CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, JULY 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.

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

FLAG SALUTE

PRESENTATIONS
1. Parks Make Life Better Month -July 2024
2. Other Presentations/Recognitions

DEPARTMENT REPORTS

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 **April 10, 2024 - City Council/Cemetery District Regular Minutes**
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.2 **June 2024 City Warrant Register**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 06-06-2024 in the amount of $276,951.38.
2. Warrant Register dated 06-13-2024 in the amount of $195,333.56.
3. Warrant Register dated 06-20-2024 in the amount of $522,125.27.
4. Warrant Register dated 06-24-2024 in the amount of $16,756.
5. Warrant Register dated 06-27-2024 in the amount of $152,277.84.
6. Wire Transfer Register dated 06-30-2024 in the amount of $55,153.32.
7. Payroll Register dated 07-01-2024 in the amount of $259,328.54

1.3 **May 2024 City Treasurers Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the Treasurer's Report for May 2024

1.4 **Avalino Parkway Maintenance Agreement (Signal Hill and Church)**
Location: Southwestern corner of Palomar Street and Starbuck Circle
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute two Right-of-Way and Private Slope Access and Maintenance Agreements (Agreements) with D.R. Horton Los Angeles Holding Company Inc. related to the development of Tract 31896 (Avalino)

1.5 **First Amendment to Annual Grant Writing Services Agreement with California Consulting Inc.**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the First Amendment to the Annual Grant Writing Services Agreement with California Consulting, Inc.

1.6 Amendment to Office Lease With Core Tree Care, Inc.
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Approve and Authorize the City Manager to Execute the Office Lease Amendment with Core Tree Care, Inc.

1.7 Authorization to Enter into Settlement Agreement with Kroger Co. in Litigation Matter In re: National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-md-2804)
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO 1) SETTLE CLAIMS AGAINST THE KROGER CO. IN THE NATIONAL OPIOID LITIGATION AND 2) ELECT TO RECEIVE DIRECT PAYMENT OF FUNDS UNDER THE SETTLEMENTS WITH THE OTHER DEFENDANTS

1.8 Ratify Amended Agreement for Law Enforcement Services FY 2024-25 through FY 2026-27
Presented By: Daniel A York , City Manager

RECOMMENDATION:
Authorize the Mayor to Ratify the Agreement.

1.9 Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) Tax Zone 12 for Fiscal Year 2024-25
Location: Southwest Corner of Gruwell St. and Union St.
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, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) TAX ZONE 12, FOR FISCAL YEAR 2024-25

1.10 Community Event Partnership Memorandum of Understanding (MOU) with Southwest Healthcare Inland Valley Hospital for the 2024 Fall Family Fun Fair.

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

1. Authorize the City Manager to sign the MOU with Southwest Healthcare Inland Valley Hospital dependent that the commercial business fulfills all requirements;

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

1.11 Tract 37476 and Tract 32024 Public Improvement Agreement with KB Home for Monte Vista Drive Improvements

Location: Monte Vista Drive north and south of Summer Sage Way
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager to execute the Public Improvement Agreement with KB Home Coastal, Inc.

1.12 Second Amendment to the Professional Services Agreement with Parsons Transportation Group for the Bundy Canyon Rd. Improvement Project, Segment 2

Location: Bundy Canyon Rd. between Oak Canyon Dr. and Harvest Way (west)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement with Parsons Transportation Group for the Bundy Canyon Rd. Improvement Project, Segment 2

2. Approve a budget adjustment adding $90,000 in both revenue and expenditures for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

2. PUBLIC HEARINGS

2.1 Consideration of Resolution of Necessity for Condemnation of Vacant Property Identified by Assessor Parcel Number 362-090-026 for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

Location: Vacant property west of 24240 Bundy Canyon Rd. (northwest corner of Bundy Canyon Rd. and The Farm Rd.)

Presented By: Thomas D Jex , Public Works/ Engineering Department

RECOMMENDATION:

1. Conduct a hearing on the proposed Resolution No. 2024 - ___ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and

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

3. Find that on September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-048 certifying an Environmental Impact Report for the Project, and that on September 9, 2020, the City Council adopted Resolution 2020-62, approving an Addendum to the Environmental Impact Report, and that no additional CEQA findings are required for the Project; and

4. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

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

3. GENERAL BUSINESS

3.1 FY2023-24 4th Quarter Budget Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Review and approve the Fiscal Year 2023-24 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES

3.2 Memorandum of Understanding (MOU) between the City of Wildomar and the County of Riverside's Department of Environmental Health and Ordinance amendment.

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute the MOU between the City of Wildomar and the County of Riverside's Department of Environmental Health; and

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 8.96 (SEWAGE DISCHARGE) OF THE WILDOMAR MUNICIPAL CODE

3.3 Grand Avenue East Side Land Use Designation Discussion

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

1. Receive Staff's Presentation on the Grand Avenue East Side Land Use Change;and

2. Take Public Comments; and

3. Discuss the Grand Avenue East Side Land Use Change and take one of the following final actions:

a) Keep the existing GP Land Use designation of Low Density Residential (LDR) for this specific area; or

b) Accept the Planning Commission's recommendation to change the land use designation to Estate Density Residential (EDR)

CITY MANAGER REPORT

1. Fencing Options for Bundy Canyon Rd. and Monte Vista Dr. at the future Riverside County Flood Control Lateral C Basin

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Expand Pavement Management/Road Rehab Program for private and public roads - Marquez - TBD

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

Board discussion and determination on whether an absence is excused.

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 April 10, 2024 - City Council/Cemetery District Regular Minutes

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

4.2 June 2024 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2023/2024

1. Warrant Register dated 06-06-2024 in the amount of $266.92.
2. Warrant Register dated 06-13-2024 in the amount of $3,564.66.
3. Warrant Register dated 06-20-2024 in the amount of $133.20.

4.3 May 2024 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer’s Report for May 2024.

5. **CEMETERY PUBLIC HEARINGS**
No items scheduled.

6. **CEMETERY GENERAL BUSINESS**
No items 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: July 3, 2024

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

SUBJECT: April 10, 2024 - City Council/Cemetery District Regular Minutes

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes 04-10-2024

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, APRIL 10, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Regular Session 6:00 PM

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

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

Mayor held a Moment of Silence in Memory of Desiree Nigg.

ROLL CALL

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

Members absent: Dustin Nigg

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

FLAG SALUTE

The flag salute was led by students from the Julie Lee Performing Arts Academy

PRESENTATIONS

1. Proclamation: Donate Life Month April 2024
2. Proclamation: Earth Day 2024
3. Proclamation: Volunteer Month
4. Julia Lee Performing Arts Academy Innovation Update

DEPARTMENT REPORTS

Human Resources Update

General Plan Update and Development Code Progress Report #22

PUBLIC COMMENTS

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

1. Susan Lovett, Church of Jesus Christ of Latter Day Saints

COUNCIL COMMUNICATIONS

The City Council members spoke regarding various committees, comm1ss1ons, and boards that they serve on locally and regionally and community events including:

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Ashlee DePhillippo to approve the agenda as presented.

Motion Approved: 4 - 0

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

1) CONSENT CALENDAR

Mayor Moore recused herself from Agenda Item #1.8 due to a conflict of interest.

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

1.1) January 17, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

1.2) March 2024 Warrant Register

Approved 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

Approved 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)

Authorized 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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 -16
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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 17
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

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 18
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.

1. Authorized the City Manager to sign the MOU with the foundation dependent that the foundation fulfills all requirements.

2. Waived 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

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

1.10) Community Services Department Community Events Update

1. Received and the filed the update.

2. Waived 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

Approved and authorized 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

Approved and authorized 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.

Authorized the City Manager to execute the Parking License Agreement.

2) PUBLIC HEARINGS

No items scheduled.

3) GENERAL BUSINESS

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

Associate Engineer Luna presented the staff report.

The City Council received and filed the Road Maintenance and Rehabilitation (Road Rehab) Update and received and provided 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

The following individuals provided public comment:
1. Allan Davis, Retail Development Advisors, in opposition of the item.
2. James Prestininzi, Herwood Building Supplies, in opposition of the item.
3. Pete Prestininzi, Herwood Building Supplies, did not speak but submitted public comment card in opposition of the item.
4. Jack Kofdarali, Developer, with time donated by Jake Kofdarali, developer, and Jay Brun, J&T Management, for a total of 9 minutes, in opposition of the item.
5. John B. Rogers, Engineer for Herwood Building Supplies, in opposition of the item.
6. Joe Foley, property owner of pending application, in opposition of the item.
7. Patrick Ellis, Murrieta/ Wildomar Chamber of Commerce President, in favor of the item.
8. Nolan King, resident, in favor of the item.

Moved by Joseph Morabito; seconded by Bridgette Moore to Not Approve an Interim Urgency Ordinance entitled:

ORDINANCE NO. 240
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

Motion Approved: 2 - 1

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

3.3) Unlawful Possession of Catalytic Converter Ordinance

Code Enforcement Supervisor Parker presented the staff report.

1. Daryl Terrell, Moreno Valley resident, provided public comment in favor of the item.

Moved by Joseph Morabito; seconded by Ashlee DePhillippo to 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. 241
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

Motion Approved: 4 - 0

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

3.4) Measure Z Oversight Advisory Committee Appointments

City Clerk Morales presented the staff report.

Moved by Carlos Marquez; seconded by Joseph Morabito to Appoint Kristi Bergdahl, James Howey and Timothy Underdown to serve on the Measure Z Oversight Advisory Committee for terms expiring February 2026.

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 9:16 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 9:16 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

Moved by Carlos Marquez; seconded by Ashlee DePhillippo to approve approve the agenda as presented.

Motion Approved: 4 - 0

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

4) CEMETERY CONSENT CALENDAR

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

Approved the minutes as presented.

4.2) March 2024 Cemetery Warrant Register

Approved 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

Approved the Treasurer's Report for February 2024.

Moved by Ashlee DePhillippo; seconded by Carlos Marquez to approve 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 no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items 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 9:17 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

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

SUBJECT: June 2024 City Warrant Register

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 06-06-2024 in the amount of $276,951.38.
2. Warrant Register dated 06-13-2024 in the amount of $195,333.56.
3. Warrant Register dated 06-20-2024 in the amount of $522,125.27.
4. Warrant Register dated 06-24-2024 in the amount of $16,756.
5. Warrant Register dated 06-27-2024 in the amount of $152,277.84.
6. Wire Transfer Register dated 06-30-2024 in the amount of $55,153.32.
7. Payroll Register dated 07-01-2024 in the amount of $259,328.54

SUMMARY:
June 2024 City 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:
June 2024 City Warrant Register.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218339	6/6/2024	002241 APEX INVESTIGATION	104948		RESEARCH AND REPORT WRITING CODE CASE CE	260.00
					Total :	**260.00**
218340	6/6/2024	000080 BURKE, WILLIAMS AND SORENSON,, LLF	320518		LEGAL FEES - APR 2024	58,675.55
					Total :	**58,675.55**
218341	6/6/2024	001748 CALIFORNIA CONSULTING, INC.	6862	0000485	GRANT WRITING SERVICE - JUNE 2024 RETAIN	4,850.00
					Total :	**4,850.00**
218342	6/6/2024	000785 CORELOGIC SOLUTIONS, LLC	82209324		APRIL 2024 CODE ENFORCEMENT SOFTWARE	297.75
					Total :	**297.75**
218343	6/6/2024	002118 CORODATA SHREDDING, INC.	RS5015863		FINANCE RECORDS STORAGE	53.95
					Total :	**53.95**
218344	6/6/2024	001925 CPS	4106		MIGRATION/INDEX BUILDING & PLANNING FILE	7,278.00
					Total :	**7,278.00**
218345	6/6/2024	001292 CRISP IMAGING	496233		(1) SET OF BOND COPIES	71.11
			499623		(2) SETS OF DISRICT MAPS	52.78
					Total :	**123.89**
218346	6/6/2024	000037 DATA TICKET, INC.	165012		APRIL 2024 ONLINE ACCESS	475.43
			165305		APRIL 2024 DAILY CITE PROCESSING	511.32
					Total :	**986.75**
218347	6/6/2024	001433 DAVIDSON, KIMBERLY	52224		MILEAGE REIMBURSEMENT 5/19/24-5/21/24	442.18
					Total :	**442.18**
218348	6/6/2024	000022 EDISON	042624-6091CR		03/27/24-04/25/24 ELEC 21347 COMO ST (LI	-25.22
			052824-6091		04/26/24-05/24/24 ELEC 21347 COMO ST (LI	68.29
			052824-7258		04/26/24-05/27/24 ELEC 1400 PALOMAR (CEM	207.58
			052824-9129		04/26/24-05/27/24 ELEC - 32637 GRUELL (F	709.95
					Total :	**960.60**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218349	6/6/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12985486		04/06/24-05/07/24 WATER ZONE 29 LOC 02	52.54
			12985769		04/06/24-05/07/24 WATER ZONE 71 LOC 01	161.44
			12985965		04/06/24-05/07/24 WATER 32637 GRUWELL-FS	100.49
			12986047		04/06/24-05/07/24 WATER MARNA O'BRIEN	1,026.87
			12997920		04/12/24-05/13/24 WATER ZONE 42 LOC 01 M	760.85
			12998172		04/12/24-05/13/24 WATER ZONE 42 LOC 03 M	261.73
			12998173		04/12/24-05/13/24 WATER ZONE 42 LOC 02 M	278.45
			13004731		04/17/24-05/18/24 WATER ZONE 3 LOC 35 M1	242.73
			13004934		04/17/24-05/18/24 WATER CITY HALL	326.69
			13007744		04/17/24-05/18/24 WATER 24707 PRELIPP RD	506.54
			2985430		04/06/24-05/07/24 WATER ZONE 52 LOC 01	76.90
					Total :	**3,795.23**
218350	6/6/2024	001450 FRANCHISE TAX BOARD	060624		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
218351	6/6/2024	000685 GREAT AMERICA FINANCIAL SERVIC	36644850		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	**214.24**
218352	6/6/2024	001911 HDL SOFTWARE LLC.	SIN038867		APR 2024 HDL FEES	3,129.57
					Total :	**3,129.57**
218353	6/6/2024	000016 INNOVATIVE DOCUMENT SOLUTIONS	260882		5/1/24-5/31/24 CONTRACT COPIER SERVICES	1,294.29
					Total :	**1,294.29**
218354	6/6/2024	000072 INTERWEST CONSULTING GROUP	304690		CONTRACTUAL SERVICES - CIP - MARCH 2024	32,772.41
					Total :	**32,772.41**
218355	6/6/2024	002188 JEMANE, HEIDI	60324		MILEAGE REIMBURSEMENT 4/01/24-5/31/24	61.30
					Total :	**61.30**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218356	6/6/2024	001107 PLACEWORKS	83476		APRIL 2024 CONTRACTUAL SVC - PROJECT REL	165.00
			83503		APRIL 2024 CONTRACTUAL SVC - PROJECT REL	7,278.10
					Total :	**7,443.10**
218357	6/6/2024	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000045775		CONTRACTUAL LAW ENFORCEMENT RATE ADJUSTM	102,536.15
					Total :	**102,536.15**
218358	6/6/2024	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11664007		PUBLIC NOTICE - CFD 2022-1 ANNEXATION NO	205.67
			11664628		PUBLIC NOTICE - DIF FEE - CHURCHES	130.88
					Total :	**336.55**
218359	6/6/2024	000790 SPARKLETTS	14346613-052524		CITY HALL DRINKING WATER THROUGH 05/25/2	622.77
					Total :	**622.77**
218360	6/6/2024	001331 STALKER RADAR APPLIED CONCEPTS, II	438566	0000538	(2) OF (2) SPEED FEEDBACK TRAILERS	11,989.69
					Total :	**11,989.69**
218361	6/6/2024	001720 STERICYCLE, INC	8007247377		CONTRACTUAL SHREDDING SVC	171.93
					Total :	**171.93**
218362	6/6/2024	000918 TKE ENGINEERING INC	2024-509		CONTRTACTUAL SVC 04/01/24-04/30/24	35,801.50
			2024-511		TS STREET NAME SIGNS STANDAR DRAWINGS	800.00
					Total :	**36,601.50**
218363	6/6/2024	000437 VERIZON WIRELESS	9964795998		05/23/24-06/22/24 DATA INT CHRG 9239	1,963.97
			9964795999		05/23/24-06/22/24 DATA INTERNET CHRG 619	40.01
					Total :	**2,003.98**

25 Vouchers for bank code : wf **Bank total : 276,951.38**

25 Vouchers in this report **Total vouchers : 276,951.38**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218367	6/13/2024	001913 ABSOLUTE INTERNATIONAL, SECURITY I	200110024	0000473	05/01/24-05/31/24 SECURITY PATROL	8,959.93
					Total :	**8,959.93**
218368	6/13/2024	000031 AFLAC, REMITTANCE PROCESSING, CEN	968389		MAY 2024 MEDICAL INS. BENEFITS	307.07
					Total :	**307.07**
218369	6/13/2024	000033 AMERICAN FORENSIC NURSES	78719		BLOOD DRAW (7) DRY RUN (1)	528.00
					Total :	**528.00**
218370	6/13/2024	001002 ARCHITERRA DESIGN GROUP	32383		04/25/24-05/24/24 CIP 099, DESIGN PS&E	1,910.00
					Total :	**1,910.00**
218371	6/13/2024	001928 AT&T	510078		LOCATION DAILY FEE FOR CASE WI 24092 002	900.00
					Total :	**900.00**
218372	6/13/2024	001468 BANKS, ARRIN	60624		PLANNING COMMISSION MEETING 6/05/24	75.00
					Total :	**75.00**
218373	6/13/2024	000034 BIO-TOX LABORATORIES	45795		RC SHERIFF - LAB SERVICES	240.00
			45914		RC SHERIFF - LAB SERVICES	696.60
					Total :	**936.60**
218374	6/13/2024	001330 BMW MOTORCYCLES OF RIVERSIDE	6035270/1		BMW MOTORCYCLE MAINTENANCE - SHERIFF	850.60
			6035517/2		BMW MOTORCYCLE MAINTENANCE - SHERIFF	302.69
					Total :	**1,153.29**
218375	6/13/2024	001622 COMMERCIAL BUILDING MANAGEMENT,	70258	0000529	MAY 2024 JANITORIAL SVC - MARNA OBRIEN	4,812.85
			70259	0000499	MAY 2024 SUPPLIES - MARNA O'BRIEN	362.39
					Total :	**5,175.24**
218376	6/13/2024	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001756		MONTHLY RADIO COMMUNICATION - SHERIFF &	649.93
					Total :	**649.93**
218377	6/13/2024	000002 CRYSTAL CLEAN MAINTENANCE	603 O		JUNE 2024 - CITY HALL JANITORIAL SERVICE	3,214.75

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
218377	6/13/2024	000002	000002 CRYSTAL CLEAN MAINTENANCE	(Continued)		**Total :**	**3,214.75**
218378	6/13/2024	002247	CUEVAS, RICARDO	32024		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	244.33
						Total :	**244.33**
218379	6/13/2024	000058	DEPARTMENT OF JUSTICE	737107		APR 2024 BLOOD ALCOHOL (2)	70.00
						Total :	**70.00**
218380	6/13/2024	000022	EDISON	060324-0828		05/01/24-05/31/24 ELECTRIC WILDOMAR CITY	172.36
				060324-0962		05/01/24-05/31/24 ELECTRIC CFD 2013-001	256.24
				060324-1202		05/01/24-05/31/24 HIDDING SPRINGS/CLINTO	24.38
				060324-1757		05/01/24-05/31/24 ELECTRIC CFD 2013-001	207.56
				060324-4293		05/01/24-05/31/24 CSA22 SALES ACQUISITIO	6,251.65
				060324-4487		05/01/24-05/31/24 20505 PALOMAR ST (MARN	65.47
				060324-4487CR		05/01/24-05/31/24 20505 PALOMAR ST (MARN	-8.24
				060324-4610		05/01/24-05/31/24 ELECTRIC CFD 2013-001-	132.66
				060324-4845		05/01/24-05/31/24 CFD ZONE 2	66.32
				060324-7481		04/12/24-05/31/24 CSA 103	520.74
				060324-7504		05/01/24-05/31/24 ELECTRIC CFD 2013-1 OR	35.32
				060324-7694		05/01/24-05/31/24 CFD ZONE 3	225.58
				060324-8975		05/01/24-05/31/24 CFD ZONE 3	132.64
				060324-9127		05/01/24-05/31/24 ELECTRIC CFD 2013-001	251.93
						Total :	**8,334.61**
218381	6/13/2024	000012	ELSINORE VALLEY MUNICIPAL, WATER D	13000846		04/16/24-05/17/24 WATER ZONE 3 LOC 23 M1	60.39
				13001054		04/16/24-05/17/24 WATER ZONE 30 LOC 2	97.00
				13001094		04/16/24-05/17/24 WATER ZONE 3 LOC 49 M1	88.88
				13001348		04/16/24-05/17/24 WATER ZONE 51 LOC 1	134.75
				13001512		04/16/24-05/17/24 WATER BASEBALL FIELD	469.35
				13001552		04/16/24-05/17/24 WATER WINDSONG PARK	572.06
				13002057		04/16/24-05/17/24 WATER ZONE 3 LOC 29 M1	312.39

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218381	6/13/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			13002135		04/16/24-05/17/24 WATER ZONE 3 LOC 29 M2	241.98
			13002138		04/16/24-05/17/24 WATER ZONE 30 LOC 1	235.04
			13002237		04/16/24-05/17/24 WATER ZONE 3 LOC 42 7	250.10
			13002632		04/16/24-05/17/24 WATER 22450 1/2 CERVER	78.81
			13002874		04/16/24-05/17/24 WATER 22450 CERVERA	152.40
			13003966		04/16/24-05/17/24 WATER 22450 CERVERA	113.24
			13004052		04/16/24-05/17/24 WATER ZONE 67 - ARNNET	104.35
			13004462		04/12/24-05/17/24 CFD 2022-1 NE WILDOMAR	82.85
					Total :	**2,993.59**
218382	6/13/2024	001762 EMERGENCY-1 RESPONSE, INC.	4356		EMT SERVICE (HOLIDAY EVENT)	250.00
					Total :	**250.00**
218383	6/13/2024	002246 FAITH BAPTIST CHURCH OF, WILDOMAR	52224		DEVELOPERS DEPOSIT REFUND OF UNUSED FUND	1,429.21
					Total :	**1,429.21**
218384	6/13/2024	001343 FILAR, ERIC	060624		PLANNING COMMISSION MEETING 6/05/24	75.00
					Total :	**75.00**
218385	6/13/2024	002209 GOD'S FAN CLUB, DBA: PROJECT TOUCH	28649 - APR		TO RECORD WILDOMAR CITY SHELTER GRANT -	10,485.00
			28851-MAY		TO RECORD WILDOMAR CITY SHELTER GRANT -	10,825.00
					Total :	**21,310.00**
218386	6/13/2024	001603 HONOR PLUMBING	718		SERVICE - MAINTENANCE/REPAIR	195.00
					Total :	**195.00**
218387	6/13/2024	001666 INFINITY TECHNOLOGIES	2526		MAY 2024 GIS CONTRACTUAL SERVICES	3,200.00
			2576A	0000525	MAY 2024 DATTO OFFICE 365 BACKUP SERVICE	177.75
			2576B	0000503	MAY 2024 MONTHLY IT SERVICES SUPPLIES	12,097.17
			2576C	0000540	MAY 2024 PROOFPOINT ESSENTIALS ADVANCE	438.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
218387	6/13/2024	001666	001666 INFINITY TECHNOLOGIES	(Continued)		Total :	15,912.92
218388	6/13/2024	000072	INTERWEST CONSULTING GROUP	362355		CAPITAL IMPROVEMENT MGMT - APRIL 2024	25,117.77
						Total :	25,117.77
218389	6/13/2024	001647	LACHGAR, ABDURAHMAN	61124		REIMBURSE - PROJECT MANAGEMENT COURSE	98.00
						Total :	98.00
218390	6/13/2024	000042	PV MAINTENANCE, INC.	005-281		CITYWIDE MAINT. CONTRACTUAL SERVICES - M	74,952.95
						Total :	74,952.95
218391	6/13/2024	001921	SCA OF CA, LLC	109007CS		CFD 2013-1 ZONE 2 SWEEPS	5,012.83
						Total :	5,012.83
218392	6/13/2024	000627	SHERIFF'S SPECIAL EVENTS	61224		ANNUAL SHERIFF'S AWARDS CEREMONY-1 COUNC	50.00
						Total :	50.00
218393	6/13/2024	001101	SIGNS BY TOMORROW	32550		BANNER FOR MEMORIAL DAY (1)	509.49
				32568		WILDOMAR PUBLIC HEARING SIGN	297.03
				32569		WILDOMAR PUBLIC HEARING SIGN	297.03
				32570		WILDOMAR PUBLIC HEARING SIGN	594.05
						Total :	1,697.60
218394	6/13/2024	000586	STATE WATER RESOURCE CONTROL B,	61124		CIP 026-2, BUNDY CYN WIDENING PHASE 2	7,012.00
						Total :	7,012.00
218395	6/13/2024	000995	STRONG, KIM	60624		PLANNING COMMISSION MEETING 6/05/24	75.00
						Total :	75.00
218396	6/13/2024	001258	SUNBELT RENTALS, INC.	154696465-0001		EQUIPMENT RENTAL	2,702.94
						Total :	2,702.94
218397	6/13/2024	000918	TKE ENGINEERING INC	2024-508		TRAFFIC ENGINEERING - 4/1/2024-4/30/2024	3,875.00
						Total :	3,875.00
218398	6/13/2024	001090	T-MOBILE USA INC	9568612436		CASE INVESTIGATION WI241290016	115.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
218398	6/13/2024	001090	001090 T-MOBILE USA INC	(Continued)		**Total :**	**115.00**
32	**Vouchers for bank code :**	wf				**Bank total :**	**195,333.56**
32	**Vouchers in this report**					**Total vouchers :**	**195,333.56**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218409	6/20/2024	001692 AMAZON CAPITAL SERVICES	17P9-D7LQ-6YP4		CITY CLERKS NON DEPARTMENTAL SUPPLIES	200.93
					Total :	**200.93**
218410	6/20/2024	002249 CENTRAL SECURITY SERVICES	1504544		FIRE MONITORING INSTALLATION SERVICES	285.70
					Total :	**285.70**
218411	6/20/2024	001761 CHARTER COMMUNICATIONS	2318060824		CABLE THROUGH 07/07/24 - FS61	5.35
					Total :	**5.35**
218412	6/20/2024	000367 CINTAS CORPORATION	5216199499		CITY HALL FIRST AID & SAFETY	733.95
					Total :	**733.95**
218413	6/20/2024	000258 CITY CLERK ASSOCIATION OF, CALIFORI	300003316		CCAC MEMBERSHIP FY24/25	250.00
					Total :	**250.00**
218414	6/20/2024	000037 DATA TICKET, INC.	0524SHIPPIN		MOBILE REPAIR REF: WD02	29.00
			165850		MAY 2024 ONLINE ACCESS	720.93
			166482		MAY 2024 DAILY CITE PROCESSING	810.13
					Total :	**1,560.06**
218415	6/20/2024	000022 EDISON	051724-7151		04/15/24-05/13/24 ELECTRIC - TRAFFIC CON	6,262.00
			061124-2529		05/10/24-06/10/24 22378 BUNDY CANYON RD	384.57
			061224-2838		05/13/24-06/11/24 ELECTRIC CITY HALL	904.17
			061224-3123		05/13/24-06/11/24 23873 CLINTON KEITH RD	181.88
			061224-3487		05/13/24-06/11/24 23873 CLINTON KEITH RD	222.59
			061224-7255		05/13/24-06/11/24 23873 CLINTON KEITH RD	174.04
			061324-3047		05/14/24-06/12/24 34311 MISSION TRAIL TC	99.76
			061324-3243		05/14/24-06/12/24 31818 CENTRAL ST LS3	28.74
			061324-3940		05/14/24-06/12/24 34311 MISSION TRIAL LS	31.71
			061324-5361		05/14/24-06/12/24 31818 CENTRAL TC1	93.36
			061324-7372		05/14/24-06/12/24 24211 CLINTON KEITH RD	92.38
			061324-8688		05/14/24-06/12/24 21458 GRAND AVE TC1	90.17
					Total :	**8,565.37**
218416	6/20/2024	001450 FRANCHISE TAX BOARD	62024		WITHHOLDING ORDER - S STANTON CASE #5621	50.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
218416	6/20/2024	001450	001450 FRANCHISE TAX BOARD	(Continued)		Total :	**50.00**
218417	6/20/2024	001743	GOPHER SQUAD	000671	0000501	GOPHER TREATMENT	985.00
						Total :	**985.00**
218418	6/20/2024	000685	GREAT AMERICA FINANCIAL SERVIC	36752315		CANON COLOR COPIER SYST. #020-1472515	359.97
				36760855		CANON COLOR COPIER SYST. #016-1585799	214.24
						Total :	**574.21**
218419	6/20/2024	001666	INFINITY TECHNOLOGIES	2527		GIS SPECIAL PROJECTS (HOURLY)	1,312.50
						Total :	**1,312.50**
218420	6/20/2024	002056	ORACLE AMERICA, INC.	101365203		NEW ERP REPLACEMENT (JUNE)	21,092.59
						Total :	**21,092.59**
218421	6/20/2024	000186	RIGHTWAY	384997		05/23/24-06/19/24 - PORTA /WASHSTN - WIN	803.50
						Total :	**803.50**
218422	6/20/2024	000047	RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000045842		CONTRACT LAW ENFORCEMENT THROUGH 05/01/2	478,806.57
						Total :	**478,806.57**
218423	6/20/2024	001393	SOCALGAS	61024		05/07/24-06/06/24 GAS - FIRE DEPT 32637	62.97
						Total :	**62.97**
218424	6/20/2024	001806	SOUTHERN CALIFORNIA NEWS, GROUP	11664028		PUBLIC NOTICE - ORD 241 CATALYTIC CONVER	286.70
				11666492		PUBLIC NOTICE - EIR NOA FOR GPA 2024-01	737.42
				11668459		PUBLIC NOTICE - ORD 241 CATALYTIC CONVER	299.16
				11669996		PUBLIC NOTICE - VAR 24-0043 NOPH	274.23
				11669997		PUBLIC NOTICE - TPM38881-VAR24-0009	286.70
				11670237		PUBLIC NOTICE - NOPH ON DELINQUENT TRAHS	124.65
						Total :	**2,008.86**
218425	6/20/2024	001258	SUNBELT RENTALS, INC.	150034359-0001		EQUIPMENT RENTAL	471.80
				153331383-0001		EQUIPMENT RENTAL	2,858.91

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
218425	6/20/2024	001258	001258 SUNBELT RENTALS, INC.	(Continued)		**Total :**	**3,330.71**
218426	6/20/2024	000918	TKE ENGINEERING INC	2024-510		CONTRACTUAL SVC 04/01/24-04/30/24	1,497.00
						Total :	**1,497.00**
18	**Vouchers for bank code :**	wf				**Bank total :**	**522,125.27**
18	**Vouchers in this report**					**Total vouchers :**	**522,125.27**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218429	6/24/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	3985-0		WATER METER FOR CITY MAINTAINED LANDSCAP	16,756.00
					Total :	**16,756.00**

1 Vouchers for bank code : wf **Bank total : 16,756.00**

1 Vouchers in this report **Total vouchers : 16,756.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218430	6/27/2024	000031 AFLAC, REMITTANCE PROCESSING, CEN	309721		JUNE 2024 MEDICAL INS. BENEFITS	307.07
					Total :	**307.07**
218431	6/27/2024	002254 ALVAREZ, JOSE	62424		SAFETY BOOT REIMBURSEMENT	181.06
					Total :	**181.06**
218432	6/27/2024	000033 AMERICAN FORENSIC NURSES	78777		BLOOD DRAW (6)	420.00
			78790		BLOOD DRAW (4)	280.00
					Total :	**700.00**
218433	6/27/2024	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JUNE 2024		ANIMAL CONTROL SERVICE JUN 2024	7,000.00
					Total :	**7,000.00**
218434	6/27/2024	000034 BIO-TOX LABORATORIES	46035		RC SHERIFF - LAB SERVICES	1,248.15
			46036		RC SHERIFF - LAB SERVICES	1,310.20
			46087		RC SHERIFF - LAB SERVICES	80.00
					Total :	**2,638.35**
218435	6/27/2024	000785 CORELOGIC SOLUTIONS, LLC	82213006		MAY 2024 CODE ENFORCEMENT SOFTWARE	206.00
					Total :	**206.00**
218436	6/27/2024	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001154		MONTHLY RADIO COMMUNICATION	649.93
			PE0000001823		MONTHLY RADIO COMMUNICATION - SHERIFF &	649.93
					Total :	**1,299.86**
218437	6/27/2024	000035 COUNTY OF RIVERSIDE, TLMA	TL0000017359		MAY 2024 SLF COSTS FY23/24	129.99
					Total :	**129.99**
218438	6/27/2024	001300 DELL MARKETING L.P.	10745902835	0000543	REPLACEMENT DESKTOP	1,343.93
					Total :	**1,343.93**
218439	6/27/2024	000058 DEPARTMENT OF JUSTICE	744003		MAY 2024 FINGERPRINT APPS (2)	70.00
					Total :	**70.00**
218440	6/27/2024	000027 DIRECT TV	082317220X240613		06/12/24-07/11/24 CABLE SERVICES - CITY	168.99
					Total :	**168.99**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218441	6/27/2024	000022 EDISON	061724-0022		05/16/24-06/16/24 22628 WILDOMAR TRAIL T	120.94
			061724-3767		05/16/24-06/16/24 31160 CLINTON KEITH RD	13.69
			061724-5249		05/16/24-06/16/24 32975 WILLOW BAY RD	29.01
			061724-7633		05/16/24-06/16/24 32975 WILLOW BAY RD TC	105.20
			061824-7151		05/14/24-06/12/24 ELECTRIC - TRAFFIC CON	6,357.53
					Total :	**6,626.37**
218442	6/27/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	13035507		05/07/24-06/06/24 WATER ZONE 52 LOC 01	132.44
			13035563		05/07/24-06/06/24 WTAER ZONE 29 LOC 02	47.18
			13035845		05/07/24-06/06/24 WATER ZONE 71 LOC 01	226.10
			13036042		05/07/24-06/06/24 WATER 32637 GRUWELL-FS	98.54
			13036124		05/07/24-06/06/24 WATER MARNA O'BRIEN	3,119.24
			13040864		05/10/24-06/09/24 WATER ZONE 3 LOC 7 M1	62.44
			13040877		05/11/24-06/10/24 WATER HERITAGE PK (AUT	190.96
			13044151		05/11/24-06/10/24 WATER ZONE 3 LOC 3 25	1,109.68
			13044152		05/11/24-06/10/24 WATER ZONE 3 LOC 3 25	1,374.23
			13045918		05/11/24-06/10/24 WATER ZONE 3 LOC 24 M1	658.89
			13047084		05/11/24-06/10/24 WATER CFD 2013-1, ZONE	720.02
			13047242		05/11/24-06/10/24 WATER MALAGA ZONE 3 LO	115.92
					Total :	**7,855.64**
218443	6/27/2024	002248 FINISH JOBS CONSTRUCTION	01042324	0000552	TILE REPLACEMENT (FIRE STATION)	9,883.00
					Total :	**9,883.00**
218444	6/27/2024	000685 GREAT AMERICA FINANCIAL SERVIC	36800925		CANON COLOR COPIER SYST. #018-1765784	214.24
					Total :	**214.24**
218445	6/27/2024	001639 IMPACT SOUTHWEST RIVERSIDE, COUN	1253		RIVERSIDE COUNTY INNOVATION MONTH AGENCY	1,000.00
					Total :	**1,000.00**
218446	6/27/2024	000499 INLAND EMPIRE LANDSCAPE INC	43323		MAY 2024 LANDSCP MAINTENANCE	9,867.40
					Total :	**9,867.40**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218447	6/27/2024	000304 JOE A. GONSALVES & SON	161729	0000522	JUNE 2024 PROF. CONTRACTUAL LEGISLATIVE	3,000.00
					Total :	**3,000.00**
218448	6/27/2024	001652 MARK THOMAS & COMPANY INC.	51619	0000510	DESIGN SERVICES	3,381.18
					Total :	**3,381.18**
218449	6/27/2024	001983 OCCUPATIONAL HEALTH CENTERS OF, C	83341435		PHYSICAL EXAM W/RAPID ECUP GUERRERO,PAUL	213.00
					Total :	**213.00**
218450	6/27/2024	001107 PLACEWORKS	83426		MAY 2024	58,683.51
			83477		MAY 2024 CONTRACTAUL SVC - CLINTON KEITH	16,717.72
			83490		MAY 2024 PROF. SVCS. - 27 ACRE PARK CIP	3,726.59
			83492		MAY 2024 PROF. SVCS. - CIP 099 20 - ACRE	14,541.53
					Total :	**93,669.35**
218451	6/27/2024	000606 RING CENTRAL	CD_000846102		MOBILE USER	25.18
					Total :	**25.18**
218452	6/27/2024	002052 ST. FRANCIS ELECTRIC	23164138		TRAFFIC SIGNAL MAINTENANCE SERVICES MAY	1,480.75
			23164141		TRAFFIC SIGNAL MAINTENANCE SERVICES MAY	276.00
			23164142		TRAFFIC SIGNAL MAINTENANCE SERVICES MAY	294.50
			23164143		TRAFFIC SIGNAL MAINTENANCE SERVICES MAY	207.00
			23164144		TRAFFIC SIGNAL MAINTENANCE SERVICES MAY	138.00
					Total :	**2,396.25**
218453	6/27/2024	001624 STENO SOLUTIONS	43721		03/01/24-05/31/24 TRANSCRIPTION	100.98
					Total :	**100.98**

24 Vouchers for bank code : wf **Bank total : 152,277.84**

24 Vouchers in this report **Total vouchers : 152,277.84**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

City of Wildomar
Wire Transfer Register
6/30/2024

ACH Date	Payee	Description	Amount
6/3/2024	Wells Fargo	Bank Admin Fee	$ 41.00
6/12/2024	Big Easy Storage	Fleet Vehicle Storage	$ 299.00
6/12/2024	Big Easy Storage	Fleet Vehicle Storage	$ 299.00
6/12/2024	Big Easy Storage	Fleet Vehicle Storage	$ 299.00
6/13/2024	Frontier Communications	Monthly Phone and Internet Services	$ 81.47
6/13/2024	Viasat, Inc.	Cemetery Phone and Internet	$ 176.84
6/13/2024	Viasat, Inc.	Cemetery Phone and Internet	$ 416.84
6/18/2024	Frontier Communications	Monthly Phone and Internet Services	$ 149.99
6/18/2024	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$ 16,932.22
6/20/2024	Golden State Escrow	Palomar Widening Right of Way	$ 29,360.00
6/20/2024	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$ 5,645.98
6/21/2024	CR&R Incorporate	Monthly trash services	$ 782.54
6/26/2024	Frontier Communications	Monthly Phone and Internet Services	$ 56.83
6/26/2024	Frontier Communications	Monthly Phone and Internet Services	$ 612.61
		TOTAL	$ 55,153.32

City of Wildomar
Payroll Warrant Register
7/1/2024

ACH Date	Payee	Description	Amount
6/6/2024	Heartland Payroll	5/18/2024-5/31/2024	$ 125,799.74
6/20/2024	Heartland Payroll	6/1/2024-6/14/2024	$ 132,056.37
7/1/2024	Heartland Payroll	6/1/2024-6/30/2024	$ 1,472.43
		TOTAL	**$ 259,328.54**

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

SUBJECT: May 2024 City Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for May 2024

SUMMARY:
May 2024 City Treasurers Report

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

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

May 2024

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 8,222,445.96	$ 4,655,953.05	(2,973,601.06)	$ 9,904,797.95	5.16986%
		TOTAL	$ 8,222,445.96	$ 4,655,953.05	$ (2,973,601.06)	$ 9,904,797.95	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 4,998,397.73	$ 4,998,397.73	$ 4,998,397.73	14.35%	N/A	4.332%
Various	CAMP POOL	$ 12,149,275.94	$ 12,149,275.94	$ 12,149,275.94	34.88%	N/A	5.430%
Various	CAMP MANAGED ACCOUNT	$ 17,668,765.43	$ 17,668,765.43	$ 17,686,733.39	50.77%	838	5.070%
	TOTAL	$ 34,816,439.10	$ 34,816,439.10	$ 34,834,407.06	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 44,721,237.05

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 4,998,397.73	$ 0.00	$ 0.00	$ 0.00	$ 4,998,397.73	4.332%
100	General	CAMP POOL	$ 4,927,251.84	$ 0.00	$ 22,672.67	$ 0.00	$ 4,949,924.51	5.430%
115	ARPA	CAMP POOL	$ 1,570,704.52	$ 0.00	$ 7,227.57	$ 0.00	$ 1,577,932.09	5.430%
120	AA	CAMP POOL	$ 2,577,443.27	$ 0.00	$ 11,860.06	$ 0.00	$ 2,589,303.33	5.430%
461	DIF Park Ir	CAMP POOL	$ 2,596,253.22	$ 0.00	$ 11,946.61	$ 0.00	$ 2,608,199.83	5.430%
301	ENDWMNT	CAMP POOL	$ 421,974.47	$ 0.00	$ 1,941.71	$ 0.00	$ 423,916.18	5.430%
100	General	CAMP MANAGED ACCOUNT	$ 6,167,861.90	$ 0.00	$ 8,629.30	$ 0.00	$ 6,176,491.20	5.070%
110	DEVAG	CAMP MANAGED ACCOUNT	$ 501,752.86	$ 0.00	$ 700.77	$ 0.00	$ 502,453.63	5.070%
120	AA	CAMP MANAGED ACCOUNT	$ 6,271,506.93	$ 0.00	$ 8,761.05	$ 0.00	$ 6,280,267.98	5.070%
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,039,588.82	$ 0.00	$ 1,451.97	$ 0.00	$ 1,041,040.79	5.070%
300	CEM	CAMP MANAGED ACCOUNT	$ 1,039,588.82	$ 0.00	$ 1,451.97	$ 0.00	$ 1,041,040.79	5.070%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,623,806.19	$ 0.00	$ 3,664.84	$ 0.00	$ 2,627,471.03	5.070%
		TOTAL	$ 34,736,130.58	$ 0.00	$ 80,308.52	$ 0.00	$ 34,816,439.10	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

6/10/2024
Date

SUBJECT: Avalino Parkway Maintenance Agreement (Signal Hill and Church)

SUBMITTED BY: Ninette Eva, Associate Engineer

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute two Right-of-Way and Private Slope Access and Maintenance Agreements (Agreements) with D.R. Horton Los Angeles Holding Company Inc. related to the development of Tract 31896 (Avalino)

SUMMARY:

As part of the development of Tract 31896 (Avalino, Project), private property owners have granted the City permanent access easements to the sloped areas on Palomar Street, Starbuck Circle and Olivet Way for future maintenance of the roadway slopes. The proposed Agreements transfer the maintenance responsibility for these areas to the Project developer, in the short term, and to the future Avalino Homeowner's Association for on-going future maintenance. In the event that either party does not maintain the sloped area to City standards, the access easements and the Agreements will allow the City to maintain the areas.

BACKGROUND:
Tentative Tract Map No. 31896, also known as Avalino (Project), was originally approved by Riverside County Board of Supervisors on January 9, 2007. The tentative tract map was to subdivide 46.73 acres into 131 lots for single family development (7,200 sq. ft. minimum) and a 6.67-acre open space lot. On December 2, 2015 the Planning Commission approved a minor change under the requirements of Title 16, Section 16.12.220 of the Wildomar Municipal Code (Subdivision Ordinance). On March 18, 2020 the Planning Commission approved a second minor change which included a reduction of total number of approved lots to 117 residential lots, the addition of three City owned/ maintained lots for water quality treatment and detention, and construction of frontage improvements on Palomar Street and Washington Avenue.

The grading for the Project has been completed and the developer, DR Horton (Developer), has started constructing improvements on Palomar Street. An aerial image of the Project site and the surrounding area is provided in Attachment A and the Project site plan is provided in Attachment B.

DISCUSSION:
The construction of the Project's street improvements includes slopes to support the roadway. Some of these slopes extend beyond the right-of-way and require slope easements over

private properties to allow the slopes to be maintained and preserved, so that the City can ensure that the roadway remains protected from slope failures and erosion. The City has been granted slope easements from the impacted private property owners, and the Developer has prepared agreements to allow the Developer and the future Avalino Homeowner's Association to maintain these slope areas.

Right of Way and Private Slope Access and Maintenance Agreement (Signal Hill Agreement)

Signal Hill owns the property on the northeast corner of Starbuck Circle and Palomar Street. The Developer has entered into a temporary access and construction easement agreement with Signal Hill and will be responsible for the maintenance of the sloped area shown in Exhibit B of the Signal Hill Agreement until it is transferred to the Avalino Homeowners Association. Maintenance of the sloped area shown in Exhibit B of the Signal Hill Agreement will be the responsibility of the Avalino Homeowners Association. Signal Hill has also granted the City a permanent access easement to the sloped area. In the event that the Avalino Homeowners Association does not maintain the sloped area to City standards, the access easement and the Signal Hill Agreement will allow the City to maintain the area. The Agreement identifies the maintenance responsibilities of the Developer and the Avalino Homeowners Association to ensure that the sloped area is in a clean and attractive condition.

Right of Way and Private Slope Access and Maintenance Agreement (Church Agreement)

Southeastern California Conference of Seventh-Day Adventists owns the property south of the Signal Hill property, on the east side of Starbuck Circle and west side of Olivet Way. The Developer has entered into a temporary access and construction easement agreement with the Church and will be responsible for the maintenance of the sloped area shown in Exhibit B of the Church Agreement until it is transferred to Avalino Homeowners Association. Maintenance of the sloped area shown in Exhibit B will be the responsibility of the Avalino Homeowners Association. The Church has also granted the City a permanent access easement to the sloped area. In the event that the Avalino Homeowners Association does not maintain the sloped area to City standards, the access easement and the Church Agreement will allow the City to maintain the area. The Agreement identifies the maintenance responsibilities of the Developer and the Avalino Homeowners Association to ensure that the sloped area is in a clean and attractive condition.

Staff recommends that the City Council authorize the City Manager to execute both Right-of-Way and Private Slope Access and Maintenance Agreements with D.R. Horton Los Angeles Holding Company Inc. Copies of both agreements are included as Attachment C and Attachment D.

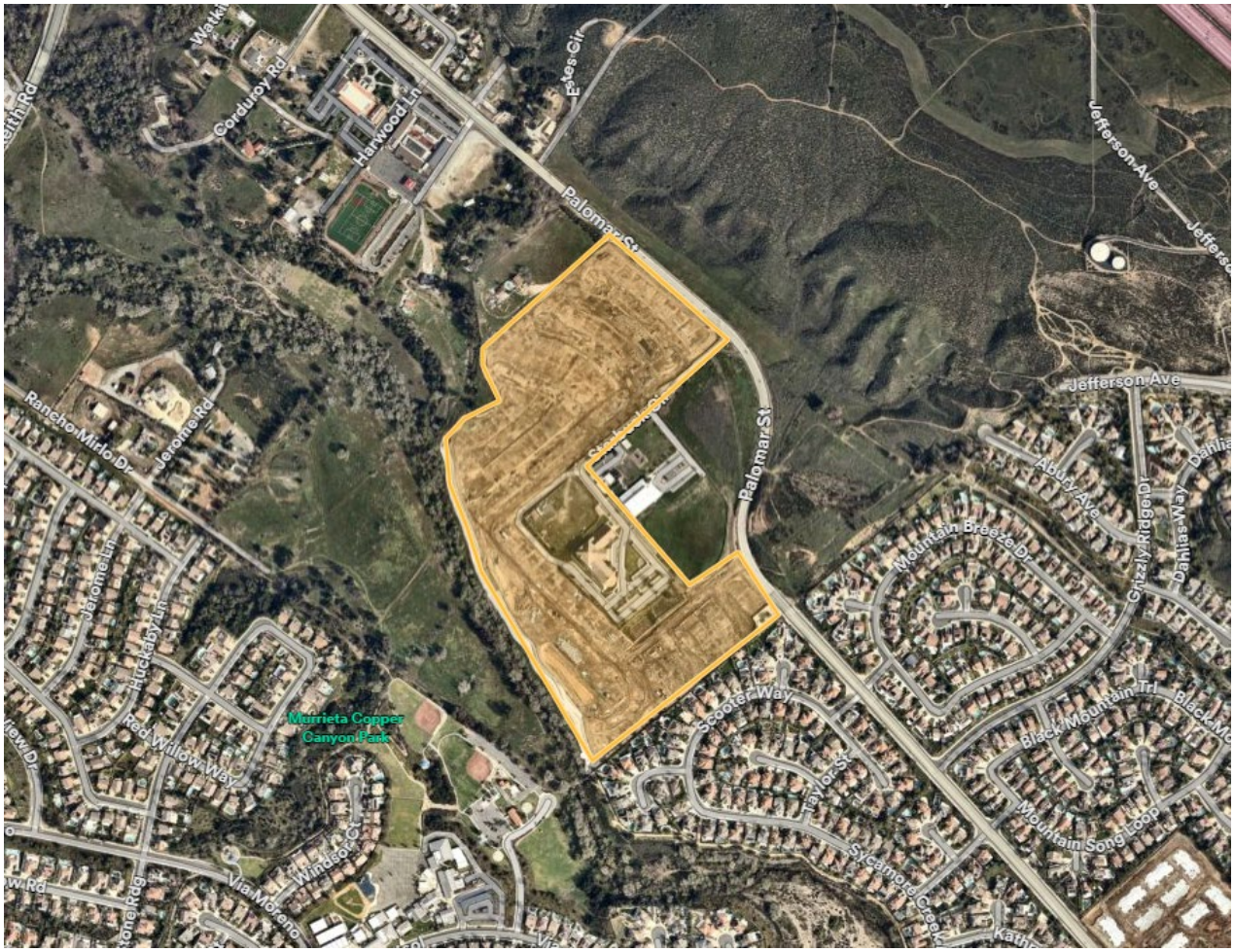
FISCAL IMPACT:

Costs related to the processing of these easements are covered by developer deposits. If the Developer or the HOA fail to adequately maintain the slope in the future and the City expends funds to maintain the area, the Agreement requires the Developer or HOA to reimburse the City for expenses incurred.

ATTACHMENTS:

A - Aerial Map
B - Site Plan TR31896
C - ROW Private Slope Access and Maintenance Agreement (Signal Hill)
D - ROW Private Slope Access and Maintenance Agreement (Church)

ATTACHMENT A



Aerial Image of
Tract No. 31896 DR Horton Avalino
(highlighted in yellow)

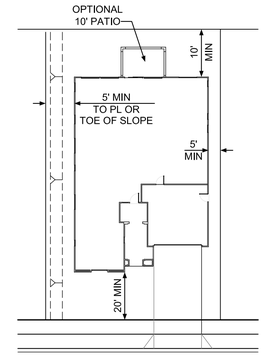
ATTACHMENT B

Site Plan
Tract No. 31896 DR Horton Avalino

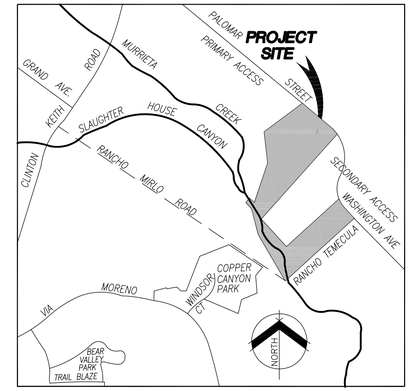
DATA TABLE

LOT NO.	LOT SIZE (SF)	NET LOT SIZE (SF)	TOTAL HOUSE SIZE (SF)	HOUSE FOOTPRINT (SF)	PERCENT COVERAGE (%)	PLAN TYPE	GARAGE
1	10,737	9,169	2,929	2,745	25.6	5A	LEFT
2	9,227	8,450	3,015	2,202	23.9	4D	RIGHT
3	8,787	8,038	2,537	2,113	24.0	3B	LEFT
4	8,146	7,426	1,898	2,376	29.2	1D	RIGHT
5	7,685	7,010	2,929	2,755	35.8	5B	LEFT
6	7,615	6,946	3,015	2,202	28.9	4A	RIGHT
7	7,626	6,912	2,537	2,113	27.7	3B	LEFT
8	7,845	7,059	2,929	2,755	35.1	5D	RIGHT
9	7,774	6,932	1,898	2,460	31.6	1A	LEFT
10	11,761	10,202	2,929	2,755	23.4	5B	RIGHT
11	10,322	10,322	3,015	2,202	21.3	4D	LEFT
12	8,364	8,364	2,929	2,745	32.8	5A	RIGHT
13	8,050	8,050	2,537	2,075	25.8	3D	LEFT
14	8,228	8,228	1,898	2,394	29.1	1B	RIGHT
15	7,603	7,603	2,319	3,021	39.7	2D	LEFT
16	7,376	7,376	3,015	2,202	29.9	4B	RIGHT
17	7,579	7,579	2,537	2,086	27.5	3A	LEFT
18	8,033	8,033	2,929	2,755	34.3	5D	RIGHT
19	7,450	7,450	3,015	2,202	29.6	4A	LEFT
20	8,772	8,772	1,898	2,394	27.3	1B	RIGHT
21	8,482	7,598	2,537	2,086	24.6	3A	LEFT
22	7,727	6,949	2,929	2,755	35.7	5B	RIGHT
23	7,865	7,061	1,898	2,376	30.2	1D	LEFT
24	7,916	7,127	3,015	2,202	27.8	4A	RIGHT
25	8,220	7,413	2,319	3,018	36.7	2B	LEFT
26	8,527	7,664	2,537	2,075	24.3	3D	RIGHT
27	8,029	7,290	2,929	2,745	34.2	5A	LEFT
28	8,975	8,330	3,015	2,202	24.5	4B	RIGHT
29	12,282	10,283	1,898	2,376	19.3	1D	RIGHT
30	10,658	10,275	3,015	2,202	20.7	4A	LEFT
31	10,006	10,006	1,898	2,394	23.9	1B	LEFT
32	9,081	9,081	2,929	2,755	30.3	5D	RIGHT
33	8,387	8,387	2,537	2,086	24.9	3A	LEFT
34	8,166	8,166	3,015	2,202	27.0	4D	RIGHT
35	8,793	8,793	2,319	3,026	34.4	2A	LEFT
36	8,823	8,823	2,537	2,113	23.9	3B	RIGHT
37	8,628	8,628	2,929	2,755	31.9	5D	LEFT
38	8,980	8,980	3,015	2,202	24.5	4B	RIGHT
39	7,916	7,916	1,898	2,376	30.0	1D	LEFT
40	7,798	7,798	3,015	2,202	28.2	4A	RIGHT
41	8,070	8,070	2,537	2,075	25.7	3D	LEFT
42	7,942	7,942	2,929	2,755	34.7	5B	RIGHT
43	7,297	7,297	1,898	2,460	33.7	1A	LEFT
44	7,318	7,318	3,015	2,202	30.1	4D	RIGHT
45	7,516	7,516	2,319	3,018	40.2	2B	LEFT
46	8,337	8,337	2,537	2,086	25.0	3A	RIGHT
47	9,399	9,399	2,929	2,755	29.3	5D	LEFT
48	11,476	11,476	1,898	2,394	20.9	1B	RIGHT
49	13,132	13,132	2,319	3,021	23.0	2D	LEFT
50	10,137	10,137	3,015	2,202	21.7	4A	RIGHT
51	7,654	7,135	2,929	2,755	36.0	5D	LEFT
52	8,344	7,770	3,015	2,202	26.4	4B	RIGHT
53	10,747	10,067	1,898	2,376	22.1	1D	LEFT
54	11,976	11,011	2,537	2,113	17.6	3B	RIGHT
55	7,392	7,392	3,015	2,202	29.8	4A	LEFT
56	7,392	7,392	2,537	2,075	28.1	3D	LEFT
57	7,392	7,392	2,929	2,755	37.3	5B	RIGHT
58	7,392	7,392	2,319	3,026	40.9	2A	LEFT
59	7,392	7,392	3,015	2,202	29.8	4D	RIGHT
60	8,660	8,660	2,929	2,745	31.7	5A	LEFT
61	9,464	9,464	1,898	2,394	25.3	1B	RIGHT
62	7,730	7,127	2,319	3,026	39.1	2A	LEFT
63	7,397	6,803	2,929	2,755	37.2	5D	LEFT
64	7,399	3,805	3,015	2,202	29.8	4B	RIGHT
65	7,402	3,808	1,898	2,460	33.2	1A	RIGHT
66	7,404	3,810	2,537	2,075	28.0	3D	LEFT
67	7,406	3,812	2,929	2,745	37.1	5A	RIGHT
68	7,409	3,815	1,898	2,394	32.3	1B	LEFT
69	7,411	3,870	3,015	2,202	29.7	4A	RIGHT
70	7,411	6,870	2,319	3,021	40.8	2D	LEFT
71	10,335	9,791	2,537	2,113	20.4	3B	RIGHT
72	7,511	7,511	2,929	2,755	36.7	5D	RIGHT
73	7,372	7,372	1,898	2,460	33.4	1A	RIGHT
74	7,311	7,311	2,319	3,018	41.3	2B	LEFT
75	7,315	7,315	1,898	2,376	32.5	1D	RIGHT
76	7,318	7,318	3,015	2,202	30.1	4B	LEFT
77	7,322	7,061	2,319	3,026	41.3	2A	RIGHT
78	7,325	6,818	1,898	2,394	32.7	1B	LEFT
79	7,328	6,564	2,319	3,021	41.2	2D	RIGHT
80	7,332	6,297	2,537	2,086	28.5	3A	LEFT
81	7,335	6,266	2,929	2,755	37.6	5B	RIGHT
82	7,338	6,383	3,015	2,202	30.0	4D	LEFT
83	7,341	6,526	2,319	3,018	41.1	2B	RIGHT
84	7,973	7,287	2,929	2,745	34.4	5A	LEFT
85	7,280	7,280	2,319	3,018	41.5	2B	LEFT
86	7,280	7,280	3,015	2,202	30.2	4D	RIGHT
87	7,280	7,280	2,929	2,745	37.7	5A	LEFT
88	7,280	7,280	1,898	2,376	32.6	1D	RIGHT
89	7,280	7,280	3,015	2,202	30.2	4B	LEFT
90	7,280	7,280	2,319	3,026	41.6	2A	RIGHT
91	7,280	7,280	2,537	2,075	28.5	3D	LEFT
92	7,280	7,280	2,929	2,755	37.8	5B	RIGHT
93	7,362	7,362	2,319	3,021	41.0	2D	LEFT
94	7,881	7,881	3,015	2,202	27.9	4A	RIGHT
95	13,653	13,653	1,898	2,376	17.4	1D	LEFT
96	9,218	9,218	2,319	3,018	32.7	2B	RIGHT
97	8,106	8,106	1,898	2,460	30.3	1A	LEFT
98	7,482	7,482	2,319	3,021	40.4	2D	RIGHT
99	7,304	7,304	1,898	2,394	32.8	1B	LEFT
100	13,867	12,764	2,319	3,026	21.8	2A	RIGHT
101	8,092	7,525	2,929	2,755	34.0	5B	LEFT
102	8,932	8,407	3,015	2,202	24.7	4D	RIGHT
103	8,496	8,496	2,537	2,113	24.9	3B	LEFT
104	8,154	8,154	3,015	2,202	27.0	4A	RIGHT
105	7,934	7,934	2,929	2,755	34.7	5D	LEFT
106	10,864	10,864	1,898	2,394	22.0	1B	RIGHT
107	10,656	10,130	2,319	3,021	28.4	2D	LEFT
108	8,709	8,316	2,537	2,086	24.0	3A	RIGHT
109	9,527	9,135	2,929	2,755	28.9	5B	LEFT
110	10,116	9,695	3,015	2,202	21.8	4D	RIGHT
111	10,134	10,134	3,015	2,202	21.7	4A	LEFT
112	9,548	9,548	2,537	2,075	21.7	3D	RIGHT
113	8,883	8,883	3,015	2,202	24.8	4B	LEFT
114	10,175	10,175	1,898	2,460	24.2	1A	RIGHT
115	7,456	6,179	2,537	2,086	28.0	3A	LEFT
116	7,818	6,600	2,319	3,018	38.6	2B	RIGHT
117	8,843	6,756	2,929	2,755	31.2	5D	RIGHT

PROPOSED CLUSTERED MAILBOX



TYPICAL LOT DETAIL
1 inch = 30 ft.



