal underwriting standards. A more critical impediment to homeownership involves both the affordability of the housing stock and the ability of potential buyers to fulfill down-payment requirements. Conventional home loans typically require 5 to 20 percent of the sales price as a down payment, which is the largest constraint to first-time homebuyers. This indicates a need for flexible loan programs and a method to bridge the gap between the down payment and a potential homeowner's available funds. The availability of financing for developers under current economic conditions may also pose a constraint on development outside of the City's control.

## ENVIRONMENTAL AND INFRASTRUCTURE CONSTRAINTS

Environmental and infrastructure issues affect the amount, location, and timing of new residential development. New housing opportunities create challenges regarding public infrastructure extensions and expansions, and encroachment into agricultural land. In addition, the availability of adequate water, public infrastructure, such as wells and wastewater treatment facilities, and other public services and facilities can impact the feasibility of new residential development.

### Environmental

Earthquake risk is high in western Riverside County (which includes Wildomar), due to the presence of two of California's most active faults, the San Andreas and San Jacinto Faults. Environmental constraints were considered when determining the realistic capacity for sites listed in **Table HNA-23**.

## Infrastructure

Wildomar Southwestern Riverside County – The Southwest Riverside County Analysis Area encompasses the cities of Wildomar, Lake Elsinore, Murrieta, and Temecula. Significant unincorporated areas include Temescal Canyon, El Cerrito, and French Valley.

Primary water and sewer providers include Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), Rancho California Water District, Elsinore Valley Municipal Water District (EVMWD), and Lee Lake Water District. Both EMWD and WMWD comply with the California Water Conservation Council and best management practices. Within this area, WMWD provides only water services and does not operate a sewer treatment plant or sewer collection facilities. All of the service districts stated that they have adequate current capacity to meet demand and adequate capacity to expand to meet projected development. The current facilities and/or infrastructure are reported to be in good operating condition. Therefore, it is determined that the City has enough capacity to meet the 2021-2029 regional housing need.

To comply with SB 1087, the City will immediately forward its adopted Housing Element to its water and wastewater provider (EVMWD) so they can grant priority for service allocations to proposed developments that include units affordable to lower-income households.

## Senate Bill 244

SB 244 requires cities and counties, prior to adoption of the Housing Element, to address the infrastructure needs of disadvantaged unincorporated communities outside the city's limits but within the city's planning area. Because the city's planning area does not contain any unincorporated areas, no such conditions exist.

PLACEWORKS

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www.placeworks.com

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.7**
**Meeting Date: March 13, 2024**

**SUBJECT:** Annexation No. 10 into Community Facilities District No. 2022-1 (Services) for Faith Bible Church (LLA 2020-008)

**SUBMITTED BY:** Ninette Eva

**PREPARED BY:** Ninette Eva

**ACTION:**
Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - ____**

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. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

**SUMMARY:**
The resolution of intention will begin the proceedings for the annexation of Faith Bible Church into the Community Facilities District No. 2022-1 for Maintenance Services and will authorize the levying of special taxes on parcels of the taxable property to cover the costs associated with the maintenance of public improvements.

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

The owner, Faith Bible Murrieta Church, of LLA 2020-008 containing 20.20 gross acres within the City, has requested that the City annex this territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements

proposed to be maintained include items such as landscaping, lighting, street maintenance, and drainage.

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

**DISCUSSION:**
The area proposed within Annexation No. 10 will encompass 20.20 acres to include a sanctuary building, with a FY 2023-24 maximum annual tax of $684 per acre, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 10. This tax rate includes a Maximum Special Tax A of $251 per acre per year for maintenance services of public facilities and a Special Tax C (Contingent) of $433 per acre per year. These tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax C will increase by the greater of CPI or 2%, all not to exceed 6%. Faith Bible Murrieta Church has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

The next step to annex the property to CFD No. 2022-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on May 8, 2024, and at that time the Council will formally consider approval of Annexation No. 10.

**FISCAL IMPACT:**
The projected levy for FY 2023-24 is $5,067 for the first year of Special Tax A maintenance services and Special Tax C, if needed, will generate $8,742. These levies are intended to offset the City's future costs to maintain the new public improvements. Costs associated with the processing of this annexation are covered by developer fees and deposits. There is no impact to the General Fund.

**ATTACHMENTS:**
Resolution of Intention Annexation No. 10
1 - Exhibits A - G
2 - Project Map Annexation No. 10
3 - Maintenance Exhibits

**RESOLUTION NO. 2024 - _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 10) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN**

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

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

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

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

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

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

**Section 3.** Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property may annex to CFD No. 2022-1 and is more particularly described and shown on that certain map entitled “Proposed Boundary Map Community Facilities District No. 2022-1 of the City of Wildomar (Services) of the City of Wildomar, County of Riverside, State of California” as recorded on April 19, 2022 in Book 88 of Maps of Assessment and Community Facilities District, Pages 77, and as Instrument No. 2022-0183915 in the official records of the County of Riverside. The territory proposed to be annexed to CFD No. 2022-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 10, Community Facilities District No. 2022-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

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

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

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

**Section 7.** Public Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Wednesday, May 8, 2024, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to CFD No. 2022-1.

**Section 8.** Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2022-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall

contain the information prescribed by Section 53322 of the Act.

**Section 9**. Mailing Ballots. In anticipation of its action on Wednesday, May 8, 2024 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2022-1 a ballot, the full text of which shall be as set forth in Exhibit G hereto and shall be included in the ballot pamphlet mailed to each qualified elector. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

**PASSED, APPROVED, AND ADOPTED** this 13th day of March 2024.

Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

Thomas D. Jex
City Attorney

**ATTEST:**

Janet Morales
City Clerk

**EXHIBIT A**

**DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED**

## DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") Annexation No. 10, is currently comprised of one (1) parcel located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Number (APN).

| APN | Owner Name |
|---|---|
| 376-410-030 | Faith Bible Murrieta Church |

**EXHIBIT B**

**DESCRIPTION OF SERVICES**

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

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

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

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

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

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

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

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

# EXHIBIT C

# RATE AND METHOD OF APPORTIONMENT

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

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

**A. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**"City"** means the City of Wildomar.

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

**"County"** means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. ASSIGNMENT TO LAND USE CATEGORIES**

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

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

## C. MAXIMUM SPECIAL TAX RATES

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

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

### 1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

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

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

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

**2. Special Tax B**

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

a. Developed Property

(i) Maximum Special Tax B

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

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

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

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

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

**3. Special Tax C (Contingent)**

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

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

a. Developed Property

(i) Maximum Special Tax C (Contingent)

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

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

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

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

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

## D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

### 1. Special Tax A

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

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

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

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

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

**2. Special Tax B**

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

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

**3. Special Tax C (Contingent)**

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

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

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

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

## E. FUTURE ANNEXATIONS

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

## F. TERM OF SPECIAL TAX

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

## G. EXEMPTIONS

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

## H. APPEALS

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

## I. MANNER OF COLLECTION

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

**APPENDIX A**

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

**COST ESTIMATE**

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

**TAX ZONE 10 – SPECIAL TAX A**
**LLA 2022-008**

| Item | Description | Estimated Cost |
|---|---|---|
| 1 | Landscaping | $1,165 |
| 2 | Lighting | $257 |
| 3 | Streets | $1,971 |
| 4 | Drainage | $369 |
| 5 | Reserves | $405 |
| 6 | Admin | $900 |
| **Total** | | **$5,067** |

**Special Tax B Services –** Tax Zone 10 consists of a non-residential parcel and therefore will not be subject to the cost of providing Police and Fire Protection services being funded by Special Tax B.

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

**TAX ZONE 10 – SPECIAL TAX C (Contingent)**
**LLA 2020-008**

| Item | Description | Estimated Cost |
|---|---|---|
| 1 | Drainage | $7,129 |
| 2 | Reserves | $713 |
| 3 | Admin | $900 |
| **Total** | | **$8,742** |

**TAX ZONE 10**
**LLA 2022-008**
**FY 2023-2024 MAXIMUM SPECIAL TAX RATES**

| Taxable Property | Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B | Maximum Special Tax C (Contingent) |
|---|---|---|---|---|---|
| Developed Property | Non-Residential | Acre | $5,067 | N/A | $8,742 |
| Approved Property | Non-Residential | Acre | $5,067 | N/A | $8,742 |
| Undeveloped Property | Non-Residential | Acre | $5,067 | N/A | $8,742 |

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE**
**FOR DEVELOPED PROPERTY**

| Tax Zone | Fiscal Year Included | Tract | No. of Taxable Units | LUC | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B | Maximum Special Tax C (Contingent) | Subdivider |
|---|---|---|---|---|---|---|---|---|---|
| Original | 2022-23 | TR 36672 | 136 | SFR | RU | $408 | $430 | $261 | Lennar Homes |
| 1 | 2022-23 | PP 13-0089 | 170 | MFR | RU | $203 | $305 | $0 | Villa Siena Property LLC |
| 2 | 2022-23 | TR 37476 | 77 | SFR | RU | $583 | $430 | $262 | KB Home Coastal Inc. |
| 3 | To Be Determined | | | | | | | | |
| 4 | 2023-24 | PM 37941 | 9.62 | NR | Acre | $4,060 | $0 | $0 | Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc. |
| 5 | 2023-24 | TR 31896 | 117 | SFR | RU | $788 | $451.50 | $503 | D.R. Horton Los Angeles Holding Co. |
| 6 | 2023-24 | LLA 2022-004 | 89 | MFR | RU | $153 | $320.25 | $0 | Wildomar Tres Lagos Partners LP |
| 7 | 2023-24 | TR 36781/36782 | 191 | SFR | RU | $267 | $451.50 | $46 | CPR/CWR Westpark Project, LLC |
| 8 | 2023-24 | LLA 2022-004 | 88 | MFR | RU | $153 | $320.25 | $0 | Palm Communities |
| 9 | 2023-24 | PP 21-0138 | 1.15 | NR | Acre | $2,700 | $0 | $2,372 | DMSD Cajun Properties LLC |
| 10 | 2023-24 | LLA 2020-008 | 20.20 | NR | Acre | $5,067 | $0 | $8,742 | Faith Bible Church Murrieta |

**ESCALATION OF MAXIMUM SPECIAL TAXES**

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

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

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

**EXHIBIT B**

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

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

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

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

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

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

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

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

**EXHIBIT D**

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

**PROPOSED BOUNDARIES**

# *PROPOSED ANNEXATION MAP NO. 10*

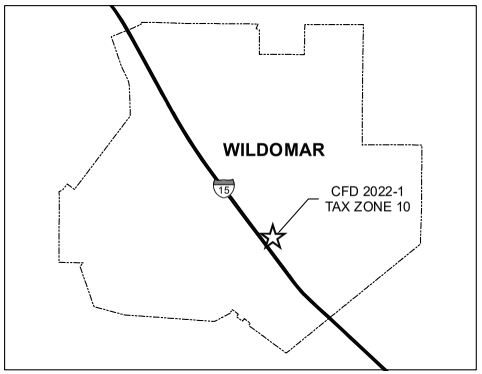
## COMMUNITY FACILITIES DISTRICT NO. 2022-1
## (SERVICES)
## OF THE CITY OF WILDOMAR,
## COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20___, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR



RECORDED THIS ____ DAY OF _____, 20____AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR

## LEGEND

| | |
|---|---|
| | CITY BOUNDARY |
| | CFD BOUNDARY |
| | PARCEL LINE |
| | CITY BOUNDARY |
| XXX-XXX-XXX | ASSESSOR PARCEL NUMBER |
| (10) | TAX ZONE |

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2023-24.

SPICER CONSULTING GROUP

N W E S

0 375 750 1,500 Feet

# EXHIBIT E

## WAIVER AND CONSENT RESPECTING CONDUCT OF MAILED BALLOT, LANDOWNER ELECTION

**PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING ANNEXATION OF PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) WITHIN THE CITY OF WILDOMAR AND A WAIVER WITH RESPECTS TO CERTAIN PROCEDURAL MATTERS UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND CONSENTING TO THE LEVY OF SPECIAL TAXES THEREON TO PAY THE COSTS OF SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT**

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the annexation of the property described below to Community Facilities District No. 2022-1 (Services) and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by Community Facilities District No. 2022-1 (Services).

2. The undersigned requests that the community facilities district provide any services that are permitted under the Act including, but not limited to, all necessary service, operations, administration and maintenance required to keep the landscape lighting, street lighting, flood control facilities, ground cover, shrubs, plants and trees, irrigation systems, graffiti removal, sidewalks and masonry walls, fencing entry monuments, tot lot equipment and associated appurtenant facilities within the district in a healthy, vigorous and satisfactory working condition.

3. The undersigned hereby certifies that as of the date indicated opposite its signature, it is the owner of all the property within the proposed boundaries of the community facilities district described in Exhibit A hereto and as shown on the map Exhibit B hereto.

4. The undersigned requests that a special election be held under the Act to authorize the special taxes for the proposed community facilities district. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the annexation of the property to the community facilities district or at the next available meeting.

5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot. The undersigned expressly waives all notice requirements relating to hearings and special elections (except for published notices required by the Act), and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including but not limited to any notice

provided for by compliance with the provisions of Section 4101 of the California Elections Code. The undersigned expressly waives the word limit requirement for the ballots pursuant to Sections 13247 and 9051 of the Elections Code.

6. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the annexation of property to the community facilities district of the portion of the incorporated area of the City of Wildomar or the special election therein shall be invalidated or affected by any such irregularity, error mistake or departure.

IN WITNESS WHEREOF, I hereunto set my hand this 31 day of Jan, 20 24.

[NAME OF LANDOWNER]

By: _____

Name: John Pleasnick

Title: Corp Secretary

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. 19-0179

OWNER'S MAILING ADDRESS:

23811 Washington Ave #C110-313

Murrieta, CA 92562

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 20___.

_____

City Clerk of the City Council of the
City of Wildomar

**INSERT EXHIBIT A: ZONE DESCRIPTION**

**EXHIBIT "A"**
**EXISTING PARCEL LEGAL DESCRIPTIONS**
**LOT LINE ADJUSTMENT NO. 2020-008**
**CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Parcel A: APN 376-410-024**

That portion of the northeast quarter of the southwest quarter of fractional - Section 36, Township 6 South, Range 4 West, San Bernardino Base and Meridian as shown by United States Government Survey, described as follows:

**BEGINNING** at the northeast corner of said southwest quarter; thence along the east line of said northeast quarter South 0°56'48" West, 1,270.44 feet; thence North 36°52'00" West, 1,085.91 feet; thence North 43°31'16" West, 60.41 feet; thence North 36° 52' 00" West, 464.89 feet to the north line of said northeast quarter, distant along said north line North 89°10'45" West, 993.10 feet from the POINT OF BEGINNING; thence along said north line South 89°10'45" East, 993.10 feet to the **POINT OF BEGINNING.**

Excepting therefrom one-half of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface but without the right to enter upon or use the surface of said real property as reserved by Sidney Snyder, et al, in Deed recorded December 19, 1958, in Book 2383, Page 250 of Official Records, Riverside County Records.

**AREA:** 14.26 acres, more or less.

**Parcel B: APN 376-410-002**

Parcel 1 and Lots "A", "C" and "D" of Parcel Map No. 9789, in the County of Riverside, State of California, as per plat Recorded in Book 44 of Parcel Maps, Page 51, in the Office of the County Recorder of said County.

Excepting therefrom one-half of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface but without the right to enter upon or use the surface of said real property as reserved by Sidney Snyder, et al, in Deed recorded December 19, 1958, in Book 2383, Page 250 of Official Records, Riverside County Records.

**AREA:** 10.05 acres, more or less.

**EXHIBIT "A"**
**ADJUSTED PARCEL LEGAL DESCRIPTIONS**
**LOT LINE ADJUSTMENT NO. 2020-008**
**CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

A portion of the southeast one-quarter of fractional Section 36 and those portions of the northeast one-quarter of the southwest one-quarter of fractional Section 36, Township 6 South, Range 4 West, San Bernardino Base and Meridian, County of Riverside, State of California, according to the United States Government Survey thereof, together with Parcel 1 and Lots "A", "C" and "D" of Parcel Map No. 9789, in the County of Riverside, State of California, as per plat Recorded in Book 44 of Parcel Maps, Page 51, in the Office of the County Recorder of said County being described as follows.

**PARCEL 1**

**BEGINNING** at the center of said Section 36, as shown on the Record of Survey filed in Book 139, Page 48 of Records of Surveys in the Office of the County Recorder of said Riverside County;

Thence along the northerly line of said northeast one-quarter of the southwest one-quarter of Section 36 South 88°53'23" West 697.64 feet;

Thence leaving said northerly line South 01°06'37" East 220.92 feet to the beginning of a tangent curve concave northeasterly and having a radius of 333.00 feet;

Thence along said curve southerly 132.23 feet through a central angle of 22°45'04";

Thence radially from said curve South 66°08'19" West 36.65 feet to the westerly line of that certain Grant Deed recorded September 10, 2010 as Instrument No. 2010-0435827 of Official Records of said County Recorder;

Thence along said westerly line the following courses: South 45°31'00" East 60.47 feet;

Thence South 38°55'46" East 1082.16 feet to a point on the easterly line of said northeast one-quarter of Section 36;

Thence along said easterly line North 01°07'32" West 601.02 feet to the southerly line of Lot D of Parcel Map No. 9789, filed in Book 44, Page 51 of Parcel Maps, in the Office of said County Recorder, also shown on said Record of Survey;

Thence leaving said easterly line along the southerly line of Lot D North 88°43'15" East 662.23 feet;

Thence North 01°08'23" West 661.32 feet to the northerly line of Lot A of said Parcel Map and Record of Survey;

Thence along said northerly line South 88°41'06" West 662.07 feet to the **POINT OF BEGINNING**.

Excepting therefrom one-half of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface but without the right to enter upon or use the surface of said real property as reserved by Sidney Snyder, et al, in Deed recorded December 19, 1958, in Book 2383, Page 250 of Official Records, Riverside County Records.

**AREA:** 23.04 acres, more or less.

**PARCEL 2**

**COMMENCING** at the center of said Section 36, as shown on the Record of Survey filed in Book 139, Page 48 of Records of Surveys in the Office of the County Recorder of said Riverside County;

Thence along the northerly line of said northeast one-quarter of the southwest one-quarter of Section 36 South 88°53'23" West 697.64 feet to the **TRUE POINT OF BEGINNING**.

Thence leaving said northerly line South 01°06'37" East 220.92 feet to the beginning of a tangent curve concave northeasterly and having a radius of 333.00 feet;

Thence along said curve southerly 132.23 feet through a central angle of 22°45'04";

Thence radially from said curve South 66°08'19" West 36.65 feet to the westerly line of that certain Grant Deed recorded 9/10/2010 as Instrument No. 2010-0435827 of Official Records of said County Recorder;

Thence along said westerly line North 38°55'06" West 460.56 feet to the northerly line of said northeast one-quarter of the southwest one-quarter of Section 36;

Thence along said northerly line North 88°53'23" East 290.22 feet to the **TRUE POINT OF BEGINNING**.

Excepting therefrom one-half of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface but without the right to enter upon or use the surface of said real property as reserved by Sidney Snyder, et al, in Deed recorded December 19, 1958, in Book 2383, Page 250 of Official Records, Riverside County Records.

**AREA:** 1.27 acres, more or less

See Exhibit B attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

John R. Duquette, P.L.S. 7566 — Date: 12/4/2020

**INSERT EXHIBIT B: TRACT/PARCEL/SUBDIVISION MAP**

RECORDING REQUESTED BY
THE CITY OF WILDOMAR

When recorded, return to:

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

**DOC # 2021-0209184**
04/02/2021 03:04 PM Fees: $0.00
Page 1 of 8
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted to the County of Riverside for recording**
Receipted by: MARY #420

| NOTICE OF LOT LINE ADJUSTMENT NO. 2020-008 | |
|---|---|
| RECORD OWNERS | EXISTING PARCELS (Assessor Parcel Numbers) |
| Faith Bible Church - Murrieta | 376-410-002 |
| Faith Bible Church - Murrieta | 376-410-024 |
| | |
| | |

LEGAL DESCRIPTIONS OF EXISTING AND ADJUSTED PARCELS
See attached Legal Description and Plat - Exhibit "A" and Exhibit "B"

**SIGNATURE(S) OF RECORDED OWNER(S) *(Must be Notarized)***

| | |
|---|---|
| *Print Name/Title:* JOHN PLEASNICK, TRUSTEE | *Signature:* |
| *Print Name/Title:* AKA John Frederick Pleasnick | *Signature:* |
| *Print Name/Title:* | *Signature:* |
| *Print Name/Title:* | *Signature:* |

**CITY OF WILDOMAR PLANNING DEPARTMENT APPROVAL**

Signature: Matthew Bassi Printed Name: Matthew Bassi Date: 3/16/21

**CITY OF WILDOMAR ENGINEERING DEPARTMENT APPROVAL**

Signature: Printed Name: Daniel A. York Date: 3/16/2021

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Riverside }

On March 5, 2021 before me, Ashley Nicole Delavergne, Notary Public
*Date* *Here Insert Name and Title of the Officer*

personally appeared John Frederick Pleasnick
*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.

ASHLEY NICOLE DELAVERGNE
COMM. #2314990
Notary Public - California
RIVERSIDE COUNTY
My Comm. Expires DEC. 09, 2023

*Place Notary Seal and/or Stamp Above*

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

WITNESS my hand and official seal.

Signature A N Delavergne
*Signature of Notary Public*

**OPTIONAL**

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

**Description of Attached Document**
Title or Type of Document: Notice of lot line Adjustment
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

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

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**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 Riverside )

On March 16, 2021 before me, Janet Morales **A NOTARY PUBLIC**,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Matthew Bassi & Daniel A. York
*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.

JANET MORALES
Notary Public - California
Riverside County
Commission # 2319726
My Comm. Expires Feb 21, 2024

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**
Title or Type of Document: LLA 2020-008 Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

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

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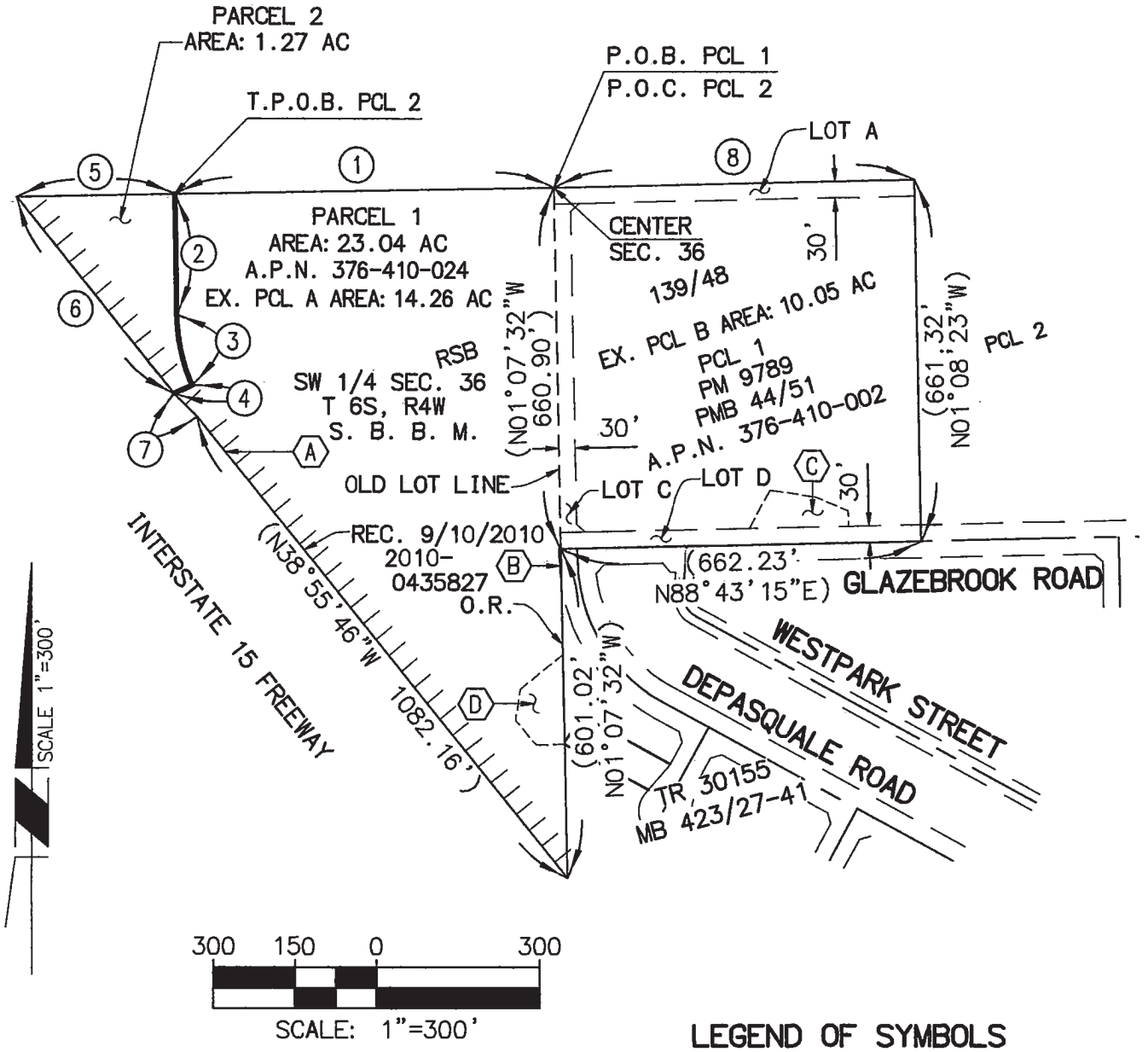
# EXHIBIT "B" - MAP
## LOT LINE ADJUSTMENT NO. 2020-008
## CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA




## LEGEND OF SYMBOLS

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| T.P.O.B. | TRUE POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| ———— | EXISTING LOT LINE TO REMAIN |
| – – – – – | OLD LOT LINE |
| ▬▬▬▬ | ADJUSTED LOT LINE |
| ( ) | INDICATES RECORD DATA PER RSB 139/48 |
| - - - - - - - - | EXISTING EASEMENTS |
| ┬┬┬┬┬ | ABUTTERS RIGHTS |

NOTES:
SEE SHEET 5 FOR COURSE DATA AND EASEMENT NOTES. THE PROPOSED LOT LINE WILL WILL NOT LATERALLY INTERSECT A GRADED MANUFACTURED SLOPE. NO DRAINAGE FROM THE TRIBUTARY AREA ABOVE A MANUFACTURED SLOPE WILL SHEET FLOW OVER THE SLOPE FACE.

