



CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, APRIL 10, 2024

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 – REGULAR SESSION - 6:00 P.M.

Moment of Silence in Memory of Desiree Nigg

ROLL CALL

Council discussion and determination on whether an absence is excused.

FLAG SALUTE**PRESENTATIONS**

1. Proclamation: Donate Life Month April 2024
2. Proclamation: Earth Day 2024
3. Proclamation: Volunteer Month
4. Other Presentations/Recognitions

DEPARTMENT REPORTS**Human Resources Update**

Presented By: Emily Wolf, Administrative Services Department

RECOMMENDATION:

Receive and file.

General Plan Update and Development Code Progress Report #22

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 January 17, 2024 - City Council/ Cemetery Regular Minutes

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

1.2 March 2024 Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 03-07-2024 in the amount of \$583,526.61.
2. Warrant Register dated 03-14-2024 in the amount of \$126,159.36.
3. Warrant Register(s) dated 03-21-2024 in the amount of \$226,747.45.
4. Warrant Register dated 03-28-2024 in the amount of \$1,244,454.85.
5. Wire Transfer Register dated 03-31-2024 in the amount of \$152,389.83.
6. Payroll Register dated 04-01-2024 in the amount of \$236,907.70.

1.3 February 2024 City Treasurer's Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for February 2024.

1.4 Agreement with the US Department of Transportation (USDOT)/Federal Highway Administration (FHWA) for the Sedco Boulevard Roadway Safety Improvements Project (CIP 096)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager to execute the FY 22 Safe Streets and Roads for All (SS4A) Implementation Plan Grant Award Agreement with FHWA for \$2,218,531.02 in Federal funding, upon the agreement being finalized by USDOT/FHWA.

1.5 Vacation of Right-of-Way for Bayless Road adjacent to the Faith Bible Church Project (Project No. 19-0179)

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, VACATING THE RIGHT-OF-WAY FOR BAYLESS ROAD FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES, MADE BY INSTRUMENT NUMBER 2021-0339322, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

1.6 Acceptance of Improvements for the Baxter Village Development Project, Parcel Map 37941 (Strata Baxter, 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 PARCEL MAP 37941 AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE LIEN RELEASES WITH THE RIVERSIDE COUNTY RECORDER

1.7 A Resolution Opposing Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act

Presented By: Daniel A York , City Manager

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO OPPOSE INITIATIVE #21-0042A1

1.8 Wildomar Community and Parks Foundation Partnership Memorandum of Understanding (MOU) for an Earth Day Event.

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

1. Authorize the City Manager to sign the MOU with the foundation dependent that the foundation fulfills all requirements;
2. Waive fees associated with the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

1.9 Joint Use License Agreement with the Farm Property Owners Association

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

Authorize the City Manager to sign the Joint Use License Agreement.

1.10 Community Services Department Community Events Update

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

1. Receive and the File the update.
2. Waive the Temporary Event Permit Application fee for the 2024 Memorial Day Event.

1.11 First Amendment to the Agreement for Maintenance Services with St. Francis Electric, LLC

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Approve and authorize the City Manager to execute the First Amendment to the Agreement for Maintenance Services with St. Francis Electric, LLC.

1.12 Amendment to Post Closing Maintenance Agreement

Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:

Approve and authorize the City Manager to sign the First Amendment to the Post Closing Maintenance Agreement

1.13 Parking License Agreement for Special Events Held at Marna O'Brien Park.

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

Authorize the City Manager to execute the Parking License Agreement.

2. PUBLIC HEARINGS

None scheduled.

3. GENERAL BUSINESS

3.1 Road Maintenance and Rehabilitation - Program Summary and Potential List of Streets for FY 24/25 Project

Presented By: Cameron Luna , Public Works/ Engineering Department

RECOMMENDATION:

Receive and file the Road Maintenance and Rehabilitation (Road Rehab) Update and receive and provide input on the proposed list of streets for the FY 24/25 Road Rehab Project.

3.2 45-Day Urgency Ordinance Establishing a Moratorium on Certain Uses

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

1. Determine that adoption of the Urgency Ordinance meets the findings for a General Rule exemption in accordance with Sections 15378 and 15387(b)(5) of the CEQA Guidelines; and

2. Approve an Interim Urgency Ordinance entitled:

ORDINANCE NO. _____

AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF RECREATIONAL VEHICLE AND BOAT STORAGE FACILITIES, AUTOMOBILE FUELING STATIONS, CAR WASHES AND FAST FOOD RESTAURANTS AND DECLARING THE URGENCY THEREOF, TO TAKE EFFECT IMMEDIATELY

3.3 Unlawful Possession of Catalytic Converter Ordinance

Presented By: Raul Berroteran , Planning Department

RECOMMENDATION:

1. Determine that adoption of the Ordinance Amending Title 9 of the Wildomar Municipal Code meets the findings for a General Rule exemption in accordance with Sections 15060 and 15061(b)(3) of the CEQA Guidelines; and
2. Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING TITLE 9 (PUBLIC PEACE AND WELFARE) OF THE WILDOMAR MUNICIPAL CODE ADDING CHAPTER 9.54 ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS

3.4 Measure Z Oversight Advisory Committee Appointments

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Review the applications for membership and appoint 3 members to serve on the Measure Z Oversight Advisory Committee for terms expiring February 2026.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Catalytic Converter Ordinance - DePhillippo - Apr 2024
2. Discuss Rural Roads and Rural Roads Standards - Marquez - TBD
3. Illegal Food Vendor Ordinance - DePhillippo - TBD

ADJOURN THE CITY COUNCIL MEETING

Adjourn the City Council Meeting in memory of Desiree Nigg.

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

Board discussion and determination on whether an absence is excused.

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 January 17, 2024 - City Council/ Cemetery Regular Minutes

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

4.2 March 2024 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 03-07-2023 in the amount of \$880.01.
2. Warrant Register dated 03-14-2023 in the amount of \$2,160.61.
3. Warrant Register dated 03-28-2023 in the amount of \$1,994.26.

4.3 February 2024 Cemetery Treasurer's Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for February 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 "Live Video Link"

PARTICIPATE IN THE MEETING

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

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

ACCOMMODATIONS

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

REPORTS

All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: <http://www.cityofwildomar.org>. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available by appointment for public inspection at City Hall during regular business hours.

AFFIDAVIT OF POSTING

I, Janet Morales, Wildomar City Clerk, do certify that at least 72 hours prior to the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road; U.S. Post Office, 21392 Palomar Street; Wildomar Library, 34303 Mission Trail Blvd; and on the City's website at www.cityofwildomar.org.

Janet Morales, CMC

City Clerk

Dated: April 4, 2024



CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: April 10, 2024

SUBJECT: Human Resources Update

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Receive and file.

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

ATTACHMENTS:
[Human Resources Update April 2024](#)



Human Resources Update



Employee Engagement

Work-Life Balance

Wellness platform

Employee Recognition

Professional Development



Work-Life Balance

- Remote Work Policy
- Employee Lifestyle Classes
- Parental Leave
- Health Plan Perks
- Wellness Platform

Wellness Platform

- Quarterly Challenges
- Nutrition Guidance
- On-Demand Fitness Videos
- Holistic Wellness Approach



[This Photo](#) by Unknown Author is licensed under [CC BY-ND](#)



Employee Recognition

Peer Recognition

Public Recognition

Employee Appreciation

Picnic

Public Service Recognition

Week *(first full week in May)*



Professional Development

Supervisor Training

Customer Service Training

Industry Specific Webinars

On-demand Training

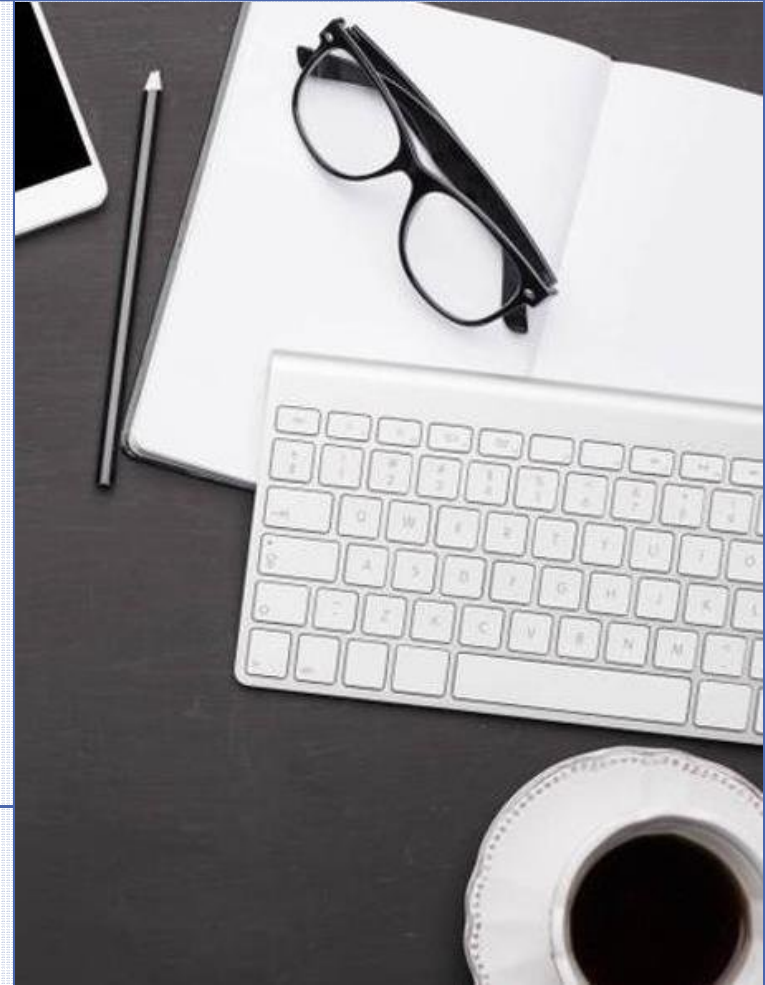


Looking Forward

- Recruitments
- Streamlining the Recruitment Process
- Updating Human Resources Technology

Questions?

Emily Wolf
Human Resources and Risk Manager





CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: April 10, 2024

SUBJECT: General Plan Update and Development Code Progress Report #22

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 March 13, 2024 that covered work on the General Plan update during the month of February 2024. The following is a summary of the March 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):

- Staff completed review of the Administrative drafts of the General Plan and EIR documents and they are now being revised by our PlaceWorks team with a due date of the 2nd Admin draft due around 4/12/24 for final review.
- The City Council held a vibrant study session on March 20, 2024 to discuss the draft goals, policies & implementation programs, including a discussion about commercial land use types, and other related uses.
- Staff received excellent direction from Council and feedback from the public.
- Staff completed review of Article 1 & 2 of the new Wildomar Development Code. PlaceWorks team continues work on the remaining Articles.

Upcoming Tasks/Assignments (April & May 2024):

- City staff will be meeting with residents to discuss ideas for the Grand Avenue corridor land use changes (April).

- PlaceWorks and City Staff intend to complete and finalize the General Plan document and EIR (April) with expectation to release both documents for a 45-day public review & comment period (May 1 - June 14).
- PlaceWorks team is due to complete the 1st Administrative draft of the new Wildomar Development Code around the first week of May 2024.
- Staff has tentatively scheduled a study session for June 5, 2024 with the Planning Commission to discuss the new Wildomar Development Code.



**CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: April 10, 2024**

SUBJECT: January 17, 2024 - 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, JANUARY 17, 2024
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 Moore at 5:31 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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:

Miguel Angel Barraza v. Andrew Lee Haire and City of Wildomar; Case Number: CVSW2309297

The City Council convened into Closed Session at 5:31 p.m.

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated that the City Council met in closed session and voted unanimously to defend the litigation.

ADJOURN CLOSED SESSION

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

Councilmember/Former Mayor Morabito passed the gavel ceremoniously to Mayor Moore.

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

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

ROLL CALL

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

Members absent: None.

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

It was the consensus of the City Council to excuse Councilmember Nigg's absences for November 8, 2023 and December 13, 2023.

FLAG SALUTE

The flag salute was led by Councilmember Morabito.

PRESENTATIONS

1. Acknowledgement to 2023 Mayor, Joseph Morabito
2. City Partner/Sponsorship Recognition for 2023
3. Lake Elsinore Unified School District Security Update

DEPARTMENT REPORTS

There were no department reports.

PUBLIC COMMENTS

The following individuals provided public comment on items not on the agenda:

1. Jackson/Sera
2. Cesar Marmolejo

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED

No changes to the agenda as presented.

1) CONSENT CALENDAR

Councilmember Morabito requested a staff presentation for Item #1.8.

Public Works Director Farag presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to approve the Consent Calendar

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

1.1) Reading of Ordinances

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

1.2) Minutes - September 13, 2023 Regular Meeting

Approve the minutes as presented.

1.3) Minutes - October 11, 2023 Regular Meeting

Approve the minutes as presented.

1.4) December 2023 Warrant Register

Approved the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 12-07-2023 in the amount of \$91,426.99
2. Warrant Register(s) dated 12-14-2023 in the amount of \$797,111.10
3. Warrant Register dated 12-21-2023 in the amount of \$182,735.20
4. Wire Transfer Register dated 10-31-2023 in the amount of \$17,675.62
5. Payroll Register dated 11-01-2023 in the amount of \$216,282.23.

1.5) November 2023 Treasurers Report

Approved the Treasurer's Report for November 2023.

1.6) General Plan Update Progress Report #19

Received and Filed.

1.7) Annexation No. 8, Phase 2, into Community Facilities District No. 2022-1 (Services) for Tres Lagos Apartments (LLA 2022-004)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 01

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. 8) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.8) Cooperative Agreement between the Riverside County Transportation Commission, Western Riverside Council of Governments, and the City of Wildomar for the Wildomar Trail/I-15 and Bundy Canyon Rd./I-15 Interchange Projects

Authorized the City Manager to execute the Cooperative Agreement between the Riverside County Transportation Commission, Western Riverside Council of Governments, and the City of Wildomar for the Wildomar Trail/I-15 and Bundy Canyon Rd./I-15 Interchange Projects

1.9) Revised Community Facilities District Guidelines

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S LOCAL GOALS AND POLICIES AND APPRAISAL STANDARDS CONCERNING THE USE OF COMMUNITY FACILITIES ACT OF 1982

2) **PUBLIC HEARINGS**

There were none scheduled.

3) **GENERAL BUSINESS**

3.1) Adoption of the Abandoned Vehicle Abatement Program

Code Enforcement Supervisor Parker presented the staff report.

Veronica Langworthy, resident, provided public comment.

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

ORDINANCE NO. 236

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

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE ADOPTION OF AN ABANDONED VEHICLE ABATEMENT PROGRAM AND COLLECTION OF A SERVICE FEE ON BEHALF OF THE RIVERSIDE COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY UNTIL MAY 2034

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

3.2) Wildomar Council Salary Ordinance

City Attorney Jex presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 237

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO ADJUST THE SALARIES OF THE COUNCILMEMBERS IN ACCORDANCE WITH CALIFORNIA LAW and find that the ordinance amendment is exempt from CEQA under CEQA Guidelines sections 15378 and 15378(b)(2).

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

3.3) Community Services 2024 Special Events and Community Event Calendars

Community Services Director Torres presented the staff report.

Moved by Ashlee DePhillippo; seconded by Dustin Nigg to Approve the Community Services 2024 Special Events calendar and the 2024 Community Events Calendar

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

3.4) Support Higher Education in Southwestern Riverside County

City Manager York presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SUPPORTING THE NEED FOR EXPANDED PUBLIC HIGHER EDUCATION INSTITUTIONS WITHIN SOUTHWESTERN RIVERSIDE COUNTY AND FUNDING FOR THE COST OF TENANT IMPROVEMENTS TO CREATE AN EXPANDED PRESENCE FOR CALIFORNIA STATE UNIVERSITY SAN MARCOS AT THE MT. SAN JACINTO COLLEGE CAMPUS IN TEMECULA VALLEY;

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

Moved by Joseph Morabito; seconded by Dustin Nigg to Appoint Mayor Pro Tem Ashlee DePhillippo as the City Council representative.

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

Moved by Ashlee DePhillippo; seconded by Joseph Morabito to Appoint Councilmember Dustin Nigg as the City Council alternate.

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

CITY MANAGER REPORT

City Manager York, Mayor Moore and Mayor Pro Tem DePhillippo presented the City Manager's report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 7:37 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair Moore at 7:37 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.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda as presented.

4) CEMETERY CONSENT CALENDAR

4.1) December 2023 Warrant Register Cemetery

Approved the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 12-07-2023 in the amount of \$994.58
2. Warrant Register dated 12-14-2023 in the amount of \$2,331.27
3. Warrant Register dated 12-21-2023 in the amount of \$6,837.34.

4.2) November 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for November 2023.

4.3) 2024 Schedule for Removal of Flowers and Specialty Items

Received and filed.

Moved by Carlos Marquez; seconded by Joseph Morabito 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

5) CEMETERY PUBLIC HEARINGS

There were none scheduled.

6) CEMETERY GENERAL BUSINESS

There were 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 Moore adjourned the Wildomar Cemetery District Meeting at 7:38 p.m.

Submitted by:



Janet Morales, CMC
City Clerk



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: April 10, 2024

SUBJECT: March 2024 Warrant Register

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:

Approve the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 03-07-2024 in the amount of \$583,526.61.
2. Warrant Register dated 03-14-2024 in the amount of \$126,159.36.
3. Warrant Register(s) dated 03-21-2024 in the amount of \$226,747.45.
4. Warrant Register dated 03-28-2024 in the amount of \$1,244,454.85.
5. Wire Transfer Register dated 03-31-2024 in the amount of \$152,389.83.
6. Payroll Register dated 04-01-2024 in the amount of \$236,907.70.

SUMMARY:

March 2024 Warrant Register

DISCUSSION:

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

FISCAL IMPACT:

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

ATTACHMENTS:

[Warrant Reg March 2024.pdf](#)

03/07/2024 11:51:20AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217921	3/7/2024	000029 APPLEONE	01-6825841		ADMIN ASSISTANT-CLERICAL W/E 02/24/24 (C)	911.48
Total :						911.48
217922	3/7/2024	001002 ARCHITERRA DESIGN GROUP	31864		LLMD ENHANCEMENTS 12/24/2023-1/24/2024	2,500.00
			31934		01/25/24-02/24/24 SI COORDINATION	1,019.00
			31935		01/25/24-02/24/24 SI COORDINATION	2,985.25
			31936		01/25/24-02/24/24 SI COORDINATION	3,341.65
			31937		01/25/24-02/24/24 SI HOA PH 4 LOTS 49-55	342.65
			31938		01/25/24-02/24/24 SI COORDINATION	31.25
			31939		01/25/24-02/24/24 SI COORDINATION	818.10
			31940		01/25/24-02/24/24 CITY PLAN CHECK - 1ST	500.00
			31941		01/25/24-02/24/24 CITY PLAN CHECK - 1ST	562.50
Total :						12,100.40
217923	3/7/2024	001721 BAGGIO, TINA	22924		REIMBURSEMENT FOR MILEAGE	42.61
Total :						42.61
217924	3/7/2024	002193 BAKER, RICK	120423		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	296.80
Total :						296.80
217925	3/7/2024	001468 BANKS, ARRIN	22824		PLANNING COMMISSION MEETING 2/28/24	75.00
Total :						75.00
217926	3/7/2024	002197 BARBARA SINATRA CHILDREN'S, CENTE	22024		JAN 2024 SA MEDICAL EXAM (4) WI-24019001	924.00
Total :						924.00
217927	3/7/2024	001419 BERNARD, BRIANNA	22824		PLANNING COMMISSION MEETING 2/28/24	75.00
Total :						75.00
217928	3/7/2024	000034 BIO-TOX LABORATORIES	45542		RC SHERIFF - LAB SERVICES	310.60
			45590		RC SHERIFF - LAB SERVICES	240.00
Total :						550.60
217929	3/7/2024	001748 CALIFORNIA CONSULTING, INC.	6640	0000485	GRANT WRITING SERVICE - MAR 2024 RETAINED	4,850.00

Voucher List
City of Wildomar

Page: 2

03/07/2024 11:51:20AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217929	3/7/2024	001748 001748 CALIFORNIA CONSULTING, INC.	(Continued)		Total :	4,850.00
217930	3/7/2024	001916 CAMBERO, GEORGE	22824		PLANNING COMMISSION MEETING 2/28/24	75.00
					Total :	75.00
217931	3/7/2024	000785 CORELOGIC SOLUTIONS, LLC	82200608		JAN 2024 CODE ENFORCEMENT SOFTWARE	191.25
					Total :	191.25
217932	3/7/2024	000035 COUNTY OF RIVERSIDE, TLMA	TL0000017163 TL0000017190		DEC 2023 SLF COSTS FY23/24 JAN 2024 SLF COSTS FY23/24	3,328.03 237.19
					Total :	3,565.22
217933	3/7/2024	000002 CRYSTAL CLEAN MAINTENANCE	303 O		MAR 2024 - CITY HALL JANITORIAL SERVICES	3,214.75
					Total :	3,214.75
217934	3/7/2024	002195 D&P PROPERTIES, LLC	110623		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	3,035.07
					Total :	3,035.07
217935	3/7/2024	000058 DEPARTMENT OF JUSTICE	697566 715390 717056		JULY 2023 BLOOD ALCOHOL ANALYSIS (2) JAN 2024 FINGERPRINT APPS (3) JAN 2024 BLOOD ALCOHOL ANALYSIS (8)	70.00 147.00 280.00
					Total :	497.00
217936	3/7/2024	002192 DIAZ GONZALEZ, ELIZABEL	122923		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	1,763.95
					Total :	1,763.95
217937	3/7/2024	000022 EDISON	022724-6091 022724-7258 022724-9129 030124-0828 030124-0962 030124-1202 030124-1757		01/26/24-02/26/24 ELEC 21347 COMO ST (LI 01/26/24-02/26/24 ELEC 21400 PALOMAR (CE 01/26/24-02/26/24 ELEC - 32637 GRUWELL (02/01/24-02/29/24 ELCETRIC WILDOMAR CITY 02/01/24-02/29/24 ELCETRIC CFD 2013-001 02/01/24-02/29/24 HIDDEN SPRINGS/CLINTON 02/01/24-02/29/24 ELCETRIC CFD 2013-001	49.09 213.66 540.46 172.25 255.96 24.37 207.31

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217937	3/7/2024	000022 EDISON	(Continued)			
			030124-4293		02/01/24-02/29/24 CSA22 SALES ACQUISITIO	6,233.36
			030124-4487		02/01/24-02/29/24 20505 PALOMAR ST (MARN	65.28
			030124-4487		02/01/24-02/29/24 20505 PALOMAR ST (MARN	-16.48
			030124-4610		02/01/24-02/29/24 ELECTRIC CFD 2013-001	132.57
			030124-4845		02/01/24-02/29/24 CFD ZONE 2	66.29
			030124-7504		02/01/24-02/29/24 CFD 2013-1 ORANGE/CORA	35.27
			030124-7694		02/01/24-02/29/24 CFD ZONE 3	225.44
			030124-8975		02/01/24-02/29/24 CFD ZONE 3	132.55
			030124-9127		02/01/24-02/29/24 ELECTRIC CFD 2013-001	251.72
Total :						8,589.10
217938	3/7/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER C	12828076		12/08/23-02/08/24 WATER ZONE 52 LOC 01	126.32
			12828132		12/08/23-02/08/24 WATER ZONE 29 LOC 02	93.84
			12828414		12/08/23-02/08/24 WATER ZONE 71 LOC 01	310.04
			12828612		12/08/23-02/08/24 WATER 32637 GRUWELL-FS	1,187.65
			12828694		12/08/23-02/08/24 WATER MARN O'BRIEN	1,453.05
			12843950		01/15/24-02/14/24 WATER ZONE 42 LOC 01 M	327.60
			12844201		01/15/24-02/14/24 WATER ZONE 42 LOC 02 M	190.96
			12844202		01/15/24-02/14/24 WATER ZONE 42 LOC 03 M	223.72
			12850731		01/18/24-02/17/24 WATER ZONE 3 LOC 35 M1	283.84
			12850936		01/18/24-02/17/24 WATER CITY HALL	337.58
			12853777		01/18/24-02/17/24 WATER 24707 PRELIPP RD	348.23
Total :						4,882.83
217939	3/7/2024	002198 ENSURITY MOBILE CORP.	24717		TRACKER FOR SPECIAL ENFORCEMENT TEAM	1,233.24
Total :						1,233.24
217940	3/7/2024	001343 FILAR, ERIC	22824		PLANNING COMMISSION MEETING 2/28/24	75.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217940	3/7/2024	001343 001343 FILAR, ERIC	(Continued)		Total :	75.00
217941	3/7/2024	001325 GEOCON WEST, INC.	723070410		CIP 026-1 THROUGH 7/09/23	1,271.00
			723120422		CIP 057-2 CONTRACTUAL SVC THROUGH 11/26/	10,855.27
			724010415		CIP 057-2 CONTRACTUAL SVC THROUGH 01/28/	3,155.00
					Total :	15,281.27
217942	3/7/2024	000685 GREAT AMERICA FINANCIAL SERVIC	36012545		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	214.24
217943	3/7/2024	001911 HDL SOFTWARE LLC.	SIN035124		DEC 2023 HDL FEES	2,462.28
			SIN035965		JAN 2024 HDL FEES	4,341.60
					Total :	6,803.88
217944	3/7/2024	000499 INLAND EMPIRE LANDSCAPE INC	42310		DEC 2023 LANDSCP MAINT ZONE	10,638.65
					Total :	10,638.65
217945	3/7/2024	000016 INNOVATIVE DOCUMENT SOLUTIONS	258443		2/1/24-2/29/24 CONTRACT COPIER SERVICES	962.99
					Total :	962.99
217946	3/7/2024	001988 MAGDALENO, YVETTE	22724		REIMBURSEMENT FOR MILEAGE 2/27/24	40.73
					Total :	40.73
217947	3/7/2024	000588 MANPOWER	5127264		ADMINISTRATIVE ASSISTANT W/E 03/03/24	1,301.25
					Total :	1,301.25
217948	3/7/2024	002126 MNS ENGINEERS, INC	85607/1	0000518	DEV. ENGINEERING DEVELOPMENT TECH.	2,796.50
			85607/10	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	83.00
			85607/11	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	420.50
			85607/12	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	420.50
			85607/13	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	706.00
			85607/14	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	90.00
			85607/15	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	207.50
			85607/16	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	993.00
			85607/17	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	128.00
			85607/18	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	477.50
			85607/19	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	913.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217948	3/7/2024	002126 MNS ENGINEERS, INC	(Continued)			
			85607/2	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	169.50
			85607/20	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	135.00
			85607/21	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	180.00
			85607/22	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	45.00
			85607/23	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	225.00
			85607/24	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	45.00
			85607/25	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	436.00
			85607/26	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	256.00
			85607/27	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	270.00
			85607/28	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	484.50
			85607/29	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	221.50
			85607/3	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	301.00
			85607/31	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	413.50
			85607/32	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	315.00
			85607/33	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	225.00
			85607/34	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	360.00
			85607/35	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	90.00
			85607/36	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	564.00
			85607/37	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	166.00
			85607/4	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	166.00
			85607/5	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	619.50
			85607/6	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	166.00
			85607/7	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	173.00
			85607/8	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	380.50
			85607/9	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	503.50
Total :						14,146.50
217949	3/7/2024	002126 MNS ENGINEERS, INC	85607/30	0000518	PROFESSIONAL SVCS 01/01/24-01/31/24	45.00
Total :						45.00
217950	3/7/2024	000185 PITNEY BOWES	1024842646		POSTAGE METER INK	198.56
Total :						198.56
217951	3/7/2024	001107 PLACEWORKS	83130		JAN 2024 CONTRACTUAL SVC - PROJECT RELAT	41.25
			83289		JAN 2024 CONTRACTUAL SVC - PROJECT RELAT	1,031.25
Total :						1,072.50

Voucher List
City of Wildomar

Page: 6

03/07/2024 11:51:20AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217952	3/7/2024	000526 PRINT POSTAL	17089		ELECTION SIGNS	66.28
Total :						66.28
217953	3/7/2024	000186 RIGHTWAY	375609		02/29/24-03/27/24 - PORTA/WASHSTN-WINDS	803.50
Total :						803.50
217954	3/7/2024	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000045124		CONTRACT LAW ENFORCEMENT THROUGH 12/13/2	470,624.08
Total :						470,624.08
217955	3/7/2024	002194 SMART LINK	110223		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	2,061.28
Total :						2,061.28
217956	3/7/2024	001021 SPICER CONSULTING GROUP	1543		FY 23/24 ANNUAL ADMIN LLMD89-1-C	4,154.18
Total :						4,154.18
217957	3/7/2024	002052 ST. FRANCIS ELECTRIC	23164121		TRAFFIC SIGNAL RESPONSE DEC 2023	2,955.50
Total :						2,955.50
217958	3/7/2024	000995 STRONG, KIM	22824		PLANNING COMMISSION MEETING 2/28/24	75.00
Total :						75.00
217959	3/7/2024	001258 SUNBELT RENTALS, INC.	149038736-0001A		EQUIPMENT RENTAL (GRAND AVE TRAIL)	2,112.92
Total :						2,112.92
217960	3/7/2024	001505 THE ENDEAVOR PRODUCTION, GROUP	1123		MAYOR'S MINUTE - JAN 2024 - BRIDGETTE -	500.00
Total :						500.00
217961	3/7/2024	000918 TKE ENGINEERING INC	2023-911 2023-935		CONTRACTUAL SVC 10/01/23-10/31/23 CONTRACTUAL SVC 11/01/23-11/30/23	1,260.00 1,260.00
Total :						2,520.00
41 Vouchers for bank code : wf						Bank total : 583,526.61
41 Vouchers in this report						Total vouchers : 583,526.61

Bank code : wf

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

Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217982	3/14/2024	000029 APPLEONE	01-6829926		ADMIN ASSISTANT-CLERICAL W/E 03/02/24 (C	729.18
			01-6831671-86290		ADMIN TEMP LIQ SALES (CH)	2,682.16
					Total :	3,411.34
217983	3/14/2024	001002 ARCHITERRA DESIGN GROUP	31952		LLMD ENHANCEMENTS 1/25/2024-2/24/2024	3,250.00
					Total :	3,250.00
217984	3/14/2024	001622 COMMERCIAL BUILDING MANAGEMENT,	70105	0000529	FEB 2024 JANITORIAL SVC - MARNA O'BRIEN	4,604.85
			70106	0000499	FEB 2024 SUPPLIES - MARNA O'BRIEN	362.39
					Total :	4,967.24
217985	3/14/2024	000785 CORELOGIC SOLUTIONS, LLC	82204939		FEB 2024 CODE ENFORCEMENT SOFTWARE	348.50
					Total :	348.50
217986	3/14/2024	000037 DATA TICKET, INC.	161261		JAN 2024 ONLINE ACCESS	570.93
			161871		JAN 2024 DAILY CITE PROCESSING	666.13
					Total :	1,237.06
217987	3/14/2024	000022 EDISON	022824-2458		01/26/24-02/27/24 32972 WELLS PL	353.01
					Total :	353.01
217988	3/14/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER C	12846861		12/17/23-02/16/24 WATER ZONE 3 LOC 23 M1	528.53
			12847069		12/17/23-02/16/24 WATER ZONE 30 LOC 2	152.26
			12847109		12/17/23-02/16/24 WATER ZONE 3 LOC 49 M1	160.38
			12847363		12/17/23-02/16/24 WATER ZONE 51 LOC 1	155.29
			12847529		12/17/23-02/16/24 WATER BASEBALL FIELD	526.00
			12847569		12/17/23-02/16/24 WATER WINDSONG PARK	278.98
			12848075		12/17/23-02/16/24 WATER ZONE 3 LOC 29 M1	466.43
			12848154		12/17/23-02/16/24 WATER ZONE 3 LOC 29 M2	398.15
			12848157		12/17/23-02/16/24 WATER ZONE 30 LOC 1	299.49
			12848256		12/17/23-02/16/24 WATER ZONE 3 LOC 42 &	427.38
			12848651		12/17/23-02/16/24 WATER 22450 CERVERA	128.04