VICINITY MAP
NOT TO SCALE
THOMAS GUIDE 2004
PAGE 927, F-3
SEC. 1, 12 T. 7S., R. 4W

FLOOR AREA TABLES

PLAN 1.1898A	
FIRST FLOOR PLAN	1898 SF
TOTAL	1898 SF
GARAGE	415 SF
COVERED ENTRY/PORCH	148 SF

PLAN 2.2319A	
FIRST FLOOR PLAN	2319 SF
TOTAL	2319 SF
GARAGE	638 SF
COVERED ENTRY/PORCH	69 SF

PLAN 3.2537A	
FIRST FLOOR PLAN	1600 SF
SECOND FLOOR PLAN	937 SF
TOTAL	2537 SF
GARAGE	428 SF
COVERED ENTRY/ PORCH	58 SF

PLAN 4.3015A	
FIRST FLOOR PLAN	1413 SF
SECOND FLOOR PLAN	1602 SF
TOTAL	3015 SF
GARAGE	665 SF
COVERED ENTRY/PORCH	124 SF

PLAN 5.2929A	
FIRST FLOOR PLAN	1586 SF
SECOND FLOOR PLAN	1343 SF
TOTAL	2929 SF
GARAGE	636 SF
COVERED ENTRY/PORCH	46 SF
SUITE	487 SF

PLAN 1.1898B	
FIRST FLOOR PLAN	1898 SF
TOTAL	1898 SF
GARAGE	415 SF
COVERED ENTRY/PORCH	81 SF

PLAN 2.2319B	
FIRST FLOOR PLAN	2319 SF
TOTAL	2319 SF
GARAGE	638 SF
COVERED ENTRY/PORCH	61 SF

PLAN 3.2537B	
FIRST FLOOR PLAN	1600 SF
SECOND FLOOR PLAN	937 SF
TOTAL	2537 SF
GARAGE	428 SF
COVERED ENTRY/ PORCH	85 SF

PLAN 4.3015B	
FIRST FLOOR PLAN	1413 SF
SECOND FLOOR PLAN	1602 SF
TOTAL	3015 SF
GARAGE	665 SF
COVERED ENTRY/PORCH	124 SF

PLAN 5.2929B	
FIRST FLOOR PLAN	1586 SF
SECOND FLOOR PLAN	1343 SF
TOTAL	2929 SF
GARAGE	636 SF
COVERED ENTRY/PORCH	46 SF
SUITE	487 SF

PLAN 1.1898D	
FIRST FLOOR PLAN	1898 SF
TOTAL	1898 SF
GARAGE	415 SF
COVERED ENTRY/PORCH	63 SF

PLAN 2.2319D	
FIRST FLOOR PLAN	2319 SF
TOTAL	2319 SF
GARAGE	638 SF
COVERED ENTRY/PORCH	64 SF

PLAN 3.2537D	
FIRST FLOOR PLAN	1600 SF
SECOND FLOOR PLAN	937 SF
TOTAL	2537 SF
GARAGE	428 SF
COVERED ENTRY/ PORCH	47 SF

PLAN 4.3015D	
FIRST FLOOR PLAN	1413 SF
SECOND FLOOR PLAN	1602 SF
TOTAL	3015 SF
GARAGE	665 SF
COVERED ENTRY/PORCH	124 SF

PLAN 5.2929D	
FIRST FLOOR PLAN	1586 SF
SECOND FLOOR PLAN	1343 SF
TOTAL	2929 SF
GARAGE	636 SF
COVERED ENTRY/PORCH	46 SF
SUITE	487 SF

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

ARCHITECTURAL STYLES

ELEVATION TYPE	STYLE
(A)	SPANISH
(B)	TRADITIONAL
(D)	TUSCAN

ELEVATION SYMBOL LEGEND

1A PLAN 1A, 2A PLAN 2A, 3A PLAN 3A, 4A PLAN 3A, 5A PLAN 3A
1B PLAN 1B, 2B PLAN 2B, 3B PLAN 3B, 4B PLAN 3B, 5B PLAN 3B
1D PLAN 1D, 2D PLAN 2D, 3C PLAN 3D, 4C PLAN 3D, 5C PLAN 3D

ELEVATION TYPE	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5	SUBTOTAL	PERCENT %
(A)	6	6	7	11	7	37	31.6%
(B)	9	7	6	8	9	39	33.3%
(D)	8	7	7	9	10	41	35.1%
TOTAL	23	20	20	28	26	117	100%

LEGEND:

- P — MODEL SITE PARKING
- M — MODEL SITE
- RV — RV PARKING AVAILABLE
- 12 — LOT NUMBER
- ▲ — ENHANCED ELEVATION
- MAIL — MAILBOX LOCATION
- ——— RETAINING WALL

LEGAL DESCRIPTION

PORTION OF BLOCK "M" OF ELSINORE AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 174 THEREOF, RECORDS OF SAN DIEGO COUNTY, PCLS, 2, 3 AND 4 OF PM 8828, PM BOOK 43/99, SEC 1, 12, T7S, R4W IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTACT INFORMATION FOR SWPPP INSPECTION AND REPORTING

D.R. HORTON
2280 WARDLOW CIRCLE, STE. 100
CORONA, CA 92878
CONTACT: DEAN PERNICONE
PHONE: (951) 739-5469

TOPOGRAPHY NOTE:

EXISTING TOPOGRAPHY PER DON READ CORP.
DATED MAY 17, 2018.

ACREAGE

GROSS AREA = 46.73ACRES
NET AREA = 42.03 ACRES

TOTAL GRADED AREA

46.73 AC

APN#

380-160-017 AND -018
380-210-003, -004, -005, -008 AND -015

SOILS ENGINEER:

GEOTEC, INC
1548 NORTH MAPLE STREET
CORONA, CA 92880
PHONE: (951) 710-1160
FAX: (951) 710-1167

OWNER:

R&H WILDOMAR 1, LLC
26111 SALLY DRIVE
LAKE FOREST, CA 92630
CONTACT: KELLY HANSEN
E-MAIL: KVHANSEN@MSN.COM

ENGINEER:

MDS CONSULTING
17320 REDHILL AVENUE, SUITE 350
IRVINE, CA. 92614
CONTACT: ED LENTH
E-MAIL: ELENTH@MDSCONSULTING.NET

PREPARED FOR:

D·R·HORTON
America's Builder

D.R. HORTON
2280 WARDLOW CIRCLE, STE. 100
CORONA, CA 92878
PHONE: (951) 739-5469

PREPARED BY:

MDS CONSULTING
MORSE SCHULTZ
17320 REDHILL AVE.
SUITE 350
IRVINE, CA 92614
PH: 949-251-8821
FAX: 949-251-0516
PLANNERS ENGINEERS SURVEYORS

150 75 0 150 300 600
SCALE: 1"=150'

DATE PREPARED: AUGUST 23, 2022

TRACT 31896
MURRIETA CREEK ESTATES
WILL FIT SITE PLAN

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 3

NO FEE DOCUMENT
Government Code 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

RIGHT OF WAY AND PRIVATE SLOPE ACCESS AND MAINTENANCE AGREEMENT

Avalino Public Right of Way and Private Slope Maintenance Area

THIS RIGHT OF WAY AND PRIVATE SLOPE ACCESS AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into on this 14 day of May 2024, by and between D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("Landowner") the CITY OF WILDOMAR, a California municipal corporation ("City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property in the City of Wildomar, County of Riverside, State of California, more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein by this reference ("Association Property");

WHEREAS, the Landowner is developing the Association Property as a portion of that certain residential development commonly known as "Avalino". Landowner will convey the Association Property to the homeowners association formed as a California nonprofit mutual benefit corporation, which may be referred to as Avalino Homeowners Association ("Association"), which shall be responsible for the governance, maintenance of certain areas and provision of certain services for the benefit of the Avalino community;

WHEREAS, the Landowner has entered into that certain Temporary Access and Construction Easement Agreement ("Signal Hill Easement Agreement") with Signal Hill Petroleum, Inc., a California corporation ("Signal Hill");

WHEREAS, Signal Hill owns that real property described on Exhibit "C" attached hereto and incorporated herein by this reference ("Signal Hill Property");

WHEREAS, pursuant to the terms of the Signal Hill Easement Agreement, Signal Hill has granted the City an easement pursuant to that certain Easement recorded on 5/14/2024 as Document No. 2024-0140028 in the official public records of the County Recorder of Riverside County ("Permanent Easement") over certain real property owned Signal Hill (such area subject to the Permanent Easement referred to herein as "Permanent Easement Area");

WHEREAS, the Permanent Easement Area includes an irrigated and planted slope area that commences three feet below the adjacent public right of way and continues down the slope ("Slope Area"), which is depicted in Exhibit "B";

WHEREAS, the Site Plan/Subdivision Plan known as Tract No. 31896, as approved or to be approved by the City ("Plan"), which is incorporated herein by reference, provides for the installation and maintenance of the Slope Area;

WHEREAS, the City desires to provide an assignment of the Permanent Easement to the Landowner to provide for the maintenance by the Responsible Party of the Slope Area, as described herein; and

WHEREAS, the City and the Landowner agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner install and maintain the Slope Area pursuant to the terms and duration set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1 . The burdens and benefits of this Agreement are intended to be covenants that run with the land, binding Landowner, and any subsequent party with ownership or control of the Association Property ("Responsible Party") and the City. Landowner shall be responsible for its obligations under this Agreement, until the date the Landowner transfers the Association Property to the Association, at which time the Association shall assume all rights and obligations of the Landowner under this Agreement (such date referred to herein as the "Association Transfer Date"). Except for the obligations set forth in Section 2 which shall remain with Landowner, Landowner shall have no further rights or obligations under this Agreement for any matters arising after the Association Transfer Date and the Association will be deemed the sole Responsible Party under this Agreement.

2. The Landowner shall construct the Slope Area in accordance with the plans and specifications identified in the Plan. The Landowner shall be solely responsible for the costs and expenses involved in the construction and installation of the Slope Area.

3. The Responsible Party shall adequately maintain the Slope Area in a clean and attractive condition in compliance with the Plan, provided that the Responsible Party shall have no further obligation to maintain the Slope Area upon the development of the Signal Hill Property as a use other than its current use, which other use may include residential or commercial development. For the avoidance of doubt, the Responsible Party shall have no obligation to maintain any portion of the slope on which the Slope Area is located that is located within three feet below the adjacent public right of way, and the maintenance of such area of the slope within three feet below the public right of way shall be the obligation of the City.

4. The Responsible Party shall be solely responsible for the costs and expenses involved in the maintenance of the Slope Area until such time as any of the foregoing maintenance obligations terminate under the terms of this Agreement.

5. The City hereby grants to the Landowner, for the benefit of the Responsible Party, complete access and a right-of-entry onto the public right of way adjacent to which the Slope Area is located to accomplish its obligations under this Agreement.

6. The City hereby irrevocably and non-exclusively grants and assigns to the Landowner, for the benefit of the Responsible Party, all of the City's rights under the Permanent Easement to allow for the Responsible Party's access onto the Signal Hill Property to perform any of the maintenance obligations of the Responsible Party set forth in this Agreement.

7. In the event the Responsible Party fails to adequately maintain the Slope Area in good condition acceptable to the City, during such time that the applicable maintenance obligations under this Agreement are in effect, the City may enter upon the Signal Hill Property pursuant to the access rights under the Permanent Easement and take whatever steps necessary to correct deficiencies identified by the City and to charge the costs of such

repairs to the Responsible Party. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Responsible Party or Signal Hill outside of the area designated in the Plan for the Slope Area. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Slope Area, and in no event shall this Agreement be construed to impose any such obligation on the City, provided however, that the City shall maintain those portions of the slope on which the Slope Area is located that are located within three feet below the adjacent public right of way.

8. The Responsible Party, for so long as the applicable maintenance obligations described in this Agreement are in effect, will perform the work necessary to keep the Slope Area in good working condition. In the event a maintenance schedule for the Slope Area is contained in the Plans, the Responsible Party will follow that schedule.

9. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Responsible Party shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

10. Responsible Party agrees to defend, indemnify and save the City, its elected officials, employees and authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property, including reasonable attorney fees, happening or occurring as a proximate result of any work or maintenance undertaken pursuant to this Agreement, including any allegation that the landscaping or work caused, or contributed to causing, death or injury to person or property.

a. Responsible Party shall notify the City within three (3) days of any claim regarding personal injury or property damage on the Permanent Easement Area.

b. Responsible Party shall maintain liability insurance with general liability coverage of not less than two million dollars ($2,000,000) naming City, its elected officials, employees and authorized agents, officers, representatives and employees, as additional insureds. Responsible Party shall provide City with a Certificate of Insurance each time the policy changes. City Manager may increase the required insurance coverage every three (3) years from the date of this Agreement in such an amount as necessary to maintain reasonable and customary coverages for such insurance upon thirty (30) days' prior written notice to Responsible Party.

11. This Agreement shall be recorded in the official records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Responsible Party, its administrators, executors, assigns, heirs and any other successors in interests.

12. This Agreement may not be amended without the written consent of the City and the Responsible Party. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council, in each instance with the prior written approval of the Responsible Party. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. After the Association Transfer Date, the consent of a majority of the board of directors of the Association shall qualify as consent of the Responsible Party.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date first written above.

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.,
a California corporation

By: _____

Name: Jennifer L. O'Leary

Title: Assistant Secretary

SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE BUSINESS ENTITY.

CITY OF WILDOMAR

_____ _____

Daniel A. York Date
City Manager

ATTEST

_____ _____

Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____

Thomas D. Jex Date
City Attorney

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

State of California)
County of)

On _____before me_____, a 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(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

_____

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

State of California)
County of)

On_____before me_____, a 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(ices), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

_____

EXHIBIT "A"
Legal Description of Association Property

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT U OF MAP 31896 ON FILE IN BOOK 494, PAGES 10-21 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

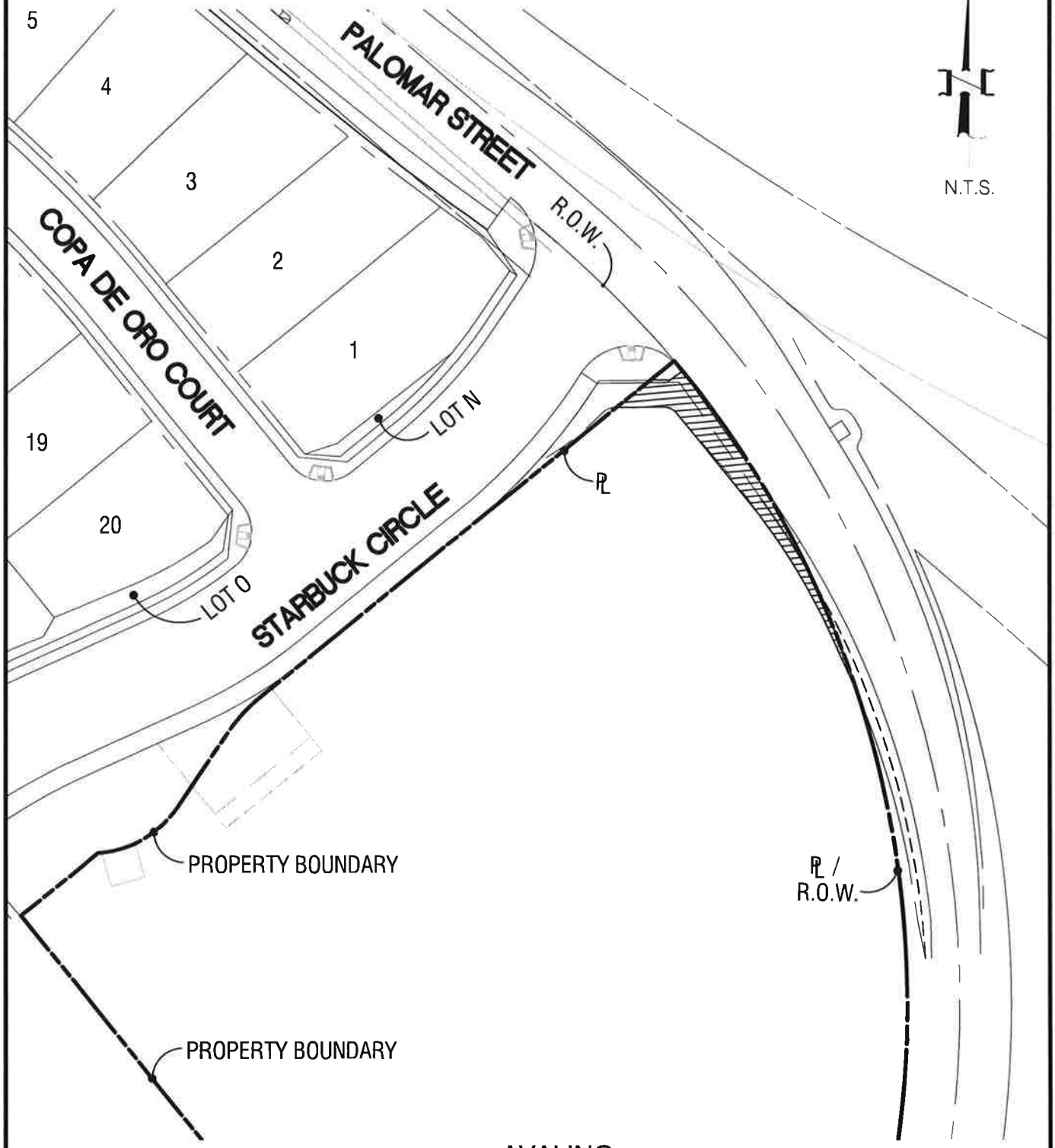
EXHIBIT "B"
Depiction of Slope Area

EXHIBIT "B"

SHEET 1 OF 1

LEGEND:

SLOPE AREA



AVALINO
TRACT MAP NO. 31896
EASEMENT AND
MAINTENANCE
AGREEMENT

MDS CONSULTING
PLANNERS ENGINEERS SURVEYORS

5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET

I:\40018\ENGINEERING\Exhibits\MAINTENANCE EXHIBIT\40018-TR31896_MAINTENANCE EXHIBITS-PALOMAR.dwg

EXHIBIT "C"
Legal Description of Signal Hill Property

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN BY PARCEL MAP NO. 29005, ON FILE IN BOOK 197, PAGES 1, 2 AND 3 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

APN: 380-210-006

NO FEE DOCUMENT
Government Code 6103

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

RIGHT OF WAY AND PRIVATE SLOPE AND DRAINAGE AREA ACCESS AND MAINTENANCE AGREEMENT

Avalino Public Right of Way and Private Slope and Drainage Maintenance Areas

THIS RIGHT OF WAY AND PRIVATE SLOPE AND DRAINAGE AREA ACCESS AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into on this 6th day of June 2024, by and between D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("Landowner") the CITY OF WILDOMAR, a California municipal corporation ("City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property in the City of Wildomar, County of Riverside, State of California, more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein by this reference ("Association Property");

WHEREAS, the Landowner is developing the Association Property as a portion of that certain residential development commonly known as "Avalino". Landowner will convey the Association Property to the homeowners association formed as a California nonprofit mutual benefit corporation, which may be referred to as Avalino Homeowners Association ("Association"), which shall be responsible for the governance, maintenance of certain areas and provision of certain services for the benefit of the Avalino community;

WHEREAS, the Landowner has entered into that certain Access and Easement Agreement ("Church Easement Agreement") with Southeastern California Conference of Seventh-Day Adventists, a California non-profit religious corporation (formerly known as Southeastern California Association of Seventh-Day Adventists) ("Church");

WHEREAS, the Church owns that real property described on Exhibit "C" attached hereto and incorporated herein by this reference ("Church Property");

WHEREAS, pursuant to the terms of the Church Easement Agreement, the Church has granted the City an easement pursuant to that certain Easement Agreement recorded on June 6, 2024 as Instrument No. 2024-0169218 in the official public records of the County Recorder of Riverside County ("Permanent Easement") over certain real property owned by the Church (such area subject to the Permanent Easement referred to herein as "Permanent Easement Area");

WHEREAS, the Permanent Easement Area includes a slope area ("Slope Area") and a storm drain basin ("Storm Drain Facilities"), each of which are depicted in Exhibit "B" ;

WHEREAS, there are certain pilasters ("Church Pilasters") located in the public right of way adjacent to the real property owned by the Church, as depicted in Exhibit "B" ;

WHEREAS, the Site Plan/Subdivision Plan known as Tract No. 31896, as approved or to be approved by the City ("Plan"), which is incorporated herein by reference, provides for the installation and maintenance of the Slope Area, Storm Drain Facilities and Church Pilasters;

WHEREAS, the City desires to provide an assignment of the Permanent Easement to the Landowner to provide for the maintenance by the Responsible Party of the Slope Area and Storm Drain Facilities, as described herein; and

WHEREAS, the City and the Landowner agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner to install and maintain the Slope Area, Storm Drain Facilities and Church Pilasters pursuant to the terms and duration set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1 . The burdens and benefits of this Agreement are intended to be covenants that run with the land, binding Landowner, and any subsequent party with ownership or control of the Association Property ("Responsible Party") and the City. Landowner shall be responsible for its obligations under this Agreement, until the date the Landowner transfers the Association Property to the Association, at which time the Association shall assume all rights and obligations of the Landowner under this Agreement (such date referred to herein as the "Association Transfer Date"). Except for the obligations set forth in Section 2 which shall remain with Landowner, Landowner shall have no further rights or obligations under this Agreement for any matters arising after the Association Transfer Date and the Association will be deemed the sole Responsible Party under this Agreement.

2. The Landowner shall construct the Slope Area, Storm Drain Facilities and Church Pilasters in accordance with the plans and specifications identified in the Plan. The Landowner shall be solely responsible for the costs and expenses involved in the construction and installation of the Slope Area, Storm Drain Facilities, and Church Pilasters.

3. The Responsible Party shall adequately maintain the Slope Area, Storm Drain Facilities, and Church Pilasters in a clean and attractive condition in compliance with the Plan, provided that the Responsible Party shall have no further obligation to maintain the Slope Area, or Church Pilasters upon the development of the Church Property as a use other than as a church, and provided further, that the Responsible Party shall have no further obligation to maintain the Storm Drain Facilities upon such time that the Storm Drain Facilities are no longer utilized for the drainage and treatment of storm water runoff. For the purposes of clarity, the maintenance of the Church Pilasters shall not include the maintenance of the wall located on the Church Property, which shall be the maintenance responsibility of the Church.

4. The Responsible Party shall be solely responsible for the costs and expenses involved in the maintenance of the Slope Area, Storm Drain Facilities and Church Pilasters, until such time as any of the foregoing maintenance obligations terminate under the terms of this Agreement.

5. The City hereby grants to the Landowner, for the benefit of the Responsible Party, complete access and a right-of-entry onto the public right of way adjacent to which the Slope Area, Storm Drain Facilities and Church Pilasters are located to accomplish its obligations under this Agreement.

6. The City hereby irrevocably and non-exclusively grants and assigns to the Landowner, for the benefit of the Responsible Party, all of the City's rights under the Permanent Easement to allow for the Responsible Party's

access onto the Church Property to perform any of the maintenance obligations of the Responsible Party set forth in this Agreement.

7. In the event the Responsible Party fails to adequately maintain the Slope Area, Storm Drain Facilities, or Church Pilasters in good working condition acceptable to the City, during such time that the applicable maintenance obligations under this Agreement are in effect, the City may enter upon the Church Property pursuant to the access rights under the Permanent Easement and take whatever steps necessary to correct deficiencies identified by the City and to charge the costs of such repairs to the Responsible Party. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Responsible Party or Church outside of the area designated in the Plan for the Slope Area, Storm Drain Facilities, or Church Pilasters. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Slope Area, Storm Drain Facilities or Church Pilasters, and in no event shall this Agreement be construed to impose any such obligation on the City.

8. The Responsible Party, for so long as the applicable maintenance obligations described in this Agreement are in effect, will perform the work necessary to keep the Slope Area, Storm Drain Facilities, and Church Pilasters in good working condition. In the event a maintenance schedule for the Slope Area, Storm Drain Facilities, or Church Pilasters is contained in the Plans, the Responsible Party will follow that schedule.

9. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Responsible Party shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

10. Responsible Party agrees to defend, indemnify and save the City, its elected officials, employees and authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property, including reasonable attorney fees, happening or occurring as a proximate result of any work or maintenance undertaken pursuant to this Agreement, including any allegation that the landscaping or work caused, or contributed to causing, death or injury to person or property.

a. Responsible Party shall notify the City within three (3) days of any claim regarding personal injury or property damage on the Permanent Easement Area.

b. Responsible Party shall maintain liability insurance with general liability coverage of not less than two million dollars ($2,000,000) naming City, its elected officials, employees and authorized agents, officers, representatives and employees, as additional insureds. Responsible Party shall provide City with a Certificate of Insurance each time the policy changes. City Manager may increase the required insurance coverage every three (3) years from the date of this Agreement in such an amount as necessary to maintain reasonable and customary coverages for such insurance upon thirty (30) days' prior written notice to Responsible Party.

11. This Agreement shall be recorded in the official records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Responsible Party, its administrators, executors, assigns, heirs and any other successors in interests.

12. This Agreement may not be amended without the written consent of the City and the Responsible Party. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council, in each instance with the prior written approval of the Responsible Party. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. After the

Association Transfer Date, the consent of a majority of the board of directors of the Association shall qualify as consent of the Responsible Party.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date first written above

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.,
a California corporation

By: Jennifer L. O'Leary

Signature: _____

Title: Asst. Secretary

SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Riverside }

On June 6, 2024 before me, Ginger Lovett, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jennifer L. O'Leary
Name(s) of Signer(s)

_____,

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

GINGER LOVETT
Notary Public - California
Riverside County
Commission # 2402317
My Comm. Expires Apr 27, 2026

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

CITY OF WILDOMAR

_____ _____

Daniel A. York Date
City Manager

ATTEST

_____ _____

Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____

Thomas D. Jex Date
City Attorney

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

State of California)
County of)

On _____before me_____, a 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(is), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

_____

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

State of California)
County of)

On_____before me_____, a 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(ices), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

_____

EXHIBIT "A"
Legal Description of Association Property

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT U OF MAP 31896 ON FILE IN BOOK 494, PAGES 10 THROUGH 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

EXHIBIT "B"
Depiction of Maintenance Areas

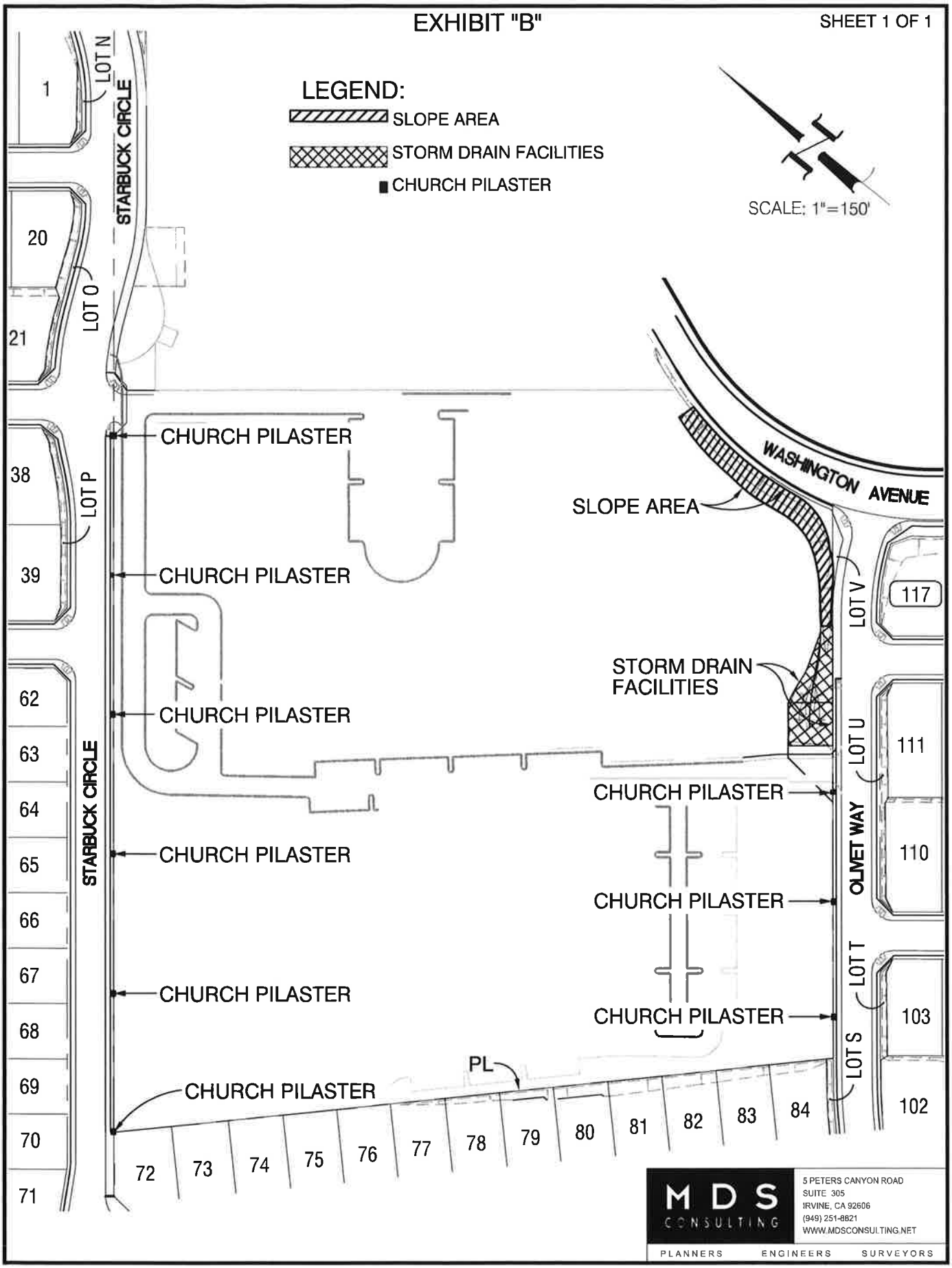


EXHIBIT "B"
SHEET 1 OF 1
LEGEND:
SLOPE AREA
STORM DRAIN FACILITIES
CHURCH PILASTER
SCALE: 1"=150'
LOT N
STARBUCK CIRCLE
LOT O
LOT P
WASHINGTON AVENUE
SLOPE AREA
LOT V
STORM DRAIN FACILITIES
LOT U
OLMET WAY
LOT T
LOT S
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CHURCH PILASTER
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MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS
I:\40018\ENGINEERING\Exhibits\MAINTENANCE EXHIBIT\40018-TR31896_CHURCH-PILASTER EXHIBIT.dwg

EXHIBIT "C"
Legal Description of Church Property

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP 29005, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 197 OF PARCEL MAPS, PAGES 1 THROUGH 3, INCLUSIVE, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, AND THAT PORTION OF BLOCK "M", AS SHOWN ON "MAP OF BLOCKS K, L, & M ELSINORE", ON FILE IN BOOK 4, PAGE 174, OF MAPS, IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, NORTH 50°57'10" EAST 977.18 FEET TO THE CUL-DE-SAC RADIUS POINT OF STARBUCK CIRCLE AS SHOWN ON SAID MAP;

THENCE ON A RADIAL BEARING, SOUTH 04°05'57" EAST 61.00 FEET TO A POINT ON THE SOUTHEASTERLY CURVED RIGHT OF WAY LINE OF STARBUCK CIRCLE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 61 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 50°57'10" EAST 57.10 FEET;

THENCE SOUTH 39°02'50" EAST 617.45 FEET TO A POINT ON THE CURVED WESTERLY RIGHT OF WAY LINE OF PALOMAR STREET AS SHOWN ON SAID MAP, A RADIAL TO SAID POINT BEARS NORTH 75°50'15" WEST, SAID RIGHT OF WAY LINE BEING CURVED CONCAVE EASTERLY HAVING A RADIUS OF 388.10 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°25'13" AND AN ARC LENGTH OF 172.19 FEET TO THE EASTERLY CORNER OF SAID PARCEL;

THENCE CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'50" AND AN ARC LENGTH OF 66.02 FEET TO A POINT, A RADIAL TO SAID POINT BEARS SOUTH 68°59'42" WEST;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 50°58'54" WEST 660.97 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 2, SAID POINT LIES NORTH 44°52'38" WEST 348.19 FEET FROM THE SOUTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG SAID LINE, NORTH 44°52'38" WEST 862.18 FEET TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT RECORDED OCTOBER 4, 2002 AS INSTRUMENT NO. 2002-555294, OFFICIAL RECORDS.

APN: 380-210-014

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

SUBJECT: First Amendment to Annual Grant Writing Services Agreement with California Consulting Inc.

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Terri Abercrombie, Senior Management Analyst

ACTION:
Authorize the City Manager to execute the First Amendment to the Annual Grant Writing Services Agreement with California Consulting, Inc.

SUMMARY:

The City's current Annual Grant Writing Services Agreement provides for monthly compensation including reimbursement for actual expenses not to exceed four thousand eight hundred fifty dollars ($4,850.00) per month plus approved reimbursable expenses. The First Amendment will increase the not to exceed monthly compensation including reimbursement for actual expenses by three hundred fifty dollars ($350.00) to five thousand two hundred dollars ($5,200.00) per month plus approved reimbursable expenses. The increase will become effective August 1, 2024.

BACKGROUND:

The City of Wildomar (City) and California Consulting, Inc. (Service Provider) entered into the Annual Grant Writing Services Agreement on December 15, 2021. The current Agreement provides for monthly compensation including reimbursement for actual expenses not to exceed four thousand eight hundred fifty dollars ($4,850.00) per month plus approved reimbursable expenses. No amendments or adjustments in compensation have been approved since the execution of the Agreement.

Section 28 of the Agreement provides authority to the City Manager to approve any amendment to the Agreement if the total compensation under the Agreement as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code.

Through the Agreement, the Service Provider has helped secure $3,445,985 in grant funds, including:

- Land and Water Conservation Fund (LWCF) - $2,837,500 (27-Acre Park)
- Highway Safety Improvement Program (HSIP) - $158,490
- Department of Resources Recycling and Recovery (Rubberized Pavement Grant) - $250,000

- California State Parks Per Capital Grant - $199,995

DISCUSSION:

Service Provider has requested an adjustment to the monthly compensation rate. The proposed increase is the first increase to the compensation rate and amounts to approximately 2.8% increase per year since inception of the Agreement. The remainder of the Scope of Work remains unchanged.

Attachment A includes proposed Amendment No. 1 (Amendment) to the Agreement. The Amendment will increase the not to exceed monthly compensation including reimbursement for actual expenses by three hundred fifty dollars ($350.00) to five thousand two hundred dollars ($5,200.00) per month plus approved reimbursable expenses. The increase will become effective August 1, 2024.

The proposed increase brings the annual Agreement total to $62,400.00, plus approved reimbursable expenses.

FISCAL IMPACT:

The cost for Annual Grant Writing Services is covered by Measure A. At the submission of a grant or no later than each fiscal year a budget adjustment/transfer re-appropriates the Measure A expenditure to the affected department account. There is no impact to the General Fund.

ATTACHMENTS:
A - First Amendment

First Amendment to Annual Grant Writing Services Agreement

This First Amendment to Agreement for Annual Grant Writing Services ("First Amendment"), which is dated as of July 10, 2024, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and CALIFORNIA CONSUULTING, Inc., a California corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for Annual Grant Writing Services on December 15, 2021 ("Agreement").

B. This First Amendment amends the Agreement to modify the compensation.

OPERATIVE PROVSIONS

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

1. Section 4(a) of the Agreement is amended to read as follows:

   "(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed five thousand two hundred dollars per month plus approved out of pocket reimbursable expenses ($5,200), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement."

2. Exhibit B to the Agreement ("Compensation"), is hereby replaced with the Compensation Schedule attached hereto as Attachment A and incorporated herein.

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 the attached Attachment A and constitutes the entire understanding of the parties.

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

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

CITY OF WILDOMAR	**CALIFORNIA CONSULTING**
_____	_____
Daniel A York	Steve Samuelian
City Manager	Chief Executive Officer

ATTACHMENT A

REVISED COMPENSATION SCHEDULE

EXHIBIT "B"
COMPENSATION

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

A. $5,200 Monthly

II. Service Provider may utilize sub-contractors as indicated in the Agreement. The hourly rate for any subcontractor requires written authorization from the City Manager or his designee.

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

SUBJECT: Amendment to Office Lease With Core Tree Care, Inc.

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
Approve and Authorize the City Manager to Execute the Office Lease Amendment with Core Tree Care, Inc.

SUMMARY:
This lease amendment extends the term of the Office Lease with Core Tree Care Inc. for an additional three years and increases the basic annual rent by an additional 3.5% each year.

BACKGROUND:
Upon purchase of the City Hall building, the City signed an Assignment and Assumption of Leases which assigned existing leases within the building to the City. One of those leases was with Core Tree Care, Inc. (Core Tree). The assumed lease included a renewal term, giving Core Tree an option to extend their lease an additional thirty-six (36) calendar months dependent on them notifying the City of their wish to do so within 180 days of their lease termination date of July 31, 2024. While they didn't quite make the deadline for notification, based on their good history as tenants, as well as the fact that the City doesn't project to need their office space in the next three years, the City granted their extension.

DISCUSSION:
The lease amendment extends the term of the lease an additional three years, with a new termination date of July 31, 2027. It also sets the monthly base rent at 3.5% greater than the current rent and escalates an additional 3.5% each year, in years two and three. City staff estimates that keeps their rent close to market rate, based on a broker analysis conducted upon sale of the building. Attachment A includes the proposed Lease Amendment with Core Tree.

FISCAL IMPACT:
Basic annual rent for:
August 1, 2024 - July 31, 2025 will be $53,388
August 1, 2025 - July 31, 2026 will be $55,878
August 1, 2026 - July 31, 2027 will be $57,834

ACCOUNT CODE:
100-3650

ATTACHMENTS:
Core Tree Lease Amendment.pdf

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("**Amendment**") is made and entered into as of July ___, 2024 ("**Effective Date**"), by and between CITY OF WILDOMAR, a California municipal corporation ("**Landlord**"), and CORE TREE CARE, INC., a California corporation ("**Tenant**").

A. Landlord's predecessor-in-interest, CFT NV Developments, LLC, a Nevada limited liability company ("**Original Landlord**"), and Tenant entered into that certain Office Lease dated August 3, 2022 ("**Lease**") for the lease of certain premises, identified as Suite 205 and consisting of approximately 2,557 square feet, as more particularly identified in the Lease ("**Premises**").

B. Pursuant to that certain Assignment and Assumption of Leases dated November 3, 2023, Original Landlord assigned the Lease to Landlord, and Landlord assumed from Original Landlord, Original Landlord's rights and obligations under the Lease.

C. The Lease allowed Tenant to lease the Premises for an initial term of twenty-four calendar months from the Commencement Date ("**Initial Term**") with an option to extend ("**Renewal Option**") the Lease Term for thirty-six (36) months from the expiration date of the Initial Term ("**Renewal Term**").

D. Notwithstanding Tenant's failure to timely exercise the Renewal Option, Landlord has agreed to grant Tenant's request to continue its occupancy for the Renewal Term.

E. Landlord and Tenant desire by this Amendment to memorialize the Basic Annual Rent and the monthly installment payments of Basic Annual Rent that Tenant must pay Landlord during each year of the Renewal Term, and make further changes to the Lease that are necessary due to Landlord's status as a public entity.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated by reference into this Amendment.

2. **Renewal Term.** The Parties agree that the Lease Term is extended to include the Renewal Term. Tenant shall have no further Renewal Options and the Lease Term shall expire on July 31, 2027.

3. **Rent**.

3.1 Basic Annual Rent. During the Renewal Term, the Basic Annual Rent for August 1, 2024-July 31, 2025 shall be the amount specified for that year in the table on page 2 of this Amendment, regardless of whether such amount is the Fair Market Rental Rate.

3.2 Yearly Increases During the Renewal Term. The Basic Annual Rent shall increase by three and one-half percent (3.5%) each year. The amount of the Basic Annual Rent for each year shall be the amount specified for that year in the table below.

3.3 Monthly Installment Payments of Basic Annual Rent. Tenant shall pay to Landlord on the first day of each calendar month the amount set forth below as the monthly installment of Basic Annual Rent for that calendar month.

Year	**Basic Annual Rent**	**Basical Annual Rent (Monthly Installment)**	**Basic Annual Rent (Per Square Foot, Per Month)**
August 1, 2024-July 31, 2025	$53,388.48	$4,449.04	$1.74
August 1, 2025-July 31, 2026	$55,878.12	$4,656.51	$1.82
August 1, 2026-July 31, 2027	$57,833.88	$4,819.49	$1.88

3.4 Method of Payment of Rent. Tenant shall pay Rent to Landlord by ACH Transfer in accordance with the written payment instructions previously provided to Tenant by Landlord. The instructions for ACH Transfers included within the Tenant Commencement Certificate (Exhibit F to the Lease) are hereby deleted.

4. Land. Exhibit A-2 to the Lease is deleted and replaced with Exhibit A attached hereto.

5. Landlord's Insurance. Section 8(d) of the Lease shall be revised as described in this Section 5. The following shall be added at the end of Section 8(d)(ii): "The language of each policy required under Section 8(d)(i) shall provide, or be endorsed to provide, that any deductible or retention may be satisfied by either the named insured or Landlord."

Section 8(d)(iv) is deleted in its entirety and replaced with the following:

"Landlord may elect to self-insure, jointly-insure, or maintain 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 the Premises (excluding Tenant's personal property, trade fixtures, and Alterations that have been or are installed in the future within the Premises) on an occurrence basis against fire and extended coverage (including, if Landlord elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Landlord on its other properties. At Landlord's option, such insurance or insurance equivalent may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Landlord has in force for other buildings or

projects. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. Landlord shall not, under any circumstances, have any obligation to insure Tenant's personal property, trade fixtures, and Alterations currently existing or installed in the future within the Premises, or other items required to be covered by insurance maintained by Tenant pursuant to Section 8(d)(i) through 8(d)(iii). The premiums for any such insurance shall be a part of Operating Costs."

6. **Real Estate Taxes.** Tenant acknowledges that Landlord is a public entity and is not required to pay real property taxes on the Project, taxes on Landlord's interest in the Project or the Premises, or taxes on Landlord's use or occupancy of space in the Project. Notwithstanding the foregoing, this Lease creates a possessory property interest in Tenant. The parties acknowledge and agree that the definition of "Real Estate Taxes" in Section 3(e)(A) of the Lease includes "taxes on an interest of Tenant in the Premises" or "taxes on the occupancy or use of the Premises." Tenant's property interest in the Lease may be subject to property taxation, and Tenant as the party in whom the possessory interest is vested shall be responsible for payment of property taxes levied on Tenant's property interest in the Lease (collectively, "**Possessory Interest Taxes**"). Tenant's obligation to pay Possessory Interest Taxes shall replace Tenant's obligation to pay its Proportionate Share of the positive difference between Real Estate Taxes for the applicable calendar year and the Base Real Estate Taxes under Section 3(e) of the Lease. Landlord anticipates, but does not represent or warrant, that the Riverside County Assessor will calculate Possessory Interest Taxes based on Tenant's right to use the Premises and Tenant's non-exclusive rights to use the Common Area during the Lease Term. Upon Tenant's receipt of a bill from the Riverside County Assessor for Possessory Interest Taxes, Tenant shall provide the City written notice that it received the bill and enclose a copy of the bill with Tenant's written notice. The City Manager and an authorized representative of Tenant will thereafter meet and confer in good faith to address Tenant's concerns regarding the costs imposed on Tenant by the Possessory Interest Taxes and Tenant's Proportionate Share of the Operating Costs. The City Manager shall have the authority on behalf of Landlord to enter into a further amendment to the Lease to memorialize any agreement between the Parties relating to such concerns. Tenant may delay payment to the Riverside County Assessor until after the meet and confer process, but Tenant acknowledges and agrees that Landlord has no control over the Riverside County Assessor's calculation of the Possessory Interest Taxes and only Tenant as the taxpayer can challenge them. Tenant shall be responsible for paying the bill directly to the Riverside County Assessor and shall be solely responsible for any penalties that the Riverside County Assessor may impose for late payment of the Possessory Interest Taxes.

7. **Landlord Parties.** In recognition that Landlord is a public entity, the Sections of the Lease identified in Sections 7.1 to 7.3 below are amended as follows:

7.1 Personal Liability of City Staff, Officials, and Agents. The first two sentences of Section 17(c) of the Lease are deleted in their entirety and replaced with the following:

> "Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the elected officials, officers,

employees, volunteers, lenders, agents, representatives, or contractors of Landlord, and Tenant shall not seek recourse against the elected officials, officers, employees, volunteers, lenders, agents, representatives, or contractors of Landlord, or against any of their personal assets for satisfaction of any liability with respect to this Lease. Any liability of Landlord for a default by Landlord under this Lease, or a breach by Landlord of any of its obligations under the Lease, shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord or elected officials, officers, employees, volunteers, lenders, agents, representatives, or contractors."

7.2 Affiliates. The beginning of the second sentence in Section 8(a) of the Lease is deleted and replaced with "Without limiting the foregoing, neither Landlord nor any of Landlord's elected officials, officers, employees, volunteers, lenders, agents, representatives, or contractors (collectively, '**Affiliates**')" and the rest of Section 8(a) shall remain unmodified.

7.3 Landlord Indemnitees. The beginning of the first sentence in Section 8(b) of the Lease is deleted and replaced with "Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its designated property management company, and their respective partners, members, affiliates and subsidiaries, and all of their respective elected officials, officers, directors, shareholders, employees, servants, partners, contractors, representatives, insurers and agents (collectively, '**Landlord Indemnitees**')" and the rest of Section 8(b) shall remain unmodified.

8. Notice Address. The words "Item 14" in Section 19(c) of the Lease are deleted and replaced with "Item 17." The address for Landlord in Item 17 of the Basic Lease Provisions is deleted and replaced with the following: 23873 Clinton Keith Road, Suite 110, Wildomar, CA, 92595.

9. Ratification of Lease. Except as otherwise provided in this Amendment, the Lease as amended by this Amendment is hereby ratified, confirmed and approved in all respects. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern.

10. Duly Authorized. Each person executing this Amendment on behalf of Landlord and Tenant, respectively, represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of such entity, and that such person's execution of this Amendment binds the entity on whose behalf he or she is signing to its terms and conditions.

11. Defined Terms; Entire Agreement. Capitalized terms that are not defined in this Amendment shall have the meanings given to them in the Lease. This Amendment and the Lease set forth the entire understanding of the parties in connection with the subject matter hereof. There are no agreements between Landlord and Tenant relating to the Lease other than those set forth in writing and signed by the parties. Neither party hereto has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Amendment.

12. **Counterparts.** This Amendment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Amendment. The parties acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf' format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Landlord and Tenant (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signatures.

IN WITNESS WHEREOF, this Amendment is made as of the day and year first above written.

LANDLORD:

CITY OF WILDOMAR, a California municipal corporation

By: _____
Dan York, City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

TENANT:

CORE TREE CARE, INC., a California corporation

By: _____
John Hernandez, President and Secretary

EXHIBIT A

THE LAND

PARCEL A:
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 12, 13 AND 14 OF LOT LINE ADJUSTMENT NO. 4131, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A AND SAID PARCEL 14 SOUTH 01º 16' 18" EAST, 437.85 FEET; THENCE LEAVING SAID EAST LINE SOUTH 51º 33' 48" WEST, 52.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 92.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37º 09' 53" AN ARC LENGTH OF 60.00 FEET; THENCE SOUTH 88º 43' 41" WEST, 148.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01º 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 88º 43' 41" EAST, 129.10 FEET; THENCE NORTH 01º 16' 18" WEST, 327.76 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE NORTH 88º 43' 42" EAST, 116.90 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL B:
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF PARCELS 9 THROUGH 12, AND LOTS "A" AND "Q" (OAK SPRINGS ROAD) OF "AMENDED" PARCEL MAP 22776, AS SHOWN ON MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF PARCELS "B", "G", AND "J" OF LOT LINE ADJUSTMENT NO. 3959 BY DOCUMENT RECORDED AUGUST 12, 1998 AS FILE NO. 337999, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01º 16' 18" EAST ALONG THE EAST LINE OF SAID "AMENDED" PARCEL MAP 22776, A DISTANCE OF 1247.51 FEET; THENCE SOUTH 73º 10' 49" WEST, A DISTANCE OF 41.00 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73º 10' 49" WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 88º 43' 42" WEST A DISTANCE OF 323.86 FEET TO THE BEGINNING

OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 20.80 FEET; THENCE NORTH 31º 40’ 21” WEST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 90.20 FEET; THENCE NORTH 01º 16’ 18” WEST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 214.77 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 93.46 FEET; THENCE NORTH 26º 12’ 18” WEST TANGENT TO SAID CURVE A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 148.37 FEET; THENCE NORTH 19º 29’ 56” EAST TANGENT TO SAID CURVE A DISTANCE OF 96.61 FEET; THENCE NORTH 26º 41’ 15” EAST A DISTANCE OF 55.11 FEET; THENCE NORTH 26º 19’ 34” EAST A DISTANCE OF 157.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1046.23 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 67º 29’ 32” WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06º 47’ 57” AN ARC DISTANCE OF 128.90 FEET; THENCE NORTH 29º 18’ 24” WEST TANGENT TO SAID CURVE, A DISTANCE OF 46.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46º 14’ 42” AN ARC DISTANCE OF 32.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CLINTON KEITH ROAD, 55.00 FEET HALF WIDTH AS SHOWN ON SAID “AMENDED” PARCEL MAP 22776, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1745.00 FEET THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27º 57’ 03” EAST, A RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 40.00 FEET BEARS SOUTH 73º 03’ 43” EAST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03º 27’ 09” AN ARC DISTANCE OF 105.15 FEET TO A POINT OF CUSP, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 31º 24’ 12” EAST; THENCE SOUTH 76º 31’ 48” EAST, A DISTANCE OF 33.84 FEET; THENCE SOUTH 29º 18’ 24” EAST, A DISTANCE OF 51.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1018.23 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05º 07’ 57” AN ARC DISTANCE OF 91.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 65º 49’ 33” WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A

CENTRAL ANGLE OF 50º 30’ 01” AN ARC DISTANCE OF 66.10 FEET; THENCE SOUTH 26º 19’ 34” WEST TANGENT TO SAID CURVE A DISTANCE OF 67.82 FEET; THENCE SOUTH 26º 41’ 15” WEST, A DISTANCE OF 57.31 FEET; THENCE SOUTH 19º 29’ 56” WEST A DISTANCE OF 99.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45º 42’ 14” AN ARC DISTANCE OF 180.28 FEET; THENCE SOUTH 26º 12’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 174.77 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24º 56’ 00” AN ARC DISTANCE OF 76.05 FEET; THENCE SOUTH 01º 16’ 18” EAST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30º 24’ 02” AN ARC DISTANCE OF 111.42 FEET; THENCE SOUTH 31º 40’ 21” EAST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59º 35’ 58” AN ARC DISTANCE OF 62.41 FEET; THENCE NORTH 88º 43’ 42” EAST TANGENT TO SAID CURVE A DISTANCE OF 329.32 FEET; THENCE NORTH 70º 09’ 32” EAST, A DISTANCE OF 95.32 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET THE RADIAL LINE FROM SAID POINT BEARS NORTH 14º 38’ 01” EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58º 32’ 48” AN ARC DISTANCE OF 41.90 FEET TO THE TRUE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS NORTH 73º 10’ 49” EAST.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

PARCEL C:
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT “A” (OAK SPRINGS ROAD) OF “AMENDED PARCEL MAP 22776”, AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID “AMENDED” PARCEL MAP 22776; THENCE SOUTH 01º 16’ 18” EAST ALONG THE EAST LINE OF SAID “AMENDED” PARCEL MAP 22776, A DISTANCE OF 23.51 FEET FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 80º 54’ 45” WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 06º 00’ 34” EAST, A DISTANCE OF 116.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 25.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF “AMENDED” PARCEL MAP 22776;

THENCE SOUTH 01º 16’ 18” EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1019.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13º 38’ 40” AN ARC DISTANCE OF 25.72 FEET; THENCE SOUTH 12º 22’ 22” WEST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 103º 38’ 40” AN ARC DISTANCE OF 74.17 FEET TO SAID EAST LINE OF “AMENDED” PARCEL MAP 22776; THENCE NORTH 01º 16’ 18” WEST ALONG SAID EAST LINE, A DISTANCE OF 1265.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL A.

Assessor Parcel Number 380-240-048

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

SUBJECT: Authorization to Enter into Settlement Agreement with Kroger Co. in Litigation Matter In re: National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-md-2804)

SUBMITTED BY: Thomas D Jex, City Attorney

PREPARED BY: Thomas D Jex, City Attorney

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO 1) SETTLE CLAIMS AGAINST THE KROGER CO. IN THE NATIONAL OPIOID LITIGATION AND 2) ELECT TO RECEIVE DIRECT PAYMENT OF FUNDS UNDER THE SETTLEMENTS WITH THE OTHER DEFENDANTS

DISCUSSION:
The national opioid crisis created by opioid manufacturers, distributors, and dispensers has been well-documented over the last decade as communities have struggled to address its impacts. Since 2018, numerous jurisdictions across the country have been engaged in a multi-jurisdictional lawsuit (In Re: National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-md-2804) ("National Opioid Litigation") against some of the principal parties responsible for creating the crisis. The parties to the National Opioid Litigation have resolved the claims against several defendants by entering into a number of settlement agreements ("National Opioid Settlements").

In 2022, the City Council authorized the City Manager to take all necessary action to join in those National Opioid Settlements that resolved claims against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen (each, individually, a "Distributor" and collectively, the "Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). In April 2023, the City Council authorized the City Manager to take all necessary action to join in the settlement of the claims against two more manufacturers: Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC (which, together with J&J, are collectively the "Manufacturers," and which are each individually referred to as a "Manufacturer"), as well as a group of pharmacies- Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co. (each, individually, a "Pharmacy" and collectively, the "First Pharmacy Group").

Cities that are not parties to the National Opioid Litigation may join the National Opioid Settlements. Each Manufacturer, Distributor and Pharmacy will make payments over several

years. Cities have the option to receive direct payment of City's share of the settlement funds, but payment to the County of Riverside ("County") for abatement purposes is the default method of payment. The County is authorized to spend the City's funds for programs anywhere in the County limits. The City did not elect to receive direct payment for the settlements with the Manufacturers, Distributors, and the First Pharmacy Group.

In March 2024, a proposed nationwide tentative settlement was reached between the plaintiffs in the National Opioid Litigation and the Kroger Co. ("Kroger"). As part of the settlement with Kroger, cities that are not plaintiffs in the National Opioid Litigation may participate in the settlement in exchange for a release of Kroger.

Staff recommends that City opt to receive direct payment of the Kroger settlement funds. Staff believes that receiving direct payment of settlement funds will give the City greater control over the way that settlement funds are spent and allow City residents to more directly benefit from the settlement funds.

Staff also recommends City elect to directly receive future payments from each Manufacturer, Distributor, and Pharmacy. Cities may opt in to direct payment at any time by providing notice to the County and to the company that distributes payments under the settlement agreements (BrownGreer). Notice must be provided to BrownGreer at least 60 days- and to the County at least 90 days- prior to the date that the applicable Manufacturer, Distributor, or Pharmacy must make a payment. Future payments will then be made directly to City.

The proposed Resolution will give the City Manager authority to:
1. Take all action necessary to settle the claims against Kroger; and
2. Take all action necessary to elect to receive direct payment of future payments of settlement funds from the Distributors, the Manufacturers, and the First Pharmacy Group.

ATTACHMENTS:
Wildomar Resolution regarding Opioid Settlement_Kroger.docx

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO SETTLE CLAIMS AGAINST KROGER IN THE NATIONAL OPIOID LITIGATION AND TO ELECT DIRECT PAYMENT OF FUNDS UNDER THE SETTLEMENTS WITH THE OTHER DEFENDANTS

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation (In Re: National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-CV-2804) ("National Opioid Litigation") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids and the pharmacies selling those opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic; and,

WHEREAS, in 2021, the City Council authorized the City Manager to take all necessary action to opt-in and join in the settlement of the National Opioid Litigation and settle claims against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen (collectively, the "Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"); and,

WHEREAS, in 2023, the City Council authorized the City Manager to take all necessary action to opt-in and join in the settlement of the National Opioid Litigation and settle claims against two additional manufacturers Teva Pharmaceutical Industries Ltd., and Allergan Finance, LLC (which, together with J&J are the "Manufacturers") and three pharmacies Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co. (the "First Pharmacy Group"); and,

WHEREAS, as part of the settlements with the Manufacturers, Distributors, First Pharmacy Group, local subdivisions, including certain cities, that are not plaintiffs in the National Opioid Litigation may participate in the settlements in exchange for a release of the defendant that is subject to the settlement; and,

WHEREAS, the Manufacturers, Distributors, and First Pharmacy Group have been making payment of City's share of the settlement funds to the County of Riverside ("County"), which is the default unless a city elects to receive direct payment; and,

WHEREAS, in March 2024, a proposed nationwide tentative settlement was reached between the plaintiffs and Kroger Co. ("Kroger"). Like the previous National Opioid Settlements, local subdivisions that are not plaintiffs in the National Opioid

Litigation may participate in the settlement in exchange for a release of Kroger and may elect to receive direct payment of City's share of the funds that the master settlement agreement requires Kroger to pay; and

WHEREAS, the intent of this Resolution is to authorize the City of Wildomar to opt-in and join the settlement of the National Opioid Litigation and to enter into the master settlement agreement with Kroger, and to elect to receive future payments of City's share of the funds payable pursuant to the National Opioid Settlements with the Manufacturers, the Distributors, and the First Pharmacy Group.

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

Section 1: The City Council of the City of Wildomar finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2: The City Council hereby authorizes the City Manager to take all necessary action, including executing the settlement participation form and all other necessary agreements or documents, to opt-in and join the settlement of the National Opioid Litigation, to receive direct payment of City's share of the settlement payments that Kroger is required to make, and settle and release the City's claims against Kroger.

Section 3: The City Council hereby authorizes the City Manager to take all necessary action, including providing notice to the Settlement Fund Administrator, to elect that the Manufacturers, Distributors, and First Pharmacy Group make future payments of City's share of the settlement funds directly to City.

Section 4: All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 5: Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to this resolution shall continue in full force and effect unless amended or modified by the City.

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

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

IRV #4894-2995-2086 v1

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 1.8
Meeting Date: July 10, 2024

SUBJECT: Ratify Amended Agreement for Law Enforcement Services FY 2024-25 through FY 2026-27

SUBMITTED BY: Daniel A York, City Manager

PREPARED BY: Daniel A York, City Manager

ACTION:
Authorize the Mayor to Ratify the Agreement.

SUMMARY:
The Agreement provides Municipal Police protection through the Riverside County Sheriff's Office.

DISCUSSION:
The City Council approved the agreement on June 12, 2024 with the incorrect exhibit. The Agreement attached has the corrected exhibit which provides provides 60.5 patrol hours daily (no change), one Traffic Motorcycle team (no change), two Community Patrol Officers (no change), and two Special Enforcement Team Officers (amended).

FISCAL IMPACT:
No changes.

ATTACHMENTS:
1. Agreement

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF WILDOMAR
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the CITY OF WILDOMAR, a General Law City, hereinafter "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Office, hereinafter "County", sometimes collectively referred to herein as the "parties" and individually as a "party".

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Effective Dates. This Agreement shall be effective from July 1, 2024 through June 30, 2027.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current three (3) year period, the City Manager, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the Board of Supervisors that it wishes to terminate the same.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. It is understood that the Sheriff's Office shall be the sole provider of general and specialized law enforcement services within the corporate limits of City. City shall not hire any other persons or company to provide general and specialized law enforcement services within the corporate limits of City. However, City is not precluded by any language in this section from hiring an unarmed code enforcement unit. The Sheriff's services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State Criminal Codes and all pertinent City criminal codes and ordinances. Services shall also include traffic enforcement and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder. However, all investigator overtime will be charged to City at the Board of Supervisors approved hourly overtime rate.

2.2 California Identification System (CAL-ID) and Records Management System. (RMS) City agrees as a condition of receiving services hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section and to pay for these services under separate billings.

2.2A Definitions. For purposes of this Agreement the following are some of the more common definitions which shall apply, but shall not be limited by this reference:

a) Records Management System (RMS) Functions shall mean the software functions provided to City by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.

b) The California Law Enforcement Telecommunications System Access (CLETS) shall mean that access to the Department of Justice computers provided by County to City.

c) Work Station shall mean those County devices and software, which are used by City to access RMS functions and the CLETS.

d) LAWNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used by City to connect work stations to RMS services as defined below.

e) County Services shall mean the collective hardware and software, work LAWNET, stations, RMS functions and CLETS.

2.2B Scope of RMS Services. County agrees to provide to City full access to the RMS and CLETS systems. CLETS access will be provided within the scope of CLETS access rules and regulations as established by the California State Department of Justice.

2.2C Provision of RMS Supervision, Labor and Equipment. Supervision over the provision of County Services, the standards of performance and other matters incident to the performance of such services, shall remain with County. Security of the host system and control of LAWNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered hereunder. In the event City chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications. Further, City shall not alter the configuration of any PC-based equipment used to provide services herein without the permission of Sheriff's Information Technology Officer.

2.2D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.4 of this Agreement.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. County shall provide all enforcement services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variations in the level of service shall be made by amendment, as provided for in Section 11 of this Agreement, and under the following terms:

If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to hire and train recruits.

If City elects to reduce the level of service provided herein by ten percent (10%) or greater, City must give notice in writing to County not less than six (6) calendar months prior to the effective date of such reduction. If City elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

4. CHIEF OF POLICE

The Sheriff will, to the extent practical, coordinate appointment of a Police Chief with City and consult with City on final selection for the position.

5. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

5.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County. The Sheriff or a designated representative will meet and confer with the City Manager or a designated representative on questions related to the provision of services.

5.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within City limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications shall remain within the City limits, and ownership title thereto shall remain with City.

However, under no circumstances shall City purchase or otherwise provide general patrol vehicles for services provided pursuant to this Agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to City and shall charge City for their use on a per mile basis.

5.3 City-Owned Motorcycles and Specialized Support Vehicles. In the event City chooses to provide motorcycles or specialized support vehicles for use in providing services hereunder, the

motorcycles or specialized support vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of City. It is further understood that City is providing motorcycles or specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

City shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the motorcycles and specialized support vehicles for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the City-owned motorcycles or specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the City-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating City-owned motorcycles and specialized support vehicles. Motorcycles and specialized support vehicles shall be used only for city-approved functions.

5.4 Vehicle Insurance. City shall maintain insurance for any physical damage to the City-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County under this Agreement. Policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self-insurance.

General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The City shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. If County is utilizing City-owned vehicles, operations shall not commence until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the City's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. EMPLOYMENT STATUS OF PERSONNEL

6.1 Employment Status. Any persons employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of City. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from City.

6.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to City, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. City shall be billed only for the actual hours of service received.

7. COMPENSATION

7.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Office personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of County's obligation to enforce State law. In addition to any other fees or costs set forth herein, County may impose on City, and City shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by County employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, County shall not charge City for services it would provide to any city in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team and Aviation Unit.

7.2 Establishment of Costs. The rates to be charged City shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. City shall be notified of any change in the rates to be charged City prior to submittal of the proposed change to the County Board of Supervisors for adoption, and City shall be given the opportunity to review the proposed change with County personnel. City shall, thereafter, be notified of adoption by County of the rates to be charged City, and said new rates shall take effect on the same date as County incurs the associated costs. Should City, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

7.3 Facility Rate Charges. City shall reimburse County for the costs incurred by the Sheriff's Office at County-owned or leased facilities. Costs are prorated according to the facility's square footage occupied by a Sheriff's Office Bureau or Unit.

7.3A Calculation of Facility Rates. The total of the facility's cost components is divided by the appropriate variable number of positions (number of station funded, sworn department funded or total Department funded employees depending on the facility in question and the Department population served). This cost per funded position is then applied to the number of positions chargeable to the contract city to arrive at each contract city's share of the facility cost.

The County agrees that Facility Rate Station charges to City will not be increased due to the Sheriff's decision to move Contract or unincorporated County Patrol positions from the Station.

7.4 Payment of Costs. County, through the Sheriff's Office, shall provide to City within thirty (30) days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said billing period. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. City shall remit payment to the invoicing department within thirty (30) days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the City on deposit with County as provided by law pursuant to Government Code Section 907.

7.5 Field Training Costs. Should City elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided for field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

7.6 Miscellaneous Costs. There are a number of other service costs that City shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to, charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to City and training for personnel requested by City for specialized law enforcement.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by City. City shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by

City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the City.