Michael Baker INTERNATIONAL
40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM

DATE: 12/4/20
SHEET 4 OF 5

# EXHIBIT "B" - MAP
# LOT LINE ADJUSTMENT NO. 2020-008
# CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

| DATA TABLE | | | |
|---|---|---|---|
| (NO) | BEARING/DELTA | RADIUS | LENGTH |
| 1 | N88°53'23"E | -- | 697.64' |
| 2 | N01°06'37"W | -- | 220.92' |
| 3 | 22°45'04" | 333.00' | 132.23' |
| 4 | N66°08'19"E | (R) | 36.65' |
| 5 | N88°53'23"E | -- | 290.22' |
| 6 | (N38°55'06"W | -- | 460.56') |
| 7 | (N45°31'00"W | -- | 60.47') |
| 8 | (N88°41'06"E | -- | 662.07') |

NOTE:

THE BASIS OF THIS SURVEY IS RSB 139/48

## EXISTING EASEMENT NOTES:

(A) AN EASEMENT EXCEPTING AND RESERVING UNTO THE STATE OF CALIFORNIA ANY AND ALL RIGHTS OF INGRESS TO OR EGRESS FROM THE LAND HEREIN CONVEYED OVER AND ACROSS THE SOUTHWESTERLY LINES THEREOF; IT IS THE PURPOSE OF THE FOREGOING EXCEPTION AND RESERVATION TO PROVIDE THAT NO EASEMENT OF ACCESS SHALL ATTACH OR BE APPURTENANT TO THE PROPERTY HEREBY CONVEYED, BY REASON OF THE FACT THAT THE SAME ABUTS UPON A STATE HIGHWAY. IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED APRIL 11, 1957 AS INSTRUMENT NO. 26586 OFFICIAL RECORDS.

(B) AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES PURPOSES, OVER, UPON, ACROSS, AND WITHIN THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 13, 2007 AS INSTRUMENT NO. 2007-0176623 OFFICIAL RECORDS.

(C) AN EASEMENT FOR STORM DRAIN FOR FLOOD CONTROL AND DRAINAGE PURPOSES FOR THE CONSTRUCTION, USE, REPAIR, RECONSTRUCTION, INSPECTION, OPERATION AND MAINTENANCE OF STORM DRAIN FACILITIES, AND ALL APPURTENANT WORKS, INCLUDING INGRESS AND EGRESS THERETO, OVER, UNDER AND ACROSS THAT CERTAIN REAL PROPERTY TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MARCH 3, 2007 AS INSTRUMENT NO. 2007-0170125 OF OFFICIAL RECORDS.

(D) AN EASEMENT FOR STORM DRAIN FOR FLOOD CONTROL AND DRAINAGE PURPOSES FOR THE CONSTRUCTION, USE, REPAIR, RECONSTRUCTION, INSPECTION, OPERATION AND MAINTENANCE OF STORM DRAIN FACILITIES, AND ALL APPURTENANT WORKS, INCLUDING INGRESS AND EGRESS THERETO, OVER, UNDER AND ACROSS THAT CERTAIN REAL PROPERTY TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MARCH 3, 2007 AS INSTRUMENT NO. 2007-0170126 OF OFFICIAL RECORDS.

Michael Baker INTERNATIONAL
40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM

DATE: 12/4/20
SHEET 5 OF 5

# EXHIBIT F

# NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (ANNEXATION NO. 10)**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Wildomar on March 13, 2024 adopted its Resolution No. 2024-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2022-1 is proposed.

**NOTICE IS HEREBY FURTHER GIVEN** that the City Council has fixed 6:00 p.m., or as soon thereafter as practicable, Wednesday, May 8, 2024 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2022-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20___

_____
City Clerk of the City of Wildomar

# EXHIBIT G

# SPECIAL ELECTION BALLOT

**SPECIAL TAX ELECTION**
**CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**
**ANNEXATION NO. 10**

**(May 8, 2024)**

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 10 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

| Name of Landowner | Number of Acres Owned | Total Votes |
|---|---|---|
| Faith Bible Church Murrieta | 20.20 | 21 |

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

**Mail Delivery:** If by mail, place ballot in the return envelope provided, and mail no later than April 24, 2024, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

**Personal Delivery:** If in person, deliver to the City Clerk at any time up to 6:00 p.m. on May 8, 2024, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on May 8, 2024.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

***TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.***

**OFFICIAL SPECIAL TAX BALLOT**

| Name & Address of Property Owner: | Assessor's Parcel Number(s): |
|---|---|
| Faith Bible Church Murrieta<br>Attn: John Pleasnick<br>23811 Washington Ave. #C110-313<br>Murrieta, CA 92562 | 376-410-030 |

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 10

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rate set forth in the following table:

| Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax C (Contingent) |
|---|---|---|---|
| Non-Residential | Acre | $5,067 | $8,742 |

plus an annual increase on each July 1, commencing on July 1, 2024 the Maximum Special Tax A and Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater, to finance certain services within the territory identified on the map entitled "Annexation Map No. 10 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including landscaping, lighting, streets, and drainage for Special Tax A, and drainage for Special Tax C (Contingent) as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-__ adopted by the City Council of the City of Wildomar on March 13, 2024 (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?

MARK "YES" OR "NO" WITH AN "X":

YES _____

NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

Faith Bible Church Murrieta
John Pleasnick
Corp Secretary

_____
Signature

_____
Print Name

_____
Title

# *PROJECT MAP*

## CFD NO. 2022-1 (SERVICES)
## ANNEXATION NO. 10

SPICER CONSULTING GROUP

APN: 376-410-027

APN: 376-410-030

66' WIDE IRREVOCABLE OFFER OF RIGHT OF WAY DEDICATION PER INST. NO. 2021-0339322

FUTURE CLASSROOMS

FUTURE WORSHIP BUILDING

TEMPORARY WORSHIP TENT (FUTURE GYMNASIUM)

HP

RCFCD TO MAINTAIN STORM DRAIN HEADWALL

GLAZEBROOK RD.

STOP

EX. 78" SD (RCFCD MAINTAINED)

EX. BASIN

EX. 78" SD

WESTPARK ST.

DEPASQUALE RD.

EX. ACCESS ROAD

EX. 72" SD

EX. 84" SD

INTERSTATE 15 FREEWAY

SCALE 1"=60'

60 30 0 60 120 180

SCALE: 1"=60'

| LEGEND | SYMBOL | QUANTITY | MAINTENANCE |
|---|---|---|---|
| RIGHT OF WAY | | | |
| PROPERTY LINE | | | |
| STREET ℄ | | | |
| STREETLIGHTS | | 2 EA | CFD |
| CATCH BASINS | | 1 EA | CFD |
| STORM DRAIN | | 309 LF | CFD |

| CFD MAINTENANCE RESPONSIBILITY | |
|---|---|
| CFD MAINTAINED STREET PERIMETER | 747 LF |
| CFD MAINTAINED PAVEMENT | 8,186 SF |
| CFD MAINTAINED SIDEWALK | 3,530 SF |
| CFD MAINTAINED LANDSCAPING | 2,096 SF |

PREPARED BY:

FMCIVIL ENGINEERS INC.

48170 KALMIA STREET, SUITE 120 | MURRIETA | CA 92562
951.973.0201 - FMCIVIL.COM

# FAITH BIBLE CHURCH

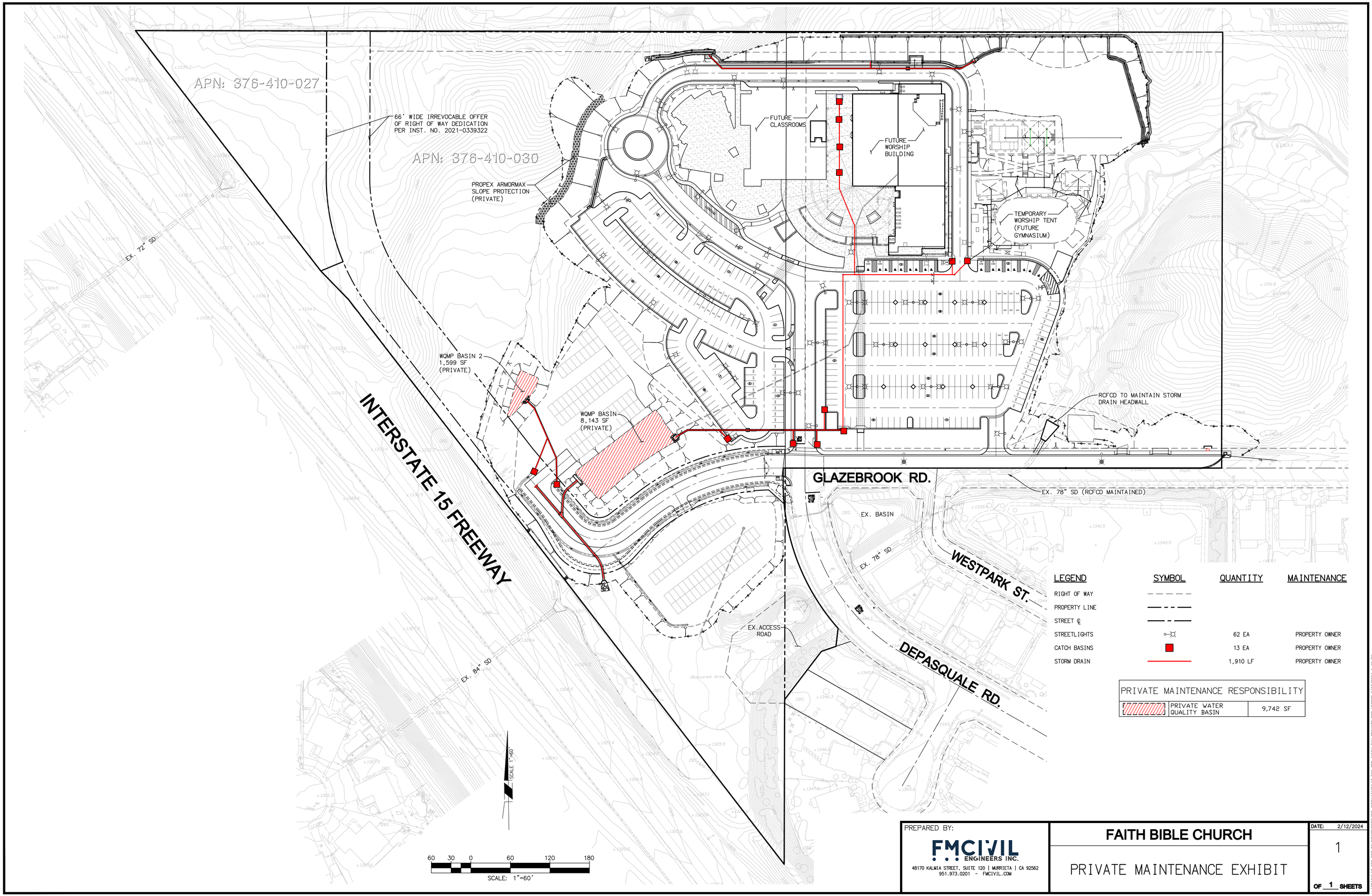
## CFD MAINTENANCE EXHIBIT

DATE: 2/12/2024

1

OF 1 SHEETS

H:\PROJ\17-002 FBC #1\DRAWINGS\CFD ANNEX\17-002-CFD ANNEX-EXH-CFD.DWG HECTOR 2/12/2024 1:17 PM




| LEGEND | SYMBOL | QUANTITY | MAINTENANCE |
|---|---|---|---|
| RIGHT OF WAY | | | |
| PROPERTY LINE | | | |
| STREET ℄ | | | |
| STREETLIGHTS | | 62 EA | PROPERTY OWNER |
| CATCH BASINS | | 13 EA | PROPERTY OWNER |
| STORM DRAIN | | 1,910 LF | PROPERTY OWNER |

| PRIVATE MAINTENANCE RESPONSIBILITY | | |
|---|---|---|
| | PRIVATE WATER QUALITY BASIN | 9,742 SF |

PREPARED BY:

FMCIVIL ENGINEERS INC.
48170 KALMIA STREET, SUITE 120 | MURRIETA | CA 92562
951.973.0201 - FMCIVIL.COM

# FAITH BIBLE CHURCH

## PRIVATE MAINTENANCE EXHIBIT

DATE: 2/12/2024

1

OF 1 SHEETS

H:\PDATA\17-002 FBC WILDOMAR\DWGS\CFD ANNEXATION\17-002-CFD ANNEX-EXH-PRIVATE.DWG HECTOR 2/12/2024 1:10 PM

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.8**
**Meeting Date: March 13, 2024**

**SUBJECT:** Grading Agreement for Wildomar Commerce Center

**SUBMITTED BY:** Matt Kramer

**PREPARED BY:** Ninette Eva

**ACTION:**
Authorize the City Manager to execute the Mass Grading Agreement with White Sable, LLC and Wildomar One, LLC (Developer).

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

**BACKGROUND:**
Wildomar Commerce Center (Project) is located at the southwest corner of Elizabeth Lane and Clinton Keith Road. The proposed Project was reviewed under Substantial Conformance #22-0085. The Project is a development consisting of a 293,173 square-foot industrial/business park, including ancillary service commercial uses, which is a development that is smaller in size and intensity than the original project. The original project, Rancon Medical and Education Center (PA #13-0053) was approved for the development of 390,620 square feet of business park, general offices, medical and dental offices and commercial retail. An aerial image of the project site and the surrounding area is provided in Attachment A.

The developer is currently processing grading plans and improvement plans with the City and anticipates beginning mass grading activities soon.

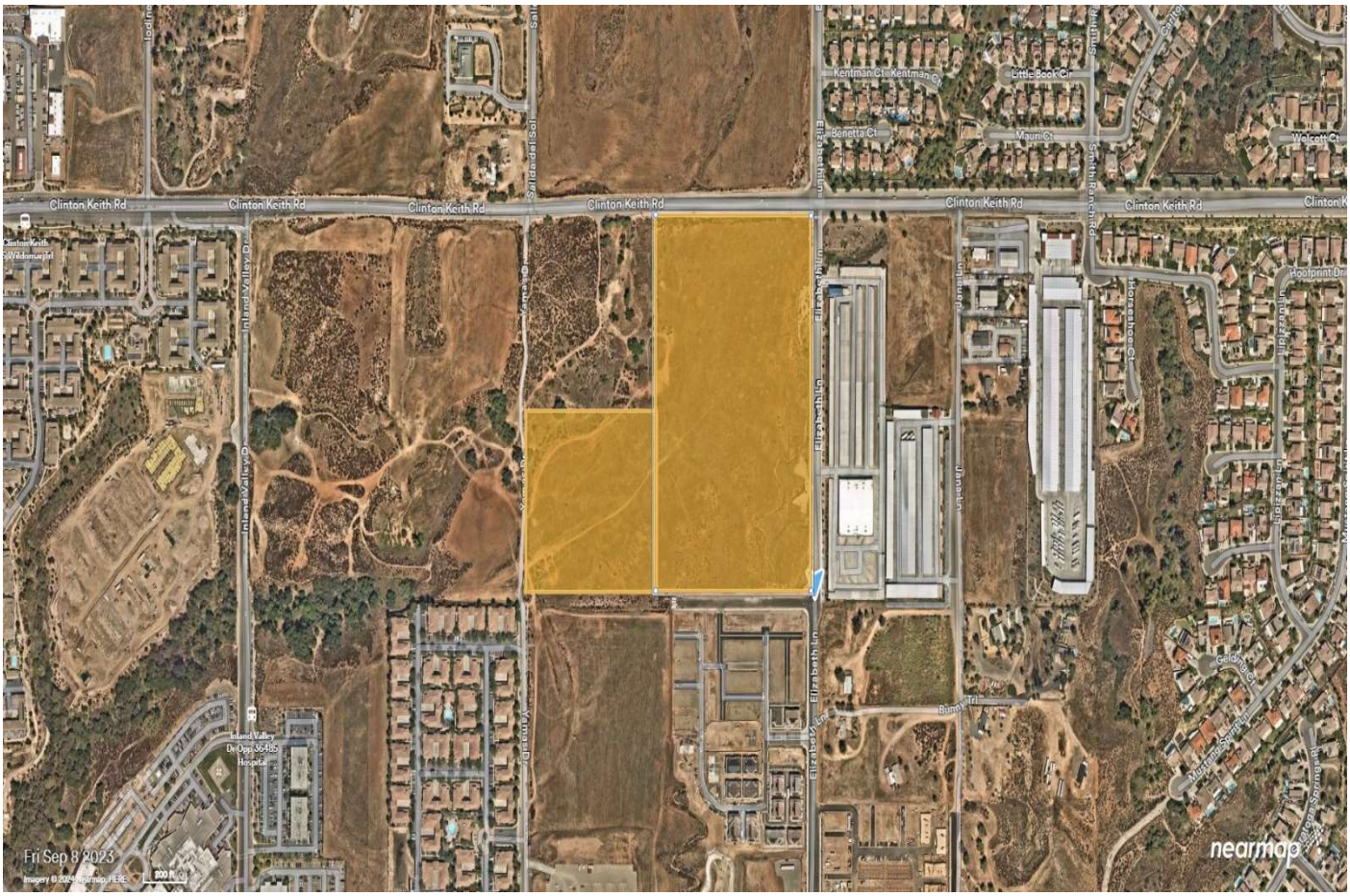
**DISCUSSION:**
In order to complete mass grading activities, the Developer is required to enter into a Grading Agreement (Attachment B) which identifies the Developer's obligations to the City in performing and completing the grading construction. The agreement also provides the City with a bond to secure the grading activities 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 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 fees and deposits.

**ATTACHMENTS:**
A - Aerial Map of Wildomar Commerce Center
B - Grading Agreement, Faithful Performance Bond and Grading Bond Estimate

# ATTACHMENT A




**Aerial Image of**
**Wildomar Commerce Center PM38646**
**(highlighted in yellow)**

# ATTACHMENT B

Mass Grading Agreement, Faithful Performance Bond
Grading Bond Estimate

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and White Sable, LLC & Wildomar One, LLC, 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 Wildomar Commerce Center (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 Five Hundred Thirty-Five Thousand Dollars And No/100 ($535,000.00), 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 affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

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

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

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

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

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

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

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

**Landowner**
White Sable, LLC & Wildomar One, LLC
13 Corporate Plaza Drive, Suite 203
Newport Beach, CA 92660

Direct Number: (949) 655-8226
Cell Number: (949) 395-2488

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.

_____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

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

By: _____

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

# FAITHFUL PERFORMANCE BOND

## CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

## (Mass Grading)

FOR:

On-site Grading

Tract No.

$ 535,000.00

Premium
$ _____

Parcel Map No.
PM 38646

Bond No.

Surety

Principal
White Sable, LLC & Wildomar One, LLC

Address

Address
13 Corporate Plaza Drive Suite 203

City/State

City/State
Newport Beach, CA

Zip

Zip
92660

Phone

Phone
949-655-8226

WHEREAS, the City of Wildomar, Riverside County, State of California, and _____(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) _____, 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 _____, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of _____ Dollars ($ _____) 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 _____.

NAME OF PRINCIPAL _____

_____

AUTHORIZED SIGNATURE(S): _____ _____
By: Title

_____ _____
Title

_____ _____
Title
(If Corporation, Affix Seal)

NAME OF SURETY: _____

AUTHORIZED SIGNATURE: _____ _____
Its Attorney-in-Fact Title
(If Corporation, Affix Seal)

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

**City of Wildomar**
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: TR 36492 Date: 8/22/2023
PP, CU, PU, MS OR VL No: PP 12-0053 City Project No:

| Quantity | Unit | Item | Unit Cost | Amount |
|---|---|---|---|---|
| | | **Contractor Mobilization** | | |
| 1 | LS | Mobilization | $ 10,000.00 | $10,000 |
| | LS | Temporary Facilities and Utilities | | $0 |
| | | **Demolition and Removal** | | |
| 26 | AC | Clearing and Grubbing | $ 500.00 | $13,000 |
| | | **Rough Grading** | | |
| 126,505 | CY | Mass Excavation | $ 3.50 | $442,768 |
| | CY | Import and Export Material | | $0 |
| | | **Erosion Control** | | |
| 2,850 | LF | Place Gravel Bags 2 Course High | $ 1.00 | $2,850 |
| 5,256 | LF | Silt Fence | $ 3.00 | $15,768 |
| 2 | EA | Install Stabilized Construction Entrance | $ 1,000.00 | $2,000 |
| | LF | Place Gravel Bags to Prevent Scour | | $0 |
| | EA | Place Gravel Bags to Protect Catch Basin | | $0 |
| | | | | |
| | | *10% Contingency* | | $48,639 |
| | | | | |
| | | ***Total*** | | $535,000 |

Signature 8/22/2023
Date

FRANK A. ARTIGA
Name (type or printed)

61,860 9/30/2023
RCE No. Expiration Date

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 # 1.9**
**Meeting Date: March 13, 2024**

**SUBJECT:** Acceptance of Public Improvements for Popeyes Restaurant (DMSD Cajun Properties, LLC)

**SUBMITTED BY:** Ninette Eva

**PREPARED BY:** Ninette Eva

**ACTION:**
Adopt a Resolution entitled:

**RESOLUTION NO. 2024-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE PUBLIC IMPROVEMENTS FOR POPEYES RESTAURANT (PLOT PLAN NO. 21-0138) AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

**SUMMARY:**
DMSD Cajun Properties, developer of the Popeyes Restaurant has completed the required public improvements on Orange Street. Staff is recommending that the improvements be accepted into the City maintained road system by the City Council at this time.

**BACKGROUND:**
Popeyes Restaurant is a commercial development located at 33926 Orange Street (Attachment A). A Public Improvement Agreement for Popeyes Restaurant was executed on December 14, 2022, between the City of Wildomar and DMSD Cajun Properties, LLC, a Delaware Limited Liability Company, to complete the public improvements. The Public Improvement Agreement identifies the Developer's obligations to complete the public improvements and provides the City with bonds for the public improvements.

**DISCUSSION:**
The Developer has completed the required public improvements in accordance with the Public Improvement Agreement and staff is recommending that the improvements be accepted into the City maintained road system at this time. Upon acceptance of the public improvements, the City will release the improvement securities related to Popeyes Restaurants in accordance

with the Public Improvement Agreement as follows:

- Faithful Performance Security - After Council Acceptance
- Labor & Material (Payment) Security - 180 Days After Council Acceptance provided no claims have been filed
- Warranty Security - 365 Days after Council Acceptance provided that all warranty issues are satisfied

**FISCAL IMPACT:**
The City will be responsible to maintain the public improvements built by Popeyes Restaurant. Costs associated with maintenance will be paid from the Highway User Tax (Gas Tax), Measure AA, and Community Facilities District (CFD 2022-1).

**ATTACHMENTS:**
Resolution
A - Popeyes Restaurant Site Location

**RESOLUTION NO. 2024-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE PUBLIC IMPROVEMENTS FOR POPEYES RESTAURANT (PLOT PLAN NO. 21-0138) AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER**

**WHEREAS,** DMSD Cajun Properties, LLC proposed the development of Popeyes Restaurant (Plot Plan No. 21-0138), which included, the construction of public improvements; and

**WHEREAS,** on December 14, 2022 the City of Wildomar executed the Public Improvement Agreement for Popeyes Restaurant (Plot Plan No. 21-0138); and

**WHEREAS,** DMSD Cajun Properties, LLC provided a Faithful Performance Security, a Labor and Materials Security, and a Warranty Security (part of the Faithful Performance Security) in accordance with the Public Improvement Agreement; and

**WHEREAS,** DMSD, LLC has completed the public improvements in Orange Street right-of-way and in accordance with City Standards and the City is ready to accept the improvements for maintenance;

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Wildomar City Council, in regular session assembled on March 13, 2024 the following:

1. The City Council accepts the completed required public improvements and as part of the City maintained road system, subject to the conditions of the Public Improvement Agreement for Popeyes Restaurant (Plot Plan No. 21-0138); and

2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Riverside County Recorder.