Voucher List
City of Wildomar

Page: 2

03/14/2024 2:04:25PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217988	3/14/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER C	(Continued) 12848892		12/17/23-02/16/24 WATER 22450 1/2 CERVER	160.67
			12849986		12/17/23-02/16/24 WATER ZONE 62 - 22933	213.16
			12850072		12/17/23-02/16/24 WATER ZONE 67 - ARNETT	157.56
Total :						4,052.32
217989	3/14/2024	000342 FENCE MASTERS	4202131		MISC REPAIRS AT WINDSONG	420.00
Total :						420.00
217990	3/14/2024	001450 FRANCHISE TAX BOARD	31424		WITHHOLDING ORDER - S STANTON	50.00
Total :						50.00
217991	3/14/2024	001325 GEOCON WEST, INC.	723100426		CONTRACTUAL SERVICES SVC THROUGH 10/01/2	685.00
			724010429		CONTRACTUAL SERVICES SVC THROUGH 01/28/2	1,740.00
Total :						2,425.00
217992	3/14/2024	002200 GREENSPIRE CONSTRUCTION	30624		DEVELOPER DEPOSIT FIXED FEE REFUND	360.00
Total :						360.00
217993	3/14/2024	001666 INFINITY TECHNOLOGIES	2225	0000504	FEB 2024 GIS CONTRACTUAL SERVICES	3,200.00
			2268A	0000503	FEB 2024 IT CONTRACTUAL SERVICES	11,300.00
			2268B	0000525	FEB 2024 DATTO OFFICE 365 BACKUP SERVICE	177.75
Total :						14,677.75
217994	3/14/2024	000072 INTERWEST CONSULTING GROUP	176487		CONTRACTUAL SERVICES - CIP - DECEMBER 20	44,513.40
			716645		CONTRACTUAL SERVICES - DECEMBER 2023	26,324.20
Total :						70,837.60
217995	3/14/2024	002188 JEMANE, HEIDI	31124		MILEAGE REIMBURSEMENT 02/01/24-02/29/24	37.18
Total :						37.18
217996	3/14/2024	000588 MANPOWER	5127355		ADMINISTRATIVE ASSISTANT W/E 03/10/24	1,301.25

Voucher List
City of Wildomar

Page: 3

03/14/2024 2:04:25PM

Bank code :		wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
217996	3/14/2024	000588 000588 MANPOWER	(Continued)			Total : 1,301.25		
217997	3/14/2024	001262 PEST OPTIONS INC	442101		1/31/24 CONTRACTUAL SERVICES - O'BRIEN	1,863.65		
						Total : 1,863.65		
217998	3/14/2024	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11645637		PUBLIC NOTICE - ZOA 2023-06 NOPH	236.84		
			11646326		PUBLIC NOTICE - CDBG	224.37		
			11648482		PUBLIC NOTICE - GP UPDATE NOPM	255.53		
			11648711		PUBLIC NOTICE - PA 21-0120	236.84		
			11651449		PUBLIC NOTICE - CFD 2022-1 ANNEXATION NO	193.21		
			1649339		PUBLIC NOTICE - ABANDONED VEHICLES	405.11		
			177.63		PUBLIC NOTICE - ABANDONED VEHICLES	357.25		
						Total : 1,909.15		
217999	3/14/2024	000790 SPARKLETTS	14346613-030224		CITY HALL DRINKING WATER THROUGH 03/02/2	490.68		
						Total : 490.68		
218000	3/14/2024	002052 ST. FRANCIS ELECTRIC	23164122		TRAFFIC SIGNAL RESPONSE DEC 2023 POLE KD	4,842.00		
						Total : 4,842.00		
218001	3/14/2024	000919 STANTON, SHERRI	31124		MILEAGE REIMBURSEMENT 02/24/24-03/08/24	12.06		
						Total : 12.06		
218002	3/14/2024	001720 STERICYCLE, INC	8006327295A		CONTRACTUAL SHREDDING SVC	158.88		
						Total : 158.88		
218003	3/14/2024	002199 THE CORPORATE ROOM	31224	0000532	VENUE COST FOR HEALTH & SAFETY RESOURCES	1,216.69		
						Total : 1,216.69		
218004	3/14/2024	000918 TKE ENGINEERING INC	2023-942		CIP 026, DESIGN/PS & E 10/11/23-12/31/23	7,938.00		
						Total : 7,938.00		
23 Vouchers for bank code :		wf				Bank total : 126,159.36		
23 Vouchers in this report						Total vouchers : 126,159.36		

Bank code : wf

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

03/21/2024 12:27:59PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218040	3/21/2024	000928 COUNTY OF RIVERSIDE EMD	22-23Q2		AGREEMENT FOR EMERGENCY SERVICES	11,250.00
Total :						11,250.00
1 Vouchers for bank code : wf						Bank total : 11,250.00
1 Vouchers in this report						Total vouchers : 11,250.00

03/21/2024 12:05:32PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218016	3/21/2024	000033 AMERICAN FORENSIC NURSES	78572		BLOOD DRAW (1) DRY RUN (3)	184.00
			78576		BLOOD DRAW (3)	210.00
			78594		BLOOD DRAW (1)	70.00
					Total :	464.00
218017	3/21/2024	000029 APPLEONE	01-6834336		ADMIN ASSISTANT-CLERICAL W/E 03/09/24 (C)	1,296.32
					Total :	1,296.32
218018	3/21/2024	001002 ARCHITERRA DESIGN GROUP	31991		01/25/24-02/24/24 CIP 099, DESIGN PS&E	9,977.80
					Total :	9,977.80
218019	3/21/2024	000760 ARMADA ADMINISTRATORS	211897		APR 2024 PREMIUM - CITY MANAGER	4,278.00
					Total :	4,278.00
218020	3/21/2024	002013 ARTOVATOR	240323AR		EGGSTRAVAGANZA: FACE PAINTING SERVICE	900.00
					Total :	900.00
218021	3/21/2024	001761 CHARTER COMMUNICATIONS	2318030824		CABLE THROUGH 03/08/24 - FS61	5.35
					Total :	5.35
218022	3/21/2024	000022 EDISON	0111124-8408		12/12/23-01/10/24 35711 CAPISTRANO ST CF	15.58
			021224B-8408		01/11/24-02/11/24 BAL 35711 CAPISTRANO S	6.79
			030424-7481		03/15/21-02/29/24 CSA 103, CSA 22, SIGNA	17,039.42
			030424-7481		03/15/21-02/29/24 CSA 103, CSA 22 SIGNAL	-16,458.68
			031224-2529		02/09/24-03/11/24 22378 BUNDY CANYON RD	384.82
			031224-3487		02/12/24-03/12/24 23873 CLINTON KEITH RD	329.50
			031324-2838		02/12/24-03/12/24 ELECTRIC CITY HALL	950.40
			031324-3123		02/12/24-03/12/24 23873 CLINTON KEITH RD	150.40
			031324-7255		02/12/24-03/12/24 23873 CLINTON KEITH RD	128.61
			031324-8408		02/12/24-03/12/24 35711 CAPISTRANO ST CF	15.57
			031424-3047		02/13/24-03/13/24 34311 MISSION TRIAL TC	102.44
			031424-3243		02/13/24-03/13/24 31818 CENTRAL ST LS3	32.76
			031424-3950		02/13/24-03/13/24 34311 MISSION TRAIL LS	36.30
			031424-5361		02/13/24-03/13/24 31818 CENTRAL TC1	94.30

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218022	3/21/2024	000022 EDISON	(Continued) 031424-7372 031424-8688 101123-8408CR 110923-8408 121223-8408		02/13/24-03/13/24 24211 CLINTON KEITH RD 02/13/24-03/13/24 21458 GRAND AVE TC1 09/12/23-10/10/23 35711 CAPISTRANO ST CF 10/11/23-11/08/23 35711 CAPISTRANO ST CF 11/09/23-12/11/23 35711 CAPISTRANO ST ZO	78.29 92.33 -55.00 15.38 17.25
Total :						2,976.46
218023	3/21/2024	000685 GREAT AMERICA FINANCIAL SERVIC	36105929 36114485		CANON COLOR COPIER SYST. #020-1472515 CANON COLOR COPIER SYST. #016-1585799	359.97 214.24
Total :						574.21
218024	3/21/2024	000634 HEYDAY RECORDS AND EVENTS	1171		DJ - EGGSTRAVAGANZA & TEEN EGG HUNT 2024	500.00
Total :						500.00
218025	3/21/2024	001666 INFINITY TECHNOLOGIES	2127 2226		GIS SPECIAL PROJECTS (HOURLY) GIS SPECIAL PROJECTS (HOURLY)	368.75 62.50
Total :						431.25
218026	3/21/2024	000917 LABELLE MARVIN, INC.	25586		CIP 057-2, CONST. ADMIN./INSPECT	31,636.50
Total :						31,636.50
218027	3/21/2024	000588 MANPOWER	5127452		ADMINISTRATIVE ASSITANT W/E 03/17/24	1,301.25
Total :						1,301.25
218028	3/21/2024	001652 MARK THOMAS & COMPANY INC.	50572	0000510	DESIGN SERVICES	4,952.65
Total :						4,952.65
218029	3/21/2024	001932 MIKE'S PREMIUM JUMPERS LLC	24343229		EGGSTRAVAGANZA: INFLATABLE RENTAL	746.99
Total :						746.99
218030	3/21/2024	001107 PLACEWORKS	83172 83212 83213		FEB 2024 CONTRACTUAL SVC - GP UPDATE/EIR FEB 2024 CONTRACTUAL SVC - PROJECT RELAT FEB 2024 CONTRACTUAL SVC - PROJECT RELAT	116,907.89 330.00 5,680.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218030	3/21/2024	001107001107 PLACEWORKS			(Continued)	Total : 122,917.89
218031	3/21/2024	000526 PRINT POSTAL	17108		A/P WINDOW ENVELOPES	337.13
						Total : 337.13
218032	3/21/2024	002202 PURE IMAGINATION PARTY COMPANY	4114		EGGSTRAVAGANZA: EASTER BUNNY & HOST	490.00
						Total : 490.00
218033	3/21/2024	002201 RIVERSIDE OFFICE OF EDUCATION	30624		MPT DEPHILIPPO'S ATTENDACE TO THE 2024 S	55.00
						Total : 55.00
218034	3/21/2024	001807 ROGERS, ANDERSON, MALODY &, SCOT 74469			FEBRUARY 2024 FOR FY22/23	23,500.00
						Total : 23,500.00
218035	3/21/2024	001101 SIGNS BY TOMORROW	32013		1 3/16" FOAMCORE	261.66
						Total : 261.66
218036	3/21/2024	001393 SOCALGAS	31224		02/07/24-03/08/24 GAS - FIRE DEPT 32637	115.37
						Total : 115.37
218037	3/21/2024	001021 SPICER CONSULTING GROUP	1479		FY 23/24 ANNUAL ADMIN LLMD89-1-C	4,154.18
						Total : 4,154.18
218038	3/21/2024	000242 SWRCB	WD-0262990		ANNUAL PERMIT FEE 07/01/23-06/30/24	2,509.00
						Total : 2,509.00
218039	3/21/2024	000437 VERIZON WIRELESS	995731122		02/03/24-03/22/24 DATA INT CHRG 9239	1,076.43
			9957311423		02/03/24-03/22/24 DATA INTERNET CHRG 619	40.01
						Total : 1,116.44
24 Vouchers for bank code : wf						Bank total : 215,497.45
24 Vouchers in this report						Total vouchers : 215,497.45

Bank code : wf

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

Voucher List
City of Wildomar

Page: **1**

03/28/2024 2:45:54PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218041	3/28/2024	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020109462	0000473	02/01/24-02/29/24 SECURITY PATROL	8,398.88
Total :						8,398.88
218042	3/28/2024	000031 AFLAC, REMITTANCE PROCESSING, CEN	278426		MAR 2024 CITY COUNCIL MEDICAL INS. BENEF	1,350.63
Total :						1,350.63
218043	3/28/2024	000846 AIR EXCHANGE, INC.	91611403 91611462		MAINTENANCE AT FS61 MAINTENANCE AT FS61	1,203.24 585.00
Total :						1,788.24
218044	3/28/2024	001330 BMW MOTORCYCLES OF RIVERSIDE	C18861	0000502	2024 BMW R1250RTP SHERIFF MOTORCYCLE	37,421.77
Total :						37,421.77
218045	3/28/2024	000493 COAST RECREATION, INC.	15686		PARKS DEPT SUPPLIES	4,878.94
Total :						4,878.94
218046	3/28/2024	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	235305 235305	S	FIRE PROTECTION SERVICES 10/01/23-12/31/ FIRE PROTECTION SERVICES 10/01/23-12/31/	1,105,008.46 -26,403.09
Total :						1,078,605.37
218047	3/28/2024	000035 COUNTY OF RIVERSIDE, TLMA	TL0000017239		FEB 2024 SLF COSTS FY23/24	799.04
Total :						799.04
218048	3/28/2024	001429 DANIEL PEST CONTROL	24-104		FEB 2024 PEST CONTROL - MARNA O'BRIEN	500.00
Total :						500.00
218049	3/28/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	644097A		PEST CONTROL MARNA (03/08/24)	27.50
Total :						27.50
218050	3/28/2024	000027 DIRECT TV	082317220X240313		03/12/24-04/01/24 CABLE SERVICES - CITY	175.24
Total :						175.24
218051	3/28/2024	000022 EDISON	031824-3767 031824-5249		02/15/24-03/17/24 31160 CLINTON KEITH RD 02/15/24-03/17/24 32975 WILLOW BAY RD	13.26 34.06

Voucher List
City of Wildomar

Page: 2

03/28/2024 2:45:54PM

Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218051	3/28/2024	000022 EDISON	(Continued)			
			031824-7633		02/15/24-03/17/24 32975 WILLOW BAY RD TC	103.96
			031924-7151		02/13/24-03/13/24 ELECTRIC - TRAFFIC CON	6,622.88
					Total :	6,774.16
218052	3/28/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER C	12879206		02/08/24-03/08/24 WATER ZONE 71 LOC 01	116.84
			12879403		02/08/24-03/08/24 WATER 32637 GRUWELL-FS	505.61
			12879485		02/08/24-03/08/24 WATER MARNA O'BRIEN	469.83
			12884209		02/10/24-03/10/24 WATER ZONE 3 LOC 7 M1	60.36
			12884222		02/10/24-03/10/24 WATER HERITAGE PK (AUT	188.66
			12887491		02/11/24-03/11/24 WATER ZONE 3 LOC 25 M1	193.14
			12887492		02/11/24-03/11/24 WATER ZONE 3 LOC 25 M2	299.89
			12889261		02/11/24-03/11/24 WATER ZONE 3 LOC 24 M1	116.84
			12890429		02/11/24-03/11/24 WATER CFD 2013-1, ZONE	60.36
			12890589		02/11/24-03/11/24 WATER MALAGA GATEWAY P	110.35
					Total :	2,121.88
218053	3/28/2024	001450 FRANCHISE TAX BOARD	32824		WITHOLDING ORDER - S STANTON	50.00
					Total :	50.00
218054	3/28/2024	001325 GEOCON WEST, INC.	724020411		CIP 057-2 CONTRACTUAL SVC THROUGH 02/25/	1,342.50
					Total :	1,342.50
218055	3/28/2024	001743 GOPHER SQUAD	000548	0000501	GOPHER TREATMENT	985.00
					Total :	985.00
218056	3/28/2024	001603 HONOR PLUMBING	520		SERVICE - MARNA OBRIEN RESTROOM	275.00
					Total :	275.00
218057	3/28/2024	000499 INLAND EMPIRE LANDSCAPE INC	42740		FEB 2024 LANDSCAPE MARNA O'BRIEN PARK	9,867.40
					Total :	9,867.40

Voucher List
City of Wildomar

Page: **3**

03/28/2024 2:45:54PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218058	3/28/2024	000304 JOE A. GONSALVES & SON	161510	0000522	MAR 2024 PROF. CONTRACTUAL LEGISLATIVE A	3,000.00
Total :						3,000.00
218059	3/28/2024	001652 MARK THOMAS & COMPANY INC.	49380	0000510	DESIGN SERVICES	5,364.50
			49870	0000510	DESIGN SERVICES	10,295.82
Total :						15,660.32
218060	3/28/2024	001107 PLACEWORKS	83094		FEB 2024 PROF. SVCS. - 27 ACRE PARK CIP	504.90
			83099		FEB 2024 PROF. SVCS. - CIP 099 20-ACRE P	7,163.81
Total :						7,668.71
218061	3/28/2024	000169 PRESENT A PLAQUE LLC	1608		POCKET PLAQUES	154.14
Total :						154.14
218062	3/28/2024	000186 RIGHTWAY	377474		RESTROOM FACILITY RENTAL	105.92
Total :						105.92
218063	3/28/2024	000606 RING CENTRAL	CD_000778615		MOBILE USER	25.38
Total :						25.38
218064	3/28/2024	001921 SCA OF CA, LLC	108314CS		CFD 2013-1 ZONE 2 SWEEPS	8,129.84
Total :						8,129.84
218065	3/28/2024	001021 SPICER CONSULTING GROUP	1565		CFD 2022-1 ANNEX 8 TRES LAGOS II	7,000.00
			1566		CFD 2022-1 ANNEX 10 FAITH BIBLE	7,000.00
Total :						14,000.00
218066	3/28/2024	002052 ST. FRANCIS ELECTRIC	23164128		TRAFFIC SIGNAL RESPONSE FEB 2024 ROUTINE	1,444.50
Total :						1,444.50
218067	3/28/2024	001258 SUNBELT RENTALS, INC.	149666525A		EQUIPMENT RENTAL	2,547.26
			150750662-0001		EQUIPMENT RENTAL	934.48
Total :						3,481.74
218068	3/28/2024	002160 THE BLUFFS AT HIDDEN SPRINGS,, LLC	12924		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	35,422.75
Total :						35,422.75
28 Vouchers for bank code : wf						Bank total : 1,244,454.85

Bank code : wf

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

28 Vouchers in this report

Total vouchers : 1,244,454.85

**City of Wildomar
Wire Transfer Register
3/31/2024**

ACH Date	Payee	Description	Amount
3/4/2024	Golden State Escrow	Right of Way Expenditure	\$ 127,980.00
3/4/2024	Big Easy Storage	Fleet Vehicle Storage	\$ 299.00
3/4/2024	Big Easy Storage	Fleet Vehicle Storage	\$ 299.00
3/4/2024	Big Easy Storage	Fleet Vehicle Storage	\$ 299.00
3/15/2024	Frontier Communications	Monthly Phone and Internet Services	\$ 65.98
3/15/2024	Viasat, Inc.	Cemetery Phone and Internet	\$ 176.85
3/15/2024	Viasat, Inc.	Cemetery Phone and Internet	\$ 416.85
3/19/2024	Frontier Communications	Monthly Phone and Internet Services	\$ 149.99
3/19/2024	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	\$ 16,427.99
3/20/2024	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	\$ 5,645.98
3/26/2024	Frontier Communications	Monthly Phone and Internet Services	\$ 56.65
3/26/2024	Frontier Communications	Monthly Phone and Internet Services	\$ 572.54
TOTAL			<u><u>\$ 152,389.83</u></u>

**City of Wildomar
Payroll Warrant Register
4/1/2024**

ACH Date	Payee	Description	Amount
3/14/2024	Heartland Payroll	1/13/2024-1/26/2024	\$ 117,309.70
3/28/2024	Heartland Payroll	1/27/2024-2/9/2024	\$ 117,978.21
4/1/2024	Heartland Payroll	2/1/2024-2/29/2024	\$ 1,619.79
TOTAL			\$ 236,907.70



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: April 10, 2024

SUBJECT: February 2024 City Treasurer's Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:

Approve the Treasurer's Report for February 2024.

SUMMARY:

February 2024 City Treasurer's Report

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of February 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:

[February 2024 City Treasurer's Report](#)

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
February 2024**

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
AII	AII	WELLS FARGO	\$ 6,261,945.74	\$ 4,160,750.33	(2,745,683.13)	\$ 7,677,012.94	5.19200%
		TOTAL	\$ 6,261,945.74	\$ 4,160,750.33	(2,745,683.13)	\$ 7,677,012.94	

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	4.122%
Various	CAMP POOL	\$ 11,984,293.37	\$ 11,984,293.37	\$ 11,984,293.37	34.72%	0	5.500%
Various	CAMP MANAGED ACCOUNT	\$ 17,479,704.32	\$ 17,479,704.32	\$ 17,583,986.42	50.95%	823	4.880%
	TOTAL	\$ 34,409,553.39	\$ 34,409,553.39	\$ 34,513,835.49	100.00%		

CITY **TOTAL CASH AND INVESTMENTS** **\$ 42,086,566.33**

BREAKDOWN

FUND	ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	\$ 4,945,555.70	\$ 0.00	\$ 0.00	\$ 4,945,555.70	4.122%
100	General	CAMP POOL	\$ 4,862,409.07	\$ 0.00	\$ 21,200.93	\$ 4,883,610.00	5.500%
115	ARPA	CAMP POOL	\$ 2,045,655.19	\$ 0.00	\$ 8,919.40	\$ 2,054,574.59	5.500%
120	AA	CAMP POOL	\$ 2,543,524.06	\$ 0.00	\$ 11,090.20	\$ 2,554,614.25	5.500%
461	DIF Park Imp	CAMP POOL	\$ 2,064,257.08	\$ 0.00	\$ 9,000.51	\$ 2,073,257.59	5.500%
301	ENDWMNT	CAMP POOL	\$ 416,421.27	\$ 0.00	\$ 1,815.67	\$ 418,236.94	5.500%
100	General	CAMP MANAGED ACCOUNT	\$ 6,094,023.29	\$ 0.00	\$ 16,309.37	\$ 6,110,332.66	4.880%
110	DEVAG	CAMP MANAGED ACCOUNT	\$ 495,756.52	\$ 0.00	\$ 1,324.46	\$ 497,080.98	4.880%
120	AA	CAMP MANAGED ACCOUNT	\$ 6,196,540.88	\$ 0.00	\$ 16,558.39	\$ 6,213,099.27	4.880%
212	WASTE	CAMP MANAGED ACCOUNT	\$ 1,027,164.66	\$ 0.00	\$ 2,744.23	\$ 1,029,908.89	4.880%
300	CEM	CAMP MANAGED ACCOUNT	\$ 1,027,164.66	\$ 0.00	\$ 2,744.23	\$ 1,029,908.89	4.880%
440	DIF Roads	CAMP MANAGED ACCOUNT	\$ 2,592,447.06	\$ 0.00	\$ 6,926.56	\$ 2,599,373.62	4.880%
	TOTAL	\$ 34,310,919.44	\$ 0.00	\$ 98,633.95	\$ 0.00	\$ 34,409,553.39	

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

3/11/2024

Date



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: April 10, 2024

SUBJECT: Agreement with the US Department of Transportation (USDOT)/Federal Highway Administration (FHWA) for the Sedco Boulevard Roadway Safety Improvements Project (CIP 096)

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna

ACTION:

Authorize the City Manager to execute the FY 22 Safe Streets and Roads for All (SS4A) Implementation Plan Grant Award Agreement with FHWA for \$2,218,531.02 in Federal funding, upon the agreement being finalized by USDOT/FHWA.

SUMMARY:

Consideration of a grant agreement with the US Department of Transportation (USDOT)/Federal Highway Administration (FHWA) for grant funding for the Sedco Boulevard Roadway Safety Improvements Project.

BACKGROUND:

The Safe Streets and Roads for All (SS4A) Grant is a federal grant program through the US Department of Transportation (USDOT). The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The City submitted an SS4A grant funding application for the Sedco Boulevard Roadway Safety Improvements Project (Project), a recommended project that was identified in the City's Mobility Plan/Active Transportation Plan, on September 15, 2022. The City was notified by the Federal Highway Administration (FHWA) of a grant award for the Project on January 31, 2023. The total estimated Project cost is \$2,818,164. The City was awarded \$2,218,531 in Federal funds from the grant program, with a local matching contribution of \$599,633.

DISCUSSION:

As part of the grant award process, the City must execute a grant agreement (Attachment 1)

with the FHWA. Once the grant agreement is approved by FHWA, the City will issue an RFP to hire an engineering firm that has experience in transportation safety and traffic operations to assist in developing improvement plans for Sedco Boulevard. Project deliverables for CIP 096 include creating dedicated bicycle lanes, traffic circles/roundabouts, sidewalks, landscaped medians, and high visibility crossings along Sedco Boulevard. CIP 096 will also tie into previous CIP projects completed in the same area, including the Mission Trail/Sedco Sidewalk Phases I & II (CIP 044-1, 044-2) projects completed in 2020.

Once the grant agreement is executed between the City and FHWA, the City will have five (5) years to construct the Project. The PS&E phase of the project is estimated to take two years, with the remaining three years available for completing the construction phase.

Staff recommends that the City Council authorize the City Manager to execute the grant agreement in Attachment 1 once it has been finalized by the FHWA.

FISCAL IMPACT:

The Project is included in the approved 5-Year Capital Improvement Program (CIP) and the approved FY 23/24 budget. A copy of the CIP Detail Sheet for the Project is included as Attachment 2. No additional funds are needed at this time.

There is no impact to the General Fund.

ATTACHMENTS:

- 1 - SS4A FY22 Grant Agreement Final Draft (CIP 096)
- 2 - Project Detail Sheet (CIP 096)

- | | | | |
|---|------|---|------|
| RECIPIENT | | FEDERAL HIGHWAY ADMINISTRATION | |
| 16. Signature of Person Authorized to Sign | | 17. Signature of Agreement Officer | |
| <hr/> | | <hr/> | |
| Signature | Date | Signature | Date |
| Name: Daniel A. York | | Name: | |
| Title: City Manager | | Title: Agreement Officer | |

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Wildomar (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Sedco Boulevard Roadway Safety Improvements Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated August 1, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Sedco Boulevard Roadway Safety Improvements Project

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$2,218,531

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase of the Project	Allocation of the SS4A Grant	Obligation Condition
1. Preconstruction - Plans, Specifications, and Estimates (PS&E) Right of Way Environmental (NEPA)	\$218,531	

Obligation Condition Table		
Phase of the Project	Allocation of the SS4A Grant	Obligation Condition
2. Construction	\$2,000,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Award Dates.

Period of Performance End Date: July 1, 2029

2.5 Budget Period

Option Phase 1 Budget Period End Date: July 1, 2026

Option Phase 2 Budget Period End Date: July 1, 2029

2.6 Action Plan Grant or Implementation Grant Designation.

Designation: Implementation

2.7 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in two phases as follows:

Option Phase 1: Preconstruction

Plans, Specifications, and Estimates (PS&E), Right of Way, and Environmental (NEPA)

Option Phase 2: Construction:

This project will construct infrastructure improvements in the City of Wildomar's most disadvantaged neighborhood by adding bicycle lanes adjacent to vehicle travel lanes, improving sidewalks, and installing marked crosswalks and three roundabouts along a 0.19-mile segment that links two planned bicycle corridors. The roundabout installations will function as a traffic calming measure to encourage slower speeds and further support multimodal mobility. The improvements will increase visibility and accessibility for cyclists and pedestrians and reduce collisions.

3.2 Project's Estimated Schedule.

IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION

Milestone	Schedule Date
Planned NEPA Completion Date:	July 1, 2026
Planned Construction Start Date	July 1, 2027
Planned Construction Substantial Completion and Open to Public Use Date:	July 1, 2028

IMPLEMENTATION SCHEDULE NON-CONSTRUCTION

Milestone	Schedule Date
Planned NEPA Completion Date:	July 1, 2026
Planned Activity Completion Date:	July 1, 2029

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$2,218,531.02
Other Federal Funds::	0
State Funds:	0
Local Funds:	\$554,632.75
In-Kind Match:	0
Other Funds:	0
Total Eligible Project Cost:	\$2,773,163.77

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$218,531.02	\$0.00	\$218,531.02

Construction	\$2,000,000.00	\$554,632.75	\$2,554,632.75
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$0.00	\$0.00	\$2,773,163.77

(c) Cost Classification Table -Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$218,531.02	0	\$218,531.02
Construction	\$2,354,632.75	0	\$1,800,00.00
Contingency	\$200,000	0	\$200,000
Project Total	\$2,773,163.77	0	\$2,218,531.02

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

MBBTL193MHQ1

4.2 Recipient Contact(s).

Jason Farag
Public Works Director
City of Wildomar
23873 Clinton Keith Road Suite 110
951-677-7751x219
jfarag@cityofwildomar.org

4.3 Recipient Key Personnel.

Name	Title or Position
Daniel York	City Manager
Cameron Luna	Associate Engineer
Terri Abercrombie	Senior Management Analyst

4.4 USDOT Project Contact(s).

[enter name]

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590

[enter telephone]

[enter email address]

and

[enter name]

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590

[enter telephone]

[enter email address]

and

[enter name]

Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590

[enter telephone]

[enter email]

and

[enter name]

Agreement Officer's Representative (AOR)

[enter job title]

[enter office]

[enter address]

[enter telephone]

[email address]

and

[enter name]

[enter State] Division Office Point of Contact

[enter job title]

[enter address]

[enter telephone]

[email address]

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: **[INSERT NAME]**

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6

SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.4** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Sedco Boulevard, from Mission Trail to Lakeview Terrace

Baseline Measurement Date: March 1, 2026

Baseline Report Date: May 1, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and at the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and at the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and at the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of	End of period of performance

Measure	Category and Description	Measurement Frequency
	sidewalks installed, number of pedestrian crossings upgraded, etc.)	
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	End of period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: There are no changes in scope

Schedule: The table below provides a summary comparison of the project Schedule.