9. ADMINISTRATION

The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.

10. RECORDS

County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

11. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County	City
Chad Bianco, Sheriff	City of Wildomar
Riverside County Sheriff's Office	23873 Clinton Keith Road, Suite 201
Post Office Box 512	Wildomar, California 92595
Riverside, California 92502	Attn: City Manager

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

14. STANDARD OF CARE

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

15. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

16. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions

thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. ELECTRONIC/DIGITAL SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City of Wildomar, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF WILDOMAR

Dated:_____

By:_____
Bridgette Moore, Mayor

ATTEST:
Name:
Title:

By:_____

COUNTY OF RIVERSIDE

Dated:_____

By:_____
Chuck Washington
Chair of the Board of Supervisors
Riverside County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By:_____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By:_____
Amrit P. Dhillon
Deputy County Counsel

ATTACHMENT A

CITY OF WILDOMAR

LEVEL OF SERVICE

Average Patrol Services

60.5 supported hours per day (Equivalent of approximately 12 Deputy Sheriff positions at 1884 annual productive hours per position.)

Dedicated Positions

One (1) Deputy Sheriff (fully supported) positions – Motorcycle Team

Two (2) Deputy Sheriff (supported) positions – Special Enforcement Team

Two (2) Community Service Officer II positions

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

SUBJECT: Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) Tax Zone 12 for Fiscal Year 2024-25

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Jason Farag, Public Works Director

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) TAX ZONE 12, FOR FISCAL YEAR 2024-25

SUMMARY:
Annually, the City determines the amount of the special tax for CFD 2013-1 (Services) that should be charged to cover service expenses consistent with the rate and method of apportionment approved by the City Council at the time the CFD was formed.

BACKGROUND:
The State legislature enacted the Mello-Roos Act in 1982 to assist public agencies in financing certain public improvements by creating Community Facilities Districts (CFDs) and either issuing tax exempt securities that are repaid by annual levy of special taxes within the CFD, or to provide for the financing of on-going public services through a special tax levied on parcels within the CFD.

In 2013, the City established CFD No. 2013-1. Tax Zone 12 of CFD No. 2013-1 is a four-lot parcel map at the southwest corner of Gruwell St. and Union St. (Project). The Project is currently under construction and is installing new public improvements that will be accepted for City maintenance, once complete. The improvements maintained by Tax Zone 12 that are funded by Special Tax A include items such as landscaping, graffiti abatement, street lighting, trail maintenance, and street sweeping. The rate is proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%.

DISCUSSION:
Annually, the City Council determines the amount of the special tax for CFD 2013-1 (Services) that should be charged to cover service expenses within the district zones consistent with the rate and method of apportionment approved by the City Council at the time the CFD was formed. The other zones were approved at the June 12th meeting. Tax Zone 12 is being added as the City expects there will be a need to provide services to the District this coming

Fiscal Year.

FISCAL IMPACT:
Community Facilities District No. 2013-1 (Services) Tax Zone 12 will generate a maximum special tax of $7,690.00 for Fiscal Year 2024-25. Contract amendment(s) to City maintenance contractor(s), if necessary, will be presented to City Council and the CFD 2013-1 (Services) amounts will be encumbered at the time the services are deemed and rendered.

ACCOUNT CODE:
CFD No. 2013-1, Zone 12

ATTACHMENTS:
Resolution
Resolution Exhibit A - Preliminary FY 2024-25 Levy Roll

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) TAX ZONE 12, FOR FISCAL YEAR 2024-25

WHEREAS, the City Council ("City Council") of the City of Wildomar ("City"), California, previously initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all of which are authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being found at Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act"). This community facilities district shall hereinafter be referred to as the City of Wildomar Community Facilities District No. 2013-1 (Services) (the "Community Facilities District"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy certain special taxes to pay for the costs of certain services (the "Special Taxes"); and

WHEREAS, Section 53340(b) of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by resolution, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 16th day of August of that tax year; and

WHEREAS, the City Council of the City of Wildomar previously, as authorized by Section 53340(a) of the Act, authorized the levy of a special taxes to pay for costs and expenses related to said Community Facilities District, and the City Council now desires to establish and levy the rate of the special taxes to be collected for the Fiscal Year 2024-25.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AS FOLLOWS:

Section 1. **Recitals**

All of the above recitals are true and correct.

Section 2. **Specific Rate and Amount of Special Tax for Fiscal Year 2024-25 Determined and Established**

That the specific rate and amount of the Special Taxes to be collected to pay for the costs and expenses for the Community Facilities District for Fiscal Year 2024-25 are hereby determined and established as set forth in Exhibit "A" attached hereto and incorporated by reference.

Section 3. Special Tax Used to Pay for Services

That the proceeds of the Special taxes shall be used to pay, in whole or in part, the costs of financing the following services and facilities:

Maintenance and landscaping, graffiti abatement, street lighting, trail maintenance, and street sweeping.

Section 4. Special Tax to be Collected by Riverside County

The Special Taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected by the County of Riverside on behalf of the City of Wildomar, and shall be subject to the same penalties, procedure, sale, and lien in case of any delinquency for ad valorem taxes or as otherwise provided for by the City Council.

All revenues so collected either on the Riverside County tax roll or by any other method shall be paid into the City of Wildomar treasury and credited to a special fund, which shall only be used for the Community Facilities District in the manner specified above.

Section 5. Levy of Special Tax Authorized By City Council

That the City Council hereby levies the Special Taxes for the Fiscal Year 2024-25 at the rates and with respect to the parcels as set forth in Exhibit A attached hereto. The City Manager or his designee is hereby authorized and directed to file with the Riverside County Auditor-Controller no later than August 16, 2024, in the format and media specified by Riverside County, subject only to permitted extension by the Riverside County Auditor-Controller, a certified list of all parcels subject to the Special Tax levies including the amount of the Special Taxes to be levied on each parcel of taxable property in the Community Facilities District for Fiscal Year 2024-25.

Section 6. Officers and Agents of the City of Wildomar

That the officers and agents of the City of Wildomar are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2024-25 as provided in this Resolution. Further, that all actions heretofore taken by the officers and agents of the City of Wildomar with respect to the levy of the Special Taxes for Fiscal Year 2024-25 are hereby approved, confirmed and ratified.

Section 7. Severability

Should any provision, section, paragraph, sentence or word of this Resolution 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 Resolution as hereby adopted shall remain in full force and effect.

Section 8. Effective Date

This Resolution shall become effective upon the adoption by the City Council.

Section 9. Certification

The City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 10th day of July, 2024:

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

EXHIBIT A

City of Wildomar
CFD 2013-1 (Services) Tax Zone 12
Preliminary 2024-2025 Special Tax
(Separate Attachment)

EXHIBIT B

"CFD Annexation History"

On September 14, 2016, PM 32833 annexed into the District as Tax Zone 12, with a maximum annual tax of $1,662.22 per unit, per year. The maximum annual tax rate includes a Maximum Special Tax A of $1,418.22 per unit, per year, and Maximum Special Tax B of $244 per unit, per year. Both of these tax rates are proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2% for Special Tax A and 5% for Special Tax B. The Zone 12 total build out will be 4 residential units subject to Special Tax A and Special Tax B.

Assessment Roll

68-0038 - CFD 2013-1 Zone 12

Fiscal Year 2024-25

APN	Levy	APN	Levy	APN	Levy
380110048	$1,902.68	380110049	$1,902.68	380110051	$1,942.32
380110052	$1,942.32				
		Parcels	**4**	**Levy**	**$7,690.00**

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

SUBJECT: Community Event Partnership Memorandum of Understanding (MOU) with Southwest Healthcare Inland Valley Hospital for the 2024 Fall Family Fun Fair.

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
1. Authorize the City Manager to sign the MOU with Southwest Healthcare Inland Valley Hospital dependent that the commercial business fulfills all requirements;

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

SUMMARY:
Southwest Healthcare Inland Valley Hospital has submitted a Temporary Event Permit Application to hold its annual Fall Family Fun Fair at Marna O'Brien Park. Both the City of Wildomar and Southwest Healthcare have expressed interest to continue a partnership in hosting the event.

BACKGROUND:
The City of Wildomar developed the Community Event Partnership Policy to administer these types of Partnerships. The Community Event Partnership Policy states the eligibility criteria and application process for potential partners. All eligible entities must complete a Temporary Event Packet 60 days before the event.

The Southwest Healthcare Inland Valley Hospital holds an annual Fall Family Fun Fair in Wildomar that is open to the public while the City of Wildomar hosts the annual Trunk or Treat event during the last week of October. With the Fall Family Fun Fair typically held the week before the City Trunk or Treat event, attendees often witness a duplication of vendors and businesses. Also, with local agencies hosting similar events within the same dates, residents are divided in which event to participate in during for Halloween festivities.

DISCUSSION:
In partnering with Southwest Healthcare for this event, the City would benefit by retaining residents, community members, and local businesses to attend one event within Wildomar provided both efforts and resources. There would be reduction to traffic along Palomar Street adjacent to Marna O'Brien Park with hosting a combined one day event. The City would also receive a higher distribution in marketing using the Southwest Healthcare resources. Southwest Healthcare would gain from receiving assistance with managing parking and traffic control in hosting the event at Marna O'Brien Park. With the city participating in the event,

Southwest Healthcare will not be subjected to field allocation cost and field light fees. Provided that the temporary event application is processed, the city would oversee all Environmental Health and Fire Marshal permits.

Lastly, both parties are inviting Wildomar vendors to attend at no cost.

FISCAL IMPACT:
Temporary Event Permit application and processing fee of $200.00 along with fees for lights and field allocation is subject to being waived.

ACCOUNT CODE:
100-410-4610

ATTACHMENTS:
2024 SWH Temporary Event Application Form.pdf
MOU_UHS of Rancho Springs_FFFF_2024.pdf

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: 6/19/24

2. DESCRIPTION

Name of Event: Fall Family Fun Fair

Date of Event: 10/18/24 Time of Event: 5:00 pm - 8:00 pm

Estimated attendance: 3500

Type of Event:

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

Detailed Description of the Event:

Community health fair including 50+ vendors, food trucks, stage with live entertainment, raffle prizes, and health resources. Southwest Healthcare will provide all canopy rentals with tables and chairs for all vendors. All children who attend wearing a Halloween costume will receive a free goodie bag from SWH. A special Trunk Or Treat section will be available for a limited number of vendors.

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

3. CONTACTS

Name of the Organization Sponsoring the Event: Southwest Healthcare

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: Barbie Ray

Address: 25500 Medical Center Drive

City: Murrieta **State:** CA **Zip Code:** 92562

Phone: [redacted] **Cell:** [redacted]

Email: barbie.ray@uhsinc.com

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

Name of Property Owner: _____

Address: _____

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

Phone: _____ **Cell:** _____

Email: _____

4. ON SITE CONTACT

Name of On Site Contact: Same as applicant or Brian Connors

Address: _____

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

Phone: [redacted] **Cell:** [redacted]

Email: brian.connors@uhsinc.com

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

5. LOCATION

Address of Property and Location Description:

Address: 20505 Palomar St

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: 3500 Daily Attendance: _____

Times: _____ To _____

Streets Closed: _____ Setup Begins: _____

Event Begins: 5:00 pm Event Ends: 8:00 pm

Cleanup Ends: 9:00 pm Streets Open: _____

7. SECURITY PLAN

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

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

☐ **Yes** ☐ **No**

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

Name of Company: MPS Security **Contact Name:** Valerie Dovifaaz

Address: 25020 Las Brisas Rd

City: Murrieta **State:** CA **Zip Code:** 92562

Phone: 866-678-4408 **Cell:** [redacted]

Email: [redacted]

8. TRAFFIC PLAN

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

☒ **Yes** ☐ **No**

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

What Street(s) will be closed for your event? Requesting City assistance with all street disruptions and parking.

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: Requesting City assistance

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): 100

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)

Southwest Healthcare will have plenty of clinical staff onsite.

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?

Requesting City assistance.

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

(Female) Number of Toilets: _____ ADA: _____

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

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

16. CLEAN UP

What provisions have the applicant/organizer made for clean up after the event?

Requesting City assistance.

Who is the person responsible for clean up?

Contact Name: _____

Address: _____

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

Phone: _____ **Cell:** _____

Email: _____

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

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

17. ADDITIONAL INFORMATION

18. AGREEMENT OF APPLICANT (REQUIRED)

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

   ☐ **Yes** ☐ **No**

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

   ☒ **Yes** ☐ **No**

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

   ☐ **Yes** ☒ **No**

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

   ☒ **Yes** ☐ **No**

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

   ☐ **Yes** ☒ **No**

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

   ☒ **Yes** ☐ **No**

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

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

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

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

Barbie Ray Digitally signed by Barbie Ray Date: 2024.06.19 09:01:47 -07'00' _____ 6/19/24 _____

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 October 19, 2024
(date of event)

The Southwest Healthcare
(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: 6/19/24 Signature: Barbie Ray Digitally signed by Barbie Ray Date: 2024.06.19 09:03:01 -07'00'

Printed Name: Barbie Ray

Title: Marketing Manager

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: Barbie Ray Digitally signed by Barbie Ray Date: 2024.06.19 09:03:01 -07'00' Date: 6/19/24

Attachment A

MEMORANDUM OF UNDERSTANDING

UHS of RANCHO SPRINGS

COMMUNITY EVENT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING
(UHS OF RANCHO SRPINGS COMMUNITY EVENT PARTNERSHIP)

This Memorandum of Understanding ("MOU") is entered into this day of June 19, 2024 by and between the City of Wildomar, a California general law city, ("City") and UHS of Rancho Springs, a California Corporation ("Corporation"). City and Corporation may be referred to individual or collectively as a "Party" or the "Parties."

RECITALS

A. Corporation is a commercial business located in Wildomar that provides healthcare services to the region.

B. Corporation desires to conduct a health and wellness driven Halloween Event called the Fall Family Fun Fair (the "Event") on October 19, 2024 at the City's Marna O'Brien Park located at 20505 Palomar Road, Wildomar California (the "Park").

C. City desires to partner in the Event and provide hosting assistance to the Corporation to conduct the Event at the Park, as the Corporation provides a benefit to the community and the Event will attract a specific community group the City will not commonly obtain.

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 at the Park 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 as the Event's "Host Presenting Partner" on October 21, 2023, in the form of benefits described in section 2.1 provided that the Event is held at the Park. If the Event is not held at the Park on October 19, 2024, the City shall incur no obligation to commit the partnership toward a future Event.

1.2 Corporation agrees to identify City in all marketing materials for the Event, including digital and print advertising, as the "Host Presenting Partner." Marketing materials for the Event will include the tagline "Go Wildomar" and the City's logo, which the City hereby gives permission to Corporation 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 Corporation per the Community Event Partnership Policy. As stated on page 3 of the policy, a staff liaison will be assigned to Corporation to assist and confirm that all Temporary Event Application requirement are fulfilled. The City will provide Corporation with onsite storage in preparation for the Event. Expenses associated with field usage, lights, and environmental health permit will be incurred by the City's as part of its allocated special event budget. The application review and processing fee associated to the Temporary Event Permit will be waived upon approval by City Council. The Corporation will be required to fulfill the permit process, provide the required insurance documents, and complete a Fire Marshal Inspection. The city will facilitate all parking, traffic control, shuttle, and janitorial services.

3.0 PERMITS AND APPROVALS

Corporation 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. The application review and processing fee associated to the Temporary Event Permit will be waived upon approval by City Council.

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 Corporation and City.

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

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

CITY OF WILDOMAR

_____

Daniel A. York
City Manager

ATTEST:

_____

Janet Morales
City Clerk

APPROVED AS TO FORM

_____

Thomas Jex
City Attorney

UHS of RANCHO SPRINGS

_____

By: Brian Connors
Its: Director of Marketing

_____

By: _____
Its: _____

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

SUBJECT:

Tract 37476 and Tract 32024 Public Improvement Agreement with KB Home for Monte Vista Drive Improvements

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the Public Improvement Agreement with KB Home Coastal, Inc.

SUMMARY:
KB Home Coastal Inc. (Developer) is required to enter into a public improvement agreement to complete off-site improvements required on Monte Vista Drive and Summer Sage Way. The agreement identifies the Developer's obligations to the City in performing and completing the public improvements and provides the City with bonds to secure the completion of the public improvements.

BACKGROUND:
Tract 37476 (Project) is located on the southeast corner of Monte Vista Drive and Summer Sage Way and consists of 80 single family residential lots and four lots for commercial/business park development. Three residential lots are planned to be built by another developer in the future, as are the commercial/business park lots. KB Home (Developer) is completing the construction of 77 of the single family residential lots. Most of the Project construction is complete, with only a few of the 77 homes pending final occupancy.

The Developer was required to construct off-site public improvements on Monte Vista Drive and Summer Sage Way, as part of the Project. In addition, the Developer was also responsible to construction off-site public improvements on Monte Vista Drive as part of the development of Tract 32024, immediately north of Tract 37476. Riverside County Flood Control is proceeding with the construction of Lateral C, Stage 3 project which includes the removal of an existing drainage channel and the installation of an underground storm drain along Monte Vista Drive, and the removal of the existing bridge at Summer Sage Way. The Developer has not been able to begin or complete construction of the off-site improvements for either tract on Monte Vista Dr. until Riverside County Flood Control has completed the Lateral C, Stage 3 project.

An aerial image of the project site and the surrounding area is provided in Attachment A and

the project site plan is shown in Attachment B.

DISCUSSION:
In order to secure the incomplete public improvements that are required of the Project prior to final approvals and releases from the City, a Public Improvement Agreement has been prepared (Agreement, Attachment C) to secure the improvements. The Public Improvement Agreement identifies the subdivider's obligations to complete the off-site public improvements on Monte Vista Drive and Summer Sage Way and sets forth policies and procedures for the Developer and the City to ensure that the improvements are completed. The Agreement also provides the City with bonds/securities should the Developer fail to fulfill their obligations. The security amounts are based on the Developer's engineer's construction cost estimates for the public improvements.

The Agreement requires the Developer to begin construction of the public improvements within three months of the time that Riverside County Flood Control completes their construction and requires the Developer to complete the construction of the public improvements within twelve months.

Staff is requesting that the City Council authorize the City Manager to execute the Public Improvement Agreement.

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

ATTACHMENTS:
A - Aerial Map
B - Site Plan - Tentative Tract Map 37476
C - TR 37476 Public Improvement Agreement

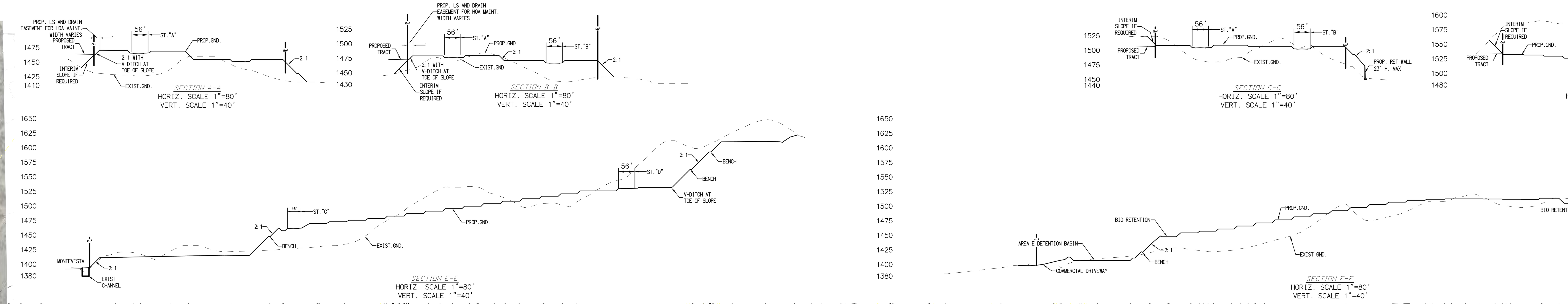
ATTACHMENT A

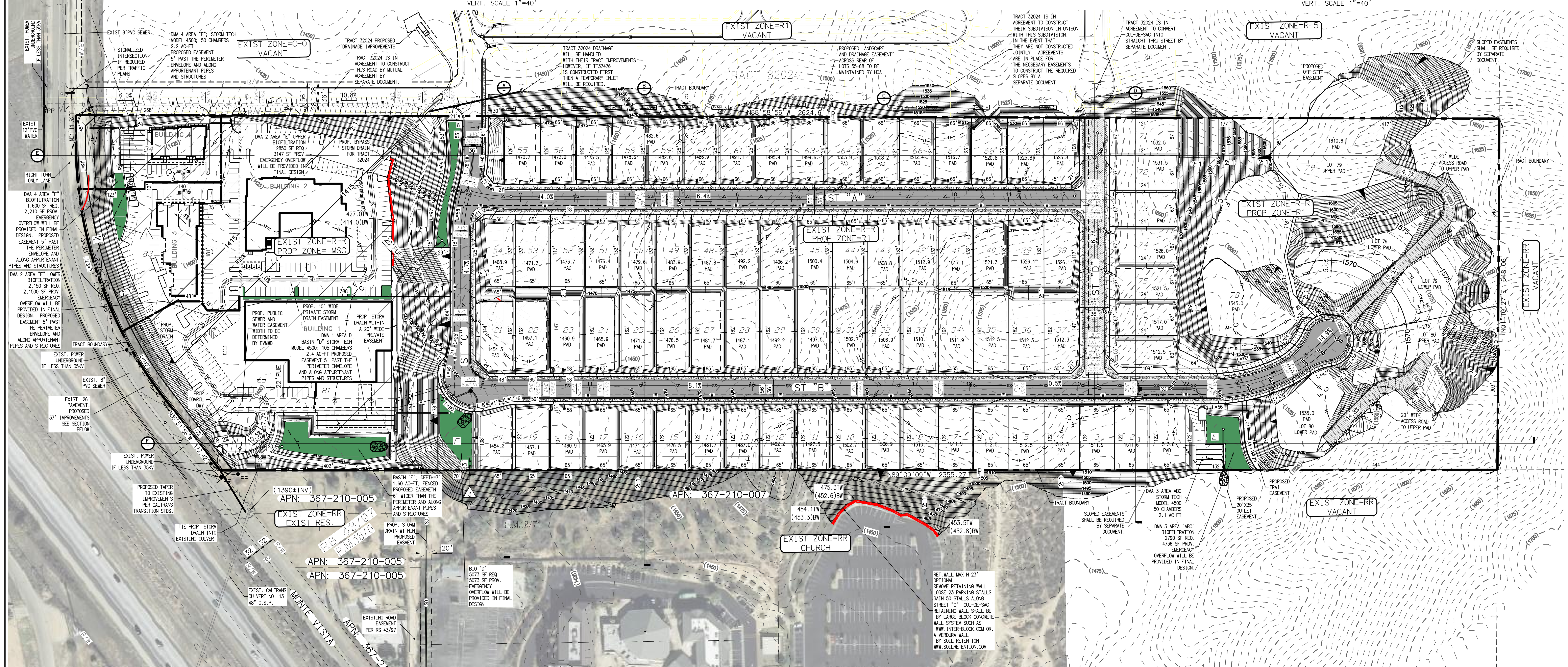
Aerial Image of
KB Homes Verano TR37476 Project
(highlighted in yellow)

ATTACHMENT B

Summerhill 2 KB Homes TR37476 Project
Site Plan

TTM 37476 SITE PLAN





Owner

FRONT PROPERTY, LLC AND CORNERSTONE COMMUNITY CHURCH

1232 VILLAGE WAY
SANTA ANA, CA 92705
(714) 423-5156
IVANO STAMEGNA

Applicant

NOVA HOMES
1232 VILLAGE WAY
SANTA ANA, CA 92705
(714) 423-5156
IVANO STAMEGNA

Engineer

RENCIVIL
25631-"B" ADDISON ST
MURRIETA, CA 92562
951.696.9902
RUDY NUNEZ X202
RUDY@RENCIVIL.COM

Earthwork

CUT	512,000 CY
FILL	584,000 CY

OVER-EX AND SHRINKAGE 44,000 CY
IMPORT 116,000 CY FROM ADJACENT TRACT 32024

Legal Description

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. PA 12-0013 AS RECORDED IN INSTRUMENT NUMBER 2012-0240530 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

Topography

FLOOD CONTROL TOPOGRAPHY

Flood Info.

NOT WITHIN A MAPPED FEMA FLOOD ZONE AND LAND IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARD.

Site Info.

APN 367-140-008,010,012

38.57 AC GROSS 38.04 AC NET

T6S R4W SEC 26

ZONING: RURAL RESIDENTIAL

Note:

THE TENTATIVE MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.

Thomas Guide

PAGE: 897 GRID: C4 & C5
PAGE: 897 GRID: D4 & D5

Utilities

WATER & SEWER:
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
31315 CHANEY STREET
LAKE ELSINORE, CA 92531
(951) 674-3146

ELECTRIC:
SOUTHERN CALIFORNIA EDISON COMPANY
26100 MENIFEE ROAD
ROMOLAND, CA 92380
(909) 943-8252

TELEPHONE:
VERIZON
110 EAST 3RD STREET
PERRIS, CA 92370
(909) 657-1388

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
(951) 369-4582

LAKE ELSINORE UNIFIED SCHOOL DISTRICT
(951) 253-7000

Preparation Date

11-1-18

Tentative Tract Notes

1. NOT WITHIN A SPECIFIC PLAN
2. LAND IS NOT SUBJECT TO LIQUEFACTION
3. SITE IS VACANT
4. SITE WQMP CONSIST OF BIO RETENTION WITH DETENTION BASINS FOR HYDROMODIFICTION.
5. V-DITCHES TO BE PROVIDE AT TOP OF ALL MANUFACTURED SLOPES.
6. A PROPOSED RECIPROCAL EASEMENT FOR INGRESS, EGRESS, PASSAGE, DRAINAGE, WATER QUALITY MAINTENANCE AND DELIVERY AFFECTS LOTS 81-84 AND WILL BE BLANKET IN NATURE
7. ALL PROPOSED WATER AND SEWER IS PUBLIC.
8. INITIALLY ALL BIO-BASINS AND RETENTION BASINS SHALL BE PRIVATELY MAINTAINED. HOWEVER EACH BIO-BASIN, STORM TECH SYSTEM AND DETENTION BASIN IS PROPOSED TO BE IN AN EASEMENT OR IN A LETTERED LOT SO THAT IT'S MAINTENANCE CAN BE OFFERED TO THE CITY. THE CITY, AT IT'S DISCRETION, CAN DECLINE THE INITIAL OFFER BUT ACCEPT AT A LATER DATE IN ORDER TO TAKEOVER MAINTENANCE IF THE HOA UNDER PERFORMS IN ITS MAINTENANCE.
9. THE STORM DRAINS WITHIN STREET B AND C ARE PUBLIC TO THE RIGHT OF WAY AND CONVERT TO PRIVATE BEYOND THE RIGHT OF WAY.

REGISTERED PROFESSIONAL ENGINEER RUDY E. NUNEZ NO. C55955 Exp. 12/31/18 CIVIL STATE OF CALIFORNIA
11/1/18

Basis of Bearings

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS Z-10438, AND Z-10426, AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISSTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE.

BENCH MARK

RIVERSIDE COUNTY BENCHMARK E-7-70: DESCRIBED AS: 2ND B MON ELSINORE 352FT N OF THE INT OF ORANGE STREET AND WALNUT STREET, DATE: 1970-01-01.

ELEVATION = 1345.285 NGVD29 - THIS PROJECT HAS BEEN CONVERTED TO NAVD88 WITH AN ELEVATION = 1347.733

PROJECT: MONTE VISTA AERIAL / BNDY

WE USED CALIFORNIA STATE PLANE GRID VALUES PROVIDED BY RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR THIS PROJECT.
WE HELD THE GRID BEARING OF N. 0-15-13 E. BETWEEN POINTS Z-10438 AND Z-10426 AS THE BASIS OF BEARINGS.
WE REDUCED THE GRID VALUES TO GROUND BY APPLYING THE COMBINATION FACTOR OF 0.99990833483 TO ALL THE VALUES, HOLDING RCFC POINT Z 10438 AS THE POINT OF ORIGIN.
WE HELD RIVERSIDE COUNTY BENCH MARK E-7-70 ELEVATION = 1347.733 (NAVD 88).

Z-10438
N 2167959.06
E 6249451.47

Z-10426
N 2162653.51
E 6249427.98

EASEMENT NOTES:

1. *INDICATES AN EASEMENT FOR DRAINAGE PURPOSES, RECORDED FEBRUARY 13, 1979 IN OR 29240 AS SHOWN ON CALTRANS RIGHT OF WAY MAP NUMBER 400094*
2. *INDICATES AND EASEMENT FOR PIPE LINES AND POLE LINES AND INCIDENTAL PURPOSES, RECORDED JULY 16, 1918 IN BOOK 489 OF DEEDS, PAGE 165 THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION*
3. *INDICATES AND EASEMENT FOR INGRESS AND EGRESS RECORDED MAY 5, 2000 AS INSTRUMENT 2000-171756 IN FAVOR OF CHRISTIAN EVANGELISTIC ASSEMBLIES OF CALIFORNIA, INC. (TO BE VACATED WITH FINAL MAP)*

Land Use Summary:

LOT #	LAND USE	TOTAL # OF LOTS	ACRES	MAINTENANCE
1-77	RESIDENTIAL	77	15.43	PRIVATE
78-80	ESTATE RESIDENTIAL	3	7.90	PRIVATE
81-84	COMMERCIAL	4	8.96	PRIVATE
A,B,D	WATER QUALITY BASIN	3	0.67	HOA
C	LANDSCAPE LOT	1	0.09	HOA
	STREETS	1	4.99	CITY
	COMMERCIAL DET. BASINS	2	N/A	HOA
	TOTALS		38.04 NET	

NORTH

80 40 0 80 160 240
SCALE: 1"=80'

LOT TABLE

Lot #	Area (SF)	Net (AC)
1	7930	0.18
2	7930	0.18
3	7930	0.18
4	7930	0.18
5	7930	0.18
6	7930	0.18
7	7930	0.18
8	7930	0.18
9	7930	0.18
10	7930	0.18
11	7930	0.18
12	7930	0.18
13	7930	0.18
14	7930	0.18
15	7930	0.18
16	7930	0.18
17	7930	0.18
18	7876	0.18
19	7930	0.18
20	7507	0.17
21	10350	0.24
22	10498	0.24
23	10444	0.24
24	10498	0.24
25	10498	0.24
26	10498	0.24
27	10498	0.24
28	10498	0.24
29	10498	0.24
30	10498	0.24
31	10498	0.24
32	10498	0.24

LOT TABLE

Lot #	Area (SF)	Net (AC)
33	10498	0.24
34	10498	0.24
35	10498	0.24
36	10498	0.24
37	10386	0.24
38	8468	0.19
39	8580	0.20
40	8580	0.20
41	8580	0.20
42	8580	0.20
43	8580	0.20
44	8580	0.20
45	8580	0.20
46	8580	0.20
47	8580	0.20
48	8580	0.20
49	8580	0.20
50	8580	0.20
51	8580	0.20
52	8526	0.20
53	8580	0.20
54	8550	0.20
55	8336	0.19
56	8324	0.19
57	8311	0.19
58	8298	0.19
59	8285	0.19
60	8272	0.19
61	8259	0.19
62	8246	0.19
63	8233	0.19
64	8220	0.19

LOT TABLE

	Lot #	Area (SF)	Net (AC)	GROSS
	65	8207	0.19	
	66	8194	0.19	
	67	8181	0.19	
	68	8168	0.19	
	69	8155	0.19	
	70	8029	0.18	
	71	8316	0.19	
	72	8339	0.19	
	73	8339	0.19	
	74	8339	0.19	
	75	8339	0.19	
	76	8339	0.19	
	77	8596	0.20	
ESTATE LOTS	78	92656	2.13	2.41
ESTATE LOTS	79	144901	3.33	3.38
ESTATE LOTS	80	106494	2.44	2.54
COMMERCIAL LOTS	81	161846	3.72	3.92
COMMERCIAL LOTS	82	144615	3.32	3.43
COMMERCIAL LOTS	83	49098	1.13	1.09
COMMERCIAL LOTS	84	34621	0.79	0.70

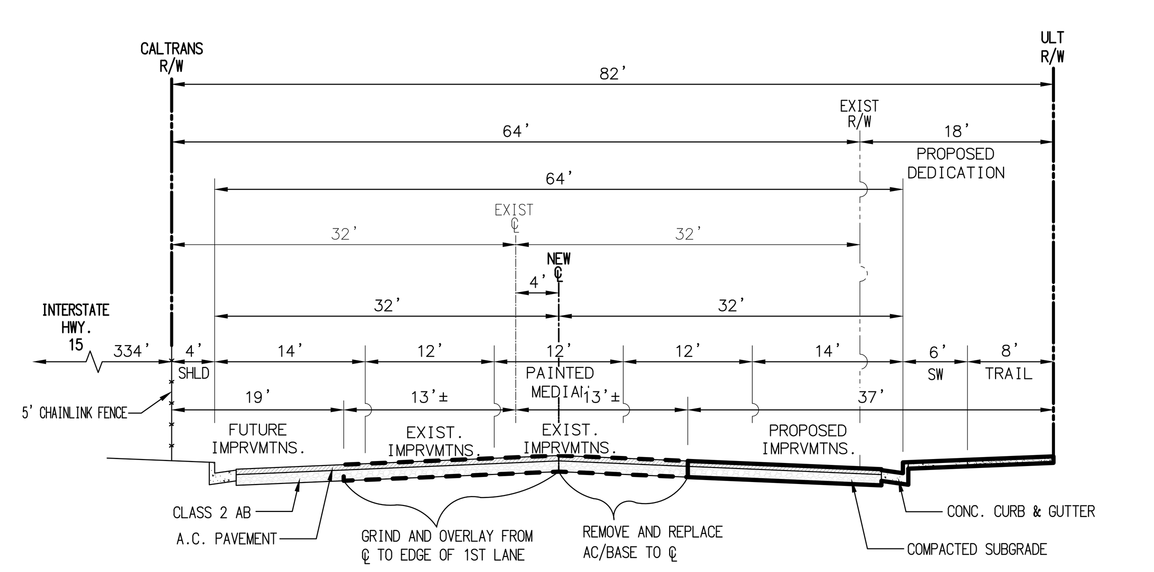
LETTERED LOT TABLE

Lettered Lot #	Area
"E"	13779
"F"	8612
"G"	3787
"H"	6985

AVERAGE LOT SIZE (1-77) =8,620 SF

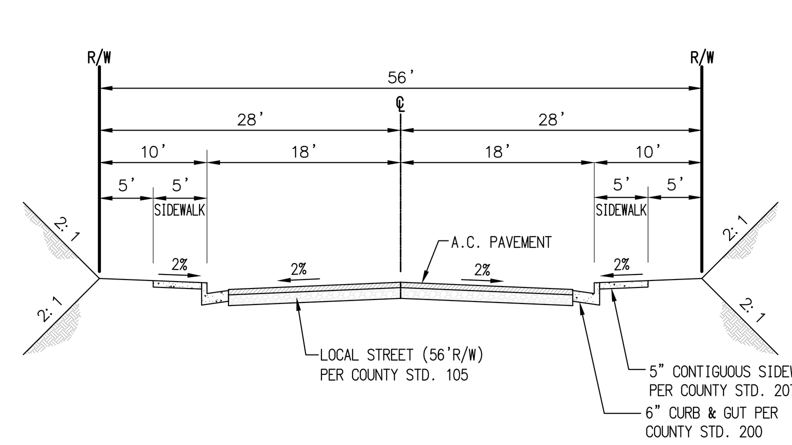
Sight Distance Note

SIGHT DISTANCE FOR THE PROPOSED COMMERCIAL DRIVEWAY EXCEEDS 500'. THIS EXCEEDS THE REQUIREMENTS OF STANDARD 821 "INTERSECTION SIGHT DISTANCE" STANDARD.



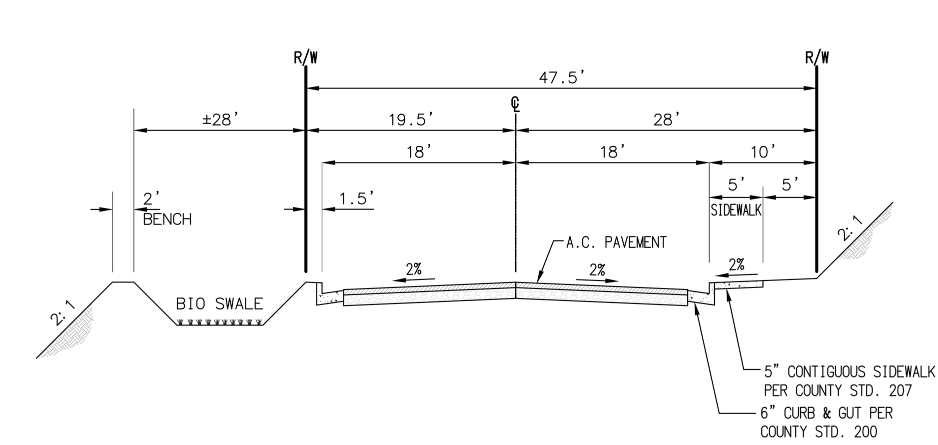
Monte Vista Drive (ULT.)

MODIFIED STD.109
NOT TO SCALE
CROSS-SECTION SOUTHERLY OF SITE FOR CORNERSTONE CHURCH PUP



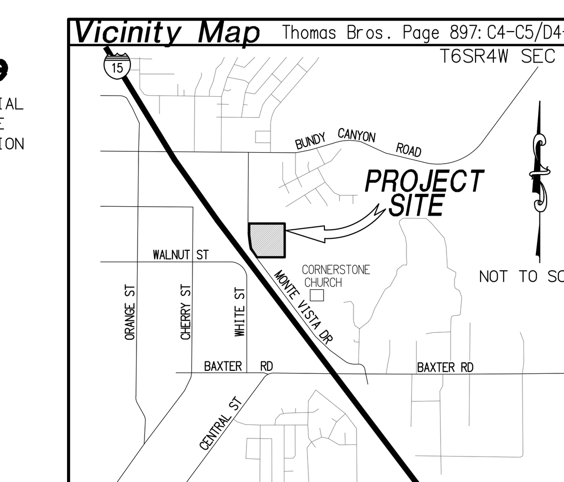
Typical Section

STREETS "A","B",& "D"
LOCAL STREET PER CITY STD. 105
NOT TO SCALE
PUBLIC
TI = 5.5



Typical Section

C STREET / LOTS 81 & 82
LOCAL STREET PER MODIFIED CITY STD. 105
NOT TO SCALE
PUBLIC
TI = 5.5



RENCivil ENGINEERING • SURVEYING • LAND PLANNING
25631-B ADDISON ST, MURRIETA CA 92562
951-696-9902 951-696-9961 FAX

Tentative Tract No. 37476
Monte Vista
City of Wildomar

ACCOUNT NO.
SHEET 1 OF 1
J.N.
HORIZ. SCALE: AS NOTED
VERT. SCALE: AS NOTED
APPROVED BY
CITY ENGINEER
DATE
MARK | REVISIONS | APPR | DATE
DESIGNED BY ___ DRAWN BY ___ CHECKED BY ___

NO FEE DOCUMENT Government Code §6103 RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: **CITY OF WILDOMAR** 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595 Attn: City Clerk	The Above Space For Recorder's Use Only

Project Name: Tract 37476 - KB Homes Verano and Tract 32024 – Summerhill

Project Address: Monte Vista Drive and Summer Sage Way

Project No.: 21-0122

PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is entered into this 10th day of July, 2024 by and between the City of Wildomar, a California municipal corporation ("City") and KB Coastal Home, Inc. a California corporation, ("Principal"). City and Principal may be individual or collectively referred to as a "party" or the "parties" to this Agreement.

RECITALS

A. Principal owns or owned the real property located at Monte Vista Drive and Summer Sage Way, in the City of Wildomar, County of Riverside, State of California (the "Property"), which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Principal previously applied for and obtained certain development approvals from the City to develop the Property. The development approvals and City ordinances require Principal to construct certain public improvements on Monte Vista Drive and on Summer Sage Way (Project Improvements),and dedicate those public improvements to the City after construction is complete.

C. Riverside County Flood Control and Water Conservation District ("RCFC") is proceeding with the construction of the Lateral C, Stage 3 project which includes the removal of the existing drainage channel along Monte Vista Drive, the installation of an underground storm drain along Monte Vista Drive, and the removal of the existing bridge at Summer Sage Way ("Lateral C Project").

D. The Lateral C Project overlaps with the Project Improvements and the Project Improvements cannot be feasibly constructed before the completion of the Lateral C Project.

E. The Lateral C Project is not yet complete.

F. Principal desires to obtain final approvals and releases from City for the Property but is unable to complete the Project Improvements because the Lateral C Project is not yet complete.

G. Principal desires to provide a form of security for the Project Improvements to guarantee the completion of the Project Improvements after the RCFC completes the Lateral C Project.

H. This Agreement memorializes the understanding between the parties regarding the terms and conditions under which Principal will construct and City will accept the required public improvements.

OPERATIVE PROVISIONS

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

1. Construction of Improvements. The Principal agrees to construct and install on the Property, at the Principal's own cost and expense, the public improvements shown on the improvement plans submitted by Principal and approved by the City as referenced and contained within this Public Improvement Agreement ("Required Improvements"). Prior to commencing any work, Principal shall, at its sole cost and expense, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Required Improvements and performance of Principal's obligations under this Agreement. City agrees to timely review all necessary plans, submittals, and permits related to the Project Improvements subject to the Developer's timely submittal of such instruments, and subject to the Developer satisfactorily addressing any issues identified by the City. The Required Improvements shall be constructed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Principal shall commence the Required Improvements within three months of the completion of the portion of the RCFC Lateral C Project that overlaps the Required Improvements ("RCFC Overlap"), as depicted on Exhibit "B" attached hereto and incorporated herein by this reference. Completion of the RCFC Overlap is defined as the time at which RCFC provides authorization to City and/or Principal to work in the area of the Required Improvements that overlaps with the Lateral C Project improvements. Principal shall complete the construction of the Required Improvements within twelve months of the completion of the RCFC Overlap.

a. Standard of Performance. Principal and its contractors, if any, shall perform all work required to construct the Required Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Principal represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Principal warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

b. Alterations to Improvements. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Required Improvements it is determined that the public interest requires alterations in the Required Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Required Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

c. Fees and Charges. Principal shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of construction of the Required Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City or as required by other governmental agencies having jurisdiction over the Required Improvements.

2. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

3. Completion of Improvements. Upon satisfactory completion of all Required Improvements as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), Principal shall offer to dedicate the Required Improvements to the City, and City agrees to accept that offer of dedication in accordance with its policies and procedures and the terms of this Agreement.

4. Title to Required Improvements. The City shall not accept the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Title to and ownership of the Required Improvements shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior

to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

a. Developer's Notice of Completion. Upon the acceptance of the Required Improvements by City, Principal shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Required Improvements in accordance with Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, at which time the accepted Required Improvements shall become the sole and exclusive property of City without payment therefor.

b. City Acceptance of Public Improvements. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Required Improvements.

c. Developer's Obligation to Provide As-Built or Record Drawings. Notwithstanding the foregoing, City may not accept any Required Improvements unless and until Principal provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Required Improvements. The drawings shall be certified and shall reflect the condition of the Required Improvements as constructed, with all changes incorporated therein.

5. Extension of Time to Complete Improvements.

a. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown.

b. Requests for extension of the completion date shall be in writing and delivered to the City Engineer in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City Engineer extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security to reflect increases in the estimated costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe

access for inspection of the Required Improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the Required Improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Required Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Required Improvements until approved and accepted. Any use by any person of the Required Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Principal at all times prior to City's acceptance of the Required Improvements. Principal shall maintain all the Required Improvements in a state of good repair until they are completed by Principal and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Principal's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Principal fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Principal and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Required Improvements or their condition prior to acceptance. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing on the Property, and will take reasonable actions to protect the public from such dangerous conditions.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or

damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Warranty. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. As to any Required Improvements which have been repaired, replaced, or reconstructed during the Warranty, Principal and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Required Improvements. Nothing herein shall relieve Principal from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Required Improvement following expiration of the Warranty or any extension thereof. Principal's warranty obligation under this section shall survive the expiration or termination of this Agreement.

11. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Required Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

12. Security.

a. Required Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

(1) Faithful Performance Security. Principal shall provide faithful performance security to secure faithful performance of this Agreement ("faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$1,947,660.00 (One Million Nine Hundred Forty Seven Thousand Six Hundred Sixty and No/100 Dollars)**.

(2) Payment Security. Principal shall also provide payment security to secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for the work ("payment security"). This security shall be in the amount of fifty percent (50%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$973,830.00 (Nine Hundred Seventy Three Thousand Eight Hundred Thirty and No/100 Dollars)**, and shall secure the obligations set forth in Title 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

(3) Guarantee and Warranty Security. Principal shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$194,766.00 (One Hundred Ninety Four Thousand Seven Hundred Sixty Six and No/100 Dollars)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

(4) Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Not Applicable**, to guarantee and secure the placement of such monuments.

b. Additional Requirements.

(1) Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The premiums for said bonds shall be paid by Principal.

(2) The bonds shall be furnished on forms satisfactory to the City in substantially the forms attached hereto as Exhibit "C" and incorporated herein by this reference.

(3) The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City.

(4) Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney. All required securities shall be in a form approved by the City Attorney.

(5) No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties.

(6) The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

(7) The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

c. Principal's Liability. While no action of Principal shall be required in order for City to realize on its security under any security instrument, Principal agrees to cooperate with City to facilitate City's realization under any security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any security instrument or the subsequent expiration of any security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Principal shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 12.

d. Release of Security.

(1) Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

(2) Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code (commencing with Section 8410), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

(3) Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

(4) Monument Security. The monument security may be released by written authorization of the City Engineer after all required monuments are accepted by the City Engineer, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the monuments.

13. Insurance.

a. **Types; Amounts**. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

(1) **General Liability**. Developer and its contractors shall procure and maintain Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01 or equivalent form, with a combined single limit of not less than $3,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate shall be twice the occurrence limit or shall apply separately to each project. If Developer maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Developer. The General Liability policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance

(2) **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, hired, and non owned by the insured or for which the insured is responsible.

(3) **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy at all times during which insured retains employees.

(4) **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than $1,000,000 per claim. Such insurance shall be endorsed to include contractual liability. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

(5) **Pollution Liability.** Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate; Coverage shall apply to pollution incidents at or from any location at which Developer and its contractors are performing work under this agreement. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by the City. Developer and its contractors are responsible for any deductible or self-insured retention and shall fund it upon the City's written request, regardless of whether Developer and its contractors have a claim against the insurance or are named as a party in any action involving the City. The City, its elected officials, officers, employees, agents, and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Developer and its contractors. Additional insured status shall continue for one (1) year after completion of the work. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work. The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

b. **Deductibles**. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

c. **Additional Insured; Separation of Insureds**. The Required Insurance (except Workers' Compensation and Professional Liability) shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds

with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City shall continue to be an additional insured for completed operations for (1) year after completion of the work. The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

d. **Primary Insurance; Waiver of Subrogation**. The General Liability Insurance provided to the additional insured shall be primary to, and non contributory with, any insurance or self insurance program maintained by the City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City, its elected officials, officers, employees, agents and volunteers.

e. **Certificates; Verification**. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

f. **Term; Cancellation Notice**. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. Developer shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Developer shall forthwith obtain and submit proof of substitute insurance. Should Developer fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Developer's sole cost and expense.

g. **Insurer Rating**. Unless approved in writing by City, all Required Insurance shall placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

14. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

15. Default; Notice; Remedies.

a. Notice. If Principal neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a

violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Principal to be in default or violation of this Agreement and make written demand upon Principal or its surety, or both, to immediately remedy the default or violation. Principal shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Principal shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Principal and its surety shall be liable to City for all costs of construction and installation of the Required Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

b. Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Principal and its surety, without the necessity of giving any further notice to Principal or surety. City's right to take such actions shall in no way be limited by the fact that Principal or its surety may have constructed any, or none of the required or agreed upon Required Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Principal or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Principal or its surety the full cost and expense incurred.

c. Other Remedies. No action by City pursuant this section shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

16. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Notices required to be given to Principal shall be addressed as follows:

Jordan Mastroianni
KB Home Inland Empire Division
36310 Inland Valley Drive
Wildomar, CA 92595

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

18. Attorney's Fees. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all attorney's fees and costs. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of attorney's fees and costs.

19. Assignment. Principal shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

21. Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Principal of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Principal agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Required Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Required Improvements or this Agreement.

22. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or

ordinance.

23. Approvals by City; Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Principal and by the City. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

24. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

25. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Riverside County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

26. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

27. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

28. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Principal include all personnel, employees, agents, and subcontractors of Principal, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

29. Severability. If any provision in this Agreement is held by a court of

competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

30. Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

31. Effective Date of Agreement. This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Principal.

32. Relationship Between The Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, nor approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Principal. Principal's contractors and subcontractors are exclusively and solely under the control and dominion of Principal. Nothing herein shall be deemed to make Principal or its contractors an agent or contractor of City.

33. Recitals; Incorporation. Recitals set forth above are true and correct, and incorporated herein as a substantive part of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF WILDOMAR

_____
Dan York
City Manager

PRINCIPAL:

_____

Name: Scott Hansen
Title: Vice President of Forward Planning

_____

Name: Vernell Williams
Title: Director of Forward Planning

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

NOTE: SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO T BUSINESS ENTITY.

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

TRACT 32024, AS SHOWN BY MAP ON FILE IN BOOK 471 PAGES 1 THROUGH 10, INCLUSIVE, OF MAPS, ALONG WITH TRACT 37476, AS SHOWN BY MAP ON FILE IN BOOK 485, PAGES 43 THROUGH 55, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

Exhibit "B"

Depiction of RCFC Overlap

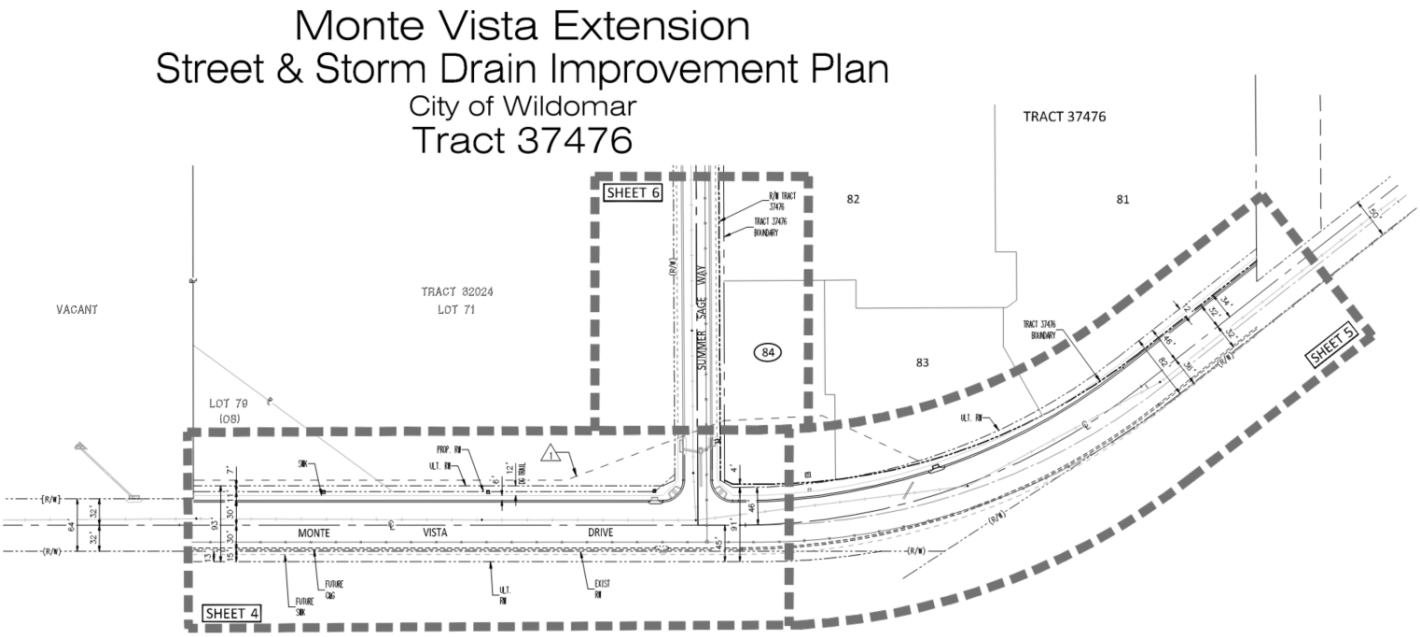


EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

As evidence of understanding the provisions contained in this Agreement, and of the Principal's intent to comply with same, the Principal has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE SECURITY: $ 1,947,660.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

PAYMENT SECURITY: $ 973,830.00

Surety: _____

Attorney-in-fact: _____

Address: _____

_____

_____

MONUMENT SECURITY: $ Not Applicable

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT 37476 MONTE VISTA EXTENSION IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and KB Home Coastal Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract 37476 Monte Vista Extension ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated July 10, 2024 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of **One Million Nine Hundred Forty Seven Thousand Six Hundred Sixty** Dollars **($1,947,660.00**), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in

the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY <u>MUST</u> BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

TRACT 37476 MONTE VISTA EXTENSION IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and KB Coastal Home Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract 37476 Monte Vista Extension ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated July 10, 2024 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the

Principal, the sum of **Nine Hundred Seventy Three Thousand Eight Hundred Thirty** Dollars (**$973,830.00**), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY <u>MUST</u> BE ATTACHED TO THIS BOND.

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

SUBJECT: Second Amendment to the Professional Services Agreement with Parsons Transportation Group for the Bundy Canyon Rd. Improvement Project, Segment 2

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Jason Farag, Public Works Director

ACTION:
1. Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement with Parsons Transportation Group for the Bundy Canyon Rd. Improvement Project, Segment 2

2. Approve a budget adjustment adding $90,000 in both revenue and expenditures for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

SUMMARY:
To complete the final design of the Bundy Canyon Rd. Improvement Project, Segment 2, additional utility design work is required.

BACKGROUND:
On August 9, 2023, the City of Wildomar (City) entered into Professional Services Agreement (Agreement) with Parsons Transportation Group (Parsons) to finalize the design of the Bundy Canyon Rd. Improvement Project, Segment 2 (Project), to prepare for construction. City staff have been working with Parsons over the past several months to finalize the design of the Project.

On May 8, 2024, the City approved the First Amendment to the Agreement to modify the Scope of Work and Compensation to allow for additional utility coordination, utility potholing, utility design work, and traffic signal work not previously anticipated. Specifically, the First Amendment included a cost and scope of work for Parsons to prepare design plans for the relocation and upgrade of a conflicting Elsinore Valley Municipal Water District (EVMWD) water line located in Bundy Canyon Rd.

DISCUSSION:
As part of the on-going utility coordination process with EVMWD, it was identified that there is a second waterline on Bundy Canyon Rd. that will be impacted by the Project that will also require design plans to properly relocate the waterline. As a result, Parsons has provided an updated scope and fee to incorporate the design work needed for the second waterline relocation. In addition, Parsons has provided a scope and fee for construction engineering support services during construction of the two waterline relocations.

A Second Amendment to the Professional Services Agreement with Parsons has been prepared and includes the costs for the additional scope and fee. The City is continuing coordination with EVMWD regarding cost reimbursement for the waterline design and construction engineering work that will be provided through this scope of work, and staff plans to bring forward the reimbursement agreement with EVMWD to the City Council at a future meeting.

The total cost for the proposed amendment is $90,000 and will bring the total compensation under the agreement to $824,000. The amendment includes the following:

- Waterline Relocation Design - $66,000
    - *Note: The proposal shows a cost of $240,000 for this task. That total is inclusive of $174,000 that was approved as part of the First Amendment. An additional $66,000 was added to cover the cost of the second waterline relocation.*
- Waterline Relocation Construction Support - $24,000

A copy of the Second Amendment is included as Attachment A. Staff recommends that the City Council authorize the City Manager to execute the Second Amendment with Parsons.

FISCAL IMPACT:
Included in the FY 2024-2025 budget is funding for Segment 2 of the Bundy Canyon Rd. Improvement Project. The approved Project budget includes $174,000 from Fund 501 (Capital Reinvestments) to cover the cost of the First Amendment waterline design work. The City is currently working with EVMWD on a reimbursement agreement to cover the costs of the waterline relocation design and construction.

The additional work included in this Second Amendment is also expected to be reimbursed by EVMWD and will therefore also be budgeted from Fund 501. Staff recommends that the City Council amend the Fund 501 budget for CIP 026-2 and increase the total funding from $174,000 to $264,000, as further specified in the Account Code section of this staff report.

There is no impact to the General Fund.

ACCOUNT CODE:
Budget Amendments (FY 24/25)
Fund No. 501-909-0002-52115

- Revenues - $90,000
- Expenditures - $90,000

Total Amended Budget (FY 24/25)
Fund No. 501-909-0002-52115

- $264,000

ATTACHMENTS:
A - Second Amendment

Second Amendment to Agreement for Services for the Bundy Canyon Rd. Improvement Project, Segment 2

This Second Amendment to Agreement for Services for the Bundy Canyon Rd. Improvement Project, Segment 2, ("Second Amendment"), which is dated as of May 8, 2024, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and PARSONS TRANSPORTATION GROUP, INC., a State of Illinois Corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for services on August 9, 2023 ("Agreement").

B. City and Services Provider entered into a First Amendment to the Agreement on May 8, 2024, amending Section 2, Scope of Services & Schedule of Performance, and Section 4, Compensation and Method of Payment.

C. This Second Amendment amends Section 2, Scope of Services & Schedule of Performance, and Section 4, Compensation and Method of Payment.

D. Compensation is increased by an additional $90,000 for a total of $824,000.

OPERATIVE PROVSIONS

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

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

1.1. The second sentence of Section 4 Compensation and Method of Payment is hereby amended to read as follows:

> "The total compensation, including reimbursement for actual expenses, shall not exceed Eight Hundred Twenty Four Thousand Dollars ($824,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 Amendment" of this Agreement."

1.2. Exhibit "A", Scope of Services, is hereby amended by adding the Services Provider's additional scope of services, attached hereto as Attachment A.

GENERAL PROVISIONS

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

2. INTEGRATION. This Second Amendment consists of fifty (50) 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 Second Amendment.

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

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

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

PARSONS

_____
Name: Chris Johnson
Title: VP, Regional Manager

ATTEST:

_____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTACHMENT A

SCOPE OF SERVICES

Proposal

Elsinore Valley Municipal Water District (EVMWD)
Water Line Relocation Design

For

Bundy Canyon Drive Improvements, Segment 2 PS&E Project

Wildomar, CA

Submitted to

Elsinore Valley Municipal Water District

&

City of Wildomar, Public Works Department

Submitted by

June 17, 2024

3200 E. Guasti Road, Suite 100, Ontario, CA 91761
Direct: +1 909.240.8890 / parsons.com

June 17, 2024

Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Attn: Nelson Nuezca, PE, Engineering Manager, EVMWD
Jason Farag, PE, Public Works Director, City of Wildomar

Sub: Proposal for Water Line Relocation Design along Bundy Canyon Drive

Dear Nelson and Jason,

Parsons is pleased to submit this revised proposal addressing the comments received for the underground water line relocation design for your review and trust you will find it responsive to the needs of Elsinore Valley Municipal Water District (EVMWD) and City of Wildomar.

As part of the Bundy Canyon Drive improvement project, it has been identified that the underground existing 10" ACP water line and the 12" PVC water line owned by EVMWD will be impacted by the proposed roadway work.

Based on the utility coordination with EVMWD to notify and discuss the utility impacts it was determined that the existing 10" ACP water line will be required to be relocated approximately between Sta 57+00 to Sta 126+00 and the 12" PVC water line will be required to be relocated approximately between Sta 114+00 to Sta 143+00 within the project limits.

Parsons has provided a brief scope of work and delivery timeline, resumes of key staff to demonstrate proven experience and requisite technical expertise led by Handoyo Suwandhaputra and William (Bill) Lu, and a detailed fee estimate for the waterline relocation design. The existing 10" ACP water line and 12" PVC water line will be relocated approximately between Sta 57+00 to Sta 143+00 within the project limits. Any other waterline relocation is not included in this fee estimate. Parsons will be signing and stamping all plans, specifications, and cost estimates. Our goal is to work closely with EVMWD and City of Wildomar to meet the aggressive schedule for the project without sacrificing technical rigor or cost.

Parsons has estimated a budget of $240,000 for 1600 hours to coordinate and design the relocation of the underground water line as an added scope item. In addition, we have estimated a budget of $24,000 for 160 hours to provide design support during construction phase.

We are grateful for the opportunity to provide our services to EVMWD and look forward to continuing supporting the city on the Bundy Canyon Drive project. Our team is ready to begin work as soon as a Notice to Proceed (NTP) is issued.

Kindly review our proposal and if you have any questions or need additional information, please feel free to contact me at 909.240.8890 or via email at kedar.sawant@parsons.com.

Respectfully,

Kedar Sawant
Principal Project Manager/Ontario Office Manager

SECTION 1

PROJECT UNDERSTANDING

Scope of Work Understanding

The scope of work includes preparation of plans, specifications, and estimate (PS&E) for the relocation of the underground existing 10" ACP water line and the existing 12" PVC water line impacted by the proposed Bundy Canyon Road improvement project. The existing 10" ACP water line is proposed to be relocated approximately between Sta 57+00 (where the existing 20" waterline end) and station 126+00. Similarly, the existing 12" PVC water line is proposed to be relocated approximately between Sta 114+00 to Sta 143+00. The design will include tie-in point to the existing waterline main and lateral. The new relocated waterline pipe size (12" DIP or upsized to 20" DIP) will be determined by EVMWD before NTP.

Utility Pothole Exhibit

Please refer attached Utility Pothole Exhibit prepared by Parsons and description below for positive identification of utility lines for relocation design. Potholing cost is excluded from the subject fee estimate for water line relocation design.

Pothole Symbol	Number of Potholes	Description
	62	Pothole locations required for utility conflicts with proposed roadway improvements such drainage features, lighting, and traffic electrical pole foundations, etc. (excluding water line)
	22	Pothole locations required for existing EVMWD water line utility conflicts with proposed improvements and potholes requested by utility company along existing SCG gas line.
Subtotal	84	
	32	Pothole locations required for potential conflicts along an assumed alignment of relocated EVMWD water line.
	10	Pothole locations required for potential conflicts along an assumed alignment of relocated underground SCE electrical line.
	16	Pothole locations required for potential conflicts along an assumed alignment of relocated SCG gas line.
Subtotal	58	
Total	142	

& 84 potholes are required now to assess any conflicts with proposed design and to perform preliminary engineering of utility line relocations respectively.