3. The City Engineer is authorized to release the securities identified in the Public Improvement Agreement.

**PASSED, APPROVED, AND ADOPTED** this 13th day of March, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

**ATTACHMENT A**

Site Location Map for Popeyes Restaurant

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.10**
**Meeting Date: March 13, 2024**

**SUBJECT:** Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Bundy Canyon Rd. Improvement Project, Segment 2

**SUBMITTED BY:** Jason Farag

**PREPARED BY:** Jason Farag

**ACTION:**
Authorize the Public Works Director to execute a Streambed Alternation Agreement with the California Department of Fish and Wildlife for the Bundy Canyon Rd. Improvement Project, Segment 2

**SUMMARY:**
As part of the Bundy Canyon Rd. Improvement Project, Segment 2, the City must enter into a Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW) to authorize the City to perform construction in certain environmentally sensitive areas of the Project.

**BACKGROUND:**
Included in the 5-Year Capital Improvement Program (CIP) is the Bundy Canyon Rd. Improvement Project, Segment 2 (Project). The Project includes the realignment and widening of Bundy Canyon Rd. between Oak Canyon Dr. and The Farm Rd. The City is currently completing the right-of-way acquisition, environmental permitting, and design for the Project to prepare it for construction

**DISCUSSION:**
The design of the Project includes construction in environmentally sensitive areas that require regulatory permits from various regulatory agencies including the State Water Quality Control Board (SWQCB), the California Department of Fish and Wildlife (CDFW), and the US Army Corp of Engineers (USACOE). The City's consultant has been working with these regulatory agencies to obtain the necessary permits to authorize the Project construction to occur in the environmentally sensitive areas.

The CDFW requires the City to execute a Streambed Alteration Agreement (Agreement) as part of the permit issuance process. The Agreement establishes the measures that must be taken to protect fish and wildlife resources, avoidance and minimization measures, compensatory measures, and reporting measures. A copy of the Agreement is included as Attachment A. Staff recommends that the City Council authorize the Public Works Director to execute the Agreement.

**FISCAL IMPACT:**
Funds for the permitting process are included in the existing budget for the Project (CIP 026-1). Funding is currently budgeted from the Transportation Uniform Mitigation Fee (TUMF) fund account (Fund 503).

This Agreement will require off-site compensatory mitigation, which will require the City to purchase credits from mitigation banks. Mitigation credit costs have not been estimated at this time but will be presented to City Council at a later time when the mitigation bank agreements are brought forward to the City Council for approval. Any necessary budget amendment requests for the mitigation credits will be presented to the City Council at that time.

**ATTACHMENTS:**
A - Streambed Alteration Agreement

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD, SUITE C-220
ONTARIO, CA 91764

**STREAMBED ALTERATION AGREEMENT**
EPIMS-RIV-39893-R6
Unnamed Tributaries to Bundy Canyon Creek

CITY OF WILDOMAR
BUNDY CANYON ROAD/SCOTT ROAD IMPROVEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Wildomar (Permittee) or as represented by Jason Farag.

## RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on May 13, 2023 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## PROJECT LOCATION

The Bundy Canyon Road/Scott Road Improvement Project (Project) is located at several unnamed tributaries to Bundy Canyon Creek in the City of Wildomar, County of Riverside, State of California; Latitude 33.630699 °N, Longitude -117.245481 °W; Section 24, Township 6 South, Range 4 West, U.S. Geological Survey (USGS) Romoland map, San Bernardino base; (Exhibit 1). The Project begins 1,400 feet east of Oak Canyon Drive and terminates 65 feet west of Harvest Way for an approximate length of 2.2 miles.

## PROJECT DESCRIPTION

The Project is limited to impacts associated with the unnamed tributaries to Bundy Canyon Creek by grading, paving of existing and new roadbed to widen the road to include four 12-foot-wide travel lanes, a 14-foot-wide center median for turning

movements, two 8-foot-wide outside shoulders, relocating utilities, and extending and/or replacing existing cross culverts under the current roadway.

Within Drainage E2, project activities will consist of grading and the installation of a 0.01-acre riprap splash pad for the outlet of the Line N drainage system. Approximately 0.009 acres of Drainage E3 and 0.004 acres of Drainage E4 will be filled and paved during road widening activities. A 0.01-acre riprap splash pad for the outlet of the Line W drainage system will be installed in Drainage E12. Activities within Drainage E11 and E14 will consist of fill from road widening and the replacement of existing riprap and concrete collars associated with the current drainage system (See Exhibits 2a through 2d).

Table 1: Summary of Work Description, Affected Habitat, and Affected Acreages

| **Feature** | **Work Description** | **Description of Affected Habitat** | **Affected Jurisdictional Impacts** | **Affected Area** | |
|---|---|---|---|---|---|
| | | | | **Acreage** | **Linear Feet** |
| E.2 | | Non-Wetland | Permanent | 0.030 | 40 |
| | Grading | | Temporary | 0.210 | 530 |
| E.2 | Rip rap splash pad for Line N drainage system | Wetland | Permanent | 0.010 | 45 |
| | Grading only | | Temporary | 0.020 | 131 |
| E.3 | Roadway widening, new asphalt pavement | Non-Wetland | Permanent | 0.019 | 132 |
| | Infill for sidewalk, Line N drainage system and grading | | Temporary | 0.025 | 89 |
| E.4 | Road widening, new asphalt pavement. | Riparian Vegetation (Oak Communities) | Permanent | 0.002 | 17 |
| | Infill for sidewalk, Line N drainage system and grading. | | Temporary | 0.010 | 56 |

| | | | | | |
|---|---|---|---|---|---|
| E.7 | Roadway widening, new asphalt pavement | Non-Wetland | Permanent | 0.004 | 71 |
| | Grading and Line T drainage system | | Temporary | 0.001 | 23 |
| E.8 | | Non-Wetland | Permanent | 0.000 | 0 |
| | Grading only | | Temporary | 0.021 | 56 |
| E.11 | Roadway widening, new asphalt pavement | Non-Wetland | Permanent | 0.008 | 170 |
| | Grading, rip rap, concrete collar for drainage line V | | Temporary | 0.009 | 180 |
| E.12 | Rip rap splash pad for Line W | Non-Wetland | Permanent | 0.001 | 3 |
| | | | Temporary | 0 | |
| E.14 | Roadway widening, new asphalt pavement | Non-Wetland | Permanent | 0.005 | 49 |
| | Grading, rip rap, concrete flared end section | | Temporary | 0.005 | 45 |

| | | |
|---|---|---|
| **TOTAL PERMANENT IMPACTS** | **0.08** | **527** |
| **TOTAL TEMPORARY IMPACTS** | **0.31** | **1110** |

The following wildlife crossings will be constructed at the following roadway station locations: a 48-inch culvert at Station Number 88+30, a 60-inch culvert at Station Number 93+80, and a 36-inch culvert at Station Number 115+20.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

**Birds:** Bell's sparrow (*Artemisiospiza belli belli*), burrowing owl (*Athene cunicularia*), California horned lark (*Eremophila alpestris actia*), coastal California gnatcatcher (*Polioptila californica californica*), Cooper's hawk (*Accipiter cooperii*), loggerhead shrike (*Lanius* ludovicianus), southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), least Bell's vireo (*Vireo bellii pusillus*), white-tailed kite (*Elanus leucurus*), and white-faced ibis (*Plegadis chihi*);

**Crustaceans**: Riverside fairy shrimp (*Streptocephalus woottoni*);

**Insects**: Crotch's bumble bee (*Bombus crotchii*), senile tiger beetle (*Cicindela senilis frosti*), and quino checkerspot butterfly (*Euphydryas editha quino*);

**Mammals:** southern grasshopper mouse (*Onychomys torridus ramona*), northwest San Diego pocket mouse (*Chaetodipus fallax fallax*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), Stephens' kangaroo rat (*Dipodomys stephensi),* western mastiff bat (*Eumops perotis californicus*), and western yellow bat (*Lasiurus xanthinus*);

**Reptiles:** California glossy snake (*Arizona elegans occidentalis*), coast horned lizard (*Phrynosoma coronatum blainvillii*), Coast Range newt (*Taricha torosa*), coastal whiptail (*Aspidoscelis tigris stejnegeri*), orangethroat whiptail (*Aspidoscelis hyperythra*), western spadefoot toad (*Spea hammondii*), western pond turtle (*Emys marmorata*), and red-diamond rattlesnake (*Crotalus ruber*);

**Plants:** California Orcutt grass (*Orcuttia californica*), Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*), long-spined spineflower (*Chorizanthe polygonoides var. longispina*), Munz's onion (*Allium munzii*), Parry's spineflower (*Chorizanthe parryi* var. *parryi*), rainbow manzanita (*Arctostaphylos rainbowensis*), Robinson's pepper-grass (*Lepidium virginicum var. robinsonii*), spreading navarretia (*Navarretia fossalis*), smooth tarplant (*Centromadia pungens* ssp. *laevis*), San Miguel savory (*Clinopodium chandleri*), Santa Rosa Basalt brodiaea (*Brodiaea santarosae*), Tecate cypress (*Hesperocyparis forbesii*), thread-leaved brodiaea (*Brodiaea filifolia*), and white rabbit-tobacco (*Pseudognaphalium leucocephalum*).

**Plant Communities**: Southern Sycamore Alder Riparian Woodland, Southern Cottonwood Willow Riparian Forest, and Southern Coast Live Oak Riparian Forest.

The adverse effects the Project could have on the fish or wildlife resources identified above include: disturbance from Project activity; disturbance to, alteration of, and/or loss of: nesting, roosting, foraging, and refugia habitat, and wildlife corridors; and reduction and loss of habitat coverage, composition, distribution, and cross-pollination/reproductive opportunity; changes in the bed, bank, or channel.

The Project will temporarily impact 0.31 acres and permanently impact 0.08 acres associated with unnamed tributaries to Bundy Canyon Creek. The Project will impact a total of 0.39 acres of stream bed, bank, and channel, which are the limits of the Project impacts authorized under this agreement (See Table 1).

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1. Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2. Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3. Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4. Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.5. Compliance within Western Riverside County Multiple Species Habitat Conservation Plan (MSCHP) and Take of Listed Species. Take of any California Endangered Species Act (CESA)-listed species is prohibited except as authorized by state law (Fish and Game Code, §§ 2080, 2085 & 2800). Consequently, if a Project, including Project construction or any Project-related activity during the life of the Project, results in take of CESA-listed species,

CDFW recommends that the Project proponent seek appropriate authorization prior to Project implementation. Additionally, the issuance of a draft or final Agreement does not infer that the Project is consistent with the MSHCP or that the Project has demonstrated that it is a Biologically Equivalent or Superior Preservation Alternative. If modifications to the Project are necessary for MSHCP compliance, then a request for an amendment to this Agreement will be required.

1.6. Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

1.7. Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.

1.8. Notify CDFW Prior to Work. Permittee shall notify CDFW by email **at least five (5) working days prior to initiation of Project activities**. See contact information below.

1.9. Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring (per Measure 4.2).

1.10. No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

1.11. Dead or Injured Species. Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report

whether the dead or injured species was found on site, or caused due to Project activities, the location, cause of death, species found, and any other relevant information.

1.12. Compliance with other Agencies. The Agreement does not relieve the Permittee of responsibilities for compliance with applicable federal, state, or local laws, ordinances or grant conditions.

## 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

### General Wildlife Protection and Prevention Measures

2.1. Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities **at least 30 days** before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: Lake and Streambed Alteration Program Resources.

2.1.1. A qualified Designated Biologist(s) is an individual who holds a bachelor's degree from an accredited university and 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species.

2.1.2. A Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

2.2. Responsibility of the Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.

2.3. Authority of Designated Biologist(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they shall halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologist(s) shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).

2.4. Biological Monitoring. The Designated Biologist(s) shall be responsible for monitoring all Project activities that have the potential to impact fish and wildlife resources subject to Fish and Game Code section 1600 et seq., including streams, associated vegetation/habitat, and wildlife. The Designated Biologist(s) shall ensure that all avoidance and minimization measures are implemented and maintained, including, but not limited to: determining and delineating appropriate avoidance and buffer areas, maintaining delineated access routes and work areas, monitoring for the presence of, and potential impacts to, special-status species, and maintaining/repairing/replacing any exclusionary fencing and trench/excavation covers.

2.5. Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats **prior to start of Project activities**. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.6. Environmentally Sensitive Areas. The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the ‘standard work area boundary’ materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.7. Terrestrial Wildlife Species. To avoid impact to any non-listed terrestrial wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat nearby the site of capture.

2.8. Check for Wildlife in Pipes/Construction Materials. Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline.

2.9. Excavated Areas. At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degree at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.

2.10. Daily Clearance Survey. Before the start of daily project activities, the Designated Biologist or construction monitor should survey the project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.

2.11. Relocation of Stranded Wildlife. If found within the Project site, the Designated Biologist shall capture and move all species authorized by this agreement immediately. Measures shall be taken to avoid harm and mortality resulting from relocation activities.

2.12. Educational Program. Permittee shall conduct an education program (Education Program) for all persons employed or otherwise working on the Project **prior to performing any work on site**. The Education Program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the biology of the habitats and species identified in this Agreement and present at the Project site. The Designated Biologist(s) shall also include as part of the Education Program information about the distribution and habitat needs of any protected species that may be present, legal protections for those species, penalties for

violations and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on site. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on site. Upon completion of the Education Program, employees shall sign a form stating they attended the Education Program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request. The Education Program shall be repeated annually for part of the Project extending more than one (1) year. Copies of the Education Program's materials shall be maintained at the Project site for workers to reference as needed.

2.12.1. Invasive Species Education Program. Permittee shall include an invasive species education program for all persons working on the Project **prior to the performing any work on site**. The invasive species education program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program shall also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

**Nesting Bird Protection**

2.13. Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.

2.13.1. Designated Biologist(s). The Permittee shall designate a biologist (Designated Biologist) with the following experience: identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993[1]) and United States Fish and Wildlife Service [USFWS] and/or CDFW-accepted species-specific survey protocols, available here: https://wildlife.ca.gov/conservation/survey-protocols; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success

[1] Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring land birds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

(e.g., Martin and Geupel 1993[2]); determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

2.13.2. Pre-construction Surveys. Surveys shall be conducted by the Designated Biologist at the appropriate time of day/night, during appropriate weather conditions, **within three (3) days prior to the initiation of Project activities** addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of area subject to this Agreement; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist shall monitor the nest for one hour (four hours for raptors during the non-breeding season) prior to approaching the nest to determine status. The Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW at least one business day prior to commencement of Project activities, as identified in Measure 4.3. Results of ongoing monitoring surveys shall be provided to CDFW upon request.

2.13.3. Buffers. When an active nest is confirmed, the Designated Biologist shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it

[2] Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. Journal of Field Ornithology 64:507-514.

attracts predators. Once the buffer is established, the Designated Biologist shall document baseline behavior, stage of reproduction, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. The Designated Biologist shall monitor the nest at the onset of Project activities addressed by this Agreement, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist determines that Project activities may be causing an adverse reaction, the Designated Biologist shall adjust the buffer accordingly.

2.13.4. Ongoing Monitoring. The Designated Biologist shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist shall document the status of all existing nests, including the stage of reproduction and the expected fledge date. If a nest is suspected to have been abandoned or failed, the Designated Biologist shall monitor the nest for a minimum of one hour (four hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist may approach the nest to assess the status.

2.13.5. Securing Site. The Permittee, under the direction of the Designated Biologist, may also take steps to discourage nesting on the Project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist shall ensure that none of the deterrent materials pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting within the Project site in the summary reports.

2.13.6. Reporting. The Designated Biologist shall be responsible for providing summary reports, as specified in Measure 4.4, where relevant, to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours of detection.

**Least Bell's Vireo**

2.14. Least Bell's Vireo. The Permittee shall not conduct **ANY** Project activities, including ground disturbance or vegetation removal activities, within 1,000 linear feet of least Bell's vireo nesting habitat if nesting birds are present. Focused surveys following USFWS protocol for least Bell's vireo shall be conducted to

establish presence of nesting birds. The physical extent of the survey area shall include all areas within 500 feet of Project disturbance. Survey results shall be submitted in writing to CDFW for review. Nesting status will be determined by a Designated Biologist (see Measure 2.1.1 above) with expertise with the species in question, utilizing USFWS survey protocols and CDFW review of the nest monitoring data.

2.14.1. Survey protocol for least Bell's vireo can be found at: https://www.fws.gov/media/survey-guidelines-least-bells-vireo.

2.14.2. If least Bell's vireo, or other listed bird species, are present within 500 feet of Project disturbance, the following avoidance measures shall be implemented:

2.14.2.1. No ground disturbance or vegetation removal activities shall take place until the young have fledged, or the nest has been determined to have failed.

2.14.2.2. If construction must take place within the buffer, a qualified acoustician shall monitor noise as construction approaches the edge of the occupied vireo habitat as directed by the permitted biologist. If the noise meets or exceeds the 60 dB(A) Leq threshold, or if the biologist determines that construction activities are disturbing nesting activities, the biologist shall have the authority to halt construction and shall consult with CDFW to devise methods to reduce the noise and/or disturbance. This may include methods such as, but not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nesting birds and the activities, and working in other areas until the young have fledged. The CDFW-approved biologist shall monitor the nest daily until activities are no longer within 500 feet of the nest, or the fledglings become independent of their nest, or the nest has failed.

**Coastal California Gnatcatcher**

2.15. Coastal California Gnatcatcher. Permittee shall avoid impacts to nesting and/or foraging coastal California gnatcatcher within the riparian scrub of stream areas. If coastal California gnatcatcher are found within 500 feet of Project activities in the stream areas, Permittee shall immediately consult with CDFW for further actions. Survey protocol for coastal California gnatcatcher can be found at: http://www.fws.gov/ventura/docs/species/protocols/cagn/coastalgnatcatcher_survey-guidelines.pdf.

**Burrowing Owl Protection**

2.16. Burrowing Owl. Permittee shall ensure that impacts to burrowing owls are

avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization and mitigation measures.

2.16.1. Burrowing Owl Habitat Assessment. **Prior to the initiation of Project activities**, Permittee shall conduct a burrowing owl habitat assessment consistent with the 2006 Burrowing Owl Survey Instructions[3]. A habitat assessment shall be conducted by Designated Biologist(s) knowledgeable of burrowing owl sign, habitat, ecology, and field identification of the species, during appropriate weather conditions, **at least thirty (30) calendar days prior** to the initiation of Project activities. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat [4]. If habitat is found on the Project site, then walk a 150-meter (approximately 500 feet) buffer zone around the Project boundary, if permission to access the buffer area has been obtained. If access permission cannot be obtained, visually inspect the adjacent habitat areas with binoculars or spotting scopes. Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. A report summarizing the results of the habitat assessment shall be submitted to CDFW within 10 days of survey completion, as described in Measure 4.2.

2.16.2. Focused Survey for Burrowing Owls. If the burrowing owl habitat assessment identifies burrowing owl habitat onsite, Permittee shall have a qualified Designated biologist, pre-approved by CDFW, perform a survey for burrowing owls **between 30 and 60 days** prior to any Project impacts. If the Project site is in within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Burrowing Owl Survey Area, the following is required. A minimum of one site visit must occur, but additional visits may be warranted depending on the results of the first site visit. Surveys conducted during the breeding season March 1 - August 31

[3] Western Riverside County Multiple Species Habitat Conservation Plan (RCA). 2006. Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area. Available for download at: https://www.wrc-rca.org/species/survey_protocols/burrowing_owl_survey_instructions.pdf

[4] Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low-growing vegetation. Burrowing owl habitat includes but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey. Vegetation and features may include native and non-native grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement

are required to describe if, when, and how the site is used by burrowing owls. All surveys shall be conducted as described in Parts A and B below. Surveys shall be conducted during weather that is conducive to observing owls outside their burrows and detecting burrowing owl sign. Surveys will not be accepted if they are conducted during rain, high winds (> 20 mph), dense fog, or temperatures over 90 °F. Part B surveys shall be conducted in the morning one hour before sunrise to two hours after sunrise or in the early evening two hours before sunset to one hour after sunset. Count and map all burrowing owl sightings, occupied burrows, and burrows with owl sign. Record the location of all owls including numbers of pairs and juveniles and any behavior such as courtship and mating. Map the extent of all suitable habitat. Owl signs may not be detectable if surveys under Part A are conducted within 5 days following rain. Absence of burrowing owl sign cannot be used to confirm absence of the species if the focused burrow survey (Part A) is conducted within 5 days of rain; therefore, in this instance, completion of all four focused burrowing owl surveys (Part B) is required.

Part A: Focused Burrow Surveys
A focused burrow survey that includes natural burrows or suitable man-made structures needs to be conducted as described below.

1. A systematic survey for burrows including burrowing owl sign shall be conducted by walking through suitable habitat over the entire survey area (i.e., the Project site and within 150 meters). Pedestrian survey transects need to be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approximately 100 ft.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey Projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys.

2. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl signs, and any owls observed shall be recorded and mapped, including GPS coordinates. If the survey area contains natural or man-made structures that could potentially support burrowing owls, or owls are observed during the burrow surveys, the systematic surveys shall continue as described in Part B. If no potential burrows are detected, no further surveys are required. A written report including photographs of the Project site, location of burrowing owl habitat surveyed, location of transects, and burrow survey methods shall be prepared as described in Measure 2.16.1.

Part B: Focused Burrowing Owl Surveys
Focused Burrowing Owl Surveys shall consist of site visits on four separate days at least one week apart. The first one may be conducted concurrent with the Focused Burrow Survey.

1. Upon arrival at the survey area and prior to initiating the walking surveys, surveyors using binoculars or spotting scopes shall scan all suitable habitat, location of mapped burrows, owl sign, and owls, including perch locations to ascertain owl presence. This is particularly important if access has not been granted for adjacent areas with suitable habitat.

2. A survey for owls and owl sign shall then be conducted by walking through suitable habitat over the entire Project site and within the adjacent 150 m (approx. 500 feet), if permission to access the buffer area has been obtained. These “pedestrian surveys” should be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approx. 100 feet.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys. It is important to minimize disturbance near occupied burrows during all seasons.

3. If access is not obtained, then the area adjacent to the Project site shall also be surveyed using binoculars or spotting scopes to determine if owls are present in areas adjacent to Project site. This 150-meter buffer zone is included to fully characterize the population. If the site is determined not to be occupied, no further surveys are required except as described below.

2.16.3. Burrowing Owl Pre-Construction Inspection. If burrows or suitable burrowing owl habitat is found onsite, Permittee shall have a qualified biologist, pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of owl activity within **three (3) days prior** to any ground disturbing or site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl signs at burrow entrances such as pellets, whitewash or other “ornamentation,” feathers, prey remains, etc. If owl presence is difficult to determine, Permittee shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. If it is evident that the burrows are actively being used, Permittee shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan as described in Measure 2.16.6. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.

2.16.4. Burrowing Owl Survey Results. Permittee shall submit the survey methodology and results **within ten days** of survey completion and at least **twenty-one days prior** to commencement of Project activities addressed by this Agreement to CDFW Inland Deserts Region at the address below under Contact Information. Results shall discuss the survey methodology, transect width, duration, conditions, and results of the survey. Appropriate maps showing burrow locations shall be included. If the report indicates further surveys are not required, then the report should state the reason(s) why further focused burrowing owl surveys are not necessary.

2.16.5. Burrowing Owls Observed During Construction. If burrowing owls are observed within Project Site(s) during Project implementation and construction, Permittee shall notify CDFW immediately in writing at the address below under Contact Information (reference SAA# EPIMS-RIV-38704-R6). Further, Permittee shall be responsible for implementing appropriate avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan (Measure 2.16.6).

2.16.6. Burrowing Owl Plan. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval **at least 30 days prior to** initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 300 -1000 feet dependent upon burrowing owl nesting status and location. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. If the site is within an MSHCP Criteria Area, then at least 90 percent of the area with long-term conservation value shall be included in the MSHCP Conservation Area. If the Project site (including adjacent areas) supports three or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs shall be conserved onsite. The Burrowing Owl Plan shall include the number and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

## Crotch's Bumble Bee

2.17. Crotch's Bumble Bee – Habitat Mapping. **No less than 120 days prior** to the initiation of activities addressed by this Agreement, Permittee shall complete and submit to CDFW for review and comment a baseline habitat mapping report encompassing Fish and Game Code section 1602 resources (including channel side slopes) identified under this Agreement. Mapping will identify habitat alliances following Sawyer et al. (2009[1]) and the report will identify species composition for each mapped alliance. Results of the habitat mapping effort shall be submitted to CDFW as specified in Measure 4.5.

2.18. Crotch's Bumble Bee – Surveys. If habitat mapping completed pursuant to Measure 2.17 identifies the presence of plants (e.g., genera *Antirrhinum*, *Phacelia*, *Clarkia*, *Cordylanthus*, *Dendromecon*, *Eschscholzia*, *Eriogonum*, *Hypericum*, *Lantana*, *Lupinus*, *Salvia*, *Asclepias*, *Cirsium*, *Monardella*, *Keckiella*, *Acmispon*, *Euthamia, Ehrendorferia*, *Vicia*, and/or *Trichostema*) or other suitable habitat, Permittee shall:

2.18.1. Retain an appropriately qualified biologist to prepare a draft survey plan, and conduct surveys for Crotch bumble bee. **The name and qualifications of the proposed biologist shall be submitted to CDFW for review and comment prior to preparation of the draft survey plan (Measure 2.18.2) or commencement of surveys (Measure 2.18.3).** The qualifications shall clearly identify direct experience conducting surveys for and identification of Crotch bumble bee.