Insert Table

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	\$2,218,531.02	80%		
Other Federal Funds				
Non-Federal Funds	\$554,632.75	20%		
Total Future Eligible Project Costs	\$2,773,163.77			
Total Project Costs	\$2,773,163.77			

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The components selected for this project are with a 74-percent majority emphasis on equity prioritization to ensure fairness in mobility and accessibility to meet the needs of disadvantaged community members.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
X	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

X	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City of Wildomar is located within the County of Riverside. The components selected for this project support the County's Climate Action Plan, adopted in 2015 and last updated in 2019, to help meet green greenhouse gas reduction targets for 2030 and 2050. These components include active transportation infrastructure such as bikeways and a pedestrian facility which provide multi modal connectivity as an alternative to the utilization of air pollution emitting vehicles. Construction will utilize recycled-tire rubber products where feasible, such as asphalt rubber hot mix (ARHM) in accordance with the City's Recycled-Tire Rubber Product Procurement Policy.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City will adopt California’s Local Program Procedures to provide equal opportunities for construction projects. The project will include contract language relating to equal employment opportunity and goal requirements of EO 11246 and will monitor the contract to ensure compliance with the requirements.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
x	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

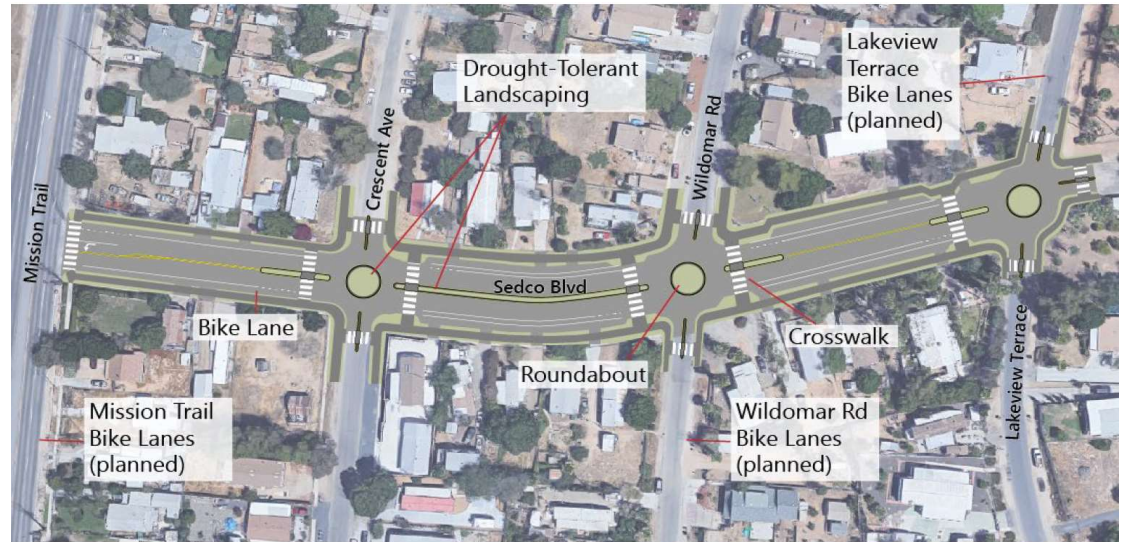
The project will comply with 2 CFR 200.216 and will prohibit certain telecommunications and video surveillance services and equipment in the project by including these terms in the construction specifications.

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	Sedco Boulevard Roadway Safety Improvements Project	CIP NO.:	096	DEPT:	Public Works
LOCATION:	Sedco Blvd between Mission Trail and Lakeview Terrace	CATEGORY:	Trans. (Roads)	MANAGER:	Unassigned
INITIATED:	FY 23/24				

PROJECT DESCRIPTION AND EXHIBIT

The proposed project will add Class II bike lanes, crosswalks, and roundabouts along a 0.19-mile segment of Sedco Boulevard between Mission Trail and Lakeview Terrace. The project site is located in the Sedco Hills neighborhood of the City. The Sedco Boulevard Roadway Safety Improvements project is intended to increase the usage of alternative travel modes. The project is planned to include landscaping in the medians and centers of roundabouts. The project seeks to increase mobility and expand connectivity by serving as a vital link in the City of Wildomar's proposed Active Transportation network.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	\$ 20,000				\$ 20,000	\$ -	\$ -	\$ -	\$ -
Design/PS&E	110,000				80,000	30,000	-	-	-
Right-of-Way	50,000					50,000	-	-	-
Construction	2,438,164				-	-	2,438,164	-	-
Const Admin/Inspect.	200,000				-	-	200,000	-	-
Total Cost:	\$ 2,818,164				\$ 100,000	\$ 80,000	\$ 2,638,164	\$ -	\$ -
FUNDING SOURCES									
201 - Measure A	\$ 330,000				\$ 100,000	\$ 80,000	\$ 150,000	\$ -	\$ -
508 - Local Grants	2,218,531				-	-	2,218,531	-	-
120 - Measure AA	269,633				-	-	269,633	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: April 10, 2024

SUBJECT: Vacation of Right-of-Way for Bayless Road adjacent to the Faith Bible Church Project (Project No. 19-0179)

SUBMITTED BY: Jason Farag

PREPARED BY: Ninette Eva

ACTION:

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, VACATING THE RIGHT-OF-WAY FOR BAYLESS ROAD FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES, MADE BY INSTRUMENT NUMBER 2021-0339322, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SUMMARY:

The City will vacate the right-of-way on Bayless Road to allow the road to function as a private road until such time that the City is prepared to accept the road for public use. The Developer has prepared an irrevocable offer of dedication to be recorded after the right-of-way is vacated, to allow the City to accept the right-of-way at any time for use as a public roadway.

BACKGROUND:

The conditions of approval for the Faith Bible Church Project indicate the following:

- *"Prior to issuance of the first building permit, Applicant shall record an irrevocable offer of dedication for a 66-foot public right of way for Bayless Road starting at the intersection of Glazebrook Road and Depasqualle Road, continuing westerly, then northerly and terminating at the north property line as shown on the approved Plot Plan. Initially, said offer of dedication shall not be accepted and shall operate as a private road for this project. The City shall have the option of accepting this offer of dedication at any time for use as a public roadway."*

The Applicant/Developer (Faith Bible Church) complied with this condition by dedicating an

Easement Deed to the City of Wildomar for a public road easement, 66 feet in width. This Easement Deed was accepted by the City and was recorded on June 3, 2021 as Instrument No. 2021-0339322 (Attachment 1). The right-of-way is located on Bayless Road, from the intersection of Glazebrook Road and Depasqualle Road to the northern end of the Faith Bible Church property or APN 376-410-030, within the City of Wildomar.

DISCUSSION:

The Developer was not conditioned to improve the roadway as part of their Project and at this time, the accepted right-of-way does not connect to any other existing roadway to the north, does not have any public improvements requiring maintenance, and only serves the Faith Bible Church property. Therefore, there is no need for the City to have the right-of-way at this time. To conform to the condition of approval and allow the road to operate as a private road for this project, the right-of-way will need to be vacated back to the Developer. However, the Developer will still be required to prepare and record a new irrevocable offer of dedication for the 66 feet of right-of-way on Bayless Road (Attachment 2). As stated in the project's conditions of approval, this new offer of dedication will not be accepted by the City at this time. However, the City will have the option of accepting this offer of dedication at any time in the future for use as a public roadway.

California Streets and Highways Code (SHC), Division 9, Part 3, Chapter 4 (Summary Vacation) Section 8334 (a) allows the City's legislative body to summarily vacate an excess Right-of-Way of a street or highway not required for street or highway purposes.

FISCAL IMPACT:

There are no fiscal impacts to the City as this time. At such time that the new irrevocable offer of dedication is accepted by the City into the City maintained road system, the City will be responsible for the maintenance of the right-of-way.

ATTACHMENTS:

[Resolution](#)

[1 - Easement Deed Instrument No. 2021-0339322](#)

[2 - Irrevocable Offer of Dedication for Bayless Rd.](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, VACATING THE RIGHT-OF-WAY FOR BAYLESS ROAD FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES, MADE BY INSTRUMENT NUMBER 2021-0339322, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

WHEREAS, a right-of-way for public road purposes, including public utility and public service uses, for Bayless Road was recorded on June 3, 2021 as document number 2021-0339322; and

WHEREAS, the City desires to vacate the right-of-way dedication for Bayless Road in document number 2021-0339322 based on the following facts: (a) the right-of-way to be vacated is not necessary for public street or highway purposes, (b) the right-of-way to be vacated is located entirely within the property owned by a single owner, and (c) the underlying property owner intends to restrict public access over and across the right-of-way to be vacated; and

WHEREAS, this resolution is adopted pursuant to California Streets and Highways Code (SHC), Division 9, Part 3, Chapter 4 (Summary Vacation) commencing with Section 8330.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council that:

1. The recitals stated above are true and correct and incorporated herein as a substantive part of this Resolution.
2. From and after the date this resolution is recorded, the right-of-way recorded in Document No. 2021-0339322 shown in Exhibit "A" to this resolution is terminated and shall not constitute a street right-of-way easement.
3. The City Council certifies that all entities, if any, having any right, title, or interest in the public utility and public service easement being vacated have been notified of this action.
4. After the resolution is adopted, the City Clerk shall record a certified copy of the resolution.

PASSED, APPROVED, AND ADOPTED this 10th day of April, 2024

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

EXHIBIT "A"

DOC # 2021-0339322

06/03/2021 03:16 PM Fees: \$0.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:

CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:

CITY OF WILDOMAR

ATTN: CITY CLERK

23873 CLINTON KEITH RD.

WILDOMAR, CA 92595

ORDER NO. 00076924-993-SD2

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: SOPHIA #466

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 376-410-024 & 376-410-002

TRA: 025-007

EASEMENT DEED

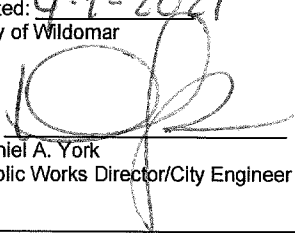
Documentary Transfer Tax: \$0.00

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

Certificate of Acceptance of Easement
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed dated March 30, 2021, from FAITH BIBLE CHURCH – MURRIETA, a California nonprofit corporation, to the CITY OF WILDOMAR, a municipal corporation, is hereby accepted for the dedicated purposes by the undersigned officer on behalf of the City Council pursuant to the authority contained in City Municipal Code Section 12.04 and the Grantee consents to the recordation thereof by its duly authorized officer. Said road shall not become part of the City Maintained Road System until accepted by resolution of the City Council adopted pursuant to Section 941 of the Streets and Highways Code.

Dated: 4-1-2021
City of Wildomar

By: 
Daniel A. York
Public Works Director/City Engineer

NO FEE DOCUMENT

Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

The Above Space For Recorder's Use Only

Project Name: Faith Bible Church
Project No.: 19-0179 (PP 17-0111)
APNs: 376-410-024, 376-410-002

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EASEMENT DEED

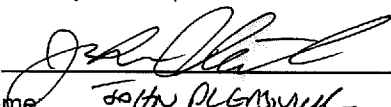
FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **FAITH BIBLE CHURCH – MURRIETA**, a California nonprofit corporation hereinafter referred to as "Grantor", hereby grants and conveys to the **CITY OF WILDOMAR**, a municipal corporation, hereinafter referred to as "Grantee", its successors and assigns, a perpetual public right-of-way easement for street, utility and drainage purposes including but not limited to public use, operation, construction, repair, inspection, maintenance and all uses incidental thereto, over, upon, under and across that real property situated in the City of Wildomar, County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof, hereinafter referred to as "Easement Area".

Said Public Right-of-Way to be known as Bayless Road.

Executed this 30 day of MARCH, 2021

GRANTOR:

By: **FAITH BIBLE CHURCH – MURRIETA**,
a California nonprofit corporation

By: 
Print Name: JOHN PLUMB
Title: CFO

By: 
Print Name: SHAWN FARRELL
Title: PRESIDENT

EXHIBIT "A"
LEGAL DESCRIPTION
PRIVATE STREET AND PUBLIC UTILITY DEDICATION

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, being described as follows:

COMMENCING at the Center of said Section 36, as shown of that certain Record of Survey filed in Book 139, Page 48, of Records of Survey, in the Office of the County Recorder of said Riverside County.

Thence along the northerly line of said southwest quarter South $88^{\circ}53'23''$ West 631.64 feet to the **TRUE POINT OF BEGINNING**.

Thence continuing along said northerly line South $88^{\circ}53'23''$ West 66.00 feet;

Thence leaving said line South $01^{\circ}06'37''$ East 220.92 feet to the beginning of a tangent curve concave easterly, having a radius of 333.00 feet;

Thence southerly 219.80 feet along said curve through a central angle of $37^{\circ}49'09''$;

Thence South $38^{\circ}55'46''$ East 315.24 feet;

Thence South $41^{\circ}45'42''$ East 80.29 feet to the beginning of a tangent curve concave southwesterly, having a radius of 100.00 feet;

Thence southerly 17.71 feet along said curve through a central angle of $10^{\circ}08'58''$;

Thence South $31^{\circ}36'44''$ East 41.12 feet to the beginning of a tangent curve concave northerly, having a radius of 76.00 feet;

Thence easterly 142.55 feet along said curve through a central angle of $107^{\circ}28'00''$;

Thence North $40^{\circ}55'16''$ East 41.12 feet to the beginning of a tangent curve concave southeasterly, having a radius of 100.00 feet

Thence easterly 17.71 feet along said curve through a central angle of $10^{\circ}08'58''$;

Thence North $51^{\circ}04'14''$ East 7.41 feet to the beginning of a tangent curve concave southerly, having a radius of 267.00 feet;

Thence easterly 170.12 feet along said curve through a central angle of $36^{\circ}30'22''$;

Thence South $49^{\circ}29'42''$ East 33.77 feet to a point on the easterly line of said northeasterly one-quarter of said Section 36;

Thence along said easterly line North $01^{\circ}07'32''$ West 88.50 feet;

Thence leaving said easterly line South $88^{\circ}52'28''$ West 20.09 feet to the beginning of a non-tangent curve concave southerly, having a radius of 333.00 feet, a radial line to said curve bears North $01^{\circ}16'45''$ West;

Thence westerly 218.82 feet along said curve through a central angle of $37^{\circ}39'01''$;

Thence South $51^{\circ}04'14''$ West 55.10 feet to the beginning of a tangent curve concave northerly, having a radius of 25.00 feet;

Thence westerly 38.03 feet along said curve through a central angle of $87^{\circ}10'04''$;

Thence North $41^{\circ}45'42''$ West 126.36 feet;

Thence North $38^{\circ}55'46''$ West 313.61 feet to the beginning of a tangent curve concave easterly, having a radius of 267.00;

Thence northerly 176.24 feet along said curve through a central angle of $37^{\circ}49'09''$;

Thence North $01^{\circ}06'37''$ West 220.92 feet to the **TRUE POINT OF BEGINNING**.

AREA: 83,397.21 SF or 1.915 Acres

As shown on Exhibit "B" attached hereto and by reference made a part hereof.

This description was prepared
by me or under my direction.

John R. Duquette Date: 12/4/20
John R. Duquette, PLS 7566

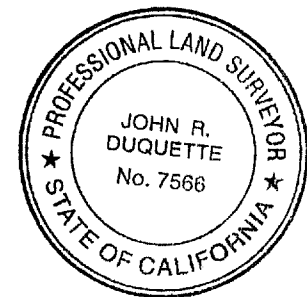
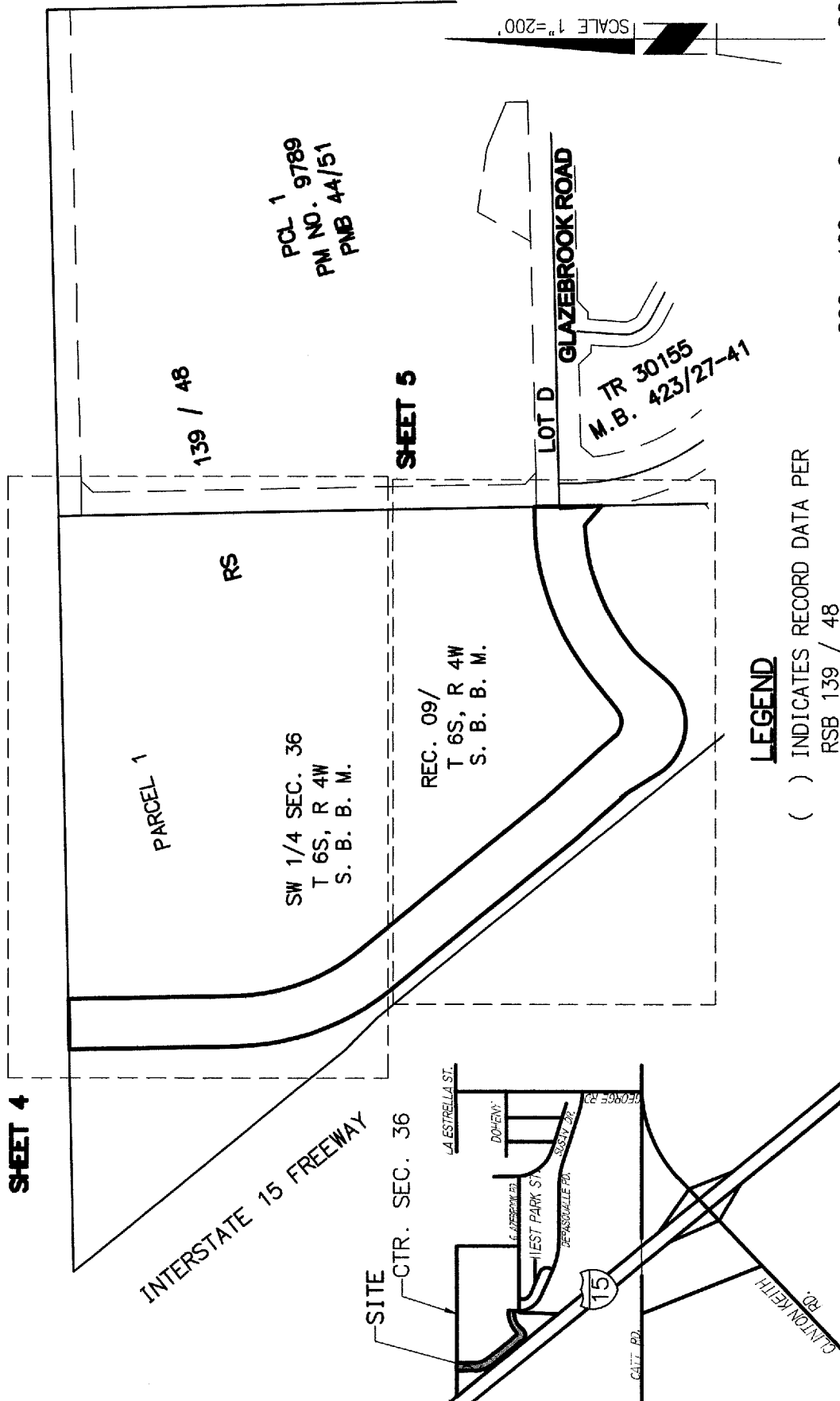


EXHIBIT "B"

PUBLIC UTILITY DEDICATION - INDEX MAP



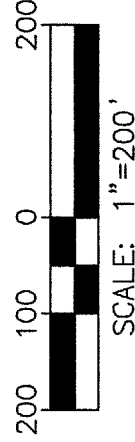
LEGEND

() INDICATES RECORD DATA PER

RSB 139 / 48

P.O.B. - POINT OF BEGINNING

P.O.T. - POINT OF TERMINATION



VICINITY MAP N.T.S.

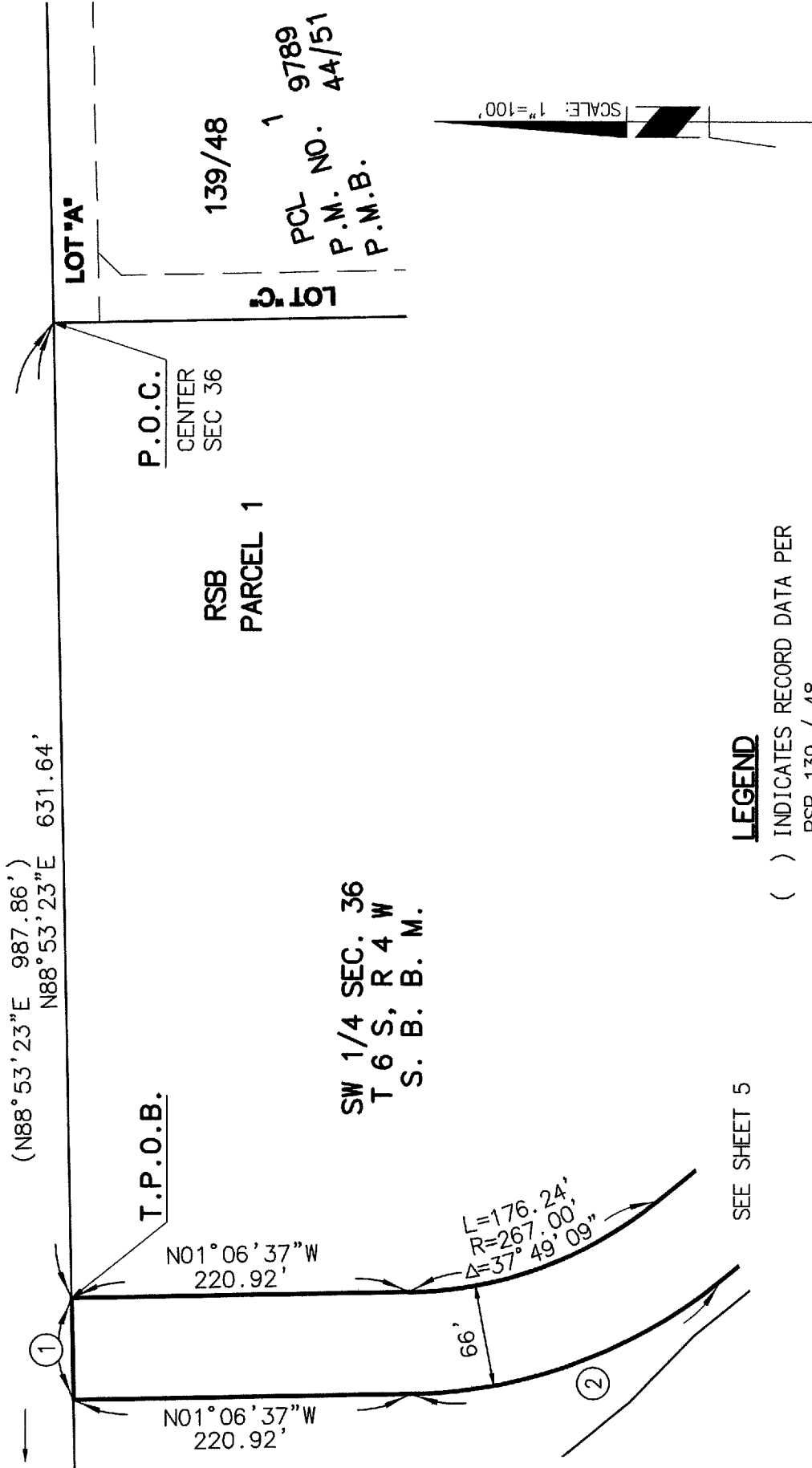
40810 County Center Drive
Temecula, CA 92591
Phone: (951) 676-8042
MBAKERINTL.COM

Michael Baker
INTERNATIONAL

DATE: 12/4/2020
SHEET 3 OF 6

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXHIBIT "B" PUBLIC UTILITY DEDICATION



SEE SHEET 6
FOR DATA TABLE

40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM

Michael Baker
INTERNATIONAL

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE: 12/4/2020
SHEET 4 OF 6

EXHIBIT "B"

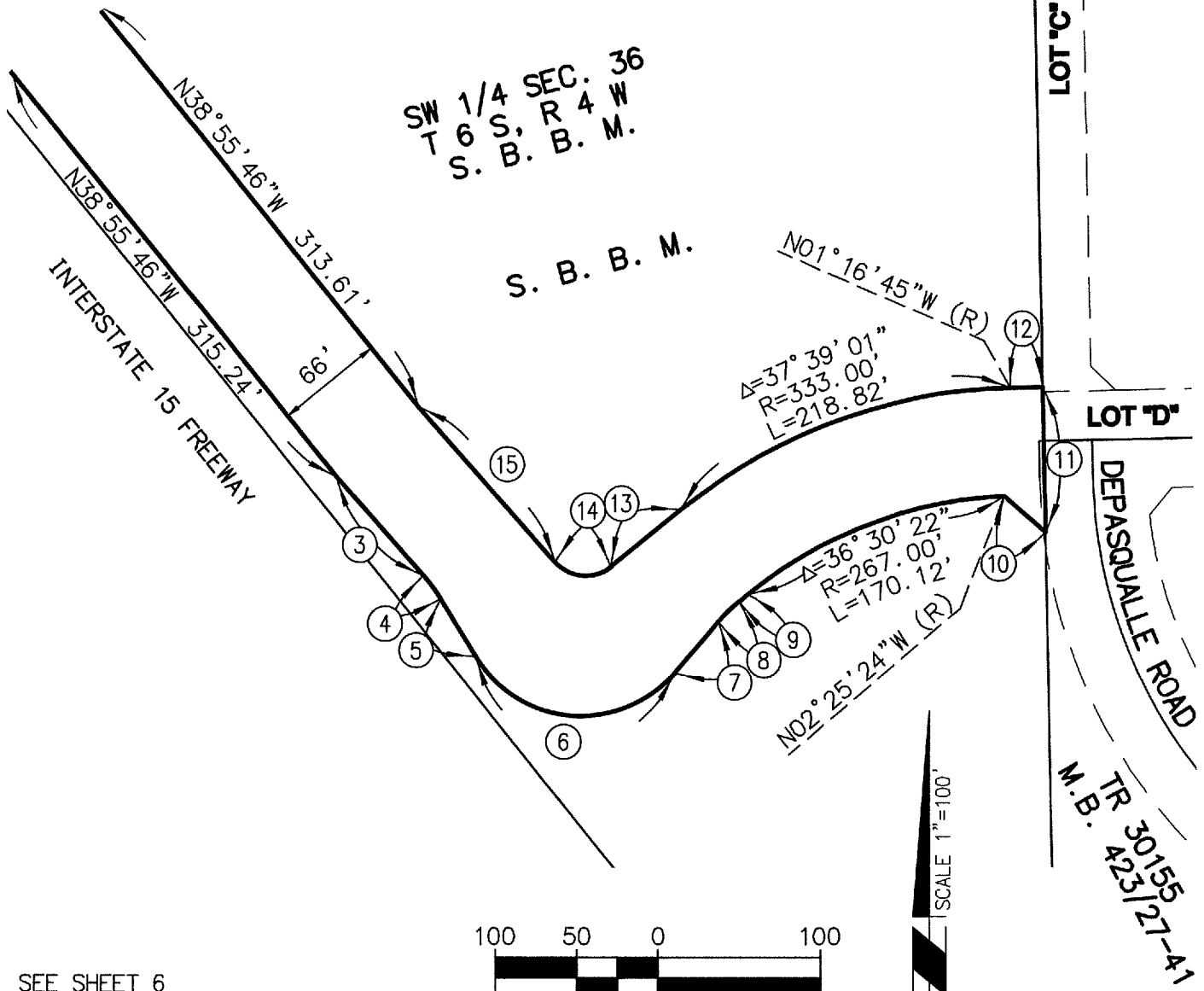
PUBLIC UTILITY DEDICATION

SEE SHEET 4

RS 139/48

SW 1/4 SEC. 36
T 6 S, R 4 W
S. B. B. M.

S. B. B. M.

SEE SHEET 6
FOR DATA TABLE**Michael Baker****INTERNATIONAL**

40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE: 12/4/20
SHEET 5 OF 6

EXHIBIT "B"

PUBLIC UTILITY DEDICATION

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N88°53'23"E	--	66.00'
2	37°49'09"	333.00'	219.80'
3	N41°45'42"W	--	80.29'
4	10°08'58"	100.00'	17.71'
5	N31°36'44"W	--	41.12'
6	107°28'00"	76.00'	142.55'
7	N40°55'16"E	--	41.12'
8	10°08'58"	100.00'	17.71'
9	N51°04'14"E	--	7.41'
10	N49°29'42"W	--	33.77'
11	N01°07'32"W	--	88.50'
12	N88°52'28"E	--	20.09'
13	N51°04'14"E	--	55.10'
14	87°10'04"	25.00'	38.03'
15	N41°45'42"W	--	126.36'

Michael Baker

40810 County Center Drive
 Temecula, CA. 92591
 Phone: (951) 676-8042
 MBAKERINTL.COM

INTERNATIONAL

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE: 12/4/20
 SHEET 6 OF 6

NO FEE DOCUMENT

Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

The Above Space For Recorder's Use Only

Project Name: Faith Bible Church
Project No.: 19-0179 (PP 17-0111)
APNs: 376-410-024, 376-410-002

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

IRREVOCABLE OFFER OF DEDICATION

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **FAITH BIBLE CHURCH – MURRIETA**, a California nonprofit corporation hereinafter referred to as “Grantor”, hereby irrevocably offers to the **CITY OF WILDOMAR**, a municipal corporation, hereinafter referred to as “Grantee”, its successors and assigns, a perpetual public right-of-way easement for street, utility and drainage purposes including but not limited to public use, operation, construction, repair, inspection, maintenance and all uses incidental thereto, over, upon, under and across that real property situated in the City of Wildomar, County of Riverside, State of California, as described in Exhibit “A” and shown in Exhibit “B”, attached hereto and made a part hereof, hereinafter referred to as “Easement Area”.

Said Public Right-of-Way to be known as Bayless Road.

Executed this ____ day of _____, 2021

GRANTOR:

By: **FAITH BIBLE CHURCH – MURRIETA**,
a California nonprofit corporation

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION

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, being described as follows:

COMMENCING at the Center of said Section 36, as shown of that certain Record of Survey filed in Book 139, Page 48, of Records of Survey, in the Office of the County Recorder of said Riverside County.

Thence along the northerly line of said southwest quarter South $88^{\circ}53'23''$ West 631.64 feet to the **TRUE POINT OF BEGINNING**.

Thence continuing along said northerly line South $88^{\circ}53'23''$ West 66.00 feet;

Thence leaving said line South $01^{\circ}06'37''$ East 220.92 feet to the beginning of a tangent curve concave easterly, having a radius of 333.00 feet;

Thence southerly 219.80 feet along said curve through a central angle of $37^{\circ}49'09''$;

Thence South $38^{\circ}55'46''$ East 315.24 feet;

Thence South $41^{\circ}45'42''$ East 80.29 feet to the beginning of a tangent curve concave southwesterly, having a radius of 100.00 feet;

Thence southerly 17.71 feet along said curve through a central angle of $10^{\circ}08'58''$;

Thence South $31^{\circ}36'44''$ East 41.12 feet to the beginning of a tangent curve concave northerly, having a radius of 76.00 feet;

Thence easterly 142.55 feet along said curve through a central angle of $107^{\circ}28'00''$;

Thence North $40^{\circ}55'16''$ East 41.12 feet to the beginning of a tangent curve concave southeasterly, having a radius of 100.00 feet

Thence easterly 17.71 feet along said curve through a central angle of $10^{\circ}08'58''$;

Thence North $51^{\circ}04'14''$ East 7.41 feet to the beginning of a tangent curve concave southerly, having a radius of 267.00 feet;

Thence easterly 170.12 feet along said curve through a central angle of $36^{\circ}30'22''$;

Thence South $49^{\circ}29'42''$ East 33.77 feet to a point on the easterly line of said northeasterly one-quarter of said Section 36;

Thence along said easterly line North $01^{\circ}07'32''$ West 88.50 feet;

Thence leaving said easterly line South 88°52'28" West 20.09 feet to the beginning of a non-tangent curve concave southerly, having a radius of 333.00 feet, a radial line to said curve bears North 01°16'45" West;

Thence westerly 218.82 feet along said curve through a central angle of 37°39'01";

Thence South 51°04'14" West 55.10 feet to the beginning of a tangent curve concave northerly, having a radius of 25.00 feet;

Thence westerly 38.03 feet along said curve through a central angle of 87°10'04";

Thence North 41°45'42" West 126.36 feet;

Thence North 38°55'46" West 313.61 feet to the beginning of a tangent curve concave easterly, having a radius of 267.00;

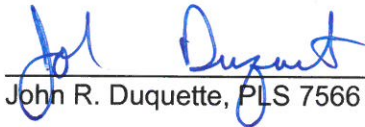
Thence northerly 176.24 feet along said curve through a central angle of 37°49'09";

Thence North 01°06'37" West 220.92 feet to the **TRUE POINT OF BEGINNING**.