58 potholes (number may vary) may be required along the proposed alignment of relocated utility line to assess any conflicts with built features, proposed improvements, and other utility lines to help plan a better staging and relocation for the utility lines.

Design Guidance

Parsons team will perform the water line relocation design in accordance with the EVMWD's 2023 design guidelines including the following:

- Volume 1 Design Standards
- Volume 2 Standard Drawings
- Volume 3 Technical Specifications
- Volume 4.1 Approved Materials List
- Volume 4.2 Design Guidelines

Deliverables

Parsons team will perform the design work utilizing AutoCAD and include the following deliverables:

- 60%, 90% and 100% Design Plans
- Cost estimate
- Technical specifications
- Any nonstandard technical specifications
- Plans in PDF and DWG format.

Contract Advertisement

In consultation with EVMWD and City of Wildomar, Parsons team will assist in preparing the contract advertisement package for the construction of the water line relocation as part of the Bundy Canyon Road improvement, Segment 2, construction contract.

Construction Phase Support

At the approval of EVMWD, Parsons team will assist and provide as-needed design support during the construction phase to address RFIs, prepare change order plans, and prepare as-built plans.

SECTION 2

DELIVERY SCHEDULE

Proposed Project Delivery Schedule

Our proposed project delivery schedule will include standard 3-week review time by EVMWD for each submittal and will include any design and/or review meetings, when necessary.

- From NTP – 3 months to 60% Submittal
- From receiving 60% submittal review – 1 month to 90% submittal
- From receiving 90% submittal review – 1 month to 100% submittal.

SECTION 3

PROPOSED STAFF RESUMES

Team Composition

Our team is comprised of the following highly experienced key staff. Please refer attached resumes for detailed qualifications and proven experience. They will be supported by Yosuke Arai, PE, Moses Olivarez, and Abin Thomas, EIT, who continue to assist with the Utility Coordination including the water line relocation.

- William (Bill) Lu, PE
- Handoyo Suwandhaputra, PE, QSD, LEED AP
- Ike Chung, PE, QSD
- Catherine Mireles

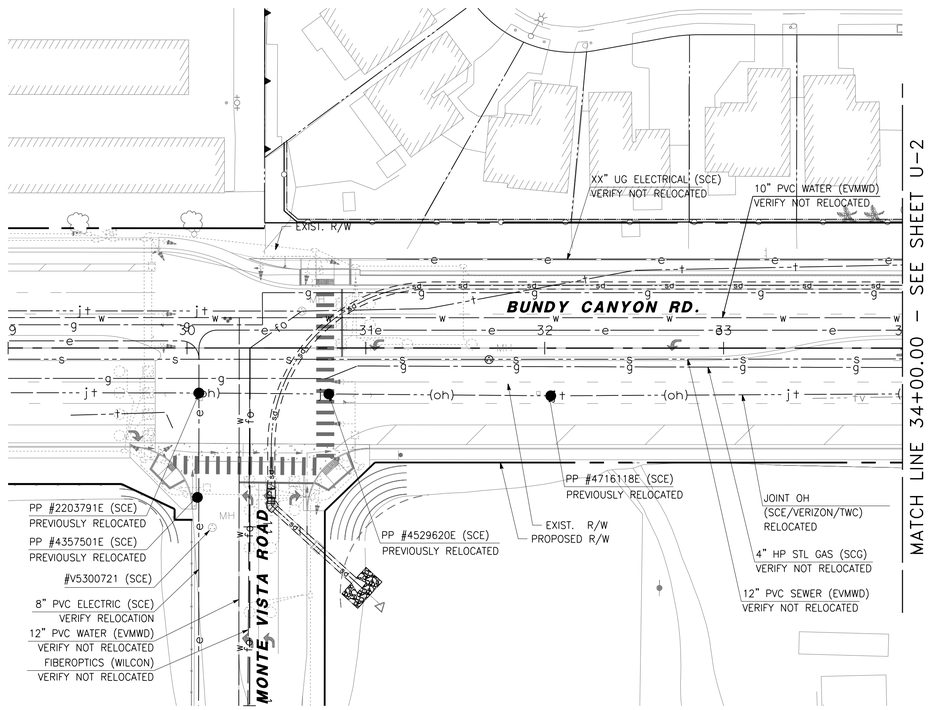
SECTION 4

COST PROPOSAL

Our cost proposal with billing rates for the water line relocation design task is as shown in the table below.

LABOR HOURS AND COSTS							
	Staff - Project Role					TOTAL	LOADED
TASK DESCRIPTION	PROJECT MANAGER	TECHNICAL LEAD	SENIOR ENGINEER	ASSOCIATE ENGINEER	CAD SUPPORT	LABOR	LABOR
	$240.00	$240.00	$205.00	$130.00	$115.00	HOURS	COSTS
Waterline Relocation Design	40	60	400	500	600	1600	$ 240,000.00
Waterline Relocation Construction Support	8	8	32	48	64	160	$ 24,000.00
TOTAL LABOR HOURS AND COST	**48**	**68**	**432**	**548**	**664**	**1760**	**$ 264,000.00**

Also, please refer the attached sheet estimate for the subject task.



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SCG	SOUTHERN CALIFORNIA GAS (SEMPRA UTILITIES)
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ABBREVIATIONS

PP	POWER POLE
UG	UNDERGROUND
STL	STREET LIGHT
OH	OVERHEAD
FO	FIBER OPTIC
MH	MANHOLE
EMH	ELECTRICAL MANHOLE
JT	JOINT TRENCH
SD	STORM DRAIN

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1"=40'

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ENGINEER				CITY	

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SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER
No.
CIVIL
STATE OF CALIFORNIA

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

BENCHMARK:
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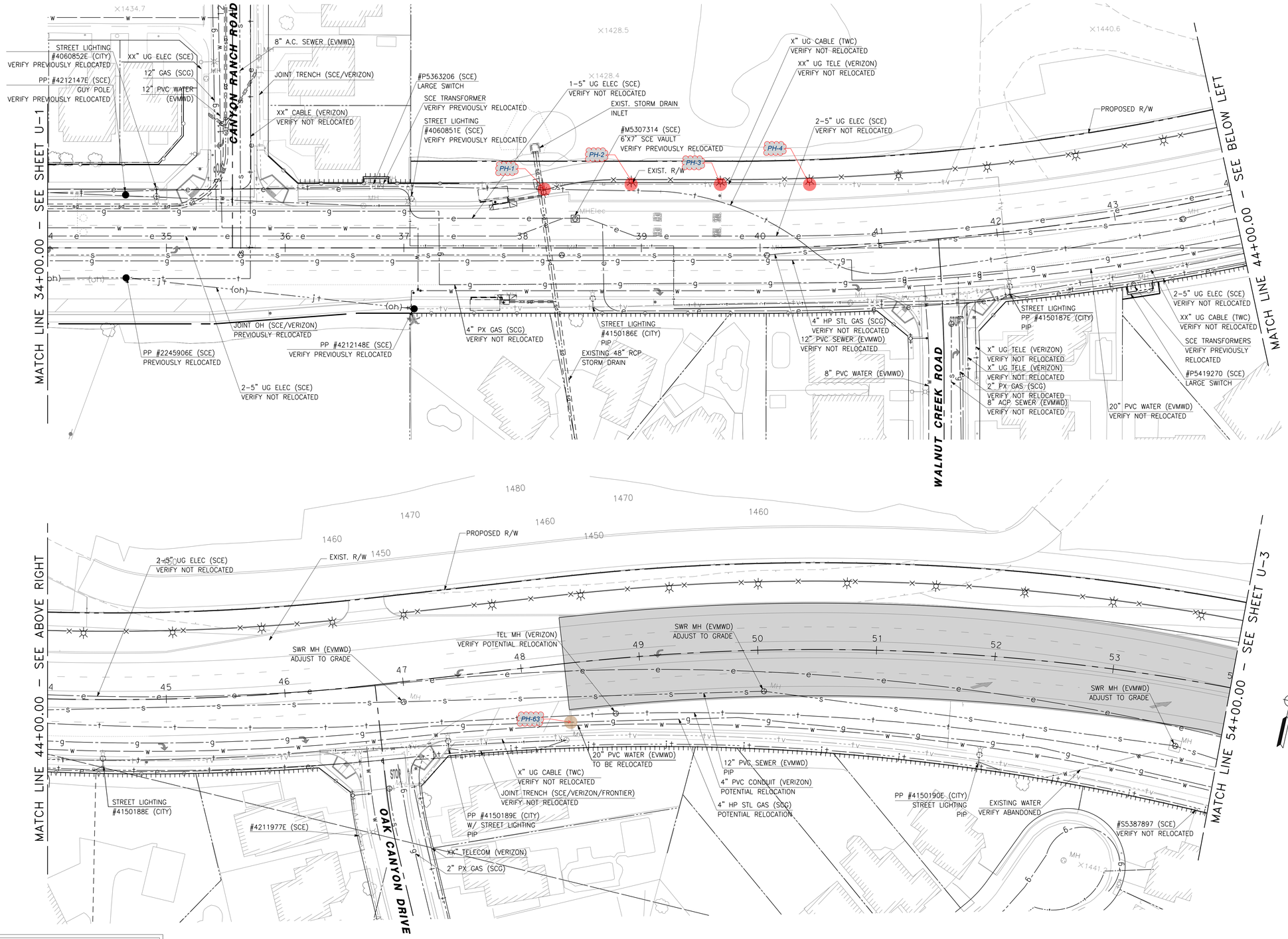

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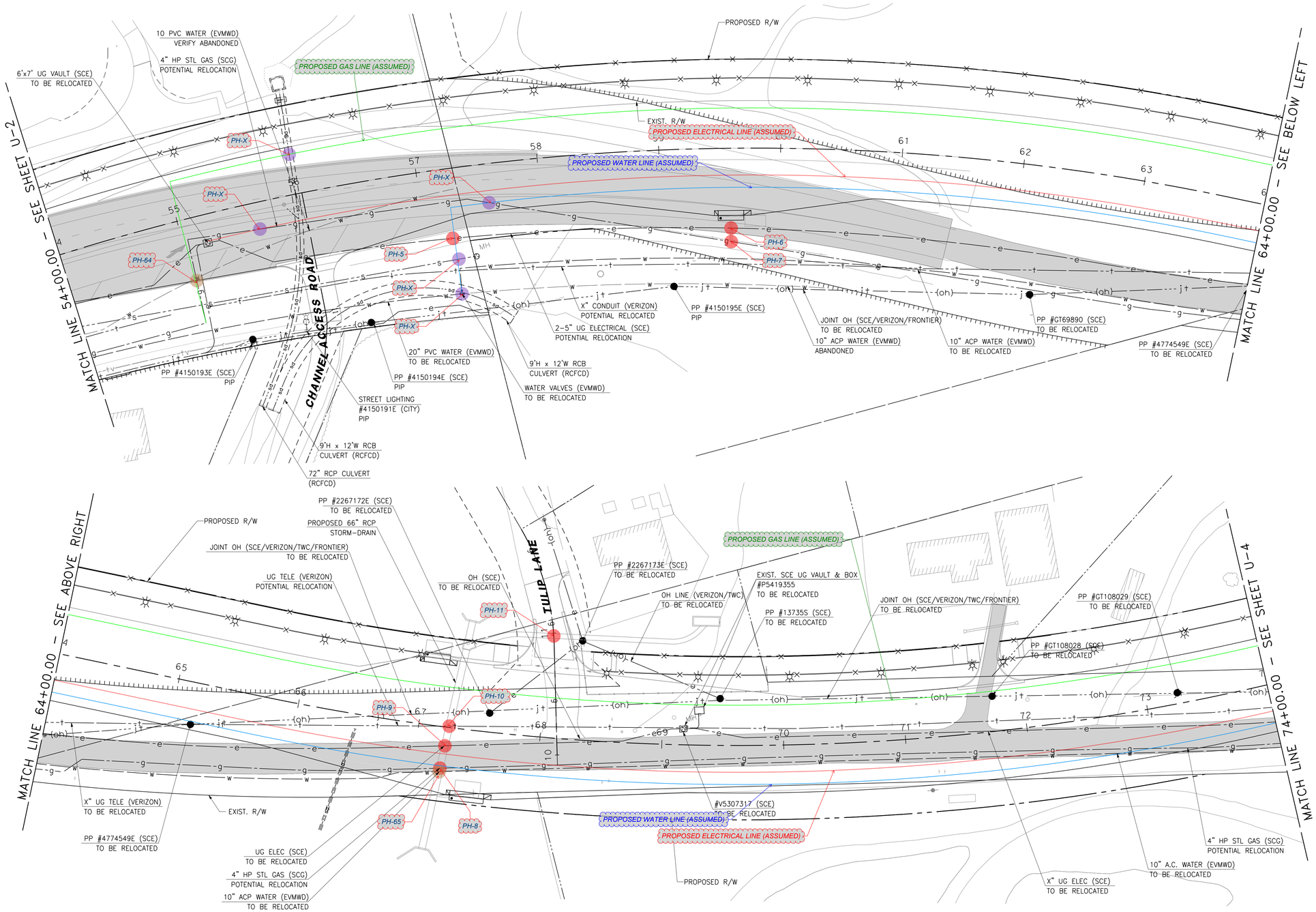

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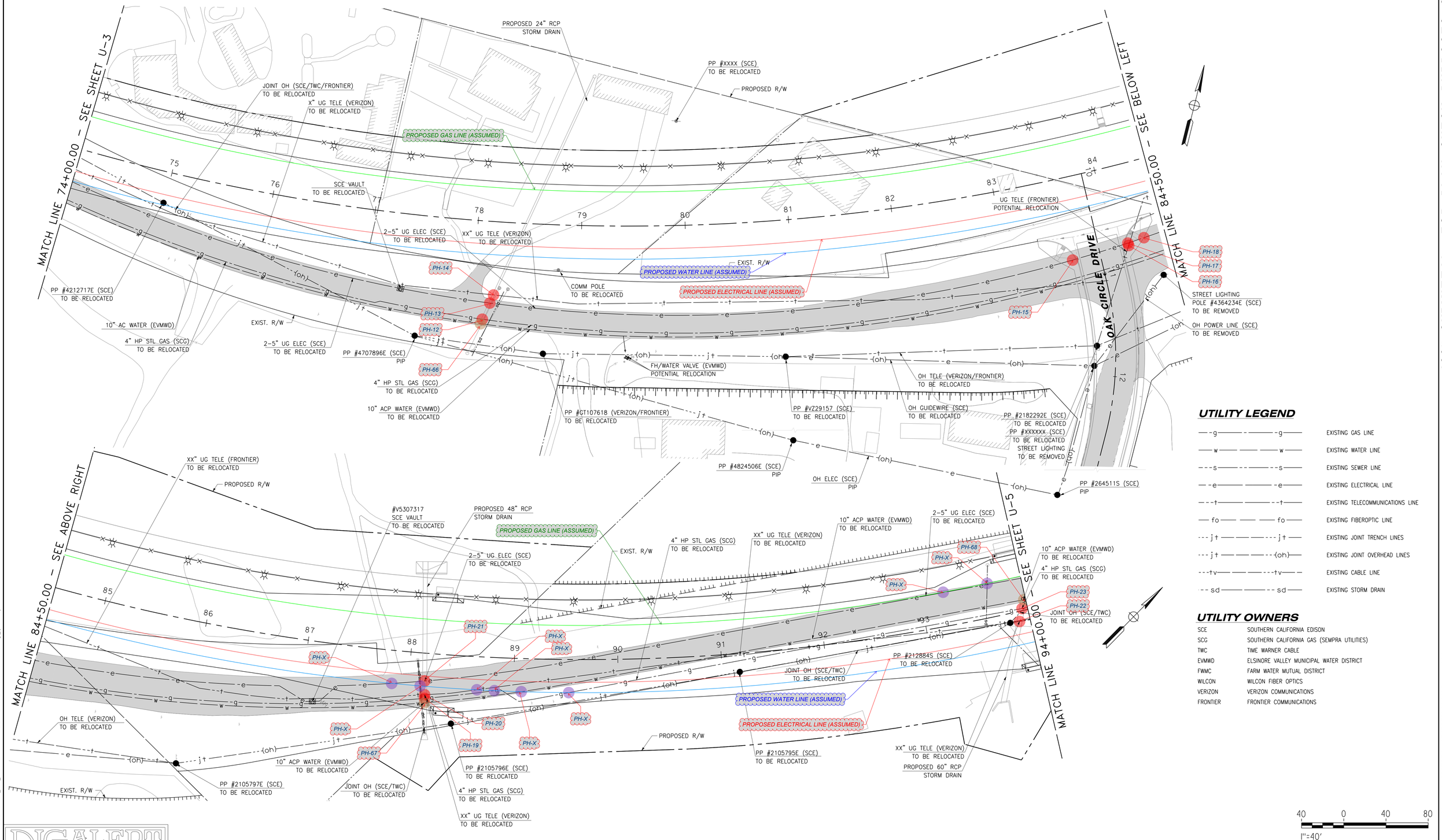

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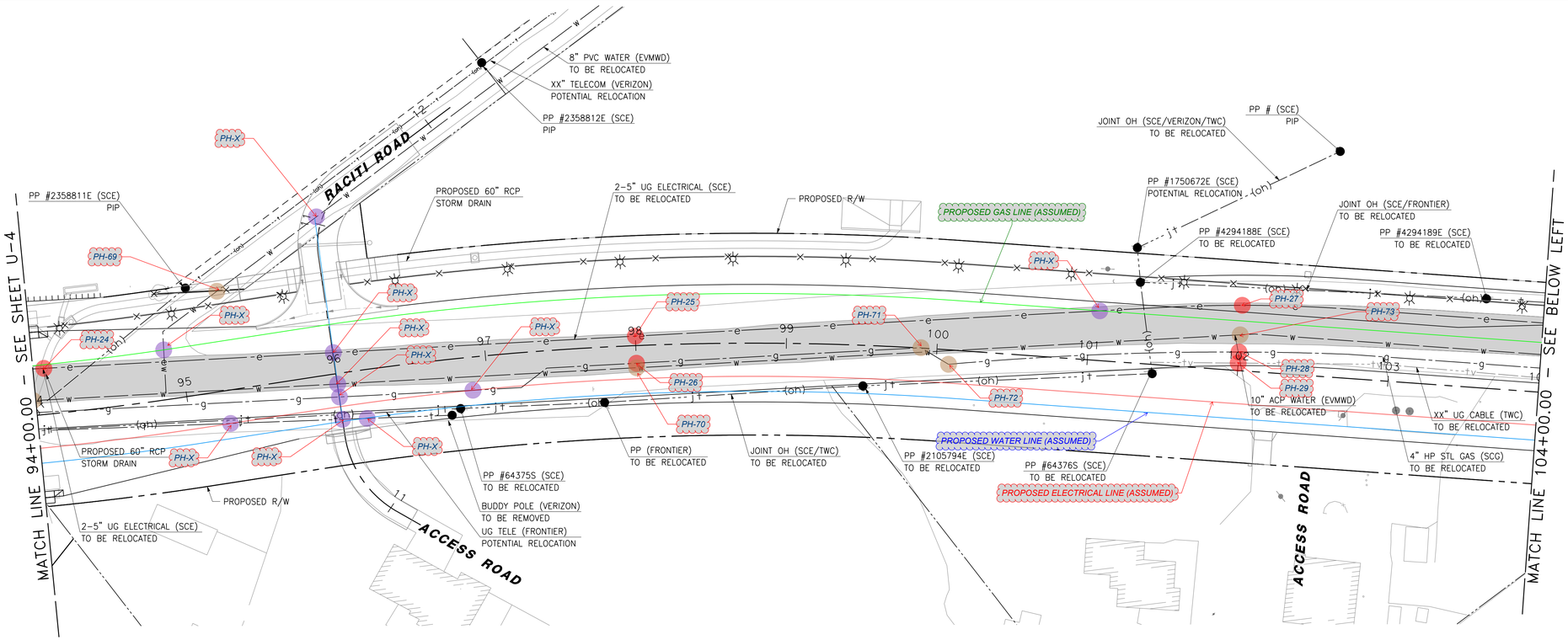

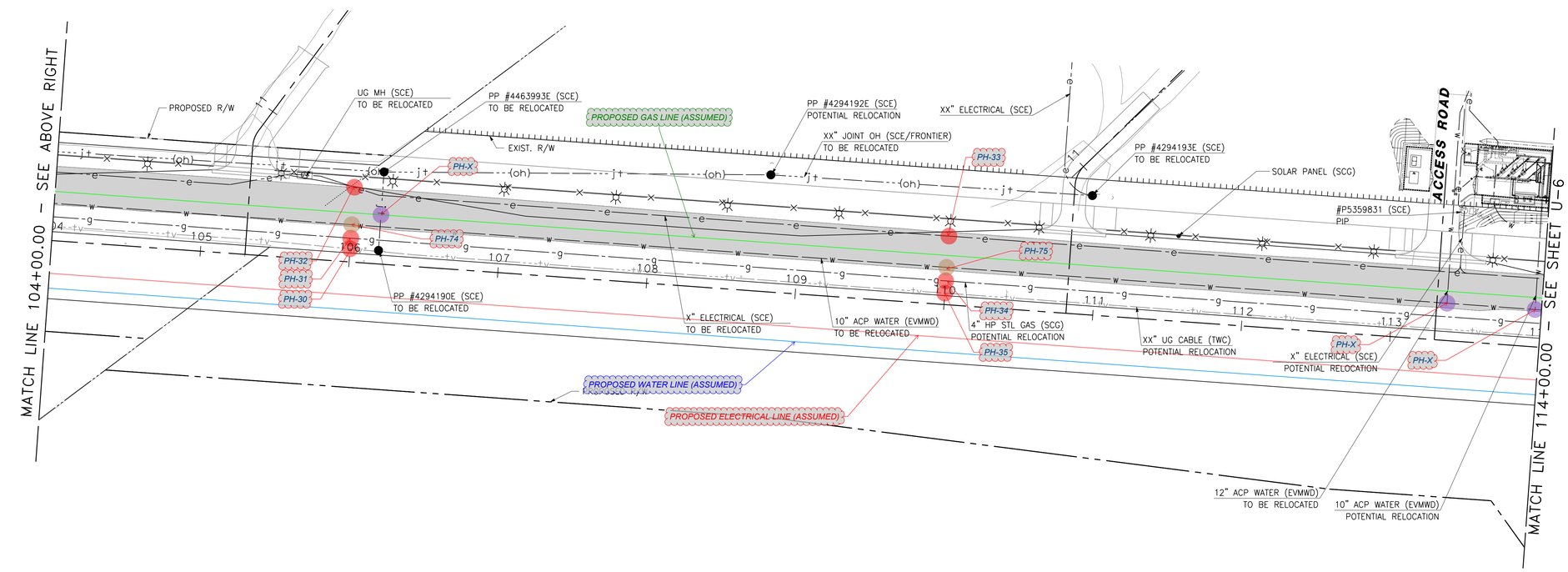

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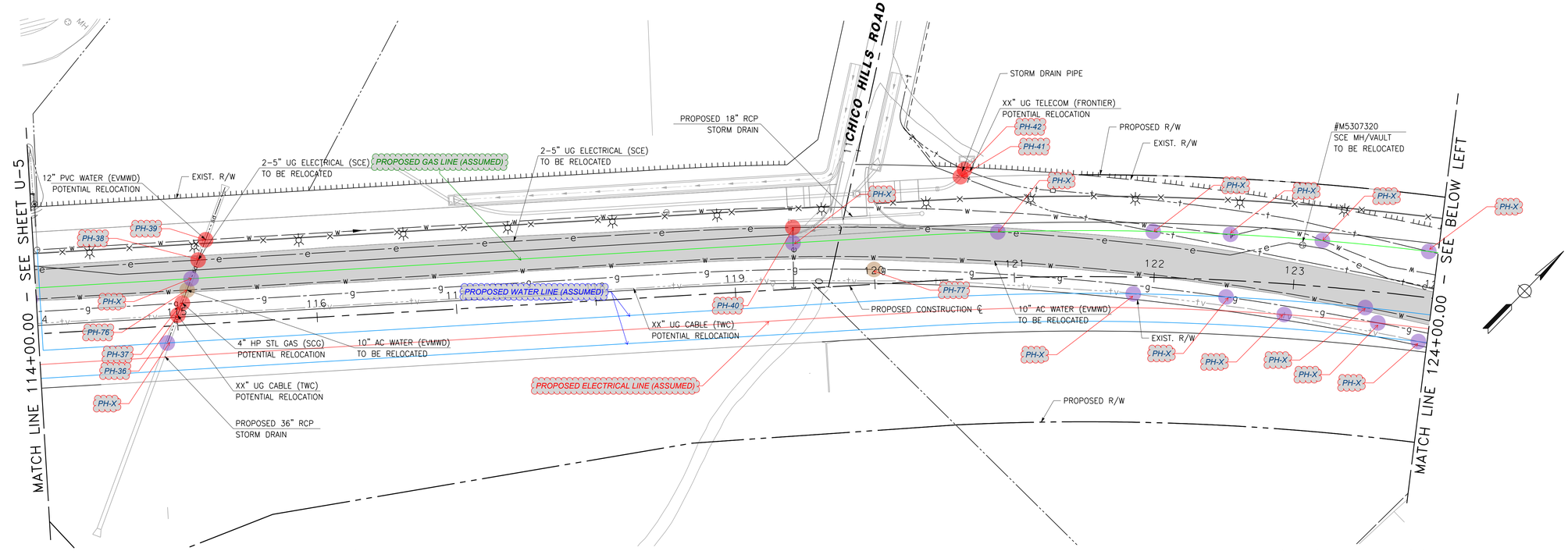

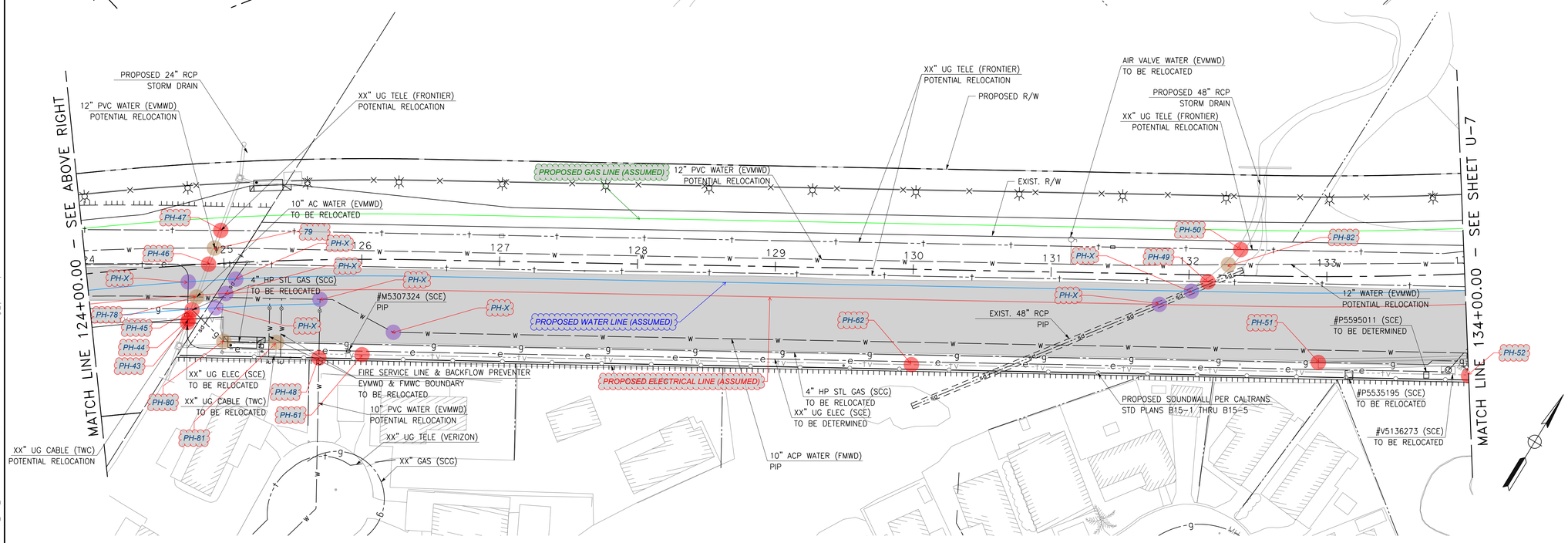

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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:
REGISTERED PROFESSIONAL ENGINEER No. CIVIL STATE OF CALIFORNIA

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

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

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
EXISTING UTILITY COMPOSITE PLAN

SHEET No. 68 OF
U-6

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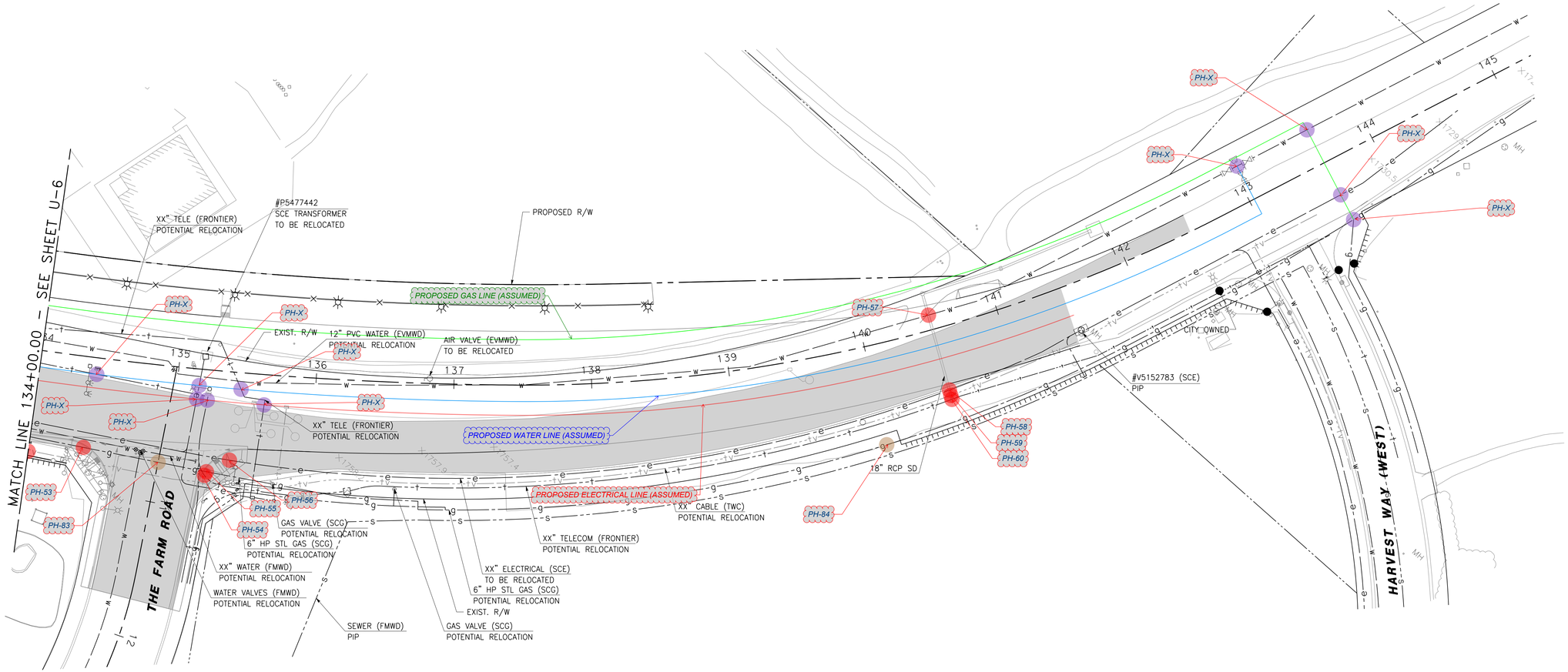
DESIGNED BY: PARSONS CHECKED BY: HENG CHOW

NOT FOR CONSTRUCTION



UTILITY LEGEND

—-g———-———-g———	EXISTING GAS LINE
——w——— ——— ———w———	EXISTING WATER LINE
---s———--———--s———	EXISTING SEWER LINE
—-e——— ———-e———	EXISTING ELECTRICAL LINE
---t——— ———--t———	EXISTING TELECOMMUNICATIONS LINE
—— fo——— ——— ——— fo———	EXISTING FIBEROPTIC LINE
---jt——— ——— ———---jt———	EXISTING JOINT TRENCH LINES
---jt——— ——— ———--(oh)———	EXISTING JOINT OVERHEAD LINES
---tv——— ——— ———---tv———	EXISTING CABLE LINE
--sd——— ———--sd———	EXISTING STORM DRAIN

UTILITY OWNERS

SCE	SOUTHERN CALIFORNIA EDISON
SCG	SOUTHERN CALIFORNIA GAS (SEMPRA UTILITIES)
TWC	TIME WARNER CABLE
EVMWD	ELSINORE VALLEY MUNICIPAL WATER DISTRICT
FWMC	FARM WATER MUTUAL DISTRICT
WILCON	WILCON FIBER OPTICS
VERIZON	VERIZON COMMUNICATIONS
FRONTIER	FRONTIER COMMUNICATIONS

40 0 40 80
1"=40'

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CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
EXISTING UTILITY COMPOSITE PLAN

SHEET No. 69 OF
U-7

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SECTION 2

DELIVERY SCHEDULE

Proposed Project Delivery Schedule

Our proposed project delivery schedule will include standard 3-week review time by EVMWD for each submittal and will include any design and/or review meetings, when necessary.

- From NTP – 3 months to 60% Submittal
- From receiving 60% submittal review – 1 month to 90% submittal
- From receiving 90% submittal review – 1 month to 100% submittal.

SECTION 3

PROPOSED STAFF RESUMES

Team Composition

Our team is comprised of the following highly experienced key staff. Please refer attached resumes for detailed qualifications and proven experience. They will be supported by Moses Olivarez is performing Utility Coordination.

- William (Bill) Lu, PE
- Handoyo Suwandhaputra, PE, QSD, LEED AP
- Ike Chung, PE, QSD
- Catherine Mireles

WILLIAM (BILL) LU, PE

PROGRAM DIRECTOR

William (Bill) Lu has extensive experience in water and wastewater engineering with primary involvement in facility planning, engineering studies, design, and construction management of water and wastewater pipelines, pumping stations, and treatment plants. The breadth of his experience includes water treatment plants up to 540 million gallons per day, wastewater treatment plants up to 350 million gallons per day, and more than 50 miles of pipelines, 25 pumping stations, 30 reservoirs, and 10 groundwater production wells.

Bill's projects have received recognition and engineering awards from the American Society of Civil Engineers and the Consulting Engineers and Land Surveyors of California.

Firm
Parsons

Years of Experience
Total: 35

Education
- Master of Science, Environmental Engineering, Virginia Polytechnic Institute and State University, Blacksburg, VA, 1986
- Bachelor of Science, Chemical Engineering, Tunghai University, Taiwan, 1981

Registrations
- Professional Engineer-Civil, 49365, California

Certifications
- Project Manager Certification, Parsons

Work Experience

On-Call Services Contract and Task Order Manager. City of Los Angeles - Bureau of Engineering, Program, Process Engineering, and Construction Management Support Services, Los Angeles, California, United States. 12/2012-07/2017; 9/2017-7/2027.
Employer: Parsons
Parsons provided program management, project management, planning, design, and construction management services for wastewater- and stormwater-related projects, such as conveyance systems, pumping plants, storm drains, treatment facilities, and other wastewater facilities owned or planned by the City of Los Angeles. Bill managed task orders for providing engineering support services for project management, design engineering, and construction management tasks, including staff augmentation with up to 15 staff members and home office engineering support assignments.

Technical Advisor. Silicon Valley Clean Water, Front of Plant Design, Redwood City, California, United States. 06/2018-04/2021.
Employer: Parsons
Parsons is part of a fully integrated construction joint venture in this progressive design-build contract to design and construct a receiving lift station, a headworks facility, influent connector pipe, an odor control facility, electrical infrastructure improvements, and related civil/site work. The receiving lift pump station is a dry well installation equipped with six pumps fed by two separated manifolds. The pump station has an initial capacity of up to 76 million gallons per day with provisions for future expansion to up to 80 million gallons per day. This project is part of Silicon Valley Clean Water's Regional Environmental Sewer Conveyance Upgrade Program, and construction is scheduled for completion in 2022. Bill was responsible for performing quality control reviews of the civil design drawings and specifications and the hydraulic profiles for the treatment processes.

Technical Advisor. Elsinore Valley Municipal Water District, Elsinore Valley Regional Water Reclamation Facility Upgrade and Expansion, Lake Elsinore, California, United States. 09/2017-10/2021.
Employer: Parsons
Parsons is providing comprehensive condition assessment, design, permitting, and construction management support services for the Elsinore Valley Municipal Water District's Regional Water Reclamation Facility upgrade and expansion from a capacity of 8 million to 12 million gallons per day. The scope of work includes converting the existing distributed control system to a supervisory control and data acquisition system, conducting a plant-wide comprehensive condition assessment, designing reliability and redundancy upgrades to existing treatment processes, and providing a 4-million-gallon-per-day capacity expansion using membrane bioreactor and ultraviolet processes. Bill is responsible for performing quality control reviews of the civil design drawings and specifications and the hydraulic profiles for the treatment processes.

Project Manager, Iron Mountain and Gene Pumping Plants Water and Wastewater System Replacement Project, Task Order No. 4, Metropolitan Water District of Southern California, Los Angeles, California, United States. 12/2019-Present. Parsons has been engaged to design replacement systems for potable water and non-potable irrigation water distribution and wastewater collection and onsite wastewater treatment systems for Iron Mountain and Gene Pumping Plants along the Colorado Aqueduct. Bill served as the project manager.

Task Lead, Off-Site Facilities. Inland Empire Utilities Agency, Regional Plants 1 and 5 Liquids and Solids Treatment System Upgrades and Expansion, Chino, California, United States. 02/2016-10/2021.
Employer: Parsons
Parsons is providing a range of planning, design, and construction support services for expanding and upgrading the Regional Water Recycling Plant 5, which includes a 30-million-gallon-per-day liquid treatment using a membrane bioreactor and ultraviolet processes and a 40-million-gallon-per-day biosolids management system, including thickening, anaerobic digestion and biosolids dewatering, food waste treatment, and cogeneration upgrades (as part of the Renewable Energy Recovery Project) to maximize electrical efficiency and heat recovery within the complex and implement innovative power generation and energy management technologies. The project also includes decommissioning, replacing, relocating, and constructing new off-site facilities, including sewage lift stations, force mains, brine lines, and recycled water conveyance pipelines. Parsons is also completing the preliminary design to expand and upgrade Regional Plant 1, which includes retrofitting a 40-million-gallon-per-day membrane bioreactor system into the existing plant, solids-handling systems, and advanced water treatment alternatives to accommodate anticipated regulatory requirements for recycled water reuse. Technologies include multimedia deep bed filtration, cloth media filtration, membrane bioreactors, disinfection with a liquid hypochlorite system, disinfection with an ultraviolet system, and storage and pumping of reclaimed water. Bill serves as the off-site facilities and recycled water task lead for the project.

Project Manager. City of Los Angeles - Bureau of Engineering, HTP "G" Street Pipeway Corrosion and Structural Rehabilitation Project, Los Angeles, California, United States. 02/2013-10/2015.
Employer: Parsons
Parsons provided program and construction management services for the "G" Street pipeway corrosion and structural rehabilitation project for the Hyperion Water Reclamation Plant. Work included providing oversight and quality control for compliance with the latest building code for a structural capacity analysis, a corrosion evaluation, and structural design for rehabilitation of the 1,450-foot-long, 12-foot-wide "G" Street pipeway, an overhead pipe rack used to support pipelines conveying digester gas, steam, and other utilities since the mid-1990s. The two-level space frame pipeway structure consisted of vertical and horizontal trusses made of structural steel W-sections and angles supported by cantilevered steel pipe columns on drilled pier foundations spaced at 20 to 25 feet on center. A corrosion condition assessment identified numerous locations of corrosion damage totaling 3,102 feet, which formed the basis for the final design to rehabilitate the pipeway. The final design for the pipeway rehabilitation included refurbishment of the steel pipe rack structures and piping, equipment, and appurtenances supported by the pipe rack. Refurbishment work included repairing and replacing the pipeway structural members and connections, replacing corroded pipe supports and valves, cleaning the surface of existing stainless pipelines, providing temporary containment systems, removing existing paint, preparing the surface, applying the coating, and painting existing pipeway structures and pipelines.

Project Manager. Guam Waterworks Authority, Central Guam Reservoir Design, Barrigada, Guam, United States. 6/2011-10/2013.
Employer: Parsons
Parsons provided the preliminary and final design for two 2.0-million-gallon AWWA D110 Type I strand-wound prestressed concrete tanks, 96 feet in diameter and with a 40-foot maximum water depth, to replace an existing 2.0-million-gallon steel tank. The project started with the evaluation and design of a 2.0-million-gallon prestressed concrete water storage reservoir to replace an existing damaged 2-million-gallon steel water tank at the same location of the existing tank. Guam Waterworks Authority owns approximately 30 welded-steel-construction water storage tanks. With the island's extremely corrosive environment, there can be issues in properly maintaining the steel tanks due to the year-round high humidity and demand on the system. As a tropical island subject to large seismic events, Guam presents unique challenges to any water storage structures. To assist with selecting the appropriate type and design of the tank

for the Central Guam Water Reservoir, Parsons evaluated alternative prestressed concrete water tanks during the preliminary design, including AWWA D110 wire- and strand-wound circular, prestressed concrete water tanks, and AWWA D115 tendon-prestressed concrete water tanks. The AWWA D110 Type I tank was selected because it has the appropriate design features for the corrosive environment and seismic attributes of Guam. Based on Parsons' evaluation and recommendations, Guam Waterworks Authority decided to have two 2.0-million-gallon strand-wound prestressed concrete tanks constructed to serve its northern distribution system. Design services included preparing plans, specifications, and estimates, including design calculations, a construction schedule, a topographic survey and mapping, geotechnical engineering, a hazardous materials survey, construction documents, design drawings in AutoCAD, and relevant permits. Bill served as project manager for the project.

Lead Civil Engineer. City of Visalia, Water Conservation Plant Upgrades and Expansion, Visalia, California, United States. 11/2009-05/2020.
Employer: Parsons
Parsons provided the design of upgrades to and an expansion of the City's 22-million-gallon-per-day water conservation plant with a future capacity of 26 million gallons per day for nitrification and denitrification to produce high-quality recycled water encompassing an extensive distribution system. Work included converting an existing activated sludge plant to a membrane bioreactor facility using existing tankage to the extent possible and an ultraviolet disinfection system. Biosolids were thickened using gravity belt thickeners anaerobically digested using two-phase digestion and dewatered on screw presses. The project also involved a biological odor control system. The membrane bioreactor system (hollow fiber), screw presses, ultraviolet system, diffusers, blowers, and microturbines were preselected competitively and incorporated into the design. Bill served as civil design lead for the project.

Project Manager. City of Los Angeles Bureau of Engineering, Hyperion Water Reclamation Plant Parking Structure Preliminary Structural Evaluation, Los Angeles, California, United States. 4/2014–8/2014
Employer: Parsons
Project involved a visual inspection and preliminary structural evaluation, including examining cracking patterns associated with temperature cycles, shrinkage, shear loads, elastic loads, and elastic shortening, which could cause cracking in the post-tensioned concrete parking structure constructed in 1991. A 3D finite element model of the parking structure was developed using SAP2000 software to simulate the approximate geometry and stiffness of the structure and to evaluate structural integrity, compliance with the latest building codes, and serviceability. Bill served as project manager for the project.

Project Manager. City of Los Angeles Bureau of Engineering, DCT Multipurpose Office and Building Project, Donald C. Tillman Water Reclamation Plant, Van Nuys, California, United States. 02/2012-09/2012
Employer: Parsons

Project involved architectural and engineering services on an accelerated schedule for developing design-build bridging contract documents, including design criteria plans and specifications, for a two-story, 17,630-square-foot building meeting the Leadership in Energy and Environmental Design (LEED) Gold requirements. Bill's responsibilities included leading the project team that provided civil, architectural, structural, mechanical, and electrical plans and specifications addressing the functional requirements of the project and the expectations of the building use and operations to meet the client's accelerated project schedule. The conceptual design of the new building facility received approval by the City of Los Angeles Cultural Affairs Commission.

Technical Advisor. City of Tulare, Domestic Wastewater Treatment Plant Expansion Design, Tulare, California, United States. 07/2009-05/2011.
Employer: Parsons
Parsons provided design and engineering services during construction for upgrading and expanding the Tulare Domestic Wastewater Treatment Plant. The project was designed to increase the domestic treatment plant capacity from 6 million to 8 million gallons per day. The scope of services included assisting the City of Tulare with optimizing the performance of its existing Domestic Wastewater Treatment Plant and designing a reliable nitrification/denitrification process to help meet stringent discharge requirements. Work included providing a detailed design of the new expansion facilities for two treatment scenarios (6- and 8-million-gallon-per-day upgrades and expansion) and planning the layout and facilities to

enable future expansion of the site while complying with the time schedule. Biosolids were treated by gravity belt thickeners, anaerobic digestion, and solar drying beds. Design services included process engineering and modeling; civil, mechanical, structural, electrical, and instrumentation and controls engineering; cost estimating; corrosion protection; and sustainability. Bill's responsibilities included performing qualify control reviews of the hydraulic profiles for the treatment processes.

Technical Advisor. City of Los Angeles - Bureau of Engineering, Machado Lake Ecosystem Restoration, Los Angeles, California, United States. 02/2010-11/2010.
Employer: Parsons
The Machado Lake Rehabilitation project was Phase II of the Machado Lake Integrated Water Quality and Habitat Improvement Program. The overall goals of the Machado Lake ecosystem rehabilitation were to improve the water quality conditions, visual aesthetics, and biological diversity of the ecosystem to attain and sustain its desired uses and characteristics (i.e., wildlife habitat, environmental education, and recreational fishing) and to meet total maximum daily load requirements and other water quality targets. Parsons provided integrated ecological and engineering strategies and solutions involving watershed-based management approaches, in-lake rehabilitation techniques, riparian system enhancements, and treatment best management practices at strategic areas in the park.

Technical Advisor. City and County of Honolulu, Wahiawa Wastewater Treatment Plant Improvements, Wahiawa, Hawaii, United States. 09/2009-08/2010.
Employer: Parsons
Parsons provided engineering services during construction for upgrades to Wahiawa Wastewater Treatment Plant and the effluent reuse system on Central Oahu. Work involved upgrading the existing 2.5-million-gallon-per-day conventional activated sludge plant to a membrane bioreactor plant process immersed flat sheet membranes. The membrane bioreactor process was used to produce effluent water meeting Hawaii's R-1 recycled water requirements. A low-pressure, high-intensity ultraviolet system was used for disinfection before effluent reuse and discharge into a reservoir. Solids-handling facilities such as gravity belt thickeners were also included in the design. Almost all existing structures were used or retrofitted for process or flow equalization because of very high seasonal and diurnal variations in flow. Bill served as project manager for the project.

Technical Reviewer. DeKalb County Public Works Department, Snapfinger and Pole Bridge Advanced Wastewater Treatment Facilities Construction Management, Decatur and Lithonia, Georgia, United States. 03/2008-08/2017.
Employer: Parsons
Parsons provided design services to upgrade and expand two metropolitan Atlanta (DeKalb County) advanced wastewater treatment facilities. The Snapfinger plant's capacity was increased from 36 to 59 million gallons per day, and the Pole Bridge plant's capacity was increased from 20 to 34 million gallons per day. Design services included a new supervisory control and data acquisition system merging the new instrumentation and controls systems of the two facilities to form an integrated control system to optimize plant operations with peak flow shaving, power monitoring, aeration, and large motor management, enhancing environmental sustainability. Bill was a technical reviewer on the project.

Lead Engineer. Metropolitan Water District of Southern California, Weymouth Filtration Plant Oxidation Retrofit Program, La Verne, California, United States.
Employer: Carollo Engineers
Project involved performing a site engineering study, preliminary design, and final design for an oxidation retrofit program for the Weymouth Filtration Plant. Work included adding ozonation pretreatment processes to the 520-million-gallon-per-day treatment plant. Facilities included ozone generation; ozone contactors; liquid oxygen, sulfuric acid, hydrogen peroxide, sodium hypochlorite, and sodium hypochlorite storage; electrical switchgear and switchyard; chemical delivery rail spurs; a railroad yard; 15-foot-wide by 13-foot-high reinforced concrete box conduits; a 144-inch-diameter influent pipeline; a 96-inch-diameter rejection pipeline; a 36-inch-diameter wash water return pipeline; and 18- to 42-inch-diameter storm drain pipelines. Site improvements included site security improvements, secured plant entry roadway improvements for maneuvering, and chemical delivery truck staging and inspections. Bill served as the project manager for the project.

Project Manager. Yorba Linda Water District, Hidden Hills Reservoir and Santiago Booster Pump Station, Yorba Linda, California, United States.
Employer: Carollo Engineers
Project involved designing a 2.0-million-gallon reservoir and modifications to a booster pump station, including a dual-basin buried reinforced concrete reservoir, 1,500 feet of 12-inch-diameter inlet/outlet pipeline, 2,500 feet of 18-inch-diameter storm drain, 1,500 feet of paved access road on a natural knoll, and replacing two existing booster pumps with two 400-gallon-per-minute vertical turbine pumps and a new programmable logic controller at the Santiago Booster Station. The booster station supplied water to the new Hidden Hills Reservoir. A key element of the project was development of a computer fluid dynamic model for a mixing analysis to promote water circulation in the reservoir. Bill served as the project manager for the project.

Project Manager. Yorba Linda Water District, Highland Reservoir Replacement, Yorba Linda, California, United States.
Employer: Carollo Engineers
Project involved evaluating a reservoir site, developing reservoir alternatives, and preparing a preliminary design report to replace an existing 4.5-million-gallon concrete reservoir with a new reliable, flexible water storage facility at the same location enabling the district to maximize water storage on the site. Site plans and alternative reservoir configurations up to 9.0 million gallons of storage capacity were developed. Bill served as the project manager for the project.

Project Manager. Yorba Linda Water District, Highland Reservoir Replacement, Yorba Linda, California, United States.
Employer: Carollo Engineers
Project involved final design and construction management of a 6.0-million-gallon buried concrete reservoir to replace an existing 4.5-million-gallon concrete reservoir built in 1911. Work included demolishing the existing concrete reservoir and metal roofing and constructing two bolted steel tanks to provide 1.0 million gallons of interim storage to maintain uninterrupted water service to the distribution systems during construction of the new concrete reservoir. Bill served as the project manager for the project.

Project Manager. Elsinore Valley Municipal Water District, El Toro Transmission Main, Lake Elsinore, California, United States.
Employer: Carollo Engineers
Project involved designing 9,290 feet of 12- to 16-inch-diameter ductile iron pipelines. Bill served as the project manager for the project.

Project Manager. City of Banning, Water System Hydraulic Modeling, Banning, California, United States.
Employer: MWH
Work included evaluating and allocating current water demands; developing projected water demands based on land use and population estimates; determining average day, maximum day, and peak hour demands; developing typical daily demand variations; reviewing water supply sources; and evaluating the city's needs for new and additional water supply. The scope of work included reviewing and evaluating current and future operational, emergency, and fire storage requirements to determine the need for additional storage and appropriate location of new reservoirs; developing a computer hydraulic model of the city's water system using H2ONET software to analyze existing facilities and evaluate future facility requirements, including field calibrating the model with actual flow and pressure monitoring data; and analyzing model runs to determine distribution system deficiencies and recommend new facilities, existing facility improvements, and other measures to meet established water system service criteria for developing future capital improvement projects. Bill served as project manager for the project.

Project Engineer. South Montebello Irrigation District, Two New Reservoirs, Montebello, California, United States.
Employer: MWH
Project involved design and construction management of two 750,000-gallon water storage reservoirs. Work included a California Environmental Quality Act initial study, negative declaration, preliminary engineering design, final design, and construction management services. The two welded steel tanks replaced an existing elevated steel tank adjacent to the two new tanks. Design included site planning, tank sizing, grading, paving, yard piping, and valves. Construction of the two reservoirs was completed without change orders. Bill served as project engineer for the project.

Project Engineer. City of Chino, New Concrete Reservoir No. 5, Chino, California, United States.
Employer: MWH
Project involved design and construction management of a 7.0-million-gallon prestressed concrete reservoir. The partially buried concrete reservoir had a side water depth of 32 feet and inside diameter of 194 feet. The site plan, including grading and surface drainage, was designed to allow a second 7.0-million-gallon reservoir to be constructed at the site with minimum grading effort. An inlet riser in the reservoir was designed to maintain the required minimum back pressure on the discharge control valve of an energy recovery hydroelectric station at the reservoir site. Design of the reservoir overflow pipeline, which discharged to the San Bernardino County flow control drain channel, used the siphon principle to maximize the discharge rate in the event of an overflow, with an air gap at the end of the overflow pipe to prevent any backflow and potential cross connections. Bill served as project engineer for the project.

Project Engineer. Massachusetts Water Resources Authority, Two New Reservoirs, Boston, Massachusetts, United States.
Employer: MWH
Project involved designing two 12.5-million-gallon prestressed concrete reservoirs to replace an existing open reservoir. Water quality issues tied to covered storage were addressed to consider adding a future satellite chlorination facility coupled with excessive detention times in the tanks. A computer model using computer fluid computation simulations was prepared to evaluate different inlet/outlet orientations and baffle configurations to provide uniform flow streams within the tanks and prevent nitrification. The final design included a full-height redwood baffle with 4 percent porosity located 39 feet from the reservoir inlet, which would decrease the velocity through the center of the reservoir, allowing flow along the walls to catch up, providing uniform flow along the cross-sectional area of the reservoir. Bill served as project engineer for the project.

Project Engineer. City of Riverside, Tilden, Van Buren, and University City Reservoirs, Riverside, California, United States.
Employer: MWH
Project involved design and construction management of a 3.0-million-gallon circular prestressed concrete reservoir, a 7.5-million-gallon reinforced concrete reservoir, and a 10-million-gallon reinforced concrete reservoir. All three reservoirs were fully buried. During the preliminary design phase, issues studied and addressed included reservoir dimensions and configurations, seismic safety, geotechnical characteristics, construction material and techniques, economics, constructability, site restraints, landscape requirements, site security, operating flexibility, and overflow discharges. The resulting decisions were finalized with the owner's consent and incorporated into final design of the three buried reservoirs. Bill served as project engineer for the project.

Project Manager. City of Arcadia, St. Joseph Reservoir No. 1, Arcadia, California, United States.
Employer: MWH
Project involved design and construction management of a 5.0-million-gallon, partially buried, reinforced concrete reservoir to replace the existing 3.0-million-gallon St. Joseph Reservoir No. 1 to maximize water storage on site. The rectangular reservoir was 192 feet long and 168 feet wide with a side water depth of 20.5 feet to match the high water elevation of the adjacent St. Joseph Reservoir No. 2. The reservoir served Zone 4 by floating on the system and served as a forebay for the adjacent St. Joseph Booster Station to serve upper Zone 3. The reservoir outlet connecting to the suction manifold of the booster pumping station was designed to minimize vortex formation and air entrapment, thereby protecting the pumps. The project also included demolishing an existing groundwater production well, two booster stations, a chlorination station, and the existing 3.0-million-gallon concrete reservoir. Bill served as project manager for the project.

Project Manager. Palmdale Water District, Clearwell Design and Construction, Palmdale, California, United States.
Employer: MWH
Project involved design and construction management for a 6.0-million-gallon clearwell that received water from the Palmdale Water Treatment Plant. To meet the CT disinfection requirements (residual disinfectant concentration [mg/L] multiplied by contact time [minutes]) under the Surface Water Treatment Rule, a computational fluid dynamics model was prepared to evaluate different baffle layouts and configurations and simulate the flow patterns in the clearwell. A baffle configuration that maximized the T10 value was selected. In consideration of the project site's proximity to the San Andreas Fault, polypropylene membrane baffles suspended under the roof beams and rafters with stainless steel cables

were designed and installed. The baffle system design used the tank columns and walls to provide lateral support for the baffles, thus minimizing construction costs associated with baffle installation. Design and construction of the clearwell conformed to American Water Works Association Standard D-100 for welded steel tanks with modifications to enhance the tank structure and foundation integrity. Bill served as project manager for the project.

Project Engineer. City of Pomona, Reservoir No. 4B, Pomona, California, United States.
Employer: MWH
Project involved refurbishing Reservoir No. 4B, including replacing joint sealant, repairing concrete cracks, and repairing damaged concrete joints on an aboveground circular precast concrete reservoir. Bill served as project engineer for the project.

Project Engineer. Southern California Water Company, Vinnell Reservoir Rehabilitation, San Dimas, California, United States.
Employer: MWH
Project involved installing a new aluminum roof and support structures to replace an existing wood roof, replacing joint sealant in concrete floors and slopes, and repairing concrete cracks on a partially buried reinforced concrete reservoir. Bill served as project engineer for the project.

Project Engineer. Los Angeles Department of Water and Power, Reservoir Alternative Evaluation, Los Angeles, California, United States.
Employer: MWH
Project involved investigating different construction materials and techniques for constructing two 10-million-gallon reservoirs. Evaluated reservoir alternatives included wire-wound prestressed concrete reservoirs with metal roofs, internal tendon prestressed concrete reservoirs with metal roofs, and welded steel tanks. Reservoir construction costs and maintenance expenses were prepared. Based on these costs and the assumed reservoir economical useful life, probable life-cycle costs for the alternatives were developed to determine the most economical reservoir alternative. Bill served as project engineer for the project.

Project Engineer. City of Pittsburgh, Lanpher Reservoir Rehabilitation, Pittsburgh, Pennsylvania, United States.
Employer: MWH
Project involved designing a reservoir cover where the total normal water surface to be covered was approximately 15.8 acres, with a water depth of 36 to 38 feet. The reservoir had been in service for more than 90 years and consisted of two concrete-lined prismoidal-shaped basins separated by a mid-height concrete center wall. The project included preliminary and detailed designs for polypropylene flexible-membrane covers and Hypalon linings for the 135-million-gallon water storage reservoir. Field and laboratory tests were conducted to determine embankment stability and concrete lining integrity. A preliminary design report was prepared to evaluate floating cover alternatives, determine the capability of the concrete liner to accommodate the floating cover, and identify improvements necessary to ensure continuous services. A weight-stressed floating cover, together with replacing and repairing the concrete lining were recommended. Final design included constructing an embankment in the center of the reservoir using the mid-height concrete wall as a core within the embankment to allow the owner to use one basin while the other basin was drained for maintenance. Plans and specifications were also prepared for a new Hypalon liner and polypropylene cover for both basins. Bill served as project engineer for the project.

Project Engineer. San Diego County Water Authority, Reservoir Design and Construction, San Diego, California, United States.
Employer: MWH
Project involved design and construction management of an 18-million-gallon, buried reinforced concrete reservoir located in Mission Trails Park and serving as a flow regulatory structure providing operation and contingency storage of treated water in the district's 96-inch-diameter aqueduct system. The flow regulatory structure alternatives, structural components, and cost estimates were addressed in the preliminary design phase. Final design included a fully buried rectangular reinforced concrete structure with a hopper bottom, an access building, 72-inch-diameter inlet and outlet pipelines, valve vaults, an energy-dissipating structure, and electrical, instrumentation, and controls. The project received

an Outstanding Civil Engineering Project Award from the American Society of Civil Engineers San Diego Section in 1997. Bill served as project engineer for the project.

Design Peer Reviewer. City of Los Angeles Department of Water and Power, Hollywood Water Quality Improvement, Hollywood, California, United States.
Employer: MWH
Project involved improving water quality for the city. Bill reviewed drawings and specifications prepared by the City of Los Angeles Department of Water and Power, including two 30-million-gallon fully buried prestressed concrete tanks, mechanical piping, 72-inch transmission pipelines, and 10-foot-diameter tunneling.

Project Manager. City of Santa Maria, Water Storage Reservoir, Santa Maria, California, United States.
Employer: MWH
Project involved design and construction support for a 7.0-million-gallon water storage reservoir, a partially buried reinforced concrete reservoir with an aluminum roof and wood roof frames adjacent to two existing 6.0- and 7.0-million-gallon reservoirs. The aluminum roof was supported by wood truss joists made of American yellow cedar. Separate inlets and outlets in the reservoir were designed to promote water circulation. The city was required by the California Department of Health Services to turn over water stored in the existing reservoirs on a weekly basis to avoid nitrification resulting from chloramines contained in the water. Design of reservoir level controls, sensing devices, and valve controls allowed the owner to select any elevation in the reservoir as a high water operating level, which provided the flexibility to operate the reservoir together with the two adjacent reservoirs during turnovers and the capability to preserve excess water when overflows occurred from either of the other two reservoirs. Bill served as project manager for the project.

Project Manager. City of Westminster, Reservoir Design and Construction Management, Westminster, California, United States.
Employer: MWH
Project involved design and construction management of two 8.0-million-gallon reservoirs. The reservoirs were welded steel tanks with a 185-foot inside diameter and a 40-foot side water depth, designed in accordance with the American Water Works Association Standard D-100. To provide a stable foundation for the two reservoirs, approximately 800 stone columns were installed to a depth of 32 feet deep below ground surface to protect the flood control channel and stormwater detention basin along the north and south boundaries of the reservoir site. The site was also preloaded with 66,000 cubic feet of soils to improve the subsurface soil condition. The project included a 2,500-gallon-per-minute groundwater production well, a 9,300-gallon-per-minute booster pumping station, and pipelines. Bill served as project manager for the project.

Project Engineer. City of Torrance, Reclaimed Water Plan, Torrance, California, United States.
Employer: MWH
Project involved a reclaimed water service plan. Bill served as project engineer for a reclaimed water market assessment, distribution system modeling and analysis, a reclaimed water service plan, and project economics.

Project Manager. City of Burbank, Lockheed B-1/B-199 Reclaimed Water System, Burbank, California, United States.
Employer: MWH
Project involved preparation of a preliminary engineering report identifying potential Phase C reclaimed water users, including a cemetery, parks, schools, greenbelts, and future commercial centers, and analyzing three pipeline alignments for delivering reclaimed water from the Burbank Water Reclamation Plant to Phase C1 and C2 users. A computer model for the city's reclaimed water system, including Phases A (DeBell reclaimed water system) and C, was prepared to simulate the supply and demand variations in a 24-hour period to determine adequate pipeline sizes and to explore the hydraulic feasibility of implementing the Phase C reclaimed water system. An implementation plan was presented for expansion of the city's reclaimed water service area to include future commercial development at the Lock B-1/B-199 sites. Bill served as project manager for the project.