2.18.2. **No Less than 90 days prior to initiation of Project activities addressed by this Agreement**, the qualified biologist identified in Measure 2.18.1 shall prepare and submit to CDFW for review and comment a draft survey plan for Crotch bumble bee. Survey methodology shall generally follow the U.S. Fish and Wildlife Service protocol for the Rusty Patched bumble bee (USFWS 2019[2]). Crotch bumble bee are typically active between March and September, with peak activity coinciding with peak forage blooming periods. CDFW recommends the completion of multiple surveys, coinciding with the peak blooming periods of the plant genera listed in Measure 2.11. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch bumble bee be detected within the Project area. The survey plan shall be submitted to CDFW as described in Measure 4.6.

2.18.3. The qualified biologist identified in Measure 2.18.1 shall complete surveys for Crotch bumble bee, following the CDFW-reviewed survey plan identified in Measure 2.18.2. Following completion of surveys, and **no less than 30 days prior to initiation of Project activities addressed by this Agreement, survey results shall be submitted to CDFW** for review and comment as described in Measure 4.7. Survey results will describe the

number and timing of surveys, and results of survey efforts. **If Crotch bumble bee are detected during surveys, Project activities shall NOT occur in any occupied habitat areas and the qualified biologist identified in Measure 2.18.1 shall immediately notify CDFW** via the email addresses and phone number listed below under Contact Information.

2.18.4. Permittee shall conduct flight/forage and nest search surveys for the species in the following manner:

2.18.4.1. Surveys shall be conducted during the appropriate season, between February 1 and October 31.

2.18.4.2. Work sites containing any one or more of the following habitat requisites shall be surveyed: flowering vegetation, any potential preferred nectar plants, small mammal burrows, bunch grasses, thatch, brush piles, old bird nests, dead trees.

2.18.4.3. During the flight survey effort, if bumble bees are observed using any animal burrow entrances, the approved qualified biologist will block/cover any burrow entrance with a sandbag/jar/vial (or similar) of appropriate size and return in 30 minutes to determine if the bees are potential Crotch bumble bee and if a potential nest could be present. If bumble bees are observed using bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollowed logs, the resource area will be flagged and monitored by the approved qualified biologist for 15 minutes to determine if a potential nest could be present.

2.18.5. To reduce potential impacts to Crotch bumble bee to the greatest extent feasible the following measures shall be included in the Crotch bumble bee survey plan:

2.18.5.1. If during vegetation removal and ground clearing activities an overwintering or dead Crotch bumble bee is observed, activities shall immediately stop and a 100 ft Environmentally Sensitive Area boundary will be erected. A Crotch bumble bee approved qualified biologist will be notified and will evaluate the site. CDFW will be immediately notified thereafter for consultation.

**Best Management Practices**

2.19. Best Management Practices. Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the

use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.

2.20. If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the five (5) day weather forecast. If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured one (1) day prior to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.

**Equipment and Vehicles**

2.21. Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

2.22. Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.

2.23. Staging and Storage Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.

2.24. Equipment Maintenance. No equipment maintenance shall be done within or

near any stream, channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

**Trash and Pollution Measures**

2.25. Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each work day to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of Project activities within each Project location, Permittee shall remove and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

2.26. Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.26.1. Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil may be washed back into a lake, streambed, or flowing stream where it may impact streambed habitat and aquatic or riparian vegetation.

2.26.2. No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.

2.26.3. No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.28 Turbidity and Siltation. All equipment that enters the streambed or habitat associated with the stream shall be clean and dry. Upon CDFW determination that turbidity/siltation levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed, or abatement procedures are initiated.

2.29 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the

California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified within 24 hours by the Permittee and consulted regarding clean-up procedures.

2.30 Disposal of Vegetation. Following any vegetation clearing/removal activities, Permittee shall immediately chip woody debris to pieces 1-inch in diameter or less and dispose of the materials using one of the following methods: a) solarize with clear tarp, b) compost at a commercial facility, c) burn at a biogeneration facility, or d) send to a landfill (can be utilized as Alternative Daily Coverage). Plant material infested with polyphagous shot hole borer will follow handling procedures found at http://eskalenlab.ucr.edu/handouts/decisionmaking.pdf .

**Invasive Species**

2.31 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: https://www.cal-ipc.org/plants/inventory/.

2.32 Clean Equipment Prior to Entering Area Regulated by Agreement. To prevent the spread of invasive aquatics and diseases and prevent deleterious materials entering the stream, equipment to be used in watercourses, including, but not limited to boots, waders, hand tools, and nets must be decontaminated according to the most current version available of CDFW Aquatic Invasive Species Decontamination Protocols[5]. All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines (see Measures 2.33 to 2.38 below).

2.33 Clean and Inspect Equipment Prior to Entering Stream. Prior to working within the stream, all equipment shall be closely examined for all visible soil/mud, plant materials, animal remnants, and oil and fuel discharges. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas or spread throughout Project sites.

2.34 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement.

2.35 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils prior to initially entering and upon reentering with verification that subsequent

[5] https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=92821

decontamination is required with the following specific guidance: Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.

2.36 Decontamination of Vehicles and Equipment. Permittee shall decontaminate vehicles and other Project-related equipment too large to immerse in a hot water bath by pressure washing with hot water a minimum of 140°F at the point of contact or 155°F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g., storage compartments) for a minimum of 10 minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible. Repeat decontamination is required only if vehicles and/or equipment is removed from the site and used in contact with water or wet soil within a different watershed and returned to the Project site.

2.37 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

2.38 Other Project Equipment. Permittee or designee shall require operators of equipment to re-certify equipment upon reentry to areas regulated by this Agreement. Permittee shall require operators of equipment subject to recertification that are reentering after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement to follow equipment washing guidelines (see measures above).

2.39 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: https://wildlife.ca.gov/Conservation/Invasives/Report) and photos to the Invasive

Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440- 9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

**Work Design**

2.40 Work According to Plans. Final stamped engineered design plans shall be submitted to CDFW **a minimum of 30 days prior to start of Project activities**, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project.

## 3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Habitat Restoration – On-site (On-site Temporary Restoration). To compensate for the temporary impacts of 0.31 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.31 acres of in-kind streambed and associated habitat.

3.1.1 Restoration of Temporary Impacts. Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. Photo documentation and reporting of restoration efforts will be included in the Project Completion Report (Measure 4.9).

3.1.2 Habitat Mitigation and Monitoring Plan (HMMP; Temporary Impacts). The Permittee shall develop and submit to CDFW within 4 months of starting Project activities a Habitat Mitigation and Monitoring Plan (HMMP), prepared by a biologist familiar with restoration of native plants. This plan shall include and is not limited to 1) plantings of both overstory and understory vegetation as, 2) a list of tree species being removed from the Project site, 3) return of impacted areas to original contours, 4) a hydroseed mix appropriate to wetland and riparian vegetation within the project area, consisting entirely of seeds of native species. These areas will be monitored for 5 years or until success criteria is met (Measure 3.1.2.7). The plan shall also include a description of the proposed numbers, container sizes, and planting location, by species, the proposed monitoring activities (e.g., locations, techniques, scheduling), maintenance operations with particular emphasis on watering methods and schedules; and any/all other references to revegetation and

restoration activities specified by this Agreement. The primary monitoring surveys shall be conducted in Spring and Fall, and an annual quantitative survey shall be performed to determine the success of restoration efforts (survival, cover, and growth of plants).

3.1.2.1 Habitat Restoration Manager. Permittee shall identify a proposed Habitat Restoration manager. The Habitat Restoration manager may be the landowner or another party. Documents related to habitat restoration management shall identify both the Habitat Restoration Manager. Permittee shall notify CDFW of any subsequent changes in the Habitat Restoration manager within 30 days of the change.

3.1.2.2 Restoration Specialist. The HMMP shall be prepared by persons with expertise in southern California ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.1.2.3 Site Description. A description of the physical conditions and vegetation communities including a map and GIS shapefiles. Photo-documentation of restored areas shall be provided before and after restoration.

3.1.2.4 Native Plant Sources. Plant material for revegetation shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from randomly selected native trees and shrubs occurring locally within the same drainages. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart rot.

3.1.2.5 Maintenance Activities. A description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules; details on any irrigation to be used, if applicable, that includes method of watering; sprinkler placement, if applicable; and timing/schedule; irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.

3.1.2.6 Corrective Actions: A description of corrective actions to be taken

when restoration measures do not meet the proposed targets.

3.1.2.7 Success Criteria. The HMMP shall identify the success criteria for the habitat restoration site. The reference site shall be approved by CDFW. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW. Permittee shall be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures.

3.1.3 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used (unless there is an acceptable justification for leaving the irrigation system in place).

3.1.4 Contingency Measures. If the survival and cover requirements have not been met as established in the HMMP (Refer to Measure 3.1.1 above), the Permittee shall follow contingency measures, including but not limited to, performing modifications to the existing habitat, creation of new habitat on or offsite, or purchase of mitigation credits from a mitigation bank. Any contingency actions will be determined in coordination with CDFW. If Permittee proposes to meet the success criteria through modifications to the existing habitat or creation of additional habitat, Permittee shall be responsible for maintaining and monitoring these areas with the same survival and growth requirements for five years after planting, or until CDFW deems the sites successful.

3.2 Option 1: Habitat Re-establishment/Rehabilitation – Offsite (Mitigation Bank). Permittee shall compensate for the 0.08 acres of permanent impacts to stream bed, bank, and channel, through the acquisition of no less than 0.08 acre of streambed or riparian habitat re-establishment and 0.08 acre of rehabilitation credits through a CDFW-approved mitigation bank within Western Riverside County. Written CDFW approval of the mitigation bank is required **prior to purchase of credits**. Mitigation credits shall be purchased, and receipt provided to CDFW, **at least 30 days prior to the initiation of Project activities or within 12 months following start of Project activities if Security is provided**, which includes staging and site preparation, unless security is provided pursuant to Measure 3.4. If mitigation credits are not available for purchase within 10 months following start of Project activities, then Measure 3.4 shall be implemented instead of the purchase of mitigation credits and shall be completed **within 18 months following start of Project activities if Security is provided.** Alternate banks, credit types, and/or credit amounts necessary to meet the mitigation obligation

must be proposed for CDFW review and approval **within 10 months following start of Project activities and purchased within 30 days of CDFW's approval.**

3.3 Option 2: Habitat Rehabilitation and/or Restoration – Offsite (Mitigation Site). Permittee shall compensate for permanent impacts of 0.08 acres to stream bed, bank, and channel, through the acquisition, rehabilitation and/or restoration, and perpetual conservation and management of a "Mitigation Site", or several mitigation sites, containing no less than 0.16 acres of streambed and stream-associated habitat within Western Riverside County.

The Permittee shall implement the Habitat Mitigation and Monitoring Plan (HMMP; Measure 3.3.5) to be reviewed and approved by CDFW; and a Long-Term Management Plan (LTMP; Measure 3.3.6) designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding (Measure 3.3.7 through 3.3.12). Permanent protection and funding for perpetual management of Habitat Management lands must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if Security is provided** pursuant to Measure 3.4 below for all uncompleted obligations.

3.3.1 Habitat Acquisition and Protection. Permittee shall obtain written approval from CDFW for the proposed Mitigation Site(s) with a minimum of 0.16 acres of offsite streambed and stream-associated habitat. Permittee shall submit a proposed Mitigation Site, including pertinent biological resources information and a preliminary title report, for CDFW review and approval **no later than five months prior to the start of Project activities OR four months following start of Project activities if Security is provided.**

3.3.2 Mitigation Site Conservation Easement. **After CDFW approval of the Mitigation Site (Measure 3.3.1) and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**. Permittee shall provide to CDFW, for review and approval, a draft Conservation Easement (CE) prepared using a CDFW-provided CE template, a preliminary title report, and a Phase I environmental assessment. Permittee shall also provide the necessary documents specified in the *CDFW Habitat Management Land Acquisition Package Checklist for Third Party Beneficiary (TPB) Project Applicants* or a revised version to be provided by CDFW, in preparation for conservation easement(s) recordation. All documents conveying the Mitigation Site(s) and all conditions of title are subject to the review and approval of CDFW prior to recordation of the CE. Permittee shall ensure the preservation and long-term management of the CDFW-approved 0.16 acres of streambed and stream-associated habitat within the Mitigation Site(s) through recordation of a conservation easement(s). Permittee shall record a CE approved by CDFW with an entity, to be approved by CDFW in its sole discretion, acting as grantee for the CE. Permittee shall also provide the

necessary documents requested by CDFW for due diligence review at the time the grantee is proposed. CDFW shall be expressly named in the CE as a third-party beneficiary. The CE shall expressly require implementation of the LTMP by the grantor, and land manager, as authorized by the grantor and landowner, and shall expressly require the grantee to monitor implementation of the LTMP. Permittee shall record the CE after CDFW approval of the CE and all associated documents **prior to the start of Project activities OR within 18 months following start of Project activities if Security is provided.** Permittee shall be responsible for all costs associated with the CE, including recording, CE monitoring, and long-term management costs.

3.3.3 Mitigation Site Land Manager. **After CDFW approval of the Mitigation Site (Measure 3.3.1) and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided**, Permittee shall obtain CDFW approval of a land manager entity to manage the Mitigation Site. Permittee shall identify separate entities to fulfill the grantee and land manager roles and **shall not identify the same entity to fulfill both roles.** Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the land manager is proposed. Permittee shall also obtain CDFW approval of an interim Mitigation Site land manager if they are different than the long-term Mitigation site manager. The interim and/or long-term land managers may be the landowner or another party approved by CDFW. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW, for review and approval, of any subsequent changes in the land manager within 30 days of the change.

3.3.4 Start-Up Activities. Permittee shall provide for the implementation of start-up activities, including the initial site protection of the CDFW-approved Mitigation Site(s). Start-up activities include, at a minimum: 1) preparing both a HMMP (Measure 3.3.5) and a LTMP (Measure 3.3.6) for CDFW approval, 2) conducting baseline biological assessment and land survey report during the first growing season, 3) developing and transferring to the Geographic Information Systems (GIS) data if applicable, 4) establishing initial fencing (if necessary), 5) conducting initial removal of litter and debris, and 6) installing signage.

3.3.5 Habitat Mitigation and Monitoring Plan. **After CDFW approval of the Mitigation Site (Measure 3.3.1) and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided,** Permittee shall submit to CDFW for review and written approval a Habitat Mitigation and Monitoring Plan

(HMMP). At a minimum, the HMMP shall include the following:

3.3.5.1 Restoration Specialist. Preparation of the HMMP shall be by persons with expertise in southern California ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.3.5.2 Site Description. A description of the physical conditions and vegetation communities including a map and GIS shapefiles. Photo-documentation of restored areas shall be provided before and after restoration.

3.3.5.3 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site. The Planting Plan shall have adequate detail regarding the sampling plan so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.

3.3.5.4 Native Plant Sources. Plant material for revegetation shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from randomly selected native trees and shrubs occurring locally within the same drainages. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart rot.

3.3.5.5 Sampling Techniques. The sampling techniques (e.g., quadrats, transects, or relevé) to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria.

3.3.5.6 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of

plants) shall be conducted at a minimum twice annually, preferably in May and September.

3.3.5.7 Maintenance Activities. A description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules; details on any irrigation to be used, if applicable, that includes method of watering; sprinkler placement, if applicable; and timing/schedule; irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.

3.3.5.8 Corrective Actions: A description of corrective actions to be taken when restoration measures do not meet the proposed targets.

3.3.5.9 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site and shall be compared against an appropriate reference site with as good or better-quality habitat then the pre-Project impact site. The reference site shall be approved by CDFW. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW. Permittee shall be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures.

3.3.5.10 Reporting. Permittee shall have the qualified restoration specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year as outlined in the HMMP, through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least 5 years and until mitigation success criteria have been met. This report shall include the status and any success trends (i.e., comparison throughout the 5 years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.

3.3.5.11 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used.

3.3.6 Mitigation Site Long Term Management Plan. **After CDFW approval of the mitigation Site (Measure 3.3.1) and no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided,** Permittee shall provide a Long-Term Management Plan (LTMP) to CDFW for review and written approval. The LTMP be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing. At a minimum, the LTMP shall identify: 1) a description of the physical conditions of the Mitigation Site upon achieving HMMP success criteria, including water resources and habitat types, and a map that identifies the location of the site; 2) goals related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site; and 3) specific tasks and management strategies proposed to meet those goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing. Permittee shall consult with CDFW for LTMP requirements and for an appropriate LTMP template prior to preparing the draft LTMP. The Permittee shall be responsible for implementing the LTMP and shall submit a Management Report every five years documenting, at a minimum: 1) management activities completed within the previous five-year term, including: (a) any remedial measures completed, (b) details of invasive species management including: (i) species and location where they were treated and/or removed, (ii) the amount and frequency of removal, and (iii) the techniques used, (c) fencing information (d) resource monitoring, adaptive management strategies developed and how they were implemented, and (d) enforcement activity necessary; 2) an assessment of overall habitat quality within the Mitigation Site, including: (a) any changes to native and non-native vegetation cover, (b) any shifts in habitat type, (c) any loss of habitat cover, (d) any change in water resources, and (e) any new invasive species observed; and 3) an evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures. The Management Report shall include photos documenting the management activities.

3.3.7 Mitigation Site Endowment Fund. Permittee shall ensure that the Mitigation Site is perpetually managed, maintained, and monitored by the land manager as described in this Agreement, the CE, and the LTMP approved by CDFW. After obtaining CDFW approval of the Mitigation Site, Permittee shall provide long-term management funding for the perpetual management of the Mitigation Site by establishing a separate long-term management fund (Endowment) for the site. The Endowment is a sum of money, held in a

CDFW-approved fund that provides funds for the perpetual management, invasive species control (as needed), monitoring, and other activities on the Mitigation Site consistent with the management plan(s) required by Measure 3.3.5. Endowment as used in this Agreement shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the Mitigation Site according to LTMP. The long-term land manager shall be obligated to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this Agreement, the CE, and the LTMP. Such activities shall be funded through the Endowment.

3.3.8 Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its approval or disapproval of the proposed Endowment Manager. If CDFW does not approve the proposed Endowment Manager, it shall provide Permittee with a written explanation of the reasons for its disapproval.

3.3.9 Endowment Funds Deposit. After obtaining CDFW written approval of the Mitigation Sites, LTMP, and Endowment Manager, Permittee shall prepare in coordination with the land manager, a Long-Term Management Endowment PAR (or PAR-equivalent analysis) to calculate the amount of funding necessary to ensure the long-term management of the Mitigation Site (Endowment Deposit Amount) consistent with the LTMP and **to fund the grantee for CE monitoring**. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management Endowment PAR before transferring funds to the Endowment Manager and **no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided.**

3.3.10 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the Long-Term Management Endowment PAR and adjust for any additional administrative, periodic, or annual fee. The capitalization rate used to calculate the PAR shall be 3.5% or less, unless otherwise approved in writing by CDFW.

3.3.11 Endowment Buffers/Assumptions. Permittee shall include in the Long-Term

Management Endowment PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

3.3.11.1 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

3.3.11.2 Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

3.3.11.3 Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

3.3.12 Transfer Long-term Endowment Funds. Permittee shall transfer the Long-Term Endowment Funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above **prior to the start of Project activities OR within 18 months following start of Project activities if Security is provided**. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

3.4 Security. If permanent protection and funding for perpetual management of compensatory habitat is not complete prior to the initiation of Project activities, Permittee shall provide financial security in the form of a Letter of Credit (LOC) (Exhibit 3), or other form of security approved by CDFW, for an amount sufficient for CDFW or its contractors to complete land acquisition, property enhancement/restoration, initial management, and perpetual management and monitoring of the 0.16-acre Mitigation Site. The LOC shall be submitted to CDFW for approval and shall be executed [no later than 30 days] prior to initiation of Project activities.

3.4.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC, or other form of security approved by CDFW, to CDFW at the address listed below for review and approval no later than 60 days prior to initiation of Project activities and] **prior to execution of security.** The LOC shall not be executed without CDFW's prior approval.

3.4.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC **at least sixty**

**(60) days prior to the expiration date.**

3.4.3 Execution of LOC. If CDFW will hold a cash security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Exhibit 3). Otherwise, upon execution of the LOC, or other form of security approved by CDFW, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

3.4.4 The LOC, or other form of security approved by CDFW, shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to complete the compensatory mitigation measures of this Agreement.

## 4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1. Notification at the Start and End of Work. **The Permittee shall notify CDFW, in writing, at least five (5) days prior to re-initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities**. Permittee shall document compliance with all pre-Project Conditions of Approval before starting work through submitting a copy of the MMRP table with notes showing current implementation status and date of completion of each mitigation measure. Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov, Reference # EPIMS- RIV-39893-R6, and cc: Katrina.rehrer@wildlife.ca.gov.

4.2. Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov. Please reference # EPIMS- RIV-39893-R6 and cc: Katrina.rehrer@wildlife.ca.gov. The electronic files shall include GIS shapefiles, along with the appropriate metadata, of the Project area and any mitigation areas. If CDFW requests hard copies of any documentation, Permittee shall mail hard copies to 3602 Inland Empire Blvd., Suite C- 220, Ontario, CA 91764, Attn: Lake and Streambed Program. Please reference # EPIMS-RIV-39893-R6.

4.3. Nesting Bird, Burrowing Owl, and Least Bell's Vireo Survey Report. Prior to commencement of Project activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction nesting bird, burrowing owl, and least Bell's vireo surveys completed pursuant to this Agreement.

4.4. Nesting Bird Summary Report. Permittee shall prepare and submit to CDFW a summary, as described in Measure 2.13.6 of this Agreement of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments

made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.

4.5. Crotch's Bumble Bee – Habitat Mapping Report. No less than 120 days prior to initiation of activities addressed by this Agreement, Permittee shall submit a baseline habitat report of the project site (including channel side slopes). The report will identify habitat alliances following Sawyer et al. (2009), as well as species composition, as identified in Measure 2.17. A map of habitat alliances will be included in the report and GIS files of the habitat mapping will be submitted to CDFW with the report.

4.6. Crotch's Bumble Bee – Survey Plan. If habitat mapping identifies the presence of suitable habitat, no less than 90 days prior to initiation of project activities addressed by this Agreement, Permittee shall submit to CDFW for review and comment a survey plan for Crotch's bumble bee, as described in Measure 2.18.2. The survey plan shall be created in coordination with the Designated Biologist identified in Measure 2.18.1. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

4.7. Crotch's Bumble Bee – Survey Results. Survey results shall be submitted to CDFW within 30 days completion of survey efforts. The report will be prepared by the Designated Biologist identified in Measure 2.18.1 and will describe survey results as identified in Measure 2.18.3.

4.8. On-site Resource Updates. Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any other pertinent information. Summaries shall be submitted on a monthly basis during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.

4.9. Photo Documentation. The Permittee shall include, at minimum, pre-Project and post-Project color photographs taken from fixed locations of all Project areas within or directly adjacent to stream habitat. Two photo monitoring points shall be established at each stream impact area. Each photo point shall have an unobstructed view of the disturbed streambed area. Photo documentation shall be performed from each photo point prior to Project initiation and after Project completion. These photos shall be included in the Project Completion Report (see Measure 4.10).

4.10. Project Completion Report. Permittee shall provide a Project Completion Report to CDFW via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. The Project Completion Report shall demonstrate that impacts to streams are consistent with, and do not exceed, Project impacts authorized under this Agreement. This report shall include, at minimum, photo documentation (Measure 4.9), a quantification of the Project's final total acres of impacts to streams, avoidance/minimization measures implemented, maps that display work areas, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. The Permittee shall also provide GPS data, taken before and after Project construction activities, to demonstrate that impacts to streams are consistent with, and do not exceed, Project impacts authorized under this Agreement. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-39893-R6, and cc: Katrina.rehrer@wildlife.ca.gov.

4.11. Notification to CNDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Permittee shall submit California Natural Diversity Data Base (CNDDB) forms and maps to the CNDDB within five working days of the sightings. The CNDDB form is available online at: https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data. A digital copy of this information shall also be emailed within five days to CDFW. Please reference Notification No. EPIMS- RIV-39893-R6.

4.12. Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

4.13. List of Designated Biologist(s). The Permittee shall submit a proposed list of Designated Biologist(s) to CDFW for review at least 30 days prior to Project start (see Measure 2.1). CDFW will provide written response within 21 days of Permittee submittal, unless a shortened review period is otherwise agreed to by CDFW in writing (email or letter). The list may be updated at any time by CDFW or the Permittee with the prior approval of CDFW.

4.14. Emergency Response Plan. The Permittee shall submit an Emergency Response Plan to CDFW prior to start of ground disturbance. The plan shall identify the actions that shall be taken in the event of a spill of petroleum

products, or other material harmful to aquatic or plant life, and the identification and uses of emergency response materials.

## CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

City of Wildomar, as represented by Jason Farag
EPIMS-RIV-39893-R6
Bundy Canyon Road/Scott Road Improvement Project
23873 Clinton Keith Road, Wildomar, CA 92595
jfarag@cityofwildomar.org

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
EPIMS-RIV-39893-R6
Bundy Canyon Road/Scott Road Improvement Project
R6LSAReporting@Wildlife.ca.gov
cc: Katrina.rehrer@wildlife.ca.gov

## LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the

Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

**ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

**OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

**AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the

corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

## EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

## TERM

This Agreement shall expire on February 20, 2029 unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

## EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

A. Exhibit 1. Project Location
B. Exhibits 2a -2d. Project Site Breakdown and Delineation
C. Exhibit 3. Letter of Credit

The documents listed below are included as attachments to the Agreement and incorporated herein by reference:

1. Minimization and Monitoring Reporting Plan Table

## AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

## AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

## CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

**The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.**

# Exhibit 1

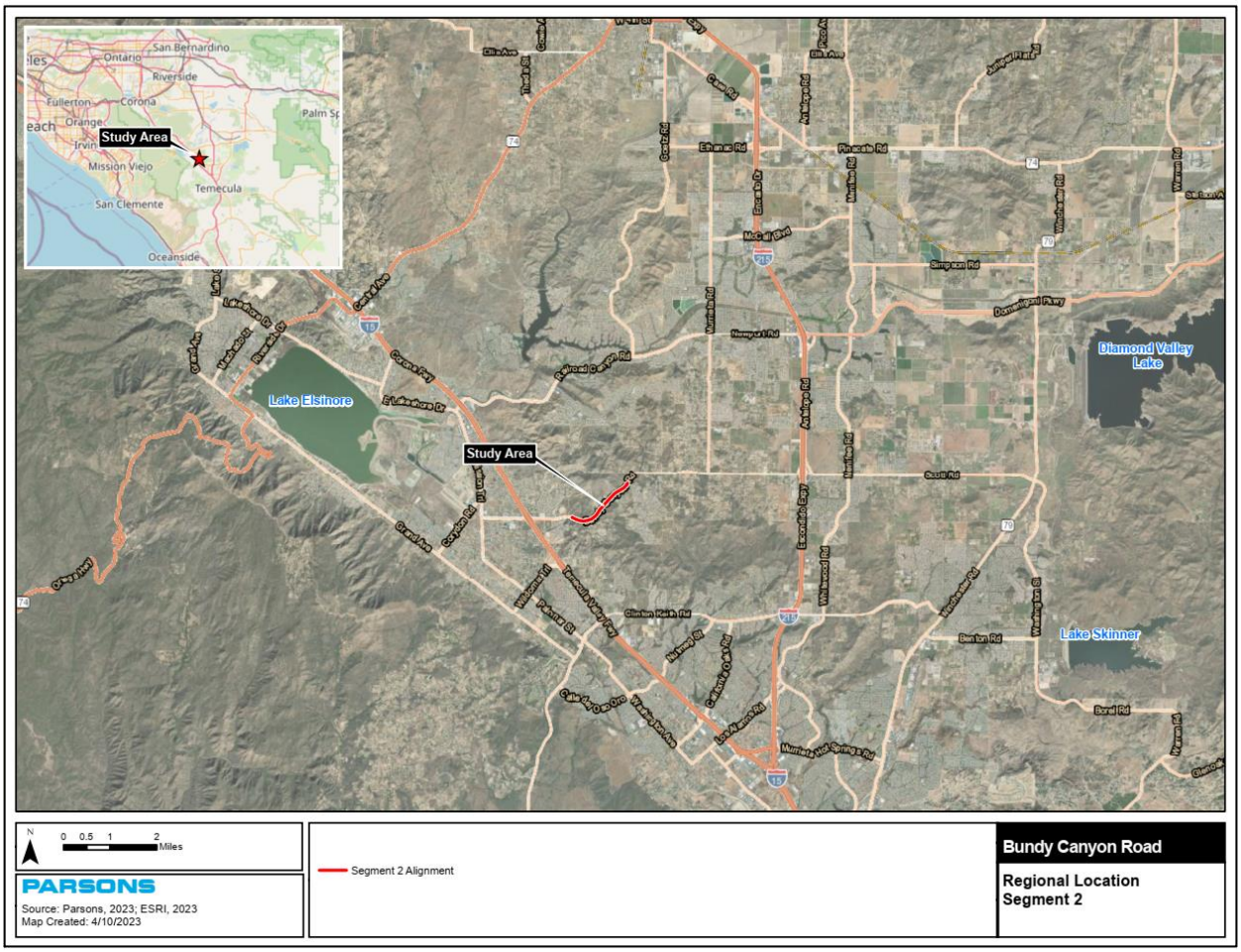



Exhibit 1. Project Location. Bundy Canyon Road/Scott Road Improvement Project is located within the City of Wildomar, Riverside County.

# Exhibit 2a

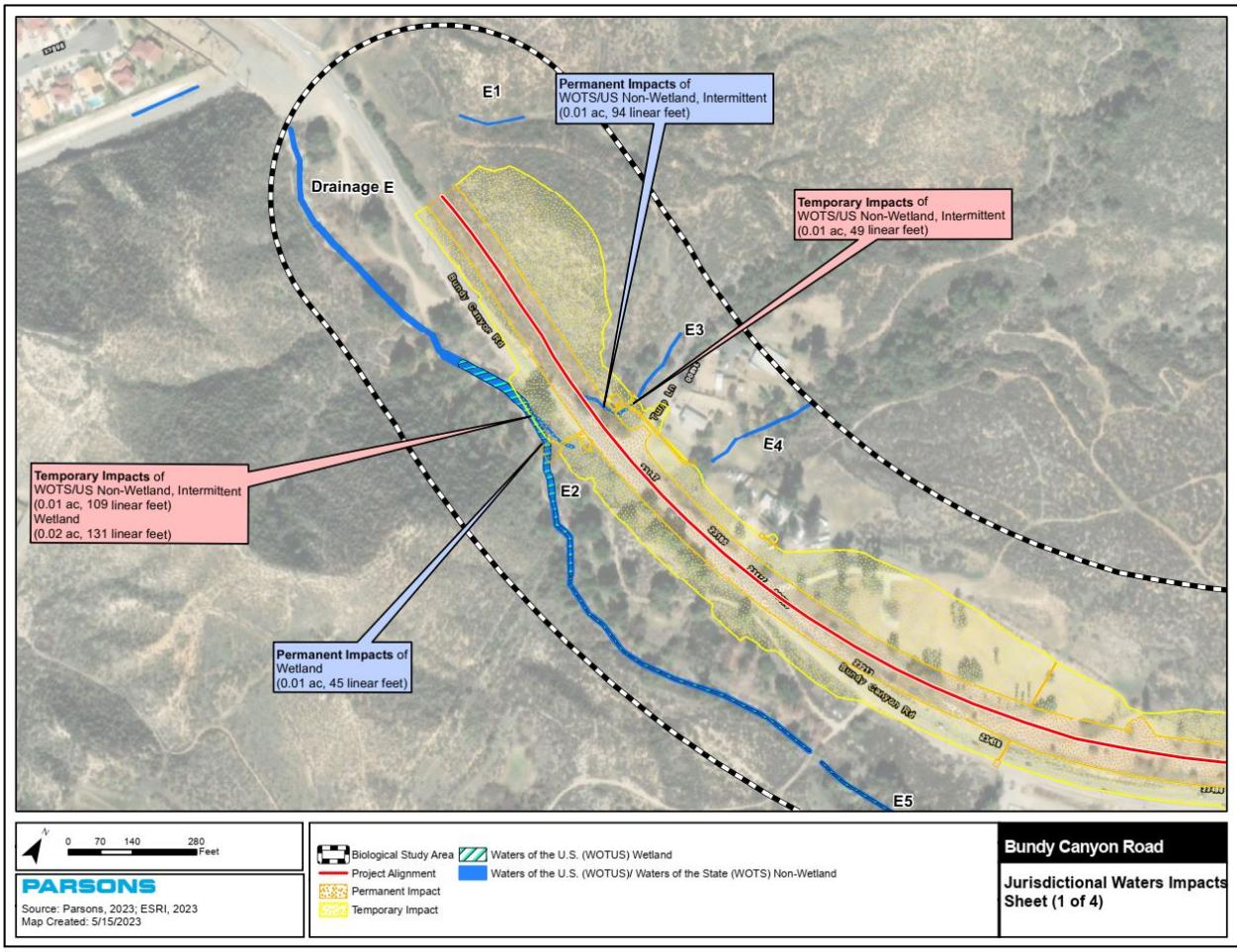



Exhibit 2a. Project Site Delineation. Project area with depiction of resources and impacts.

# Exhibit 2b

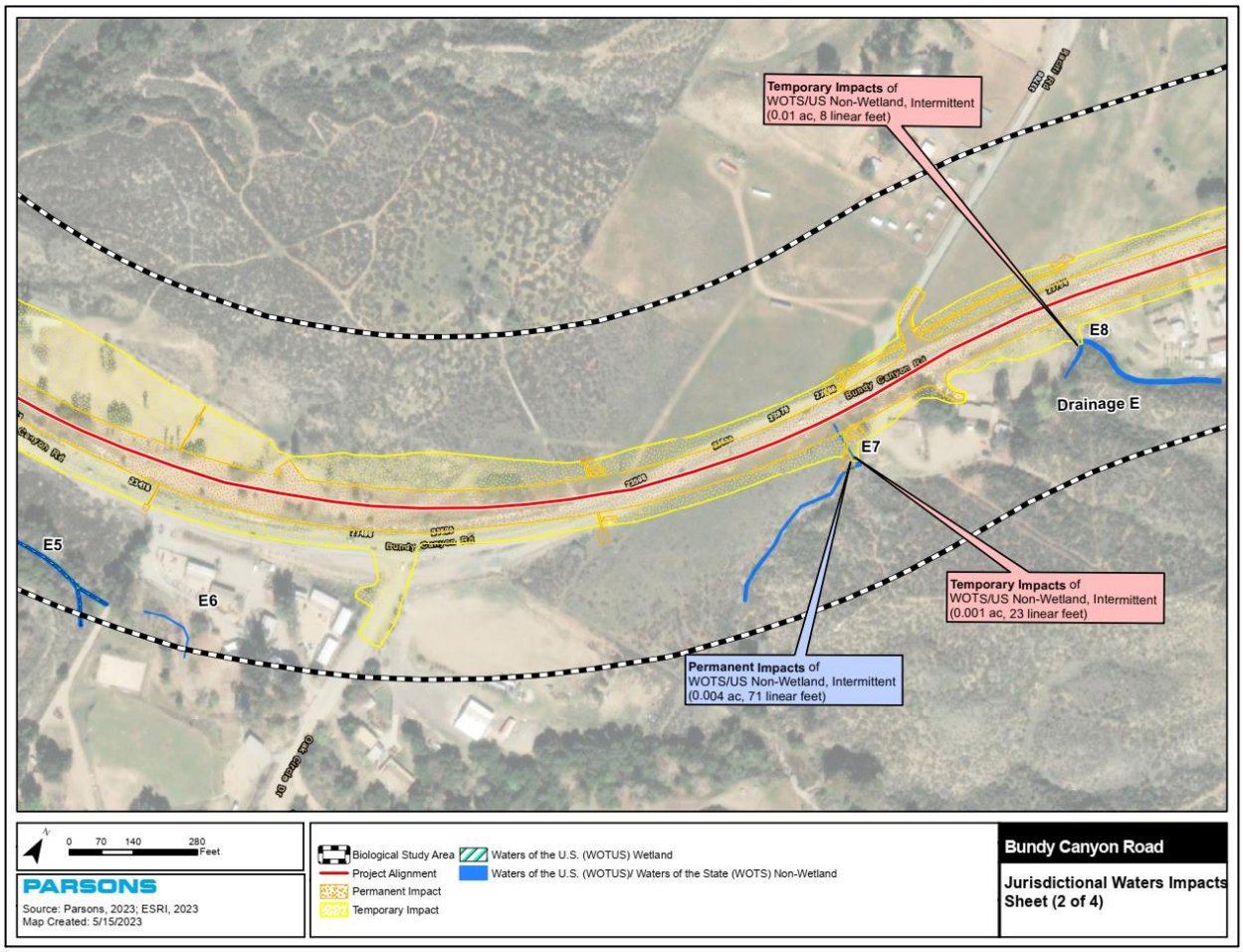



Exhibit 2b. Project Site Delineation. Project area with depiction of resources and impacts.

# Exhibit 2c

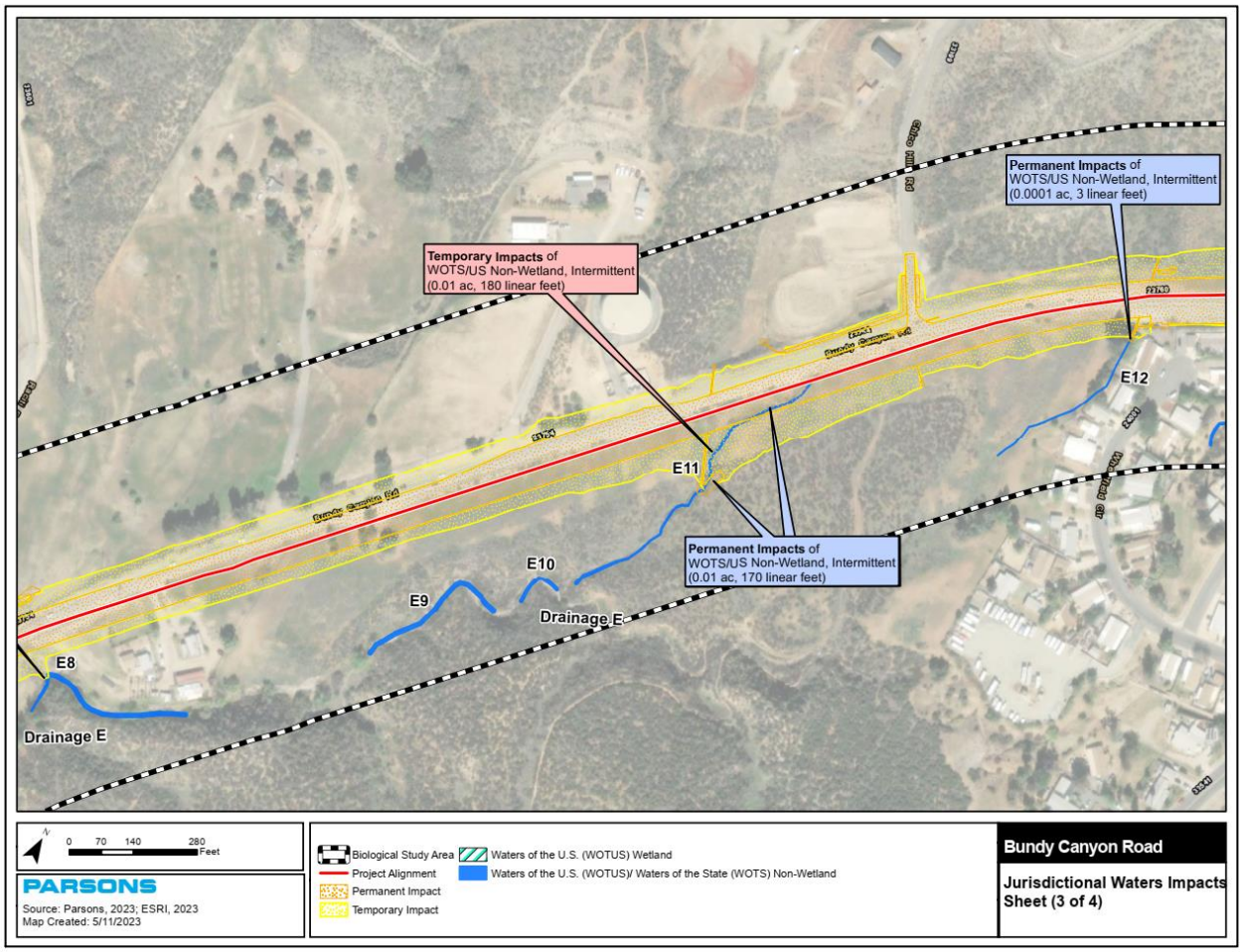



Exhibit 2c. Project Site Delineation. Project area with depiction of resources and impacts.

# Exhibit 2d

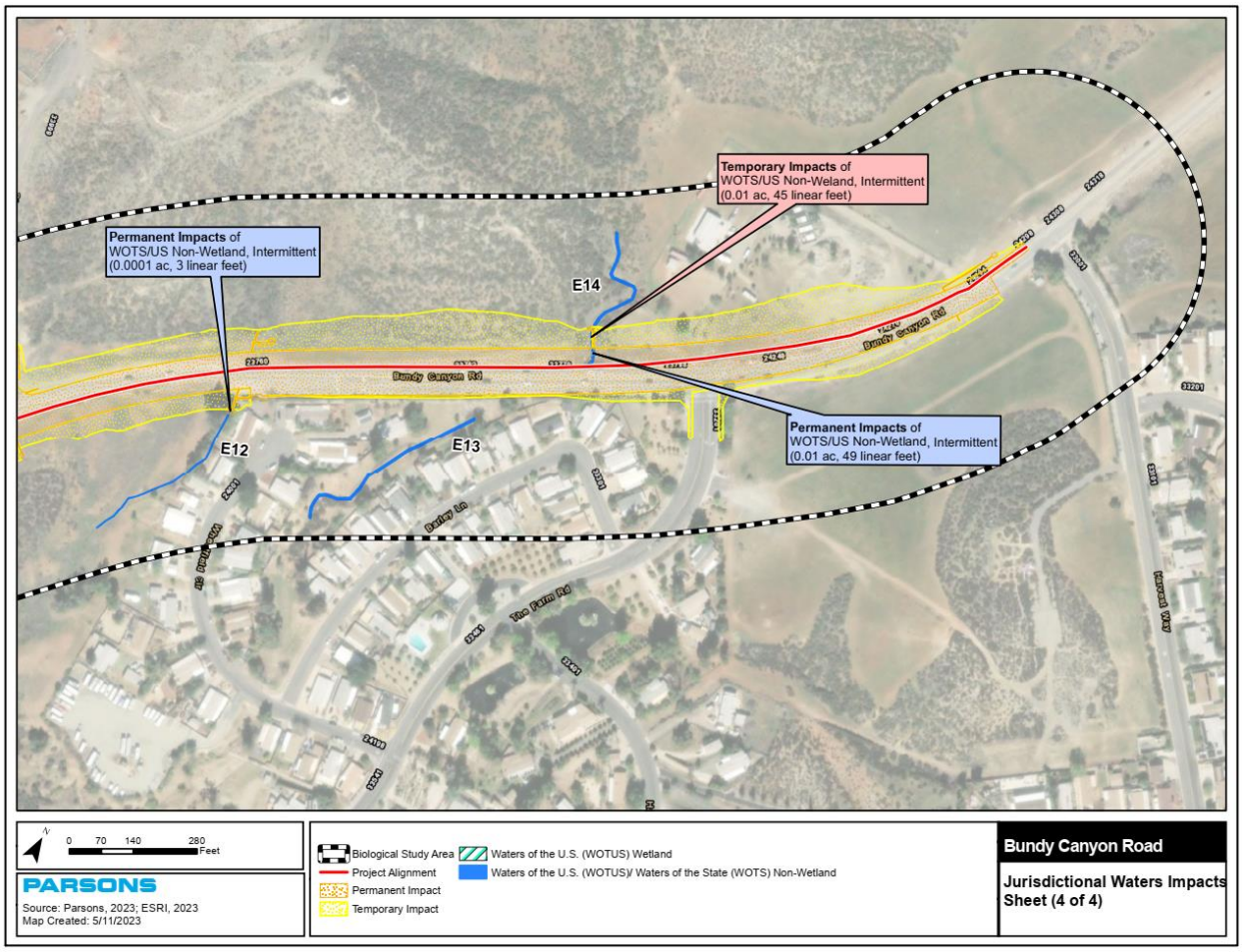



Exhibit 2d. Project Site Delineation. Project area with depiction of resources and impacts.

# Exhibit 3

[***Financial institution letterhead***]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. [***number issued by financial institution***]

---

Issue Date: [***date***]

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. $[***dollar number***] [(***dollar amount***)]

Expiry: [***Date***] at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, [***name of applicant***] ("Applicant"), we, [***name of financial institution***] ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. $[***dollar number***] [(***dollar amount***)] ("Principal Sum").

2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the [***insert:*** "lake" ***or*** "streambed"] alteration agreement (No. [***permit number***]) for the [***name of project***] issued by CDFW to the Applicant on [***date***] (No. [***number***]) ("Permit").

3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements in the Permit ("Mitigation Requirements").

4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.

5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A,

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.

7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.

8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.

9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.

10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.

11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.

12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.

13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.

14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-

2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.

17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.

18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.

19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[***Name of financial institution***]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

CERTIFICATE FOR DRAWING

[***CDFW Letterhead***]

[***Date***]

[***Name and address of financial institution***]

Re: Irrevocable Standby Letter of Credit No. [***number issued by financial institution***]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 of the above-referenced standby letter of credit ("Credit"), hereby certifies to the Issuer that:

1. [***Insert one of the following statements:*** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]

2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.

3. CDFW is therefore making a drawing under the Credit in amount of U.S. $_____.

4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of this ___day of [***month***], [***year***].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

_____
[***Insert one of the following:*** "Director" ***or*** "General Counsel" ***or*** "Regional Manager, [***Name of Regional Office***]" ***or*** "Chief, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION

[***CDFW Letterhead***]

[***Date***]

[***Name and address of financial institution***]

Re: Irrevocable Standby Letter of Credit No. [***number issued by financial institution***]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [***Insert one of the following statements:*** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]

2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of this ____ day of [***month***], [***year***].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

_____
[***Insert one of the following:*** "Director" ***or*** "General Counsel" ***or*** "Regional Manager, [***Name of Regional Office***]" ***or*** "Chief, Habitat Conservation Planning Branch"]

**Attachment A**

# CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
# MITIGATION MONITORING AND REPORTING PLAN (MMRP)
# LAKE OR STREAMBED ALTERATION AGREEMENT

**LAKE OR STREAMBED ALTERATION AGREEMENT NO. EPIMS-RIV-29893-R6**

**PERMITTEE:** **City of Wildomar**

**PROJECT:** **Bundy Canyon Road/Scott Road Improvement Project**

## PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Lake or Streambed Alteration Agreement EPIMS No. RIV-39893-R6 (Agreement) are properly implemented, and thereby to ensure compliance with, section 15097 of the California Code of Regulations and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by Fish and Game Code 1600 et seq. is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the Agreement, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

## OBLIGATIONS OF PERMITTEE

Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the Agreement itself and are summarized at the front of the attached table.

## VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

## TABLE OF MITIGATION MEASURES

Table 1. The following items are identified for each Mitigation Measure: Mitigation Measure number (#), Mitigation Measures, Implementation Schedule, Responsible Party, and Status/Date/Initials. The # column indicates the mitigation measure number in the Agreement. The Mitigation Measure column summarizes the mitigation, monitoring, and reporting requirements contained in the Agreement. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the entity that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report. The Permittee must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining that status.

| Reporting Table | | | | | |
|---|---|---|---|---|---|
| **Project Start Date: _____** | | | **Project End Date:_____** | | |
| **Measure #** | **Mitigation Measure** | **Timeline** | **Date Submitted to CDFW** | **Date Reviewed or Approved by CDFW** | **Notes** |
| Pre-Project Activities | | | | | |
| 1.8 | Notify CDFW Prior to Work. | Minimum of 5 days before commencing ground- or vegetation-disturbing activities. | | | |
| 2.1 | Designated Biologist(s) and Biological Monitor(s). | Minimum of 45 days before commencing ground- or vegetation-disturbing activities. | | | |
| 2.5 | Delineate Work Area Boundary. | Before commencing ground- or vegetation-disturbing activities. | | | |
| 2.12 | Educational Program. | Before commencing ground- or vegetation-disturbing activities. | | | |
| 2.13.2 | Pre-construction Surveys. | Three days before commencing ground- or vegetation-disturbing activities. | | | |

| | | | | | |
|---|---|---|---|---|---|
| 2.13.6 | Nesting Bird Reporting | Submitted to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers | | | |
| 2.16.1 | Burrowing Owl Habitat Assessment. | Before commencing ground- or vegetation-disturbing activities. | | | |
| 2.16.2 | Focused Survey for Burrowing Owls. | 30-60 days before commencing ground- or vegetation-disturbing activities. | | | |
| 2.16.3 | Burrowing Owl Pre-Construction Inspection. | Within 3 days before commencing ground- or vegetation-disturbing activities. | | | |
| 2.16.4 | Burrowing Owl Survey Results. | Within 10 days of survey completion and minimum of 21 days before commencing ground- or vegetation-disturbing activities | | | |
| 2.16.6 | Burrowing Owl Plan. | At least 30 days before commencing ground- or vegetation-disturbing activities. | | | |

| | | | | | |
|---|---|---|---|---|---|
| 2.17 | Crotch bumble bee – Habitat Mapping | Before commencing ground- or vegetation-disturbing activities. | | | |
| 2.18.2 | Crotch bumble bee – Survey. | Before commencing ground- or vegetation-disturbing activities. | | | |
| 2.18.3 | Crotch bumble bee – Surveys. | Before commencing ground- or vegetation-disturbing activities. | | | |
| 2.40 | Work According to Plans. | At least 30 days before commencing ground- or vegetation-disturbing activities. | | | |
| 3.2 | Habitat Re-establishment/Rehabilitation– Offsite (Mitigation Bank). | Prior to purchase of credits. Mitigation credits shall be purchased, and receipt provided to CDFW, at least 30 days prior to the initiation of Project activities, which includes staging and site preparation, unless security is provided | | | |
| 3.3.1 | Mitigation Site Approval | Minimum of five months prior to the start of Project Activities OR four months following the start of Project Activities if Security is provided. | | | |
| 3.3.1 | Habitat Management Land Acquisition Package | No later than five months prior to the start of Project Activities OR four months following start of Project | | | |

| | | | | | |
|---|---|---|---|---|---|
| | | Activities if Security is provided | | | |
| 3.3.2 | Mitigation Site Conservation Easement | After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project Activities OR six months following the start of Project Activities if Security is provided | | | |
| 3.3.3 | Mitigation Site Land Manager | After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project Activities OR six months following start of Project Activities if Security is provided | | | |
| 3.3.5 | Habitat Mitigation and Monitoring Plan (HMMP) | After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project Activities OR six months following start of Project Covered Activities if Security is provided | | | |
| 3.3.6 | Long Term Management Plan | After CDFW approval of the mitigation Site and no later than three months prior to the start of Project Activities OR six months following start of Project Activities if Security is provided. | | | |
| 3.3.9 | Property Analysis Record for Mitigation Site HMMP and | No later than two months prior to the start of Project Activities OR three months following start of Project | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Long-Term Management Fund | Activities if Security is provided. | | | |
| 3.3.12 | Transfer Long-term Endowment Funds | Prior to the start of Project Activities OR within 18 months following start of Project Activities if Security is provided | | | |
| 4.1 | Construction Notification (start) | At least 5 days prior to initiation of Project activities | | | |
| 4.1 | Construction Notification (end) | Within 5 days after completion of Project activities | | | |
| 4.3 | Nesting Bird and Burrowing Owl, Survey Report | Prior to initiation of Project activities | | | |
| 4.13 | List of Designated Biologist(s) | At least 45 days prior to initiation of Project-related activities | | | |
| During Project Operations | | | | | |
| 1.9 | Reporting Violations | Within 48 hours of the violation occurring | | | |
| 2.8 | Check for Wildlife in Pipes/Construction Materials | At the end of each workday. | | | |
| 2.9 | Excavated Areas**.** | At the end of each workday. | | | |
| 2.13.6 | Reporting. | No less than once weekly. | | | |
| 2.16.5 | Burrowing Owls Observed During Construction. | During project implementation and construction. | | | |
| Post-project Activities | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 4.9 | Project Completion Report | No later than one month after the Project is fully completed | | | |
| 4.10 | CNDDB Reporting | Within 30 days of sightings | | | |

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.11**
**Meeting Date: March 13, 2024**

**SUBJECT:** Agreement for Services between the City of Wildomar, California, and Gods Fan Club ( Dba Project T.O.U.C.H.)

**SUBMITTED BY:** Raul Berroteran

**PREPARED BY:** Raul Berroteran

**ACTION:**
1. Authorize the City Manager to execute a Professional Services Agreement between the City of Wildomar and God's Fan Club Dba Project T.O.U.C.H.

2. Approve a supplemental appropriation of $41,940.00 for Fiscal Year 2024 in the Measure AA Fund 120-410-4610-52115

**BACKGROUND:**

On behalf of the city, the service provider will provide emergency shelter services to address and reduce the homeless population within the City of Wildomar effectively. The Service Provider will coordinate efforts with the City of Wildomar and The Riverside County Sheriff's Department, the City's contracted street outreach Provider, and another stakeholder. The prime goal is to continue to provide emergency sheltering services in the City of Wildomar to engage with persons experiencing unsheltered homelessness with the ultimate goal of moving individuals and families into housing sustainability.

On February 14th the City Council approved an MOU with the City of Murrieta to 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. Execution of an Agreement with Project Touch is a provision of the MOU.

**DISCUSSION:**

The proposed agreement outlines key areas of cooperation between the City of Wildomar and God's Fan Club dba Project T.O.U.C.H. to assist with providing shelter to the homeless. Addressing homelessness includes the establishment of joint outreach teams, information-sharing mechanisms, and a unified approach to delivering shelter and services to individuals experiencing 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:**

Services are provided as needed with a monthly maximum of $10,485.00. The total fiscal impact for this contract will be $62,910.00, with an additional $10,485.00 per month If the contract continues.

For the fiscal year 2024, the impact will be $41,940.00 and staff are recommending a supplemental appropriation of this amount to cover the expenditures.

**ACCOUNT CODE:**

120-410-4610-52115 Contractual Services

**ATTACHMENTS:**
Attach A - Project Touch-Wildomar PSA-Final 3-14-24..pdf

# ATTACHMENT

# Exhibit A

# AGREEMENT FOR SERVICES

**By and Between**

**THE CITY OF WILDOMAR,**

**a municipal corporation**

**and**

**GOD'S FAN CLUB (Dba PROJECT T.O.U.C.H.)**

**a California non-profit organization**

**AGREEMENT FOR SERVICES**
**BETWEEN**
**THE CITY OF WILDOMAR, CALIFORNIA**
**AND**
**GOD'S FAN CLUB (Dba PROJECT T.O.U.C.H.)**

This Agreement for Services ("Agreement") is entered into as of this **13th day of March, 2024** by and between the City of Wildomar, a municipal corporation ("City") and God's Fan Club, dba Project T.O.U.C.H., a California non-profit organization ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. City has sought, by direct request and is in need of services to assist with providing shelter to the homeless; the performance of services which are defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Service Provider has special knowledge, experience, and facilities for accomplishing the services described particularly in Section 2 of this Agreement.

D. Pursuant to the City of Wildomar's Municipal Code, the City has the authority to enter into this Services Agreement, and the City Manager has the authority to execute this Agreement.

E. City now desires to retain the Service Provider to accomplish the services described particularly in Section 2 of this Agreement, and the Service Provider is willing to be so retained pursuant to the terms and conditions of this Agreement.

F. The Parties desire to formalize the selection of Service Provider for the 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 shall be for six (6) months, ending on September

13, 2024. After the six-month timeframe is reached, the parties may agree to extend the contract with City Council approval with the option for a month-to-month agreement term.

**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, the city agrees to pay the 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 Ten Thousand Four hundred Eighty-Five ($10,485.00) per month. 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, the Service Provider shall furnish to the 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 by the following categories: labor, travel, materials, equipment, and supplies. If the compensation set forth in subsection (a) and Exhibit "B" includes 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. The 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 constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's 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 the 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. The 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 the 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) The Service Provider shall perform all Services as an independent contractor of the City and shall remain at all times as to the 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. The 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 the 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. The 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, the 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 the Service Provider

under this Agreement. In addition to the general standards of performance set forth in 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 the 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 the City nor any elected or appointed boards, officers, officials, employees, or agents of the City shall be liable, at law or in equity, as a result of any failure of the 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 based on 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 the City on such projects shall not be considered a conflict of interest for the purposes of this section.

(c) City understands and acknowledges that the 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 the 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 the 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. The city retains the right, but has no obligation, to represent the 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 of the 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. The 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 the Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event the Service Provider fails to obtain such indemnity obligations from others as required herein, the Service Provider agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on the 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 the 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 the 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.**

The Service Provider shall make every reasonable effort to maintain the stability and continuity of the Service Provider's staff and sub-contractors, if any, assigned to perform the Services. The Service Provider shall notify City of any changes in the 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, the 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 the 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 the Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which the 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 that the Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the city may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

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

To Service Provider: God's Fan Club, dba Project T.O.U.C.H.
Attn: Anne Unmacht, President/CEO
30141 Antelope Rd D-103
Menifee, CA 92584
Phone: (951) 677-9661

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 the City's rights under this Agreement. The City Council shall approve all other amendments.

**SECTION 29. WAIVER.**

The 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. The 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 the City of any work or services by the 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, the 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, the 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).

**SECTION 34. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF WILDOMAR**

_____
Daniel A. York
City Manager

**ATTEST:**

_____
Janet Morales, CMC
City Clerk

**APPROVED AS TO FORM**

_____
Thomas D. Jex
City Attorney

**“Service Provider”:**

**GOD’S FAN CLUB dba PROJECT T.O.U.C.H**

_____
Ann Unmacht, President/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.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**Purpose**

On behalf of the city, the Service Provider will provide emergency sheltering services to effectively address and reduce the homeless population within the City of Wildomar. Service Provider will coordinate efforts with the city, the Riverside County Sheriff's Department, the City's contracted street outreach provider, and other stakeholders. The primary goal is to continue providing emergency sheltering services in the city to engage with persons experiencing unsheltered homelessness, with the ultimate goal of moving individuals and families into housing sustainability.

**Key Activities**

- Emergency Sheltering
  Service Provider will commit to providing a facility under the administration and control of Service Provider for the purposes of emergency sheltering of homeless individuals and families. Funding will be provided on a per client basis for sheltering and meals, plus a cost sharing formula for the payment of utilities, as described in the budget.

- Case Management and Wrap-Around Services
  The Service Provider will assist in the coordination of case management services for individual and family services in partnership with the city and the City's contracted provider for case management services. This work may include completion of an intake assessment that addresses the individual's issues, behaviors, and barriers to housing. Depending on an individual's or family's need, additional services will include verification of homeless status, verification the individuals have been homeless in Wildomar, procurement of identification, assistance with applying for and receiving benefits, and completion of a housing sustainability plan.

- The City's contracted service provider for case management services (at this time City Net) will be primarily responsible for providing case management services at the emergency shelter through a separate agreement with the city.

**Measurable Outcomes**

Service Provider's responsibilities:

- Service Provider shall provide facility(s) currently under the administration and control of Service Provider to be used as emergency shelter. Service Provider, in consultation with the City and the City's contracted provider for case management services, has the ability to utilize the facility in the best manner

to maximize occupancy up to a maximum of sixteen (16) clients per facility. Exceptions to maximum occupancy may be provided when families with children need shelter, upon the approval of the City.

- Service Provider shall be responsible for maintaining livable shelter for clients. All units will be in safe and working order as defined below under "Minimum Habitability Standards."

- Service Provider shall procure all services related to the maintenance and repairs of the facility.

- There is no expectation that clients utilizing homeless services at this facility have a right to such units for long-term use. Service Provider, in consultation with the City and the City's contracted case management provider, shall determine an individual's needs and next steps for housing sustainability.

- Service Provider, in consultation of the city and the City's contracted case management provider, may transfer clients to different units, different bedrooms, or different living arrangements for maximum usage.

- Service Provider in consultation with the city and the City's contracted case management provider, is responsible for administration of the Emergency shelter. Such responsibilities may include determining rules, monitoring services, and ensuring individuals are complying with stated rules and regulations.

- Service Provider shall receive reimbursement for meals provided to clients at a rate of $20.00 per day. Food may or may not be prepared and may include groceries. Capped at a maximum of four (4) clients per night.

- Service Provider shall receive reimbursement for Sheltering of client(s) at a rate of $65.00 per night per client. A bed per client*; restroom and bathing facilities. Capped at (4) clients per night.

- Service Provider shall receive a monthly portion for utilities (electricity, gas, and water) of $285.00 per month.

**Reporting:**

- Service Provider shall provide monthly reports in a mutually agreeable format to the City that includes daily bed utilization.

- Service Provider shall provide monthly billing/invoices for services rendered according to the ESG-CV2 grant.

**City responsibilities:**

- The City shall regularly provide direction to the Service Provider regarding the priority of clients.

- The City is responsible for communicating goals, objectives, and priorities to the Service Provider.

- When necessary for safety or overall support, the Riverside County Sheriff's Department may provide assistance for situations affecting the safety of clients of the emergency shelter.

**Minimum Habitability Standards**

Project Touch shall abide by the Minimum Habitability Standards for Shelter and Permanent Housing under the previously agreed Emergency Solutions Grant Program interim rule 24 CFR §576.403. In addition, Project Touch shall provide housing or services that comply with all applicable State and local housing codes, licensing requirement, and any other requirements in the project's jurisdiction. Such items include:

1. Sanitary facilities.
2. Access to restrooms and bathing facilities
3. Food preparation and refuse disposal.
4. Space and security.
5. Thermal environment.
6. Illumination and electricity.
7. Safe structure and materials.
8. Interior air quality.
9. Water supply.
10. Lead-based paint.
11. Site and neighborhood.
12. Smoke detectors.

## Budget

| ITEM | DESCRIPTION | FORMULA | MONTHLY COST |
|---|---|---|---|
| Sheltering | A bed per client*; restroom and bathing facilities. Capped at 4 clients per night.<br><br>During times of high utilization, occasionally alternative methods may be used (e.g., young children can share a bed, or an adult may be placed on a couch), upon approval of the City. | $65.00 per night per client | **$7,800.00** |
| Meals | Food provided for clients Capped at 4 clients per diem.<br><br>* Does not have to be prepared items | $ 20.00 per diem per client | **$2,400.00** |
| Utilities | Gas, water, and Electricity | $285.00 | **$285.00** |
| | | **TOTAL MONTHLY NOT-TO-EXCEED AMOUNT:** | **$10,485.00** |

**EXHIBIT "B"**
**COMPENSATION**

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

Consideration. In consideration of the services to be performed by Service Provider for the City as set forth in Section 1, the City agrees to pay Service Provider a sum not to exceed Ten Thousand Four Hundred Eighty-Five ($10,485.00) per month, based on the number of clients and utilities as stipulated in Exhibit A.

## 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)

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 in 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, the 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**
The city reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**PUBLIC HEARING**
**Agenda Staff Report # 2.1**
**Meeting Date: March 13, 2024**

**SUBJECT:** Public Hearing for Annexation No. 8 (Tres Lagos Apartments, Phase 2) - Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 8

**SUBMITTED BY:** Ninette Eva

**PREPARED BY:** Matt Kramer

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

**RESOLUTION NO. 2024 - _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 8)

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

**RESOLUTION NO. 2024 - _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 8)

**SUMMARY:**

Hold a Public Hearing to consider annexing Phase 2 of the Tres Lagos Apartment Project into CFD 2022-1 for Maintenance Services, hold a special election, and declare the election results.

**BACKGROUND:**

On January 17, 2024, the City Council adopted Resolution No. 2024-01, declaring its intention to annex territory to Community Facilities District No. 2022-1 (Services) (the “CFD No. 2022-1” or “CFD”) and commence the annexation proceedings for the territory to be annexed , also known as Annexation No. 8 (Tres Lagos Apartments, Phase 2). A public hearing has been set for March 13, 2024 to conduct an election for the landowners and to declare the results of that election.

**DISCUSSION:**

As required by the Resolution of Intention, an annexation map was recorded on January 19, 2024, at 12:46 p.m. in Book 92, Page 63, Document No. 2024-0018108 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to a petition filed by the property owners, Palm Communities, of Phase 2 of 3 for LLA 2022-004 (Tres Lagos Apartments) containing 3.34 gross acres within the City and has requested that the City assist them in annexing territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as lighting, street maintenance, parks, and graffiti abatement.

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

The area proposed within Annexation No. 8 will encompass 3.34 acres to include 88 apartment units, with a FY 2023-24 maximum annual tax of $473.25 per unit, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 8. This tax rate includes a Maximum Special Tax A of $153 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of $320.25 per unit per year for safety. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%, both not to exceed 6%. Palm Communities has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to

the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

**FISCAL IMPACT:**
The projected levy for Phase 2 of Tax Zone 8 in FY 2023-24 is $13,464 for the first year of Special Tax A maintenance services. Special Tax B will generate $28,182 once all 88 units are developed. These levies are intended to offset the City's future costs to maintain the new public improvements. Costs associated with the processing of this annexation are covered by developer fees and deposits. There is no impact to the General Fund.

**ATTACHMENTS:**
1 - Project Map Annexation No. 8
2 - Resolution Calling an Election
2A - Resolution Exhibits
3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

# *PROJECT MAP*
## CFD NO. 2022-1 (SERVICES)
## ANNEXATION NO. 8

SPICER CONSULTING GROUP

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 8)**

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

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

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

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

**WHEREAS,** the City Council on January 17, 2024, duly adopted Resolution No. 2024-01 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2022-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for March 13, 2024; and

**WHEREAS,** the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 8 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on January 19, 2024, in Book 92 of Maps of Assessment and Community Facilities Districts at Page 63, in the office of the Riverside County Recorder; and

**WHEREAS,** pursuant to the Act and the Resolution of Intention, a notice of public hearing was convened by the City Council on March 13, 2024, not earlier than the hour

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.** Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on March 13, 2024, and shall be conducted as follows:

(a) Qualified Electors. The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2022-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2022-1 on January 4, 2024 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2022-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2022-1.

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

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2022-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B. The full text of the ballot for said elections shall be as set forth in Exhibit C and shall be included in the ballot pamphlet mailed to each qualified elector.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on March 13, 2024. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on March 13, 2024, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

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

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

**PASSED, APPROVED AND ADOPTED** this 13th day of March 2024:

_____
Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

_____
Thomas D. Jex
City Attorney

**ATTEST:**

_____
Janet Morales
City Clerk

**EXHIBIT A**

**RATE AND METHOD OF APPORTIONMENT**

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

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

**A. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**"City"** means the City of Wildomar.

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

**"County"** means the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. ASSIGNMENT TO LAND USE CATEGORIES**

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

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

## C. MAXIMUM SPECIAL TAX RATES

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

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

### 1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

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

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

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

(ii) Increase in the Maximum Special Tax A

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

**2. Special Tax B**

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

a. Developed Property

(i) Maximum Special Tax B

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

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

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

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

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

**3. Special Tax C (Contingent)**

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

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

a. Developed Property

(i) Maximum Special Tax C (Contingent)

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

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

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

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

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

(iii) Multiple Land Use Categories

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

b. Approved Property

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

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

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

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

c. Undeveloped Property

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

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

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

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

## D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

### 1. Special Tax A

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

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

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

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

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

**2. Special Tax B**

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

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

**3. Special Tax C (Contingent)**

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

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

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

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

## E. FUTURE ANNEXATIONS

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

## F. TERM OF SPECIAL TAX

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

## G. EXEMPTIONS

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

## H. APPEALS

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

## I. MANNER OF COLLECTION

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

**APPENDIX A**

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

**COST ESTIMATE**

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

**TAX ZONE 8 – SPECIAL TAX A**
**LLA 2022-004**

| Item | Description | Estimated Cost |
|---|---|---|
| 1 | Lighting | $386 |
| 2 | Streets | $2,318 |
| 3 | Parks | $8,041 |
| 4 | Graffiti | $195 |
| 5 | Reserves | $733 |
| 6 | Admin | $1,791 |
| **Total** | | **$13,464** |

**Special Tax B Services –** It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

**TAX ZONE 8 – SPECIAL TAX B**
**LLA 2022-004**

| Land Use Category | Unit | Maximum Special Tax B |
|---|---|---|
| Multi-Family Residential Property | RU | $320.25 |

**Special Tax C (Contingent) Services** – There are no maintenance services proposed to be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2017-1 Tax Zone 8.

**TAX ZONE 8**
**LLA 2022-004**
**FY 2023-2024 MAXIMUM SPECIAL TAX RATES**

| Taxable Property | Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B | Maximum Special Tax C (Contingent) |
|---|---|---|---|---|---|
| Developed Property | Multi-Family Residential | RU | $153 | $320.25 | $0 |
| Approved Property | Multi-Family Residential | RU | $153 | N/A | $0 |
| Undeveloped Property | N/A | Acre | $4,031 | N/A | $0 |

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE**
**FOR DEVELOPED PROPERTY**

| Tax Zone | Fiscal Year Included | Tract | No. of Taxable Units | LUC | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B | Maximum Special Tax C (Contingent) | Subdivider |
|---|---|---|---|---|---|---|---|---|---|
| Original | 2022-23 | TR 36672 | 136 | SFR | RU | $408 | $430 | $261 | Lennar Homes |
| 1 | 2022-23 | PP 13-0089 | 170 | MFR | RU | $203 | $305 | $0 | Villa Siena Property LLC |
| 2 | 2022-23 | TR 37476 | 77 | SFR | RU | $583 | $430 | $262 | KB Home Coastal Inc. |
| 3 | To Be Determined | | | | | | | | |
| 4 | 2023-24 | PM 37941 | 9.62 | NR | Acre | $4,060 | $0 | $0 | Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc. |
| 5 | 2023-24 | TR 31896 | 117 | SFR | RU | $788 | $451.50 | $503 | D.R. Horton Los Angeles Holding Co. |
| 6 | 2023-24 | LLA 2022-004 | 89 | MFR | RU | $153 | $320.25 | $0 | Wildomar Tres Lagos Partners LP |
| 7 | 2023-24 | TR 36781/36782 | 191 | SFR | RU | $267 | $451.50 | $46 | CPR/CWR Westpark Project, LLC |
| 8 | 2023-24 | LLA 2022-004 | 88 | MFR | RU | $153 | $320.25 | $0 | Palm Communities |
| 9 | 2023-24 | PP 21-0138 | 1.15 | NR | Acre | $2,700 | $0 | $2,372 | DMSD Cajun Properties LLC |

**ESCALATION OF MAXIMUM SPECIAL TAXES**

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

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

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

**EXHIBIT B**

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

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

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

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

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

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

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

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

**EXHIBIT C**

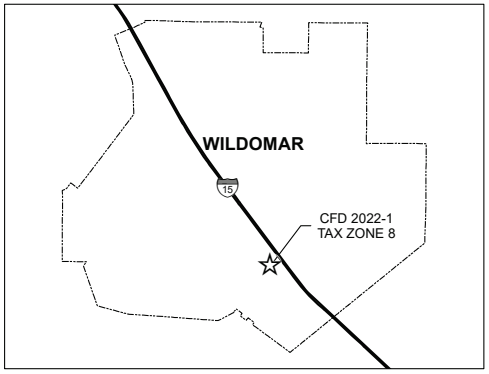
**CITY OF WILDOMAR**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**

**PROPOSED BOUNDARIES**

# *PROPOSED ANNEXATION MAP NO. 8*
## COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.




I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20___, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (8) TAX ZONE

N W E S

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-24.

0 125 250 500 Feet

**EXHIBIT B**

**BALLOT**

**SPECIAL TAX ELECTION**
**CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**
**ANNEXATION NO. 8**

**(March 13, 2024)**

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 8 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

| Name of Landowner | Number of Acres Owned | Total Votes |
|---|---|---|
| Palm Communities | 3.34 | 4 |

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

**Mail Delivery:** If by mail, place ballot in the return envelope provided, and mail no later than February 28, 2024, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

**Personal Delivery:** If in person, deliver to the City Clerk at any time up to 6:00 p.m. on March 13, 2024, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on March 13, 2024.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

***TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.***

**OFFICIAL SPECIAL TAX BALLOT**

| **Name & Address of Property Owner:** | **Assessor's Parcel Number(s):** |
|---|---|
| Palm Communities<br>Attn: Danavon L. Horn<br>100 Pacifica, Suite 203<br>Irvine, CA 92618 | 380-100-022 |

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 8

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

| Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B |
|---|---|---|---|
| Multi-Family Residential | RU | $153 | $320.25 |

plus an annual increase on each July 1, commencing July 1, 2024 the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater, and the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater, to finance certain services including lighting, streets, parks, and graffiti abatement for Special Tax A, and police and fire protection for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-01 adopted by the City Council of the City of Wildomar on January 17, 2024 (including incidental expenses), and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?

MARK "YES" OR "NO" WITH AN "X":

YES _____

NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

Palm Communities
Danavon L. Horn
President

_____
Signature

_____
Print Name

_____
Title

**EXHIBIT C**

**FULL TEXT OF PROPOSITION**

FULL TEXT OF PROPOSITION

SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 8)

March 13, 2024

SPECIAL TAX BALLOT MEASURE: Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

| Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B |
|---|---|---|---|
| Multi-Family Residential | RU | $153 | $320.25 |

plus an annual increase on each July 1, commencing July 1, 2024 the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater, and the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater, to finance certain services including lighting, streets, parks, and graffiti abatement for Special Tax A, and police and fire protection for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-01 adopted by the City Council of the City of Wildomar on January 17, 2024 (including incidental expenses), and shall an appropriation limit be established for the Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 8**

**WHEREAS**, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

**WHEREAS,** at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for March 13, 2024, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2022-1 the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot; and

**WHEREAS**, a Certificate of Election Results, attached thereto as Exhibit A, dated March 13, 2024, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

**WHEREAS**, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:**

**Section 1.** Recitals. This Council finds and determines that the foregoing recitals are true and correct.

**Section 2.** Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2022-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

**Section 3.** Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2022-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2022-1 as specified in Resolution No. 2024-01 adopted by the City Council on January 17, 2024. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 8 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on January 19, 2024, in Book 92 of Maps of Assessment and Community Facilities Districts at Page 63, in the office of the Riverside County Recorder.