AREA: 83,397.21 SF or 1.915 Acres

As shown on Exhibit "B" attached hereto and by reference made a part hereof.

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566

Date: 3/7/24

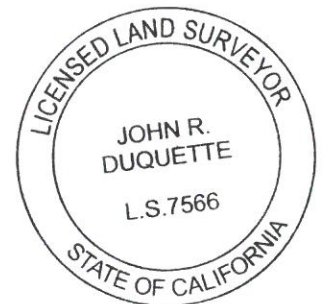
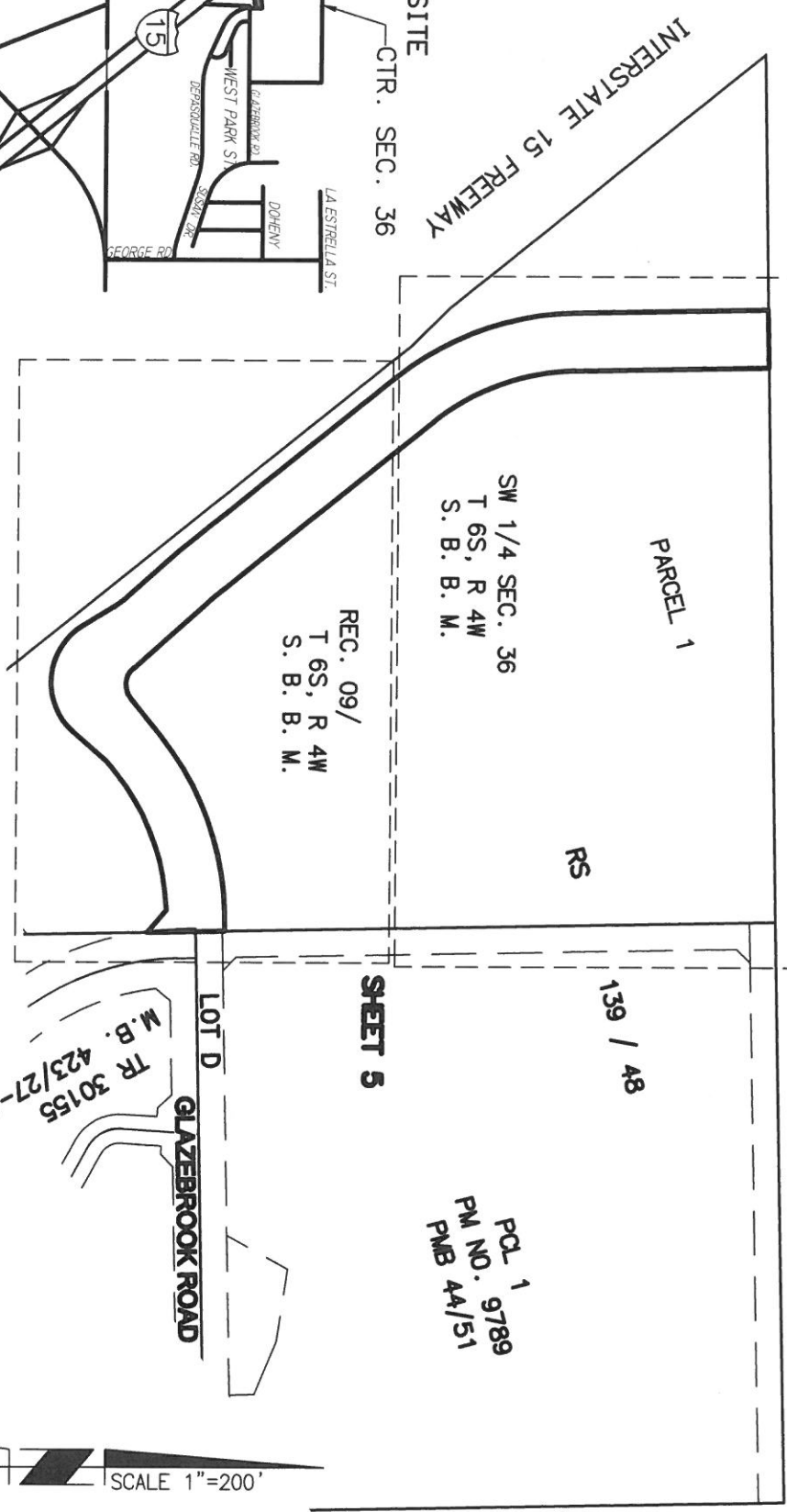
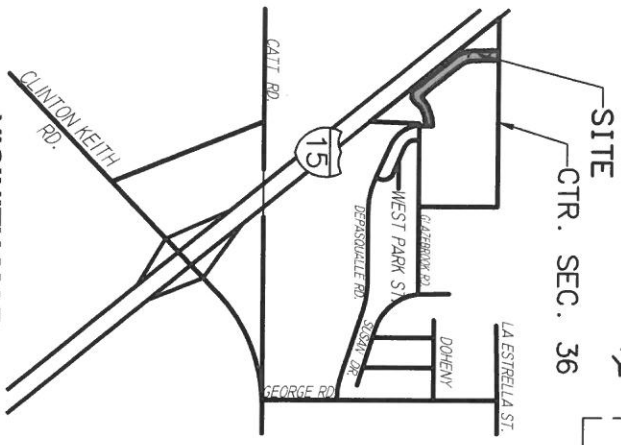


EXHIBIT "B"
IRREVOCABLE OFFER OF DEDICATION - INDEX MAP

SHEET 4



VICINITY MAP
N.T.S.



Michael Baker

INTERNATIONAL

40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM
CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
DATE: 3/7/2024
SHEET 3 OF 6

(N88°53'23"E 987.86')
 N88°53'23"E 631.64'
 N01°06'37"W 220.92'
 N01°06'37"W 220.92'
 T.P.O.B.
 P.O.C.
 RSB
 CENTER
 SEC 36
 PARCEL 1
 LOT 'A'
 LOT 'B'
 139/48
 PCL NO. 1
 P.M.B.
 9789
 44/51

SEE SHEET 5

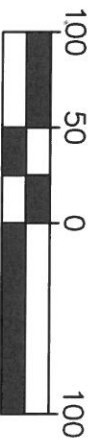
INTERNATIONAL

LEGEND

() INDICATES RECORD DATA PER
RSB 139 / 48

P.O.C. - POINT OF COMMENCEMENT

T.P.O.B. - TRUE POINT OF BEGINNING



SCALE: 1"=100'

DATE: 3/7/2024
SHEET 4 OF 6

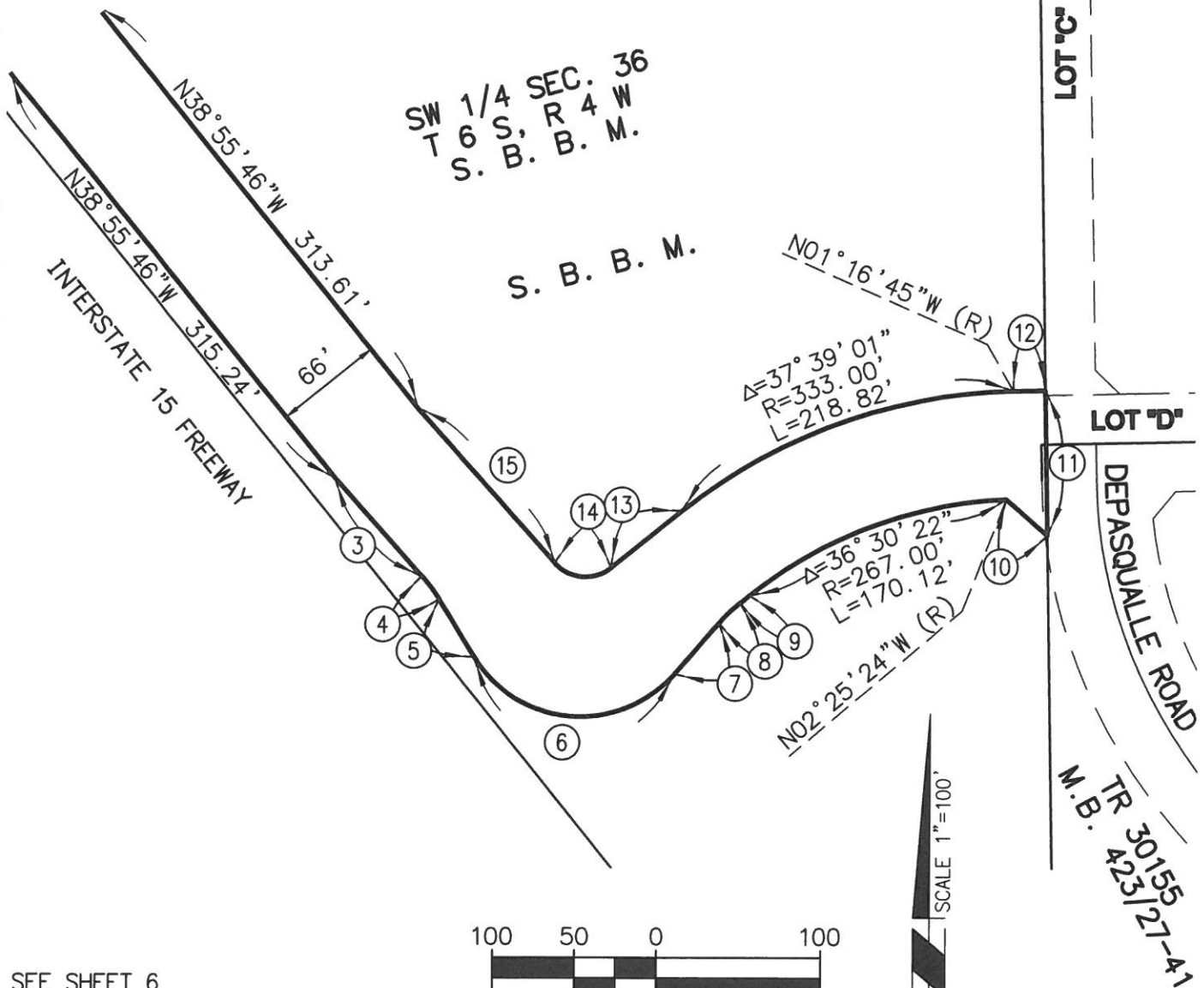
EXHIBIT "B" IRREVOCABLE OFFER OF DEDICATION

SEE SHEET 4

RS 139/48

SW 1/4 SEC. 36
T 6 S, R 4 W
S. B. B. M.

S. B. B. M.



SEE SHEET 6
FOR DATA TABLE

Michael Baker

INTERNATIONAL

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM

DATE: 3/7/2024
SHEET 5 OF 6

EXHIBIT "B"

IRREVOCABLE OFFER OF DEDICATION

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N88°53'23"E	--	66.00'
2	37°49'09"	333.00'	219.80'
3	N41°45'42"W	--	80.29'
4	10°08'58"	100.00'	17.71'
5	N31°36'44"W	--	41.12'
6	107°28'00"	76.00'	142.55'
7	N40°55'16"E	--	41.12'
8	10°08'58"	100.00'	17.71'
9	N51°04'14"E	--	7.41'
10	N49°29'42"W	--	33.77'
11	N01°07'32"W	--	88.50'
12	N88°52'28"E	--	20.09'
13	N51°04'14"E	--	55.10'
14	87°10'04"	25.00'	38.03'
15	N41°45'42"W	--	126.36'

Michael Baker

40810 County Center Drive
 Temecula, CA. 92591
 Phone: (951) 676-8042
 MBAKERINTL.COM

INTERNATIONAL

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE: 3/7/2024
 SHEET 6 OF 6

EXHIBIT "B"

IRREVOCABLE OFFER OF DEDICATION

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N88°53'23"E	--	66.00'
2	37°49'09"	333.00'	219.80'
3	N41°45'42"W	--	80.29'
4	10°08'58"	100.00'	17.71'
5	N31°36'44"W	--	41.12'
6	107°28'00"	76.00'	142.55'
7	N40°55'16"E	--	41.12'
8	10°08'58"	100.00'	17.71'
9	N51°04'14"E	--	7.41'
10	N49°29'42"W	--	33.77'
11	N01°07'32"W	--	88.50'
12	N88°52'28"E	--	20.09'
13	N51°04'14"E	--	55.10'
14	87°10'04"	25.00'	38.03'
15	N41°45'42"W	--	126.36'

Michael Baker

40810 County Center Drive
 Temecula, CA. 92591
 Phone: (951) 676-8042
 MBAKERINTL.COM

INTERNATIONAL

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

DATE: 3/7/2024
 SHEET 6 OF 6



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: April 10, 2024

SUBJECT: Acceptance of Improvements for the Baxter Village Development Project, Parcel Map 37941 (Strata Baxter, LLC)

SUBMITTED BY: Jason Farag

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 PARCEL MAP 37941 AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE LIEN RELEASES WITH THE RIVERSIDE COUNTY RECORDER

SUMMARY:

Strata Baxter, LLC has completed public improvements on Wildomar Trail, Margaret Lane, and Baxter Road and the City is now ready to accept improvements into the maintained road system and release the Lien Agreements associated with the Subdivision Improvement Agreements.

BACKGROUND:

Parcel Map 37941, also known as the Baxter Village Development Project, is a development located on the northwest corner of Wildomar Trail and the I-15 Freeway. A site location map is provided in Attachment A. The Final Map for Baxter Village Development was approved by the City of Wildomar on May 20, 2021. Parcel 1 of Parcel Map 37941 is the Kaiser Medical Office Building site and Parcels 2 and 3 of Parcel Map 37941 will be a hotel site. As part of the conditions of approval for the project, Strata Baxter, LLC (Developer) was required to construct certain public improvements. This included improvements to Wildomar Trail, Margaret Lane and Baxter Road along the project boundaries.

DISCUSSION:

The Developer has completed the aforementioned public improvements and staff is recommending that the improvements be accepted at this time. Upon acceptance, the accepted improvements will become part of the City's maintained road system. Also, upon acceptance of the public improvements, the City of Wildomar will release the Lien Agreement for Parcel 1 (Medical Office Building) and the Lien Agreement for Parcels 2 and 3 (Hotel) (Attachments B and C). These Lien Agreements were executed and recorded as part of the Subdivision Improvement Agreements for the project as forms of security for the public improvements.

FISCAL IMPACT:

The City will be responsible to maintain the public improvements built by the Baxter Village Development. Costs associated with maintenance will be paid from the Highway User Tax (Gas Tax) and Community Facilities District (CFD 2022-1).

ATTACHMENTS:

[Resolution](#)

[A - PM 37941 Aerial Image](#)

[B - Release of Lien for Parcel 1 - Strata Baxter LLC SIA 2021-0310272](#)

[C- Release of Lien for Parcels 2 and 3 - Strata Baxter LLC SIA 2021-0310273](#)

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR
PARCEL MAP 37941 AND AUTHORIZING THE CITY ENGINEER TO
PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE
COUNTY RECORDER AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AND FILE LIEN RELEASES WITH THE RIVERSIDE COUNTY
RECORDER**

WHEREAS, Strata Baxter, LLC, proposed development pursuant to Parcel Map 37941 which included, in part, the construction of public improvements; and

WHEREAS, on April 14, 2021, the City of Wildomar approved the final map for Parcel Map 37941 by Resolution 2021-12; and

WHEREAS, on April 14, 2021, a Subdivision Improvement Agreement for Parcel 1 of Parcel Map 37941 and a Subdivision Improvement Agreement for Parcels 2 and 3 of Parcel Map 37941 were executed between the City of Wildomar and Strata Baxter, LLC; and

WHEREAS, Strata Baxter, LLC, executed and recorded Lien Agreements for Parcel 1 (Instrument No. 2021-0310272) and Parcels 2 and 3 (Instrument No. 2021-0310273) to secure the Subdivision Improvement Agreements, in lieu of surety bonds; and

WHEREAS, Strata Baxter, LLC, has completed the public improvements in Wildomar Trail, Margaret Lane and Baxter Road 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 April 10, 2024 the following:

1. The City Council accepts the completed required public improvements on Wildomar Trail, Margaret Lane and Baxter Road and as part of the City maintained road system, subject to the conditions of approval for Parcel Map 37941; 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; and

3. The City Manager is authorized to execute and file Releases of Lien for each of the two Lien Agreements that were included as part of the Subdivision Improvement Agreement, and to file such Releases of Lien with the Riverside County Recorder.

PASSED, APPROVED, AND ADOPTED this 10th day of April 2024.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk

ATTACHMENT A



Aerial Image of Baxter Village - Parcel Map No. 37941
(highlighted in yellow)

**RECORDING REQUESTED BY AND
WHEN
RECORDED MAIL TO:**

Strata Baxter, LLC
4370 La Jolla Village Drive, Suite 960
San Diego, CA 92122

APN: 367-180-057

Space above this line for Recorder's use.

**RELEASE OF LIEN
(Parcel Map No. 37941)
(Parcel 1)**

WHEREAS, Strata Baxter, LLC, a Delaware limited liability company ("Owner"), granted to the City of Wildomar, a California municipal corporation ("City"), a lien upon that certain property identified as Assessor's Parcel Number 367-180-057 located in the City of Wildomar, County of Riverside, State of California (the "Property"), as more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference, pursuant to that certain Lien Agreement, dated April 14, 2021, by and between the Owner and the City, and recorded May 20, 2021 as Instrument No. 2021-0310272 ("Lien"), of Official Records of the County of Riverside, State of California; and

WHEREAS, the Lien secured specified obligations of the Owner as described therein, which obligations the Owner has fully satisfied; and

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the City of Wildomar, as lien holder under the Lien, does hereby fully and unconditionally release the Lien and the Property therefrom.

IN WITNESS WHEREOF, the undersigned has executed this instrument on _____.

CITY OF WILDOMAR, Lien Holder

By: Dan York
Its: City Manager

ATTEST:

APPROVED AS TO FORM:

Janet Morales, City Clerk

Thomas D. Jex, City Attorney

ACKNOWLEDGMENT

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

State of California)
County of) ss

On _____, 2024, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Exhibit A

DESCRIPTION OF PROPERTY RELEASED FROM LIEN

Legal Description
(APN 367-180-057)

PARCEL B OF LOT LINE ADJUSTMENT NO. 2020-003, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 28, 2020 AS INSTRUMENT NO. 2020-0402640 OF OFFICIAL RECORDS AT THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY CALIFORNIA.

**RECORDING REQUESTED BY AND
WHEN
RECORDED MAIL TO:**

Strata Baxter, LLC
4370 La Jolla Village Drive, Suite 960
San Diego, CA 92122

APN: 367-180-057

Space above this line for Recorder's use.

**RELEASE OF LIEN
(Parcel Map No. 37941)
(Parcels 2 and 3)**

WHEREAS, Strata Baxter, LLC, a Delaware limited liability company ("Owner"), granted to the City of Wildomar, a California municipal corporation ("City"), a lien upon that certain property identified as Assessor's Parcel Number 367-180-057 located in the City of Wildomar, County of Riverside, State of California (the "Property"), as more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference, pursuant to that certain Lien Agreement, dated April 14, 2021, by and between the Owner and the City, and recorded May 20, 2021 as Instrument No. 2021-0310273 ("Lien"), of Official Records of the County of Riverside, State of California; and

WHEREAS, the Lien secured specified obligations of the Owner as described therein, which obligations the Owner has fully satisfied; and

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the City of Wildomar, as lien holder under the Lien, does hereby fully and unconditionally release the Lien and the Property therefrom.

IN WITNESS WHEREOF, the undersigned has executed this instrument on _____.

CITY OF WILDOMAR, Lien Holder

By: Dan York
Its: City Manager

ATTEST:

APPROVED AS TO FORM:

Janet Morales, City Clerk

Thomas D. Jex, City Attorney

ACKNOWLEDGMENT

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

State of California)
County of) ss

On _____, 2024, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Exhibit A

DESCRIPTION OF PROPERTY RELEASED FROM LIEN

Legal Description
(APN 367-180-057)

PARCEL B OF LOT LINE ADJUSTMENT NO. 2020-003, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 28, 2020 AS INSTRUMENT NO. 2020-0402640 OF OFFICIAL RECORDS AT THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY CALIFORNIA.



**CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: April 10, 2024**

SUBJECT: A Resolution Opposing Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act

SUBMITTED BY: Daniel A York

PREPARED BY: Daniel A York

ACTION:

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, TO OPPOSE INITIATIVE #21-0042A1

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.

On March 13, 2024, the City Council discussed the impacts of the initiative on the City of Wildomar and directed staff to bring back a Resolution to Oppose Initiative #21-0042A1.

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:

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. If the initiative passes, staff estimates that since 2022, \$850,000 in new taxes created by CFD (Services) for public works and public safety associated with new development would be at risk.

ATTACHMENTS:

[21-0042A1 \(Taxes\).pdf](#)

[Cal Cities_CBRT Oppose Resolution_2024_FINAL.docx](#)

BELL, McANDREWS & HILTACHK, LLP
ATTORNEYS AND COUNSELORS AT LAW
455 CAPITOL MALL, SUITE 600
SACRAMENTO, CALIFORNIA 95814

(916) 442-7757
FAX (916) 442-7759
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) ~~(e)~~ 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:~~

(i) 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.

RESOLUTION NO. 2024 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, TO OPPOSE INITIATIVE #21-0042A1**

WHEREAS, an association representing California's wealthiest corporations is spending tens of millions of dollars to promote a deceptive ballot measure currently eligible for the November 2024 statewide ballot; and

WHEREAS, the measure creates constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, which could force residents and taxpayers to pay more to maintain services; and

WHEREAS, the measure threatens billions of dollars every year in local government funding for services like fire and emergency response, law enforcement, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, since 2022, new development impacts on public works and public safety services in the City of Wildomar have added \$850,000 in fiscal needs over and above what is collected in City of Wildomar's share of property taxes; and

WHEREAS, the measure is an attack on voters' rights, containing undemocratic provisions that would make it more difficult for local voters to pass measures to fund services, provisions that retroactively cancel measures recently passed by voters, and provisions that prevent voters from passing advisory measures that provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure contains intentionally restrictive language that will encourage hundreds of frivolous lawsuits against cities and local governments – costing taxpayers many millions and stopping investments in vital local services; and

WHEREAS, the measure would make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure is opposed by hundreds of local governments, teachers, firefighters, working families and local elected officials.

THEREFORE, BE IT RESOLVED that the City of Wildomar opposes Initiative #21-0042A1;

BE IT FURTHER RESOLVED, that the City of Wildomar will join the "Stop the Corporate Tax Trick" coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state.

We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

PASSED, APPROVED, AND ADOPTED this 10th day of April 2024.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: April 10, 2024

SUBJECT: Wildomar Community and Parks Foundation Partnership Memorandum of Understanding (MOU) for an Earth Day Event.

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:

1. Authorize the City Manager to sign the MOU with the foundation dependent that the foundation fulfills all requirements;
2. Waive fees associated with the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

SUMMARY:

The Wildomar Community and Parks Foundation has applied for a Temporary Event Permit to conduct a clean up event on April 20, 2024, in recognition of Earth Day. The non-profit organization desires to partner with the City for the event under the Community Event Policy.

BACKGROUND:

The City has coordinated with non-profit organizations, community groups, and local agencies to provide events and activities within the city. These partnerships are handled on a case by case basis.

DISCUSSION:

The Wildomar Community and Parks Foundation successfully conducted a similar event on September 16, 2023, in recognition of National Clean Up Day. In conducting the event, the Foundation established multiple partnerships that include WRCOG, Kaiser, CR&R, and the City of Wildomar. Residents and community members volunteered to provide cleaning efforts in the area known as Sedco.

Building on those partnerships and relationships, the foundation is looking to host an Earth Day Event on April 20, 2024. The Foundation has submitted a Temporary Event Permit Application stating that the event will focus on providing landscape maintenance to several

trees within the City limits. The foundation has requested for the City's partnership on this event.

The extent of the potential City partnership would provide the foundation with CMS boards along sections where clean-up activities are taking place, provide a location for the temporary storage of a 40-yard dumpster for debris accumulated from the event, assist with marketing the event, and the waiving of the Temporary Event Permit Application Fee. The Wildomar Community and Parks Foundation is subject to fulfilling all Temporary Event Permit requirements, indemnifying the City, and providing the required insurance coverage.

FISCAL IMPACT:

The most significant fiscal impact related to this event partnership would be the cost of \$700.00 for additional CMS boards to assist in notifying ongoing traffic of the event. The waiver of the \$150.00 Temporary Event Permit Application fee would be lost revenue. There would be no cost for the temporary storing of the 40-yard trash bin and the assistance in marketing the event.

ACCOUNT CODE:

100-410-4610

ATTACHMENTS:

[MOU_Wildomar Community and Parks Foundation_Earth Day Event 2024.pdf](#)
[Temporary_Event_Application_Form_Earth_Day.pdf](#)

Attachment A

MEMORANDUM OF UNDERSTANDING

WILDOMAR COMMUNITY AND PARKS FOUNDATION

COMMUNITY EVENT PARTNERSHIP

**MEMORANDUM OF UNDERSTANDING
(WILDOMAR COMMUNITY AND PARKS FOUNDATION COMMUNITY EVENT
PARTNERSHIP)**

This Memorandum of Understanding (“MOU”) is entered into this day of _____, 2024 by and between the City of Wildomar, a California general law city, (“City”) and Wildomar Community and Parks Foundation, a California 501 (c) 3 non-profit. (“Foundation”). City and Foundation may be referred to individual or collectively as a “Party” or the “Parties.”

RECITALS

- A. Foundation is a nonprofit organization with the goal to improve the quality of life within Wildomar by providing clean-up services.
- B. Foundation desires to conduct a clean-up event on April 20, 2024 that focuses efforts to the area within the City limits. (Event).
- C. City desires to partner in the Event and provide hosting assistance to the Foundation to conduct the Event, as the Foundation provides a benefit to the community and the Event assist to improve the quality of life within the community.
- D. The purpose and intent of this MOU is to set forth the mutual understanding of the Parties regarding the City’s partnership of the Event and hosting assistance to be provided.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1.0 PARTNERSHIP AND MARKETING

1.1 City will partner in the Event on April 20, 2024, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on April 20, 2024, the City shall incur no obligation to commit the partnership toward a future Event.

1.2 Foundation agrees to identify City in all marketing materials for the Event, including digital and print advertising. Marketing materials for the Event will include the tagline “Go Wildomar” and the City’s logo, which the City hereby gives permission to Foundation to use in conjunction with the Event.

2.0 ALLOCATION OF PARTNERSHIP BENEFITS

2.1 The partnership identified in Section 1.1 of this MOU will be in relation to the benefits the City will provide the Foundation per the Community Event Partnership Policy. As stated on page 3 of the policy, a staff liaison will be assigned to Foundation to assist and confirm that all Temporary Event Application requirement are fulfilled. The Foundation will be required to fulfill the permit process, provide the required insurance documents, and any required inspections and reporting. The city will waive fees for the Temporary Event Permit Application, provide CMS boards along sections where clean-up activities are taking place, provide a location for the temporary storage of 40 yard dumpster for debris accumulated from the event, and assistance marketing the event.

3.0 PERMITS AND APPROVALS

Foundation shall obtain all necessary permits and approvals from the City and all other agencies with jurisdiction over the Event. Nothing in this MOU shall be construed as altering or waiving the City's permit and approval requirements applicable to the Event.

4.0 GENERAL PROVISIONS

4.1 Either party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event that a legal action is brought challenging this MOU, either Party may terminate this MOU effective immediately by written notice to the other Party.

4.2 If any term, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall not be affected thereby and the MOU shall be read and construed without the invalid, void or unenforceable provision(s).

4.3 Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this MOU.

4.4 This MOU shall be administered and executed by the City Manager or his or her designated representative on behalf of City. The City Manager shall have the authority to issue interpretations and to make amendments to this MOU. No amendment to or modification of this MOU shall be valid unless made in writing and approved by Foundation and City.

4.5 The person or persons executing this MOU on behalf of Foundation represents and warrants that he/she/they has/have the authority to so execute this MOU and to bind Foundation to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date and year first-above written.

CITY OF WILDOMAR

WILDOMAR COMMUNITY AND PARKS
FOUNDATION

Daniel A. York
City Manager

By: _____
Its: _____

ATTEST:

Janet Morales
City Clerk

By: _____
Its: _____

APPROVED AS TO FORM

Thomas Jex
City Attorney



CITY OF WILDOMAR

TEMPORARY EVENT APPLICATION & PERMIT PACKET

Conducting a Temporary Event in the City of Wildomar

- Would you like to host a Temporary Event in the City of Wildomar? A successful event depends on good planning. This Temporary Event Packet provides instructions to guide and assist you in the preparation and processing of your Temporary Event Permit.
- The type of event and the kinds of activities you are planning determines which city departments you may need to contact.
- Remember, you may also need other permits from other agencies such as the Riverside County Health Department, Alcohol Beverage Control, or Fire Department.
- Please read the entire Information packet and instructions before you begin completing the application.
- Temporary events are permitted in accordance with the use and operational regulations outlined in Chapter 17.256 of the Wildomar Municipal Code (WMC). An application review and processing fee is required with the application packet in accordance with Chapter 3.44 of the WMC. The following fees were adopted by the City Council on February 13, 2019:
 - Wildomar Resident (private property or city park): \$100
 - Non-Profit Organization with Wildomar Address (private property or city park):: \$150
 - Wildomar Commercial Business(private property or city park): \$200
 - Applicant's from Outside City Limits (private property): \$661
 - Applicant's from Outside City Limits (city park): \$725
- Temporary events are limited to SIX (6) times per calendar year. Recurring events exceeding this amount requires approval of a conditional use permit by the Planning Commission.
- If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.
- Your application package must include a signature or signed letter from the underlying property owner authorizing the temporary event on the property in question. If the event is held within a multi-tenant commercial center, the application package must also include a signed letter from each business owner that may be affected by the event.
- This application form and all pertinent documents must be submitted in person to the Planning Department at least 60 days prior to the event at:

23873 Clinton Keith Road, Suite #201
Monday-Thursday, 8:00 am – 5:00 pm
Attention: Abdu Lachgar, Associate Planner
- Applications can take up to 60 days to review and process through all city departments and outside agencies for approval so a timely submittal is important.
- Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Planning Department at (951) 677-7751.
- Please print the Temporary Event Permit Packet in its entirety and complete all sections.