Project Manager. City of Burbank, DeBell Reclaimed Water System, Burbank, California, United States.
Employer: MWH
Project involved a preliminary engineering study, design, and construction management of approximately 17,000 feet of 16-inch-diameter ductile iron reclaimed water transmission pipelines, two 600- and 400-horsepower in-line booster

stations, two AWWA D100 steel water storage tanks, on-site conversions, conversion of two 500,000-gallon domestic water storage tanks to reclaimed water storage tanks, and upgrade of the existing water reclamation plant effluent pumping station. Work included on-site conservation of potable water service pipelines to reclaimed water service pipelines at six reclaimed water user sites, including schools, golf courses, parks, and a landfill. Other project tasks included preparation of California Environmental Quality Act environmental documents, a Title 22 engineering report, and state water reclamation loan applications; assisting with system start-up; training operators; and developing an operations and maintenance manual. Bill served as project manager for the project.

Assistant Program Manager. City of Pasadena, Water Reclamation Program, Pasadena, California, United States.
Employer: MWH
Project involved planning and design of two 3.5-million-gallon reservoirs, 33 miles of 6- to 36-inch-diameter transmission and distribution pipelines, and on-site conversion of approximately 80 reclaimed water users. The pipelines delivered reclaimed water from Scholl Canyon to reclaimed water users in Pasadena. Work included water quality modeling, an economic and funding study and analysis, a Title 22 engineering report, a California Environmental Quality Act environmental study, a hydraulic network analysis, and public meetings. Bill served as assistant program manager for the project.

Project Engineer. City of Pomona, Vertical Turbine Pumping Station, Pomona, California, United States.
Employer: MWH
Project involved design and construction management of a 200-horsepower vertical turbine pumping station. Bill served as project engineer for the project.

Project Engineer. Irvine Ranch Water District, Vertical Turbine Pumping Station, Irvine, California, United States.
Employer: MWH
Project involved designing a 150-horsepower vertical turbine pumping station. Bill served as project engineer for the project.

Project Engineer. Orange County Water District, Anaheim Lake, Kraemer Basin, and Miller Basin Pumping Stations, Fountain Valley, California, United States.
Employer: MWH
Project involved design and construction management of the 1,180-horsepower, 51,000-gallon-per-minute Anaheim Lake pumping station; the 885-horsepower, 22,400-gallon-per-minute Kraemer Basin pumping station; and the 200-horsepower, 9,000-gallon-per-minute Miller Basin pumping stations using submersible pumps to dewater the groundwater recharge basins. Bill served as project engineer for the project.

Project Engineer. City of San Diego, Water Repurification, San Diego, California, United States.
Employer: MWH
Project involved preliminary design of a 2,700-horsepower, 18-million-gallon-per-day (12,600 gallons per minute at 680 feet total dynamic head) repurified water pumping station, consisting of three variable-speed drive pumps and one constant-speed drive pump. Water repurification included a 20-million-gallon-per-day advanced water purification treatment plant, an 18-million-gallon-per-day booster pumping station, and approximately 23 miles of pipelines. Bill served as project engineer for the project.

Project Engineer. Santa Ana Watershed Project Authority, Chino Basin Desalination Program Groundwater Production Well Facilities, Riverside and San Bernardino Counties, California, United States.
Employer: MWH
Project involved designing groundwater production well facilities, including equipping 11 new groundwater production wells using vertical turbine deep well pumps, which produced groundwater to be collected and treated at the water treatment plant designed and constructed as a part of the project. All well pumps were made of stainless steel because of the high corrosivity of the groundwater. Bill served as project engineer for the project.

Project Manager. City of Fountain Valley, Well No. 12, Fountain Valley, California, United States.
Employer: MWH
Project involved equipping well No. 12, consisting of a 300-horsepower, 3,000-gallon-per-minute vertical turbine deep well pump and wellhead chlorination and fluoridation treatment facilities housed in a masonry building. Project facilities

included a hydraulic cylinder-actuated pump control ball valve, a cyclone desander, a rate-of-flow control valve, an on-site sodium hypochlorite generator, hypochlorite and fluoride solution storage tanks, chemical solution feed pumps, and chemical piping. Bill served as project manager for the project.

Construction Manager. City of South Gate, Westside Reservoir, South Gate, California, United States.
Employer: MWH
Project involved construction of Westside Reservoir, including replacing two deep well pumps for wells No. 26 and 27, constructing two 1.66-million-gallon water storage steel tanks, a booster pumping station, a sodium hypochlorite disinfection facility, a standby diesel engine generator, and well collection pipelines. Bill also served as lead engineer providing third-party peer reviews of preliminary and final design drawings and specifications prepared by the city's design consultant.

Project Manager. Palmdale Water District, Pumping Station and Pipelines, Palmdale, California, United States.
Employer: MWH
Project involved design and construction management of a 1,150-horsepower, 28-million-gallon-per-day pumping station and 42-inch-diameter cement mortar-lined and -coated welded steel pipelines. The pumping station consisted of two sets of vertical turbine pumps in pump barrels conveying water from a new clearwell to existing reservoirs in two pressure zones (three pumps for each pressure zone), a standby diesel engine generator, and two hydropneumatic surge tanks. The pumps were equipped with either hydraulic cylinder-operated pump control ball valves or diaphragm pump control valves, depending on operational requirements. Bill served as project manager for the project.

Project Manager. City of Westminster, Booster Pumping Station, Groundwater Production Well, and Transmission Pipeline, Westminster, California, United States.
Employer: MWH
Project involved design and construction management of an 800-horsepower, 9,300-gallon-per-minute booster pumping station; a 3.6-million-gallon-per-day groundwater production well; and transmission pipelines. The booster pumping station consisted of four 3,300-gallon-per-minute vertical turbine pumps, including a standby pump, in pump barrels. The pumps were equipped with variable-speed drives drawing water from two 8.0-million-gallon reservoirs in response to system demands. Pressure-sustaining and rate-of-flow control valves were installed on the tank inlet off the pump station discharge pipeline to allow the tanks to be filled by the distribution system during low water demand periods when the pumping station was not in operation. A new water production well was equipped with a 200-horsepower, 2,500-gallon-per-minute vertical turbine deep well pump. An on-site sodium hypochlorite generator was designed to feed 0.8 percent sodium hypochlorite solution to disinfect well water and water discharged to the distribution system from the pumping station. Other facilities included a standby diesel engine generator, a hydropneumatic surge tank, a pipe storage building, and an office. The project also included design and construction of two 8.0-million-gallon steel tanks, 800 stone columns, and 66,000 cubic yards of soil surcharge. Bill served as project manager for the project.

Project Manager. City of Solvang, State Water Improvements, Solvang, California, United States.
Employer: MWH
Project involved design and construction management of a 1,300-gallon-per-minute vertical in-line package pumping station, a 1,000-gallon-per-minute vertical turbine pumping station, aqua ammonia feeding stations, and 5,600 feet of 12- and 16-inch-diameter polyvinyl chloride transmission pipelines. Adding aqua ammonia to the city's wellhead facilities converted the disinfectant in the city water distribution system from free chlorine to chloramines, which was compatible with chloramines contained in the imported water from the state water project. Bill served as project manager for the project.

Project Engineer. Cucamonga County Water District, Arthur H. Bridge Water Treatment Plant, Rancho Cucamonga, California, United States.
Employer: MWH
Project involved design and construction management of a 4.0-million-gallon-per-day water treatment plant. Work included designing continuous microfiltration units for treatment of surface water before distribution to the water distribution system. Other important project elements included designing strainers, chlorination equipment, a chlorine gas scrubber system, and instrumentation and controls. The project received an Engineering Honor Award in the 1998

Consulting Engineers and Land Surveyors of California Engineering Excellence Competition for the state of California. Bill served as project engineer for the project.

Project Engineer. Metropolitan Water District of Southern California, Cross-Connection Prevention Program, Los Angeles, California, United States.
Employer: MWH
Project involved preliminary design for a cross-connection prevention program. Work included preparing preliminary design drawings for modifying and relocating 413 structures, including air release valves, air vacuum valves, and blow-off assemblies to prevent potential contamination of treated water in the distribution system. Bill served as project engineer for the project.

Project Engineer. Orange County Water District, Anaheim Lake, Kraemer Basin, and Miller Basin Pumping Station, Fountain Valley, California, United States.
Employer: MWH
Project involved design and construction management for the 1,180-horsepower, 51,000-gallon-per-minute Anaheim Lake pumping station; the 885-horsepower, 22,400-gallon-per-minute Kraemer Basin pumping station; and the 200-horsepower, 9,000-gallon-per-minute Miller Basin pumping station using submersible pumps to dewater the groundwater recharge basins. Bill served as project engineer for the project.

Project Engineer. Irvine Ranch Water District, Foothill Ranch Water Pipeline, Irvine, California, United States.
Employer: MWH
Project involved designing a 16-inch cement mortar-coated and -lined welded steel pipeline from Zone 6A Reservoir and pumping station to Zone 6 Reservoir to serve the Foothill development. Bill served as project engineer for the project.

Project Engineer. Santa Ana Watershed Project Authority, Brine Discharge Pipeline, Chino, California, United States.
Employer: MWH
Project involved design and construction management of 7,000 feet of 27- to 30-inch-diameter vitrified clay brine discharge pipeline. Bill served as project engineer for the project.

Project Engineer. Santa Ana Watershed Project Authority, Treated Water Pipelines, Chino Hills, California, United States.
Employer: MWH
Project involved design and construction management of treated water pipelines, including 8,300 feet of 16-inch-diameter cement mortar-lined and -coated welded steel transmission pipelines. Bill served as project engineer for the project.

Project Engineer. City of Chino, Water Pipeline Facilities, Chino, California, United States.
Employer: MWH
Project involved designing pipeline facilities, including 24,000 feet of 16-inch-diameter polyvinyl chloride potable water transmission pipeline, a 3.0-million-gallon water storage reservoir, and a 4,900-gallon-per-minute booster station. Bill served as project engineer for the project.

Project Engineer. Santa Ana Watershed Project Authority, Chino Basin Desalination Program Water Pipeline Facilities, Riverside and San Bernardino Counties, California, United States.
Employer: MWH
Project involved designing water pipeline facilities, including 35,700 feet of polyvinyl chloride well water collection pipelines varying from 4 to 30 inches in diameter and 14,700 feet of 30-inch-diameter cement mortar-lined and -coated steel treated water transmission pipeline. Bill served as project engineer for the project.

Design Engineer. City of Baltimore, Back River Wastewater Treatment Plant, Baltimore, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved a facility plan design for a 170-million-gallon-per-day wastewater treatment plant. Work included conceptual planning and process analysis for expanding the plant. Bill served as design engineer on the project.

Design Engineer. Baltimore City Department of Public Works, Patapsco Wastewater Treatment Plant, Baltimore, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved expanding a 70-million-gallon-per-day wastewater treatment plant using biological processes for nutrient removal. Work included evaluating existing facilities, developing a conceptual plan, performing a process analysis, and performing detailed design. Bill served as design engineer on the project.

Design Engineer. City of Aberdeen, Plater Street Pumping Station, Aberdeen, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved designing a pumping station consisting of horizontal end-suction pumps. Bill served as design engineer on the project.

Design Engineer. City of Hagerstown, Hagerstown-Smithsburg Pumping Station, Hagerstown, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved designing a 900-million-gallon-per-minute pumping station, including two 450-gallon-per-minute horizontal split case pumps. Bill served as design engineer on the project.

Design Engineer. State of Maryland, State Vietnam Veterans Memorial, Baltimore, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved preparing a site development plan. Bill served as design engineer on the project.

Design Engineer. City of Baltimore, Leakin Park Transmission Main, Baltimore, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved designing a transmission main consisting of 66-inch-diameter prestressed concrete cylinder pipe. Bill served as design engineer on the project.

Design Engineer. Anne Arundel County, Dorsey Road Water Treatment Plant Upgrades, Glen Burnie, Maryland, United States.
Employer: Whitman, Requardt and Associates, LLP
Project involved updates to the lime softening facilities at an 11-million-gallon-per-day treatment plant. Work included field investigations, process analysis, and detailed design of lime bulk storage, pumping, and feeding systems. Bill served as design engineer on the project.

Publications/Presentations

Publications

“Water Reuse in Pasadena, California - Its Challenges and Solutions,” Proceedings of the 1996 American Water Works Association/Water Environment Federation Water Reuse Conference, Denver, Colorado, Denver, Colorado, 1996 (coauthors S. Thakral and S. Kwan).

“Multifaceted Approach Yields Success for Burbank’s Dual Distribution System,” Proceedings of the 1996 American Water Works Association/Water Environment Federation Water Reuse Conference, Denver, Colorado, Denver, Colorado, 1996 (coauthors A.K. Dhingra, L. Fong, and F. Lantz).

“A Comparison of the Sorption/Desorption Capacity of a Spent Oil Shale and a Western Soil,” Proceedings of the 18th Mid-Atlantic Industrial Waste Conference, Lancaster, Pennsylvania, Lancaster, Pennsylvania, 1986 (coauthors A.N. Godrej and G.D. Boardman).

“The Sorption-Desorption Capacity of Oil Shale Materials - Volume 1,” United States Department of Energy Office of Scientific and Technical Information, National Technical Information Service, DOE/LC/10964-2037, Volume 1 (DE86006608), 1985 (coauthors G.D. Boardman, A.N. Godrej, and D.M. Cowher).

“The Sorption-Desorption Capacity of Oil Shale Materials - Volume 2,” United States Department of Energy Office of Scientific and Technical Information, National Technical Information Service, DOE/LC/10964-2037, Volume 2 (DE86006609), 1985 (coauthors G.D. Boardman, A.N. Godrej, and D.M. Cowher).

HANDOYO SUWANDHAPUTRA, PE, QSD, LEED AP

SENIOR SUPERVISING ENGINEER

Handoyo Suwandhaputra has experience in planning, design, value engineering, and construction support of general civil engineering for municipal, public works, commercial, industrial, airport, government, and military facilities. Responsibilities have included preparing design criteria and performing design analyses and calculations for underground site utility plans and profiles for water, sanitary sewer, storm drain, and other piping process lines; substructure excavation and backfill, grading, paving, and drainage plans; and earthwork quantity calculations.

Handoyo has prepared technical specifications, developed design basis documents incorporating value engineering recommendations, and developed demolition and/or construction drawings. He has supervised ground and aerial survey subcontractor activities and produced topography survey maps, including manipulating orthophotography and binary raster data and converting binary raster data to vector data. He has prepared material takeoffs as input for cost estimates and coordinated site-related approvals and permitting, including preparing tract maps, parcel maps, and other survey legal descriptions.

Work Experience

Utility Relocation Civil Engineer. California High-Speed Rail Authority, California High-Speed Rail Construction Package 1, Madera to Fresno, California, United States. 01/2020-04/2021.
Employer: Parsons
This design-build project includes the first section of a new, ultimately 800-mile-long high-speed rail system to accommodate trains running between San Diego and Sacramento at speeds of more than 200 mph. Parsons serves as lead designer for the initial 29-mile-long alignment in the Central Valley, beginning in Madera and ending just south of Fresno. It is predominantly a civil infrastructure project that includes 27 grade separations, a 250-foot-long jacked box tunnel, 3.4 miles of aerial structures, a major river crossing over the San Joaquin River, and 2.7 miles of trench. Handoyo is responsible for preparing drawings and specifications for relocation and abandonment of existing utilities affected by High Speed Rail project.

Discipline Job Leader. Inland Empire Utilities Agency, Regional Plants 1 and 5 Liquids and Solids Treatment System Upgrades and Expansion, Chino, California, United States. 12/2019-04/2021.
Employer: Parsons
Parsons is providing a range of planning, design, and construction support services for expanding and upgrading the Regional Water Recycling Plant 5, which includes a 30-million-gallon-per-day liquid treatment using a membrane bioreactor and ultraviolet processes and a 40-million-gallon-per-day biosolids management system, including thickening, anaerobic digestion and biosolids dewatering, food waste treatment, and cogeneration upgrades (as part of the Renewable Energy Recovery Project) to maximize electrical efficiency and heat recovery within the complex and implement innovative power generation and energy management technologies. The project also includes decommissioning, replacing, relocating, and constructing new off-site facilities, including sewage lift stations, force mains, brine lines, and recycled water conveyance pipelines. Parsons is also completing the preliminary design to

YEARS OF EXPERIENCE
Total: 40
With Parsons: 34

EDUCATION
- Master of Engineering, Civil Engineering, University of Texas at El Paso, Texas, 1984
- Bachelor of Science, Civil Engineering, University of Texas at El Paso, Texas, 1982

REGISTRATIONS
- Civil Engineer, 44212, California

CERTIFICATIONS
- Qualified SWPPP Developer (QSD), California Stormwater Quality Association
- LEED Accredited Professional (LEED AP), Green Business Certification, Inc.

LANGUAGES
- Indonesian

COMPUTER/SOFTWARE SKILLS
- AutoCAD
- Autodesk Land Development Desktop
- MicroStation

expand and upgrade Regional Plant 1, which includes retrofitting a 40-million-gallon-per-day membrane bioreactor system into the existing plant, solids-handling systems, and advanced water treatment alternatives to accommodate anticipated regulatory requirements for recycled water reuse. Technologies include multimedia deep bed filtration, cloth media filtration, membrane bioreactors, disinfection with a liquid hypochlorite system, disinfection with an ultraviolet system, and storage and pumping of reclaimed water. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculation for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. City of Redlands, Redlands Wastewater Treatment Plant Condition Assessment and Upgrade Design, Redlands, California, United States. 04/2019-04/2021.
Employer: Parsons

Parsons is providing condition assessment and design for upgrades for the City of Redlands' 9.5-million-gallon-per-day wastewater treatment plant. The plant currently has parallel membrane bioreactor and conventional activated sludge treatment trains to treat an annual average flow of 5.5 million gallons per day. Based on the city's anticipated 0.8 percent per year population growth rate, the projected flows are expected to be well below the rated treatment capacity of 9.5 million gallons per day of annual average flow beyond the next 20 to 30 years. Parsons is designing an upgrade to the membrane bioreactor train to handle staged expansion. Simplifying operations by eliminating the conventional activated sludge treatment train will maximize their return on investment; provide higher levels of reliability, redundancy, and operational flexibility; bring significant energy savings; and eliminate permit noncompliance issues by producing high-quality recycled water suitable for multiple recycled water uses. The formal condition assessment of the existing plant includes structural, mechanical, and electrical facilities and instrumentation and controls. Parsons is also evaluating the process for bottlenecks to the expansion of the membrane bioreactor process and energy efficiency. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculation for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. Elsinore Valley Municipal Water District, Elsinore Valley Regional Water Reclamation Facility Upgrade and Expansion, Lake Elsinore, California, United States. 04/2017-04/2021.
Employer: Parsons

Parsons is providing comprehensive condition assessment, design, permitting, and construction management support services for the Elsinore Valley Municipal Water District's Regional Water Reclamation Facility upgrade and expansion from a capacity of 8 million to 12 million gallons per day. The scope of work includes converting the existing distributed control system to a supervisory control and data acquisition system, conducting a plant-wide comprehensive condition assessment, designing reliability and redundancy upgrades to existing treatment processes, and providing a 4-million-gallon-per-day capacity expansion using membrane bioreactor and ultraviolet processes. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculation

for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. Silicon Valley Clean Water, SVCW Front of Plant Design, Redwood City, California, United States. 02/2018-03/2021.
Employer: Parsons
Parsons was part of a fully integrated construction joint venture in this progressive design-build contract to design and construct a receiving lift station, a headworks facility, influent connector pipe, an odor control facility, electrical infrastructure improvements, and related civil/site work. The receiving lift pump station was a dry well installation equipped with six pumps fed by two separated manifolds. The pump station had an initial capacity of up to 76 million gallons per day with provisions for future expansion for up to 80 million gallons per day. This project was part of Silicon Valley Clean Water's Regional Environmental Sewer Conveyance Upgrade Program, and construction is scheduled for completion in 2022. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculation for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. Metropolitan Water District of Southern California, Iron Mountain and Gene Pumping Plants Water Distribution and Wastewater System Replacement, Earp and Parker Dam, California, United States. 12/2019-10/2020.
Employer: Parsons
Through an on-call services contract, Parsons provided final design for replacement of potable water systems; non-potable irrigation water distribution systems; wastewater collection, treatment, and disposal systems; and associated grading and paving at the Iron Mountain and Gene Pumping Plants. Each plant included operational and maintenance facilities, offices, guest lodging units, a recreation center, a kitchen, a swimming pool, and residential housing units in village areas. Handoyo is responsible for preparing plans (demolition, paving & grading, underground utilities plan and profiles drawings), specifications and calculation for all the civil engineering improvements.

Senior Civil Engineer. City of Visalia, Water Conservation Plant Upgrades and Expansion, Visalia, California, United States. 04/2010-05/2020.
Employer: Parsons
Parsons provided the design of upgrades to and an expansion of the City's 22-million-gallon-per-day water conservation plant with a future capacity of 26 million gallons per day for nitrification and denitrification to produce high-quality recycled water encompassing an extensive distribution system. Work included converting an existing activated sludge plant to a membrane bioreactor facility using existing tankage to the extent possible and an ultraviolet disinfection system. Biosolids were thickened using gravity belt thickeners anaerobically digested using two-phase digestion and dewatered on screw presses. The project also involved a biological odor control system. The membrane bioreactor system (hollow fiber), screw presses, ultraviolet system, diffusers, blowers, and microturbines were preselected competitively and incorporated into the design. Handoyo is responsible for preparing demolition, paving & fine grading, yard piping plan and profiles drawings for all the civil engineering improvements, and designed a complete plant storm drain system to control rainwater on site and return excess stormwater to the plant headworks.

Discipline Job Leader. Inland Empire Utilities Agency, Regional Plants 1 and 5 Liquids and Solids Treatment System Upgrades and Expansion, Chino, California, United States. 06/2017-11/2019.
Employer: Parsons
Parsons provided a range of planning, design, and construction support services for expanding and upgrading the Regional Water Recycling Plant 5, which included a 30-million-gallon-per-day liquid treatment using a membrane bioreactor and ultraviolet processes and a 40-million-gallon-per-day biosolids management system, including thickening, anaerobic digestion and biosolids dewatering, food waste treatment, and cogeneration upgrades (as part of the Renewable Energy Recovery Project) to maximize electrical efficiency and heat recovery within the complex and implemented innovative power generation and energy management technologies. The project also included decommissioning, replacing, relocating, and constructing new off-site facilities, including sewage lift stations, force mains, brine lines, and recycled water conveyance pipelines. Parsons also completed the preliminary design to expand and upgrade Regional Plant 1, which included retrofitting a 40-million-gallon-per-day membrane bioreactor system into the existing plant, solids-handling systems, and advanced water treatment alternatives to accommodate anticipated regulatory requirements for recycled water reuse. Technologies included multimedia deep bed filtration, cloth media filtration, membrane bioreactors, disinfection with a liquid hypochlorite system, disinfection with an ultraviolet system, and storage and pumping of reclaimed water. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculations for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. Eastern Municipal Water District, Solar Renewable Energy Phase 3, Perris, California, United States. 01/2018-08/2019.
Employer: Parsons
Parsons provided engineering services associated with site preparation for the Phase 3 Solar Renewable Energy Initiative project. The project's objective was to offset the energy usage from the grid and effect savings to its rate payers by constructing a series of solar and other forms of renewable energy projects throughout the service area. Phase 3 Solar Renewable Energy Initiative (solar) projects expanded the solar capabilities at four of the regional water reclamation facilities where solar facilities were constructed during Phase 2. Parsons prepared an earthwork strategy technical memorandum, coordinated and supported survey and geotechnical services, prepared contract documents (plans and specifications), prepared a construction cost estimate, and provided engineering services during the bid phase. Parsons also provided engineering services during construction. Handoyo is responsible for preparing plans (grading and utility relocation drawings), specifications and calculation for all the civil engineering improvements. He is also responsible for earthwork calculation, rough order magnitude (ROM) engineering cost estimate, reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. Sanitation Districts of Los Angeles County, Joint Water Pollution Control Plant Effluent Outfall Tunnel, Carson, California, United States. 10/2012-05/2018.
Employer: Parsons
Parsons performed feasibility studies, preliminary engineering, final design, and engineering services during construction for a new outfall from the Joint Water Pollution Control Plant in Carson, California. The 7-mile-long, 18-foot-internal-

diameter, precast concrete, segmental-lined tunnel will provide additional capacity and redundancy for existing 8- and 12-foot-diameter tunnels. The new tunnel alignment primarily follows underneath streets within the public right-of-way to avoid tunneling underneath private property. Facilities designed include a 60-foot-diameter tunnel entry shaft, a junction structure, and two valve structures. The tunnel begins at the plant and connects to an existing active force main. The downstream end connects to a new manifold for the existing ocean outfalls. Both existing tunnels and main outfalls are required to be in service during all phases of construction. When complete, the tunnel and associated structures will be part of one of the largest and longest marine outfalls in the world, ensuring the needs of the joint outfall system are fulfilled for the foreseeable future. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculation for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Senior Civil Engineer. Inland Empire Utilities Agency, Regional Plants 1 and 5 Liquids and Solids Treatment System Upgrades and Expansion, Chino, California, United States. 03/2016-01/2017.
Employer: Parsons
Parsons provided a range of planning, design, and construction support services for expanding and upgrading the Regional Water Recycling Plant 5, which included a 30-million-gallon-per-day liquid treatment using a membrane bioreactor and ultraviolet processes and a 40-million-gallon-per-day biosolids management system, including thickening, anaerobic digestion and biosolids dewatering, food waste treatment, and cogeneration upgrades (as part of the Renewable Energy Recovery Project) to maximize electrical efficiency and heat recovery within the complex and implemented innovative power generation and energy management technologies. The project also included decommissioning, replacing, relocating, and constructing new off-site facilities, including sewage lift stations, force mains, brine lines, and recycled water conveyance pipelines. Parsons also completed the preliminary design to expand and upgrade Regional Plant 1, which included retrofitting a 40-million-gallon-per-day membrane bioreactor system into the existing plant, solids-handling systems, and advanced water treatment alternatives to accommodate anticipated regulatory requirements for recycled water reuse. Technologies included multimedia deep bed filtration, cloth media filtration, membrane bioreactors, disinfection with a liquid hypochlorite system, disinfection with an ultraviolet system, and storage and pumping of reclaimed water. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculation for all the civil engineering improvements. He is also responsible for reviewing submittal, answering request for information (RFI) during construction.

Discipline Job Leader. Royal Commission for Jubail and Yanbu, Yanbu Industrial City Development, Yanbu, Saudi Arabia. 10/2014-12/2016.
Employer: Parsons
Parsons has served since 1976 as the program manager to finalize the master plan and to manage all infrastructure design and development for the industrial city of Yanbu. For more than 40 years, Parsons has worked alongside the Royal Commission for Jubail and Yanbu (RCJY) to engineer, design, and construct landmark housing, power, wastewater treatment, potable water, irrigation, port, health, education, training, religious, recreational, life support, and security facilities. Parsons performs a broad range of services, including management and advisory; technical;

engineering consulting; coordination; planning; preliminary design and engineering cost, schedule, and cost and schedule control; contract negotiation and administration; and supervisory, technical direction, and follow-up, all in coordination with the RCJY. Handoyo is responsible for preparing plans (demolition, paving & grading, underground utilities plan drawings), specifications and calculations for all the civil engineering improvements.

Senior Civil Engineer. City of Visalia, Renewable Power Generation System Engineering Services, Visalia, California, United States. 08/2015-05/2016.
Employer: Parsons
Parsons provided engineering and design services for a new renewable power generation facility for the water conservation plant in Visalia, California. The facility consisted mainly of generating engines fed with digester gas to produce electricity. Engine and ancillary equipment was sheltered in a new masonry building, and other ancillary equipment was located outdoors in the vicinity of the building. Handoyo is responsible for preparing plans (demolition, paving & fine grading, yard piping plan and profiles drawings), specifications and calculations for all the civil engineering improvements.

Senior Civil Engineer. City of Fresno - Department of Public Works, Tertiary Treatment and Disinfection Facility Design, Fresno, California, United States. 11/2010-12/2014.
Employer: Parsons
Parsons provided engineering and design services for a new tertiary treatment and disinfection facility at the Fresno-Clovis Regional Wastewater Treatment Facility and a new recycled water distribution system, including pipelines, pump stations, and storage reservoirs. A phased plan was developed for the 30-million-gallon-per-day facility, which has an initial capacity of 5 million gallons per day with the capability of being expanded to 30 million gallons per day over the years to accommodate more users in incremental phases. Work included performing a review, screening, and life-cycle cost analysis of various conventional media filtration technologies. Membrane bioreactor was chosen because it produces the highest quality recycled water and is amenable to the denitrification process. The scope included preliminary and detailed design; State Revolving Fund loan and permitting assistance; services during construction, startup, and commissioning; and participation in stakeholder and public meetings. Handoyo prepared demolition, paving & fine grading, and yard piping plans for the site and considered different alternatives to tie into existing pipelines and route the new pipelines within the existing plant to ensure proper integration with and minimal interruption to the existing piping system.

Civil Engineering Task Leader. Guam Waterworks Authority, Central Guam Reservoir Design, Barrigada, Guam, United States. 09/2011-08/2013.
Employer: Parsons
Parsons provided the preliminary and final design for two 2.0-million-gallon AWWA D110 Type I strand-wound prestressed concrete tanks, 96 feet in diameter and with a 40-foot maximum water depth, to replace an existing 2.0-million-gallon steel tank. The project started with the evaluation and design of a 2.0-million-gallon prestressed concrete water storage reservoir to replace an existing damaged 2-million-gallon steel water tank at the same location of the existing tank. Guam Waterworks Authority owns approximately 30 welded-steel-construction water storage tanks. With the island's extremely corrosive environment, there can be issues in properly maintaining the steel tanks due to the year-round high humidity and demand on the system. As a tropical island subject to large seismic events, Guam presents unique challenges to

any water storage structures. To assist with selecting the appropriate type and design of the tank for the Central Guam Water Reservoir, Parsons evaluated alternative prestressed concrete water tanks during the preliminary design, including AWWA D110 wire- and strand-wound circular, prestressed concrete water tanks, and AWWA D115 tendon-prestressed concrete water tanks. The AWWA D110 Type I tank was selected because it has the appropriate design features for the corrosive environment and seismic attributes of Guam. Based on Parsons' evaluation and recommendations, Guam Waterworks Authority decided to have two 2.0-million-gallon strand-wound prestressed concrete tanks constructed to serve its northern distribution system. Design services included preparing plans, specifications, and estimates, including design calculations, a construction schedule, a topographic survey and mapping, geotechnical engineering, a hazardous materials survey, construction documents, design drawings in AutoCAD, and relevant permits. Handoyo prepared demolition, paving and grading, and yard piping plans and profiles for the project.

Lead Civil Engineer. West Basin Municipal Water District, Edward C. Little Water Recycling Facility Phase V Expansion Design-Build, El Segundo, California, United States. 05/2011-06/2013.
Employer: Parsons
This 46-million-gallon-per-day facility produced ultra-high-quality recycled water for groundwater replenishment, a seawater intrusion barrier, and various industrial uses. The plant also generated recycled water for irrigation and other general purposes for five different types of recycled water. Parsons' scope of work consisted of adding an ozonation process for microfiltration pretreatment; expanding existing treatment processes consisting of microfiltration, reverse osmosis, and peroxide/ultraviolet oxidation; expanding the high-rate clarification process; and adding solids-handling facilities and other improvements. Handoyo developed design-build construction drawings and specifications, including site improvements, grading, and yard piping plans and profiles. Considered different alternatives to tie into existing pipelines and route the new pipelines within the existing plant to ensure proper integration with and minimal interruption to the existing piping system. Developed demolition, grading and paving, and yard piping plans. Provided oversight during construction.

Lead Civil Engineer. City of Tulare, Domestic Wastewater Treatment Plant Expansion Design, Tulare, California, United States. 04/2009-05/2011.
Employer: Parsons
Parsons provided design and engineering services during construction for upgrading and expanding the Tulare Domestic Wastewater Treatment Plant. The project was designed to increase the domestic treatment plant capacity from 6 million to 8 million gallons per day. The scope of services included assisting the City of Tulare with optimizing the performance of its existing Domestic Wastewater Treatment Plant and designing a reliable nitrification/denitrification process to help meet stringent discharge requirements. Work included providing a detailed design of the new expansion facilities for two treatment scenarios (6- and 8-million-gallon-per-day upgrades and expansion) and planning the layout and facilities to enable future expansion of the site while complying with the time schedule. Biosolids were treated by gravity belt thickeners, anaerobic digestion, and solar drying beds. Design services included process engineering and modeling; civil, mechanical, structural, electrical, and instrumentation and controls engineering; cost estimating; corrosion protection; and sustainability. Handoyo is responsible for preparing plans (demolition, paving &

fine grading, yard piping plan and profiles drawings), specifications and calculation for all the civil engineering improvements.

Lead Civil Engineer. City and County of Honolulu, Wahiawa Wastewater Treatment Plant Improvements, Wahiawa, Hawaii, United States. 12/2008-05/2010.
Employer: Parsons
Parsons provided engineering services during construction for upgrades to Wahiawa Wastewater Treatment Plant and the effluent reuse system on Central Oahu. Work involved upgrading the existing 2.5-million-gallon-per-day conventional activated sludge plant to a membrane bioreactor plant process immersed flat sheet membranes. The membrane bioreactor process was used to produce effluent water meeting Hawaii's R-1 recycled water requirements. A low-pressure, high-intensity ultraviolet system was used for disinfection before effluent reuse and discharge into a reservoir. Solids-handling facilities such as gravity belt thickeners were also included in the design. Almost all existing structures were used or retrofitted for process or flow equalization because of very high seasonal and diurnal variations in flow. Handoyo evaluated available information and developed demolition, fine grading & paving, yard piping plan and profiles drawings and prepared an erosion control report.

Civil Task Leader. City of Bakersfield, Wastewater Treatment Plant No. 2 Odor Control Design, Bakersfield, California, United States. 05/2009-09/2009.
Employer: Parsons
Parsons provided engineering services for planning, design, and construction support for an odor control system and a septage and grease receiving station at the City of Bakersfield's 25 million-gallon-per-day Wastewater Treatment Plant No. 2. Handoyo prepared demolition, paving and grading, and yard piping plans and profiles for the project.

Civil Engineering Task Leader. City of Los Angeles - Bureau of Engineering, Central Outfall Sewer Rehabilitation Task Order 12, Los Angeles, California, United States. 09/2008-04/2009.
Employer: Parsons
Parsons provided engineering and design services for rehabilitation of the Phase 2 segment of the Central Outfall Sewer. The scope of work covered a 23,798-linear-foot reach of the Central Outfall Sewer from Market and Hyde streets in Inglewood to Rodeo Road in Los Angeles. Work included closed-circuit television, laser, and sonar profiling; a sewer condition assessment; value engineering workshops; plans, specifications, and bid document production; right-of-way services; traffic control plans; permit assistance; odor control services; 3D modeling; and community outreach support. Handoyo prepared sanitary sewer piping plans and profiles for the project.

Civil Engineer. Tianjin Economic Development Area, Promenade Design, Tianjin, China, People Rep. of. 10/2002-02/2004.
Employer: Parsons
Handoyo performed engineering design for conceptual storm drain, sanitary sewer, water, gas, grading, and drainage layout plans for the promenade development. These plans became the base map for the China Design Institute to develop construction documents. Coordinated and reviewed the construction documents produced by the China Design Institute.

Civil Task Leader. Los Angeles Zoo, Gorilla Holding Area, Los Angeles, California, United States. 09/1999-04/2003.
Employer: Parsons
Handoyo was responsible for preparing technical specifications, design calculations, and construction drawings for underground site utilities, including storm and sanitary sewer, domestic and firewater, medium-pressure gas, and site utility demolition.

Civil Engineer. Walt Disney Imagineering, Staff Extension Services, Glendale, California, United States. 08/2002-02/2003.
Employer: Parsons
Parsons provided architectural/engineering and construction management support services, including program management, architectural/engineering conceptual design through construction document preparation, submittal reviews, construction issue clarification, master planning, concept development, regulatory regulation coordination, environmental management, development management, and staff augmentation. Additional work elements included sitework and outdoor utilities; concrete work; architectural work; multidisciplinary engineering work, including structural, mechanical, plumbing, and electrical; cost estimating; multiple construction contractor oversight; physical security; and commissioning. Projects required coordinating work with multiple stakeholders, including state and federal agencies, utility districts, code authorities and fire officials, park operations, park maintenance, vendors, artists, special-effects engineers, and multiple contractors, all in a setting in which parks were operating with heavy usage by the public every day of the week, late into the evenings. Handoyo worked at the Disney office to create design development documents for Hong Kong Disneyland's Main Street, Fantasyland, Tomorrowland, and Adventureland areas. For each area, prepared final grading and drainage plans; storm drain layout, pipe sizing, and calculations; sanitary sewer layout and pipe sizing; mechanical utilities layout; and utility crossing analyses. Coordinated geometry for the utility and site plans.

Civil Engineer. Tianjin Economic Development Area, Soccer Stadium Design Development, Tianjin, China, People Rep. of. 04/2002-06/2002.
Employer: Parsons
Handoyo performed conceptual engineering design for storm drain, sanitary sewer, water, gas, grading, and drainage layout plans for the soccer stadium area development. These plans became the base map for the China Design Institute to develop the construction documents. Coordinated and reviewed the construction documents produced by the China Design Institute.

Civil Task Leader. Tianjin Economic Development Area, Soccer Stadium Conceptual Master Plan, Tianjin, China, People Rep. of. 01/2002-04/2002.
Employer: Parsons
Handoyo created rough and design development grading plans for groundbreaking of a lagoon based on a conceptual master plan, including lagoon water feed and under drain and storm drain lines. High groundwater and a 15-meter-thick silt layer complicated the lagoon development, resulting in a recommendation to use geogrid and geotextile for soil reinforcement. Created lagoon edge typical cross-sectional details. Both Chinese and English were shown on the drawings. Assisted the theme park planner with providing the site layout background. Assisted with the Tianjin soccer stadium master plan development by creating the soccer stadium site layout, rough grading plans, and utility plans for sanitary sewer, storm drain, gas, water, electrical, and communication lines.

Civil Task Leader. Los Angeles Zoo, Winnick Family Children's Zoo and Gluck Close Encounters, Los Angeles, California, United States. 09/2000-12/2001.
Employer: Parsons
Handoyo was responsible for preparing technical specifications, design calculations, and construction drawings for site layout; paving; grading; drainage; utilities, including storm and sanitary sewer, domestic and firewater, and medium-pressure gas; and site and utility demolition plans. Assisted with construction activities by reviewing requests for information, material submittals, and shop drawings, and solving field problems. Site development required extensive site demolition and grading to comply with the Americans with Disabilities Act for handicap access. This project won the American Public Works Association Southern California Chapter's 2001 project of the year award in the category of parks, leisure, and recreation.

Civil Engineer. Walt Disney Imagineering, Wild Animal Theme Park Expansion, Orlando, Florida, United States. 02/1996-09/2000.
Employer: Parsons
Parsons provided a comprehensive design crew over a three-year period on a staff augmentation basis for a 500-acre nature-themed park project that required facility design and area development for several themed "lands" and accompanying train and bus transit systems, new infrastructure, and necessary back-of-house facilities, such as storage and maintenance buildings. Handoyo conducted coordination reviews emphasizing coordination between various disciplines such as electrical, mechanical, and civil prior to construction, resulting in significant cost savings to the project.

Civil Task Leader. City of Cleveland, Cleveland Hopkins International Airport Expansion Program, Program Management, Cleveland, Ohio, United States. 03/2000-07/2000.
Employer: Parsons
In 1996, the City of Cleveland embarked on implementing an aggressive master plan and capital improvement program aimed at revitalizing its international airport, which had evolved into one of Continental Airlines' three major hub airport facilities. What resulted was a capital improvement program that was completed in approximately five years. This project included a new runway allowing simultaneous takeoffs and landings in most weather conditions on two runways. The airport had not been able to do this with its current runway separation distances. The runway was also completed in record time, being commissioned in less than five years from the start of the planning and permitting process. At the time of completion in 2002, no new major airport runways had ever been completed in the United States in as short a time frame. The record completion was made possible through commitment and collaboration with the City, the Federal Aviation Administration, the Environmental Protection Agency, and the airlines. The program involved managing more than 45 separate architectural and engineering design and construction contracts, most of which were completed concurrently. The program was managed by an independent program management team hired by the City of Cleveland, which acted as an extension to its staff. The team was made up of three firms. The program included the new 9,000-foot-long Category III runway, a 20-gate terminal (Concourse D), a new baggage claim terminal addition, a new 150,000-square-foot vehicle maintenance and storage facility, a new consolidated rental car facility, a new access and egress roadway system, a new UPS cargo facility, a new centralized deicing facility, a main terminal office tower curtain wall replacement, main hangar recladding and renovation, NASA test facilities relocation, and various airport roadway system

improvements. Handoyo conducted constructability reviews for site development-related areas such as grading, sewer, storm drain, water, and runway and taxiway concrete apron design.

Civil Task Leader. Guangzhou Baiyun International Airport Co., Ltd., New Guangzhou Baiyun International Airport, Huadu, Guangzhou, Guangdong, China. 05/1999-03/2000.
Employer: Parsons
Parsons provided program management services for the design of a 130-gate passenger terminal to be built at Guangzhou Baiyun International Airport. This is a greenfield airport, located approximately 17 miles from the heart of the city of Guangzhou. The airport now has three runways separated by the passenger terminal and a full complement of airside and landside facilities, including an air traffic control tower, aircraft maintenance facilities, air cargo facilities, aircraft hardstands, vehicle parking, and a new highway and rail system serving the airport. Handoyo was responsible for preparing a preliminary level of design supporting the new international terminal. Deliverables included material takeoffs and design basis documents and drawings covering site layout, paving, grading, drainage, storm drainage, sanitary sewer, drinking water, firewater, firewater pump station, traffic striping, and signage plans.

Civil Task Leader. Confidential Oil Company, Del Amo Superfund Site, Torrance, California, United States. 11/1998-02/1999.
Employer: Parsons
Handoyo was responsible for preparing soil capping construction drawings for an area of contaminated soil for US Environmental Protection Agency approval. Drawings included foundation layer and final cover grading plans, grading sections and details, a cap gas collection system plan, soil vapor extraction piping system and well location plans, related capping and well details, and storm drain plans.

Civil Task Leader. Pan Asia International Development Corporation, Discovery World Theme Park, Nantou City, Chinese Taipei. 01/1998-04/1998.
Employer: Parsons
Handoyo provided rough grading and site utility infrastructure based on conceptual theme park drawings. Prepared specifications, design calculations, and construction drawings for rough grading, sections, plans, and profiles for sanitary sewer, storm drain, and water lines.

Project Engineer. Commercial and Residential Land Development. Handoyo was responsible for topography survey plans, tentative tract or parcel maps, final track maps, roadway plans and profiles, hydraulic calculations (using a water surface profile and HEC-2 software), hydrologic calculations, and grading plans. Prepared water, storm drain, and sanitary sewer plans and profiles and earthwork quantity takeoffs. Prepared cost estimates of construction value for determining the fee to obtain construction permits. Assisted field survey crews by preparing calculations for construction staking. Performed certification of rough and final grading plans. Prepared lot line adjustments, survey drawings, and metes and bounds legal descriptions for utility easements.

Discipline Task Leader. Southern California Gas Company, Emissions Reduction Cogeneration Power Plant, Northridge, California, United States.
Employer: Parsons

Handoyo prepared site development, paving, hill grading, and drainage plans. Prepared underground utility plans for water, sanitary sewer, storm drain, and process piping lines. Prepared technical specifications.

Discipline Task Leader. National Institute of Standards and Technology, Transverse Electromagnetic Reverberation Test Chamber, Fort Huachuca, Arizona, United States.
Employer: Parsons
Handoyo conducted a site survey and prepared a conceptual design for site and underground utilities development. Prepared preliminary material takeoffs. Prepared a ground survey scope of work.

Discipline Task Leader. US Army Engineering and Support Center, Huntsville, Payload Assembly and Integration Complex, Kwajalein, Marshall Islands.
Employer: Parsons
This project involved various tasks. Handoyo conducted a site survey to collect as-built data. Performed feasibility site studies for establishing launch vehicle access areas and payload building orientation based on explosive distance separation criteria. Developed firewater distribution systems. Prepared site development, grading, paving, and drainage plans; technical specifications; and design calculations. Prepared shore protection studies.

Civil Task Leader. Guam International Airport Authority, Guam International Airport, Guam.
Employer: Parsons
Handoyo was responsible for grading, paving, and drainage plans for an airport taxiway. Prepared and optimized the airport concrete pavement joint plan. Prepared plans and profiles for water, sanitary sewer, and oily water lines. Prepared a plan and profile for an aircraft fuel line, including optimizing the location of a fuel hydrant based on aircraft parking positions and apron joint layout. Prepared the apron striping plan.

Civil Engineer. Walt Disney Imagineering, Tower of Terror and Disney MGM Studio, Orlando, Florida, United States.
Employer: Parsons
Handoyo conducted coordination reviews for electrical, water, storm drain, and sanitary sewer utilities, emphasizing utility crossings and building utility points of connection.

Civil Engineer. Walt Disney Imagineering, Downtown Disney, Anaheim, California, United States.
Employer: Parsons
Handoyo conducted coordination reviews emphasizing coordination between various disciplines such as electrical, mechanical, and civil prior to construction, resulting in significant cost savings and minimizing field change orders.

Senior Civil Engineer. City of Los Angeles Bureau of Engineering, Machado Lake Ecosystem Restoration and Wilmington Drain Multiuse Projects, Los Angeles, California, United States.
Employer: Parsons
Projects involved predesign, design, and design support services during construction for the integrated Machado Lake ecosystem restoration and Wilmington Drain multiuse projects. The projects were designed to receive stormwater runoff from more than 14,000 acres of an urban watershed, either directly or through the Wilmington Drain flood control channel. The projects combined stormwater capture

and treatment; flood control; low-impact designs; wetland and habitat design; recreational uses; recycled water use for the park, lake, and golf course; and environmental rehabilitation and restoration. The designs met federal Clean Water Act and state environmental requirements for one of the City of Los Angeles' largest urban parks. Services included providing stormwater improvements, wetland and environmental engineering, watershed management, and lake and stormwater best management practices. Key project components for Machado Lake included an in-lake oxygenation system, dam improvements, creation of a treatment wetland, and enhancement of existing wetlands for habitat creation and treatment. Key components for Wilmington Drain included preparation of channel grading plans and design of adjacent retaining walls, access roads, and drainage systems. Handoyo served as civil engineer for the planning and design phase to enhance and restore the lake and a 300-foot-long channel, both listed on the Environmental Protection Agency's 303(d) list of impaired water bodies, and approximately 112 acres of adjacent wetland and/or riparian habitat. Other tasks included designing sedimentation basins and other best management practices. Provided civil design services, including grading, drainage, and erosion control for both projects and a recycled water line tie-in design for irrigation.

CATHERINE MIRELES

SUPERVISING DESIGNER

Catherine Mireles has extensive experience utilizing every aspect of CAD and has worked in multiple disciplines for numerous projects. She works directly with engineers on 3D multidisciplinary designs for facilities primarily serving the water and wastewater industries using AutoCAD, AutoCAD Civil 3D, MicroStation, and InRoads. She develops civil layout drawings of underground utility systems, grading, gravity and pressure pipeline plans and profiles, cut-and-fill calculations, and final grading designs. She designs 3D civil models for use by other design disciplines. Catherine assists with the design efforts for municipal projects related to water and wastewater treatment plants, pump stations, and pipelines. Tasks include designing, modeling, drafting, coordinating workload with engineering staff, and interacting with design teams, clients, subcontractors, utility companies, and teaming partners.

Work Experience

Civil Designer. Port Authority of New York and New Jersey, John F. Kennedy International Airport Central Terminal Area Roadways, Utilities, and Ground Transportation Center, New York, New York, United States. 04/2023-Present. Employer: Parsons

Parsons is the lead designer on the design-build team for the central terminal area roadways, utilities, and a ground transportation center. Roadway work consists of reconfiguring the existing five-loop airport roadway circulation network to create a simplified three-loop system to deliver a more customer-friendly experience that is easier to navigate while increasing capacity and streamlining access to the terminals. The new ground transportation center includes a multilevel parking facility with an arrivals plaza to support multiple functions at-grade to improve the airport customer experience. The utility scope includes new, relocated, or upgraded water, sewer, gas, electrical, and communications infrastructure in the central terminal area to accommodate the redesigned roadways, support the new ground transportation center, and provide more reliable service for the airport. Catherine is responsible for supporting the lead engineer in the design of various utility infrastructure. Tasks include creating and updating construction site layouts and plan and profile drawings based on the project agreement and relevant technical guidelines and addressing internal and external comments.

Roadway Designer. City of Edmonton, Valley Line West Light Rail Transit Extension Design-Build-Finance, Edmonton, Alberta, Canada. 10/2021-07/2023. Employer: Parsons

The City of Edmonton selected Marigold Infrastructure Partners, an equal joint venture partnership between Colas Infrastructure Canada and Parsons, as the preferred proponent for the design-build-finance Valley Line West Light Rail Transit extension, which is the second stage of the Valley Line. The project consists of a 14 km long, at-grade extension of the soon-to-open Valley Line from downtown Edmonton to the western terminus of Lewis Farms. The project includes 14 stops, 2 elevated stations, 2 km of elevated guideway, expansion of the Gerry Wright Operations and Maintenance Facility, a new storage facility at Lewis Farms, and all other appurtenances related to light rail transit infrastructure, including systems integration, testing, and commissioning. Catherine was responsible for supporting the

YEARS OF EXPERIENCE

Total: 36

With Parsons: 6

COMPUTER/SOFTWARE SKILLS

- AutoCAD
- AutoCAD Civil 3D
- MicroStation
- InRoads
- OpenRoads Designer
- ProjectWise
- Autodesk Docs

lead engineer in the design of Segments 1, 2, and 3. Tasks included incorporating the 3D design in OpenRoads Designer; creating and updating road layout plan and profile drawings based on the project agreement and relevant technical guidelines; producing design and control vehicle movements for each intersection, setting intersection curb ramp profiles and performing design engineering reviews to identify and resolve any issues; and assisting with plan production, including helping create and update drawings as the design progressed and addressing internal and external comments.

Principal Civil Designer. Elsinore Valley Municipal Water District, Elsinore Valley Regional Water Reclamation Facility Upgrade and Expansion, Lake Elsinore, California, United States. 12/2017-08/2021.
Employer: Parsons
Parsons is providing comprehensive condition assessment, design, permitting, and construction management support services for the Elsinore Valley Municipal Water District's Regional Water Reclamation Facility upgrade and expansion from a capacity of 8 million to 12 million gallons per day. The scope of work includes converting the existing distributed control system to a supervisory control and data acquisition system, conducting a plant-wide comprehensive condition assessment, designing reliability and redundancy upgrades to existing treatment processes, and providing a 4-million-gallon-per-day-capacity expansion using membrane bioreactor and ultraviolet processes. Catherine was responsible for developing engineering drawings through completion in conformance with requirements, applicable codes, and the design criteria established by the project's discipline engineer. Created, designed, and analyzed 3D terrain models. Calculated earthwork volumes and created drawings of existing infrastructure. Designed plan and profile pipeline alignments, cross sections, and grading and drainage plans. Coordinated with other disciplines and with lead designers to ensure effective management of project deviations and changes for consistent drawing production.

Principal Civil Designer. Eastern Municipal Water District, Solar Renewable Energy Phase 3, Perris, California, United States. 10/2019-08/2021.
Employer: Parsons
Parsons provided engineering services associated with site preparation for the Phase 3 Solar Renewable Energy Initiative project. The project's objective was to offset the energy usage from the grid and effect savings to its rate payers by constructing a series of solar and other forms of renewable energy projects throughout the service area. Phase 3 Solar Renewable Energy Initiative (solar) projects expanded the solar capabilities at four of the regional water reclamation facilities where solar facilities were constructed during Phase 2. Parsons prepared an earthwork strategy technical memorandum, coordinated and supported survey and geotechnical services, prepared contract documents (plans and specifications), prepared a construction cost estimate, and provided engineering services during the bid phase. Parsons also provided engineering services during construction. Catherine was responsible for developing engineering drawings through completion in conformance with requirements, applicable codes, and the design criteria established by the project's discipline engineer. Created, designed, and analyzed 3D terrain models. Calculated earthwork volumes and created drawings of existing infrastructure. Designed plan and profile pipeline alignments, cross sections, and grading and drainage plans. Coordinated with other disciplines and with lead designers to ensure effective management of project deviations and changes for consistent drawing production.

Supervising Civil Designer. Metropolitan Water District of Southern California, Iron Mountain and Gene Pumping Plants Water Distribution and Wastewater System Replacement, Earp and Parker Dam, California, United States. 12/2019-10/2020.
Employer: Parsons
Through an on-call services contract, Parsons provided final design for replacement of potable water systems; non-potable irrigation water distribution systems; wastewater collection, treatment, and disposal systems; and associated grading and paving at the Iron Mountain and Gene Pumping Plants. Each plant included operational and maintenance facilities, offices, guest lodging units, a recreation center, a kitchen, a swimming pool, and residential housing units in village areas. Catherine developed civil layout drawings of underground utility systems, grading, gravity and pressure pipeline plans and profiles, cut-and-fill calculations, and the final grading design. Used ProjectWise and MicroStation to design 3D civil models for use by other design disciplines. Tasks included designing, modeling, drafting, coordinating workload with the engineering staff, and interacting with the design team, the client, subcontractors, and utility companies.

Principal Civil Designer. Inland Empire Utilities Agency, RP-1 Rehabilitation and RP-5 Liquids and Solids Treatment System Upgrades and Expansion, Chino, California, United States. 01/2018-12/2019.
Employer: Parsons
Parsons is providing a range of planning, design, and construction support services for expanding and upgrading the Regional Water Recycling Plants No. 1 and No. 5 (RP-1 and RP-5). The RP-1 scope includes evaluating the current RP-1 capacity limitations and developing a master plan for rehabilitation of RP-1 to a reliable liquids treatment capacity of 40 million gallons per day and a biosolids treatment capacity of 60 million gallons per day. Work at RP-5 includes providing design services for expanding the RP-5 liquids treatment facility from 15 million to 30 million gallons per day annual average flow, designing a new 40-million-gallon-per-day solids treatment facility, and providing master planning and conceptual design development for a 10-million-gallon-per-day advanced water treatment facility. Catherine developed civil layout drawings of underground utility systems, grading, gravity and pressure pipeline plans and profiles, cut-and-fill calculations, and the final grading design. Used Autodesk software to design 3D civil models for use by other design disciplines. Tasks included designing, modeling, drafting, coordinating workload with the engineering staff, and interacting with the design team, the client, subcontractors, and utility companies.

Principal Civil Designer. Sanitation Districts of Los Angeles County, Joint Water Pollution Control Plant Effluent Outfall Tunnel, Carson, Los Angeles, and Rancho Palos Verdes, California, United States. 04/2018-08/2018.
Employer: Parsons
Parsons is performing feasibility studies, preliminary engineering, final design, and engineering services during construction for a new outfall from the Joint Water Pollution Control Plant in Carson, California. The 7-mile-long, 18-foot-internal-diameter, precast concrete, segmental-lined tunnel will provide additional capacity and redundancy for existing 8- and 12-foot-diameter tunnels. The new tunnel alignment primarily follows underneath streets within the public right-of-way to avoid tunneling underneath private property. Facilities designed include a 60-foot-diameter tunnel entry shaft, a junction structure, and two valve structures. The tunnel begins at the plant and connects to an existing active force main. The downstream end connects to a new manifold for the existing ocean outfalls. Both existing tunnels and

main outfalls are required to be in service during all phases of construction. When complete, the tunnel and associated structures will be part of one of the largest and longest marine outfalls in the world, ensuring the needs of the joint outfall system are fulfilled for the foreseeable future. Catherine developed civil layout drawings of underground utility systems, grading, gravity and pressure pipeline plans and profiles, cut-and-fill calculations, and the final grading design. Used MicroStation to design 3D civil models for use by other design disciplines. Tasks included designing, modeling, drafting, coordinating workload with the engineering staff, and interacting with the design team, the client, subcontractors, and utility companies.

Design Manager. Southern California Gas Company, Pipeline Safety Enhancement Program, Los Angeles, California, United States. 04/2013-12/2017.
Employer: Cordoba Corporation
This pipeline safety enhancement program involved identifying various pipeline sections throughout Southern California Gas Company's system without a record of pressure tests and slating them to be pressure tested or replaced. The program included provisions to upgrade, replace, or retrofit hundreds of mainline valves in the system with technology to allow them to be opened or closed remotely by system operators from a central control location or to automatically shut off the flow of natural gas in the event of a large pressure drop. Catherine was assigned to work on the Wheeler Ridge Bundle comprising three project locations involving 13 segments of a 17.6-mile-long pipeline relocation and testing project. Responsible for design and layout activities during the execution phase of the project. Coordinated and prepared construction drawings, bills of materials, and plans. Coordinated design activities for the required construction drawings and other discipline-specific deliverables produced by designers, checkers, and drafters. Prepared manhour estimates and ensured compliance with established schedules, budgets, and technical project quality standards. Updated and maintained a document list and progress reports weekly and maintained all appropriate quality assurance/quality control documentation required to be provided at scheduled design reviews. Conferred and coordinated with internal discipline counterparts and the client's counterparts. Provided guidance, training, and assistance to all designers, checkers, and drafting personnel.

Lead Pipeline Designer. San Diego Gas & Electric, Pipeline Safety Enhancement Program, San Diego, California, United States. 02/2013-03/2015.
Employer: Jacobs
The pipeline safety enhancement program identified various pipeline sections throughout the client's system without a record of pressure tests and slating them to be pressure tested or replaced. The program included provisions to upgrade, replace, or retrofit hundreds of mainline valves in the system with technology to allow them to be opened or closed remotely by system operators from a central control location or to automatically shut off the flow of natural gas in the event of a large pressure drop. Catherine oversaw the design phases for natural gas transmission and distribution projects. Prepared and updated base drawings and layouts for gas system design. Researched records to obtain up-to-date as-built data for utilities, roadways, and property owners. Designed and updated gas system plans and profiles using AutoCAD Civil 3D. Prepared and submitted permit packages and traffic control plans. Assisted project managers and engineers with ensuring projects were completed on time. Coordinated with the client, contractors, and permitting agencies to collect data and facilitate project completion. Identified problems and collaborated with project managers, engineers, and the client to find solutions. Maintained files of city, state,

and federal permits; fee schedules; checklists; and applications. Updated the client's databases and systems in accordance with client requirements.

Supervising Civil Designer. MWD Construction. 03/2006-06/2011. Catherine was responsible for the development of civil layout drawings of underground utility systems, grading, gravity and pressure pipeline plans and profiles, cut-and-fill calculations, and final grading designs. Used ProjectWise and MicroStation to design 3D civil models for use by other design disciplines. Assisted with the design efforts for municipal projects related to water and wastewater treatment plants, pump stations, and pipelines. Tasks included design, modeling, drafting, coordinating the workload with engineering staff, and interacting with design teams, clients, subcontractors, utility companies, and teaming partners.

IKE CHUNG, P.E, QSD

SENIOR CIVIL ENGINEER

Technical Skill:

- Civil 3D.
- SSA.
- Microstation.
- Inroads.
- AutoTurn.
- AES.
- HEC-RAS.
- SewerGEMS.
- Flowmaster.
- Storm and Sanitary CAD.
- MS-Excel.
- Word.
- Drainage Report.
- Storm Water Data Report.
- and Hydraulic Analysis.
- Water Quality Management Plan Report.
- SUSMP.
- SWPPP.
- BMP.
- Deck Drain.
- Edge Drain.
- DMA.
- Drainage Permit.
- Grading Permit.
- Flood Studies.
- Scour Assessments.
- Computer Stormwater Modeling.
- Data Collection.
- Hydrologic

Education:

- Bachelor of Science, Civil Engineering, University of Seoul, Seoul, Korea,1986

License:

- QSD.
- California, Civil Engineer, 73079

Experience:

DRCD, Los Angeles, CA **Jan 22 - Present**
Project Manager

- Designing, drafting, and reviewing, managing Drainage project. City of Fontana Drainage Project.

City of Fontana Project, San Bernardino County, CA.

- Caltrans Infiltration Basin, Drainage Report, Design of Retention Pond, Catch Basin Inlet, BMP, and WQMP.
- Calculation of Hydrology and Hydraulic by Civil 3D & AES, Flood Studies, Computer Stormwater Modeling, Data Collection, Hydrologic and Hydraulic Analysis.

ATP Projects, Los Angeles, CA

- Involved in the California Transportation Commission (Commission) Active Transportation Program (ATP) projects, off the State Highway System as below Cities per Bell Gardens, Huntington Park, Adelanto

DRCD, Los Angeles, CA **Oct 19 – Jan 22**
Project Engineer

- Designing, drafting, reviewing, and managing Utilities projects.

Proposal for City of Los Angeles and County of Los Angeles

- Street Improvement for Eastern Avenue, and Valley Blvd with Civil3D

Metro Gold Line Phase 2B Project, Glendora, CA

- Foothill Construction Authority, Gold Line Extension Project with Inroads.
- Supporting the Parsons team with utilities and drainage design on this LRT extension in eastern San Gabriel Valley.
- Project involves an Alignment Design-Build contract to the Kiewit-Parsons Joint Venture that includes a base scope for the first nine miles, from Glendora to Pomona, with a two-year option to complete the full 12.3-mile extension to Montclair.

Alliance, LA, CA **May 18 - Feb 19**
Project Engineer

- Designing, drafting, and reviewing Drainage and Utilities project with Civil3D.

LAWA APM Project, Los Angele, CA

- LAWA Construction Authority, LAX Light Monorail Project with Civil3D Supporting HDR team with utilities and drainage design on this LRT, Storm Drain and Utilities Pipelines Relocation Project and Modeling and along about two miles Light Monorail (Los Angeles World Airport, Automation People Mover)

HW Lochner, Irvine, CA **Feb 17 - May 18**
Project Engineer

- Designing, drafting, and reviewing Drainage project. Caltrans Drainage Permitting

OC-405 Improvement Project, Orange County, CA

- Caltrans SWDR, Drainage Report, Design of Deck Drain, Edge Drain, BMP, and WQMP. Calculation of Hydrology and Hydraulic by SewerGems & Inroads, Flood Studies, Scour Assessments, Computer Stormwater Modeling, Data Collection, Hydrologic and Hydraulic Analysis.