**Section 4.** Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2022-1 including the annexed territory.

**Section 5.** Effect. This resolution shall take effect from and after its adoption.

**PASSED, APPROVED AND ADOPTED** this 13th day of March 2024:

Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

Thomas D. Jex
City Attorney

**ATTEST:**

Janet Morales
City Clerk

**EXHIBIT A**

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 8

**CERTIFICATE OF ELECTION RESULTS**

I, the undersigned, being the Deputy City Clerk or the City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated January 4, 2024, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

| Landowner | Qualified Landowner Votes | Votes Cast | YES | NO |
|---|---|---|---|---|
| Palm Communities | 4 | 4 | | |

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2024.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**GENERAL BUSINESS**
**Agenda Staff Report # 3.1**
**Meeting Date: March 13, 2024**

**SUBJECT:** AB 168 Cultural Resource Treatment and Disposition Agreements between City of Wildomar and Pechanga and Soboba Band of Luiseno Indians for the Project Touch Transitional Housing Proposal; and a Presentation by Project Touch regarding their services.

**SUBMITTED BY:** Matthew Bassi

**PREPARED BY:** Matthew Bassi

**ACTION:**
1. Authorize the City Manager to execute the Cultural Resource Treatment and Disposition Agreements between City of Wildomar and Pechanga and Soboba Band of Luiseno Indians for the Project Touch Transitional Housing proposal; and

2. Receive a presentation by the Project Touch team regarding their services.

**BACKGROUND:**
This agenda item will serve as an opportunity for Council to approve the AB 168 Cultural Resource Treatment and Disposition Agreements, as well as, receive a presentation from the Project Touch team regarding their future 10-unit (85-bed) transitional housing proposal. Government Code Section 65913.4(b) (known as AB 168) adopted by the State of California added a “government-to-government” tribal consultation process to the Senate Bill (SB) 35 special processing requirements for affordable and transitional housing projects. The approval of these Agreements will allow Project Touch to submit a formal SB 35 application.

The purpose and goal of AB 168 is to formalize procedures for the treatment and disposition of all Tribal Cultural Resources, ceremonial items, items of cultural patrimony, artifacts, and Native American human remains and associated grave goods, in the event that any are found in conjunction with development of an SB 35 affordable and transitional housing projects, including archaeological studies, excavation, geotechnical investigations, grading, trenching, and any ground disturbing activities.

The AB 168 tribal consultation process must be completed before a formal SB 35 application can be submitted by Project Touch. AB 168 requires the tribal consultation process to begin after a developer submits a SB 330 preliminary application for the proposed SB 35 affordable and transitional housing project. If one or more tribes request consultation with the agency and it is determined that there are potential tribal cultural resources that could be impacted by the project, the tribe(s) and agency must engage in "good faith" and "reasonable efforts" to enter into an agreement regarding the methods, measures, and conditions for tribal cultural resource treatment.

**DISCUSSION:**

On January 9, 2024, the Planning Department initiated the AB 168 consultation process with both the Pechanga and Soboba Band of Luiseno Indians. The consultation process began as a result of the submittal of Project Touch's SB 330 Pre-Application (PAR) package for their future 10-unit (85-bed) transitional housing proposal. Between January 9th and this meeting, the city and tribes met to discuss the provisions of the Cultural Resource Treatment and Disposition Agreement.

It is important to note that Project Touch was not involved in these discussions as prescribed by state law. The consultation process with Pechanga and Soboba has now resulted in an official agreement between the City and Tribes (Attach A and B). These agreements are being presented to the City Council for approval. The primary provisions of the agreement, which are substantially the same for both Tribes, are summarized as follows:

- Tribal Monitoring - Project Touch is required to enter into a "Tribal Monitoring Agreement" with Pechanga and Soboba Band of Luiseño Indians (separate agreements). The City also agrees to require Project Touch to submit a copy of the signed agreements prior to approval of their SB 35 transitional housing project. Tribal monitor(s) shall be required on-site during all ground-disturbing activities, including archeological site surveys, grading, stockpiling of materials, engineered fill, rock crushing, utility installation, etc.
- Cultural Resources/Tribal Cultural Resources Disposition - In the event that Native American tribal cultural resources or cultural resources are discovered during the course of initial survey or grading (inadvertent discoveries) activities, procedures have been agreed to for final disposition of any cultural discoveries. Refer to agreements for more details.
- Inadvertent Archeological Finds - If during ground disturbance activities, cultural resources are discovered that were not assessed prior to project approval, special procedures have been agreed to. Cultural resources are defined, as being multiple artifacts in close association with each other, but also include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the Tribe. Refer to agreements for more details.
- Human Remains - If human remains are encountered, State Health and Safety Code

Section 7050.5 states that no further ground disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Refer to agreements for more details.

- Non-Disclosure of Reburial Locations - It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. Refer to agreements for more details.
- Successors and Assigns - The Agreements shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assignees of the Parties, including subsequent landowners and developers of the Project area. Refer to agreements for more details.

The approval of these Agreements will complete the City's obligation under AB 168 to engage in good faith and reasonable efforts to agree on methods, measures, and conditions to avoid or address impacts to tribal cultural resources that the Project Touch proposal may have. The terms of these Agreements are substantially the same as the City's standard tribal cultural resource mitigation measures.

*Conclusion:*
The tribal agreements being presented to City Council are mandatory in accordance with the requirements of AB 168. The agreements have been thoroughly reviewed by both Wildomar's City Attorney and Attorneys for Pechanga and Soboba Tribes to ensure compliance with AB 168 and preservation of any tribal cultural resources.

**FISCAL IMPACT:**
There is no fiscal impact to the City as all costs will be covered by the developer.

**ATTACHMENTS:**
Attach A - Pechanga Tribe CRA [3-14-24].pdf
Attach B - Soboba Tribe CRA [3-14-24].pdf
Attach C - AB 168-Staff PPT Presentation.pdf
Attach D - Applicant-Proj Touch ppt [3-13-24].pptx

# PECHANGA BAND OF INDIANS
# P.O. Box 2183, Temecula, CA 92593

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## CULTURAL RESOURCE TREATMENT AND DISPOSITION AGREEMENT

This **CULTURAL RESOURCE TREATMENT AND DISPOSITION AGREEMENT** ("Agreement") is made and entered into as of **March 13, 2024**, by and between PECHANGA BAND OF INDIANS, a federally recognized Indian tribe ("Pechanga Band" or "Tribe") and the City of Wildomar ("City"). The Pechanga Band and City are sometimes referred to individually as a "Party," and collectively as the "Parties".

### RECITALS

**A. Subject Matter:** This Agreement concerns a project located within the City of Wildomar proposed by the project applicant (Project Touch, Ann Unmacht), commonly referred to as PA 22-0076 Project Touch Transitional Housing Project (hereinafter referred to as the "Project") and as more particularly described in Attachment 1 to this Agreement.

**B. Purpose:** The purpose of this Agreement is to formalize procedures for the treatment and disposition of all Tribal Cultural Resources, ceremonial items, items of cultural patrimony, artifacts and Native American human remains and associated grave goods, in the event that any are found in conjunction with development of the Project, including archaeological studies, excavation, geotechnical investigations, grading and any ground disturbing activities.

This Agreement is entered into after the completion of consultation under Government Code Section 65913.4(b), for the Project**.**

**C. Cultural Affiliation:** The Project is located within the Payómkawichum (Luiseño) Traditional Use Area.

### AGREEMENT

**I. Incorporation of Recitals**. All of the foregoing Recitals are accurate and are incorporated in this Agreement by reference.

**II. Tribal Monitoring.** Prior to ministerial approval, and prior to the issuance of a grading permit, the City or Wildomar will require that the project applicant provide evidence that an agreement has been established with the Pechanga Band, to provide tribal monitoring for all Project-related ground disturbing activities. Such contract for monitoring shall incorporate by reference the entirety of the terms and conditions of this Agreement. The project applicant shall submit a copy of a signed

contract between the Pechanga Band and the project applicant for the monitoring of the Project to the City Planning Department and to the City Engineering Department. The Tribal monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground disturbing activities to allow recovery of cultural resources. Tribal monitor(s) shall be required on-site during all ground disturbing activities, including archeological site surveys, grading, stockpiling of materials, engineered fill, rock crushing, etc.

**III. Cultural Resources Disposition.** In the event that Native American cultural resources are discovered during the course of initial survey or grading (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:
One or more of the following treatments, in order of preference, shall be employed with the Tribe. Evidence of such shall be provided to the City Planning Department:

a. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place where they were found with no development affecting the integrity of the resources.

b. Reburial of the resources on the Project property. The measures for reburial shall include, at least, the following: Measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed, with an exception that sacred items, burial goods and Native American human remains are excluded. Any reburial process shall be culturally appropriate. Listing of contents and location of the reburial shall be included in the confidential Phase IV report. The Phase IV Report shall be filed with the City under a confidential cover and not subject to Public Records Request.

If preservation in place or reburial is not feasible then the resources shall be curated in a culturally appropriate manner at a Riverside County curation facility that meets State Resources Department Office of Historic Preservation Guidelines for the Curation of Archaeological Resources ensuring access and use pursuant to the Guidelines. The collection and associated records shall be transferred, including title, and are to be accompanied by payment of the fees necessary for permanent curation. Evidence of curation in the form of a letter from the curation facility stating that subject archaeological materials have been received and that all fees have been paid, shall be provided by the landowner to the City. There shall be no destructive or invasive testing on sacred items, burial goods and Native American human remains. Results concerning finds of any inadvertent discoveries shall be included in the Phase IV monitoring report.

**IV. Inadvertent Archeological Find.** If during ground disturbing activities, cultural resources are discovered that were not assessed prior to Project approval, the following procedures shall be followed. Cultural resources are defined as being multiple artifacts in close association with each other, but also include fewer

artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the Tribe.

a. All ground disturbing activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the tribal representative(s) and the Planning Director to discuss the significance of the find.

b. At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

c. Grading or further ground disturbing activities shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by additional Tribal monitors if needed.

d. Treatment and avoidance of the newly discovered resources shall be consistent with the Cultural Resources Management Plan and Monitoring Agreements entered into with the Tribe. This may include avoidance of the cultural resources through project design, in-place preservation of cultural resources located in native soils and/or re-burial on the Project property so they are not subject to further disturbance in perpetuity, and such location shall not be disclosed, as is identified in section VI of this Agreement, Non-Disclosure of Reburial Location.

e. If the find is determined to be significant and avoidance of the site has not been achieved, a Phase III data recovery plan shall be prepared by the project archeologist, in consultation with the Tribe, and shall be submitted to the City for their review and approval prior to implementation of the said plan.

f. Pursuant to Calif. Pub. Res. Code § 21083.2(b) avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the landowner and the Tribe cannot agree on the significance or the mitigation for the archaeological or cultural resources, these issues will be presented to the Planning Director for decision. The City's Planning Director shall make the determination, which shall be based on the provisions of the California Environmental Quality Act ("CEQA") with respect to archaeological resources, as well as the recommendations of the project archeologist, and shall consider the cultural and religious principles and practices of the Tribe. Notwithstanding any other rights available under the law, the decision of the City Planning Director shall be appealable to the City Planning Commission and/or City Council."

**V. Human Remains.** If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to State Public Resource Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the State Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.

**VI. Non-Disclosure of Reburials Location**. It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. Pursuant to the specific exemption set forth in California Government Code Section 7927.000, the Coroner, Parties, and Lead Agencies, will be asked to withhold public disclosure information related to such reburial.

**VII. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assignees of the Parties, including subsequent landowners, developers of the Project area, and any person or entity obligated to comply with the City's conditions of approval/mitigation measures, of other environmental and cultural or archaeological resource protection laws applicable to the Project.

**VIII. Environmental Compliance**. Nothing in this Agreement shall excuse the Lead Agencies or the Developer of the Project from its obligation under any applicable state or federal environmental statute, including, but not limited to California Government Code § 65913.4; CEQA and applicable regulations of the CEQA Guidelines; California Public Resources Code § 5097.98, § 5097.99, and § 5097.991; California Health and Safety Code § 7050.5 (c); California Government Code § 6254. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

**IX. Indemnity.** The Pechanga Band in no way indemnifies or guarantees the City in any of its legal obligations.

**X. Severability.** Should any court or agency of competent jurisdiction find any part of this Agreement to be to any extent invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law and shall not be affected thereby.

**XI. Controversies and Claims Subject to Mediation.** Any controversy or claim or other matter in question arising out of or related to the Agreement, or the breach thereof, shall be resolved by mediation. Any demand for mediation shall be made within a reasonable time after the controversy or claim or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such controversy or claim or other matter in question would be barred by the applicable statute of limitations. The Parties shall continue to perform under this Agreement pending the outcome of the mediation. Any controversy or claim or other matter in question not resolved by mediation shall be decided by litigation in a court of competent jurisdiction located in the first instance in the United States District Court for the Central District of California, and if and only if such federal court does not accept jurisdiction, then in any court of competent jurisdiction in the County of Riverside, State of California. Notwithstanding the foregoing, the Pechanga Band does not waive any defenses or rights by entering into this Agreement, including, but not limited to, the defense of sovereign immunity. In the event any mediation, litigation, or other dispute resolution mechanism is commenced by a Party to the Agreement, each Party shall bear its own costs, including attorneys' fees.

**XII. Limitation on Scope.** This Agreement is unique to the Project only and does not set a precedent for other projects.

**XIII. Counterparts.** This Agreement may be signed in two or more counterparts and shall be effective when all the Parties and signatories have affixed their signatures to two or more of the counterparts and the counterparts have been delivered to all Parties, at which time the counterparts together will be deemed one original document.

**IN WITNESS WHEREOF** this Agreement has been executed by the authorized representatives of the parties hereto.

**Date: March 13, 2024**

**PECHANGA BAND OF INDIANS**

_____

By: Mark Macarro, Tribal Chairman
Pechanga Band of Indians

**CITY:**

**CITY OF WILDOMAR**

By: _____
Daniel A. York
City Manager

**ATTEST:**

By: _____
Janet Morales, CMC
City Clerk

**APPROVED AS TO FORM:**

By: _____
Thomas D. Jex
City Attorney

# SOBOBA BAND OF LUISEÑO INDIANS
# P.O. BOX 487, SAN JACINTO, CA 92581

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## CULTURAL RESOURCE TREATMENT AND DISPOSITION AGREEMENT

This **CULTURAL RESOURCE TREATMENT AND DISPOSITION AGREEMENT** ("Agreement") is made and entered into as of **March 13, 2024**, by and between SOBOBA BAND OF LUISEÑO INDIANS, a federally recognized Indian tribe ("Soboba Band" or "Tribe") and the City of Wildomar ("City") (Soboba Band and Agency are sometimes referred to individually as a "Party," and collectively as the "Parties").

### RECITALS

**A. Subject Matter:** This Agreement concerns a project located within the City of Wildomar proposed by the project applicant (Project Touch, Ann Unmacht), commonly referred to as PA 22-0076 Project Touch Transitional Housing Project (hereinafter referred to as the "project") and as more particularly described in Attachment 1 to this Agreement.

**B. Purpose:** The purpose of this Agreement is to formalize procedures for the treatment and disposition of all Tribal Cultural Resources, ceremonial items, items of cultural patrimony, artifacts and Native American human remains and associated grave goods, in the event that any are found in conjunction with development of the PA 22-0076 Project Touch Transitional Housing Project, including archaeological studies, excavation, geotechnical investigations, grading and any ground disturbing activities.

This Agreement is entered into after the completion of consultation under Government Code Section 65913.4(b), for PA 22-0076 Project Touch Transitional Housing Project.

**C. Cultural Affiliation:** As mentioned previously, this project is located within the Luiseño Traditional Use Area;

### AGREEMENT

**I. Incorporation of Recitals**. All of the foregoing Recitals are accurate and are incorporated in this Agreement by reference.

**II. Tribal Monitoring.** Prior to ministerial approval, and prior to the issuance of a grading permit, the City or Wildomar will require that the project applicant provide

evidence that an agreement has been established with the Soboba Band of Luiseno Indians, to provide tribal monitoring for all Project related ground disturbing activities. Such contract for monitoring shall incorporate by reference the entirety of the terms and conditions of this Agreement. The project applicant shall submit a copy of a signed contract between the Soboba Band and the project applicant for the monitoring of the project to the Planning Department and to the Engineering Department. The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground- disturbance activities to allow recovery of cultural resources. Tribal monitor(s) shall be required on-site during all ground-disturbing activities, including archeological site surveys, grading, stockpiling of materials, engineered fill, rock crushing, etc.

**III. Cultural Resources Disposition.** In the event that Native American cultural resources are discovered during the course of initial survey or grading (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:

One or more of the following treatments, in order of preference, shall be employed with the Tribe. Evidence of such shall be provided to the City of Wildomar Planning Department:

a. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place where they were found with no development affecting the integrity of the resources.

b. Reburial of the resources on the Project property. The measures for reburial shall include, at least, the following: Measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed, with an exception that sacred items, burial goods and Native American human remains are excluded. Any reburial process shall be culturally appropriate. Listing of contents and location of the reburial shall be included in the confidential Phase IV report. The Phase IV Report shall be filed with the City under a confidential cover and not subject to Public Records Request.

**IV.** If preservation in place or reburial is not feasible then the resources shall be curated in a culturally appropriate manner at a Riverside County curation facility that meets State Resources Department Office of Historic Preservation Guidelines for the Curation of Archaeological Resources ensuring access and use pursuant to the Guidelines. The collection and associated records shall be transferred, including title, and are to be accompanied by payment of the fees necessary for permanent curation. Evidence of curation in the form of a letter from the curation facility stating that subject archaeological materials have been received and that all fees have been paid, shall be provided by the landowner to the City. There shall be no destructive or invasive testing on sacred items, burial goods and Native American human remains. Results concerning finds of any inadvertent discoveries shall be included in the Phase IV monitoring report.

**V. <u>Inadvertent Archeological Find.</u>** If during ground disturbance activities, cultural resources are discovered that were not assessed prior to project approval, the following procedures shall be followed. Cultural resources are defined, as being multiple artifacts in close association with each other, but also include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance as determined in consultation with the Tribe.

a. All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the tribal representative(s) and the Planning Director to discuss the significance of the find.

b. At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the Planning Director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources.

c. Grading of further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by additional Tribal monitors if needed.

d. Treatment and avoidance of the newly discovered resources shall be consistent with the Cultural Resources Management Plan and Monitoring Agreements entered into with the Tribe. This may include avoidance of the cultural resources through project design, in-place preservation of cultural resources located in native soils and/or re-burial on the Project property so they are not subject to further disturbance in perpetuity as identified in Non-Disclosure of Reburial Condition.

e. If the find is determined to be significant and avoidance of the site has not been achieved, a Phase III data recovery plan shall be prepared by the project archeologist, in consultation with the Tribe, and shall be submitted to the City for their review and approval prior to implementation of the said plan.

f. Pursuant to Calif. Pub. Res. Code § 21083.2(b) avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the landowner and the Tribe cannot agree on the significance or the mitigation for the archaeological or cultural resources, these issues will be presented to the Planning Director for decision. The City's Planning Director shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources, recommendations of the project archeologist and shall consider the cultural and religious principles and practices of the Tribe. Notwithstanding any other rights available under the law, the decision of the City Planning Director shall be appealable to the City Planning Commission and/or City Council."

**VI. Human Remains.** If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law (24 hours). Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.

**VII. Non-Disclosure of Reburials Location**. It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or associated grave goods shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, pursuant to the specific exemption set forth in California Government Code 6254 (r)., parties, and Lead Agencies, will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code 6254 (r).

**VIII. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assignees of the Parties, including subsequent landowners and developers of the Project area and any person or entity obligated to comply with the City's conditions of approval/mitigation measures, of other environmental and cultural or archaeological resource protection laws applicable to the Project.

**IX. Environmental Compliance**. Nothing in this Agreement shall excuse the Lead Agencies or the Developer of the Project from its obligation under any applicable state or federal environmental statute, including, but not limited to California Government Code § 65913.4; CEQA and applicable regulations of the CEQA Guidelines; California Public Resources Code § 5097.98, § 5097.99, and § 5097.991; California Health and Safety Code § 7050.5 (c); California Government Code § 6254. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

**X. Indemnity.** The Soboba Band in no way indemnifies or guarantees the City in any of its legal obligations.

**XI. Severability.** Should any court or agency of competent jurisdiction find any part of this Agreement to be to any extent invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law and shall not be affected thereby.

**XII. Controversies and Claims Subject to Mediation.** Any controversy or claim or other matter in question arising out of or related to the Agreement, or the breach thereof, shall be resolved by mediation. Any demand for mediation shall be made within a reasonable time after the controversy or claim or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such controversy or claim or other matter in question would be barred by the applicable statute of limitations. The Parties shall continue to perform under this Agreement pending the outcome of the mediation. Any controversy or claim or other matter in question not resolved by mediation shall be decided by litigation in a court of competent jurisdiction located in the first instance in the United States District Court for the Central District of California, and if and only if such federal court does not accept jurisdiction, then in any court of competent jurisdiction in the County of Riverside, State of California. Notwithstanding the foregoing, the Soboba Band does not waive any defenses or rights by entering into this Agreement, including, but not limited to, the defense of sovereign immunity. In the event any mediation, litigation, or other dispute resolution mechanism is commenced by a Party to the Agreement, each Party shall bear its own costs, including attorneys' fees.

**XIII. Limitation on Scope.** This Agreement is unique to the Project only and does not set a precedent for other projects.

**XIV. Counterparts.** This Agreement may be signed in two or more counterparts and shall be effective when all the Parties and signatories have affixed their signatures to two or more of the counterparts and the counterparts have been delivered to all Parties, at which time the counterparts together will be deemed one original document.

**IN WITNESS WHEREOF** this Agreement has been executed by the authorized representatives of the parties hereto.

**Date: March 13, 2024**

**SOBOBA BAND OF LUISEÑO INDIANS**

_____

By: Isaiah Vivanco, Tribal Chairman
Soboba Band of Luiseño Indians

**CITY:**

**CITY OF WILDOMAR**

By: _____
Daniel A. York
City Manager

**ATTEST:**

By: _____
Janet Morales, CMC
City Clerk

**APPROVED AS TO FORM:**

By: _____
Thomas D. Jex
City Attorney

# AB 168 TRIBAL AGREEMENT FOR PROJECT TOUCH (PAR 22-0076)

## City Council Meeting

## March 13, 2024

# AB 168 Background Information:

- **The Applicant submitted an SB 330 Pre-Application Review (PAR) to the City on December 18, 2023, for the Project Touch Transitional Housing proposal.**
- **This submittal triggered the AB 168 "Government-to-Government" consultation process with our 2 local tribes (Pechanga and Soboba Band of Luiseno Indians).**
- **The purpose of the AB 168 Tribal Consultation process is to formalize procedures for the treatment and disposition of Tribal Cultural Resources.**
- **AB 168 only applies to residential projects that will be proposed as an affordable housing project under SB 35, which Project Touch intends to do soon.**

# AB 168 Background Information:

- The Planning Department reached out to Pechanga and Soboba by sending a consultation request letter to each on January 9, 2024.
- Between January 9 and March 13, 2024, the City and Tribes met virtually to discuss procedures for the treatment and disposition of Tribal Cultural Resources as a result of the Project Touch proposal.
- The result of the consultation process was the preparation of a "Cultural Resource Treatment and Disposition Agreement" between the City and Tribes.
- This agreement is virtually the same as the previous AB 168 agreements approved by the Council for the Tres Lagos and Wildomar Cottages affordable housing proposals.