City of Wildomar

Temporary Event Application & Permit

1. PERMIT NUMBER

Permit Number: _____ Date of Application: 3/15/2024

2. DESCRIPTION

Name of Event: Wildomar Earth Day Event

Date of Event: 4/20/24 Time of Event: 7am-12pm

Estimated attendance: 100

Type of Event:

- | | |
|--|--|
| ☐ Run / Walk | ☐ Concert / Performance |
| ☐ Bicycle Race | ☐ Farmers Market |
| ☐ Parade / March | ☐ Circus / Carnival |
| ☐ Festival / Fair | ☐ Car Show |
| ☐ Block or Neighborhood Party | ☒ Other (i.e., craft fair/open air market, etc.) |

Detailed Description of the Event:

Volunteers will arrive at Wildomar Elementary School, check-in, and receive project assignments.
Volunteers will drive or walk to their assigned location. Volunteers will be picking up litter, picking weeds
cleaning graffiti, and/or cutting "suckers" off the Olive trees.

Is this a recurring event at the same location? ☐ Yes ☒ No

3. CONTACTS

Name of the Organization Sponsoring the Event: Wildomar Community & Parks Foundation, Inc.

Is the organization a tax exempt, non-profit organization?

☒ Yes ☐ No

If yes, please attach the following:

1. A copy of the organization's 501 (c)3 letter.
2. Letter of authorization from the organization authorizing the representative to apply for the permit on its behalf

Name of Applicant: Bridgette Moore

Address: [REDACTED]

City: Wildomar State: CA Zip Code: 92595

Phone: [REDACTED] Cell: [REDACTED]

Email: [REDACTED]@ [REDACTED]

The Applicant must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

Name of Property Owner: Lake Elsinore Unified School District

Address: 21575 Palomar St

City: Wildomar State: CA Zip Code: 92595

Phone: [REDACTED] Cell: [REDACTED] Michael Hoffman

Email: [REDACTED]@ [REDACTED]

4. ON SITE CONTACT

Name of On Site Contact: Bridgette Moore

Address: [REDACTED]

City: Wildomar State: CA Zip Code: 92595

Phone: [REDACTED] Cell: [REDACTED]

Email: [REDACTED]@ [REDACTED]

The On Site contact must be available at the event site and in possession of the approved Temporary event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Address of Property and Location Description:

Address: Grand Avenue

City Wildomar State: CA

Zip Code: 92595

6. SITE PLAN

Site Diagram: Please attach a diagram of your event site using 8 ½" x 11" size paper.

The Following shall be included on the site plan:

Name, address and phone number of applicant and owner

Vicinity map

Existing Business(es) on site

Location of pedestrian walkways

Location of vehicular access/exit points, driveways, emergency exits and ADA paths

Identify source of electrical supply (if applicable)

Location of all buildings, parking, generators, tents, canopies, toilets, booths, beer gardens, cooking areas and other temporary structures.

Total Anticipated Attendance: 100 Daily Attendance: 100

Times: _____ To _____

Streets Closed: None Setup Begins: 6am

Event Begins: 7am Event Ends: 12pm

Cleanup Ends: 12pm Streets Open: Always open

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

☐ Yes ☒ No

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company: _____ **Contact Name:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Cell:** _____

Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street or sidewalk?

☐ Yes ☒ No

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? _____

At what intersections will the above street be closed? _____

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

☒ Yes ☐ No

Please give details: **We will use safety orange cones and delineators**

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

☒ Yes ☐ No

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with event. You must include accessible parking and/or access in your event plans.

How many parking are available at the proposed location (site): **60**_____

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

☐ Yes ☒ No

Will fireworks, explosives or any other pyrotechnic device be used at the event?

☐ Yes ☒ No

Will the event require tents with over 200 square feet of material?

☐ Yes ☒ No

Will the event require tents or canopies with over 400 square feet of material?

☐ Yes ☒ No

Will there be use of cooking or other equipment that emits a flame, heat or spark?

☐ Yes ☒ No

Note: If any of the boxes above are checked yes, a supplemental fire application/fee must be submitted.

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

☐ Yes ☒ No

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400 / www.abc.ca.gov

A copy of the ABC license approval must be submitted with the application packet.

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

☐ Yes ☒ No

Will the event be professionally catered?

☐ Yes ☒ No

If your event is being catered please provide information on the company.

Name of Company: _____ **Contact Name:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Cell:** _____

Email: _____

Applicant/organizer must contact the Riverside County Department of Environmental Health for a permit if any food or beverages will be sold or distributed. A copy of the Health department permit must be submitted with the application packet.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

Will there be animals present: (I.E. Petting zoo, circus, pony rides, dogs, other)?

☐ Yes ☒ No

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

☐ Yes ☒ No

If yes, please provide information on the company on the following page.

Name of Company: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas (add a separate sheet if more room is needed)

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

☐ Yes ☒ No

Will the event have live music?

☐ Yes ☒ No

Will the event have mechanical noise?

☒ Yes ☐ No

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

Bathrooms available at Wildomar Elementary

(Male) Number of Toilets: 3 Urinals: 3 ADA:

(Female) Number of Toilets: 3 ADA: 1

(Combined Male/Female) Number of Toilets: 1 ADA: 1

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the public right away.

16. CLEAN UP

What provisions have the applicant/organizer made for clean up after the event?
Volunteers will cleanup and leave the area spotless.

Who is the person responsible for clean up?

Contact Name: Bridgette Moore

Address: [redacted]

City: Wildomar State: CA Zip Code: 92595

Phone: [redacted] Cell: [redacted]

Email: [redacted]@ [redacted]

* Your organization may be eligible to receive FREE trash and recycling waste boxes. Please contact CR&R Incorporated (West side of I-15) at 800-755-8112 or Waste Management (East side of I-15) at 800-423-9986 for more information.

* Event location and adjacent areas must be returned to "Pre-Event" conditions

17. ADDITIONAL INFORMATION

We would like to request electronic signage be placed in the area notifying the community

Special Event Ahead

Community Cleanup 4/20/24

18. AGREEMENT OF APPLICANT (REQUIRED)

1. Applicant agrees, upon request, to provide a certificate of insurance providing Evidence of General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit AND an additional Insured Endorsement naming the City of Wildomar, its officers, employees and agents' as additional insured. The two documents must be submitted no later than (10) days prior to the event.

☒ Yes ☐ No

2. Applicant agrees, upon request, to submit a security plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participant, spectators, bystanders and passersby. This plan may be reviewed by the Police Department who may require alterations to the plan. Security measures may include, but are not limited to, the hiring of private security or Riverside Police Officers at the applicant's expense.

☒ Yes ☐ No

3. Applicant agrees, upon request, to provide a copy of their "Determination Letter" as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a "tax-exempt," "non-profit" and/or "charitable."

☒ Yes ☐ No

4. Applicant agrees, upon request, to pay a refundable "Clean-Up Deposit," at least ten (10) days prior to the event as a condition of the issuance of the Temporary Event Permit. Applicant also agrees to pay clean-up costs, in excess of the deposit, incurred by the City as a result of additional clean-up required to return the event location and surrounding area to its pre-event condition.

☒ Yes ☐ No

5. Applicant agrees to notify all residents and businesses that will be affected by the street closure and/or amplified sound. If the event/closure will affect access to more than one business, the applicant must notify the Murrieta/Wildomar Chamber of Commerce.

☒ Yes ☐ No

6. Applicant agrees to supply warning signs and barricades and to situate them in such position that the road closure may be maintained in a safe and orderly manner. Such devices may be rented from companies listed in the telephone directory under "Traffic Safety Devices."

☒ Yes ☐ No

Applicant agrees to submit, upon request of the City, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees to submit, upon request of the Planning Department, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Temporary Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Wildomar or any conditions or restrictions imposed upon the permit by the Wildomar Police or Fire Department is cause for revocation of the Temporary Event Permit.

Applicant further agrees the permit may be revoked at any time by any supervisor of the Wildomar Police Department or Planning Department.

Bridgette Moore Digitally signed by Bridgette Moore
Date: 2024.03.15 07:33:19 -07'00'

3/15/2024

Signature of Applicant

Date

I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property.

Signature of Property Owner

Date

NOTE: A LETTER OF AUTHORIZATION FROM THE PROPERTY OWNER MAY BE ATTACHED IN PLACE OF SIGNATURE ABOVE

19. INSURANCE/ INDEMNIFICATION AGREEMENT (REQUIRED)

If the event will take place on any portion of public right-of-way, City owned property or City sponsored events, the applicant shall provide and maintain general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If alcoholic beverages are served, liquor liability in the amount of \$1,000,000 per occurrence is required. General liability and liquor liability shall be endorsed naming the City, its officers, agents, employees and volunteers as additional insureds. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. Use of the facility may be denied if satisfactory proof of the required insurance is not timely received prior to the event. In consideration of the granting of this Application and Permit for Temporary Event for:

(name of event)

On _____
(date of event)

The _____
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Temporary Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: _____

Signature: _____

Printed Name: _____

Title: _____

20. Temporary Event Application Permit Checklist:

Please check off all documents attached:

- ☐ Temporary Event Application Packet
- ☐ Application Fee (per Sec. 3.44 of the WMC)
- ☐ Site Plan/ Traffic Plan
- ☐ Property Owner Signature or Letter of Authorization
- ☐ Letter of Authorization from business owners if located in an existing commercial center (If Applicable)
- ☐ Certificate of Insurance (If Applicable)
- ☐ ABC License (If Applicable)
- ☐ Health Department License (If Applicable)
- ☐ Security Plan (If Applicable)
- ☐ Fire Department Permit (If Applicable)
- ☐ If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.

I certify that all filing requirements have been satisfied for my application. I further understand that an incomplete application cannot be accepted for processing.



Applicant's Signature: _____ Date: _____



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: April 10, 2024

SUBJECT: Joint Use License Agreement with the Farm Property Owners Association

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
Authorize the City Manager to sign the Joint Use License Agreement.

SUMMARY:
The City had entered into a Joint Park Use License Agreement with the Farm Property Owners Association in June 2023. That agreement was for a one (1) year term. This new agreement will be for a year term to end in June 2025.

BACKGROUND:
Staff had contacted The Farm Property Owners Association's manager to present the possibility of conducting tier IV events within their community. The board was receptive and provided positive feedback. The City provided the board the Joint Park Use License for review and approval. The License Agreement was presented to City Council for approval on June 14, 2023.

DISCUSSION:
Utilizing the Joint Park Use License, the City was able to present an Ice Cream Social to Wildomar Residents within the Farm community on September 23, 2023. This event consisted of music, yard games, ice cream, and an opportunity for attendees to speak with the City Mayor and Pro Tem. There were just under 100 individuals that attended the event within the 2 hour window. Attendees communicated their gratification to the City for embracing and connecting with their community.

In a continued effort, the City and the Farm POA have discussed developing an agreement that would allow for additional opportunities to reach and connect Wildomar residents. The Farm POA had requested City staff to provide a new agreement that may be presented to the POA board for their February 27, 2024 meeting. The new agreement has no changes, but

provides a one (1) year license to become effective the date after the expiration of the original agreement. The board has approved and signed the agreement and it is now being presented to the council for consideration.

Upon approval, City staff will work with POA representatives to present a Tier IV event in August this year.

FISCAL IMPACT:

Approving the agreement has no immediate fiscal impact. Future events held under the agreement will be placed under the community services general fund.

ACCOUNT CODE:

100-410-4610

ATTACHMENTS:

[Joint Use License Agreement - The Farm - June 14 2024.pdf](#)

JOINT PARK USE LICENSE AGREEMENT

THIS JOINT PARK USE LICENSE AGREEMENT (“**Agreement**”) is entered into as of June 14, 2024, by and between the City of Wildomar, a California municipal corporation (“**City**”) and The Farm Property Owners Association, a California nonprofit corporation (“**HOA**”). Each of the City and the HOA may be referred to hereafter as a “**Party**”, and together as the “**Parties**”.

A. HOA owns that certain real property located at 33379B Mill Pond Drive in the City of Wildomar, County of Riverside, State of California which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Licensed Premises**”).

B. The Parties desire to provide for the joint use of the Licensed Premises by the members of the HOA and the residents of the City for the purposes, under the terms and upon the conditions granted and provided for hereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Licensed Use.** HOA, its successors and assigns, by this Agreement hereby grants to City, its agents, contractors, and invitees (collectively, the “Permitted Users”), a non-exclusive License to enter upon and use the Licensed Premises for public recreational uses and events, together with the right of ingress and egress, subject to the terms and conditions set forth in this Agreement.

2. **Term.** This License shall commence upon the Effective Date and shall continue for an initial term of one (1) years, unless earlier terminated pursuant to the terms hereof. This License may be renewed for additional one (1) year terms upon agreement of the Parties.

3. **Consideration.** The Parties acknowledge the value to the HOA and its members as a result of City sponsored recreational events at the Licensed Premises. Therefore, this License shall be granted without a fee.

4. **Use Procedure.**

(a) Prior to each entry onto the Licensed Premises for conducting a City sponsored special event, City shall provide not less than ten (10) business days’ notice of such special event. City shall notify HOA immediately via telephone of the following: (i) a delay or cancellation of the scheduled use or event, (ii) its actual entry onto the Premises, (iii) its actual exit from the Premises, (iv) any injury that occurs on, or any damage to, the Premises. All such notices shall be given to Denice Harrison at 951-244-3714.

(b) Following any use or event by the City, City shall, at its own cost and expense, restore the Licensed Premises to the same condition in which it was prior to City’s entry.

5. Mutual Indemnity.

(a) City agrees to and shall defend, indemnify, and hold harmless HOA, its agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of, in connection with or as a result of the performance of this Agreement. City shall give HOA notice of any suit or proceeding possibly entitling HOA to indemnification pursuant to this paragraph and City shall defend HOA in such suit or proceeding with counsel reasonably acceptable to HOA.

(b) HOA agrees to and shall defend, indemnify, and hold harmless City, its agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of, in connection with or as a result of the performance of this Agreement. HOA shall give City notice of any suit or proceeding possibly entitling City to indemnification pursuant to this paragraph and HOA shall defend City in such suit or proceeding with counsel reasonably acceptable to City.

6. Insurance. During the Term of this Agreement, each Party shall obtain and maintain insurance covering claims for injuries to persons or damage to property which may arise out of the performance of this Agreement, as set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The insurance carrier shall maintain an A.M. Best rating of not less than A-: VII. City may satisfy this requirement through its participation in a public agency risk pool that provides liability coverage equivalent to the coverage set forth in Exhibit "B".

7. Rules and Regulations. City agrees to comply with rules and regulations imposed by HOA hereunder, as deemed necessary or desirable by HOA from time to time, provided that such rules and regulations may not be inconsistent with the terms of this Agreement and must be applied to City and its Permitted Users in the same manner as applied to HOA and its tenants, employees, contractors, guests and invitees.

8. Priority. The terms and provisions of this Agreement are and shall be superior and prior to any grant deed or other such instrument or agreement creating or transferring an interest in the Licensed Premises.

9. Dispute Resolution Procedures; Mediation.

(a) In the event of any dispute under the Agreement, the parties shall meet within 30 days of delivery of a request by either Party to meet and discuss the dispute. Each Party shall have a person in attendance who has the authority to resolve the dispute on behalf of that Party. The Parties shall negotiate in good faith to resolve the dispute.

(b) If the Parties cannot resolve the dispute under the procedures in Section 9(a), the matter shall be submitted to mediation pursuant to the mediation procedures adopted by the

American Arbitration Association or any successor thereto or to any other entity offering mediation services that is acceptable to the Parties. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process. The mediator(s) shall have at least five (5) years' experience in the subject area of the matter in dispute.

(c) Within ten (10) days of the selection of the mediator, each Party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference, and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memorandum and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in Riverside County or such other place as is mutually acceptable to the parties.

(d) The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the Parties.

(e) The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the expenses of any witnesses, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties unless they agree otherwise.

(f) In the event the parties are unable to resolve a dispute pursuant to Section 9(b) above, or are unable to agree upon a mediator within thirty (30) days following written notice from a Party to the other Party requesting mediation hereunder, either Party may institute any remedy available at law or in equity to resolve such dispute.

10. No Transfer or Assignment. The License granted by this Agreement is personal to City. Any attempt to transfer or assign this License shall be void and this License shall terminate.

11. Amendments. This Agreement may be amended or terminated only by a written instrument which is executed by the Parties.

12. No Waiver. No waiver of any provision or breach of this Agreement shall constitute a

waiver of any other provision or breach of this Agreement.

13. Interpretation. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

15. Counterparts. This Agreement may be executed in counterparts.

16. Notices. All notices required under the terms of this Agreement shall be sent to the parties at the addresses set forth below:

To City: City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: Community Services Director

To HOA: The Farm Property Owners Association
33430 Harvest Way
Wildomar, CA. 92595

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, electronic mail or facsimile, shall be deemed received upon (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if delivered by overnight delivery, one (1) business day after mailing, and (iv) if given by electronic mail or facsimile, when sent if before 5:00 p.m. on a business day, otherwise on the next business day. Any notice, request, demand, direction or other communication sent by electronic mail must be confirmed by letter mailed or delivered within two (2) business days of such electronic mail notice in accordance with subsection (i), (ii) or (iii).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HOA:

THE FARM PROPERTY OWNERS ASSOCIATION,
a California Nonprofit Corporation

By: _____
Name: *Edmund C. de Guzman*
Title: *FPOA Treasurer*

CITY:

CITY OF WILDOMAR
a California municipal corporation

By: _____
Name: _____
Title: _____

Signatures Must be Notarized

Exhibit A

Legal Description of the Licensed Premises

The event is to be held at the Farm Millers' Mill Recreation Facility located at 33379B Mill Pond Drive, Wildomar CA. 92595 The area also include the playground and main pond. The facility itself has an occupancy certificate for 199 and includes ADA parking on the west side.

Exhibit B

INSURANCE REQUIREMENTS

Each Party agrees to provide insurance set forth in accordance with the requirements herein. If a Party uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, such Party agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Term of this Agreement the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the insured Party and all risks to such persons under this Agreement.
 - 1.1. If a Party has no employees, it may certify or warrant to the other Party that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived.
2. Commercial/General Liability Insurance – Each Party shall carry General Liability Insurance covering all operations performed by or on behalf of such Party providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - Premises operations and mobile equipment.
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Explosion, collapse and underground hazards.
 - Personal injury
 - Contractual liability.
 - \$2,000,000 general aggregate limit.
3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
4. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by

the primary policy. The coverage shall also apply to automobile liability.

5. Severability of Interests – HOA agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between HOA and City or between City and any other insured or additional insured under the policy.
6. Proof of Coverage – Each Party shall furnish Certificates of Insurance to the other Party evidencing the insurance coverage at the time this Agreement is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of this Agreement hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the other Party, and each Party shall maintain such insurance from the time this Agreement is executed until the termination of this Agreement.
7. Acceptability of Insurance Carrier – Insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to the other Party.



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: April 10, 2024

SUBJECT: Community Services Department Community Events Update

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:

1. Receive and the File the update.
2. Waive the Temporary Event Permit Application fee for the 2024 Memorial Day Event.

SUMMARY:

The Community Services Department has been collaborating with organizational groups to provide social and interaction opportunities for Wildomar residents. In a combined effort, the City will be presenting multiple Tier IV events throughout the City for members of the community to attend.

BACKGROUND:

The City has been successful in engaging residents by conducting Tier IV events. These events include Astronomy Night, Movie in the Park, and Popsicles in the Park which attract 50 – 150 attendees. To expand on this success, the City has reached out to multiple residential communities to inquire if they are interested in a partnership. Furthermore, the City has partnered with multiple organizations to provide residents with special events and activities. In an attempt to provide more robust events for the community, the City will continue to pursue partnerships.

DISCUSSION:

Tier IV Event

Utilizing the Joint Use Park License Agreement, the City is working to provide the communities of Windstone Ranch and The Farm with an outreach event this calendar year. The Farm has elected to facilitate a movie night to be held in August. The City and Windstone will finalize the type of event projecting a June date.

Regarding presenting movies in the park, the City has been contacted by two organizations: Wildomar Community and Park Foundation (WCPF) and Wine Town Rollers. The WCPF will

be partnering with the City to provide a "May the Forth" Star Wars theme movie night at Marna O'Brien Park on Saturday, May 4, 2024. The City is currently coordinating an event with Wine Town Rollers and has yet to finalize the details.

Memorial Day 2024

For Memorial Day 2023, the City established a partnership with American Legion Post 200 in presenting a robust event hosted at the Wildomar Cemetery District. For the past decade, American Legion Post 200 has presented a Memorial Day event at a neighboring cemetery that generates an attendance of nearly 1,000. After the pandemic, the event has remained on hold with no forecast of returning. The Memorial Day 2023 event was a success and one of the city's highly attended events. The American Legion Post 200 alongside VFW Post 1508 have requested a Temporary Event Permit (TEP) Application in preparation for developing and presenting a 2024 Memorial Day event.

The American Legion Post is requesting for the City to assist in facilitating the event at the Wildomar Cemetery District. They are requesting for the Temporary Event Permit Application fee to be waived. In preparation for receiving and reviewing the application, staff are recommending, as a second action to this item, that the Council waive the TEP Application fees pertaining to the 2024 Memorial Day having that the applicant has fulfilled all requirements.

FISCAL IMPACT:

Estimated fiscal impact for each Tier IV event will be \$900.00. In providing facility assistance with the Temporary Event for Memorial Day on May 27, 2024, projected expenditures will be \$1,300.00.

ACCOUNT CODE:

100-410-4610



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: April 10, 2024

SUBJECT: First Amendment to the Agreement for Maintenance Services with St. Francis Electric, LLC

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:

Approve and authorize the City Manager to execute the First Amendment to the Agreement for Maintenance Services with St. Francis Electric, LLC.

SUMMARY:

Extra work and maintenance for traffic signals for FY 2023/2024 exceeded expectations and an amendment is necessary to adjust the total compensation allowed under the existing traffic signal maintenance agreement between the City of Wildomar and St. Francis Electric.

BACKGROUND:

On June 14, 2023, the City of Wildomar (City) entered into an Agreement for Maintenance Services with St. Francis Electric, LLC (Contractor) for traffic signal maintenance services (Agreement). The Agreement included a total annual compensation for routine preventative maintenance and a total annual compensation for additional services or extra work.

DISCUSSION:

During Fiscal Year 2023-2024, at the City's request, the Contractor provided additional services for several private development projects and City Capital Improvement Program (CIP) projects. Additional services for these projects included items such as signal operational changes to accommodate temporary traffic control for roadway construction and inspection services for the installation of new signal equipment/hardware. The costs for these additional services are covered by developer deposits and CIP project budgets. In addition, this fiscal year, the City experienced a greater than anticipated number of maintenance callouts (extra work) related to traffic signal outages, signal equipment failure, and signal equipment damage from vehicle collisions. As a result, the total compensation for additional services for Fiscal Year 2023-2024 will exceed the previously authorized amount of \$25,000.

The City is also planning to accept the recently constructed traffic signal at Wildomar Trail and Margaret Lane into the City Maintained Road System. Once accepted, the City will be responsible for maintaining this signal.

Therefore, staff recommends that the City Council approve a First Amendment to the Agreement (Amendment, Attachment 1) to increase the annual compensation for Routine Maintenance services by \$867 to a total of \$21,663, to cover the cost of maintenance for the new signal, and to increase the annual compensation for Additional Services by \$20,000 to a total of \$45,000. The Amendment also adds the new traffic signal to the scope of services.

FISCAL IMPACT:

Additional services for private development projects and CIP projects are covered by the corresponding project budgets and do not impact the traffic signal maintenance budget. There are also sufficient funds in the approved budget to cover the cost of the additional routine maintenance and the additional services. No budget adjustments are needed.

ATTACHMENTS:

[1 - First Amendment](#)

First Amendment to Agreement for Maintenance Services

This First Amendment to Agreement for Traffic Signal Preventative Maintenance, Repair, Minor Construction and Emergency On Call Services ("First Amendment"), which is dated as of April 10, 2024, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and ST. FRANCIS ELECTRIC, LLC, a California Limited Liability Company ("Contractor"), as follows:

RECITALS

A. City and Contractor entered into an agreement for Maintenance Services on June 14, 2023 ("Agreement"). The Agreement provides that Contractor will perform traffic signal maintenance services.

B. This First Amendment amends the Section 2.1 to increase the compensation and amends the Scope of Services by adding one additional traffic signal to be maintained by Contractor.

C. Compensation is increased by adding an additional \$867 to the \$20,796.00 for Routine Preventative Maintenance to cover the maintenance costs for a new traffic signal at Wildomar Trail and Margaret Lane, for a total of \$21,663, and an additional \$20,000.00 to the \$25,000.00 in additional services requested by the City on an as needed basis, for a total of \$45,000, and compensated at the rates set forth in the Cost Proposal included in Exhibit A.

OPERATIVE PROVISIONS

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

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 The second sentence of Section 2.1 Compensation is hereby amended to read as follows:

"Total annual compensation to Contractor for the Services shall not exceed \$21,663.00 for Routine Preventative Maintenance Items as detailed in Exhibit "A", plus \$45,000.00 in additional services requested by the City on an as needed basis and compensated at the rates set forth in the Cost Proposal as shown in Exhibit "A."

1.2 Exhibit "A", Scope of Services, is hereby amended by adding an additional traffic signal in the "TRAFFIC SIGNALS IN WILDOMAR TO BE MAINTAINED" table in the COST PROPOSAL section of the Scope of Services, as follows:

"Signal Number: 21
Location 1: Wildomar Trail
Location 2: Margaret Lane."

GENERAL PROVISIONS

1. REMAINDER UNCHANGED. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2. INTEGRATION. This First Amendment consists of two pages and constitutes the entire understanding of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

3. EFFECTIVE DATE. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Contractor.

4. APPLICABLE LAW. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

5. REFERENCES. All references to the Agreement include all its respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as assigned to such terms in the Agreement.

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

CITY OF WILDOMAR

ST. FRANCIS ELECTRIC, LLC

Daniel A York
City Manager

Name:
Title:



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: April 10, 2024

SUBJECT: Amendment to Post Closing Maintenance Agreement

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

ACTION:

Approve and authorize the City Manager to sign the First Amendment to the Post Closing Maintenance Agreement

DISCUSSION:

The City acquired the property identified as Assessor Parcel Number 380-240-048-3 (the “City Hall Property”) from CFT NV Developments, LLC (“CFT”) on November 3, 2023. Before November 2023, CFT managed and maintained the City Hall Property as City’s landlord and the prior owner of the City Hall Property. The services CFT provided included: property management; maintenance of the heating, ventilation and air conditioning systems maintenance; landscape maintenance; parking lot sweeping; sidewalk steam cleaning; hydro jetting the lateral sewer lines; insect and rodent control; lighting maintenance; and janitorial (the “Services”).

By the Post-Closing Maintenance Agreement (“Agreement”), which was attached to the Purchase and Sale Agreement for the City Hall Property, the parties agreed that CFT would continue providing the Services to the City Hall Property until March 31, 2024. The City had the right to extend the Agreement by 60 days.

City staff determined that more than 60 days would be necessary for the City to procure and enter into contracts for these services. The proposed amendment to the Agreement requires CFT to continue providing the Services to the City Hall Property until December 31, 2024. Thereafter the City has the continuing right to extend the Agreement for one year by providing 30 days’ notice to CFT. The amendment also provides that the City will provide its own security services to the Property, rather than requiring CFT to provide security service as previously stated in the Agreement.

FISCAL IMPACT:

This amendment has no direct fiscal impact but will give the City additional time to procure new contracts under its own name.

ATTACHMENTS:

[Wildomar, CA - 1st Amd to Post-Closing Maintenance Agreement](#)

FIRST AMENDMENT TO POST-CLOSING MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO POST-CLOSING MAINTENANCE AGREEMENT (this “**First Amendment**”) is made as of _____, 2024, by and between CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company (“**Seller**”), and CITY OF WILDOMAR, a California municipal corporation (“**Buyer**”). Buyer and Seller are each individually referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Buyer and Seller are parties to that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated August 16, 2023, by and between Buyer and Seller (“**Purchase and Sale Agreement**”) wherein Buyer agreed to purchase and Seller agreed to sell the property identified as Assessor Parcel Number 380-240-048-3 (the “**Property**”);

B. The transaction closed on November 3, 2023 (the “**Transaction**”), and Buyer is the current owner of the Property;

C. As part of the closing contingencies to the Transaction, the Parties entered into that certain Post-Closing Maintenance Agreement (the “**Agreement**”) providing for Seller’s continued maintenance of the Property in exchange for Buyer’s reimbursement of the costs to provide the Services and payment of an Administrative Fee;

D. Seller and Buyer desire to amend the Agreement to provide for the modification of certain terms, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt whereof and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Scope of First Amendment and Defined Terms. Except as expressly provided in this First Amendment, the Agreement shall remain in full force and effect. Except as expressly provided in this First Amendment, the term “Agreement” shall mean the Agreement as modified by this First Amendment. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Term. The last sentence of Section 3 of the Agreement is hereby deleted and replaced with the following:

The Expiration Date shall be December 31, 2024. Buyer shall have the continuous right to extend the Expiration Date to December 31 of the following year, provided that Buyer (i) provides (30) days advance written notice to Seller; and (ii) is not then in Default under the Agreement. Notwithstanding the foregoing, the Parties

shall have the right to terminate this Agreement by providing sixty (60) days advance written notice to the other Party.

3. Modification of Services. Buyer has made alternative arrangements for the provision of security services to the Property. Accordingly, Seller shall remove the Property from the scope of work under its agreement with the Service Provider that Seller uses to provide security Service to the Property. The third row of the table in Exhibit A to the Agreement shall be modified as follows, with deletions shown in strikethrough and additions shown in underline:

~~Security services~~ <u>Intentionally deleted.</u>	~~Team patrol~~ Intentionally deleted.	~~\$2,320~~ <u>Intentionally deleted.</u>
---	--	---

4. Authority. This First Amendment shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this First Amendment.

5. Counterparts. This First Amendment may be executed in counterparts, and such counterparts together shall constitute but one original of the First Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in their name(s) as of the day and year first above written.

“SELLER”

**CFT NV DEVELOPMENTS, LLC,
a Nevada limited liability company**

By: _____
Name: David Luo
Its: Manager

Approved as to form: _____

“BUYER”

**CITY OF WILDOMAR,
a California municipal corporation**

By: _____
Dan York, City Manager

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: April 10, 2024

SUBJECT: Parking License Agreement for Special Events Held at Marna O'Brien Park.

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
Authorize the City Manager to execute the Parking License Agreement.

SUMMARY:
The Parking License Agreement encompasses the use of vacant land along Flanders and Palomar Street for the purpose of overflow parking for City led Special Events held at Marna O'Brien Park.

BACKGROUND:
The City has conducted Special Events at Marna O'Brien Park since its reopening in 2014. These events vary in size from 100 attendees for Movie in the Park, Astronomy Night, and Concert in the Park, to highly attended events such as City Birthday, Mariachi Night, Trunk or Treat, and National Night Out which can reach up to 1,000 attendees. The City has provided off-site parking and shuttle services for events that have projections for high attendance.

The off-site parking approach for highly attended events has been successful in accommodating the number of vehicles needing temporary parking for the duration of the special event. There have been conflicting responses from attendees in the past with some enjoying the experience and others deciding not to attend due to the need for additional travel to an off-site location.