Marrs, Fullerton, CA **Jul 13 – Sep 15**
Project Engineer

- Designing, drafting, and reviewing Utilities project.

Regional Connector Transit Project, Downtown Los Angeles, CA

- Relocation of several water lines for a new 1.9-mile underground light rail line in the downtown Los Angeles corridor.
- These relocations allow the construction and installation space required for the new underground lightrail line.
- Water relocated lines involve coordinating with contractors regarding the hanging of steel pipes, connecting steel pipe with cast iron and ductile iron pipe, corrosion protection, and relocating fire hydrants and Modeling with Civil3D.
- Meetings with the Los Angeles Department of Water and Power regarding design standards and submittal approvals.

SR-91 Expansion Project, Corona, CA.

- Design-Build project to expand the roadway sixteen miles with Inroads.
- Relocation of several sewer lines underground roadway in the City of Corona corridor.
- These relocations allow the construction and installation space required for the SR-91 Freeway.
- Sewer relocated lines were designed with Inroads.

URS Corp, Long Beach, CA **Jun 06 – Jul 13**
Project Engineer

- Designing, drafting, and reviewing, managing Port and Harbor Civil projects.

Port's Yard & Gate Redevelopment Projects with Civil3D or Inroads.

- Demolition Plan, Street Plan & Profile, Street Cross Section, Striping Plan, GradingPlan, Storm Drain Plan & Profile, Sewer Plan & Profile, Waterline Plan & Profile, Studying of Hydrology & SWPPP (Best Management Practice), Cost estimates, As-Built Drawings, Detail Checking, Technical Review, Product CoordinationReview

PB World Inc, San Bernardino, CA **Jun 04 - Jun 06**
Design Engineer

- Designing and drafting Public-Works projects.

Street Widening per Public-Works Projects with Civil3D

- Study Proposed Horizontal Alignments, Drainage Study, Right of Way Exhibit. Demolition Plan. Street Plan & Profile.
- Street Cross Section. Striping Plan. GradingPlan, Storm Drain Plan & Profile, Sewer Plan & Profile, Waterline Plan &Profile

AEI-Casc Inc, Colton, CA **Jan 04 - Jun 04**
Design Engineer,

- Designing and drafting Land Development projects with Civil3D.

Residential Land Development Project

- Residential Land Development per Plan of Parcel/Lots & Street, Street Plan & Profile, Plot Plan, Rough Grading Plan, Units Plan, Storm Drain Plan & Profile, Sewer Plan & Profile, Water Plan & Profile, Street Light Plan, Precise Grading Plan, Detention Pond Plan, Parking LotPlan.
- Commercial Land Development of Veterinary Hospital Project Grading Plan, Storm Drain Plan & Profile, Detention Pond Plan, Parking Lot Plan

Wildomar - Bundy Canyon Dr. Segment 2 PS&E - Waterline Relocation Design

Task	Firms	Current Scope	Sheet	Scale	Total Sheets	90% Sheets	100% Sheets	No. of Reports	Hours per Quantity	Total Hours	Prel Engg.	90% PS&E	100% PS&E	Final PS&E	Final Reports	Total Hours	Total Fee for Plan Production
PS&E										**1,760**	**380**	**608**	**380**	**152**	**240**	**1,760**	**264,000**
Utilities - Water Line Relocation Design					**25**	**25**	**25**			**1,400**	**350**	**560**	**350**	**140**		**1,400**	**$ 210,000**
Cover Sheet			T	NS	1	1	1		20	20	5	8	5	2		20	$ 3,000
Index Map			T	NS	1	1	1		20	20	5	8	5	2		20	$ 3,000
General Notes			GN	NS	1	1	1		20	20	5	8	5	2		20	$ 3,000
Legend and Abbreviation			LG	NS	1	1	1		20	20	5	8	5	2		20	$ 3,000
Plan & Profile - 10" Waterline Relocation from Sta 57+00 to Sta 126+00			P	40	8	8	8		80	640	160	256	160	64		640	$ 96,000
Plan & Profile - 12" Waterline Relocation from Sta 114+00 to Sta 143+00			P	40	4	4	4		80	320	80	128	80	32		320	$ 48,000
Enlarged Plans (for congested Utility area, if any)			L	40	3	3	3		40	120	30	48	30	12		120	$ 18,000
Typical Details			C	40	6	6	6		40	240	60	96	60	24		240	$ 36,000
Cost Estimate								**1**		**60**	**15**	**24**	**15**	**6**		**60**	**$ 9,000**
Cost Estimate								1	60	60	15	24	15	6		60	$ 9,000
Specifications								**1**		**60**	**15**	**24**	**15**	**6**		**60**	**$ 9,000**
Specifications								1	60	60	15	24	15	6		60	$ 9,000
Project Management								**1**		**80**					**80**	**80**	**$ 12,000**
QC/QA, PDT Meetings, Client & Agency Coordination								1	80	80					80	80	$ 12,000
Construction Support Services and As-built Preparation								**1**		**160**					**160**	**160**	**$ 24,000**
Preparing CCO plans, submittal review, RFI's, Record Drawings								1	160	160					160	160	$ 24,000
Total										**1,760**	**380**	**608**	**380**	**152**	**240**	**1,760**	**$ 264,000**
										1,760	**380**	**608**	**380**	**152**	**240**	**1,760**	**$ 264,000**

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: July 10, 2024

SUBJECT: Consideration of Resolution of Necessity for Condemnation of Vacant Property Identified by Assessor Parcel Number 362-090-026 for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Thomas D Jex, City Attorney

ACTION:
1. Conduct a hearing on the proposed Resolution No. 2024 - ___ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and

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

3. Find that on September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-048 certifying an Environmental Impact Report for the Project, and that on September 9, 2020, the City Council adopted Resolution 2020-62, approving an Addendum to the Environmental Impact Report, and that no additional CEQA findings are required for the Project; and

4. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

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

SUMMARY:
To complete the construction associated with the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) ("Project"), certain easements (or rights-of-way) are required from adjacent property owners. This item considers a Resolution of Necessity for Condemnation of Vacant Property over which easements are needed to allow for the construction of the Project.

BACKGROUND:
The Bundy Canyon Road Improvement Project (Overall Project) pertains to an approximate three-mile stretch of Bundy Canyon Road in the City of Wildomar. Segment 1 of the Overall Project pertains to the west portion of the project, between Cherry Street and east of Oak Canyon Drive. Segment 2 runs from east of Oak Canyon Drive to east of The Farm Road (Segment 2 Project), and Segment 3 of the Overall Project is located between The Farm Road and Sunset Avenue (approximately one mile).

Most of Bundy Canyon Road contains two traffic lanes (one in each direction). The purpose of the Overall Project is to widen the road to four lanes (two in each direction) and realign portions of the road. Improvements will also include a new multi-use trail, new storm drains, the construction of a center striped median, left-turn lanes at major intersections, signage, and the addition and modification of traffic signals at certain intersections. The Overall Project is intended to improve traffic flow in the area and enhance the safety of the roadway.

On September 10, 2014, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report (EIR) for the Overall Project. On September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the EIR for the Overall Project.

DISCUSSION:
In order to complete the construction of the Segment 2 Project, the City must acquire a portion of the vacant parcel identified by accessor parcel number 362-090-026 ("Larger Parcel"). The Larger Parcel is zoned RT (Mobile Home Subdivisions and Mobile Home Park) and is owned by Ambient Pacific OCC, LLC ("Owner").

For the purpose of the Project, the City is seeking to acquire three easements over the Larger Parcel: (1) a permanent road and utility easement containing 35,864 square feet, (2) a permanent slope and drainage easement containing 34,007 square feet, and (3) a 24-month temporary construction (TCE) easement containing 7,886 square feet (collectively the "Easements"). The Easements are more particularly described and depicted in the proposed Resolution attached hereto.

On April 24, 2024, City Staff tendered an offer to the Owner in the amount of $110,000 for the Easements ("Offer"). The Offer was based on an appraisal prepared by a licensed appraiser. City Staff and the City's Right of Way agents have attempted in earnest to negotiate a purchase of the Easements, and although negotiations are ongoing and will continue, the acquisition of the Easements has not been consummated. The City requires possession and use of the Easements before work on the Larger Parcel can commence and there are no assurances that an agreement between the parties will be reached in order to meet the Project's construction schedule; therefore, a Resolution of Necessity is being requested.

Pursuant to California Government Code Sections 7267.2, 37350.5, and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, the City is authorized to acquire the aforementioned Easements by eminent domain, provided certain procedural steps are followed.

The City must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. City tendered a statutory Offer to purchase the Easements as required by law based upon an approved appraisal (Attachment A). To date, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the Easements referenced above. Prior to the filing of the action, the City must hold a hearing on the proposed Resolution of Necessity (attached) and provide the Owner an opportunity to be

heard. In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing, which was issued on June 24, 2024, in accordance with the applicable statutes (Attachment B).

After conducting the public hearing, if the Council finds that the public necessity so requires, City should adopt the attached Resolution of Necessity, authorizing condemnation proceedings for the purpose of acquiring the Easements.

The findings which need to be made are as set forth in the Resolution of Necessity.

Specifically, the Council must find:

1. That the public interest and necessity require the acquisition of the proposed Project. As proposed, the Project will serve public purposes, as discussed above;
2. That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. City evaluated different Project design options to identify any overall Project cost and real estate impacts in an effort to ensure the least private injury. It was determined that Project in its currently proposed iteration will be most compatible with the greatest public good and the least private injury.
3. That the Easements are necessary for the proposed Project. A permanent roadway easement is needed for roadway, sidewalk, and improvements to Bundy Canyon Road, and the slope and drainage easement is necessary for proper drainage along the roadway. In addition, a temporary construction easement is needed in order to construct the Project improvements within the Easements and Project area.
4. That City made the offer to purchase as required by section 7267.2 of the California Government Code. The Statutory Offer to Purchase was tendered to the owner of the Property on April 24, 2024.
5. That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235. As evidenced by Attachment B, this notice was issued on June 24, 2024.
6. That City has complied with CEQA for the Project. On September 10, 2014, in accordance with the California Environmental Quality Act (“CEQA”) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report for the Project, and on September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the Environmental Impact Report for the Project No additional findings are necessary to comply with CEQA.
7. The Easements are necessary for the purpose specified in Section 1240.350 of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.350 of the Code of Civil Procedure. This project is in compliance with Section 1240.350 in that the proposed road widening, sidewalks, and storm drains along Bundy Canyon Road in the City, is a public need and is for the greater good of the public’s interest and balances the various hardships of all parties affected by this taking.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Easements are at an end. If City adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Easements may continue.

The proposed Resolution of Necessity must be adopted by a two-thirds majority vote.

FISCAL IMPACT:
Funds are available for the acquisition of this Property and are included in the City's FY 2023-24 budget. Legal costs related to the eminent domain proceedings are unknown at this time and are dependent upon whether or not an agreement can be reached with the property owner. Legal costs will be paid for from the approved Project budget. Staff will track the related costs and bring forward a budget amendment if additional budget is needed for this process.

ACCOUNT CODE:
CIP 026-2: Fund No. 503-909-0002-58120 - Right of Way Acquisition

ATTACHMENTS:
Resolution
Presentation
A - Offer Letter
B - Notice of Hearing

RESOLUTION NO. 2024-__

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

WHEREAS, the City Council has determined that the City of Wildomar ("City") needs to acquire certain property interests in connection with the construction of the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) ("Project").

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Wildomar, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City intends to construct the Project, which is intended to improve traffic flow and enhance safety by widening the roadway, constructing a multi-use trail, constructing storm drains, constructing a center striped median, left-turn lanes at major intersections, signage, and add traffic signals at certain intersections along Bundy Canyon Road. The Project is for a public use.

2. To complete construction on the Project, the City must acquire the below described easements (collectively "Easements"):

    a. A public road & utility easement comprised of a total of 35,864 square feet. The City may use the public road & utility easement for public road and utility purposes, including drainage purposes, over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 1, attached hereto and incorporated herein by reference.

    b. A permanent slope and drainage easement comprised of a total of 34,007 square feet. The City may use the permanent slope and drainage easement for slope and drainage purposes, with the right of ingress and egress for maintenance over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 2, attached hereto and incorporated herein by reference.

    c. A 7,886 square foot temporary construction easement ("TCE") allowing the City, its successors and assigns, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of a multi-use trail, and roadway improvements, or other necessary uses, in connection with the Project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" of Attachment 3, attached hereto and incorporated herein

by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, the owner of the Larger Parcel shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. The City will at all times during the term of the easement allow the owner of the Larger Parcel to have and maintain reasonable access to and from the Larger Parcel, and the City will advise owner regarding the scope of work and coordinate work with owner so as not to unreasonably impede/hinder access to and within the Larger Parcel.

At the expiration of the temporary construction easement, the City will restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time. The City, however, shall not be required to restore vegetation to the pre-existing condition. The City will at all times during the TCE term allow the property owner(s) to have and maintain reasonable access to and from the Larger Parcel. Upon completion of the Work, City will cause all of the equipment, materials, tools, trash, and debris to be removed from the TCE area.

The term of the temporary construction easement shall be for a period not to exceed twenty-four (24) months, which shall commence following written notice provided to the owner of the Larger Parcel. In no event shall the term of the TCE extend beyond May 31, 2027.

3. The Easements are necessary for the completion of the Project. The City is authorized to acquire the Easements by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq*., including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650; Government Code Section 37350.5, 40404, and other provisions of law.

4. On June 24, 2024, the City mailed a Notice of Hearing regarding the intent of the City Council of the City of Wildomar to consider adoption of a resolution of necessity for acquisition by eminent domain of the Easements. The Notice of Hearing was mailed to all persons whose name(s) appear on the last Equalized County Assessment Roll as having an interest in the Property, to the addresses appearing on the Roll. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Hearing was held on July 10, 2024, at the time and place stated in the Notice of Hearing. All interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented in the staff report and materials provided to Council, and evidence and testimony presented at the hearing, the City Council of the City of Wildomar finds, determines, declares, and resolves each of the following:

    A. The public interest and necessity require the proposed Project;

    B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

    C. The interest in property sought to be acquired by eminent domain is necessary for the proposed Project;

    D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a);

    E. The City properly issued a Notice of Hearing on June 24, 2024, prior to the consideration and adoption of this Resolution.

    F. The City has complied with CEQA for the Project. On September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report for the Project, and on September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the Environmental Impact Report for the Project. No additional findings are necessary to comply with CEQA.; and

    G. The Easements herein described are a portion of the larger parcel known by accessor parcel number 362-090-004 ("Larger Parcel").

7. The City Attorney is hereby authorized to acquire in the name of the City the Easements described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the property for the Project, and to take all necessary steps to acquire the property under the law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Wildomar at a regular meeting held this **July 10, 2024,** by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Bridgette Moore, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Janet Morales, CMC, City Clerk

_____
Thomas D. Jex, City Attorney

ATTACHMENT 1

Permanent Road and Utility Easement

<PLACEHOLDER>

ATTACHMENT 2

Permanent Slope and Drainage Easement

<PLACEHOLDER>

ATTACHMENT 3

Temporary Construction Easement

<PLACEHOLDER>

Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

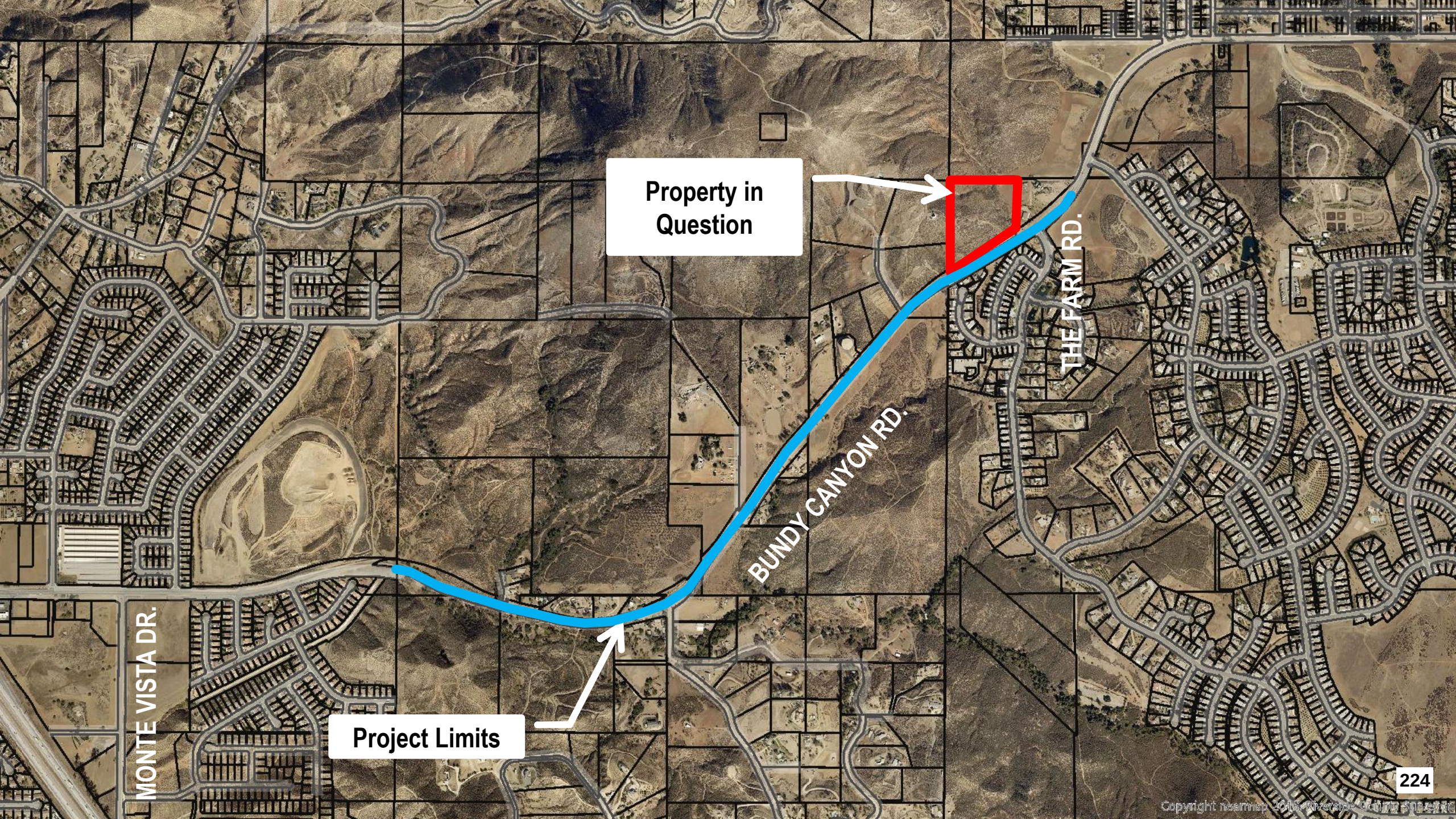
APN 362-090-026 (northwest of Bundy Canyon Rd. and The Farm Rd.)

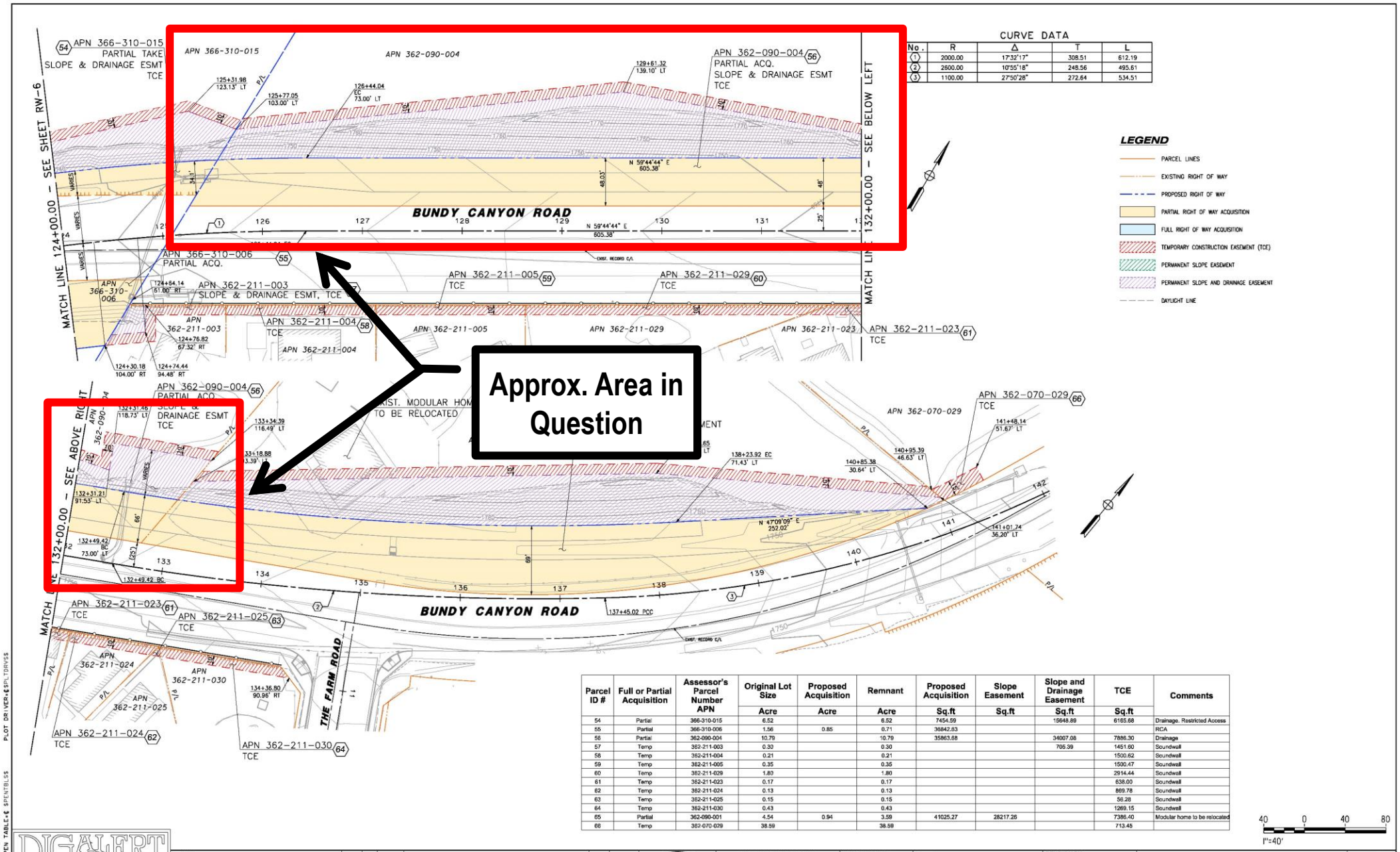
Resolution of Necessity

Public Hearing

July 10, 2024

City of Wildomar


Property in Question
THE FARM RD.
BUNDY CANYON RD.
MONTE VISTA DR.
Project Limits



CURVE DATA

No.	R	Δ	T	L
1	2000.00	17°32'17"	308.51	612.19
2	2600.00	10°55'18"	248.56	495.61
3	1100.00	27°50'28"	272.64	534.51

Parcel ID #	Full or Partial Acquisition	Assessor's Parcel Number APN	Original Lot Size	Proposed Acquisition	Remnant	Proposed Acquisition	Slope Easement	Slope and Drainage Easement	TCE	Comments
			Acre	Acre	Acre	Sq.ft	Sq.ft	Sq.ft	Sq.ft	
54	Partial	366-310-015	6.52		6.52	7454.59		15648.89	6165.68	Drainage, Restricted Access
55	Partial	366-310-006	1.56	0.85	0.71	36842.83				RCA
56	Partial	362-090-004	10.79		10.79	35863.68		34007.08	7886.30	Drainage
57	Temp	362-211-003	0.30		0.30			705.39	1451.60	Soundwall
58	Temp	362-211-004	0.21		0.21				1500.62	Soundwall
59	Temp	362-211-005	0.35		0.35				1500.47	Soundwall
60	Temp	362-211-029	1.80		1.80				2914.44	Soundwall
61	Temp	362-211-023	0.17		0.17				638.00	Soundwall
62	Temp	362-211-024	0.13		0.13				869.78	Soundwall
63	Temp	362-211-025	0.15		0.15				56.28	Soundwall
64	Temp	362-211-030	0.43		0.43				1269.15	Soundwall
65	Partial	362-090-001	4.54	0.94	3.59	41025.27	28217.26		7386.40	Modular home to be relocated
66	Temp	362-070-029	38.59		38.59				713.45	

40 0 40 80
1"=40'

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

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

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

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

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

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

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PREPARED BY: LEONARD M. TAN
R.C.E. No. 83892 EXP. 9/30/2021

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

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
RIGHT OF WAY REQUIREMENT MAPS
FROM STA 124+00.00 TO STA 142+00.00

SHEET No. 7 OF 8
RW-7

DESIGNED BY: LEONARD TAN CHECKED BY: HENG CHOW

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillipo, Mayor Pro Tem, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Joseph Morabito, Council Member, Dist. 3
Dustin Nigg, Council Member, Dist. 2

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

April 24, 2024

Ambient Pacific OCC, LLC
c/o James. R. Pickett, Esq
36875 Pauba Road
Temecula, CA 92592

SUBJECT: City of Wildomar – Bundy Canyon Road Widening Project-Segment 2 (CIP 26-2)
Amended Offer to Acquire – Permanent Road Easement, Slope and Drainage Easement and Temporary Construction Easement
Assessor's Parcel Number: 362-090-026

Dear Property Owner(s):

The City of Wildomar (City), as part of the Bundy Canyon Road Widening Project – Segment 2 (Project), is considering acquiring permanent easements over a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **Ambient Pacific OCC, LLC, a California limited liability company** to be the vested owner of the above-mentioned property. The permanent easements are described in the legal descriptions and depicted on the plat maps within the attached Public Road and Utility Easement, Permanent Slope and Drainage Easement, and the Temporary Construction Easement is depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This is an amended offer to the previous offer letter provided on October 13, 2023. This amended offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal , the City offers to purchase a Public Road and Utility Easement and Permanent Slope and Drainage Easement, free and clear of any encumbrances, and a Temporary Construction Easement for One Hundred Ten Thousand Dollars and No/100, ($110,000) ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the matter will be reviewed by the City Council, which has final ratification authority.

If approved by the City Council, the City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent

domain or abandon its intention to acquire the Easements, giving proper notice to you in either event. The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Director of Public Works
City of Wildomar

Enclosures: Public Road and Utility Easement
Permanent Slope and Drainage Easement
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
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Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillipo, Mayor Pro Tem, Dist. 5
Joseph Morabito, Council Member, Dist. 3
Carlos Marquez, Council Member, Dist. 1
Dustin Nigg, Council Member, Dist. 2

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

June 24, 2024

Sent via U.S. Mail and UPS, 2-Day

Ambient Pacific OCC, LLC
36875 Pauba Road
Temecula, CA 92592

RE: City of Wildomar – Bundy Canyon Road Improvement Project, Segment 2 (CIP 26-2)

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 362-090-026

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **July 10, 2024, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 362-090-026. The Project for which this acquisition will be considered is the Bundy Canyon Road Improvement Project, Segment 2 – CIP 26-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on **Tuesday July 9, 2024**. The failure to file a written request to appear and be heard with the City Clerk this date, will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

City Clerk - City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you dated April 24, 2024, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City. If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillipo, Mayor Pro Tem, Dist. 5
Carlos Marquez, Council Member, Dist. 1
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April 24, 2024

Ambient Pacific OCC, LLC
c/o James. R. Pickett, Esq
36875 Pauba Road
Temecula, CA 92592

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Sincerely,

Jason Farag, P.E.
Director of Public Works
City of Wildomar

Enclosures: Public Road and Utility Easement
Permanent Slope and Drainage Easement
Temporary Construction Easement Deed
Summary of Appraisal
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Notice re RON hearing - Ambient Pacific (002)

Final Audit Report 2024-06-21

Created:	2024-06-20
By:	Catherine Heras (cheras@cityofwildomar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1_HKy9Lum_TKxVqM7su9oWWgwJ8Rl_xJ

"Notice re RON hearing - Ambient Pacific (002)" History

Document created by Catherine Heras (cheras@cityofwildomar.org)
2024-06-20 - 6:39:54 PM GMT

Document emailed to Jason Farag (jfarag@cityofwildomar.org) for signature
2024-06-20 - 6:40:00 PM GMT

Email viewed by Jason Farag (jfarag@cityofwildomar.org)
2024-06-21 - 10:33:41 PM GMT

Document e-signed by Jason Farag (jfarag@cityofwildomar.org)
Signature Date: 2024-06-21 - 10:33:57 PM GMT - Time Source: server

Agreement completed.
2024-06-21 - 10:33:57 PM GMT

Adobe Acrobat Sign

SUBJECT: FY2023-24 4th Quarter Budget Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Review and approve the Fiscal Year 2023-24 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES

SUMMARY:
FY2023-24 4th Quarter Budget Report

BACKGROUND:
This 4th quarter budget report for Fiscal Year 2023-24 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

The City Council adopted the original FY2023-24 Budget as part of the FY2024 & FY2025 Biennial Budget on June 14th, 2023. The 1st quarter budget report was presented to the Council on November 8th, 2023. The Mid-year report was accepted by the City Council on February 14th, 2024.

DISCUSSION:
Although the fiscal year is over, expenditures incurred for fiscal year 2024 will still be posted for the next 60 days. The 4th Quarter Budget Report allows the City to true up the budget to be more in line with the actuals. The City proposes the budget adjustments in the attached report. The major adjustments are discussed below.

General Fund revenues are proposed to increase by $1,905,400. Most of this is related to the Building and Safety fixed fees that became effective February 1st, 2024. As opposed to developer deposits where the revenue is recognized as it is earned, fixed fees are recognized immediately. This results in a spike in permit revenue as the fees are recognized in advance of the work and are meant to cover City costs for the duration of the permit. Therefore, staff are proposing to increase revenue projections by $800,000 based on actuals. This impact also applies to Planning fixed fees which are proposed to increase $400,000. Investment income is

also projected to increase by $322,100 due to higher interest rates and market activity. Property tax remittances from the County have also been higher than anticipated and therefore staff propose increasing budgeted revenues for property taxes by $698,400. In contrast, General Fund sales tax has been lower than anticipated, perhaps due to a shift in consumer behavior towards online sales. Estimates are therefore being decreased.

For non-general fund revenue, there are proposed budget adjustments for several Community Facilities Districts that recently began levying. There is a $551,200 increase in Measure AA due to higher sales tax remittances and investment income. Cemetery property taxes revenue budgets are also increasing. Grant revenue budgeted in funds 503 and 508 are being decreased due to fewer capital project expenditures by year-end.

For General Fund expenditures, a net increase in budgeted appropriations of $392,800 is proposed. Most of these appropriations are in non-departmental and are related to the City assuming maintenance responsibilities for the City Hall building from the previous owners. There is also an increase in budgeted transfers out of $120,000 for Cannabis sales tax proceeds which go towards the General Plan Update in Fund 125. Building and Safety is also increasing budgeted expenditures by $104,100 for the increased utilization of contract services resulting from heightened construction activity. Development engineering expenditures are increasing as well by $32,200 for the same reason as Building.

The total budgeted expenditures for Non-General funds have a proposed decrease of $10,032,900. One of the major adjustments proposed is decreasing the Cemetery Capital Project Fund 302 budget by $600,000 due to delays in construction for the frontage improvements. The capital projects funds 501-508 budgets are decreasing $9,446,000 due to incurring fewer expenditures by year-end than expected.

FISCAL IMPACT:
$1,905,400 Net Increase in General Fund Revenue
$392,800 Net Increase in General Fund Expenditures
$807,200 Net Increase in Other General Funds Revenue
$360,100 Net Decrease in Other General Funds Expenditures
$11,464,200 Net Decrease in Non-General Fund Revenue
$10,032,900 Net Decrease in Non-General Fund Expenditures

ATTACHMENTS:
Attachment A - FY23-24 4th Quarter Budget Report.pdf
Attachment B - FY23-24 4th Quarter Budget Resolution.docx
Attachment C - FY2024 4th Quarter Budget Report Presentation.

City of Wildomar

FY2024 4th Quarter
Budget Report

Total City of Wildomar Budget Summary

FY2023-24 Budget Review
4th Quarter FY2023-24

		Audited Fund Balance 6/30/2023	+	Approved Revenues 2023-24	+	Proposed 4th Quarter Revenue Adjustments 2023-24	=	Estimated Funds Available 2023-24	-	Approved Appropriations 2023-24	-	Proposed 4th Quarter Expenditure Adjustments 2023-24	Estimated Available Fund Balance 6/30/2024
	General Funds												
100	General Fund	$ 4,663,367		$ 17,075,000		$ 1,905,400		$ 23,643,767		$ 16,840,700		$ 392,800	$ 6,410,267
110	Development Agreement	1,365,143		960,000		10,900		2,336,043		-		-	2,336,043
115	ARPA Fund	203,194		6,060,000		125,000		6,388,194		6,392,000		(260,000)	256,194
120	Measure AA	7,613,502		5,559,300		551,200		13,724,002		8,224,300		(100,100)	5,599,802
125	General Plan Update	41,157		200,000		120,100		361,257		950,000		-	(588,743)
	Total General Funds	13,886,364		29,854,300		2,712,600		46,453,264		32,407,000		32,700	14,013,564
	Non-General Funds												
200	Gas Tax	223,743		1,007,100		10,200		1,241,043		1,134,300		-	106,743
201	Measure A	1,160,224		1,053,000		1,500		2,214,724		1,334,000		-	880,724
203	TDA Fund	-		300,000		(300,000)		-		-		-	-
210	AQMD	290,685		48,000		600		339,285		51,900		(45,000)	332,385
212	Waste Services	1,509,073		227,000		25,100		1,761,173		100,600		11,700	1,648,873
220	CFD 2022-1	(4,218)		151,700		70,400		217,882		117,400		-	100,482
221	CFD 2022-2	(3,276)		66,600		66,600		129,924		5,000		-	124,924
222	CFD 2013-1 Zn 24	-		61,700		8,900		70,600		53,700		-	16,900
223	CFD 2022-3	-		125,600		121,100		246,700		5,000		-	241,700
224	CFD 2023-1	-		7,500		-		7,500		13,600		-	(6,100)
251	LLMD 89-1C	1,294,952		344,000		3,100		1,642,052		1,017,300		6,400	618,352
252	CSA-22	(113,023)		31,600		-		(81,423)		44,000		-	(125,423)
253	CSA-103	(238,125)		177,600		-		(60,525)		204,500		-	(265,025)
254	CSA-142	102,855		37,900		300		141,055		31,300		-	109,755
255	Measure Z Parks Fund	(23,663)		416,200		-		392,537		381,200		12,400	(1,063)
259	CFD 2017-1 DIF Deferral	-		89,300		-		89,300		83,800		-	5,500
260	CFD 2013-1 Zn 1 & 2	237,381		60,900		1,700		299,981		64,900		-	235,081
261	CFD 2013-1 Annex 1 Zone 3	428,355		69,200		4,300		501,855		72,600		-	429,255
262	CFD 2013-1 Annex 2 Zone 4	(6,936)		300		-		(6,636)		1,900		-	(8,536)
263	CFD 2013-1 Annex 3 Zone 5	229,000		45,700		1,300		276,000		53,500		-	222,500
264	CFD 2013-1 Annex 4 Zone 6	-		-		-		-		-		-	-
265	CFD 2013-1 Annex 5 Zone 7	-		-		-		-		-		-	-
266	CFD 2013-1 Annex 6 Zone 8	50,093		10,000		300		60,393		9,300		-	51,093
267	CFD 2013-1 Annex 7 Zone 9	74,250		12,500		400		87,150		11,600		-	75,550
268	CFD 2013-1 Annex 8 Zone 10	19,520		49,400		100		69,020		40,600		-	28,420
269	CFD 2013-1 Spec Tax B	-		175,300		24,700		200,000		162,900		-	37,100
270	CFD 2013-1 Zone 11	85,537		18,900		600		105,037		14,800		-	90,237
271	CFD 2013-1 Zone 13	3,845		1,300		300		5,445		1,300		-	4,145
272	CFD 2013-1 Zone 14	33,675		7,800		100		41,575		7,200		-	34,375
273	CFD 2013-1 Zone 15	60,374		18,500		600		79,474		15,400		-	64,074
274	CFD 2013-1 Zone 16	17,014		5,600		200		22,814		5,300		-	17,514
275	CFD 2013-1 Zone 17	-		-		-		-		-		-	-
276	CFD 2013-1 Zone 18	59,629		21,700		600		81,929		20,500		-	61,429
277	CFD 2013-1 Zone 19	157,874		88,000		1,100		246,974		77,000		-	169,974
278	CFD 2013-1 Zone 20	-		-		-		-		-		-	-
279	CFD 2013-1 Zone 21	4,828		2,700		100		7,628		2,800		-	4,828
280	Grants	(45,917)		181,200		30,500		165,783		155,000		700	10,083
281	SLESF	0.11		162,000		24,800		186,800		161,300		25,500	0
282	CDBG	(33,705)		-		33,800		95		-		-	95
283	PEG Grant	112,410		40,000		200		152,610		36,800		-	115,810
284	Streetlights	142,758		176,600		-		319,358		175,600		-	143,758
300	Cemetery	1,042,838		757,900		144,300		1,945,038		1,126,500		-	818,538
301	Cemetery Endowment	423,267		68,000		1,500		492,767		-		-	492,767
302	Cemetery CIP	16,107		100,000		(79,900)		36,207		700,000		(600,000)	(63,793)
410	Administrative Svs - Dif	(104,502)		10,900		-		(93,602)		-		2,400	(96,002)
420	Public Facilities - Dif	488,602		210,600		2,000		701,202		-		-	701,202
421	Police - Dif	583,576		129,700		1,500		714,776		-		-	714,776
422	Animal Shelter - Dif	(835,373)		130,100		-		(705,273)		124,900		-	(830,173)
423	Corporate Yard - Dif	11,855		44,500		-		56,355		-		-	56,355
430	Fire Facilities - Dif	857,823		241,700		2,200		1,101,723		-		-	1,101,723
440	Trans & Roads - Dif	2,746,203		2,070,200		30,000		4,846,403		2,897,100		-	1,949,303
450	Trans & Signals -Dif	279,514		260,300		1,200		541,014		30,000		-	511,014
451	Drainage - Dif	1,173,883		741,400		3,000		1,918,283		282,700		-	1,635,583
460	Park Land Acquisitions-Dif	(900,868)		297,400		-		(603,468)		50,000		-	(653,468)
461	Park Improvements-Dif	1,375,023		2,045,100		35,000		3,455,123		693,000		-	2,762,123
470	Community Center - Dif	411,265		233,000		1,500		645,765		-		-	645,765
480	Multi-purpose Trails - Dif	585,194		390,700		1,600		977,494		-		-	977,494
490	Library - Dif	12,623		-		100		12,723		13,700		(1,000)	23
500	RMRA Capital Projects	1,717,561		889,800		6,300		2,613,661		2,059,000		-	554,661
501	Capital Reinvestment	(30,048)		259,300		-		229,252		611,800		(382,600)	52
502	RCFC Fund	(346,292)		223,500		122,800		8		-		-	8
503	TUMF Fund	(3,618,441)		12,064,300		(8,354,800)		91,059		12,564,300		(8,436,800)	(4,036,441)
504	CMAQ Fund	-		-		-		-		-		-	-
505	MSRC Fund	-		25,000		-		25,000		50,000		(50,000)	25,000
506	HSIP Fund	(10,338)		81,900		-		71,562		648,100		(576,600)	62
507	Misc State Funded Projects	(35,168)		524,900		-		489,732		84,000		-	405,732
508	Local Capital Grants	(0.01)		3,516,000		(3,516,000)		(0.01)		-		-	(0.01)
	Total Non-General Funds	$ 11,673,516		$ 30,608,600		$ (11,464,200)		$ 30,817,916		$ 27,603,000		$ (10,032,900)	$ 13,247,816
	Total City Funds	**$ 25,559,879**		**$ 60,462,900**		**$ (8,751,600)**		**$ 77,271,179**		**$ 60,010,000**		**$ (10,000,200)**	**$ 27,261,379**

Total Adjusted Revenue: $ 51,711,300 **Total Adjusted Expenditures: $ 50,009,800**

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number		Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
100	General Fund						
3100	Sales & Use Tax	3,120,000	2,284,419	835,581	73%	(320,000)	2,800,000
3104	Pass-Through Property Tax	177,800	297,402	(119,602)	167%	119,700	297,500
3105	Property Tax-Secured	4,502,200	4,929,572	(427,372)	109%	427,400	4,929,600
3106	Property Tax-Unsecured	249,500	249,408	92	100%	-	249,500
3107	Property Tax-Prior Year	174,300	147,761	26,539	85%	-	174,300
3108	Property Tax-HOPTR	42,000	38,931	3,069	93%	-	42,000
3109	Property Tax-Supplemental, SBE	83,200	205,398	(122,198)	247%	122,200	205,400
3110	Real Property Transfer Tax	201,700	208,370	(6,670)	103%	28,700	230,400
3113	Property Tax-Misc Adjustments	1,100	1,481	(381)	135%	400	1,500
3120	Franchise Fee-Solid Waste	340,000	297,209	42,791	87%	-	340,000
3121	Franchise Fee-Electricity	400,000	421,518	(21,518)	105%	21,600	421,600
3122	Franchise Fee-Gas	115,000	144,858	(29,858)	126%	29,900	144,900
3123	Franchise Fee Cable-Charter	180,000	117,659	62,341	65%	-	180,000
3124	Franchise Fee-Telecomm-Frontier	100,000	40,722	59,278	41%	-	100,000
3200	Business Registration Fee	45,000	49,345	(4,345)	110%	14,400	59,400
3201	NPDES Inspection Fee	8,000	2,555	5,446	32%	-	8,000
3210	Planning Fee	1,000	429,560	(428,560)	42956%	400,000	401,000
3215	Film Permits	1,000	-	1,000	0%	(1,000)	-
3220	Cannabis Application Fee	15,000	50,000	(35,000)	333%	35,000	50,000
3221	Cannabis Regulatory Fee	213,000	-	213,000	0%	(213,000)	-
3100	Cannabis Sales Tax	320,000	-	320,000	0%	-	320,000
3230	Develop/Engineering Permit Fee	15,000	6,020	8,980	40%	-	15,000
3235	Encroachment Permit	140,000	186,177	(46,177)	133%	50,000	190,000
3240	Building & Safety Fee	480,600	1,247,067	(766,467)	259%	800,000	1,280,600
3243	BSAF Admin Retention Revenue	500	-	500	0%	-	500
3244	MSHCP Admin Fee	5,000	5,616	(616)	112%	1,000	6,000
3250	Fire Fees	70,000	94,083	(24,083)	134%	-	70,000
3259	Fixed Engineering Project Revenue	-	49,442	(49,442)	0%	60,000	60,000
3260	Private Development Fee - Planning	586,400	358,891	227,509	61%	(136,400)	450,000
3261	Development Engineering Fee	766,500	605,321	161,179	79%	-	766,500
3262	Private Development Fee - Building	401,100	321,456	79,644	80%	-	401,100
3268	Code Enforcement Revenue	35,000	13,768	21,232	39%	(15,000)	20,000
3270	Fines & Forfeitures	45,000	28,463	16,537	63%	-	45,000
3271	AMR Fines	20,000	17,176	2,824	86%	-	20,000
3300	Abandoned Property Registration	1,000	500	500	50%	-	1,000
3310	Public Safety Revenue	18,000	14,168	3,832	79%	-	18,000
3320	Special Event Revenue	13,000	6,353	6,647	49%	(3,000)	10,000
3321	Community Room Rental Fee	8,000	6,262	1,738	78%	-	8,000
3324	RTA Bus Pass	200	-	200	0%	-	200
3500	Motor Vehicle License Fee	43,000	45,357	(2,357)	105%	2,400	45,400
3501	Vehicle License Fee Replacement SB130	3,356,700	3,458,170	(101,470)	103%	101,500	3,458,200
3515	Workers Compensation Reimbursements	-	10,140	(10,140)	0%	11,500	11,500
3525	SB90 State Mandated Cost Reimb	20,000	78	19,922	0%	26,000	46,000
3535	County/Special Dist. Reimb.	16,000	-	16,000	0%	-	16,000
3540	Grant Revenue	-	(217)	217	0%	-	-
3650	Tenant Lease Revenue	50,000	49,892	108	100%	-	50,000
3800	Interest Income	300,000	537,525	(237,525)	179%	267,600	567,600
3801	Gain or Loss on Investment	-	54,472	(54,472)	0%	54,500	54,500
3803	NSF Fees	100	-	100	0%	-	100
3848	Breakfast with Santa	2,000	-	2,000	0%	-	2,000
3850	Miscellaneous Income	15,000	6,017	8,983	40%	-	15,000
3852	Sponsorships & Donations	100	426	(326)	426%	400	500
3856	Community Clean-Up Reimb.	-	9,285	(9,285)	0%	9,300	9,300
3860	Professional Development Fee-Building	-	3,472	(3,472)	0%	4,000	4,000
3861	Professional Development Fee-Planning	-	91	(91)	0%	100	100
3863	Techonology Fee - Building	-	5,445	(5,445)	0%	6,000	6,000
3864	Techonology Fee - Planning	-	143	(143)	0%	200	200
3900	Transfers In	375,200	15,100	360,100	4%	-	375,200
3903	DAERF Administrative Services Fees	300	77	223	26%	-	300
3955	Public Surplus Revenue	1,500	-	1,500	0%	-	1,500
	Total General Fund	**17,075,000**	**17,072,402**	**2,598**	**100%**	**1,905,400**	**18,980,400**

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
110 Development Agreement						
3222 Cannabis Development Agreement Fee	950,000	944,013	5,987	99%	-	950,000
3800 Interest Income	10,000	15,752	(5,752)	158%	6,500	16,500
3801 Gain or Loss on Investment	-	4,357	(4,357)	0%	4,400	4,400
Total Development Agreement	960,000	964,122	(4,122)	100%	10,900	970,900
115 ARPA Fund						
3540 American Rescue Plan Act Revenue	6,000,000	-	6,000,000	0%	-	6,000,000
3800 Interest Income	60,000	179,495	(119,495)	299%	125,000	185,000
Total ARPA Fund	6,060,000	179,495	5,880,505	3%	125,000	6,185,000
120 Measure AA Fund						
3100 Sales & Use Tax	5,404,700	4,351,748	1,052,953	81%	345,300	5,750,000
3580 Developer Payment	4,600	4,600	-	100%	-	4,600
3800 Interest Income	150,000	268,064	(118,064)	179%	150,000	300,000
3801 Gain or Loss on Investment	-	55,826	(55,826)		55,900	55,900
Total Measure AA Fund	5,559,300	4,680,237	879,063	84%	551,200	6,110,500
125 General Plan Update Fund						
3800 Interest Income	-	27	(27)		100	100
3900 Transfers In	200,000	-	200,000		120,000	320,000
Total General Plan Update Fund	200,000	27	199,973	0%	120,100	320,100
200 Gas Tax						
3503 Gas Tax 2103	340,200	306,015	34,185	90%	-	340,200
3505 Gas Tax 2105	230,400	203,177	27,223	88%	-	230,400
3506 Gas Tax 2106	147,400	133,301	14,099	90%	-	147,400
3507 Gas Tax 2107	276,400	274,464	1,936	99%	-	276,400
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3580 Developer Reimbursement	6,700	6,693	7	100%	-	6,700
3800 Interest Income	-	612	(612)	0%	700	700
3810 Settlement Proceeds	-	9,455	(9,455)	0%	9,500	9,500
Total Gas Tax	1,007,100	939,717	67,383	93%	10,200	1,017,300
201 Measure A						
3520 Measure A Revenue	1,052,500	749,358	303,142	71%	-	1,052,500
3800 Interest Income	500	1,911	(1,411)	382%	1,500	2,000
Total Measure A	1,053,000	751,269	301,731	71%	1,500	1,054,500
203 TDA Fund						
3524 TDA Article 3 Rev	300,000	-	300,000	0%	(300,000)	-
Total TDA Fund	300,000	-	300,000	0%	(300,000)	-
210 AQMD						
3510 AQMD-AB2766	48,000	36,652	11,348	76%	-	48,000
3800 Interest Income	-	530	(530)	0%	600	600
Total AQMD	48,000	37,181	10,819	77%	600	48,600

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
212 Waste Services						
3120 Franchise Fees-Solid Waste	50,000	53,186	(3,186)	106%	3,200	53,200
3131 Street Sweeping Mitigation Fee	150,000	159,558	(9,558)	106%	9,600	159,600
3800 Interest Income	27,000	30,161	(3,161)	112%	3,200	30,200
3801 Gain or Loss on Investment	-	9,049	(9,049)	0%	9,100	9,100
Total Waste Services	227,000	251,954	(24,954)	111%	25,100	252,100
220 CFD 2022-1						
3551 Special Assessment Tax A - Maintenance	8,900	17,830	(8,930)	200%	9,000	17,900
3552 Special Assessment Tax B - Public Safety	69,400	98,581	(29,181)	142%	29,200	98,600
3573 Special Assessment Tax - Zone 0	6,300	-	6,300	0%	-	6,300
3574 Special Assessment Tax - Zone 1	35,200	35,996	(796)	102%	800	36,000
3575 Special Assessment Tax - Zone 2	17,300	34,029	(16,729)	197%	16,800	34,100
3577 Special Assessment Tax - Zone 4	14,600	29,144	(14,544)	200%	14,600	29,200
Total CFD 2022-1	151,700	215,580	(63,880)	142%	70,400	222,100
221 CFD 2022-2						
3551 Special Assessment Tax A - Maintenance	66,600	133,116	(66,516)	200%	66,600	133,200
Total CFD 2022-2	66,600	133,116	(66,516)	200%	66,600	133,200
222 CFD 2013-1 Zone 24						
3551 Special Assessment Tax - Zone 24	61,700	70,517	(8,817)	114%	8,900	70,600
Total CFD 2013-1	61,700	70,517	(8,817)	114%	8,900	70,600
223 CFD 2022-3						
3551 Special Assessment Tax A - Maintenance	125,600	246,696	(121,096)	196%	121,100	246,700
Total CFD 2022-3	125,600	246,696	(121,096)	196%	121,100	246,700
224 CFD 2023-1						
3551 Special Assessment Tax A - Maintenance	7,500	-	7,500	0%	-	7,500
Total CFD 2023-1	7,500	-	7,500	0%	-	7,500

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number		Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
251 LLMD 89-1C							
3800	Interest Income	1,200	2,323	(1,123)	194%	1,200	2,400
8181	Zone 181 Special Assessment	27,400	27,919	(519)	102%	600	28,000
8803	Zone 3 Special Assessment	107,700	107,080	620	99%	-	107,700
8818	Zone 18 STL Special Assessment	1,000	895	105	89%	-	1,000
8826	Zone 26 STL Special Assessment	1,400	1,279	121	91%	-	1,400
8827	Zone 27 STL Special Assessment	1,600	1,457	143	91%	-	1,600
8829	Zone 29 Special Assessment	1,200	1,097	103	91%	-	1,200
8830	Zone 30 Special Assessment	35,100	35,299	(199)	101%	200	35,300
8835	Zone 35 STL Special Assessment	100	-	100	0%	-	100
8842	Zone 42 Special Assessment	37,200	37,659	(459)	101%	500	37,700
8850	Zone 50 STL Special Assessment	400	273	127	68%	-	400
8851	Zone 51 Special Assessment	9,600	9,512	88	99%	-	9,600
8852	Zone 52 Special Assessment	71,000	70,828	172	100%	-	71,000
8859	Zone 59 Special Assessment	6,100	6,094	6	100%	-	6,100
8862	Zone 62 Special Assessment	19,000	19,231	(231)	101%	300	19,300
8867	Zone 67 Special Assessment	8,200	7,995	205	97%	-	8,200
8870	Zone 70 STL Special Assessment	1,500	1,398	102	93%	-	1,500
8871	Zone 71 Special Assessment	12,800	13,100	(300)	102%	300	13,100
8872	Zone 71 Spec. Assess-Lighting	500	418	82	84%	-	500
8873	Zone 73 STL Special Assessment	1,000	892	108	89%	-	1,000
	Total LLMD 89-1C	344,000	344,750	(750)	100%	3,100	347,100
252 CSA-22							
3550	Special Assessment	31,600	30,812	788	98%	-	31,600
	Total CSA-22	31,600	30,812	788	98%	-	31,600
253 CSA-103							
3557	Special Assessment - Street Lights	155,000	152,996	2,004	99%	-	155,000
3558	Special Assessment - Landscape	22,600	22,009	591	97%	-	22,600
	Total CSA-103	177,600	175,005	2,595	99%	-	177,600
254 CSA-142							
3550	Special Assessment	37,900	37,751	149	100%	-	37,900
3800	Interest Income	-	187	(187)	0%	300	300
	Total CSA-142	37,900	37,938	(38)	100%	300	38,200
255 Measure Z Park							
3550	Special Assessment	404,000	347,687	56,313	86%	-	404,000
3553	Marna O'Brien Park-Facility Rent	12,000	10,736	1,264	89%	-	12,000
3555	Windsong Park-Facility Rent	100	35	65	35%	-	100
3800	Interest Income	100	-	100	0%	-	100
	Total Measure Z Park	416,200	358,457	57,743	86%	-	416,200
259 CFD 2017-1 DIF Deferral							
3552	Special Assessment	89,300	83,990	5,310	94%	-	89,300
	Total CFD 2017-1	89,300	83,990	5,310	94%	-	89,300

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
260 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	37,400	38,056	(656)	102%	700	38,100
3552 Special Assessment Tax - Zone 2	23,500	23,993	(493)	102%	500	24,000
3800 Interest Income	-	425	(425)	0%	500	500
Total CFD 2013-1	60,900	62,474	(1,574)	103%	1,700	62,600
261 CFD 2013-1 Zn 3						
3551 Special Assessment Tax A- Maintenance	69,200	72,695	(3,495)	105%	3,500	72,700
3800 Interest Income	-	779	(779)	0%	800	800
Total CFD 2013-1 Annex 1 Zn 3	69,200	73,473	(4,273)	106%	4,300	73,500
262 CFD 2013-1 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	168	132	56%	-	300
Total CFD 2013-1 Annex 2 Zn 4	300	168	132	56%	-	300
263 CFD 2013-1 Zn5						
3551 Special Assessment Tax A- Maintenance	45,700	46,429	(729)	102%	800	46,500
3800 Interest Income	-	415	(415)	0%	500	500
Total CFD 2013-1 Annex 3 Zn5	45,700	46,844	(1,144)	103%	1,300	47,000
266 CFD 2013-1 Zn8						
3551 Special Assessment Tax A- Maintenance	10,000	10,113	(113)	101%	200	10,200
3800 Interest Income	-	91	(91)	0%	100	100
Total CFD 2013-1 Annex 6 Zn8	10,000	10,204	(204)	102%	300	10,300
267 CFD 2013-1 Zn9						
3551 Special Assessment Tax A- Maintenance	12,500	12,667	(167)	101%	200	12,700
3800 Interest Income	-	135	(135)	0%	200	200
Total CFD 2013-1 Annex 7 Zn9	12,500	12,802	(302)	102%	400	12,900
268 CFD 2013-1 Zn10						
3551 Special Assessment Tax A- Maintenance	49,400	48,539	861	98%	-	49,400
3800 Interest Income	-	35	(35)	0%	100	100
Total CFD 2013-1 Annex 8 Zn10	49,400	48,573	827	98%	100	49,500
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	175,300	199,889	(24,589)	114%	24,600	199,900
3800 Interest Income	-	1	(1)	0%	100	100
Total CFD 2013-1 Special Tax B	175,300	199,890	(24,590)	114%	24,700	200,000
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	18,900	19,234	(334)	102%	400	19,300
3800 Interest Income	-	156	(156)	0%	200	200
Total CFD 2013-1 Zn11	18,900	19,390	(490)	103%	600	19,500

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,300	1,472	(172)	113%	200	1,500
3800 Interest Income	-	7	(7)	0%	100	100
Total CFD 2013-1 Zn13	1,300	1,479	(179)	114%	300	1,600
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	7,800	7,788	12	100%	-	7,800
3800 Interest Income	-	61	(61)	0%	100	100
Total CFD 2013-1 Zn14	7,800	7,850	(50)	101%	100	7,900
273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	18,500	18,886	(386)	102%	400	18,900
3800 Interest Income	-	110	(110)	0%	200	200
Total CFD 2013-1 Zn15	18,500	18,996	(496)	103%	600	19,100
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	5,600	5,621	(21)	100%	100	5,700
3800 Interest Income	-	31	(31)	0%	100	100
Total CFD 2013-1 Zn16	5,600	5,652	(52)	101%	200	5,800
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	21,700	22,098	(398)	102%	400	22,100
3800 Interest Income	-	109	(109)	0%	200	200
Total CFD 2013-1 Zn18	21,700	22,207	(507)	102%	600	22,300
277 CFD 2013-1 Zn19						
3551 Special Assessment Tax A- Maintenance	88,000	88,766	(766)	101%	800	88,800
3800 Interest Income	-	287	(287)	0%	300	300
Total CFD 2013-1 Zn19	88,000	89,054	(1,054)	101%	1,100	89,100
279 CFD 2013-1 Zn21						
3551 Special Assessment Tax A- Maintenance	2,700	2,636	64	98%	-	2,700
3800 Interest Income	-	9	(9)	0%	100	100
Total CFD 2013-1 Zn21	2,700	2,644	56	98%	100	2,800
280 Grants						
3540 Grant Revenue	181,200	71,975	109,225	40%	-	181,200
3900 Transfers In	-	30,480	(30,480)	0%	30,500	30,500
Total Grants	181,200	102,455	78,745	57%	30,500	211,700
281 SLESF						
3521 SLESF Revenue	162,000	186,159	(24,159)	115%	24,200	186,200
3800 Interest Income	-	-	-	0%	600	600
Total SLESF	162,000	186,159	(24,159)	115%	24,800	186,800

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
282 CDBG						
3900 Transfers In	-	33,706	(33,706)	0%	33,800	33,800
Total CDBG	-	33,706	(33,706)	0%	33,800	33,800
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	40,000	23,718	16,282	59%	-	40,000
3800 Interest Income	-	192	(192)	0%	200	200
Total PEG	40,000	23,910	16,090	60%	200	40,200
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	175,100	-	175,100	0%	-	175,100
3800 Interest Income	1,500	167	1,333	11%	-	1,500
Total Streetlight	176,600	167	176,433	0%	-	176,600
300 Cemetery						
3104 RPTTF Redevelopment Property Tax	21,800	42,814	(21,014)	196%	21,100	42,900
3105 Property Tax-Secured	529,800	616,342	(86,542)	116%	86,600	616,400
3106 Property Tax-Unsecured	31,100	31,097	3	100%	-	31,100
3107 Property Tax-Prior Year	8,900	9,395	(495)	106%	500	9,400
3108 Property Tax-HOPTR	5,500	4,853	647	88%	-	5,500
3109 Property Tax-Supplemental, SBE	14,000	31,372	(17,372)	224%	17,400	31,400
3111 Property Tax-Teeter	10,200	-	10,200	0%	-	10,200
3113 Property Tax-Misc Adjustments	200	184	16	92%	-	200
3800 Interest Income	20,000	29,411	(9,411)	147%	9,500	29,500
3801 Gain or Loss on Investment	-	9,049	(9,049)	0%	9,100	9,100
3850 Miscellaneous Income	100	-	100	0%	-	100
4100 Cemetery - Plots	60,000	45,411	14,589	76%	-	60,000
4101 Cemetery - Vaults	10,000	7,020	2,980	70%	-	10,000
4102 Cemetery - Niche Walls	3,600	1,421	2,179	39%	-	3,600
4103 Cemetery - Open/Close	25,000	18,178	6,822	73%	-	25,000
4104 Cemetery - Setting fees	5,000	4,168	832	83%	-	5,000
4105 Cemetery - Out of District	9,000	5,680	3,320	63%	-	9,000
4106 Cemetery - Vases	2,500	2,508	(8)	100%	100	2,600
4107 Saturday Service Fees	1,200	853	347	71%	-	1,200
Total Cemetery	757,900	859,756	(101,856)	113%	144,300	902,200
301 Cemetery Endowment						
3536 Endowment	48,000	35,958	12,042	75%	-	48,000
3800 Interest Income	20,000	20,254	(254)	101%	1,500	21,500
Total Cemetery Endowment	68,000	56,212	11,788	83%	1,500	69,500
302 Cemetery CIP						
3900 Transfer In	100,000	-	100,000	0%	(80,000)	20,000
3800 Interest Income	-	50	(50)	0%	100	100
Total Cemetery CIP	100,000	50	99,950	0%	(79,900)	20,100

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
410 Admin DIF						
3561 DIF-Single Family Residence	6,900	2,432	4,468	35%	-	6,900
3562 DIF-Multi-Family Residential	2,000	4,568	(2,568)	228%	-	2,000
3563 DIF-Commercial	2,000	-	2,000	0%	-	2,000
Total Admin DIF	10,900	7,000	3,900	64%	-	10,900
420 Public Facilities DIF						
3561 DIF-Single Family Residence	52,500	33,082	19,419	63%	-	52,500
3562 DIF-Multi-Family Residential	143,100	181,074	(37,974)	127%	-	143,100
3563 DIF-Commercial	15,000	616	14,384	4%	-	15,000
3800 Interest Income	-	1,141	(1,141)	0%	2,000	2,000
Total Public Facilities DIF	210,600	215,913	(5,313)	103%	2,000	212,600
421 Police DIF						
3561 DIF-Single Family Residence	37,500	19,636	17,865	52%	-	37,500
3562 DIF-Multi-Family Residential	84,700	107,064	(22,364)	126%	-	84,700
3563 DIF-Commercial	7,500	393	7,107	5%	-	7,500
3800 Interest Income	-	1,212	(1,212)	0%	1,500	1,500
Total Police DIF	129,700	128,305	1,395	99%	1,500	131,200
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	37,500	20,875	16,625	56%	-	37,500
3562 DIF-Multi-Family Residential	92,600	116,412	(23,812)	126%	-	92,600
Total Animal Shelter DIF	130,100	137,287	(7,187)	106%	-	130,100
423 Corp Yard DIF						
3561 DIF-Single Family Residence	12,000	6,832	5,168	57%	-	12,000
3562 DIF-Multi-Family Residential	29,500	37,332	(7,832)	127%	-	29,500
3563 DIF-Commercial	3,000	144	2,856	5%	-	3,000
3800 Interest Income	-	73	(73)	0%	-	-
Total Corp Yard DIF	44,500	44,381	119	100%	-	44,500
430 Fire Facilities DIF						
3561 DIF-Single Family Residence	67,500	37,939	29,561	56%	-	67,500
3562 DIF-Multi-Family Residential	162,200	203,811	(41,611)	126%	-	162,200
3563 DIF-Commercial	12,000	717	11,283	6%	-	12,000
3800 Interest Income	-	1,851	(1,851)	0%	2,200	2,200
Total Fire Facilities DIF	241,700	244,317	(2,617)	101%	2,200	243,900
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	450,000	268,407	181,594	60%	-	450,000
3562 DIF-Multi-Family Residential	1,140,200	1,442,952	(302,752)	127%	-	1,140,200
3563 DIF-Commercial	420,000	28,813	391,187	7%	-	420,000
3800 Interest Income	60,000	77,470	(17,470)	129%	30,000	90,000
3801 Gain or Loss on Investment	-	22,995	(22,995)	0%	-	-
Total Trans-Roads DIF	2,070,200	1,840,636	229,564	89%	30,000	2,100,200