# Summary of Tribal Agreements:

- **Some of the main elements of the agreement are summarized as follows:**
  - **Tribal Monitoring – Project Touch is required to enter into a separate "Tribal Monitoring Agreement" with Pechanga and Soboba. The City is not a party to this agreement but will require the signed copies before the submittal of their SB 35 application package.**
  - **Cultural Resources/Tribal Cultural Resources Disposition – Procedures have been established if Native American tribal cultural resources or cultural resources are discovered during the initial survey or grading activities (i.e., inadvertent discoveries).**
  - **Inadvertent Archeological Finds – Special procedures have been established if during ground disturbance activities (i.e., grading) cultural resources are discovered.**
- **The agreements have been reviewed by both our City Attorney and the Tribes Attorney to ensure compliance with AB 168.**
- **Staff is recommending Council authorize the City Manager to execute the Agreements.**
- **A copy of the preliminary site development plans has been provided in the CC agenda packet (Attachment C).**
- **The Project Touch Team will be in attendance to make a presentation on their proposal.**

Project
Together
Our
Unity
Conquers
Homelessness

Project T.O.U.C.H.
Thank you
Together Our Unity Conquers Homelessness
COURAGE | STRENGTH
& FAITH
TO PERSEVERE
PROJECTTOUCHONLINE.COM

# Project TOUCH

Project TOUCH is a DBA
**Gods Fan Club, a Non-Profit 501(c)3**
Founded **21 years ago** by Anne Unmacht

- Since 2003, Project TOUCH has provided emergency and transitional housing for **tens of thousands** of people in crisis facing homelessness

- Currently providing emergency and transitional housing for approx**. 220- 250 people daily**:

  **138 adults (varies)**
  **122 children (varies)**

- Housing and services currently provided for Riverside County and in the Cities of:

  **Wildomar**
  **Murrieta (Contracted)**
  **Temecula (Grants)**
  **Menifee**
  **Lake Elsinore**

# Project TOUCH

## Demographic of clients served by Project TOUCH

- Single mothers with children
- Victims of domestic violence
- Seniors (fixed income)
- Single fathers with children
- People dealing with mental health issues
- Single adult women
- Victims of human trafficking
- Veterans
- Disabled
- Families
- Emancipated foster youth
- Grandparents with children
- Single adult men

People of all faiths, ethnicities, beliefs and backgrounds

# Project TOUCH

## Client Referrals into Project TOUCH

Clients referred into the program **24 hours/7 days a week** by:

- Riverside County Sheriff
- City Police Departments
- Local Hospitals
- School Districts
- Concerned people wanting to make a difference
- Local businesses
- Local Churches
- Public and Private agencies
- City Council members
- Social Service Agencies
- Department of Public Social Services (DPSS)
  - Adult Protective Services
  - Child Protective Services
    - **Reunification of children with parents**

# Project TOUCH

## Program Intake

- 21-28 days in emergency housing
  - Client assessment and screening for program admittance
- After 21-28 days, client proceeds to transitional housing
- Transitional housing 1–2 years (case by case)
- Dedicated case management staff

## Requirements of Clients within the Program:

- Transitional housing fees (varies upon placement location)
- Community service requirement:
  - 4.5 – 9 hours a month of community service
  - Provides clients an opportunity to give back
  - Creates a sense of purpose
- Savings deposit program
  - Assists clients in savings for transition to permanent housing

# Project TOUCH

## Resources and Referral Services Provided to Clients

**Essential life supplies and needs**

- Food
- Hygiene products
- Clothing
- Diapers and Formula
- Fully furnished living units
- Transportation assistance
- Prescription assistance
- Family reunification assistance

- Financial literacy classes
- Parenting classes
- Employment placement services
- Referrals for mental health services
- Referrals for Drug and Alcohol rehabilitation services
- Domestic violence counselling
- Countywide resource book for all available resources
- Individualized case management

# Project TOUCH

## Project TOUCH Model

21 years of proven success serving people facing homelessness

## Fiscally self sustaining model

- Transitional housing fees
- Procurement of Grant Funds
- Annual fundraising events
- Thrift Store revenue
- Financial donations
- Community volunteerism and support
- In kind donations

Reduction in operating costs through:

- Servient Leadership Structure
- Volunteer staff
  - Intake/screening
  - Case management
  - Onsite supervision
  - Day to day operations
  - Property repairs

# Project TOUCH

## Good Neighbor Rules

- Strict program rules to ensure **respectful, quiet, peaceful, productive environment for neighbors and clients**
  - Curfew
  - Zero tolerance for drugs and alcohol
  - No outside unauthorized guests
- Frequent property inspections by Project TOUCH staff
- Collaboration and transparency with neighbors
- Open and proactive communication with neighbors as needed
- Case managers assigned to every unit

# Project TOUCH

**2023 Murrieta Wildomar Chamber of Commerce "Non-Profit of the Year"**

## Donors/Grantors to Project TOUCH

(partial list)

- US Bank
- Wells Fargo Bank
- Pacific Premier Bank
- Banner Bank
- Costco
- In-N-Out
- Chick Fil A
- Home Depot
- Lowes
- Sam's Club
- Ranpac/Ranpac Self Storage
- Best buy
- Local Churches
  - Cornerstone Church
- City of Murrieta
- City of Temecula
- County or Riverside
- Rotary
- Pechanga
- Southwest Healthcare
- Make a Difference Foundation
- Local car dealerships (BMW, Toyota, Chevrolet, Hyundai)
- Riverside Community Foundation'
- Temecula Promenade Mall
- Local Restaurants
- Corman Leigh Communities
- United Way
- The Weingart Foundation
- Make a Difference Foundation
- HomeAide Inland Empire
- Walmart
- FFF enterprises
- Milguard Windows
- Quiet Cool
- Albertson's
- Stater Bros.
- Riverside County Sheriff Chad Bianco
- Temecula Wineries
- Local Businesses

Project TOUCH Thanks You
for All of Your Continued Support

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**GENERAL BUSINESS**
**Agenda Staff Report # 3.2**
**Meeting Date: March 13, 2024**

| | |
|---|---|
| **SUBJECT:** | California Constitutional Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act |
| **SUBMITTED BY:** | Daniel A York |
| **PREPARED BY:** | Daniel A York |

**ACTION:**
Discuss and provide direction to bring back a Resolution opposing the Taxpayer Protection and Government Accountability Act

**SUMMARY:**
The Taxpayer Protection and Government Accountability Act would revise the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts.

The proposed constitutional initiative is sponsored by the California Business Roundtable.

**BACKGROUND:**
On Jan. 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or AG# 21-0042A1.

On Feb. 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

The League of California Cities has requested local agencies adopt a Resolution opposing the

Taxpayer Protection and Government Accountability Act.

**DISCUSSION:**
Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

**Fees and Taxes**
Local governments levy a variety of fees and other charges to provide core public services. Major examples of affected fees and charges are:

- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
- Commercial franchise fees.
- Emergency response fees, such as in connection with DUI.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, and public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council-adopted increases to simply accommodate inflation, Cal Cities estimates the amount of local government fee and charge revenue at risk is approximately $2 billion per year including those adopted since Jan. 1, 2022. Over ten years, $20 billion of local government fee and charge revenues will be at heightened legal peril.

Hundreds of local tax measures were approved in 2022 that likely do not comply with the provisions of the initiative. Nearly $2 billion of annual revenues from these voter-approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures, unless the tax is re-submitted for voter approval.

Reductions on local government tax revenues have impacts on core services and infrastructure including fire and emergency response, law enforcement, streets and roads, drinking water, sewer sanitation, parks, libraries, affordable housing, homelessness prevention, and mental health services.

**Fines and Penalties**
Under existing law, cities are required to provide due process before imposing a penalty or fine for violation of its municipal code:
1. A local agency must adopt administrative procedures that govern imposing fines and penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].
2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [Merco Construction Engineers v. Los Angeles Unified School District (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV].
The initiative converts administratively-imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed. This provision may put at risk authority to impose fines and penalties for violations of state and local law.

**FISCAL IMPACT:**
There is no Fiscal Impact discussing the proposed initiative. The League of California Cities estimates that the Taxpayer Protection and Government Accountability Act will take billions of dollars away from local government services statewide.

**ATTACHMENTS:**
21-0042A1 (Taxes).pdf

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SACRAMENTO, CALIFORNIA 95814

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www.bmhlaw.com

21-0042 Amdt. # 1

January 4, 2022

RECEIVED
JAN 04 2022
INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 – Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,

Thomas W. Hiltachk

# The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than $234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3*(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.*

*(b)(1)* ~~(a)~~ Any change in state ~~statute~~ *law* which results in any taxpayer paying a *new or* higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, *and submitted to the electorate and approved by a majority vote,* except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. *Each Act shall include:*

*(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.*

*(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.*

*(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:*

*(A) The type and amount or rate of the tax;*

*(B) The duration of the tax; and*

*(C) The use of the revenue derived from the tax.*

*(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.*

*(d)* ~~(b)~~ As used in this section *and in Section 9 of Article II*, "tax" means *every* ~~any~~ levy, charge, or exaction of any kind imposed by ~~the State~~ *state law that is not an exempt charge.* ~~except the following:~~

*(e) As used in this section, "exempt charge" means only the following:*

~~(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

*(1)* ~~(2)~~ A *reasonable* charge ~~imposed~~ for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the ~~reasonable~~ *actual* costs to the State of providing the service or product to the payor.

*(2)* ~~(3)~~ A charge ~~imposed~~ for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

*(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.*

(4) A *reasonable* charge ~~imposed~~ for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine~~,~~ *or* penalty, ~~or other monetary charge~~ *including any applicable interest for nonpayment thereof,* imposed by the judicial branch of government or ~~the State, as a result of~~ *a state administrative enforcement agency pursuant to adjudicatory due process, to punish* a violation of law.

*(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to* Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

*(f)* ~~(c)~~ Any tax or exempt charge adopted after January 1, *2022* ~~2010~~, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted ~~by the Legislature and signed into law by the Governor~~ in compliance with the requirements of this section.

*(g)(1)* ~~(d)~~ The State bears the burden of proving by ~~a preponderance of the~~ *clear and convincing* evidence that a levy, charge, or other exaction is *an exempt charge and* not a tax. *The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.* ~~, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

~~that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity~~

*(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.*

*(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.*

*(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.*

*(h) As used in this section:*

*(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.*

*(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.*

*(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.*

*(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.*

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

*(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.*

*(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.*

*(c)* ~~(a)~~ "General tax" means any tax imposed for general governmental purposes.

*(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.*

*(e)* ~~(b)~~ "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity*, or an elector pursuant to Article II or the initiative power provided by a charter or statute*.

*(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.*

*(g)* ~~(c)~~ "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

*(h)* ~~(d)~~ "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

*(i)* ~~(e)~~ As used in this article, *and in Section 9 of Article II*, "tax" means *every* ~~any~~ levy, charge, or exaction of any kind, imposed by a local ~~government~~ *law that is not an exempt charge.*~~, except the following:~~

*(j) As used in this section, "exempt charge" means only the following:*

~~(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.~~

*(1)* ~~(2)~~ A *reasonable* charge ~~imposed~~ for a specific *local* government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the ~~reasonable~~ *actual* costs to the local government of providing the service or product.

*(2)* ~~(3)~~ A charge ~~imposed~~ for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

*(3)* ~~(4)~~ A *reasonable* charge ~~imposed~~ for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

*(4)* ~~(5)~~ A fine~~,~~ *or* penalty, ~~or other monetary charge~~ *including any applicable interest for nonpayment thereof,* imposed by the judicial branch of government or a local government *administrative enforcement agency pursuant to adjudicatory due process*, ~~as a result of~~ *to punish* a violation of law.

*(5)* ~~(6)~~ A charge imposed as a condition of property development. *No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.*

*(6)* ~~(7)~~ *An* ~~Assessments and property related fees~~ *assessment, fee, or charge* ~~imposed in accordance with the provisions of~~ *subject to* Article XIII D*, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.*

*(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.*

~~The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.~~

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) *Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge.* All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local *law* ~~government~~, *whether proposed by the governing body or by an elector,* may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b). (d)~~ No local *law* ~~government~~, *whether proposed by the governing body or by an elector,* may impose~~, extend, or increase~~ any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

*(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:*

*(1) The type and amount or rate of the tax;*

*(2) the duration of the tax; and*

*(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.*

*(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge*

*as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.*

*(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.*

*(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.*

*(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.*

*(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.*

*(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.*

*(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.*

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge*, or surcharge, including a surcharge based on the value of property,* shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ *described in Section 1(a) of* Article XIII and *Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of* Article XIII A.

(2) Any special *non-ad valorem* tax receiving a two-thirds vote *of qualified electors* pursuant to Section 4 of Article XIII A*, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021*.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

*(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.*

Sec. 14. All property taxed by *state or* local government shall be assessed in the county, city, and district in which it is situated. *Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.*

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**FUTURE AGENDA ITEMS**
**Meeting Date: March 13, 2024**

**SUBJECT:** Future Agenda Items

**SUBMITTED BY:** Janet Morales

**ACTION:**

**Title- Councilmember-Anticipated Date**

1. Catalytic Converter Ordinance - DePhillippo - TBD

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.1**
**Meeting Date: March 13, 2024**

**SUBJECT:** December 13, 2023 - City Council/ Cemetery Regular Minutes

**SUBMITTED BY:** Janet Morales

**ACTION:**
Approve the minutes as presented.

**ATTACHMENTS:**
1. Minutes

**MINUTES**
**CITY OF WILDOMAR**
**CITY COUNCIL/CEMETERY DISTRICT**
**WEDNESDAY, DECEMBER 13, 2023**
**COUNCIL CHAMBERS**
**23873 CLINTON KEITH ROAD SUITE 106**
**WILDOMAR, CA, 92595**

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

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

The Regular Closed Session was called to order by Mayor Morabito at 5:30 p.m.

## ROLL CALL

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

**Members absent:** Dustin Nigg

## PUBLIC COMMENTS

There were no public comments.

## CLOSED SESSION

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

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

## RECONVENE INTO OPEN SESSION

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 voted unanimously, 4-0, to defend the litigation matter that is listed on the agenda.

## 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 6:02 p.m.

## ROLL CALL

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



**Members absent:** Dustin Nigg

Staff in attendance: City Manager York, City Attorney Jex, Deputy City Clerk Jemane, 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 Jason Escalera.

**PRESENTATIONS**

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

**DEPARTMENT REPORTS**

**General Plan Update Progress Report #18**

Community Development Director Bassi presented the report.

**PUBLIC COMMENTS**

The following individuals provided public comment on items not on the agenda:
1. Andy Morris, Wildomar Rotary
2. Gayl Taylor, Resident
3. Rosalba Valdovinos, Resident
4. Sandy Renfrow, Resident

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

**1) CONSENT CALENDAR**

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

Motion Approved: 4 - 0

Voting For: Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Carlos Marquez
Voting Against: None

Abstain: None
Absent: Dustin Nigg

1.1) Reading of Ordinances

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

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

Approved the minutes as presented.

1.3) Warrant Register November 2023

Approved the following:

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

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

1.4) October 2023 City Treasurers Report

Approved the Treasurer's Report for October 2023

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

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

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

Adopted a Resolution entitled:

**RESOLUTION NO. 2023 - 74**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING THE CITY OF WILDOMAR LOCAL HAZARD MITIGATION PLAN ANNEX FROM THE RIVERSIDE COUNTY OPERATIONAL AREA MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

1.7) Popeyes Restaurant - Parkway Maintenance Agreement with DMSD Cajun Properties, LLC

Authorized the City Manager to execute the Parkway Maintenance Agreement with DMSD Cajun Properties, LLC.

1.8) Resolution Designating the Time, Date and Location of Regular City Council Meetings.

Adopted a Resolution entitled:

**RESOLUTION NO. 2023 - 75**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2021-38, DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS



**2) PUBLIC HEARINGS**

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

Public Works Director Farag presented the report.

There being no public comment, the Mayor closed the Public Hearing.

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

**RESOLUTION NO. 2023 - 76**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

Motion Approved: 4 - 0

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

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

**RESOLUTION NO. 2023 - 77**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 9)

Motion Approved: 4 - 0

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

## 3) GENERAL BUSINESS

3.1) 20-Acre Park (CIP 099) Conceptual Plan, First Contract Amendment, and CEQA Agreement

Public Works Director Farag and a consultant from Architerra presented the staff report.

Anna Olexa, resident, presented public comment in opposition of the item.
Janice Hare, resident, provided public comment in favor of the item.
Andy Morris, EVMWD, provided public comment.
John Coffin, resident, provided public comment in opposition of the item.

Moved by Bridgette Moore; seconded by Carlos Marquez to
1. Approve a supplemental appropriation in the amount of $280,000, which includes $25,000 to prepare additional documents to meet federal requirements
2. Authorize the City Manager to execute the First Contract Amendment with Architerra Design Group for a cost not to exceed $107,925
3. Authorize the City Manager to execute a task order with Placeworks, Inc., for the preparation of CEQA Documents for a cost not to exceed $145,129, which includes $25,000 to prepare a Federal Environmental Document.

Motion Approved: 4 - 0

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

3.2) City of Wildomar New Parks Improvement Options

Administrative Services Director Schrader presented the report.

Andy Morris, resident, provided public comment.
Jason Escalera, resident, provided public comment.

It was the consensus of the Council to direct staff to provide the Council with a detailed workshop on bond financing before making further decisions.

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

Code Enforcement Supervisor Parker presented the staff report.

Rosalba Valdovinos, resident, provided public comment in favor of the item.

It was the consensus of the City Council to proceed with an Abandoned Vehicle Abatement (AVA) and Parking Enforcement Program.

3.4) Appointment of Mayor and Mayor Pro Tempore for 2024

Moved by Joseph Morabito; seconded by Ashlee DePhillippo to Appoint Bridgette Moore as the Mayor for 2024.

Motion Approved: 4 - 0

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

Moved by Bridgette Moore; seconded by Joseph Morabito to Appoint Ashlee DePhillippo as the Mayor Pro Tempore for 2024.

Motion Approved: 4 - 0

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

3.5) Committees, Commissions, and Board Appointments for 2024

Moved by Bridgette Moore; seconded by Carlos Marquez to Removed Western Community Energy and make no other changes.

Motion Approved: 4 - 0

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

**CITY MANAGER REPORT**

City Manager York presented the report.

**FUTURE AGENDA ITEMS**

There were no future agenda items added.

**ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Morabito adjourned the City Council Meeting at 9:07 p.m.

**CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

**ROLL CALL**

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

**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 the Agenda as presented.

Motion Approved: 4 - 0

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

**4) CEMETERY CONSENT CALENDAR**

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

Approved the minutes as presented.

4.2) Warrant Register Cemetery November 2023

Approved the following:

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

4.3) October 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for October 2023.

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

Motion Approved: 4 - 0

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

**5) CEMETERY PUBLIC HEARINGS**

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

Public Works Director Farag presented the staff report.

There being no public comments, Mayor closed the Public Hearing.

Moved by Bridgette Moore; seconded by Ashlee DePhillippo to Adopt the following Resolution:

**RESOLUTION NO. WCD2023 -05**
A RESOLUTION OF THE BOAD OF TRUSTEES OF THE WILDOMAR CEMETERY

DISTRICT ORDERING THE DEDICATION OF RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES

Motion Approved: 4 - 0

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

**6) CEMETERY GENERAL BUSINESS**

None scheduled.

**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 9:11 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 4.2**
**Meeting Date: March 13, 2024**

**SUBJECT:** February 2024 Cemetery Warrant Register

**SUBMITTED BY:** Nicholas Neidiffer

**PREPARED BY:** Nicholas Neidiffer

**ACTION:**
Approve the following:
For Fiscal Year 2023/2024
1. Warrant Register dated 02-01-2023 in the amount of $1,604.93.
2. Warrant Register dated 02-15-2023 in the amount of $1,669.70.
3. Warrant Register dated 02-29-2023 in the amount of $5,394.07.

**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:**
4.2 Warrant Reg CEM Feb 2024 Voucher Listings.pdf

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217784 | 2/1/2024 | 000367 CINTAS CORPORATION | 4181116498 | | STAFF UNIFORM & TOWEL MAINTENANCE | 139.74 |
| | | | | | **Total :** | **139.74** |
| 217785 | 2/1/2024 | 000367 CINTAS CORPORATION | 5192536264 | | SD EYEWASH SERVICE AGREEMENT | 139.45 |
| | | | | | **Total :** | **139.45** |
| 217786 | 2/1/2024 | 000186 RIGHTWAY | 370548 | | (2) CEMETERY RESTROOM MAINTENANCE/SERVIC | 452.18 |
| | | | | | **Total :** | **452.18** |
| 217787 | 2/1/2024 | 000790 SPARKLETTS | 18075184-012724 | | CEMETERY DRINKING WATER THROUGH 01/27/24 | 57.95 |
| | | | | | **Total :** | **57.95** |
| 217788 | 2/1/2024 | 000094 STAUFFERS LAWN EQUIPMENT | 348875 | | CEMETERY EQUIPMENT | 815.61 |
| | | | | | **Total :** | **815.61** |

**5 Vouchers for bank code :** wf **Bank total :** **1,604.93**

**5 Vouchers in this report** **Total vouchers :** **1,604.93**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217850 | 2/15/2024 | 000367 CINTAS CORPORATION | 9258141224 | | SD EYEWASH SERVICE AGREEMENT | 141.38 |
| | | | | | **Total :** | **141.38** |
| 217851 | 2/15/2024 | 000367 CINTAS CORPORATION | 4181759198 | | STAFF UNIFORM & TOWEL MAINTENANCE | 139.74 |
| | | | | | **Total :** | **139.74** |
| 217852 | 2/15/2024 | 000367 CINTAS CORPORATION | 4182471742 | | STAFF UNIFORM & TOWEL MAINTENANCE | 139.74 |
| | | | | | **Total :** | **139.74** |
| 217853 | 2/15/2024 | 001338 DEANZA TERMITE & PEST CONTROL, INC | 642220B | | PEST CONTROL CEMETERY (02/09/24) | 55.00 |
| | | | | | **Total :** | **55.00** |
| 217854 | 2/15/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 12788380 | | 12/17/23-01/17/24 CEMETERY WATER SERVICE | 296.81 |
| | | | | | **Total :** | **296.81** |
| 217855 | 2/15/2024 | 002082 MAIN SAIL PEST CONTROL | 56663 | | PEST CONTROL SERVICES | 75.00 |
| | | | | | **Total :** | **75.00** |
| 217856 | 2/15/2024 | 000186 RIGHTWAY | 372606 | | (1) SEPTIC 21400 PALOMAR STREET | 310.00 |
| | | | | | **Total :** | **310.00** |
| 217857 | 2/15/2024 | 001101 SIGNS BY TOMORROW | 31920 | | CORRUGATED PLASTIC SIGNS | 394.71 |
| | | | | | **Total :** | **394.71** |
| 217858 | 2/15/2024 | 001720 STERICYCLE, INC | 8006010803B | | CONTRACTUAL SHREDDING SVC | 117.32 |
| | | | | | **Total :** | **117.32** |

**9 Vouchers for bank code :** wf **Bank total :** **1,669.70**

**9 Vouchers in this report** **Total vouchers :** **1,669.70**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 217912 | 2/29/2024 | 001596 ASCO PACIFIC | 72020 | 0000508 | CEMETERY DEPT SUPPLIES | 2,427.52 |
| | | | | | **Total :** | **2,427.52** |
| 217913 | 2/29/2024 | 000367 CINTAS CORPORATION | 4184010808 | | STAFF UNIFORM & TOWEL MAINTENANCE | 141.74 |
| | | | | | **Total :** | **141.74** |
| 217914 | 2/29/2024 | 000367 CINTAS CORPORATION | 4183242621 | | STAFF UNIFORM & TOWEL MAINTENANCE | 139.74 |
| | | | | | **Total :** | **139.74** |
| 217915 | 2/29/2024 | 000342 FENCE MASTERS | 4202611 | | REPAIR CHAIN LINK | 490.00 |
| | | | | | **Total :** | **490.00** |
| 217916 | 2/29/2024 | 000186 RIGHTWAY | 373726 | | (2) CEMETERY RESTROOM MAINTENANCE/SERVIC | 452.18 |
| | | | | | **Total :** | **452.18** |
| 217917 | 2/29/2024 | 000790 SPARKLETTS | 18075184-022424 | | CEMETERY DRINKING WATER THROUGH 02/24/24 | 6.49 |
| | | | | | **Total :** | **6.49** |
| 217918 | 2/29/2024 | 000094 STAUFFERS LAWN EQUIPMENT | 351827 | | FACILITY MATERIAL | 130.49 |
| | | | | | **Total :** | **130.49** |
| 217919 | 2/29/2024 | 000103 ULINE | 174644490 | | CEMETERY SUPPLIES | 1,201.78 |
| | | | 22124 | | CEMETERY SUPPLIES (FOLDING CHAIR DOLLY) | 404.13 |
| | | | | | **Total :** | **1,605.91** |

**8 Vouchers for bank code :** wf **Bank total :** **5,394.07**

**8 Vouchers in this report** **Total vouchers :** **5,394.07**

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 4.3**
**Meeting Date: March 13, 2024**

**SUBJECT:** January 2024 Cemetery Treasurer's Report

**SUBMITTED BY:** Adam Jantz

**PREPARED BY:** Adam Jantz

**ACTION:**
Approve the Treasurer's Report for January 2024

**SUMMARY:**
January 2024 Cemetery Treasurer's Report

**DISCUSSION:**
Attached is the Treasurer's Report for Cash and Investments for the month of January 2024.

**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:**
January 2024 Cemetery Treasurer's Report

# WILDOMAR CEMETERY DISTRICT
# TREASURER'S REPORT FOR
# CASH AND INVESTMENT PORTFOLIO
# January 2024

## DISTRICT INVESTMENT

| FUND | ISSUER | BOOK VALUE | FACE VALUE | MARKET VALUE | PERCENT OF PORTFOLIO | DAYS TO MAT. | STATED RATE |
|---|---|---|---|---|---|---|---|
| 301 | CAMP POOL | $ 416,421.27 | $ 416,421.27 | $ 416,421.27 | 28.61% | 0 | 5.540% |
| 300 | CAMP MANAGED ACCOUNT | $ 1,027,164.66 | $ 1,027,164.66 | $ 1,038,917.46 | 71.39% | 826 | 4.770% |
| | TOTAL | $ 1,443,585.93 | $ 1,443,585.93 | $ 1,455,338.73 | 100.00% | | |

| FUND | ISSUER | BEGINNING BALANCE | + DEPOSITS/ PURCHASES | + INTEREST DEPOSITED | WITHDRAWALS/ SALES/ MATURITIES | ENDING BALANCE | STATED RATE |
|---|---|---|---|---|---|---|---|
| 301 | CAMP POOL | $ 414,478.15 | $ - | $ 1,943.12 | $ - | $ 416,421.27 | 5.540% |
| 300 | CAMP MANAGED ACCOUNT | $ 1,023,805.18 | $ - | $ 3,359.48 | $ - | $ 1,027,164.66 | 4.770% |
| | TOTAL | $ 1,438,283.33 | $ - | $ 5,302.60 | $ - | $ 1,443,585.93 | |

**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**

*2/21/2024*

**Date**