DISCUSSION:
Several years ago, the City had contacted the land owner of the vacant parcel northeast of Flanders Lane and Palomar Street regarding the use of the lot for overflow parking for City functions held at Marna O'Brien Park. In an attempt to enhance the attendee experience, City staff initiated contact with the land owner to possibly come into an agreement for the future continuous use of the location. With assistance from Interwest Consultant Group, the City and

land owner were able to settle on the agreement presented for approval.

The agreement specifies that the City will have access to use the property located at 20580 Palomar Street for a period of 3 years. The City anticipates to utilize the location approximately 6 times per year. The City shall notify the owner when it anticipates using the property no less than 40 days before the event. In exchange for the owner granting the City the right to use the property, the City agrees to provide weed abatement services at such time the property owner receives notice. The agreement may be terminated by either party by written notice to the other party at least 30 days prior to the intended termination date.

FISCAL IMPACT:

The fiscal impact in executing this agreement would be from expenditures related to fulfilling the weed abatement on the vacant land. Staff have projected an annual cost of \$1,800.00. This expense would substitute for the cost of shuttle services that range from \$1,700.00 to \$2,200.00 per event.

ACCOUNT CODE:

100-410-4610

ATTACHMENTS:

[Parking License Agreement.pdf](#)

PARKING LICENSE AGREEMENT

This Parking License Agreement (“**Agreement**”) is made and entered into as of _____, 2024, (“**Effective Date**”) by and between Hoa V. Pham and Hongvan T. Pham, Trustees, of their successors in interest, of The ASAV Family Trust dated September 5, 2012, and any amendments thereto (“**Owner**”) and the City of Wildomar, a municipal corporation (“**City**”). City and Owner may be referred to as Party or collectively as Parties in this Agreement.

1. **PROPERTY.**

1.1 **Property.** Owner is in possession of certain vacant real property located at 20580 Palomar Street, Wildomar, California, (APN: 368-030-057) and the adjacent vacant land, situated along Mission Trail, Wildomar, California (APN: 368-030-043) which are more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein ("**Property**").

1.2 **Owner’s Reserved Rights.** Owner and his representatives reserve the right to enter the Property at any time.

2. **TERM.**

The "**Term**" of this Agreement shall begin upon full execution of this Agreement (the “**Commencement Date**”) and shall continue for a period of three (3) years. Either party may terminate this Agreement by giving written notice to the other party at least 30 days prior to the intended termination date. This Agreement shall be deemed terminated on the date set forth in the written notice.

3. **LICENSE.**

3.1 **License Granted.** Owner grants to City a non-exclusive license to utilize the Property for parking purposes for City events. The Parties anticipate that the City will utilize the Property for parking purposes approximately six (6) times per year during the term of this Agreement.

3.2 **Request for Use.** Not less than 40 days prior to a City event for which the City anticipates utilizing the Property, the City shall provide notice to Owner of the City’s intent to utilize the Property for parking purposes. In the event Owner does not respond to a request from the City to utilize the Property for parking purposes within 10 days of the request, the request shall be deemed approved. Upon a request for use being approved or deemed approved, the City shall be permitted to enter the Property in order to prepare the Property for parking purposes. The City shall be authorized to, at no cost to the Owner, remove vegetation such as weeds or other similar vegetation impacting the parking from the Property, fix potholes located on the Property, perform minor grading work on the Property, install temporary signage on the Property, install temporary parking stalls (including cones) on the Property, and perform any and all necessary work on the Property to prepare the Property for use as a temporary parking facility.

3.3 **Restoration of Property.** Within fourteen (14) days of the conclusion of the City

event for which the Property was utilized as a parking facility, City shall restore Property to a condition as near as practicable to the condition that existed immediately prior to City's use of the Property for that particular City event. The City, however, shall not be required to restore vegetation to the pre-existing condition.

4. CONSIDERATION.

In exchange for Owner granting the City the right to use the property, City agrees to provide weed abatement services at such time the property owner receives notice from the County of Riverside or City of Wildomar.

5. INSURANCE.

City shall, at City's expense, maintain commercial general liability and property insurance or an insurance equivalent (including but not limited to that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500 or similar collective) insuring against liability and personal property damage. City may also carry such other insurance as City may deem prudent or advisable, in such amounts and on such terms as Owner shall determine.

6. INDEMNIFICATION.

Mutual Indemnification. Each party shall indemnify, defend and hold the other harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses) caused or alleged to have been caused by that party's negligence or intentional acts.

7. ASSIGNMENT.

City shall not assign or otherwise transfer its rights under this Agreement without Owner's prior written approval, which may be granted in Owner's reasonable discretion. Owner's consent to one assignment shall not be deemed consent to subsequent assignments.

8. MISCELLANEOUS.

8.1 Entire Agreement. This Agreement sets forth all the agreements between Owner and City concerning the parking use of the Property and there are no agreements either oral or written other than as set forth herein.

8.2 Time of Essence. Time is of the essence of this Agreement.

8.3 Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

8.4 Law. This Agreement shall be construed and enforced in accordance with the law of the state of California, without reference to its choice of law provisions.

8.5 Successors and Assigns. Subject to the assignment provisions herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owner and City.

8.6 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

8.7 Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third Party, as creating the relationship of principal and agent or of partnership or of joint venture by the Parties hereto or any relationship other than the relationship of landlord and tenant.

8.8 Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

8.9 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Agreement shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

8.10 Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, emailed, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the address below, or to such other place as Owner or City may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt (in the case of emailing or personal delivery) or three (3) days after the date of mailing.

OWNER: Hoa V. Pham and Hong-Van Thi Pham
3239 Powers Ave.
Clovis, CA 93619
Email: hvp2005@gmail.com

CITY: Attn: Daniel Torres, Community Services Director
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595
Email: dtorres@cityofwildomar.org

8.11 Authorization. Each individual or entity executing this Agreement on behalf of a

Party represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement and that such execution is binding upon that Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

Hoa V. Pham and Hongvan T. Pham, Trustees, of their successors in interest, of The ASAV Family Trust dated September 5, 2012, and any amendments thereto

DocuSigned by:
By: Hoa V Pham
C48F116BDC23420...
Name: Hoa V. Pham, Trustee

Its: Owner
DocuSigned by:
By: Hongvan T. Pham
B3EA3387243643F...
Name: Hongvan T. Pham, Trustee
Its: owner

CITY:

CITY OF WILDOMAR, a municipal corporation

By: _____
Name: Dan York
Its: City Manager

Exhibit A

DESCRIPTION AND DEPICTION OF PROPERTY

The following described real property in the unincorporated area of Wildomar, County of
Riverside, State of California:

Parcel 4 of Parcel Map 13303 as shown by Map on file in Book 87 Page 49 of Parcel Maps of
Records of Riverside County, California.

APN: 368-030-057

Parcel 3 of Parcel Map 13303 as shown by Map on file in Book 87 Page 49 of Parcel Maps of
Records of Riverside County, California.

APN: 368-030-043

EXHIBIT B





CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: April 10, 2024

SUBJECT: Road Maintenance and Rehabilitation - Program Summary and Potential List of Streets for FY 24/25 Project

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna

ACTION:

Receive and file the Road Maintenance and Rehabilitation (Road Rehab) Update and receive and provide input on the proposed list of streets for the FY 24/25 Road Rehab Project.

SUMMARY:

The City administers an annual Road Maintenance and Rehabilitation Program (Road Rehab) with the use of RMRA funds. Streets are evaluated based on a variety of different criteria to determine which streets should be included in a specific Road Rehab project for a given year. Staff is seeking Council and public input on the potential list of streets for the FY 24/25 Road Rehab Project.

BACKGROUND:

In 2017, Senate Bill 1 (SB 1), also known as the Road Repair and Accountability Act of 2017, created the Road Maintenance and Rehabilitation Program to address deferred maintenance on the State Highway System and the local street and road system. The Road Maintenance and Rehabilitation Account (RMRA) was established for the deposit of program funds. SB 1 increases transportation funding through gas taxes. A percentage of RMRA funding is apportioned to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects.

The City of Wildomar receives an annual apportionment of funds from the RMRA that has been instrumental in establishing and funding the City's annual Road Maintenance and Rehabilitation Projects (Road Rehab) and the annual Slurry Seal Projects. The City began implementing the annual Road Rehab project in 2018 and has already rehabilitated many roads throughout the City using RMRA funds. A summary of the prior year projects and major streets that were rehabilitated is included below for reference.

The City's annual appropriation of RMRA funds varies from year to year but has generally increased each year. The estimated FY 24/25 apportionment for the City of Wildomar, as of January 2024, is \$939,751.

Prior Road Rehab Projects

- **2018/2019 Project**
 - Bundy Canyon Rd. (Oak Circle Dr. to The Farm Rd.)
 - Clinton Keith Rd. (Palomar St. to Renaissance Plaza - north side only)
 - Grand Ave. (Jane Ct. to McVicar St.)
 - Inland Valley Dr.
- **2019/2020 Project**
 - Almond St. (Bundy Canyon Rd. to Waite St.)
 - Bryant St. (Grand Ave. to Union St.)
 - Black Beauty Trail
 - Dunn St. (Wildomar Trail to Pasadena St.)
 - Darby St. (Wildomar Trail to Pasadena St.)
 - Gruwell St. (Black Beauty Trail to Baxter Rd.)
 - Orchard St. (Walnut St. to Cashew St.)
 - Pony Cart Trail
 - Wesley St. (at Palomar St.)
 - Wildomar Trail (Grand Ave. to Palomar St.)
- **2021/2022 Project**
 - Lemon St. (Gafford Rd. to north of Citrus Grove)
 - Grand Ave. (Jane Ct. to north of Kennemer Dr.)
 - 60+ Residential Slurry Seal Streets
- **2023/2024 Project**
 - Clinton Keith Rd (Grand Ave to Hidden Springs Rd)
 - Grand Ave (Willow Bay to Leslie St)
 - Grand Ave (Clinton Keith Rd to Royal Adelaide St)
 - Walnut St (Mission Trail to White St)
 - Cherry St (East of I-15, Bundy Canyon Rd to Waite St)
 - Waite St (East of I-15, Orange St to Sellers Rd)
 - Sellers Rd (Bundy Canyon Rd to Waite St)
 - Canyon Ranch Rd (Bundy Canyon Rd to Gafford Rd)
 - Gafford Rd (Great Falls Rd to Canyon Ranch Rd)
 - Wildomar Trail (Palomar St to Margaret Ln)
 - Cervera Road (Wildomar Trail to 325' East)
 - 129 Residential Slurry Seal Streets

DISCUSSION:

Selecting which streets will be included in the annual Road Rehab or Slurry Seal Projects

requires the consideration of several different criteria. The primary criteria that are considered include:

- Pavement Condition Index (PCI)
- Roadway Priority
- Future Overlapping Projects
- Public Input
- Rehabilitation Costs

Pavement Condition Index

Pavement Condition Index (PCI) is a number that is used to describe the condition of pavement on a street. PCI can be based on a visual assessment of a road or based on an assessment made with the use of special instruments. PCI ratings range from 0 to 100 and are categorized as shown in Table 1 below.

Table 1 - PCI Ratings

PCI	Condition Description
90-100	Excellent
70-90	Good
50-70	Fair/At Risk
25-50	Poor
0-25	Very Poor/Failed

As of 2021, the City's network average PCI was 65. As part of a Pavement Management Program (PMP) that relies on the use of PCIs, it is generally recommended to prioritize and maintain roads with a higher PCI first. Maintaining higher PCI roads is less costly and extends the lifespan of the road, reducing long-term maintenance and repair costs. Once a road begins to deteriorate past the 'Good' condition, repair costs significantly increase. For roads that have already entered the 'Fair/At Risk' condition, or lower, preventative maintenance may not be the most effective option and more significant rehabilitation may be necessary, which significantly increases costs.

Roadway Priority

Some roadways may have a higher priority than others based on classification and use. For example, arterial or regional roads that carry large amounts of daily traffic, have high speeds, and experience heavy traffic loads may warrant more immediate attention due to the reliance of a larger number of daily users on that road. Roads that serve specific uses such as schools, hospitals, or other similar uses may also have a higher priority than other streets.

Future Overlapping Projects

There are several roads throughout the City that are part of upcoming Capital Improvement Projects or Private Development Projects. These projects may already be scoped to widen, improve, and/or rehabilitate pavement. As a result, staff takes into consideration these

upcoming projects to maximize cost efficiencies, minimize waste, and minimize traffic impacts. For example, including road rehab in the scope of a widening project minimizes disruption to drivers by limiting the work to one larger combined project rather than having one contractor repave the street in one year, and another contractor widen the street in a subsequent year. Private Development Projects that are conditioned to provide certain improvements are also responsible for the costs of those improvements. This reduces the City's costs for maintenance and allows the City to use those funds to maintain other roads.

Public Input

The City regularly receives feedback from the public about roadway conditions and areas that may need maintenance. In addition to the City's routine maintenance schedule, the City responds to and addresses these requests as they arrive. Staff makes note of where repetitive requests are received, or where repetitive maintenance on a specific street is observed and would be better addressed by a larger rehabilitation project. Staff also takes into consideration locations that are specifically requested by residents for general repaving or rehabilitation.

Rehabilitation Costs

Road rehabilitation strategies can vary significantly in cost. Slurry seals and microsurfacing are surface treatments designed to work in conjunction with crack sealing to help seal the asphalt surface to protect the roadway from intrusion of water into the base layers, which could result in base and pavement failure. Slurry seals are generally a lower cost preventative maintenance measure. Asphalt overlays are more expensive due to the cost of the asphalt and the methods and equipment required to place the asphalt. Removals and replacements of asphalt are even more expensive due to the cost of equipment to remove and dispose of the material, and the increased cost to implement traffic control. Based on available budgets, rehabilitation of certain streets may be limited in a given year.

A list of the streets previously approved and a list of additional potential streets to be considered for the next year's project are included below.

- **Potential Streets to be Considered for the FY 2024/2025 Project (next year's project)**
 - Bundy Canyon Rd. (Mission Trail to I-15 NB Ramps)
 - Waite St./Orange St. (Mission Trail to Bundy Canyon Rd.)
 - Lemon St. (Mission Trail to Grape St.)
 - Union St. (Sheila Ln. to Gruwell St.)
 - Wesley St. (Union St. to Grand Ave.)
 - ARAM, Chip Seals, and/or Slurry Seals through various residential streets
 - Remove and Replace ("Deep Digout") locations Citywide
 - CIP 025 Clinton Keith Road (Hidden Springs Rd. to Eastern City limits)
 - CIP 026-2 Bundy Canyon Road (Oak Canyon Dr. to The Farm Rd.)
 - CIP 044-3 Mission Trail (Malaga Rd. to Elberta Rd.)

To be eligible to use RMRA funds, the City is required to adopt a resolution each year identifying a list of the streets that are proposed for the next fiscal year's budget. This resolution must be submitted to the California Transportation Commission (CTC) before the City can receive its appropriation of RMRA funds for the fiscal year. The RMRA program also requires that there be a public input process on the selection of streets included in the resolution. While the City already accepts and considers public input throughout the year, staff would like to receive any additional input from the public or the City Council on the potential list of streets to be considered for next fiscal year's project. With this feedback, staff will complete the evaluation of streets and bring forward a resolution with a final list of streets for City Council consideration and adoption at the May Council Meeting.

FISCAL IMPACT:

Road Rehab is included in the annual CIP Program Budget and typically makes use of RMRA, Measure AA, and Measure A funds. There is no impact to the General Fund.

ATTACHMENTS:

[Presentation - Road Rehab for FY 24/25](#)



Road Maintenance and Rehabilitation

Program Summary and Potential List of Streets for FY 24/25

Public Works Department

City of Wildomar

April 10, 2024



Road Repair and Accountability Act of 2017

- Senate Bill (SB) 1 – Road Repair and Accountability Act
- Created Road Maintenance and Rehabilitation Program
- Created Road Maintenance and Rehabilitation Account (RMRA) for program funding
- Increased funding through gas tax
- Percentage of funding apportioned for counties and cities for basic road maintenance, rehabilitation, and safety projects.
- City receives annual appropriation from RMRA.
- City's FY 24/25 apportionment estimated at \$939,751 (as of January 2024).

City's Road Maintenance and Rehabilitation Program

2018/2019

- Bundy Canyon Rd. (Oak Circle Dr. to The Farm Rd.)
- Clinton Keith Rd. (Palomar St. to Renaissance Plaza - north side only)
- Grand Ave. (Jane Ct. to McVicar St.)
- Inland Valley Dr.

2019/2020

- Almond St. (Bundy Canyon Rd. to Waite St.)
- Bryant St. (Grand Ave. to Union St.)
- Black Beauty Trail
- Dunn St. (Wildomar Trail to Pasadena St.)
- Darby St. (Wildomar Trail to Pasadena St.)
- Gruwell St. (Black Beauty Trail to Baxter Rd.)
- Orchard St. (Walnut St. to Cashew St.)
- Pony Cart Trail Wesley St. (at Palomar St.)
- Wildomar Trail (Grand Ave. to Palomar St.)

City's Road Maintenance and Rehabilitation Program

2021/2022

- Lemon St. (Gafford Rd. to north of Citrus Grove)
- Grand Ave. (Jane Ct. to north of Kennemer Dr.)
- 60+ Residential Slurry Seal Streets

2023/2024

- Clinton Keith Rd (Grand Ave to Hidden Springs Rd)
- Grand Ave (Willow Bay to Leslie St)
- Grand Ave (Clinton Keith Rd to Royal Adelaide St)
- Walnut St (Mission Trail to White St)
- Cherry St (East of I-15, Bundy Canyon Rd to Waite St)
- Waite St (East of I-15, Orange St to Sellers Road)
- Sellers Rd (Bundy Canyon Rd to Waite St)
- Canyon Ranch Rd (Bundy Canyon Rd to Gafford Rd)
- Gafford Rd (Great Falls Rd to Canyon Ranch Rd)
- Wildomar Trail (Palomar St to Margaret Ln)
- Cervera Road (Wildomar Trail to 325' East)
- 129 Residential Slurry Seal Streets

Road Selection Criteria



PAVEMENT
CONDITION INDEX
(PCI)



ROADWAY PRIORITY



FUTURE
OVERLAPPING
PROJECTS



PUBLIC INPUT



REHABILITATION
COSTS

Pavement Condition Index

PCI	Condition Description
90-100	Excellent
70-90	Good
50-70	Fair/At Risk
25-50	Poor
0-25	Very Poor/Failed

Road Selection Criteria



PAVEMENT
CONDITION INDEX
(PCI)



ROADWAY PRIORITY



FUTURE
OVERLAPPING
PROJECTS

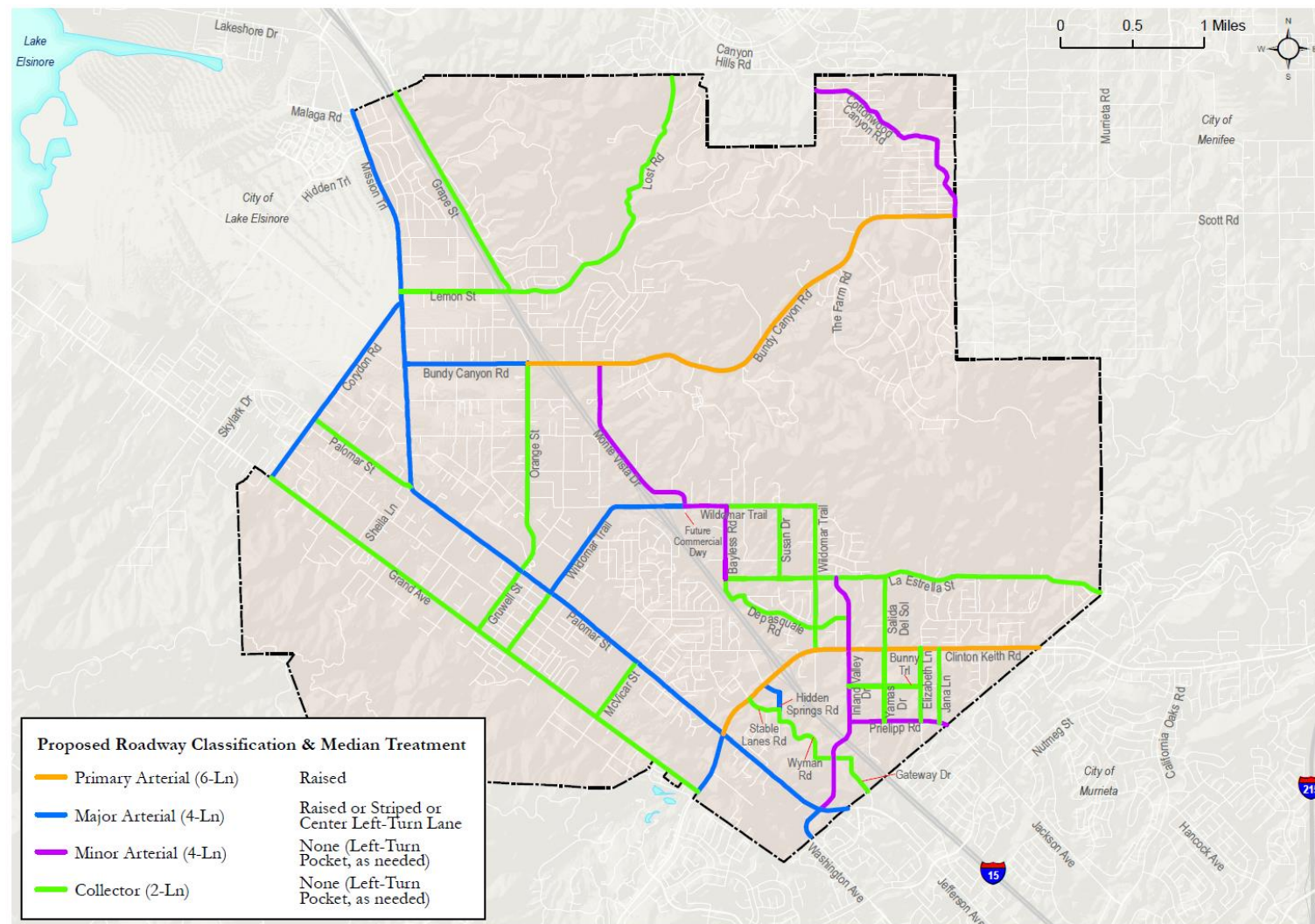


PUBLIC INPUT



REHABILITATION
COSTS

Roadway Priority



Road Selection Criteria



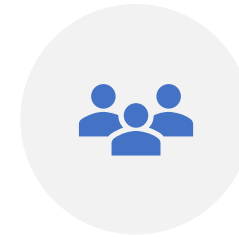
PAVEMENT
CONDITION INDEX
(PCI)



ROADWAY PRIORITY



FUTURE
OVERLAPPING
PROJECTS



PUBLIC INPUT



REHABILITATION
COSTS

Road Selection Criteria



PAVEMENT
CONDITION INDEX
(PCI)



ROADWAY PRIORITY



FUTURE
OVERLAPPING
PROJECTS



PUBLIC INPUT



REHABILITATION
COSTS

Road Selection Criteria



PAVEMENT
CONDITION INDEX
(PCI)



ROADWAY PRIORITY



FUTURE
OVERLAPPING
PROJECTS



PUBLIC INPUT



REHABILITATION
COSTS



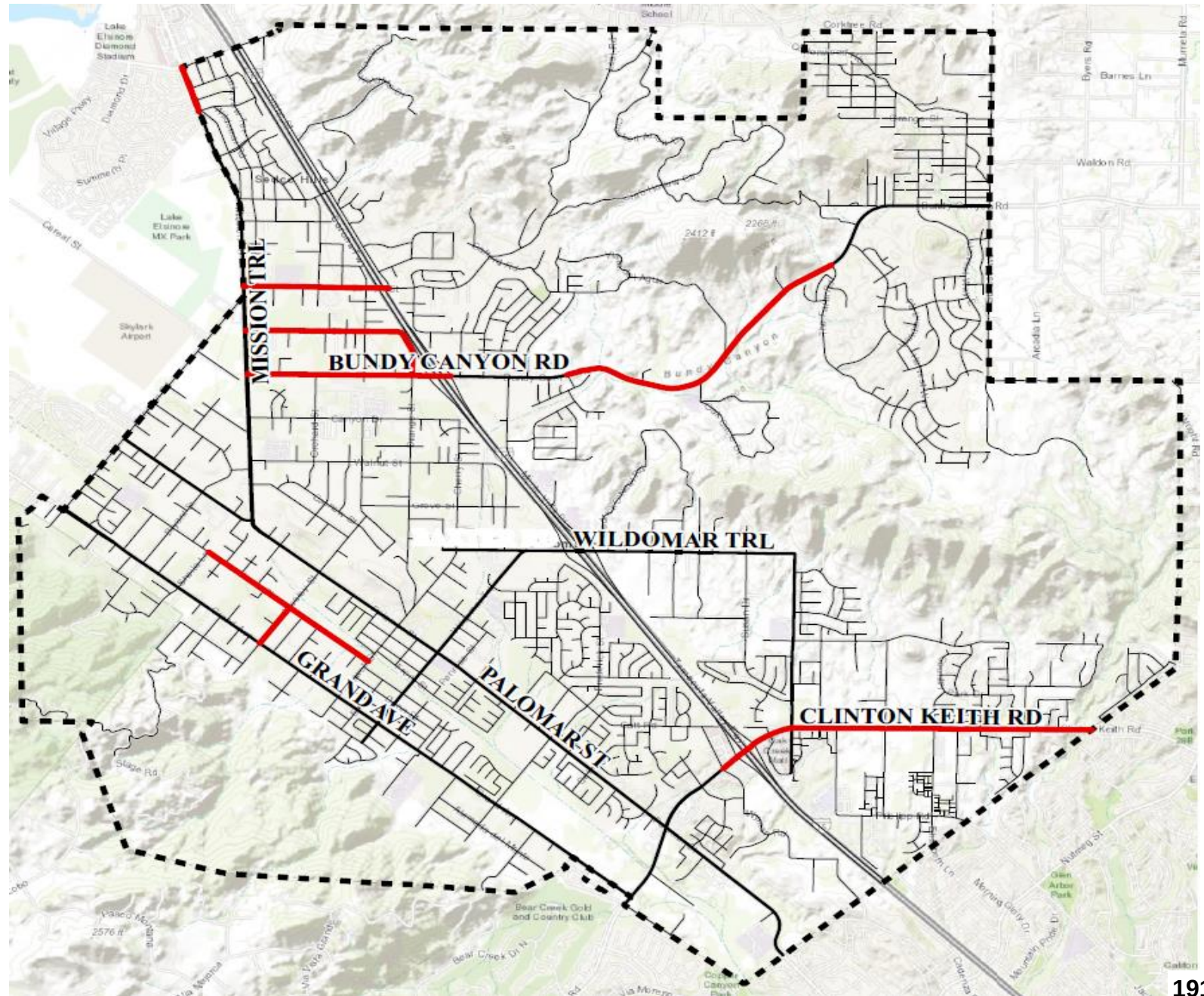
Budgeting Rehabilitation Costs =

1. RMRA Funds
2. Local Funds (Measure A/AA)
3. Grants



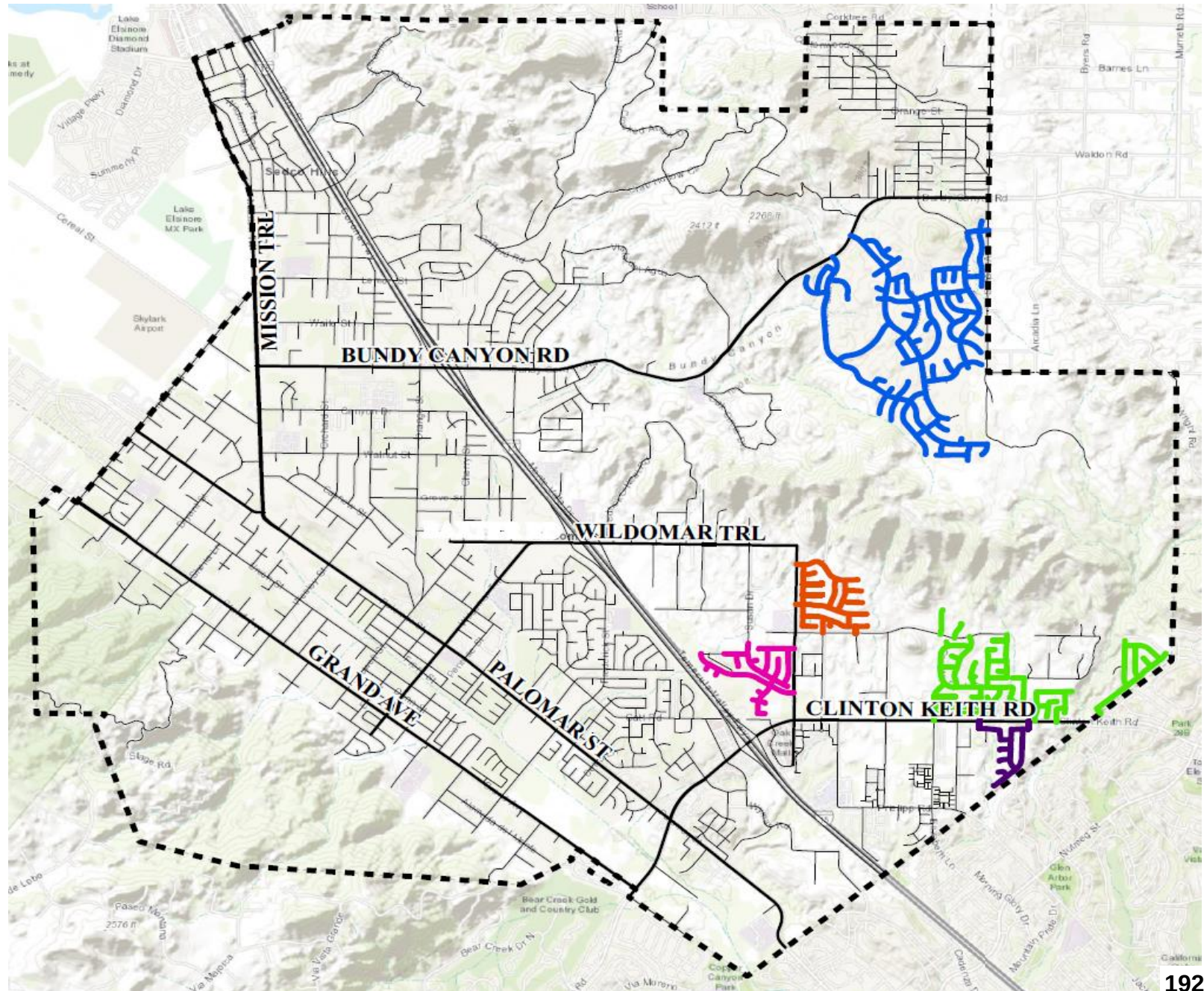
2024/2025 Project (Potential Rehab Streets)

*Note: Map is in draft form and
street selection is subject to final
revisions prior to advertisement.*



2024/2025 Project (Potential ARAM, Chip Seal, Slurry Streets)

*Note: Map is in draft form and
final street selection is subject
change based on project budget
and bid results.*



Potential List of Streets for 2024/2025 Project

Bundy Canyon Rd. (Mission Trail to I-15 NB Ramps)

Lemon St. (Mission Trail to Grape St.)