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	52,500	34,623	17,877	66%	-	52,500
3562 DIF-Multi-Family Residential	147,800	186,960	(39,160)	126%	-	147,800
3563 DIF-Commercial	60,000	3,027	56,973	5%	-	60,000
3800 Interest Income	-	772	(772)	0%	1,200	1,200
Total Trans-Signals DIF	260,300	225,383	34,917	87%	1,200	261,500
451 Drainage DIF						
3561 DIF-Single Family Residence	225,000	135,787	89,213	60%	-	225,000
3562 DIF-Multi-Family Residential	456,400	577,584	(121,184)	127%	-	456,400
3563 DIF-Commercial	60,000	8,814	51,186	15%	-	60,000
3800 Interest Income	-	2,970	(2,970)	0%	3,000	3,000
Total Drainage DIF	741,400	725,155	16,245	98%	3,000	744,400
460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	75,000	52,271	22,730	70%	-	75,000
3562 DIF-Multi-Family Residential	222,400	281,421	(59,021)	127%	-	222,400
Total Park Land Acquisition DIF	297,400	333,692	(36,292)	112%	-	297,400
461 Park Improvements DIF						
3561 DIF-Single Family Residence	510,000	352,467	157,533	69%	-	510,000
3562 DIF-Multi-Family Residential	1,465,100	1,854,204	(389,104)	127%	-	1,465,100
3800 Interest Income	70,000	96,454	(26,454)	138%	35,000	105,000
Total Park Improvements DIF	2,045,100	2,303,125	(258,025)	113%	35,000	2,080,100
470 Community Ctr DIF						
3561 DIF-Single Family Residence	55,800	41,069	14,731	74%	-	55,800
3562 DIF-Multi-Family Residential	177,200	224,115	(46,915)	126%	-	177,200
3800 Interest Income	-	1,059	(1,059)	0%	1,500	1,500
Total Community Ctr DIF	233,000	266,243	(33,243)	114%	1,500	234,500
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	88,700	66,970	21,731	76%	-	88,700
3562 DIF-Multi-Family Residential	281,300	355,908	(74,608)	127%	-	281,300
3563 DIF-Commercial	20,700	2,705	17,995	13%	-	20,700
3800 Interest Income	-	1,561	(1,561)	0%	1,600	1,600
Total Multipurpose Trails DIF	390,700	427,143	(36,443)	109%	1,600	392,300
490 Library DIF						
3800 Interest Income	-	23	(23)	0%	100	100
Total Library DIF	-	23	(23)	0%	100	100
500 RMRA Capital Projects						
3540 RMRA Revenue	889,800	696,661	193,139	78%	-	889,800
3800 Interest Income	-	3,131	(3,131)	0%	3,500	3,500
3850 Miscellaneous Income	-	2,800	(2,800)	0%	2,800	2,800
Total RMRA Capital Projects	889,800	702,592	187,208	79%	6,300	896,100

City of Wildomar
Revenue Group Budget Report
4th Quarter Budget Report FY 2023/24
July 1st, 2023 to June 30th, 2024

Account Number	Budget	12 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
501 Capital Reinvestment						
3541 EVMWD Reimb. Payments	59,300	-	59,300	0%	-	59,300
3900 Transfer In	200,000	-	200,000	0%	-	200,000
Total Capital Reinvestment	259,300	-	259,300	0%	-	259,300
502 RCFC Fund						
3540 Grant Revenue	223,500	-	223,500	0%	122,800	346,300
Total RCFC	223,500	-	223,500	0%	122,800	346,300
503 TUMF Fund						
3540 Grant Revenue	12,064,300	1,209,018	10,855,282	10%	(8,354,800)	3,709,500
Total TUMF	12,064,300	1,209,018	10,855,282	10%	(8,354,800)	3,709,500
505 MSRC Fund						
3540 Grant Revenue	25,000	-	25,000	0%		25,000
Total MSRC	25,000	-	25,000	0%	-	25,000
506 HSIP Fund						
3540 Grant Revenue	16,900	934	15,966	6%	-	16,900
3900 Transfers In	65,000	-	65,000	0%	-	65,000
Total HSIP	81,900	934	80,966	1%	-	81,900
507 Misc State Funded Projects						
3540 Grant Revenue	524,900	-	524,900	0%	-	524,900
Total Misc State Funded Projects	524,900	-	524,900	0%	-	524,900
508 Local Capital grants-Misc						
3540 Grant Revenue	3,516,000	-	3,516,000	0%	(3,516,000)	-
Total Local Capital Grants-Misc	3,516,000	-	3,516,000	0%	(3,516,000)	-
Total	**$ 60,462,900**	**$ 37,268,529**	**$ 23,194,371**	**62%**	**(8,751,600)**	**51,711,300**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY2023-24
July 1, 2023 to June 30, 2024

Fund	Adopted Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
General Fund						
100 General Fund						
General Government						
City Council	$ 306,300	$ 151,720	$ 154,580	50%	$ -	$ 306,300
City Manager	479,900	295,325	184,575	62%	-	479,900
City Clerk	339,800	262,721	77,079	77%	-	339,800
City Attorney	236,700	219,514	17,186	93%	20,000	256,700
Economic Development	342,200	247,713	94,487	72%	-	342,200
Administrative Services	1,025,100	702,815	322,285	69%	-	1,025,100
Human Resources	320,400	225,076	95,324	70%	-	320,400
IT Services	344,000	319,378	24,622	93%	25,500	369,500
Community Services	306,500	228,506	77,994	75%	24,100	330,600
O'Brien Park	2,500	1,905	595	76%	1,200	3,700
Windsong Park	-	420	(420)	0%	700	700
Ball Fields	25,400	8,396	17,004	33%	-	25,400
Malaga Park	-	(70)	70	0%	-	-
11 Acre Park	1,200	600	600	50%	-	1,200
27 Acre Park	5,000	1,600	3,400	32%	-	5,000
20 Acre Park	6,000	5,166	834	86%	2,200	8,200
Non-Departmental/Facilities	977,100	809,539	167,561	83%	172,300	1,149,400
General Government Total	**4,718,100**	**3,480,325**	**1,237,775**	**74%**	**246,000**	**4,964,100**
Community Development						
Community Development Administration	86,600	77,168	9,432	89%	10,500	97,100
Planning Commission	12,400	3,286	9,114	26%	-	12,400
Building and Safety	680,500	569,847	110,653	84%	104,100	784,600
Planning	738,400	524,446	213,954	71%	-	738,400
Development Engineering	565,300	490,136	75,164	87%	32,200	597,500
Cannabis Compliance	51,100	6,199	44,901	12%	-	51,100
Code Enforcement	569,900	381,619	188,282	67%	-	569,900
Community Development Total	**2,704,200**	**2,052,700**	**651,500**	**76%**	**146,800**	**2,851,000**
Public Works/Engineering	**558,500**	**409,102**	**149,398**	**73%**	**-**	**558,500**
Public Safety						
Office of Emergency Mgmt	23,000	12,660	10,340	55%	-	23,000
Police	5,431,100	4,587,354	843,746	84%	-	5,431,100
Fire	2,982,200	2,053,590	928,610	69%	-	2,982,200
Animal Control	423,600	394,018	29,582	93%	-	423,600
Public Safety Total	**8,859,900**	**7,047,621**	**1,812,279**	**80%**	**-**	**8,859,900**
100 General Fund Total	**16,840,700**	**12,989,748.12**	**3,850,952**	**77%**	**$ 392,800**	**$ 17,233,500**
115 American Rescue Plan Act						
General Government	6,117,000	5,469,175	647,825	89%	15,000	6,132,000
20 Acre Park CIP099	275,000	-	275,000	0%	(275,000)	-
Total ARPA	**6,392,000**	**5,469,175**	**922,825**	86%	**(260,000)**	**6,132,000**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY2023-24
July 1, 2023 to June 30, 2024

Fund	*Adopted Budget*	*12 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
120 Measure AA						
Public Works/Engineering	622,100	421,116	200,984	68%	-	622,100
Local Road Safety Plan CIP051	50,000	157	49,843	0%	-	50,000
Pavement Rehabilitation Program CIP057	1,850,000	1,444,477	405,523	78%	-	1,850,000
Right-of-Way Enhancement Program CIP066	100,000	-	100,000	0%	(100,000)	-
Interim Field Operations Center CIP098	350,000	35	349,965	0%	-	350,000
Palomar Widening CIP028-2	730,800	-	730,800	0%	(27,000)	703,800
Auditing/Admin Services	11,100	13,324	(2,224)	120%	5,700	16,800
City Clerk	13,100	9,581	3,519	73%	-	13,100
Bundy Canyon/Scott Road Widening	-	20,846	(20,846)	0%	32,000	32,000
Slurry Seal CIP058	1,350,000	1,135,184	214,816	84%	-	1,350,000
Code Enforcement	296,000	133,205	162,795	45%	(5,100)	290,900
Police	980,400	837,663	142,737	85%	-	980,400
Fire	1,736,200	1,162,505	573,695	67%	-	1,736,200
Community Services-Homeless Program	134,600	24,387	110,213	18%	(5,700)	128,900
Total Measure AA	**8,224,300**	**5,202,481**	**3,021,819**	63%	**(100,100)**	**8,124,200**
125 General Plan Update						
General Plan Update	950,000	620,908	329,092	65%	-	950,000
Total General Plan Update	**950,000**	**620,908**	**329,092**	65%	**-**	**950,000**
All General Funds Total:	**32,407,000**	**24,282,312**	**8,124,688**	**75%**	**32,700**	**32,439,700**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY2023-24
July 1, 2023 to June 30, 2024

Fund	Adopted Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
Non-General Funds						
200-GAS TAX						
Public Works/Engineering	1,134,300	673,336	460,964	59%	-	1,134,300
Total Gas Tax	**1,134,300**	**673,336**	**460,964**	**59%**	**-**	**1,134,300**
201-MEASURE A						
Public Works/Engineering	546,100	251,620	294,480	46%	(15,300)	530,800
Bundy Canyon/Scott Rd Widen CIP26	800	115	685	14%	1,000	1,800
Palomar Widening Ph II CIP028	110,000	9,523	100,477	9%	500	110,500
Wildomar Channel Trail Gates CIP043	15,000	-	15,000	0%	-	15,000
Pavement Management Program CIP050	100,000	70	99,930	0%	-	100,000
Local Road Safety Program CIP051	50,000	15,207	34,793	30%	-	50,000
Pavement Rehab Program CIP057	91,100	227,758	(136,658)	250%	186,300	277,400
Sedco Sidewalk Improvement	15,000	-	15,000	0%	-	15,000
Line C Basin CIP063	48,500	3,793	44,707	8%	-	48,500
Right-of-Way Enhancement Program CIP066	25,000	139	24,861	1%	-	25,000
Sedco MDP Storm Drain CIP086	10,000	-	10,000	0%	(10,000)	-
Bundy Canyon Traffic Circle CIP088	115,000	24,711	90,289	21%	(13,500)	101,500
Traffic Signal Retrofits & Upgrd. CIP089	107,500	13,095	94,406	12%	(70,000)	37,500
Catch Basin Retrofit Project CIP091	-	32	(32)	0%	300	300
Sedco Boulevard Roadway Safety Program CIP096	100,000	35	99,965	0%	(79,300)	20,700
Total Measure A	**1,334,000**	**546,096**	**787,904**	**41%**	**-**	**1,334,000**
210 AQMD						
Public Works/Engineering	6,900	4,500	2,400	65%	-	6,900
Right-of-Way Enhancement Program CIP066	45,000	-	45,000	0%	(45,000)	-
Total AQMD	**51,900**	**4,500**	**47,400**	**9%**	**(45,000)**	**6,900**
212 WASTE SERVICES						
Public Works	90,300	84,110	6,190	93%	10,800	101,100
General Government	10,300	10,811	(511)	105%	900	11,200
Total Waste Services	**100,600**	**94,921**	**5,679**	**94%**	**11,700**	**112,300**
220 CFD 2022-1 Special Tax A						
Public Works/Engineering	117,400	4,928	112,472	4%	-	117,400
Total CFD 2022-1	**117,400**	**4,928**	**112,472**	**4%**	**-**	**117,400**
221 CFD 2022-2 Special Tax A						
Public Works/Engineering	5,000	4,583	417	92%	-	5,000
Total CFD 2022-2	**5,000**	**4,583**	**417**	**92%**	**-**	**5,000**
222 CFD 2013-1 Zone 24						
Public Works/Engineering	53,700	-	53,700	0%	-	53,700
Total CFD 2013-1 Zn 24	**53,700**	**-**	**53,700**	**0%**	**-**	**53,700**
223 CFD 2022-3						
Public Works/Engineering	5,000	4,583	417	92%	-	5,000
Total CFD 2022-3	**5,000**	**4,583**	**417**	**92%**	**-**	**5,000**
224 CFD 2023-1						
Public Works/Engineering	13,600	13,540	60	100%	-	13,600
Total CFD 2023-1	**13,600**	**13,540**	**60**	**100%**	**-**	**13,600**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY2023-24
July 1, 2023 to June 30, 2024

Fund	Adopted Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
251 LLMD 89-1C						
Public Works/Engineering Streetlights	71,900	57,464	14,436	80%	1,400	73,300
General Government	200	451	(251)	226%	300	500
Zone 3	148,200	106,684	41,516	72%	-	148,200
Zone 18	700	-	700	0%	-	700
Zone 26	800	-	800	0%	-	800
Zone 27	1,500	476	1,024	32%	-	1,500
Zone 29	2,300	1,244	1,056	54%	-	2,300
Zone 30	14,000	10,353	3,647	74%	-	14,000
Zone 35	400	-	400	0%	-	400
Zone 42	31,000	24,888	6,112	80%	-	31,000
Zone 50	400	-	400	0%	-	400
Zone 51	6,700	3,984	2,716	59%	-	6,700
Zone 52	18,400	5,799	12,601	32%	-	18,400
Zone 59 Streetlights	700	407	293	58%	-	700
Zone 59 Landscape	3,200	3,294	(94)	103%	2,900	6,100
Zone 62	11,600	3,896	7,704	34%	1,800	13,400
Zone 67	4,300	1,535	2,765	36%	-	4,300
Zone 70	800	122	678	15%	-	800
Zone 71 Streetlights	600	-	600	0%	-	600
Zone 71 Landscape	10,400	2,764	7,636	27%	-	10,400
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 181 Streetlights	1,700	666	1,034	39%	-	1,700
Zone 181 Landscape	20,500	1,051	19,449	5%	-	20,500
CIP100 Maintenance District Enhancement Project	281,400	14,843	266,557	5%	-	281,400
CIP091 Catch Basin Retrofit Project	385,100	-	385,100	0%	-	385,100
LLMD 89-1C Total	**1,017,300**	**239,922**	**777,378**	**24%**	**6,400**	**1,023,700**
252 CSA-22						
Street Lights	44,000	11,763	32,237	27%	-	44,000
CSA-22	**44,000**	**11,763**	**32,237**	**27%**	**-**	**44,000**
253 - CSA 103						
Landscape & Drainage	20,900	8,480	12,420	41%	-	20,900
CIP0100 Maintenance District Enhancement Project	13,400	707	12,693	5%	-	13,400
Street Lights	170,200	54,304	115,896	32%	-	170,200
CSA-103	**204,500**	**63,491**	**141,009**	**31%**	**-**	**204,500**
254 - CSA 142						
Public Works	1,500	-	1,500	0%	-	1,500
Street Lights	29,800	8,441	21,359	28%	-	29,800
CSA-142	**31,300**	**8,441**	**22,859**	**27%**	**-**	**31,300**
255 Measure Z - Parks						
Community Services	88,900	62,094	26,806	70%	-	88,900
O'Brien Park	164,700	204,128	(39,428)	124%	12,400	177,100
Heritage Park	58,100	52,784	5,316	91%	-	58,100
Windsong Park	56,600	65,295	(8,695)	115%	-	56,600
Malaga Park	12,900	12,784	116	99%	-	12,900
Total Measure Z Park	**381,200**	**397,085**	**(15,885)**	**104%**	**12,400**	**393,600**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY2023-24
July 1, 2023 to June 30, 2024

Fund		Adopted Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
CFD's							
259	CFD 20171 DIF Deferral	83,800	3,208	80,592	4%	-	83,800
260	CFD 2013-1 Maintenance	64,900	49,113	15,787	76%	-	64,900
261	CFD 2013-1 Annex 1 Zone 3	72,600	20,253	52,347	28%	-	72,600
262	CFD 2013-1 Annex 2 Zone 4	1,900	1,282	618	67%	-	1,900
263	CFD 2013-1 Annex 3 Zone 5	53,500	18,445	35,055	34%	-	53,500
266	CFD 2013-1 Annex 6 Zone 8	9,300	385	8,915	4%	-	9,300
267	CFD 2013-1 Annex 7 Zone 9	11,600	-	11,600	0%	-	11,600
268	CFD 2013-1 Annex 8 Zone 10	40,600	-	40,600	0%	-	40,600
269	CFD 2013-1 Spec Tax B	162,900	-	162,900	0%	-	162,900
270	CFD 2013-1 Zone 11	14,800	236	14,564	2%	-	14,800
271	CFD 2013-1 Zone 13	1,300	-	1,300	0%	-	1,300
272	CFD 2013-1 Zone 14	7,200	-	7,200	0%	-	7,200
273	CFD 2013-1 Zone 15	15,400	-	15,400	0%	-	15,400
274	CFD 2013-1 Zone 16	5,300	-	5,300	0%	-	5,300
276	CFD 2013-1 Zone 18	20,500	-	20,500	0%	-	20,500
277	CFD 2013-1 Zone 19	77,000	1,929	75,071	3%	-	77,000
279	CFD 2013-1 Zone 21	2,800	-	2,800	0%	-	2,800
	Total CFD's	**645,400**	**94,851**	**550,549**	**15%**	**-**	**645,400**
280-Grants							
280-430	Housing Element Study 2020/21	95,000	-	95,000	0%	(95,000)	-
280-992	CalRecycle SB1383 Grant	50,000	676	49,324	1%	700	50,700
280-962	CalRecycle CCPP Grant	10,000	-	10,000	0%	-	10,000
280-993	HCD SB2 Grant for General Plan Update	-	71,975	(71,975)	0%	95,000	95,000
	Total Grants	**155,000**	**72,651**	**82,349**	**47%**	**700**	**155,700**
281-SLESF-COPS Grant		161,300	-	161,300	0%	25,500	186,800
	SLESF	**161,300**	**-**	**161,300**	**0%**	**25,500**	**186,800**
283 PEG Grant							
	Services and Equipment	36,800	19,783	17,017	54%	-	36,800
	Total PEG Grant	**36,800**	**19,783**	**17,017**	**54%**	**-**	**36,800**
284 Streetlight							
	Public Works	175,600	(1,000)	176,600	-1%	-	175,600
	Total Streetlight Fund	**175,600**	**(1,000)**	**176,600**	**-1%**	**-**	**175,600**
300 Cemetery		1,126,500	642,280	484,220	57%	-	1,126,500
	Cemetery	**1,126,500**	**642,280**	**484,220**	**57%**	**-**	**1,126,500**
302-Cemetery Capital Improvement Projects							
	Cemetery Frontage Improvements CIP067-1	700,000	17,787	682,213	3%	(600,000)	100,000
	Cemetery CIP	**700,000**	**17,787**	**682,213**	**3%**	**(600,000)**	**100,000**
410-Admin DIF		-	2,233	(2,233)	0%	2,400	2,400
	Total Admin DIF	**-**	**2,233**	**(2,233)**	**0%**	**2,400**	**2,400**
422-Animal Shelter DIF		124,900	124,830	70	100%	-	124,900
	Total Animal Shelter DIF	**124,900**	**124,830**	**70**	**100%**	**-**	**124,900**
440-Trans-Road DIF		2,897,100	2,794	2,894,306	0%	-	2,897,100
	Total Trans - Road DIF	**2,897,100**	**2,794**	**2,894,306**	**0%**	**-**	**2,897,100**
450- Trans -Signals DIF							
	Bundy Canyon/Orchard St. Traffic Signal CIP075	15,000	-	15,000	0%	-	15,000
	Bundy/Almond Traffic Circle CIP076	15,000	-	15,000	0%	-	15,000
	Total Trans - Signals DIF	**30,000**	**-**	**30,000**	**0%**	**-**	**30,000**

CITY OF WILDOMAR
Expenditure Status Report
4th Quarter FY2023-24
July 1, 2023 to June 30, 2024

Fund		Adopted Budget	12 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
451- Drainage DIF							
	Storm Drain Line F Extension CIP039	-					
	Wildomar Channel/McVicar Crossing CIP073	282,700	-	282,700	0%	-	282,700
	Total Drainage DIF	**282,700**	**-**	**282,700**	**0%**	**-**	**282,700**
460-Park Land Acquisition DIF							
	Legal Services	-	776	(776)	0%	800	800
	Park Purchase	50,000	2,500	47,500	5%	(800)	49,200
	Total Park Land Acquisition DIF	**50,000**	**3,276**	**46,724**	**7%**	**-**	**50,000**
461- Park Improvements DIF							
	Marna O'Brien Park	15,000	-	15,000	0%	-	15,000
	New 20 Acre Park CIP099	500,000	112,959	387,041	23%	-	500,000
	New 27 Acre Park	178,000	90,661	87,339	51%	-	178,000
	Total Park Improvement DIF	**693,000**	**203,620**	**489,380**	**29%**	**-**	**693,000**
490-Library DIF		13,700	-	13,700	0%	(1,000)	12,700
	Total Library DIF	**13,700**	**-**	**13,700**	**0%**	**(1,000)**	**12,700**
500-RMRA Capital Projects							
500-057	Pavement Rehab Program CIP057	2,059,000	1,930,535	128,465	94%	-	2,059,000
	Total RMRA Capital Projects	**2,059,000**	**1,930,535**	**128,465**	**94%**	**-**	**2,059,000**
501-Capital Reinvestment							
501-073	Wildomar Channel/McVicar Crossing CIP073	611,800	-	611,800	0%	(425,200)	186,600
501-909	Bundy Canyon/Scott Rd Widen CIP26	-	42,510	(42,510)	0%	42,600	42,600
	Total Capital Reinvestment	**611,800**	**42,510**	**569,290**	**7%**	**(382,600)**	**229,200**
503-Transportation Uniform Mitigation Fee (TUMF) - Local							
503-001	Palomar/Clinton Keith Bike Path CIP059	-	12,835	(12,835)	0%	12,900	12,900
503-909	Bundy Canyon/Scott Rd Widen CIP026	5,775,000	963,123	4,811,877	17%	(4,274,200)	1,500,800
503-070	Bundy Canyon/I-15 Interchange Study CIP070	500,000	563	499,437	0%	-	500,000
503-071	Bundy Canyon/Oak Cir Dr Traffic Sig CIP071	-	80	(80)	0%	700	700
503-074	Baxter Rd/I-15 Interchange Study CIP074	500,000	564	499,436	0%	-	500,000
503-090	Bundy Canyon West - Widen & ATP CIP090	85,000	-	85,000	0%	(85,000)	-
503-092	Bundy Canyon Widening Sidewalks CIP092	225,000	-	225,000	0%	(225,000)	-
503-912	Palomar Widening CIP028	3,113,300	610,750	2,502,550	20%	(2,013,600)	1,099,700
503-913	Clinton Keith Widen CIP025	2,366,000	343,905	2,022,095	15%	(1,852,600)	513,400
	Total TUMF	**12,564,300**	**1,931,820**	**10,632,480**	**15%**	**(8,436,800)**	**4,127,500**
505-Mobile Source Air Pollution Reduction Review Committee (MSRC) - State							
505-057	Pavement Management Program CIP057	50,000	-	50,000	0%	(50,000)	-
	Total MSRC	**50,000**	**-**	**50,000**	**0%**	**(50,000)**	**-**
506-Highway Safety Improvement Program (HSIP) - Federal							
506-450	Public Works	-		-	0%		
506-088	Harvest Way/Bundy Canyon TS CIP088	272,900	49	272,851	0%	(221,400)	51,500
506-089	Traffic Signal Retrofits & Upgrd. CIP089	375,200	1,765	373,435	0%	(355,200)	20,000
	Total HSIP	**648,100**	**1,815**	**646,285**	**0%**	**(576,600)**	**71,500**
507-State Funded Capital Projects - Miscellaneous - State							
507-057	Pavement Rehab Program CIP057	84,000	84,000	-	100%	-	84,000
	Total Miscellaneous State Funded Projects	**84,000**	**84,000**	**-**	**100%**	**-**	**84,000**
Non-GF Funds Total		**$27,603,000**	**$7,240,975**	**$20,362,025**	**26%**	**(10,032,900)**	**17,570,100**
Grand Total- All Funds		**$ 60,010,000**	**$31,523,286**	**$28,486,714**	**53%**	**$ (10,000,200)**	**$ 50,009,800**

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES

WHEREAS, The City of Wildomar Biennial Budget for FY 2023-24 and FY 2024-25 was approved by the Wildomar City Council on June 14th, 2023;

WHEREAS, The City of Wildomar FY 2023-24 Budget was adjusted and approved by the Wildomar City Council on November 8th, 2023;

WHEREAS, The City of Wildomar FY 2023-24 Budget was further adjusted and approved by the Wildomar City Council on February 14th, 2024;

WHEREAS, changing economic conditions, program and service reviews require that the original approved budget and authorized position schedule be regularly monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the adjustments to the FY2023-24 Budgets decreasing the total amount of projected revenues to $51,711,300 and decreasing total projected expenditures to $50,009,800.

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

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR

FY2023-24 4TH QUARTER BUDGET REPORT

JULY 10TH, 2024

ADAM JANTZ – FINANCE MANAGER

OVERVIEW

- General Fund Projections:
  - $18,980,400 Revenues
  - $17,233,500 Expenditures
  - $ 1,746,900 Net Surplus
  - $ 6,410,267 Estimated YE Fund Balance

- Measure AA Projections:
  - $ 6,110,500 Revenues
  - $ 8,124,200 Expenditures
  - $ 2,013,700 Net Decrease
  - $ 5,599,802 Estimated YE Fund Balance

GENERAL FUND PROPOSED REVENUE ADJUSTMENTS

- Decrease Bradley Burns Sales Tax
- Increase Property Tax Revenue
- Increase Development Revenue
  - Construction Activity Remains High
- ~~Increase Vehicle License In-Lieu Fee Revenue~~
- Increase Investment Income
- Decrease Cannabis Regulatory Fee Revenue

GENERAL FUND PROPOSED EXPENDITURE ADJUSTMENTS

- Increase Non-Departmental By $172,300 for Maintenance Expenses & Transfers Out to Fund 125
- Increase Building & Development Engineering Expenses for Higher Utilization of Contract Development Services
- Increase Community Services $24,100 for Higher Special Event Costs
- Increase IT Services $25,500 for Supplemental GIS Projects and Additional Hardware

NON-GENERAL FUND PROPOSED REVENUE ADJUSTMENTS

- Increases for New CFDs Levies
- Measure AA Increase for Higher Sales Tax and Investment Returns
- Increase in Cemetery Property Tax Remittances
- Decreases in Capital Project Grant Reimbursement Revenue Due to Fewer Expenditures Incurred

NON-GENERAL FUND PROPOSED EXPENDITURE ADJUSTMENTS

- Decrease in Cemetery CIP Fund Due to Fewer Incurred Expenditures
- Decreases in Capital Projects Expenditures in 500-508 and Measure AA Due to Fewer Expenditures Incurred By Year-End
- Decrease ARPA Appropriations for 20 Acre Park Build-Out as these Costs Will Be Funded Out of Park Improvements DIF and Cannabis Development Agreement in the Future

QUESTIONS?

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

SUBJECT:

Memorandum of Understanding (MOU) between the City of Wildomar and the County of Riverside's Department of Environmental Health and Ordinance amendment.

SUBMITTED BY: Raul Berroteran, Raul Berroteran

PREPARED BY: Raul Berroteran, Code Enforcement/ Emergency Services Manager

ACTION:
1. Authorize the City Manager to execute the MOU between the City of Wildomar and the County of Riverside's Department of Environmental Health; and

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

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 8.96 (SEWAGE DISCHARGE) OF THE WILDOMAR MUNICIPAL CODE

BACKGROUND:
The City of Wildomar (City) has historically contracted with the County of Riverside Department of Environmental Health (County) for various services, including vector control, permitting and inspection of Onsite Wastewater Treatment Systems (OWTS/Septic Systems), and sewage abatement responses. The County has provided these services to the City through three separate agreements.

DISCUSSION:
This Memorandum of Understanding (MOU) between the City of Wildomar ("CITY") and the County of Riverside, Department of Environmental Health ("COUNTY") outlines the provision of various environmental and vector control services by the COUNTY to the CITY for a period of five years. The services include mosquito and bee control, environmental planning, technical assistance for Onsite Wastewater Treatment Systems (OWTS, Septic Systems), and responding to sewage and garbage complaints. The MOU specifies that the CITY will refer complaints to the COUNTY and reimburse the COUNTY for services rendered according to established rates in County Ordinance No. 640. The COUNTY will respond to complaints referred to by the CITY, conduct necessary investigations, and take abatement actions Additionally, the CITY agrees to enact necessary regulations to facilitate the COUNTY's service delivery and billing processes.

The agreement includes mutual indemnification clauses where each party agrees to protect,

defend, and hold harmless the other from any liabilities arising from their respective actions under the MOU, except in cases of negligence or willful misconduct. The MOU also details the procedures for record-keeping, amendments, termination, and the jurisdiction for any legal matters. Termination of the agreement requires 30 days' notice, and upon termination, the CITY will assume responsibility for any ongoing OWTS, Septic System permits, and inspections. The agreement emphasizes that it supersedes any previous agreements related to the outlined services and confirms that it constitutes the complete understanding between the parties. A copy of the proposed MOU is included as Attachment A.

To ensure that the County has adequate legal authority to enforce the provisions of the MOU within the City, the County has requested that the City amend its existing ordinance related to the services provided in the MOU. Specifically, amendments to Wildomar Municipal Code (WMC) 8.96 have been proposed. A clean copy of the proposed ordinance, with all changes incorporated, is included as Attachment B. If the City's ordinances are not updated, the County will be unable to execute the MOU as it is currently prepared.

Staff recommends that the City Council authorize the City Manager to execute the MOU with the County (Attachment A). Staff also recommends that the City Council adopt the proposed Ordinance Amendment (Attachment B).

FISCAL IMPACT:
Services provided by the County under this MOU will be provided on an on-call, as-needed basis. Costs for County services are identified in Riverside County Ordinance No. 640, as they may be amended by the County from time to time. A copy of the current fees in County Ordinance No. 640 is included as Attachment C for reference. Costs for the services provided under this MOU will be paid from the General Fund.

ACCOUNT CODE:
Contractual Services 100-430-4350-52115

ATTACHMENTS:
Attach A - MOU-Wildomar-RC Env Health-clean [7-10-24].docx
Attach B Draft Ordinance for Section 8.96-clean [7-1-24].docx
Attach C riverside county Ordinances-640.14-Fee-Revised-7-2022.docx

ATTACHMENT A

MOU BETWEEN CITY AND RIVERSIDE COUNTY EHS

MEMORANDUM OF UNDERSTANDING BETWEEN

RIVERSIDE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

AND THE CITY OF WILDOMAR

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF WILDOMAR, hereinafter referred to as "CITY" and the COUNTY OF RIVERSIDE, DEPARTMENT OF ENVIRONMENTAL HEALTH, hereinafter referred to as "COUNTY", to be effective on the date approved by both parties.

1. RECITALS

WHEREAS, CITY desires the COUNTY to provide Vector Control Services that include mosquito surveillance and control, and fly, rodent and cockroach advice. Community awareness, public presentations, consultations, and public education with flyers and booklets can also be provided upon request; and

WHEREAS, CITY has adopted Riverside County Code section 8.36 et. Seq., and desires the County to enforce said ordinances; and

WHEREAS, CITY desires Environmental Planning review, Technical Assistance, and Plan Review for Onsite Wastewater Treatment Systems (OWTS) in accordance with the Riverside County Local Agency Management Program (LAMP) (the "Services"); and

WHEREAS, CITY does not have an approved LAMP, does not have any conflicting existing OWTS ordinances, rules and regulations and the COUNTY's LAMP was approved by the Regional Water Quality Control Board; and

WHEREAS, CITY agrees to enact necessary regulation to allow for billing of fees by COUNTY for services to be rendered, according to County of Riverside Ordinance No. 640; and

WHEREAS, COUNTY has personnel with sufficient training and expertise to provide such services noted above and as requested by the CITY; and

WHEREAS, COUNTY is prepared to provide such services under the terms and conditions set forth in this Memorandum of Understanding; and

WHEREAS, CITY and COUNTY agree to now enter into this Memorandum of Understanding for a period of five (5) years; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

2. TERMS AND CONDITIONS

A. SUMMARY

The CITY requires professional services as described herein from the COUNTY in II.C.

B. TERM

The term of this MOU shall be effective on the date of execution and shall continue in effect for up to five (5) years, or until terminated as outlined in Section IV below.

C. SERVICES TO BE RENDERED

1. General Comment on COUNTY Services

   a) COUNTY will only respond to complaints referred directly by CITY staff to COUNTY. Citizen complaints received by COUNTY will be referred to CITY for approval.

   b) COUNTY will only provide the services noted in 2, 3, 4 and 5 of this section at the request of CITY.

   c) COUNTY will provide services noted in 6, 7 and 8 for any plans submitted directly to COUNTY.

2. Mosquito Control Services

   a) COUNTY will respond to complaints and requests for assistance concerning mosquitoes and, when appropriate, take action(s) to abate or control the vector(s).

   b) COUNTY will conduct mosquito surveillance and control activities, including, but not limited to, fact-finding, inventory of breeding sources, education and consultation, issuing notices of violation, following-up with the offending party when necessary, appearing in court as

witness, and taking direct control action to include biological and chemical control when necessary.

c) COUNTY will investigate human mosquito-borne disease cases for potential breeding sources.

3. Bee Control Services

a) COUNTY will respond to complaints and requests for assistance concerning bees and, when appropriate, take action(s) to abate them.

b) COUNTY will maintain a program of public education and consultation in bee identification and management.

c) Other Vector Control Services

COUNTY will respond to requests for assistance and to complaints with information and advice. COUNTY will not provide chemical or biological treatment of house vectors. Other vectors include, but are not limited to flies, cockroaches, food-infesting pests and insects, ticks, mites, lice, fleas, and bed bugs; venomous insects such as wasps, yellow jackets, hornets and ants; other venomous arthropods such as scorpions and spiders, and vertebrate pests and vectors such as native rodents, rattle snakes, pest birds, bats and skunks, among others.

4. Plan Review Services

a) COUNTY will provide plan review of OWTS for commercial and residential applications within the CITY. This review will include inspections of the property and technical review of the soil percolation study to ensure compliance with the Riverside County LAMP. Requests for an OWTS shall be accompanied by a City application or building permit and shall be presented in person by the project proponent to a County Environmental Health office for their review. The project proponent shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52 for the type of review requested at the time of submission of the request, to cover the cost of services provided. All such review shall be provided within fifteen (15) working days of submittal of a completed application.

b) COUNTY will evaluate CITY permits for referral to the appropriate COUNTY programs.

5. Planning Review:

a) COUNTY will provide environmental planning review to the CITY for all projects proposing OWTS, to ensure compliance with Riverside County LAMP.

b) COUNTY will provide environmental planning review to evaluate that a project's development will not negatively affect human health and the Environment. This assessment will include the COUNTY's review of the project scope, site history, and may include a request for other site related documents. Other related documents may include but are not limited to Phase I/II Environmental Site Assessment (ESA) reports.

6. Inspection/Review of Annual Evaluation for Advanced Treatment System (ATS): COUNTY will provide inspection and/or review of the annual evaluation report for ATSs as required in the Riverside County LAMP. The project proponent and/or property owner shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52, to cover the cost of services provided.

7. OWTS Excluded Services

Services to be rendered specifically exclude COUNTY response to, and enforcement of any complaints regarding malfunction or failure of an OWTS. CITY agrees to enact any ordinances or regulations necessary to enforce the correction of any failure of any OWTS and to enforce in a manner consistent with the Riverside County LAMP.

8. Conflicting OWTS Regulations

CITY shall rescind or suspend for the duration of this agreement and any subsequent renewals, any and all ordinances, regulations or other mandatory laws regarding OWTS systems within the CITY to avoid duplication of laws or conflicting laws. CITY shall also enact necessary

implementation ordinances, regulations or other laws that would allow the provisions of the LAMP to control within the CITY's border and also that would allow COUNTY to provide services under the LAMP.

The COUNTY's performance under this MOU is contingent on the COUNTY having adequate legal authority and jurisdiction to perform the services described in this Section C, and the COUNTY shall not be required to perform under this Agreement if the CITY repeals or fails to adopt the ordinances necessary for the COUNTY to provide such services.

D. PAYMENT FOR SERVICES

1. Services in Section II, C parts 2, 3, 4 and 5

a) CITY agrees to pay COUNTY at the rate in County Ordinance No. 640 for the cost of specific services rendered to CITY residents. CITY accepts the rate established in County Ordinance No. 640 as the total hourly cost to COUNTY to provide said services; CITY agrees to pay COUNTY such rate for all the time spent rendering such services as described herein, including travel time, and time spent attending City meetings. In addition, CITY shall reimburse COUNTY for actual costs of pesticides and supplies used. This shall not include any additional costs for other services, such as aerial application of pesticides, or aerial photography, which shall be approved in advance by the CITY.

b) COUNTY shall submit itemized billings for the items as outlined in Attachment "A" of Agreement to CITY on a quarterly basis, for all services rendered. CITY agrees to pay all such non-disputed charges within sixty (60) days of receipt of itemized statements therefore.

c) All administrative citation amounts charged by the COUNTY against CITY residents and/or businesses for any of the actions taken by COUNTY shall be used to offset against amounts charged to the CITY minus the cost of processing the citation, which would be retained by the COUNTY.

2. Services in Section II. C parts 6, 7 and 8

CITY shall enact any necessary ordinances to allow for COUNTY to directly bill any applicant for services rendered.

E. PERSONNEL

The services provided by the COUNTY shall be performed by COUNTY personnel under the control and direction of COUNTY. To the extent that CITY personnel may also participate in any of the activities herein provided for, any expenses by the CITY in this process shall be borne by CITY.

F. MUTUAL HOLD HARMLESS/INDEMNIFICATION

1. To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collective "County indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) any action taken by CITY in connection with this Agreement, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "City Liabilities"). Notwithstanding the foregoing, the only City Liabilities with the respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Services contemplated in this Agreement.

   a) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with

Civil Code Section 2782. Such interpretation shall not relieve CITY from indemnifying the COUNTY to the fullest extent allowed by law.

b) With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at their sole cost, have the right to use counsel of their its own choice, subject to approval of COUNTY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY'S obligation to defend, indemnify and hold harmless County shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at CITY'S expense, for the defense or settlement thereof. CITY'S obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

2. To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively "County Liabilities").

Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY'S obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of an indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Services contemplated in this in the Agreement.

a) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve COUNTY from indemnifying the CITY to the fullest extent allowed by law.

b) With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of CITY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY'S indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given written notice within a reasonable period of time of the claim, or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY'S expense, for the defense or settlement thereof. COUTNY'S obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from an liability for the action or claim involved.

3. RECORDS

City agrees to maintain records and documentation of the services rendered and supplies used pursuant to this Agreement for a period of five (5) years past the close of each calendar year. Such records or copies thereof shall be accessible to CITY for review upon reasonable notification by CITY without copying charges.

4. AMENDMENTS

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon mutual approval by the authorized parties.

5. TERMINATION

Either CITY or COUNTY may terminate this MOU at any time by giving thirty (30) day written notice with or without cause to the designated contacts. Upon receipt of any notice of termination on the agreed upon effective date of termination, services shall cease thereafter. Upon termination of this MOU, any OWTS under permit and subject to annual inspection shall revert to the CITY for inspection and permitting. Any fees paid to the COUNTY for an annual permit prior to notification of termination, shall not be refunded by the COUNTY.

Termination of this agreement does not terminate the parties' responsibility for payment of prior services rendered.

The CITY shall be responsible for payment of all services rendered by COUNTY prior to the effective termination date of this MOU.

6. COMPLETE MEMORANDUM OF UNDERSTANDING

This written MOU, including all writings specifically incorporated hereby in reference, shall constitute the complete MOU between the parties hereto. No oral agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement or representation be binding upon the parties hereto. Any previous agreements between the CITY and COUNTY, whether oral or written, with regards to the activities outlined in Section II.C of this MOU, shall be supplanted by this MOU. Other agreements or contracts between the CITY and COUNTY, not involving OWTS, shall be unaffected by this MOU.

7. JURISDICTION/VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

MOU, and further agrees that venue of any action brought hereunder shall be exclusively in the County of Riverside.

8. NOTICE

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY:	**COUNTY:**
City of Wildomar	County of Riverside
City Manager's Office	Department of Environmental Health
23873 Clinton Keith Road, Suite #110	4065 County Circle Drive
Wildomar, CA 92595	Riverside, CA 92503

9. AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING

Both CITY and COUNTY do covenant to each individual executing this MOU on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 10th day of July, 2024

CITY OF WILDOMAR

_____ Dated:_____
Daniel A. York, City Manager

COUNTY OF RIVERSIDE

_____ Dated:_____
Jeff Johnson, Director of Environmental Health

APPROVED AS TO FORM:

Minh C. Tran

_____ Dated: _____

County Counsel

_____ Dated: _____

Paula Salcido, Deputy County Counsel

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT B
Draft Council Ordinance
For Section 8.96

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 8.96 (SEWAGE DISCHARGE) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, in accordance with the Wildomar Municipal Code, the City Council has the authority to take action on the proposed municipal code amendment to Section 8.96 of the Wildomar Municipal Code; and

WHEREAS, in order to execute the Memorandum of Understanding with the Riverside County Department of Environmental Health, the City Council adopt changes to Section 8.96 of the Wildomar Municipal Code; and

WHEREAS, in accordance with the Wildomar Municipal Code, the City Council conducted a public meeting on July 10, 2024, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed amendment to Section 8.96 of the WMC, and at which time the City Council received public testimony concerning said amendment.

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

SECTION 1. AMENDMENT OF SECTION 8.96 OF THE WILDOMAR MUNICIPAL CODE

Section 8.96 (Sewage Discharges) of the Wildomar Municipal Code is hereby amended in its entirety to read as illustrated in Exhibit 1 of this Ordinance.

SECTION 2. 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 3. EFFECTIVE DATE.

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

SECTION 4. **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 July, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT 1

Draft Text for Section 8.69 of the WMC

CHAPTER 8.96 SEWAGE DISCHARGE

8.96.010. Prohibitions.

A. It is unlawful for any person to discharge or deposit or cause or permit to be discharged or deposited any sewage, sewage effluent or nonhazardous waste, whether treated or untreated in or upon the City, including any deposit or discharge of sewage into streams or bodies of water above or below the ground. All discharges to the City's storm drain system prohibited pursuant to a Municipal NPDES Permit issued to the City are prohibited. When sewage, other than the discharge from an approved sewage treatment plant, is over- flowing or being discharged upon the surface of any premises, the building official, director of code compliance , director of environmental health or director of public works may order the owner of the premises or occupants thereof who contribute to such overflow or discharge to abate the same forth-with.

B. It is unlawful for any person to install or alter plumbing facilities or drainage systems for the discharge or deposit of any sewage, sewage effluent, or nonhazardous waste from any dwelling, house or building or appurtenance thereof in the City of Wildomar, or into streams or bodies of water above or below the surface where the same is, or may be carried through, or upon, the City, without first securing, in the manner hereinafter provided by Riverside County Ordinance No. 640 and Local Agency Management Program, as reflected in this chapter, an approval from the director of environmental health of the county. . All discharges to the City's storm drain system prohibited pursuant to a Municipal NPDES Permit issued to the City are prohibited.

C. It is unlawful for any person to install any structure or paving in the areas identified for OWTS tank access or the primary and expansion dispersal area.

8.96.020. Definitions.

For the purposes of this chapter, the following definitions are applicable:

"Alternative treatment system" or ATS" shall mean any OWTS that does not meet the criteria of a conventional OWTS, but is allowed under conditions specified by the Department.

"Approval" means the written approval by the director of environmental health or his/her designated representative of a plan to install, construct, reconstruct, convert or alter any OWTS which discharges or disposes of sewage, sewage effluent, or nonhazardous waste.

"Building official" means the director of building and safety as appointed by the city manager.

"Construction permit" means a permit issued by the Department of environmental health authorizing the permittee to install, construct, reconstruct, convert or alter any OWTS per Riverside County Ordinance 650.

"Conventional OWTS" means an OWTS consisting of a septic tank and department-approved subsurface gravity dispersal system.

"Critical area" means those areas determined by the director of environmental health to be difficult for installation of an OWTS due to, but not limited to, one or more of the following: lot size, static or intermittent groundwater, slope, poor soil conditions, or impaired water basins..

"Department" means the Department of Environmental Health.

“Department of environmental health” shall mean the Riverside County Department of Environmental Health.

"Department's manual" means the technical document identifying the requirements and procedures for the OWTS evaluation and design as developed and provided by Riverside County Ordinance No. 650 and Local Agency Management Program, as reflected in this chapter, an approval from the director of environmental health of the county.

"Director" means the Director of the Department of Environmental Health or his/her designated representative.

"Director of code compliance” means the director of code compliance, the code enforcement manager, or other position responsible to oversee the city’s code enforcement, as appointed by the city manager.

“Director of environmental health” means the director of the Riverside County department of environmental health or the director’s designated representative.

“Director of public works” means the director of public works as appointed by the city manager.

"Dispersal system" means a leach field, , seepage pit, pressurized drip field, or other type of system for final wastewater treatment and subsurface discharge.

"Failure" shall mean a condition of an OWTS that threatens public health or water quality by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include:

Sewage leaking to ground surface or groundwater:

1. Sewage backing up into a structure caused by slow OWTS soil absorption of septic tank effluent;
2. Inadequately treated sewage causing pollution of groundwater or surface water;
3. Noncompliance with standards stipulated in the permit issued for the OWTS based upon the protection of human health, water quality and the environment.

"Holding tank" means a sewage facility, of a temporary nature, that has no means of discharge and requires the services of a registered liquid waste hauler for pumping and offsite disposal to an approved wastewater treatment facility.

"Major repair" means OWTS improvements or corrective work where such improvements involve the replacement, enlargement, or modification of a septic tank, treatment unit, or dispersal system (excluding nonperforated distribution pipes), regardless of whether or not a failure condition exists. Such repairs shall require a construction permit from the Department.

"On-site wastewater treatment system(s) (OWTS)" means any individual or community on-site wastewater treatment, pretreatment and dispersal system including, but not limited to, a conventional or alternative OWTS having a subsurface discharge.

"Operating permit" means an annual permit issued by the Department authorizing the permittee to operate an OWTS.

"Permit" means either a construction permit or operating permit as defined within this section.

"Person" means any individual, firm, partnership, corporation, association, organization, business trust, company, State agency or department, or unit of local government.

"Qualified service provider" means a state-licensed contractor with knowledge and competency in OWTS design, construction, operation, maintenance and monitoring through experience and/or education and is registered with Department.

"Sewage" or "sewage effluent" means waste as defined in Section 5410(a), California Health and Safety Code.

“Waste” includes sewage and any and all waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature.

"Sewage facilities" means OWTS, sanitary sewer connections, holding tanks, alternative systems or other methods of disposing of sewage as approved by the Director.

"Soil" means the naturally occurring body of porous mineral and organic materials on the land surface, and is composed of unconsolidated materials above bedrock. Soil is composed of sand-sized, silt-sized, and clay-sized particles mixed with varying amounts of larger fragments and organic material. The various combinations of particles differentiate specific soil textures identified in the USDA soil classification chart. For the purposes of this chapter, soil shall contain earthen material having more than 50% of its volume composed of particles smaller than 0.08 inches (two millimeters) in size.

"System certification" means an expression of professional opinion that the OWTS, or its components, meets industry standards that are the subject of the certification but do not constitute a warranty or guarantee, either expressed or implied. System certifications shall be performed by a qualified service provider using forms and procedures established or approved by the Director.

"Weathered bedrock" means a rock that has been exposed to the atmosphere at or near the earth's surface and changed in color, texture, composition, firmness, and/or

form as a result of the exposure with little or no transport of loosened or altered material. For purposes of this chapter, weathered bedrock is not soil.

8.96.030. General requirements for an approval and construction permit.

A. No person shall erect, construct, rebuild, convert or alter any plumbing system designed for the discharge or disposal of sewage or sewage effluent without having first obtained a written approval for such purpose from the Director of environmental health. In designated areas of the City, this approval shall also constitute a construction permit.

B. If it is impracticable to connect a plumbing fixture affecting the sanitary drainage system with a street sewer, the sewage effluent must be disposed according to the minimum standards of the most recent edition of the Uniform Plumbing Code and the sewage disposal requirements in the Department of environmental health's manual, as such requirements may be amended from time to time. Setback requirements between subsurface sewage disposal components (including septic tanks, distribution and leaching systems) and any water well shall be as specified in Chapter 13.20.

1. The type of sewage facilities installed shall be determined on the basis of location, soil porosity, site slope and groundwater level, and shall be designed to receive all sanitary sewage from the property. No surface drainage shall be permitted to enter any part of the OWTS. The OWTS, except as otherwise provided, shall consist of a septic tank with effluent discharging by gravity flow into an appropriately sized dispersal system. Under special circumstances (when conventional parameters cannot be met), other disposal methods may be utilized with the approval of the Director.

2. OWTS sizing shall be based on the higher volume estimation as determined by either the number of bedrooms or plumbing fixture unit counts

3. The location and installation of the sewage facilities and each part thereof shall be such that, with reasonable maintenance, the OWTS will function in a sanitary manner and will not result in contamination, pollution or creation of a nuisance or endanger the safety of any domestic water supply or public health.

4. New OWTS or OWTS subject to major repair shall be designed to prevent solids in excess of one-eighth inch in diameter from passing to the dispersal system while under two feet of hydrostatic head. Septic tanks that use National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard 46 certified septic tank filter at the final point of effluent discharge from the OWTS and prior to the dispersal system shall be deemed to meet this requirement.

5. Septic tanks shall have at least two access openings using risers that allow access to the tank interior meeting the following requirements:

   a. Each compartment shall have an access opening;

   b. Access openings shall be at least 20 inches in diameter;

c. Access openings shall be secured (locked or equivalent) to prevent unauthorized access; and

d. Access openings shall have watertight risers and shall be set at or near finished grade.

6. Dispersal systems shall be sited in soils that are suitable for new and repaired OWTS operation. Where soils consist of greater than 10% rock fragments (cobbles, stones and gravel), the dispersal system area shall be increased in proportion to the percent of rock fragments to compensate for the lost treatment volume.

7. Conventional OWTS dispersal systems shall have at least five feet of continuous soil below the bottom of the dispersal system and above the seasonal high groundwater level and eight feet of soil to fractured/weathered bedrock at all times.

8. Approval of an OWTS shall require: detailed plan review, pre-site, and construction inspections.

C. OWTS Installation.

1. The installation shall be performed by a qualified service provider in a manner that is consistent with the approved plan design.

2. In the event that conditions on-site prevent the installation or function of the OWTS as designed, a revised design plan must be submitted to and approved by the Department prior to installation.

D. Construction Inspection. All OWTS shall require a construction inspection and final approval by either the Department or the Department of Building and Safety prior to use.

E. Any person desiring approval of an OWTS shall submit an application on a form to be provided by the Department of environmental health. Such application shall be accompanied by a fee as required in Chapter 3.44 and as amended. The application shall contain the following information:

1. Name and address of applicant;

2. Location of the proposed installation or reconstruction;

3. A scaled, engineered contoured plot plan describing the proposed construction or alteration in sufficient detail to enable the Director to determine whether the proposed installation or alteration is in compliance with the provisions of this section. All drawings must be made on a scale not less than 20 feet to an inch;

4. Other information as deemed necessary by the Director to adequately determine the suitability of a site for the utilization of an OWTS. This information may consist of, but is not limited to, one or more of the following:

a. A soils percolation report which adequately evaluates soil percolation requirements as prescribed in the Department's manual. When a soils percolation test is to be performed, the Department is to be notified so that Department staff can be made available to observe the testing.

b. A Groundwater and/or Bedrock Evaluation Report. To effectively evaluate seasonal groundwater, a minimum of 80% of the average annual rainfall shall have fallen based on record of rainfall accumulations from the nearest weather stations. To measure the groundwater level, a groundwater detection boring shall be installed and this detection boring shall be left in place for the Department to make determinations of the groundwater levels. The exact specifications for this detection boring shall be as prescribed in the Department's manual.

8.96.040. Holding tanks.

A holding tank may be approved by the Director if approval to utilize an OWTS has been denied. A holding tank is defined as a sewage facility, of a temporary nature, that has no means of discharge and requires the services of a registered liquid waste hauler for pumping and offsite disposal to an approved wastewater treatment facility.

A holding tank may be approved for a structure, if the following conditions are met:

A. A holding tank may be approved for a period not to exceed two years. Documentation from the sewering agency for the area shall be submitted which indicates the site will be provided sewer service within the two-year period. An extension of the two-year connection requirement may be granted for cause. The final approval of the extension rests solely on the Department.

B. No holding tank facility shall be placed in any portion of a public right-of-way without written approval from the responsible public agency

C. No wholesale or retail food facilities shall use a holding tank.

D. When a sewer line becomes available, destruction or removal of the holding tank in the manner approved by the Department is required. Destruction or removal of the holding tank and connection to the sanitary sewer shall occur within sixty (60) calendar days of sewer availability.

E. A person proposing to use a Holding Tank shall submit a Land Use application with applicable fee and the following:

1. A site plan indicating the proposed location of the holding tank and structure(s), floor plan and plumbing layout.

2. A pumping contract with a liquid waste hauler who is registered the Department and a pumping schedule with a minimum frequency of once per week.

3. Details of a high-level alarm to notify the owner that the sewage that the tank has reached capacity.

Note: A holding tank may be approved as a replacement system for an existing single-family dwelling when sewer, a conventional OWTS or ATS is not feasible if approved in n writing by the Department

8.96.050. Operating permits.

A. All new or repaired alternative OWTS shall be subject to an annual operating permit.

B. Any OWTS subject to this section must be inspected yearly and cleaned (pumped) at least once every five years, unless otherwise specified by the manufacturer or department, by a person holding a valid permit as authorized by Chapter 8.68, as amended.

C. Renewal of subsequent operating permits shall be completed by the property owner or agent on or before the expiration of the permit on forms provided by the Department and shall include:

1. Proof of appropriate on-going maintenance;

2. Proof of septic tank pumping as per the above-specified time frame;

3. Alternative OWTS with advanced treatment shall include evidence of a current maintenance agreement with the manufacturer or other qualified service provider and copies of that company's evaluation/inspections of the OWTS. Such agreement shall include evaluations by the service provider of a frequency no less than once every three months, with direct visual inspection at a frequency of no less than once every six months;

4. Proof of repairs or alterations to an OWTS must be submitted, when such repairs have been required by the Department;

5. Any and all OWTS reports required as part of the OWTS design approval.

D. Within 60 days of a change of ownership, the new owner or owners must transfer the permit into his, her or their names, using forms provided by the Department.

E. Every OWTS subject to this section shall be subject to an annual inspection by the Department to assure it is operating in a satisfactory manner.

8.96.060. Application review process for approval or permit.

A. Initial Application Review.

1. Applicants shall be notified of incomplete or inaccurate applications within 10 working days after the date of the filing of the application. The applicant may make the proper corrections and resubmit the corrected application.

2. Except as to incomplete or inaccurate applications as hereinabove provided, all applications shall be approved or denied, in whole or in part, within 15 working days after the date of filing. If an application is denied, in whole or in part, the applicant may amend the application and resubmit the amended application.

B. Revocations of Approvals or Permits.

1. An approval or permit may be revoked by the Director for failure of the applicant to provide proper, complete and accurate information regarding site conditions for a proposed OWTS.

2. An approval or permit previously granted may be rescinded if soil conditions change significantly prior to construction in a manner that would affect the proper operation of an OWTS.

C. Appeals Process: Any person whose application for an approval or permit has been denied, in whole or in part, , or entire approval or permit has been revoked may appeal this action to the director of environmental health, pursuant to the appeal procedure set forth in Riverside County Ordinance No. 650, as codified in Section 8.124.040 of the Riverside County Code of Ordinances.

8.96.070. OWTS failure.

A. In the event an OWTS is determined to be in failure by the Director, an order shall be given to abate the failure.

B. The property owner, agent or occupant shall be given a notice and reasonable time to abate the stated failure. If the OWTS failure is contributing to an immediate hazard or contamination to a public access or body of water, immediate remedy shall be required.

C. If a determination of an immediate hazard is made by the Director which could potentially contaminate a body of water or public area, such as but not limited to sewage effluent flow onto a public roadway, culvert, drainage ditch, dry or active stream or river bed, the property owner, agent and/or occupant must take measures to abate the failure immediately.

D. When reasonable effort to contact the owner, agent, or occupant is unsuccessful, or upon refusal to abate the OWTS failure, the Director may designate it an imminent hazard to health and safety and may abate the failure. Those remedies include, but are not limited to, the Department contracting to pump a septic tank to eliminate discharge; shutting off water to eliminate sewage discharge; providing alternate means of waste disposal, such as portable toilets or other

means deemed necessary to abate the nuisance. Further, the Department may recover the cost for abating the nuisance and its enforcement activities as provided for in Chapter 1.16.

E. The property owner, agent, or occupant may be required to secure a system certification by a qualified service provider as part of the abatement process.

F. Any and all component failures, deficiencies, or malfunctions identified by the system certification shall be repaired. Any and all major repairs are subject to the approval process as described in Section 8.96.030 of this chapter.

8.96.080. Fees.

A. The fees required to obtain an approval from the director of environmental health under the provisions of this chapter shall be as approved by the Board of Supervisors.

8.96.090. Enforcement and additional remedies, penalties, procedures.

A. It shall be the duty of the building official or director of code compliance or director of public works, or their designee, to enforce the provisions of this chapter.

B. Additional remedies, penalties, and procedures for violations of this chapter and for recovery of costs related to enforcement are provided for in Chapter 1.16.

8.96.100. Violations.

A. Any person violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted. Any person convicted of a violation of this chapter shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a second violation on the same site. The third and any additional violations on the same site shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both.

B. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve any person from the responsibility for correcting the violation.

8.96.110. Public nuisance declaration.

In addition, any violation of this chapter is declared to be a public nuisance and may be abated by the building official or director of code compliance or director of public works or Director of environmental health or his/her duly authorized agent irrespective of any other remedy hereinabove provided.

ORDINANCE NO. 640
(AS AMENDED THROUGH 640.14)
AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 640 ESTABLISHING ENVIRONMENTAL HEALTH SERVICES FEES

Section 1. Definitions.

Whenever in this Chapter the following terms are used, they shall have the meanings respectively ascribed to them in this Section.

"Accreditation Agency" means Riverside County Department of Environmental Health Special Projects Training Program.

"CECH" means Continuing Education Contact Hour as defined by section 65802 of the California Code of Regulations.

"Department" means the County Department of Environmental Health.

"Director" means the Director of the Department of Environmental Health for the County, or his or her designated representative.

"Person" means any person, firm, partnership, corporation, association, club, organization or governmental entity.

"Receipt" means a Riverside County Department of Environmental Health fee receipt which indicates fees have been paid for an activity covered by this Chapter. "Receipt" shall also mean service fee or fee.

"Registered Provider" means a provider of approved coursework that meets the provisions of section 65807 of the California Code of Regulations and is approved by an Accreditation Agency.

"Permit" means the certificate issued by the Director which allows a facility to operate. The issuance of this permit does not indicate or imply that the facility is in compliance with all State and County regulations related to its operation; and may be suspended or revoked by the Department. (Ord. 640.4 § 1, 1997)

Section 2. Purpose and Authority.

The purpose of this Chapter is to establish fees sufficient to offset the expenses of the Director in enforcing State statutes, orders, quarantines, rules and regulations relating to public or environmental health, which expenses are found not to be met by the fees prescribed by the State of California. The authority for this Chapter is contained in Section 101325 of the California Health and Safety Code and in Section 43213 of the Public Resources Code (Ord. 640.5 § 1, 2000; Ord. 640.4 § 2, 1997).

Section 3. Area of Application.

This Chapter shall be enforceable within the area in which the Director enforces any State statute order, quarantine, rule, regulation or ordinance relating to public or environmental health, including incorporated as well as unincorporated territory. (Ord. 640.4 § 3, 1997

Section 4. Exception to Area of Application.

Notwithstanding the provisions of Section 4.52.030, any provision of this Chapter which is duplicated in scope by a valid municipal ordinance shall not be applicable in the incorporated territory affected by such municipal ordinance. (Ord. 640.4 § 4, 1997)

Section 5. Separate Activities.

Except as to vending machines and certain hazardous materials management activities, if a person shall conduct more than one of the activities for which a receipt is required, that person shall obtain a separate receipt for each such activity.
(Ord. 640.4 § 5, 1997)

Section 6. Period of Receipt.