Waite St/Orange St. (Mission Trl to Bundy Canyon Rd.)

Wesley St. (Union St. to Grand Ave.)

Union St. (Sheila Ln to Gruwell St.)

ARAM, Chip Seal, and/or Slurry Seal through various residential streets

Remove and Replace ("Deep Digout") locations Citywide

CIP 025 Clinton Keith Road (Hidden Springs Rd to Eastern City limits)

CIP 026-2 Bundy Canyon Road (East of Oak Canyon Dr to The Farm Rd)

CIP 044-3 Mission Trail (Malaga Road to Elberta Road)

Questions and Input





CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: April 10, 2024

SUBJECT: 45-Day Urgency Ordinance Establishing a Moratorium on Certain Uses

SUBMITTED BY: Matthew Bassi

PREPARED BY: Thomas D Jex

ACTION:

1. Determine that adoption of the Urgency Ordinance meets the findings for a General Rule exemption in accordance with Sections 15378 and 15387(b)(5) of the CEQA Guidelines; and
2. Approve an Interim Urgency Ordinance entitled:

ORDINANCE NO. ____

AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF RECREATIONAL VEHICLE AND BOAT STORAGE FACILITIES, AUTOMOBILE FUELING STATIONS, CAR WASHES AND FAST FOOD RESTAURANTS AND DECLARING THE URGENCY THEREOF, TO TAKE EFFECT IMMEDIATELY

BACKGROUND:

At the March 20, 2024, City Council study session on the General Plan update, staff presented to the Council a series of discussion topics related to prohibiting a variety of uses as part of the Wildomar Development code update. Specifically, staff asked for direction related to the following actions:

- a. prohibiting gas stations, quick service restaurants (QSR's), and car washes (all types) on major corridors in the C-1/C-P and C-P-S commercial zones; and
- b. prohibiting RV Storage, Boat Storage, and Truck/trailer Storage uses in the C-1/C-P and C-P-S commercial zones.

Staff was seeking direction from the Council on prohibiting these specific uses as part of the Wildomar Development Code update due to their overabundance, incompatibility with the new

vision of the General Plan, and economic impacts related to jobs and property taxes.

DISCUSSION:

The City Council deliberated these discussion topics and received public input (for and against) regarding the prohibition of these uses in the new Wildomar Development Code. A discussion about establishing Performance Standards (i.e., special design standards) as opposed to a prohibition was also considered. Staff recommends that we take the time to prepare the development code and prepare Performance Standards, and bring back to the Planning Commission and City Council for discussion prohibitions and / or Performance Standards.

Since the new Development Code will not be adopted by the City Council until October 2024 with an effective date of December 2024, staff is now asking the City Council to introduce and approve an interim urgency ordinance (45-days) at tonight's meeting.

Note: The adoption of an urgency ordinance is permitted under the provisions of Government Code 65858 and requires a four-fifths vote of the entire City Council.

The urgency moratorium ordinance will place an immediate "stay" on the processing and approval of the uses listed above. This allows staff to further research and evaluate these issues and how best to address the potential prohibitions in the new Development Code that will not go into effect until December 2024. Since the urgency ordinance is valid for only 45 days, staff intends to bring a request to Council at their May 8, 2024 meeting to extend the moratorium for an additional 10 months and 15 days. This equates to a time period of one (1) year which will give staff adequate time to complete the General Plan and new Development Code updates.

Current Planning Projects in Entitlement Review:

The Planning Department is currently reviewing several development projects that include the various uses listed above as part of the proposed projects listed below. These uses and projects will be affected by the adoption of the Urgency Ordinance and potential Ordinance Extension, as the Urgency Ordinance will place an immediate "stay" on the processing and approval of these proposed projects. It is important to note that none of these projects have been deemed complete nor have these projects been scheduled for a public hearing. The projects are listed as follows:

1. Stable Lanes Retail Center (PA 24-0008): A proposal to subdivide a 4.61-acre site into 4 parcels (TPM No. 38911) and a Plot Plan to develop a 16,974 sq. ft. retail center comprised of a 5,724 sq. ft. express car wash, 3,900 sq. ft. drive-thru restaurant and a 7,350 sq. ft. multi-tenant retail building with drive-thru located in the C-1/C-P zone at the SWC of CKR & Stable Lanes (APN: 380-120-012 & -013).
2. Cherry Outpost Commercial Project (PA 23-0118): A proposed commercial center consisting of an 84-room (55,000 sq. ft.) hotel, 7,400 sq. ft. gas station/c-store, including

an RV fueling area, a 3,100 sq. ft. fast food/drive-thru restaurant and a 3,476 sq. ft. express car wash on 6.65 acres in the C-P-S zone located at the NWC of Cherry St. & Bundy Canyon Road (APN: 366-290-007 & 366-290-008).

3. Bundy RV Super Storage Project (PA 20-0031): A proposed CUP/Plot Plan to establish an RV consignment sales lot and 385-space outdoor RV storage lot on an 8.73-acre site in the C-1/C-P zone located at 21562 Bundy Canyon Road (APN: 366-160-040; 366-210-035; 036 & 037); and
4. Store-America RV Storage Lot (PAR 24-0020): A proposal to legalize and unpermitted (unapproved) RV & Boat Storage use situated on 1.5 acres in the C-1/C-P zone located at 33910 Mission Trail (APN: 366-160-066 & 366-160-067).

ATTACHMENTS:

[Attach A - Urgency Ordinance-final \[4-10-24\].docx](#)

ORDINANCE NO. _____

AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF RECREATIONAL VEHICLE AND BOAT STORAGE FACILITIES, AUTOMOBILE FUELING STATIONS, CAR WASHES AND FAST FOOD RESTAURANTS AND DECLARING THE URGENCY THEREOF, TO TAKE EFFECT IMMEDIATELY

WHEREAS, the City of Wildomar ("City") is currently its drafting first City-specific update of the General Plan; and

WHEREAS, residents are drawn to Wildomar for its unique environment and quality of life. They value lifestyle opportunities that can only be found in few remaining areas of Southern California, with a balance between the natural environment, rural traditions, and urban amenities of modern life; and

WHEREAS, as Wildomar grows, the General Plan envisions a safe and active community with responsible growth and quality infrastructure while keeping a hometown feel; and

WHEREAS, in parallel with developing the policy direction for the General Plan, the City has been working on drafting a new Development Code, which will be adopted (following approval of the General Plan) for consistency with the General Plan and to support the City's economic development goals and objectives; and

WHEREAS, of the physical environment that people value about Wildomar, it is City Council's intention that new developments will be designed and located to integrate into the existing character of the City; and

WHEREAS, RV and boat storage facilities, automobile fueling stations, car washes and quick service/fast food restaurants standards need to be reevaluated for their effect on the City prior to adoption of a new Development Code; and

WHEREAS, additional planning and research is necessary before the City considers any permanent development and design standards regarding RV and boat storage facilities, automobile fueling stations, car washes and quick service/fast food restaurants; and

WHEREAS, the City has received pending applications for RV and boat storage facilities, automobile fueling stations, car washes and quick service/fast food restaurants, and anticipates receiving more applications for such permits in the future; and

WHEREAS, the issuance and approval of subdivisions, use permits, variances, building permits or any other applicable entitlement for use for RV and boat storage

facilities, automobile fueling stations, car washes and quick service/fast food restaurants during the period that permanent regulations, design and development standards are being considered would result in the aforementioned threat to public health, safety or welfare; and

WHEREAS, the California Constitution, Article XI, section 7, provides the City with the authority to enact ordinances to protect the health, safety, welfare and morals of their citizens, and zoning regulations are a permissible exercise of this authority; and

WHEREAS, based on the foregoing it is in the best interest of public health, safety and welfare to allow the staff and the City time to adequately study the land use issues related to RV and boat storage, automobile fueling stations, car washes and quick service/fast food restaurants; and

WHEREAS, Government Code Section 65858 allows the City to protect the public health, safety and welfare by adopting interim emergency moratoria in order to allow time to study whether certain land uses should be allowed, prohibited, or regulated under the City's zoning ordinance.

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

SECTION 1. Declaration of Findings Constituting Urgency

- a) The City of Wildomar incorporates the recitals set forth above as findings and the City Council hereby again makes and affirms those findings, and based thereon declares that such recitals and findings evidence facts constituting urgency as required under the law for the subject action.
- b) The Environmental Protection Agency ("EPA") has classified automobile fueling stations and fuel storage locations as uses that may result in a brownfield site. Brownfield sites are properties, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.
- c) Common contaminants found at automobile fueling station sites include gasoline, diesel, and petroleum oil, volatile organic compounds and solvents, polycyclic aromatic hydrocarbons, and lead. Exposure to the types of contaminants present, or potentially present, at automobile fueling stations threatens the public health, safety or welfare of neighboring communities.
- d) There are nine (9) active automobile fueling stations in the City with an additional three (3) approved/pending approval. Furthermore, many of the existing automobile fueling stations are located near sensitive receptors. The close proximity of automobile fueling stations to these areas increases the risk of contaminant exposure to vulnerable populations. This problem is exacerbated in

situations where the automobile fueling service station may become a brownfield site.

- e) Of the City's nine (9) existing operational automobile fueling stations, eight (8) are combined with a convenience store. Automobile fueling stations combined with convenience stores can have greater impacts on the surrounding area than automobile fueling stations alone, including impacts related to air quality due to increased idling of vehicles, increase trash, noise, and potential crime, particularly when open twenty-four (24) hours a day, seven (7) days a week.
- f) The City Council is concerned that automobile fueling station uses might cause disproportionate public health, safety and welfare impact to the City of Wildomar community and its residents without compensating benefits to the community.
- g) The City does not have specific development or design standards specifically related to recreational vehicle ("RV") and boat storage facilities. RV and boat storage facilities have a potentially significant impact on the public, health, safety and welfare.
- h) The establishment of additional RV and boat storage facilities according to the current provisions of the zoning code may be inconsistent with the City of Wildomar's, General Plan which has stated goals that include, but are not limited to, the promotion of a diverse jobs base, the creation of pedestrian-oriented activity centers that serve as community focal points, and the preservation and enhancement of the visual character of scenic corridors.
- i) City Council desires to provide a strong and competitive commercial sector which best serves the needs of the community, attract uses which strengthen the economic base and expand market opportunities for existing and new businesses, enhance the appearance of commercial districts, and identify and address the over-concentration of uses which are detrimental to the health and welfare of the people of the community.
- j) Fast food restaurants typically have a standardized design that is out of context with the neighborhood, in addition to excessive signage, little or no landscaping, large expanses of surface parking, drive-through windows, multiple driveways, parking lots fronting the street and large setbacks, all of which impact pedestrian activity, traffic, neighborhood aesthetics and the environment through heat release into the air and air pollution in the area.
- k) The proliferation of fast food establishments throughout the City may create adverse built environment and quality of life impacts and without the use of appropriate planning and policy measures this type of development could continue to undermine the goals and objectives of the City's first General Plan.

- l) The City has 14 car wash facilities that include eight (8) existing/operational, four (4) that have been approved but not yet built, and two (2) currently going through the entitlement process which are permitted subject to the approval of a conditional use permit under current zoning code requirements.
 - m) Car washes generate undesirable conditions for adjacent property owners, including odors from chemicals and vehicle exhaust, noise from vacuums, pumps, pressurized sprayers, etc.
 - n) The impact car washes have can be detrimental to the quality of life for adjacent residents and disruptive to adjacent businesses. Allowing the continued establishment of carwashes will result in the immediate potential for disruptions to the quality of life for adjacent residents and businesses.
 - o) Failure to adopt this moratorium would impair the orderly and effective implementation of contemplated amendments to the Wildomar Municipal Code ("WMC"), and any further authorization of the land uses described above within the City during the period of the moratorium may be in conflict with or may frustrate the contemplated amendments to the WMC following adoption of the City's first General Plan.
 - p) The City has pending applications for RV and boat storage facilities, automobile fueling stations, car washes and quick service/fast food restaurants as set forth below. Accordingly, there is a current and immediate threat to the public health, safety, or welfare related to these land uses.
- 1) Stable Lanes Retail Center (PA 24-0008): A proposal to subdivide a 4.61-acre site into 4 parcels (TPM No. 38911) and a Plot Plan to develop a 16,974 sq. ft. retail center comprised of a 5,724 sq. ft. express car wash, 3,900 sq. ft. drive-thru restaurant and a 7,350 sq. ft. multi-tenant retail building with drive-thru located in the C-1/C-P zone at the SWC of CKR & Stable Lanes (APN: 380-120-012 & -013).
 - 2) Cherry Outpost Commercial Project (PA 23-0118): A proposed commercial center consisting of an 84-room (55,000 s.f.) hotel, 7,400 s.f. gas station/c-store, including an RV fueling area, a 3,100 s.f. fast food/drive-thru restaurant and a 3,476 s.f. express car wash on 6.65 acres in the C-P-S zone located at the NWC of Cherry St. & Bundy Canyon Road (APN: 366-290-007 & 366-290-008).
 - 3) Bundy Super Storage Project (PA 20-0031): A proposed CUP/Plot Plan to establish an RV consignment sales lot and 385-space outdoor RV storage lot on an 8.73-acre site in the C-1/C-P zone located at 21562 Bundy Canyon Road (APN: 366-160-040; 366-210-035; 036 & 037).

- 4) Store-America RV Storage (PAR 24-0020): A proposal to legalize an RV & Boat Storage use situated on 1.5 acres in the C-1/C-P zone located at 33910 Mission Trail (APN: 366-160-066 & 366-160-067).
- q) In connection with the City's General Plan update, the Community Development Department intends to study and develop location, design and development standards for RV and boat storage facilities, automobile fueling stations, car washes and quick service/fast food restaurants which may be in conflict with current City standards.

SECTION 2. IMPOSITION OF MORATORIUM

- a) In order to ensure the immediate protection of the public health, safety and welfare in accordance with Government Code Section 65858 and based on the findings set forth above in Section 1 of this Ordinance as well as additional verbal and written information presented to the City Council, from and after the date of this Ordinance, the City shall not process, approve or issue any new subdivisions, use permits, variances, building permits or any other applicable entitlement for use for RV and boat storage, automobile fueling stations, car washes and quick service/fast food restaurants as provided in the Wildomar Municipal Code until such time as the City Council repeals or otherwise modifies this Ordinance.
- b) This moratorium shall become effective on the date of adoption of this Ordinance and shall remain in effect for 45-days, unless extended by the City Council as provided for in Government Code Section 65858.
- c) Ten days prior to the expiration of the moratorium or any extension, the City Council shall issue a written report describing the steps and/ or regulations for these land uses taken by the City.

SECTION 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. CEQA

This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it places a moratorium on the issuance of permits. 14 Cal. Code Regs. § 15378. The Ordinance is also exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The City Clerk shall

cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption. It shall be in effect until repealed by the City Council or otherwise modified by the City Council.

SECTION 6. PUBLICATION

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 Section 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 Section 39633(c).

SECTION 7. CERTIFICATION

The foregoing Ordinance was approved and adopted at a meeting of the City Council of the City of Wildomar held on the 10th day of April, 2024, by the following vote:

Ayes:

Noes:

Absents:

Abstains:

Bridgette Moore, Mayor

ATTEST:

Janet Morales, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney



CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: April 10, 2024

SUBJECT: Unlawful Possession of Catalytic Converter Ordinance

SUBMITTED BY: Matthew Bassi

PREPARED BY: Thomas D Jex

ACTION:

1. Determine that adoption of the Ordinance Amending Title 9 of the Wildomar Municipal Code meets the findings for a General Rule exemption in accordance with Sections 15060 and 15061(b)(3) of the CEQA Guidelines; and

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING TITLE 9 (PUBLIC PEACE AND WELFARE) OF THE WILDOMAR MUNICIPAL CODE ADDING CHAPTER 9.54 ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS

BACKGROUND:

A catalytic converter is an exhaust emissions control device located underneath automobiles between the exhaust manifold and the muffler. These devices contain precious metal such as platinum, palladium, and rhodium, some of which are valued at several thousand dollars per ounce. The catalytic converter is easily accessible on most vehicles.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified.

DISCUSSION:

The proposed ordinance adds a new chapter to the Wildomar Municipal Code. The ordinance is based on an ordinance that was adopted by the Riverside County Board of Supervisors on September 12, 2023. The proposed ordinance makes it unlawful for any person to possess any catalytic converter that is not attached to a vehicle unless the person has a valid proof of ownership of the catalytic converter. Notably, the City is not required to prove the catalytic converter was stolen in order to establish the possession is not a “lawful possession.”

Under the ordinance, “documentation or other proof” could include the following types of documents:

- Bill of sale from the original owner with the signature of the vehicle owner authorizing removal of the catalytic converter, as well as the name, address, and telephone number of the vehicle owner.
- Documentation from an autobody shop or similar business proving that the owner relinquished the catalytic converter to the autobody shop or similar business.
- Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
- Photographs of the vehicle from which the catalytic converter originated clearly showing the license plate number and vehicle identification number (VIN) of the car from which the catalytic converter was removed.

The proposed ordinance also makes it unlawful to falsify or cause to be falsified any information in any documentation or other proof intended to show valid proof of ownership or possession of a catalytic converter.

FISCAL IMPACT:

There is no direct fiscal impact associated with adoption of this ordinance.

ATTACHMENTS:

[Attach A - City Council Catalytic Converter Ordinance \[4-10-24\].docx](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING TITLE 9 (PUBLIC PEACE
AND WELFARE) OF THE WILDOMAR MUNICIPAL CODE
ADDING CHAPTER 9.54 ESTABLISHING REGULATIONS
PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC
CONVERTERS**

WHEREAS, California is the state with the highest number of catalytic converter theft claims from 2020 through 2022, with 51,585 catalytic converter thefts reported to insurers according to the National Insurance Crime Bureau. Between 2022 and 2024, 77 have been stolen in the City of Wildomar.

WHEREAS, the residents of Riverside County, including the City of Wildomar (“City”) have experienced rising catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City legislation to define and impose penalties regarding catalytic converter thefts absent an identifiable victim who is willing to participate in the prosecution of the theft; and

WHEREAS, there is currently no State or Federal legislation applicable within the City requiring individuals discovered to be in possession of detached catalytic converters to provide proof to law enforcement as to how they obtained catalytic converters, therefore limiting law enforcement’s ability to protect the public from catalytic converter thefts and seize suspected stolen catalytic converters when no victim is present; and

WHEREAS, the legislature has enacted, and the Governor has signed into law, Senate Bill (SB) 1087 and Assembly Bill (AB) 1740, which generally prohibit individuals from purchasing a used catalytic converter from anyone other than certain specified sellers, including automobile dismantlers, automotive repair dealers, or an individual possessing documents, as specified, that shows they are the lawful owner of the catalytic converter and requires “core recyclers,” as defined, to keep a detailed written record, including the year, make and model of the car from which a catalytic converter was removed, as well as a copy of the vehicle’s title, prior to purchasing a catalytic converter from a seller; and

WHEREAS, the City has broad discretionary power to make and enforce within its limits all ordinances and regulations regardless of whether the subject concerns a municipal affair; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit such thefts for multiple reasons, including, but not limited to: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools, (2) the ability to recycle catalytic

converters at scrap metal yards for high dollar returns; and (3) legislation requiring a victim in order to prosecute such thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and feelings of a lack of safety in the community; and

WHEREAS, the City desires to regulate the possession of detached catalytic converters within its jurisdiction in order to better protect its residents, their property and their community; and

WHEREAS, regulating possession of detached catalytic converters neither contradicts nor duplicates the statutes adopted by the Legislature on the topic of catalytic converters; and

WHEREAS, this ordinance is necessary to provide the City clear legal authority to better protect the public and deter this criminal activity.

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

SECTION 1. RECITALS

The above recitals are true and correct and are hereby incorporated herein by this reference.

SECTION 2. ADDITION OF CHAPTER 9.54 TO THE WILDOMAR MUNICIPAL CODE

Chapter 9.54 is hereby added to Title 9 (Public Peace and Welfare) of the Wildomar Municipal Code to read in its entirety as follows:

Chapter 9.54 UNLAWFUL POSSESSION OF CATALYTIC CONVERTER

9.54.010 Definitions.

- A. "Catalytic converter" means any exhaust emission control device, or portion thereof, that converts toxic gases and pollutants in exhaust gas from an internal combustion engine into less-toxic pollutants.
- B. "Documentation or other proof" means written document(s) clearly identifying the vehicle from which the catalytic converter originated based on the totality of the circumstances, which includes, but is not limited to, the following types of documents:
 - 1. Bill of sale from the original owner with photographs

2. Verifiable documentation from an autobody shop proving the owner relinquished the catalytic converter to the autobody shop.
 3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
 4. Photographs of the vehicle from which the catalytic converter originated.
 5. Vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number or driver's license number of registered vehicle owner.
- C. "Lawful possession" means being the lawful owner of the catalytic converter or being in possession of the catalytic converter with the lawful owner's verifiable written consent. It is not required to prove the catalytic converter was stolen to establish unlawful possession.
- D. "Enforcement officer" means code enforcement officer or police officer.

9.54.020 Unlawful possession of a catalytic converter prohibited.

- A. It shall be unlawful for any person to possess any catalytic converter that is not attached to a vehicle, unless the possessor has documentation or other proof to verify that they are in lawful possession of the catalytic converter.
- B. It is unlawful for any person to knowingly falsify or cause to be falsified any information in any documentation or other proof intended to show valid ownership or possession of a catalytic converter.

9.54.040 Violations and enforcement.

- A. Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by this code. Each and every catalytic converter unlawfully possessed is a separate violation of this chapter.
- B. Any person who violates any provision of this chapter is guilty of a misdemeanor, and upon conviction punished by a fine not to exceed one thousand dollars (\$1,000), or by imprisonment for a term not exceeding six months or both.
- C. Nothing in this chapter shall be intended to limit any penalties provided for under state law.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Adoption of this ordinance is not subject to CEQA, as it is not a "Project" as defined by CEQA. (CEQA Guidelines Section 15060(c)(3)). A Project means 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. The requested action is to amend the Municipal Code to create a new offense and is exempt as it will not result in direct or reasonably foreseeable indirect physical change in the environment. This action is further exempt from CEQA under the “common sense” exemption as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (CEQA Guidelines Section 15061(b)(3)).

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 10th day of April, 2024.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk



CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.4
Meeting Date: April 10, 2024

SUBJECT: Measure Z Oversight Advisory Committee Appointments

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:

Review the applications for membership and appoint 3 members to serve on the Measure Z Oversight Advisory Committee for terms expiring February 2026.

SUMMARY:

The Measure Z Committee is comprised of five members and serves as established by the City Council. Committee members serve for 2-year terms. The Committee's role is to ensure that all revenues received from the voter-approved "Save Wildomar Community Parks Funding Measure" (Measure Z) are spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18.

BACKGROUND:

In February 2024, Committee Members James (Jim) Howey, Kathleen Kovich and Timothy Underdown's terms expired.

DISCUSSION:

A Notice of Vacancy was issued for the 3 scheduled vacancies, and at the end of the application period, a total of 7 applications were received from the following residents:

1. Kristi Bergdahl
2. Gina Delahoussaye
3. James Howey (Term Expired Feb. 2024)
4. Kathleen Kovich (Term expired Feb. 2024)
5. Shawn Peukert
6. Timothy Underdown (Term expired Feb. 2024)
7. Gerald Woempner

It is staff's recommendation for the City Council to review the applications and appoint 3

applicants to the Measure Z Oversight Advisory Committee for a two-year term ending February 2026.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. [Kristi Bergdahl](#)
2. [Gina Delahoussaye](#)
3. [James Howey](#)
4. [Kathleen Kovich](#)
5. [Shawn Peukert](#)
6. [Timothy Underdown](#)
7. [Gerald Woempner](#)

Volunteer Application

WILDOMAR MEASURE Z

OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
 23873 Clinton Keith Rd Ste. 201
 Wildomar, CA 92595
 951.677.7751 (phone)
 951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: Bergdahl First Name: Kristi MI: Carol
 Address: [REDACTED] City: wildomar Zip Code: 92595
 Home: [REDACTED] Cell Phone: [REDACTED]
 Email Address: [REDACTED]

QUESTIONNAIRE

What type of Volunteer Experiences Have You Had?

I enjoy volunteering in my community, and I stay active. I serve the Graduate Business Association at my alma mater, Chico State, and empower over 200 MBA students. I've served since December 2022, and I put together workshops and events related to salary negotiation, professional development, vision boards, and grad parties. I create flyers and manage their social media account as well. I've been a member of Toastmasters International since January 2023, and I've helped with PR to advocate for our club to encourage more members (including sending announcements to MBA students at Chico State to join). I have volunteered for the International Women's Peace group, where I contacted hundreds of mayors and educational leaders to advocate for peace education in 2019-2020. I also attended a meet and greet with Congresswoman Karen Bass at an elementary school to advocate for peace education in communities and to connect. I was active in my church in Huntington Beach, where I collected toothpaste and floss and worked together with members to create care packages to pass out to homeless people in the community. I was also a church greeter at Sea Breeze church in 2017, where I welcomed guests. Additionally, I participated in street trash cleanups in my neighborhood when I lived in Anaheim in 2020 (fully masked of course), attended a peace event in San Diego in 2019, and marched with hundreds of other volunteers to advocate for peace. As a student senator at Orange Coast College in 2009-2010, I allocated \$2 M of student funds and organized events. I organized the first Town Hall meeting at OCC, which was a success. They're still holding them today.

Education, Credentials, Parks & Recreation and Accounting Experience:

I have a bachelor's in healthcare administration, an MBA in project management, and a PMP (a Project Management Professional certificate). I have taken courses in accounting and balanced ledgers and utilized accounting software.

Public Communication Experience:

As the Alumni Coordinator and former Communications Director and Project Manager at the GBA (I hold many roles and mostly where I'm needed), I manage the social media accounts. I create flyers, send email announcements, and utilize Canva to create visually appealing content. The GBA Instagram account is here to see my work: <https://www.instagram.com/gbachicostate/> (we have Facebook, LinkedIn, and CatsConnect accounts). When I was with the Women's Peace Group, I was the leader in collecting 17 letters from mayors, organizations, and more leaders to advocate for peace. The letters were passed on to another organization who pioneered this initiative and submitted the letters, along with theirs, to the United Nations as an MOU. As the student senator at Orange Coast College in 2009-2010 I created flyers and passed them out to classrooms to advocate for students to attend the Town Hall event. I spoke in the classrooms, too.

Project Leadership Skills/Experience:

I was a Quality Improvement Manager for a non-profit healthcare facility that was also a CCBHC and FQHC. There, I collected data and wrote reports for various active grants that supported our organizations efforts for quality patient care. I was also a Program Manager for the MRI Program and a healthcare college, there I met with students to encourage and council (with the director present). I also made sure students were maintaining attendance and following policies and procedures of the program to ensure success and timely completion. I was also an office manager for a medical facility where I managed the front and back office.

Computer Skills:

Outlook, Python, SharePoint, Canva, Microsoft Project, Asana, Excel, Word, PowerPoint, and more. I'm computer savvy and an active learner.

Other Relevant Skills/Information:

I am interested in helping the community. I am particularly interested in this opportunity because I can use my Project Management experience to organize/release funds for community park projects. I also like parks and the outdoors, and want to support this so that Wildomar can continue to be a great place to live.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking, stooping, kneeling, climbing, talking, listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Kristi

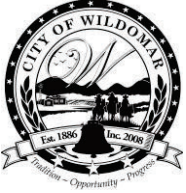
Applicant Name (print)

Kristi

Applicant Signature

April, 3, 2024

Date



Wildomar Measure Z Oversight Advisory Committee Supplemental Questionnaire

PRINT NAME: Kristi

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Kristi

4/3/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Yes, as a Student Senator at Orange Coast College, I actively participated in the governance and decision-making processes of the college. My role involved attending faculty and education board meetings, reporting back to the senate, and conducting meetings according to Robert's Rules of Order. This experience taught me the importance of transparency, accessibility, and orderly conduct in public meetings. Additionally, I was responsible for approving a significant student budget, which taught me valuable lessons in financial management and advocating for the benefit of the student body. Moreover, I was involved in overseeing the recycling center on campus, where we implemented policies to increase efficiency and accessibility to promote recycling. Overall, my experience in student governance has provided me with a deep understanding of the importance of responsible decision-making and effective leadership in a public institution.

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

The "Save Wildomar Community Parks Funding Measure" (Measure Z) is spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18. Residents voted in favor of Measure Z in 2012, a \$28 tax that residents pay to allocate funds towards community parks to ensure proper maintenance and support other park activities. According to my research, roughly 50% of the funds go to the Parks Department 4610, and the rest is allocated toward other park needs. There are four parks, according to the 2021-2022 report, and the long-term goal of Measure Z funds is to provide opportunities to engage more residents and to provide residents with recreational activities. The Oversight Advisory Committee members serve for two years and meetings are held on the first Thursday of the month (certain months are specified).

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

I applied because I want to connect with and support my community. I also want to use those skills in my volunteer work because I just received my PMP and have an MBA in project management. I plan to help organize events and ensure parks are orderly and a breath of fresh air for the community. I want to share these events with my neighbors in my community to connect more and engage more in activities held by the city. I also want to make lasting connections with city members because I like to stay engaged.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

I applied because I want to connect with and support my community. I also want to use those skills in my volunteer work because I just received my PMP and have an MBA in project management. I plan to help organize events and ensure parks are orderly and a breath of fresh air for the community. I want to share these events with my neighbors in my community to connect more and engage more in activities held by the city. I also want to make lasting connections with city members because I like to stay engaged.

5. What is your experience with governmental accounting?

I don't have experience with government accounting, but I do have education in accounting and I ran a medical office and balanced ledgers.

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

Line item budgeting allocates funds based on historical spending levels, with adjustments made for inflation or changes in activities. It is simple and less time-consuming but may lead to inefficiencies.

Zero-based budgeting requires a justification of all expenses from a "zero base" instead of using previous budgets as a reference point. While more time-consuming, it encourages a thorough review of expenses and can lead to greater efficiency and cost savings.

6. What is your experience with governmental or nonprofit audits?

I was a QI Manager at a healthcare non-profit and oversaw the CalOptima audit. I ensured all safety measures were in place (completed a walkthrough with staff beforehand and with the auditor). I reviewed the audit documents to ensure we were prepared for the auditor. We passed. The auditor had a few recommendations, so I implemented them and provided documentation as proof. The audit was a success. I also helped with three audits at the MRI College, where I worked as a Program Manager. These audits were accrediting bodies essential for us to continue operating and providing high-quality education. For each audit, we prepared for 4-6 months in advance and were meticulous. Since I oversaw the MRI program, I have reviewed all 180+ student files to ensure compliance. I also reviewed Financial Aid documents to ensure they were following standards, and updated program documents and manuals.

7. What is your experience with vendor selection and contract review in the public sector?

I worked at an MRI College, which served students. I ensured contracts for over 40 clinical sites were in place and researched new sites for students to attend to complete their training. Medical sites had to agree to standards set by our accreditation bodies. I reviewed contracts often to ensure they were up to date because many facilities obtained new ownership, and we wanted to ensure new contracts were obtained every two years so we had the same understanding of expectations set by our partnership.

8. What is your experience in park maintenance?

When I was 13 years old I was a scorekeeper for a Korean baseball league. I didn't necessarily help with the maintenance, but the baseball league played at a park in Bellflower, Ca. I have volunteered to clean up trash in communities and at a campground, and I really love parks.

What is your standard level of service for maintenance?

I live in a home that involves taking care of the landscape, having a gardener, and immediately calling a plumber for maintenance. Additionally, trees can be an issue as they can grow into the plumbing (I've had that happen before), and you need to call a landscaper to remove the tree. Additionally, roofs can leak, and it's essential to keep up with this right away (I've had to call a roofer to keep up with maintenance). Also, gophers can be an issue since they are abundant in the area (I've had to call a specialist for that, too). Another challenge is keeping windows clean, recycling trash, keeping mice away, and battling the large black widows that grow here. A house is like a park, so I see pest control, landscaping, plumbing, cleanliness, infrastructure, maintenance, safety, and also keeping up with

government regulations as main priorities.

9. What is your experience in Recreation Programs?

When I was a student senator we put on events for students, such as Town Hall, club events on campus where we rented a bounce house, dunking station, stages, purchased food and chairs, and other event related activities. I also help with the GBA where I put together online events and schedule guest speakers. Additionally, I've passed out balloons and created "balloon day" on campus to spread joy during finals week.

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

Some of these are large projects, but I see opportunities in the next 5-10 years for growth and engagement. City parks are deteriorating due to a lack of funds in certain cities, so I'm glad Wildomar was proactive in this effort. Lack of funds can be due to needing more staff (and/or retaining staff) and updating/replacing costly equipment. Or, due to inflation, since we've had a 40% increase in the cost of living since COVID-19, keeping up with competitive salaries is an issue in the next 5-10 years. Additionally, a trend I've seen is maintaining cleanliness in bathrooms and creating inclusive and safe spaces at parks - I've seen a trend of increased homelessness at city parks and drug use (while living in LA and the OC). Rapid urbanization is also an issue; as cities grow, park space decreases. In Huntington Beach, my former residence, we had a beautiful park with tons of acreage, but then residents voted in favor of a senior center, which is gorgeous. However, the development took away from the park property. Since Wildomar is rapidly developing new homes, is there enough space at city parks, or do we need to create space for more parks? I also see this as another challenge to tackle.

I see potential growth in city parks, so I'd like to expand park space to accommodate new infrastructure shortly. I also see eco-friendliness as another obstacle to overcome, such as finding ways to improve recycling efforts, finding green products to clean the parks with, and keeping up engagement with the vast technological improvements. Also, since budgetary

constraints can be an issue shortly, grants could help fund new projects outside the current funds

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

I'd like to support green initiatives for the park, community events such as movies in the park, and more events for kids, such as bubble day (we can supply bubbles for kids to blow and run around with). I would also like to see a nature center that explains the animals found in Wildomar so people can get excited about conservation efforts and respecting wildlife in the area. I've seen road runners, coyotes, sparrows (which are protected), hundreds of crows that fly together (can we explain why this happens?), and many gophers (maybe we can teach strategies about the gophers so we can get rid of them humanely?). Additionally, I'd like to support reading and education in the community at the park by creating little libraries where community members can donate their books (have you seen those small libraries? They look like mailboxes). I want to reserve more land for park space as I see so much development happening in the future as more homes are being built. It would be nice to save some space reserved for hiking and riding horses, and we could even have horse stables at a new park (although it would be costly, it would just be nice to keep the feel of Wildomar as it is where farmers live and there are horse ranches). Also, I'm still determining if this is done, but we can host a farmer's market at the park on certain

weekends: somebody can sell fresh produce, or there can be healthy food trucks to encourage healthy living.

VOLUNTEER APPLICANT INFORMATION		
Last Name:	<u>Delahoussaye</u>	First Name: <u>Gina</u> MI: <u>S</u>
Address:	<u>[REDACTED]</u>	City: <u>wildomar</u> Zip Code: <u>92595</u>
Home:	<u>[REDACTED]</u>	Cell Phone: <u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>	

220

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking, stooping, kneeling, climbing, talking, listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Gina Delahoussaye

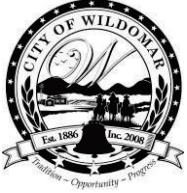
Applicant Name (print)

Gina Delahoussaye

Applicant Signature

April, 3, 2024

Date



**Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: Gina Delahoussaye

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Gina Delahoussaye _____
✓

4/3/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No I have not participated in local government as a committee member, commissioner, council member or staff.

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

My understanding of the role and responsibilities of Measure Z Oversight Advisory Committee is to ensure all monetary funds are properly spent according to the rules and regulations.

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

I applied because I am an Wildomar resident and I am interested in this volunteer opportunity.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

I applied because I am an Wildomar resident and I am interested in this volunteer opportunity.

5. What is your experience with governmental accounting?

No experience with governmental accounting

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

I do not know. I am not familiar with line item budgeting verses zero-based budgeting.

6. What is your experience with governmental or nonprofit audits?

No experience with governmental or nonprofit audits.

7. What is your experience with vendor selection and contract review in the public sector?

No experience with vendor selection and contract review in the public sector.

8. What is your experience in park maintenance?

No experience in park maintenance.

What is your standard level of service for maintenance?

I do not know what my standard level of service for maintenance would be. I do have any experience in park recreation.

9. What is your experience in Recreation Programs?

No experience in recreation programs.

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

I feel some of the key issues facing City parks in the next 5 to 10 years will be maintaining them and keeping up with the upkeep.

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

My goal is to learn about the Measure Z Oversight Advisory Committee and help serve on the committee.

Volunteer Application
WILDOMAR MEASURE Z
OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION			
Last Name:	<u>Howey</u>	First Name:	<u>James</u>
		MI:	<u>M</u>
Address:	<u>[REDACTED]</u>	City:	<u>wildomar</u>
		Zip Code:	<u>92595</u>
Home:	<u></u>	Cell Phone:	<u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>		

QUESTIONNAIRE
What type of Volunteer Experiences Have You Had? On the Measure Z committee for the last 2 years.
Education, Credentials, Parks & Recreation and Accounting Experience: Mt. San Antonio College
Public Communication Experience: Great Dane club President for 10 years
Project Leadership Skills/Experience: Minimal
Computer Skills: Strong
Other Relevant Skills/Information:

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking, stooping, kneeling, climbing, talking, listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

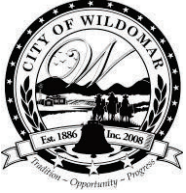
Your signature below indicates that you have read each of the above items and you agree to be bound by them.

James

Applicant Name (print)


Applicant Signature

March, 26, 2024
Date



**Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: James

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.



3/26/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Yes, Measure Z Committe for the last 2 years. Learned of the parks and recreation budgeting and spending.

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

To evaluate the parks and oversee the budget and spending.

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

Living in the community for over 27 years. Just wanted to assist.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

Living in the community for over 27 years. Just wanted to assist.

5. What is your experience with governmental accounting?

Minimal

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

Yes.

6. What is your experience with governmental or nonprofit audits?

Minimal

7. What is your experience with vendor selection and contract review in the public sector?

Minimal

8. What is your experience in park maintenance?

I have evaluated all of the parks in Wildomar.

What is your standard level of service for maintenance?

High

9. What is your experience in Recreation Programs?

Minimal

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

Maintenance upkeep and spending.

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

Want to assist in the community wherever I can.

Volunteer Application

WILDOMAR MEASURE Z

OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: Kovich First Name: Kathleen MI: P
Address: [REDACTED] City: wildomar Zip Code: 92595
Home: [REDACTED] Cell Phone: [REDACTED]
Email Address: [REDACTED]

QUESTIONNAIRE

What type of Volunteer Experiences Have You Had?

Measure Z and Measure AA Oversight Committees

Education, Credentials, Parks & Recreation and Accounting Experience:

Resume and prior application on file.

Public Communication Experience:

Resume and prior application on file

Project Leadership Skills/Experience:

Resume and prior application on file

Computer Skills:

Resume and prior application on file

Other Relevant Skills/Information:

Resume and prior application on file.

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking, stooping, kneeling, climbing, talking, listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Kathleen Kovich

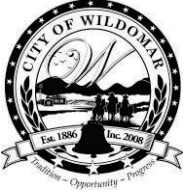
Applicant Name (print)

Kathleen Kovich

Applicant Signature

March, 26, 2024

Date



**Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: Kathleen Kovich

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Kathleen Kovich

3/26/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Committee member.

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

I have experience being on the committee

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

I can bring experience to the committee.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

I can bring experience to the committee.

5. What is your experience with governmental accounting?

Resume and prior application on file.

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

Resume and prior application on file

6. What is your experience with governmental or nonprofit audits?

Resume and application on file

7. What is your experience with vendor selection and contract review in the public sector?

Retired Materials Manager. Certified in Materials Management.

8. What is your experience in park maintenance?

Resume and prior application on file

What is your standard level of service for maintenance?

Resume and prior application on file.

9. What is your experience in Recreation Programs?

Resume and prior application on file.

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

Economics. An increase in tax revenue to support rising costs and cover addition sport park(s).

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

Ensure spending is done per Measure Z. Do park assessments to assist the Parks and Recreation Department.

VOLUNTEER APPLICANT INFORMATION		
Last Name:	<u>Peukert</u>	First Name: <u>Shawn</u> MI: <u>A</u>
Address:	<u>[REDACTED]</u>	City: <u>wildomar</u> Zip Code: <u>92595</u>
Home:	<u>[REDACTED]</u>	Cell Phone: <u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>	

244

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

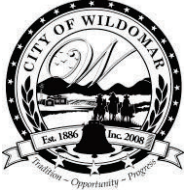
As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking stooping, kneeling, climbing, talking. Listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Shawn Peukert	Shawn Peukert	March, 26, 2024
<i>Applicant Name (print)</i>	<i>Applicant Signature</i>	<i>Date</i>



**Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: Shawn Peukert

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Shawn Peukert

3/26/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Measure AA Committee

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

Ensure funds from Measure Z are spent properly

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

I have previously applied and to serve my community

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

I have previously applied and to serve my community

5. What is your experience with governmental accounting?

None

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

N/A

6. What is your experience with governmental or nonprofit audits?

Limited

7. What is your experience with vendor selection and contract review in the public sector?

None

8. What is your experience in park maintenance?

Limited

What is your standard level of service for maintenance?

Unknown

9. What is your experience in Recreation Programs?

Limited

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

Lack of parks and maintenance costs

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

Serve my community

VOLUNTEER APPLICANT INFORMATION		
Last Name:	<u>Underdown</u>	First Name: <u>Timothy</u> MI: <u>L</u>
Address:	<u>[REDACTED]</u>	City: <u>wildomar</u> Zip Code: <u>92595</u>
Home:	<u>[REDACTED]</u>	Cell Phone: <u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>	

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

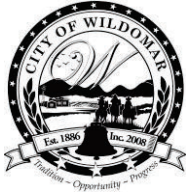
As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking stooping, kneeling, climbing, talking. Listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Timothy		April, 1, 2024
<i>Applicant Name (print)</i>	<i>Applicant Signature</i>	<i>Date</i>



**Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: Timothy

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Timothy

4/1/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Yes, learned the process of local governance.

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

To oversee Measure Z funds approved by Wildomar residents for local parks.

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

To ensure measure Z funds are used for Wildomar parks for the residents of the City of Wildomar.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

To ensure measure Z funds are used for Wildomar parks for the residents of the City of Wildomar.

5. What is your experience with governmental accounting?

Training with CAPC & CSDA and My position as Committee Chairman for Elsinore valley Cemetery District.

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

In my opinion yes. They are simple to build by making cuts to costs based on changes in budgeting.

6. What is your experience with governmental or nonprofit audits?

My position on Elsinore Valley Cemetery District and audit for the VFW

7. What is your experience with vendor selection and contract review in the public sector?

My position on Elsinore Valley Cemetery District

8. What is your experience in park maintenance?

Built Welch park, mowing, adjusting sprinklers etc.

What is your standard level of service for maintenance?

Make everything safe for the public

9. What is your experience in Recreation Programs?

Wildomar Little League and Elks Lodge Hoop Shoot chairman

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

Building new parks and the ability to safely maintain them with such a small assessment.

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

To represent the community making sure Measure Z funds used for parks.

VOLUNTEER APPLICANT INFORMATION		
Last Name:	<u>Woempner</u>	First Name: <u>Gerald</u> MI: <u>D</u>
Address:	<u>[REDACTED]</u>	City: <u>wildomar</u> Zip Code: <u>92595</u>
Home:	<u>[REDACTED]</u>	Cell Phone: <u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>	

260

Volunteer Acknowledgement

VOLUNTEER CODE OF CONDUCT

As a volunteer I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Observe all safety rules and use provided safety equipment in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all City equipment and identification upon request or at end of assignment.

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER

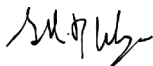
As a Volunteer, I understand that:

- I give the City of Wildomar permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, and law enforcement records. I understand that volunteer positions may be conditional upon favorable background information as determined by the City of Wildomar.
- The City of Wildomar is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- Volunteers are expected to immediately inform us if they are unable or unwilling to perform a requested task. Physical requirements of tasks may involve sitting, standing, walking, stooping, kneeling, climbing, talking, listening, reading, handling (lifting, pushing, pulling), objects, handling heavy objects, operation tools, operating power tools, operating vehicles.
- Volunteer positions are charitable contributions to the City of Wildomar without compensation or benefit of any kind or consideration of future employment.
- I have the obligation to notify my supervisor of an injury incurred while volunteering.
- I agree to be subjected to the policies and procedures of the City of Wildomar.
- I am not an employee of the City of Wildomar.
- The City of Wildomar reserves the right to terminate my volunteer status at any time.

VOLUNTEER CONSENT

Your signature below indicates that you have read each of the above items and you agree to be bound by them.

Gerald

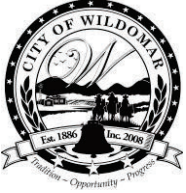


Month / Day / Year

Applicant Name (print)

Applicant Signature

Date



**Wildomar Measure Z
Oversight Advisory Committee
Supplemental Questionnaire**

PRINT NAME: Gerald

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Wildomar Measure Z Oversight Advisory Committee appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

3/26/2024

Date

1. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No

2. What is your understanding of the role and responsibilities of the Measure Z Oversight Advisory Committee?

At this time I have not read up on the measure.

3. Why did you apply for the Measure Z Oversight Advisory Committee and what do you hope to accomplish by your participation?

Would like to help the community that I have lived here for over 30 years.

4. What qualities or experience would you bring that would be an asset to the Measure Z Oversight Advisory Committee?

Would like to help the community that I have lived here for over 30 years.

5. What is your experience with governmental accounting?

.

Is there an advantage of line item budgeting verses a zero-based budgeting? Please describe.

.

6. What is your experience with governmental or nonprofit audits?

.

7. What is your experience with vendor selection and contract review in the public sector?

.

8. What is your experience in park maintenance?

.

What is your standard level of service for maintenance?

.

9. What is your experience in Recreation Programs?

.

10. What do you feel are some of the key issues facing City parks in the next 5 to 10 years?

.

11. Describe your goals as part of the Measure Z Oversight Advisory Committee.

.



**CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: April 10, 2024**

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:

Title- Councilmember-Anticipated Date

1. Catalytic Converter Ordinance - DePhillippo - Apr 2024
2. Discuss Rural Roads and Rural Roads Standards - Marquez - TBD
3. Illegal Food Vendor Ordinance - DePhillippo - TBD



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: April 10, 2024

SUBJECT: January 17, 2024 - 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, JANUARY 17, 2024
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 Moore at 5:31 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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:

Miguel Angel Barraza v. Andrew Lee Haire and City of Wildomar; Case Number: CVSW2309297

The City Council convened into Closed Session at 5:31 p.m.

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated that the City Council met in closed session and voted unanimously to defend the litigation.

ADJOURN CLOSED SESSION

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

Councilmember/Former Mayor Morabito passed the gavel ceremoniously to Mayor Moore.

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

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

ROLL CALL

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

Members absent: None.

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

It was the consensus of the City Council to excuse Councilmember Nigg's absences for November 8, 2023 and December 13, 2023.

FLAG SALUTE

The flag salute was led by Councilmember Morabito.

PRESENTATIONS

1. Acknowledgement to 2023 Mayor, Joseph Morabito
2. City Partner/Sponsorship Recognition for 2023
3. Lake Elsinore Unified School District Security Update

DEPARTMENT REPORTS

There were no department reports.

PUBLIC COMMENTS

The following individuals provided public comment on items not on the agenda:

1. Jackson/Sera
2. Cesar Marmolejo

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

No changes to the agenda as presented.

1) CONSENT CALENDAR

Councilmember Morabito requested a staff presentation for Item #1.8.

Public Works Director Farag presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to approve the Consent Calendar

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

1.1) Reading of Ordinances

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

1.2) Minutes - September 13, 2023 Regular Meeting

Approve the minutes as presented.

1.3) Minutes - October 11, 2023 Regular Meeting

Approve the minutes as presented.

1.4) December 2023 Warrant Register

Approved the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 12-07-2023 in the amount of \$91,426.99
2. Warrant Register(s) dated 12-14-2023 in the amount of \$797,111.10
3. Warrant Register dated 12-21-2023 in the amount of \$182,735.20
4. Wire Transfer Register dated 10-31-2023 in the amount of \$17,675.62
5. Payroll Register dated 11-01-2023 in the amount of \$216,282.23.

1.5) November 2023 Treasurers Report

Approved the Treasurer's Report for November 2023.

1.6) General Plan Update Progress Report #19

Received and Filed.

1.7) Annexation No. 8, Phase 2, into Community Facilities District No. 2022-1 (Services) for Tres Lagos Apartments (LLA 2022-004)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 01

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. 8) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.8) Cooperative Agreement between the Riverside County Transportation Commission, Western Riverside Council of Governments, and the City of Wildomar for the Wildomar Trail/I-15 and Bundy Canyon Rd./I-15 Interchange Projects

Authorized the City Manager to execute the Cooperative Agreement between the Riverside County Transportation Commission, Western Riverside Council of Governments, and the City of Wildomar for the Wildomar Trail/I-15 and Bundy Canyon Rd./I-15 Interchange Projects

1.9) Revised Community Facilities District Guidelines

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S LOCAL GOALS AND POLICIES AND APPRAISAL STANDARDS CONCERNING THE USE OF COMMUNITY FACILITIES ACT OF 1982

2) **PUBLIC HEARINGS**

There were none scheduled.

3) **GENERAL BUSINESS**

3.1) Adoption of the Abandoned Vehicle Abatement Program

Code Enforcement Supervisor Parker presented the staff report.

Veronica Langworthy, resident, provided public comment.

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

ORDINANCE NO. 236

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

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE ADOPTION OF AN ABANDONED VEHICLE ABATEMENT PROGRAM AND COLLECTION OF A SERVICE FEE ON BEHALF OF THE RIVERSIDE COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY UNTIL MAY 2034

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

3.2) Wildomar Council Salary Ordinance

City Attorney Jex presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 237

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO ADJUST THE SALARIES OF THE COUNCILMEMBERS IN ACCORDANCE WITH CALIFORNIA LAW and find that the ordinance amendment is exempt from CEQA under CEQA Guidelines sections 15378 and 15378(b)(2).

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

3.3) Community Services 2024 Special Events and Community Event Calendars

Community Services Director Torres presented the staff report.

Moved by Ashlee DePhillippo; seconded by Dustin Nigg to Approve the Community Services 2024 Special Events calendar and the 2024 Community Events Calendar

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

3.4) Support Higher Education in Southwestern Riverside County

City Manager York presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SUPPORTING THE NEED FOR EXPANDED PUBLIC HIGHER EDUCATION INSTITUTIONS WITHIN SOUTHWESTERN RIVERSIDE COUNTY AND FUNDING FOR THE COST OF TENANT IMPROVEMENTS TO CREATE AN EXPANDED PRESENCE FOR CALIFORNIA STATE UNIVERSITY SAN MARCOS AT THE MT. SAN JACINTO COLLEGE CAMPUS IN TEMECULA VALLEY;

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

Moved by Joseph Morabito; seconded by Dustin Nigg to Appoint Mayor Pro Tem Ashlee DePhillippo as the City Council representative.

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

Moved by Ashlee DePhillippo; seconded by Joseph Morabito to Appoint Councilmember Dustin Nigg as the City Council alternate.

Motion Approved: 5 - 0

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

Voting Against: None

Abstain: None

Absent: None

CITY MANAGER REPORT

City Manager York, Mayor Moore and Mayor Pro Tem DePhillippo presented the City Manager's report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 7:37 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair Moore at 7:37 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.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda as presented.

4) CEMETERY CONSENT CALENDAR

4.1) December 2023 Warrant Register Cemetery

Approved the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 12-07-2023 in the amount of \$994.58
2. Warrant Register dated 12-14-2023 in the amount of \$2,331.27
3. Warrant Register dated 12-21-2023 in the amount of \$6,837.34.

4.2) November 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for November 2023.

4.3) 2024 Schedule for Removal of Flowers and Specialty Items

Received and filed.

Moved by Carlos Marquez; seconded by Joseph Morabito 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

5) CEMETERY PUBLIC HEARINGS

There were none scheduled.

6) CEMETERY GENERAL BUSINESS

There were 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 Moore adjourned the Wildomar Cemetery District Meeting at 7:38 p.m.

Submitted by:



Janet Morales, CMC
City Clerk



**CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: April 10, 2024**

SUBJECT: March 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 03-07-2023 in the amount of \$880.01.
2. Warrant Register dated 03-14-2023 in the amount of \$2,160.61.
3. Warrant Register dated 03-28-2023 in the amount of \$1,994.26.

SUMMARY:

March 2024 Cemetery Warrant Register

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:

[March 2024 Cemetery Warrant Reg.pdf](#)

03/07/2024 11:52:14AM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217962	3/7/2024	000367 CINTAS CORPORATION	9261993367		SD EYEWASH SERVICE AGREEMENT	141.38
Total :						141.38
217963	3/7/2024	001258 SUNBELT RENTALS, INC.	149038736-00018B		CEMETERY EQUIPMENT RENTAL	528.23
			149363191-0001		CEMETERY EQUIPMENT RENTAL	210.40
Total :						738.63
2 Vouchers for bank code : wf						Bank total : 880.01
2 Vouchers in this report						Total vouchers : 880.01

Voucher List
City of Wildomar

Page: **1**

03/14/2024 2:05:01PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218005	3/14/2024	000367 CINTAS CORPORATION	8184688079		STAFF UNIFORM & TOWEL MAINTENANCE	141.74
Total :						141.74
218006	3/14/2024	000367 CINTAS CORPORATION	4185403702		STAFF UNIFORM & TOWEL MAINTENANCE	141.74
			4186104529		STAFF UNIFORM & TOWEL MAINTENANCE	141.74
Total :						283.48
218007	3/14/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12847430		01/17/24-02/16/24 CEMETERY WATER SERVICE	243.67
Total :						243.67
218008	3/14/2024	002082 MAIN SAIL PEST CONTROL	61178		PEST CONTROL SERVICES	75.00
			61577		PEST CONTROL SERVICES	75.00
Total :						150.00
218009	3/14/2024	001262 PEST OPTIONS INC	442103		PRE/POST EMERGENT APPLICATION FOR CEMETE	1,095.23
Total :						1,095.23
218010	3/14/2024	000094 STAUFFERS LAWN EQUIPMENT	353345		FACILITY MATERIAL	130.49
Total :						130.49
218011	3/14/2024	001720 STERICYCLE, INC	8006327295B		CONTRACTUAL SHREDDING SVC	116.00
Total :						116.00
7 Vouchers for bank code : wf						Bank total : 2,160.61
7 Vouchers in this report						Total vouchers : 2,160.61

Voucher List
City of Wildomar

Page: **1**

03/28/2024 3:02:15PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218069	3/28/2024	000367 CINTAS CORPORATION	4186844935		STAFF UNIFORM & TOWEL MAINTENANCE	141.74
Total :						141.74
218070	3/28/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	644097B		PEST CONTROL CEMETERY (03/08/24)	27.50
Total :						27.50
218071	3/28/2024	000186 RIGHTWAY	376738		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	452.18
Total :						452.18
218072	3/28/2024	000790 SPARKLETTS	18075184-032324		CEMETERY DRINKING WATER THROUGH 03/23/24	51.95
Total :						51.95
218073	3/28/2024	001258 SUNBELT RENTALS, INC.	149666525B 150034359-0002		CEMETERY EQUIPMENT RENTAL CEMETERY EQUIPMENT RENTAL	849.09 471.80
Total :						1,320.89
5 Vouchers for bank code : wf						Bank total : 1,994.26
5 Vouchers in this report						Total vouchers : 1,994.26



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: April 10, 2024

SUBJECT: February 2024 Cemetery Treasurer's Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for February 2024.

SUMMARY:
February 2024 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of February 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:
[February 2024 Cemetery Treasurer's Report](#)

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
February 2024

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	\$ 418,236.94	\$ 418,236.94	\$ 418,236.94	28.77%	0	5.500%
300	CAMP MANAGED ACCOUNT	\$ 1,029,908.89	\$ 1,029,908.89	\$ 1,035,343.97	71.23%	823	4.880%
	TOTAL	\$ 1,448,145.83	\$ 1,448,145.83	\$ 1,453,580.91	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	\$ 416,421.27	\$ -	\$ 1,815.67	\$ -	\$ 418,236.94	5.500%
300	CAMP MANAGED ACCOUNT	\$ 1,027,164.66	\$ -	\$ 2,744.23	\$ -	\$ 1,029,908.89	4.880%
	TOTAL	\$ 1,443,585.93	\$ -	\$ 4,559.90	\$ -	\$ 1,448,145.83	

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

3/11/2024

Date

PARKING LICENSE AGREEMENT

This Parking License Agreement (“**Agreement**”) is made and entered into as of _____, 2024, (“**Effective Date**”) by and between Hoa V. Pham and Hongvan T. Pham, Trustees, of their successors in interest, of The ASAV Family Trust dated September 5, 2012, and any amendments thereto (“**Owner**”) and the City of Wildomar, a municipal corporation (“**City**”). City and Owner may be referred to as Party or collectively as Parties in this Agreement.

1. **PROPERTY.**

1.1 **Property.** Owner is in possession of certain vacant real property located at 20580 Palomar Street, Wildomar, California, (APN: 368-030-057) and the adjacent vacant land, situated along Mission Trail, Wildomar, California (APN: 368-030-043) which are more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein ("**Property**").

1.2 **Owner’s Reserved Rights.** Owner and his representatives reserve the right to enter the Property at any time.

2. **TERM.**

The "**Term**" of this Agreement shall begin upon full execution of this Agreement (the “**Commencement Date**”) and shall continue for a period of three (3) years. Either party may terminate this Agreement by giving written notice to the other party at least 30 days prior to the intended termination date. This Agreement shall be deemed terminated on the date set forth in the written notice.

3. **LICENSE.**

3.1 **License Granted.** Owner grants to City a non-exclusive license to utilize the Property for parking purposes for City events. The Parties anticipate that the City will utilize the Property for parking purposes approximately six (6) times per year during the term of this Agreement.

3.2 **Request for Use.** Not less than 40 days prior to a City event for which the City anticipates utilizing the Property, the City shall provide notice to Owner of the City’s intent to utilize the Property for parking purposes. In the event Owner does not respond to a request from the City to utilize the Property for parking purposes within 10 days of the request, the request shall be deemed approved. Upon a request for use being approved or deemed approved, the City shall be permitted to enter the Property in order to prepare the Property for parking purposes. The City shall be authorized to, at no cost to the Owner, remove vegetation such as weeds or other similar vegetation impacting the parking from the Property, fix potholes located on the Property, perform minor grading work on the Property, install temporary signage on the Property, install temporary parking stalls (including cones) on the Property, and perform any and all necessary work on the Property to prepare the Property for use as a temporary parking facility.

3.3 **Restoration of Property.** Within fourteen (14) days of the conclusion of the City

event for which the Property was utilized as a parking facility, City shall restore Property to a condition as near as practicable to the condition that existed immediately prior to City's use of the Property for that particular City event. The City, however, shall not be required to restore vegetation to the pre-existing condition.

4. CONSIDERATION.

In exchange for Owner granting the City the right to use the property, City agrees to provide weed abatement services at such time the property owner receives notice from the County of Riverside or City of Wildomar.

5. INSURANCE.

City shall, at City's expense, maintain commercial general liability and property insurance or an insurance equivalent (including but not limited to that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500 or similar collective) insuring against liability and personal property damage. City may also carry such other insurance as City may deem prudent or advisable, in such amounts and on such terms as Owner shall determine.

6. INDEMNIFICATION.

Mutual Indemnification. Each party shall indemnify, defend and hold the other harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses) caused or alleged to have been caused by that party's negligence or intentional acts.

7. ASSIGNMENT.

City shall not assign or otherwise transfer its rights under this Agreement without Owner's prior written approval, which may be granted in Owner's reasonable discretion. Owner's consent to one assignment shall not be deemed consent to subsequent assignments.

8. MISCELLANEOUS.

8.1 Entire Agreement. This Agreement sets forth all the agreements between Owner and City concerning the parking use of the Property and there are no agreements either oral or written other than as set forth herein.

8.2 Time of Essence. Time is of the essence of this Agreement.

8.3 Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

8.4 Law. This Agreement shall be construed and enforced in accordance with the law of the state of California, without reference to its choice of law provisions.

8.5 Successors and Assigns. Subject to the assignment provisions herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owner and City.

8.6 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

8.7 Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third Party, as creating the relationship of principal and agent or of partnership or of joint venture by the Parties hereto or any relationship other than the relationship of landlord and tenant.

8.8 Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

8.9 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Agreement shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

8.10 Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, emailed, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the address below, or to such other place as Owner or City may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt (in the case of emailing or personal delivery) or three (3) days after the date of mailing.

OWNER: Hoa V. Pham and Hong-Van Thi Pham
3239 Powers Ave.
Clovis, CA 93619
Email: hvp2005@gmail.com

CITY: Attn: Daniel Torres, Community Services Director
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595
Email: dtorres@cityofwildomar.org

8.11 Authorization. Each individual or entity executing this Agreement on behalf of a

Party represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement and that such execution is binding upon that Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

Hoa V. Pham and Hongvan T. Pham, Trustees, of their successors in interest, of The ASAV Family Trust dated September 5, 2012, and any amendments thereto

DocuSigned by:
By: Hoa V Pham
C48F116BDC23420...
Name: Hoa V. Pham, Trustee

Its: Owner
DocuSigned by:
By: Hongvan T. Pham
B3EA3387243643F...
Name: Hongvan T. Pham, Trustee
Its: owner

CITY:

CITY OF WILDOMAR, a municipal corporation

By: _____
Name: Dan York
Its: City Manager

Exhibit A

DESCRIPTION AND DEPICTION OF PROPERTY

The following described real property in the unincorporated area of Wildomar, County of
Riverside, State of California:

Parcel 4 of Parcel Map 13303 as shown by Map on file in Book 87 Page 49 of Parcel Maps of
Records of Riverside County, California.

APN: 368-030-057

Parcel 3 of Parcel Map 13303 as shown by Map on file in Book 87 Page 49 of Parcel Maps of
Records of Riverside County, California.

APN: 368-030-043

EXHIBIT B