A receipt issued under this Chapter may be issued at any time during the year. All such receipts shall expire annually on the one-year anniversary of the date of issuance, except for the following:

A. A receipt for Certificate of Competency relating to the inspection of a backflow prevention device, which receipt shall be valid for a period of three years from its issuance and shall expire the thirtieth day of September of the third year.
B. A receipt relating to a temporary food facility or occasional event which receipt shall be valid for no longer than twenty-five (25) or three days respectively in a ninety
(90) day period from the effective date of such receipt, as evidenced thereon.
C. A receipt relating to a vending machine, mobile food facility, mobile home park, recreational vehicle park, incidental camping area, shall be valid until the thirty-first day of December of the calendar year in which such receipt is issued.
D. A receipt relating to a caterer shall be valid until the thirtieth day of June of the calendar year in which such receipt is issued.
E. A receipt relating to a temporary recreational vehicle park which receipt shall be valid for eleven (11) days from the effective date of such receipt, as evidenced thereon.
F. If an initial application for a liquid waste hauler or medical waste generator receipt is made after the first three months of the calendar year, the fee shall be calculated on a pro-rated basis by quarter of the year and shall be rounded off to the nearest dollar.
G. A receipt for the annual operating permit for public water systems, State Small Water Systems or Labor Camp Water Systems shall be valid from July 1st to June 30th of each fiscal year (Ord. 640.4 § 6, 1997).

Section 7. Delinquency Dates and Penalties.

A. The delinquency date shall be, in the case of an initial application, the thirty-first day after commencement of the activity except as to the following:
   1. Temporary food facility or occasional event, in which case the receipt specified in this Ordinance shall be delinquent if not obtained earlier than ten working days prior to the day such activity is commenced;
   2. Temporary closure of an underground storage tank which shall comply with the requirements as contained in Chapter 8.140, (Ordinance 617);

B. The delinquency date shall be, in the case of renewal, the thirtieth day following the expiration date shown on the receipt.

C. Except as provided in Subsection (A)(1) and (2) of this Section, the delinquency date of a temporary receipt issued pursuant to this Chapter shall be the second day after the commencement of the activity.

D. If any fee specified is not paid prior to the delinquency date, the applicant may be

required to pay, in addition to such fee, a penalty in an amount up to twenty (20) percent of such fee; if any fee specified is not paid within thirty (30) days of the delinquency date, the applicant may be required to pay in addition to such fee, a penalty in an amount up to one hundred (100) percent of such fee, except as to the following:

   1. If the fee specified in this Chapter for a mobile home park, recreational vehicle park, incidental camping area is not paid prior to the delinquency date, the penalties for delinquency shall be as follows:
      a. If such fees are paid on or after the first day of February and prior to the first day of March of the applicable calendar year, the applicant shall pay, in addition to the fee specified in Section 4.52.130, a penalty of the amount of ten (10) percent of such fee.
      b. If such fees are paid on or after the first day of March of the applicable calendar year, the applicant shall pay, in addition to the fee specified in Section 4.52.130, a penalty in the amount of one hundred (100) percent of such fee. (Ord. 640.4 § 7, 1997)

Section 8. Temporary Receipts.

If the applicant for a receipt shows, to the satisfaction of the Director, that because an activity is of a seasonal nature, or because of statutory or ordinance regulations, or because of termination or loss of lease, or because of acquisition by the public of the premises on which the activity is situated, or because of similar reasons which are adequately documented, such activity can only be carried on for a limited period of time, not to exceed three-quarters of a year, a temporary receipt may be issued for such period and the fee shall be calculated on a pro rata basis by quarters of the year and rounded off to the nearest dollar amount. (Ord. 640.4
§ 8, 1997)

Section 9. Receipt Applications.

Applications for receipts shall be filed with the Department on a form to be provided by the Department. Any individual person seeking to apply for a receipt with the Department shall provide proof of a current and valid Federal or State Government issued picture identification card with the application. Completed applications shall be accompanied by the required fee and penalty, if any. Unless otherwise provided in this chapter, such fees shall not be refundable.

Section 10. Transfer of Receipt.

A. No receipt issued pursuant to this Chapter shall be transferable unless a transfer fee for such receipt is provided as required in Section 4.52.130.

B. Where a receipt issued pursuant to this Chapter is transferable, such transfer may be accomplished upon application to the Department therefore such transfer application shall be made on a form provided by the Department and the completed application shall be accompanied by the required transfer fee as provided in Section 4.52.130. (Ord. 640.4 § 10, 1997)

Section 11. Posting of Receipt.

Every person having a valid receipt issued pursuant to this Chapter shall post such receipt in a conspicuous place selected by the Director, showing the appropriate fees have been paid. (Ord. 640.4 § 11, 1997)

Section 12. Posting of Permit.

Every person issued a valid permit pursuant to this Chapter shall post the permit in a conspicuous place selected by the Director. The permit may be revoked by the

Director for a facility's noncompliance with County, State and Federal laws and regulations. (Ord. 640.4 § 12, 1997)

Section 13. Required Fees.

No person, corporation, association, firm, business or entity shall operate, perform, carry on, conduct or engage in any of the activities delineated in this Section without paying the fee listed in this section for the activity and obtaining a receipt therefore from the Department of Environmental Health.

Section 14. Annual Required Fees Adjustment

Effective July 1, 2016 the required fees listed in Section 13 above may be adjusted each year, without further action by the Board of Supervisors, to reflect changes in the relevant Consumer Price Index. In March of each year, the Department may apply up to the price index adjustment to produce new required fees to commence July 1st at the beginning of the new fiscal year. No later than April 15th of each year, the Department shall file a report with the Board of Supervisors reporting the new required fees and certifying that: (1) the new required fees produce sufficient revenue to support the proposed costs of providing the services in the upcoming fiscal year for

which required fees are being charged and (2) the new required fees will not produce revenue that exceeds the proposed costs of providing the services in the upcoming fiscal year for which the new required fees are charged.

Section 15. Violations--Penalties.

A. Infractions.

Any person who violates any of the provisions of this chapter shall be guilty of an infraction and upon conviction thereof shall be punished by: (1) a fine not less than fifty dollars ($50.00) or to exceed one hundred dollars ($100.00) for a first violation of this chapter; (2) a fine not less than one hundred dollars ($100.00) or to exceed two hundred dollars ($200.00) for a second violation of this chapter within one year; (3) a fine not less than three hundred dollars ($300.00) or to exceed five hundred dollars ($500.00) for each additional violation of this chapter after a second violation within one year.

B. Misdemeanor.

Notwithstanding the foregoing in subsection A of this section, a first and subsequent offense may be charged and prosecuted as a misdemeanor and upon conviction thereof shall be punished as provided by Penal Code, Section 19 as amended. Each day such violation is committed or permitted to continue shall constitute a separate offense.

C. Correction of Violations.

Payment of any penalty established by this chapter shall not relieve a person from responsibility of correcting any violation of this chapter, statute or regulation nor shall it relieve a person from the payment of a late fee imposed under this chapter. (Ord. 640.4 § 14, 1997)

Section 16. Effective/Operative Dates.

This Ordinance shall take effect 30 days after its adoption.

Adopted:

640 Item 3.6 of 09/01/1987 (Eff: 10/01/1987)

Amended:

640.1 Item 3.7c of 06/13/1989 (Eff: 07/13/1989)
640.2 Item 11.1 of 06/08/1993 (Eff: 07/08/1993)
640.3 Item 11.1 of 05/03/1994 (Eff: 06/02/1994)
640.4 Item 12.1 of 01/28/1997 (Eff: 02/27/1997)
640.5 Item 3.10 of 03/14/2000 (Eff: 04/13/2000)
640.6 Item 7.3 of 07/31/2001 (Eff: 08/30/2001)
640.7 Item 9.1 of 08/19/2003 (Eff: 09/18/2003)
640.8 Item 9.3 of 06/08/2004 (Eff: 07/08/2004)
640.9 Item 9.2 of 06/06/2006 (Eff: 07/06/2006)
640.10 Item 15.10 of 05/22/2007 (Eff: 06/21/2007)
640.11 Item 15.1 of 06/10/2008 (Eff: 07/10/2008)
640.12 Item 3.27 of 09/30/2008 (Eff: 10/30/2008)

640.13 Item 9.3 of 07/27/2010 (Eff: 08/26/2010)
640.14 Item 9-4 of 07/15/2014 (Eff: 08/14/2014)

Fee Schedule Revised: Item 3-23 of 04/12/16 (Eff:07/01/2016)
Fee Schedule Revised: Item 3.38 of 04/11/17 (Eff: 07/01/2017)
Fee Schedule Revised: Item 3.7 of 03/20/18 (Eff: 07/01/2018)
Fee Schedule Revised: Item 3.13 of 04/07/2020 (Eff: 07/01/2020)
Fee Schedule Revised: Item 3.11 of 06/30/2020 (Eff: 07/01/2020)
Fee Schedule Revised: Item 3.5 of 04/26/2022 (Eff: 07/01/2022)

	Permit / Fee	Effective 7/1/2022
1	**Food Facility, as defined in Section 113789 of the California Health and Safety Code:**	
a.	Per food facility 1 – 2,000 square feet	
i.	Food Market	$714.00
ii.	Restaurant	$763.00
iii.	Bar/Tavern	$763.00
iv.	100% Prepackaged Food Facility	$572.00
b.	Per food facility 2,001 – 5,999 square feet	
i.	Food Market	$1,076.00
ii.	Restaurant	$1,150.00
iii.	Bar/Tavern	$1,045.00
iv.	100% Prepackaged Food Facility	$861.00
c.	Per food facility 6,000 square feet or more	
i.	Food Market	$1,498.00
ii.	Restaurant	$1,536.00
iii.	Bar/Tavern	$1,455.00
iv.	100% Prepackaged Food Facility	$1,197.00
d.	Per food facility 25-300 square feet dealing in 100% Prepackaged non-potentially hazardous food only	$256.00
e.	Each additional food operation within a food facility 6,000 square feet or more	$212.00
f.	Upon inspection and/or re-inspection of the facility exceeding four previous inspections and/or re-inspections per permit year for each hour or fraction thereof	$199.00
g.	Each HACCP plan review or microbial challenge study review, Per hour	$199.00
h.	Public and Private Schools	

	Receives food only from a central kitchen or facility; or only performs limited food preparation (such as heating or re-heating, or limited food assembly) as determined by the Department	
	Per site	$469.00
	Extensive food preparation or handling (such as a small, medium or central kitchen) as determined by the Department	
	Per site	$940.00
i.	Hotels and Motels	
	100% prepackaged food	$276.00
	Limited food preparation as determined by the Department	$545.00
2	**Caterer, a food facility as defined in Section 113789 of the Health and Safety Code, operated for the purpose of catering parties, banquets, weddings, and other special events:**	
a.	Per caterer	$527.00
3	**Commissary, as defined in Section 113751 of the California Health and Safety Code**	
a.	Per commissary	$649.00
4	**Seasonal, nonprofit snack bar (which is considered a food facility as defined in Section 113789 of the California Health and Safety Code) operated by a nonprofit organization including but not limited to Little League, Pop Warner, or American Youth Soccer, per year at the same location:**	
a.	Per seasonal nonprofit snack bar, operating for no longer than six (6) consecutive months per year.	$156.00
5	**Produce stand, as defined in section 113879 of the California Health and safety Code or farm Stands, as defined in Section 113778.2 of the California Health and safety code:**	
a.	Per Produce Stand	$389.00
b.	Per Farm Stand	$291.00
6	**Restricted food Service Facility,(per section 113893 of the California Health and Safety code) (Such as "Bed and Breakfast" operations) with 20 rooms or less**	$397.00

7	**A Cottage Food Operation (CFO), as defined in Ordinance 916**	
a.	Per Class A CFO	$186.00
b.	Per Class B CFO	$374.00
8	**Food handler certification testing, as provided for in Riverside County Code Chapter 8.44 (Ordinance No. 567):**	
a.	Per each in office test including duplicates)	$27.00
b.	Per each on-line test (including duplicates)	$27.00
9	**A Community Event is defined in section 113755 of the California Health and Safety code as an event that is of a civic political, public, or educational nature; including state and county fairs, city festivals, circuses, and other similar events as determined by the Department. The Following permit requirements of this section concern activities related to a "community event."**	
a.	A "Temporary Event" is as event where "Temporary Food Facilities," as defined in section 113930 of the California Health and Safety Code, shall not operate in excess of 25 consecutive or non-consecutive days in any 90-day period in conjunction with a "Community Event." The following permits are required for each community event:	
i.	Event Organizer Permit. This requirement is defined in section114381.1 of the California Health and Safety Code. It requires the event organizer to obtain the permit ten (10) working days prior to the start of the community event.	
	1-5 vendors	$347.00
	6-10 vendors	$643.00
	11-15 vendors	$939.00
	16- 20 vendors	$1,236.00
	21-25 vendors	$1,531.00
	26-30 vendors	$1,827.00
	31-35 vendors	$2,124.00
	36-40 vendors	$2,418.00

	41-45 vendors	$2,715.00
	46-50 vendors	$3,010.00
	51 vendors or more	$3,307.00
ii.	Temporary Food Facility Permit. This is required for each temporary food facility, more commonly referred to as a "Food Booth," or Stationary Mobile food Preparation Unit" which have any unpackaged food items, any pre-packaged perishable food items, or perform any food preparation activities.	$210.00
iii.	100% Pre-packaged Temporary food facility permit. This is required for each temporary food facility, more commonly referred to as a "Food Booth," which services only 100% pre-packaged, non-perishable foods.	$114.00
iv.	Stationary Mobile Food Preparation Unit Permit. These mobile food facilities are more commonly referred to as trailers, step vans, etc. These units must be approved as to their construction by this Department. A separate permit is required for each unit.	$148.00
b.	An "Occasional Event" is defined as an event where Temporary Food Facilities may operate no more than three (3) days in any 90 Day period. The following permits are required for each occasional event:	
i.	Event Organizer Permit. This requirement is defined in Section 114381.1 of the California Health and Safety Code. It requires the event organizer obtain the permit ten (10) working days prior to the start of the community event.	
	1-5 vendors	$347.00
	6-10 vendors	$643.00
	11-15 vendors	$939.00
	16-20 vendors	$1,236.00
	21-25 vendors	$1,531.00
	26-30 vendors	$1,827.00
	31-35 vendors	$2,124.00
	36-40 vendors	$2,418.00
	41-45 vendors	$2,715.00

	46-50 vendors	$3,010.00
	51 vendors or more	$3,307.00
ii.	Occasional Food Facility Permit. This is required for each occasional food facility, more commonly referred to as a “Food Booth” or “Stationary Mobile Food Preparation Unit”; which have any unpackaged food items, pre-packaged perishable food items, or perform any food preparation activities.	$102.00
iii.	100% Pre-packaged Occasional Food Facility Permit. This is required for each occasional food facility more commonly referred to as a “Food Booth,” which serves only 100% pre-packaged, non-perishable foods.	$64.00
iv.	Stationary Mobile Food Preparation Unit Permit. These mobile food facilities are more commonly referred to as trailers, step vans, etc. These units must be approved as to their construction by this Department. A separate permit is required for each unit.	$81.00
c.	Community event discounted permit fees. If the event organizer of a “Community Event” meets the following provisions, a discount as outlined below will be applied to food vendors operating at the event and the “Event Organizer Permit” fee will be waived:	
i.	Provide the Department with a complete list of all food vendors, which will operate at the event at least two weeks prior to the start of the event. The list must include the owners name, business name, address, telephone number and category of operation as listed above, for each food vendor.	
ii.	Pay in full all permit fees required by this Department for each food vendor at least two weeks prior to the start of the event. Food vendors found at the Community Event that were not included on the list provided by the Event Organizer will not receive the discounted rate and/or may be required to leave the event.	
iii.	Temporary Events:	
	1-5 vendors	$678.00
	6-10 vendors	$1,271.00
	11-15 vendors	$1,865.00
	16-20 vendors	$2,458.00

	21-25 vendors	$3,050.00
	26-30 vendors	$3,644.00
	31-35 vendors	$4,236.00
	36-40 vendors	$4,830.00
	41-45 vendors	$5,424.00
	46-50 vendors	$6,016.00
	51-55 vendors	$6,609.00
	56-60 vendors	$7,202.00
	61-65 vendors	$7,795.00
	66-70 vendors	$8,390.00
	71-75 vendors	$8,981.00
	76-80 vendors	$9,573.00
	81-85 vendors	$10,167.00
	86-90 vendors	$10,760.00
	91-95 vendors	$11,354.00
	96 vendors or more	$11,946.00
iv.	Occasional Events:	
	1-5 vendors	$207.00
	6-10 vendors	$332.00
	11-15 vendors	$453.00
	16-20 vendors	$575.00
	21-25 vendors	$698.00
	26-30 vendors	$822.00
	31-35 vendors	$944.00
	36-40 vendors	$1,067.00
	41-45 vendors	$1,190.00
	46-50 vendors	$1,311.00
	51-55 vendors	$1,435.00
	56-60 vendors	$1,558.00
	61-65 vendors	$1,681.00

	66-70 vendors	$1,803.00
	71-75 vendors	$1,925.00
	76-80 vendors	$2,048.00
	81-85 vendors	$2,172.00
	86-90 vendors	$2,294.00
	91-95 vendors	$2,416.00
	96 vendors or more	$2,539.00
10	**Food Sales at Swap Meets: Food sales at swap meets are limited to the two following activities: Mobile Food Facilities (see Section 4.52.120, Section 10, a, b, c, and d) and Swap Meet pre-packaged food stands.**	
a.	Swap Meet 100% pre-packaged, non-potentially hazardous food stand.	$170.00
b	Swap Meet Organizer Permit: This requirement is defined in section 114381.1 of the California Health and Safety Code. It requires the organizer to obtain a permit at the beginning of each calendar year depending on the number of food vendors allowed at the swap meet. A listing of vendors must be provided and updated as needed to be current; additional vendors or substitutes may be added quarterly. If the number of vendors increases the organizer fee shall increase and the difference in fee shall be charged. No refunds will be issued for vendors that are excluded or discontinue participation at the swap meet during the year or quarter.	
	1-5 vendors	$174.00
	6-10 vendors	$207.00
	11-15 vendors	$242.00
	16-20 vendors	$279.00
	21-25 vendors	$311.00
	26-30 vendors	$347.00
	31-35 vendors	$383.00
	36-40 vendors	$416.00
	41-45 vendors	$446.00
	46-50 vendors	$480.00
	51 vendors or more	$516.00

11	**Mobile Food Facilities and Mobile Support Units as defined in Sections 113831 & 113833 of the California Health and Safety Code**	
a.	Per each mobile food facility, must be 100% pre-packaged foods (ice cream trucks, “cold trucks”, ancillary carts, etc.)	$418.00
b.	Per each 100% pre-packaged mobile food facility (tamale push cart, ice cream push cart, etc.)	$163.00
c.	Per each unpackaged mobile food facility (hot dog carts, espresso carts, shaved ice carts, ancillary carts, etc.).	$589.00
d.	A mobile food facility, motorized or un-motorized; limited to selling only whole, uncut produce	$251.00
e.	Per mobile support unit	$589.00
f.	Mobile Food Truck Fee	$754.00
12	**Community Artisan Operation is a food provider offering limited products prepared, stored, or labeled in a permitted kitchen, requiring a kitchen agreement letter from this department, signed by the owner, operator and an Environmental Health Specialist**	$260.00
13	**Certified Farmers’ Market as defined in Section 113742 of the California Health and Safety Code:**	
a.	Per certified farmers’ market	$522.00
14	**Holiday operations; profit or nonprofit food establishment or food facilities operating for 30-45 days around a holiday:**	
a.	Per Holiday operation	$132.00
15	**Vending Machine, as defined in Section 113938 of the California Health and Safety Code:**	
a.	Per vending machine	$78.00
16	**Public Swimming Pool or Public Spa, as defined in California Code of Regulations, Title 22, Section 65501(includes wading or special use pool):**	
a.	Per public swimming pool	$422.00

b.	Per public spa pool	$422.00
c.	Per Wading Pools	$422.00
d.	Per Water Features	$422.00
e.	Public Pool and/or Spa that has been drained and locked for longer than 6 months and still requires monitoring for safety.	$192.00
17	**Plan check fees and on-site evaluations:**	
a.	Plan check for food facility, as defined in Section 113789 of the California Health and Safety Code.	
i.	New food facility 1 - 200 square feet, for each set of plans	$865.00
ii.	New food facility 201 - 1,499 square feet, for each set of plans	$1,525.00
iii.	New food facility 1,500 - 2,999 square feet, for each set of plans	$1,831.00
iv.	New food facility 3,000 - 5,999 square feet, for each set of plans	$2,037.00
v.	New food facility 6,000 - 9,999 square feet, for each set of plans (not including any additional satellite food facilities)	$2,242.00
vi.	New food facility 10,000 - 19,999 square feet, for each set of plans (not including any additional satellite food facilities)	$2,698.00
vii.	New food facility 20,000 or more square feet, for each set of plans (not including any additional satellite food facilities)	$3,565.00
viii.	Where existing food facility for which a valid receipt has been issued, pursuant to this chapter, is remodeled or renovated. The plan check fee for each set of plans shall be based on the total square footage being remodeled or renovated with the same plan check fee as that for a new food facility of the same size, as specified elsewhere in this chapter.	

ix.	Minor remodeling of existing food facilities; including, but not limited to, the addition of large reach-in refrigerators, walk-in refrigerators, exhaust hoods, self-serve beverage bars, or changes involving plumbing; evaluation of out of business facilities for the purpose of reopening when only minor items exist. This fee would cover 3-4 inspections; any additional inspections would be charged at the set hourly rate.	$493.00
x.	Remodel Fee	$865.00
b.	Where on-site evaluation of a previously operating food facility not in current operation is requested in lieu of or in addition to submission of a construction, remodeling or renovation plan, the fees for such on-site evaluation shall be in addition to such plan check fees, as specified elsewhere in this chapter.	
i.	Each hour, or fraction thereof, of on-site evaluation	$199.00
c.	For plan check of Mobile Food Facilities and Mobile Support Units as defined in Sections 113831 & 113833 of the California Health and Safety Code.	
i.	Each unpackaged mobile food facility	$585.00
ii.	Each mobile support unit or ancillary cart.	$585.00
iii.	Each pre-packaged mobile food facility or ancillary cart handling potentially hazardous foods as defined in Section 113871 of the California Health and Safety Code	$292.00
iv.	Each Mobile Food Facility Truck or Trailer	$689.00
v.	Remodel required due to changes in existing food service or changes to vehicle or cart will be charged per hour	$199.00
d.	Incidental pre-packaged food facilities where food sales are not the primary retail item:	
i.	1 - 2,999 square feet, for each set of plans	$495.00
ii.	3,000 - 7,999 square feet, for each set of plans	$992.00
iii.	8,000 square feet and larger, for each set of plans	$1,490.00
e.	For plan check of public swimming pools, as provided for in the California Code of Regulations, Title 22, Section 65505:	
i.	Swimming pool 1 - 1,000 square feet, for each set of plans	$1,425.00

ii.	Swimming pool over 1,001 square feet for each set of plans	$2,037.00
iii.	All spa pools	$1,425.00
iv.	Minor remodeling of existing pool facilities; including, but not limited to, Virginia Graeme Baker upgrades (2 bodies of water per enclosure), new/changing of fencing, or changing/adding equipment.	$493.00
v.	Multiple minor changes (and some major changes, depending on scope of work) to pool. For example: fencing + equipment changes + re-plastering; equipment changes + re-plumbing; reviewing outdated plans where additional inspections are required, etc.	$865.00
vi.	Resurface of pool or spa shell finish (re-plaster) Completion of worksheet; evaluation of surface material (plaster) including the change in slope if applicable; step risers and treads; handrails and ladders; depth markers; rope and buoy anchors; coping; skimmers; suction outlet covers.	$ 249.00 per body of water
f.	Where on-site evaluation of a pool or spa facility is requested in lieu of or in addition to submittal of plans (and corresponding plan check fees paid)	
i.	Each hour, or fraction thereof, of on-site evaluation	$199.00
18	**Requested or mandated inspections, re-inspections, consultations, site visits, response to illegal or unpermitted activities or any time spent to abate violations related to a business, home, or property; not supported by fees or otherwise provided for in this chapter:**	
a.	For each hour, or fraction thereof	$199.00
19	**Poultry Ranches:**	
a.	Each commercial poultry ranch	$1,036.00
20	**Mobile Home Park, Recreational Vehicle Park, Temporary Recreational Vehicle Park, and Incidental Camping Area, as defined, respectively, in Sections 18214, 18215, 18217, 18208 and 18502 of the California Health and Safety Code:**	
a.	Per mobile home park	$140.00
	Per recreational vehicle park or incidental camping area	$25.00
i.	For each mobile home lot in a mobile home park, add to fee	$11.00

ii.	For each recreational vehicle lot, add to fee	$2.00
b.	Temporary recreational vehicle park	$25.00
c.	Mobile home park complaint re inspection fees per Title 25, section 1004.5c	
	For the first hour;	$196.00
	For second and subsequent whole hours;	$82.00
	For each thirty minutes or fractional part thereof	$41.00
d.	Change of name or transfer of ownership of mobile home park, recreational vehicle park, temporary recreational vehicle park, or incidental camping area	$10.00
e.	Amendment of permit, other than change of name or transfer of ownership, or for duplicate	$10.00
f.	Mobile Home Park State fees as set forth under the California Code of Regulations, Title 25, Section 1008:	
	Number of Lots	State Fees
	2-19	$40.00
	20-49	$75.00
	50-99	$175.00
	100-249	$400.00
	250-499	$800.00
	500 or more	$1,600.00
21	**Organized camp, as defined in Section 18897 of the California Health and Safety Code**	$682.00
a.	For each food facility on the premises	1/3 normal fee
b.	For each swimming pool or spa pool on the premises	1/2 normal fee
22		
a.	All Department staff time expended related to the situation which caused the pendency to be placed shall be reimbursed at the following hourly rate or fraction thereof:	$199.00
b.	Other costs – All other costs related to the correction of the situation which caused the pendency to be placed on the property shall also be itemized as to their actual costs and must be reimbursed to the Department prior to the release of the pendency.	

23	**Reproduction of records, per each quarter hour or any portion thereof**	$10.00
24	**Clerical records research fee**	
	First Page	$0.50
	Additional Pages	$0.10
25	**Hazardous material/spill impact report:**	
	Per each report requested	$79.00
26	**Reproduction of master computerized billing/ database records:**	$18.48
27	**Cleaning and/or transporting waste from septic tanks, chemical toilets, cesspools, seepage pits, aircraft holding tanks, or disposing of the cleanings thereof, and transporting animal by-products or sewage sludge as provided in Section 117405 of the California Health and Safety Code and Riverside County Code Chapter 8.84 (Ordinance No. 712).**	
a.	First vehicle	$371.00
b.	Each additional vehicle thereafter	$246.00
c.	Per maintenance facility	$186.00
d.	Registration tag replacement	$14.00
28	Processing privately owned or operated solid waste facility permit applications to include Full, Standardized, Registration and Notification Tier facilities as provided in Section 44006 of the Public Resources Code:	
a.	Permit application for new, revised or closure permits	$9,539.00
b.	Permit application for permit review or modification	$1,980.00
c.	Permit application for large multicounty landfills	$16,600.00
29	**Solid waste facilities permit as defined in Section 40194 of the Public Resources Code:**	
a.	Privately owned or operated material recovery facility, Privately owned or operated transfer station, Green Waste (or Wood Waste) Chipping and Grinding, Construction and Demolition and Inert Debris (CDI) Processing or Recycling or Disposal facilities as defined in Sections 17850 et. seq., 17837 et. seq. and 17380 et. seq. of Title 14, CA Code of Regulations	
b.	Full Permit	$4,282.00

c.	Registration Tier	$1,112.00
d.	Notification Tier	$557.00
30	**Administrative charge for placing a lien on a parcel pursuant to Ordinance 745 for unpaid trash collection charges.**	$77.00
31	**Solid Waste Transfer Vehicle, 1st**	$201.00
a.	Each Additional	$98.00

If the County's cost of conducting monitoring activities, including mandated inspections and complaint investigations, is greater than the permit fee the operator shall pay the difference to the County within thirty (30) calendar days of receipt of an invoice. Solid waste landfill fees shall be submitted within thirty (30) days of the end of the month and shall include a statement indicating the daily amount of waste received per site.

32	**Land Application of Class A Sewage Sludge per Ordinance 830**	
a.	Review of a Registration:	
	Each Generator or Processor	$618.00
	Each Transporter	$308.00
	Each Tier 2, 3, or 4 site	$245.00
b.	Annual Inspection and Sampling Fees	
	Each Generator or Processor	$496.00
	Each Transporter	$123.00
	Each Tier 1 Site	$418.00
	Each Tier 2, Tier 3, or Tier 4 Application Site	$629.00

33	**Medical Waste Generators as defined in Section 117705 of the California Health and Safety Code.**		
a.	Large quantity medical waste generators		
		Effective July 01, 2022	
		Annual Fee	
		With on-site	**Without on-site**
		Treatment	**Treatment**

i.	Large quantity Generators		
	1-99 beds	$1,995.00	$1,331.00
	100-199 beds	$3,014.00	$1,907.00
	200-250 beds	$3,548.00	$2,440.00
	251+ beds	$5,321.00	$3,102.00
ii.	Specialty clinics:		
	Surgical, dialysis or rehabilitation	$1,441.00	$776.00
iii.	Skilled nursing facility:		
	1-99 beds	$1,275.00	$609.00
	100-199 beds	$1,444.00	$776.00
	200+ beds	$1,552.00	$885.00
iv.	Acute psychiatric hospital	$1,108.00	$443.00
v.	Intermediate care facility	$1,331.00	$665.00
vi.	Primary care clinic	$1,444.00	$776.00
vii.	Licensed clinical laboratory	$1,108.00	$443.00
viii.	Health care service plan facility	$1,444.00	$776.00
ix.	Veterinary clinic or hospital	$1,108.00	$443.00
x.	Large quantity generator medical office	$1,108.00	$443.00
b.	Small quantity medical waste generator		
i.	No storage	$111.00	$ 53.00
ii.	Common storage facility serving:		
	10 or fewer generators		$222.00
	11 to 50 generators		$553.00
	51 or more generators		$1,108.00
34	**Public water system, as defined in the California Health and Safety Code, Section 116275 shall pay an annual operating fee pursuant to California Health and Safety Code, Section 116565:**		
a.	Community water system		
i.	15 to 24 service connections		$614.00
ii.	25 to 99 service connections		$978.00

iii.	100 to 199 service connections	$1,223.00
b.	Non-community water system (includes Non-transient, non-community water systems)	$857.00
c.	Transient Non-Community non-food facility water systems with no water consumption	$302.00
d.	Transient Non-Community food facility water systems with no water consumption	$489.00
35	**Public water system permit application processing fees as provided in the California Health and Safety Code, Section 116570:**	
a.	New community water system.	$1,223.00
b.	New non-community water system (includes Non-transient, non-community water systems).	$732.00
c.	Amendment to a domestic water supply permit due to a change of ownership.	$368.00
d.	Amendment to a domestic water supply permit due to addition or modification of the source of supply, or an addition or change in method of treatment of the water supply.	$614.00
36	**Each public water system shall reimburse the Department of Environmental Health for actual costs, at the following hourly rate or fraction thereof, for enforcement as provided for in the California Health and Safety Code, Section 116595, (a) for activities related to the following:**	$187.00
a.	Preparing, issuing and monitoring compliance with an order or a citation;	
b.	Preparing and issuing public notification;	
c.	Conducting a hearing pursuant to Section 116625 of the California Health and Safety Code.	
d.	Requests for exemptions, variances or waivers for any applicable requirement.	
37	**State Small Water Systems as defined in California Health and Safety Code, Section 116275(n), annual operating permit:**	$1,136.00
38	**Employee housing water system, as addressed in the Health and Safety Code section 17021, annual operating permit:**	$1,054.00
39	**Water supply permit review for State small and employee housing water systems as provided in**	

	the California Health and Safety Code, Section 116340, per system	$2,232.00
40	**Bacterial water sample, as provided in the California Health and Safety Code, Section 116340, cost to collect sample:**	$200.00
41	**Each additional chemical constituent laboratory analysis and collection as specified in Department of Environmental Health policy as a part of a water well evaluation.**	At Lab Cost
42	**Requested inspections/consultations relating to water systems, not supported by fees as otherwise provided for in this chapter, per hour or fraction thereof:**	$187.00
43	**Unified Program Fees for Corrective Action at Contaminated Sites. A responsible party or person requesting the County's oversight of corrective action to address a release of hazardous waste or hazardous constituents at a site shall pay the County for oversight costs incurred, while acting as the Unified Program Agency, pursuant to California Code of Regulations Section 68400 and Health and Safety Code, Division 20, Chapter 6.11.**	
a.	All Department staff time spent on activities related to environmental consultations, reviews, and oversight of assessments and cleanups, shall be reimbursed at the following hourly rate or fraction thereof:	$199.00
b.	Other costs – Costs incurred by the Department for technical assistance or consultation services performed by outside agencies related to human health and/or environmental risk assessment evaluations shall be reimbursed at their actual cost.	
44	**State Surcharges/Service Fees pursuant to the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, California Code of Regulations, Title 27, Sections 15240 and 15250 shall be assessed each regulated business as applicable . The applicable State Surcharges/Service Fees will be published annually by the State and verified by both the Department and the Auditor-Controller prior to implementation into the Certified Unified Program Agency (CUPA) Single Fee System.**	
45	**Each regulated business pursuant to the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, California Code of Regulations, Title 27, Section 15210, may be assessed a Certified Unified Program Agency administrative oversight fee to fund the necessary and reasonable costs of implementing the unified program and large quantity generators.**	

46	**Hazardous waste generators as defined in the Hazardous Waste Control Law of the State of California, Health and Safety Code, Division 20, Chapter 6.5, Article 1, Section 25100 et seq., and Riverside County Code Chapter 8.60 (Ordinance 615).**	
a.	Where from 1 to 10 persons are employed by and at the site of the applicant's establishment	$511.00
b.	Where from 11 to 25 persons are employed by and at the site of the applicant's establishment	$765.00
c.	Where from 26 to 50 persons are employed by and at the site of the applicant's establishment	$1,086.00
d.	Where from 51 to 100 persons are employed by and at the site of the applicant's establishment	$1,455.00
e.	Where from 101 to 200 persons are employed by and at the site of the applicant's establishment	$1,717.00
f.	Where from 201 to 300 persons are employed by and at the site of the applicant's establishment	$2,661.00
g.	Where from 301 to 500 persons are employed by and at the site of the applicant's establishment	$3,654.00
h.	Where 501 or more persons are employed by and at the site of the applicant's establishment, the annual fee shall be $3,336.00 plus $4.50 for each employee over 500 employees.	
47	**Hazardous Waste/Tiered Permitting as defined in the State of California, Health and Safety Code, Division 20, Chapter 6.5:**	
a.	Permit By Rule	$2,602.00
b.	Conditionally Authorized	$2,591.00
c.	Conditionally Exempt	$449.00
48	**Hazardous materials business plans (disclosure) as defined in the Hazardous Materials Release Response Plans and Inventory Law of the State of California, Health and Safety Code, Chapter 6.95, Division 20, Sections 25500 et seq. and Riverside County Code Chapter 8.64 (Ordinance 651).**	
a.	Agricultural handler	$328.00
b.	Special handler	$534.00
c.	Level I handler	$849.00
d.	Level II handler	$1,130.00
e.	Level III handler	$1,695.00
f.	Public Safety Enterprise Communication Sites, per hour	$245.00

g.	Exempt facility: this is an annual fee for facilities that are exempt from the requirement for submission of a business plan or amendments but that wish to provide the plan for inclusion in the emergency response database maintained by the hazardous materials management division, per facility.	$250.00
49	**California Accidental Release Prevention Program and Risk Management Plan reviews/inspections as defined in the State of California Health and Safety Code, Chapter 6.95 and/or Title 19 California Code of Regulations and/or Section 112 (r) of the Clean Air Act (42 U.S.C. § 7412) and/or 40 Code of Federal Regulations:**	
a.	Review of Risk Management Plan/Facility Inspections, per hour	$245.00
50	**Underground storage tank systems as defined in the State of California Health and Safety Code, Division 20, Chapter 6.7, Sections 25280, et seq., and Riverside County Code Chapter 8.140 (Ordinance 617).**	
a.	Permit to operate an underground storage tank system:	
	Each underground tank system at a facility	$633.00
b.	Permit to construct, install or upgrade an underground storage tank system:	
i.	First underground tank system at a facility (up to 6 hours review time, additional review time required will be charged at $214.00 /hour)	$1,328.00
ii.	Each additional underground tank system at such a facility (up to 2 hours review time, additional review time required will be charged at $214.00/hour)	$441.00
c.	Permit to temporarily or permanently close an underground storage tank system:	
i.	First underground tank system at a facility (up to 4 hours review time, additional review time required will be charged at $214.00/hour)	$944.00
ii.	Each additional underground tank system at facility (up to 1 hour of review time, additional review time required will be charged at $214.00/hour)	$255.00
d.	Permit to repair or modify an underground tank system, (for the first four hours of review time after which the consultation rate for each additional hour or portion of shall be applicable at the rate of $214.00/hour)	$944.00
e.	Re-inspection fee (consultation rate per hour)	$245.00

f.	Emergency response hourly rate	$245.00
51	**Consultation rate – hazardous materials, per hour**	$245.00
52	**Above Ground Petroleum Storage Act (APSA) Facilities APSA has been adopted in the California Health and Safety Code, Chapter 6.67. Under APSA, tank facility owners and operators are required to prepare and implement a Spill Prevention, Control, and Countermeasure (SPCC) Plan.**	
a.	Exempt Facilities	$77.00
b.	Tier I facilities	$77.00
c.	Tier II facilities	$77.00
d.	Non-Qualified Facilities	$233.00
53	**Tobacco Retailing as defined in Ordinance 838**	
a.	For each Tobacco Retail Facility	$475.00
54	**Merchant Convenience Fee Charge for Credit & Debit Card Payments**	2.37% of total transaction Charged
55	**CECH Registered Provider**	
a.	Accrediting a person/agency to become a registered provider for CECH's: application and course materials evaluation	
	Single course up to 10 CECH's	$480.00
	Each additional course up to 10 CECH's (per course)	$ 240.00 per course
	Each additional CECH (over 10 CECH's)	$ 30.00 per CECH
b.	Renewal of previously approved courses for CECH's (through Riverside County Special Projects Training Program)	
	Single course up to 10 CECH's	$240.00
	Each additional course up to 10 CECH's (per course)	$ 120.00 per course
	Each additional CECH (over 10 CECH's)	$ 15.00 per CECH
c.	Audit(s) of course – at least one audit per course or 10% of course training dates (whichever is greater)	
	Within 60 miles of Riverside main office	$ 200.00 per audit
	Within 120 miles of Riverside main office	$ 400.00 per audit

	More than 120 miles of Riverside main office	Travel expenses plus $ 150.00 per hour of CECH class
56	**CECH Attendee**	
a.	Cost per person for attending a Riverside County hosted/sponsored CECH training	$ 10.00 per CECH plus materials and share of program/ speaker cost
b.	Re-generation of CECH certificate of attendance (after 30 days of class up to two years of date of class)	$ 10.00 per certificate per event

		Fee Effective July 1, 2022	
	PERMIT / FEE	**Fixed Fee Amount**	**Total Amount**
57	**Well Construction or Destruction Permit and Related Charges**		
	Water Sample, Cost to Collect	$29.00	$29.00
	Extension of Time	$81.00	$81.00
	Contractor Permit Transfer	$31.00	$31.00
	Monitoring - Single Well	$180.00	$180.00
	Monitoring - Additional (Same Site and Same Submittal)	$82.00	$82.00
	Well Destruction	$199.00	$199.00
	Agriculture	$202.00	$202.00
	Individual	$549.00	$549.00
	Community	$740.00	$740.00
	Other Types (e.g., Extract or Inject)	$346.00	$346.00
	Cathodic	$259.00	$259.00

	Well Evaluation	$463.00	$463.00
	Well Driller Annual Registration	$41.00	$41.00
	Additional Well Inspections and Evaluations	$199.00	$199.00
58	**OWTS Plan Check, Installation and Related Charges**		
	Conventional OWTS	$795.00	$795.00
	Advanced Treatment OWTS	$1,114.00	$1,114.00
	Holding Tank	$170.00	$170.00
	Grease Interceptors	$249.00	$249.00
	Septic Verification	$118.00	$118.00
	Sewer Verification	$49.00	$49.00
	OWTS Destruction/Removal (Two Hour Minimum)	$199.00	$199.00
	OWTS Restamp	$51.00	$51.00
	Second Visit, Same Site	$112.00	$112.00
	Division of Real Estate/Clearance Letter (1/2 Hour Minimum)	$79.00	$79.00
	Consultation (1/4 Hour Minimum)	$112.00	$112.00

59	**Annual operating permit for alternative on-site waste water treatment systems (OWTS) as required by Riverside County Code Chapter 8.124 (Ordinance No.650)**	
a.	Alternative OWTS or holding tank	$233.00
b.	Alternative OWTS with advanced treatment	$309.00
60	**Examination and issuance of certificate of competency for the inspection of backflow prevention devices, as provided for in California Code of Regulations, Title 17, Section 7605:**	
a.	Initial certificate of competency	$161.00
b.	Three-year renewal, examination and renewal of competency	$151.00
c.	Commercial certified backflow tester listing, per individual or company	$20.00
61	**Body Art Facility as defined in Section 119301 of the California Health and Safety Code**	
a.	Per Facility	$255.00

62	**Body Art Practitioner as defined in Section 119301 of the California Health and Safety Code**	
a.	Initial Setup Fee (one time)	$64.00
b.	Registration Fee (annual)	$64.00
63	**Body Art Vehicle as defined in Section 119301 of the California Health and Safety Code**	
a.	Per Vehicle	$320.00
64	**Body Art Demonstration Booths and vehicles as defined in Section 119317 of the California Health and Safety Code that operate at a singular event or site other than a permitted Body Art Facility that occurs no more than 7 days in a 90 day period and occur only at events or sites with an approved Sponsor**	
a.	Sponsor, as defined in Section 119301 of the California Health and Safety Code, is responsible for the operating site of the Body Art Demonstration Booth(s) and shall secure an event permit based on the total number of Body Art Demonstration Booths.	
i.	Body Art Event Sponsor Permit	$300.00
b.	Body Art Demonstration Booth	$66.00
65	**Body Art Facility/Vehicle Plan Check**	
a.	Per Plan	$516.00
66	**Body Art Re-inspection fees**	$185.00
67	**Body Art Event Practitioner "Temporary Event"**	
a.	Registration	$28.00
68	**Ear Piercing Facility Registration as defined in Section 119325 of California Health and Safety Code**	
a.	Per Facility	$51.00
69	**Industrial Hygiene activities including, but not limited to: Asbestos, Lead evaluation, plus any associated costs.**	$188.00
70	**Micro-Enterprise Home Kitchen Operations Permit**	$651.00

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

SUBJECT: Grand Avenue East Side Land Use Designation Discussion

SUBMITTED BY: Matthew Bassi, Community Development Director

PREPARED BY: Matthew Bassi, Community Development Director

ACTION:
1. Receive Staff's Presentation on the Grand Avenue East Side Land Use Change;and

2. Take Public Comments; and

3. Discuss the Grand Avenue East Side Land Use Change and take one of the following final actions:

a) Keep the existing GP Land Use designation of Low Density Residential (LDR) for this specific area; or

b) Accept the Planning Commission's recommendation to change the land use designation to Estate Density Residential (EDR)

SUMMARY:
Planning Commission Study Session Summary (June 26, 2024):

Staff presented the Grand Avenue East Side Land Use Change discussion and which provided background and history regarding this (refer to discussion below and June 26 PC staff report (Attachment E). Following Staff's presentation, the Commission did not raise any questions for staff and opened the floor for public comments. There were 16 speakers in total on this topic with various view points.

Seven (7) residents spoke in favor of keeping the existing (our current GP land use map designation) LDR land use designation citing that this land use designation has been in existence for nearly 30+ years. According to the speakers, the east side Grand Avenue area was originally planned by Riverside County (prior to incorporation) to serve as a buffer area between the Palomar Road MDR/R-1 residential neighborhoods (Richmond American, Lennar, Meritage Homes, etc.) and the EDR residential neighborhoods on the west of Grand Avenue leading westwards into the Santa Rosa plateau.

Nine (9) speakers spoke in favor of the proposed Estate Density Residential (EDR) land use designation citing in part that the east side of Grand Avenue should have the same designation as the west side given that several of the parcels on the east side of Grand Avenue already has an estate "feel" to them. Some speakers expressed that keeping the Low Density Residential (LDR) land use designation (that would allow for 1/2-acre subdivisions

instead of 2-acre subdivisions) was too dense and may not be able to maintain the rural character of the Grand Avenue corridor.

After close of the public comments, the Commissioners present (Filar, Banks, & Cambero -- Strong recused, Bernard absent) had no questions for Staff. The Commission briefly discussed the land use and expressed belief that the EDR land use designation was more appropriate over the LDR designation. The Commission then voted 3 - 0 to keep the EDR land designation as shown on the proposed GP land use map.

DISCUSSION:
Grand Avenue East Side Land Use Area Discussion:

The Grand Avenue land use recommendation was brought forward by the Commission during the May 24, 2023 study session. At this meeting, staff presented the final draft land use map for Commission discussion and consideration. Staff's recommendation on the final draft land use plan was to maintain (since incorporation in 2008) the existing Low Density Residential (LDR) land use designation for east side of Grand Avenue extending from McVicar Street south to the SCE substation and east from Grand Avenue to Murrieta Creek (Attachment C, Aerial Exhibit). The LDR land use designation is one of the city's rural land use designations allowing for rural residential uses on an existing parcel or as part of a new residential subdivision with half-acre (1/2) minimum lot sizes set a density of 2 units per acre.

During Commission discussion of the final draft land use plan, Commissioner Strong introduced the idea of changing the existing LDR land use designation to EDR (Estate Density Residential) to match the existing EDR designation on the west side of Grand Avenue primarily because the east side parcels are larger lots (some developed as estate lots, some vacant). The EDR designation is also one of the city's rural land use designations allowing for the same rural residential uses as LDR with the exception that the minimum lot size is 2 acres with a density of 1 unit per 2 acres instead of 2 units/acre. Upon conclusion of the discussion and public feedback (which was varied), the Commission voted unanimously to recommend City Council accept the EDR land use designation for the east side of Grand Avenue.
Staff brought the Commission's recommendation to the City Council for discussion at their July 18, 2023 study session on the final draft land use plan. The Council, after public feedback (which was varied) and discussion, concurred with the Commission's recommendation and directed staff to revise the final draft land use plan to show the EDR designation for this area.

Most recently on March 20, 2024, the City Council held a 2nd study session to discuss the General Plan update and various other topics, including a revisit of the Grand Avenue land use change. The Council took public feedback on this issue which was varied depending on what side of Grand Avenue the speaker resided. Some expressed a desire to maintain the existing LDR designation (existing since incorporation) and others desiring have the EDR designation. After deliberating and considering public feedback, Council chose to keep the EDR designation so staff could finalize the DEIR and GP document for public distribution and comment.

Council also directed staff, at this meeting, to look into possible alternative ideas, such as "split-zoning" or establishing a "special policy statement/vision" for this small geographic area. Staff created a "*draft*" version of a statement and standards (refer to Attachment B), but its only preliminary and has not been fully vetted for practicality. The east side of Grand Avenue to Murietta Creek has a number of physical/environmental constraints such as flood plain

issues (a portion of each lot is in the flood plain), sewer and water improvements, topography, etc. If this is something the Council still wants Staff to pursue, we recommend this effort be identified as a "future agenda item" so we could better analyze the issues and constraints and even prepare specific scope and budget for this effort. With public hearings on the DEIR and General Plan document set for August 2024, there is not adequate time and it would significantly delay the adoption of the General Plan update.

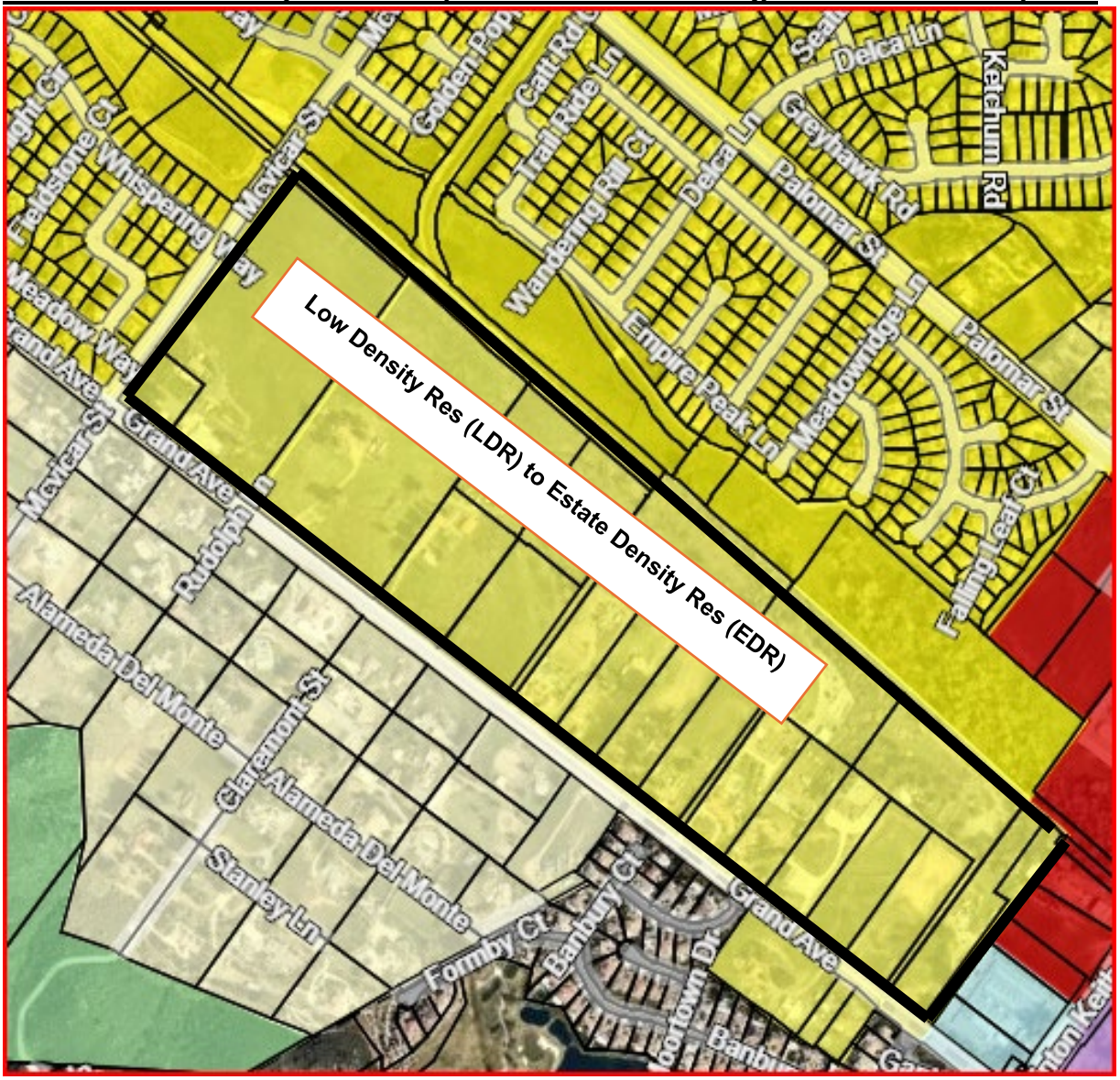
Following the March 20th Council study session, staff reached out to the east side property owners directly affected by the land use change rom LDR to EDR. Based on these conversations and meetings, most of the property owner expressed a desire to maintain the existing LDR land use designation versus the EDR land use designation. Two property owners staff spoke with did not have a preference. Staff also heard from several property owners residing on the west side of Grand Avenue who voiced their desire that the properties on east side of Grand Avenue should have the same EDR designation rather than the existing LDR designation.

From this outreach, the Planning Commission held a final study session on June 26, 2024 to discuss the Development Code update approach (well received with little comments) and the Grand Avenue east side land use change. Please refer to the summary section of the staff report for this discussion and the recommendation section for staff's final recommendations on this matter before the adoption hearings in August 2024.

Public Comments:
Staff has received several public comment letters over the last month or so regarding the Grand Avenue land use change. Please refer to Attachments F and G for reference. Attachment G is a separate Pdf as this letter is locked and could not be grouped with the letters in Attachment F. Staff also mailed a meeting notice regarding the July 10, 2024 Council meeting to the property owners on the east side and west side of Grand Avenue (same process as the June 26, 2024 PC study session).

ATTACHMENTS:
Attach A - Grand Ave East Side Land Use Exhibit.pdf
Attach B - Draft Grand Avenue East Side Policy Doc.pdf
Attach C - Grand Ave Disc ppt.pdf
Attach D - NOPM-Residents-CC Mtg [7-10-24].pdf
Attach E - PC Study Session Rpt for reference [6-26-24].pdf
Attach F - Grand Ave Land Use Change Comment Letters.pdf
Attach G - Judy Richey Grand Ave Comment Letter.pdf

Grand Avenue Policy Area - Proposed Land Use Change - General Plan Update



Greyhawk Rd
Palomar St
Rolling Brook Ln
Meadowridge Ln
Oak Hollow Ct
Shadow Canyon Trl
Windsong Rd
Grand Ave
Rudolph
Alameda Del Monte
Claremont St
Stanley Ln
Formby Ct
Banbury Ct
Lindrick Ct
Clinton Keith Rd

DRAFT - Grand Avenue Neighborhood Land Use Policy Statement

The Grand Avenue neighborhood policy area is located on the east side of Grand Avenue bounded by McVicar Street on the north, Murrieta Creek on the east and the northerly property line of the Tenaja SCE substation on the south (refer to map exhibit below).

- Gen. Plan Land Use Designation: Low Density Res (LDR) or Estate Density Res (EDR)
- Zoning Designation: Rural Residential (R-R) – Existing to remain
- Neighborhood Area Acreage: 98.7 acres +/- (

Policy Statement:

The properties falling within the boundary area noted above are subject to a "special design consideration" regarding future single family residential (SFR) development of this neighborhood boundary area. Due to the current topography, Murrieta Creek flood plain constraints, and other constraints (to be determined by technical studies during entitlement process), development opportunities beyond a single house on a single lot, may utilize a "clustered design concept" as part of a future subdivision map provided the property owner or applicant/subdivider prepares a specific "lot yield study" to be submitted to the city concurrently with a subdivision application for approval by the Planning Commission.

Each property (or a combination of properties assembled) is allowed a maximum number of lots (i.e., total lot yield) based on the adopted land use designation (LDR or EDR). The design of the subdivision layout is subject to the following general design standards:

Lots fronting on the East Side of Grand Avenue (facing west):

- minimum lot size: 2 acres gross (measured to centerline of the street).
- minimum lot width: 350 feet +/- (or matching lot width as lots fronting on west side of Grand Avenue).
- minimum lot depth: 249 feet +/- (or matching lot depth as lots fronting on west side of Grand Avenue).
- each subdivision development is only allowed one (1) public or private street from Grand Avenue leading into the interior of the site to provide ingress and egress for the lots in the rear of the property.
- Minor deviations for existing parcels three (3) acres or less in size from the above standards may be allowed on a case by case basis only if supported by technical studies and approved by the Planning Commission

Lots located behind the Grand Avenue lots:

- lot design: "clustering" is allowed subject to the following minimum standards:
  - minimum lot size: 14,000 square feet gross (measure to centerline of interior street).
  - minimum lot width: 100 feet +/-
  - minimum lot depth: 140 feet +/-
  - each SFR development proposal is only allowed one (1) public/private street for ingress & egress off Grand Avenue leading into the interior of the site.
- Minor deviations for existing parcels three (3) acres or less in size from the above standards may be allowed on a case by case basis only if supported by technical studies and approved by the Planning Commission

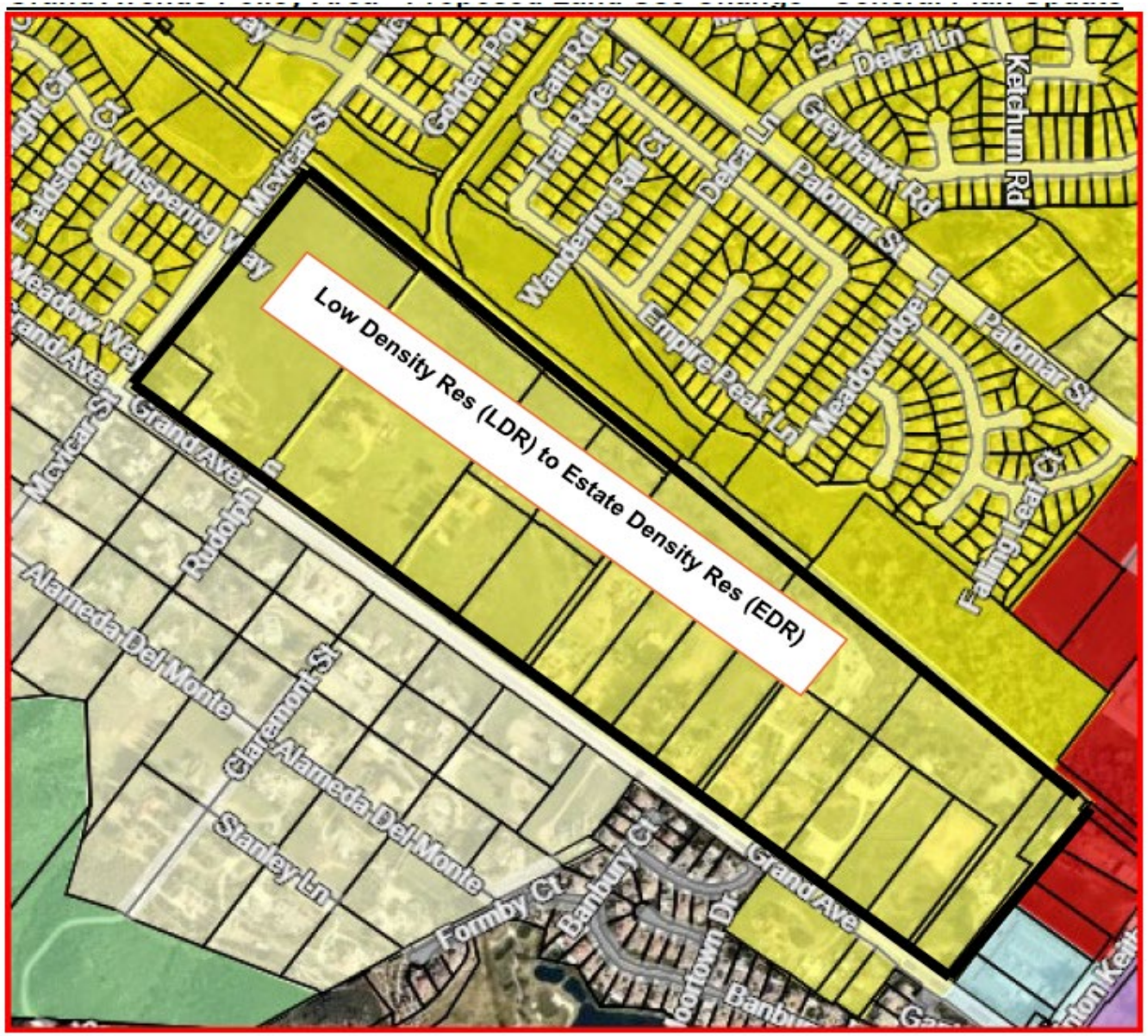
Future by Design

ENVISION WILDOMAR 2040

City Council Meeting

July 10, 2024

Grand Avenue Land Use Discussion



Grand Avenue Land Use Discussion

Background:

- The recommendation to change the land use on the east side of Grand Ave. from the existing LDR (Low Density Res, ½ acre lots) designation to the EDR (Estate Density Res, 2-acre lots) designation was brought forward by the Commission during the May 24, 2023 study session.
- The Commission's recommendation was presented to the City Council during a study session held on July 18, 2023, at which time after public comment, the Council chose to accept the Commission's recommendation of EDR.
- Based on this direction, staff pressed forward with the final GP goals & policies, land use map and Draft EIR work.
- One final City Council study session was held on March 20, 2024 at which time the Council discussed the EDR land use designation as well as several new Development Code ideas.
- The public feedback was varied....some wanting the EDR designation and some wanting the LDR designation.
- In the end, Council chose to keep the EDR designation, but asked Staff to consider split-zoning ideas that might balance future development of this area.

Grand Avenue Land Use Discussion

"Grand Avenue Neighborhood Land Use Policy Statement"

- To address Council's direction to help preserve the rural character of this corridor while facilitating potential development of "smaller lots" (i.e., 1/3-acre lots) in the rear of properties, staff has drafted a "preliminary policy statement" & created a few development standards.
- Summary of this is as follows:
  - properties within the boundary area are allowed "special design considerations."
  - due to the current topography, flood plain issues, and other constraints (not yet determined), future development opportunities beyond a single house on a single lot, may utilize a "clustered design concept."
    - To be supported by a specific "lot yield study" as part of a tract map proposal.
  - total lot yield would be based on the adopted land use designation (LDR or EDR).
- Development of the tract would be subject to the following Preliminary Standards (next page)

Grand Avenue Land Use Discussion

Lots fronting on the East Side of Grand Avenue (facing west):

- 2-acre minimum lot size fronting Grand Avenue
- minimum lot width: 350 feet +/- (match lot width on west side)
- minimum lot depth: 249 feet +/- (match lot width on west side)
- One (1) public or private street extending from Grand Avenue leading into the interior of the site.
- Minor deviations for existing parcels 3 acres or less in size can be permitted n a case-by-case basis only if supported by technical studies and approved by the Planning Commission.

Grand Avenue Land Use Discussion

Lots located behind the Grand Avenue lots:

- "clustering" is allowed subject to the following minimum standards:
  - minimum lot size: 14,000 square feet gross (1/3 acre +/-)
  - minimum lot width: 100 feet +/-
  - minimum lot depth: 140 feet +/-
  - One (1) public or private street extending from Grand Avenue leading into the interior of the site.
  - Minor deviations for existing parcels three (3) acres or less in size from the above standards may be allowed on a case-by-case basis only if supported by technical studies and approved by the Planning Commission.

- The above standards are preliminary and would require a special overlay study in order to verify that these standards can be implemented.

- This study would occur sometime in 2025 pending Council approval of a scope and budget to perform the work.

Grand Avenue Land Use Discussion

PC Recommendation from June 26, 2024 Study Session:

The Planning Commission voted 3 – 0 (Strong recused / Bernard absent) to keep the GP Land Use designation of Estate Density Residential (EDR) as presently shown on the draft General Plan Land Use Map.

City Council Options for Tonight:

Staff recommends the City Council take the following actions:

1) Receive Staff's Presentation;
2) Take Public Comments; and
3) Discuss the Grand Avenue East Side Land Use Change and decide on one of the following final actions:

   a) keep the existing GP Land Use designation of Low Density Residential (LDR) for this specific area; or

   b) accept the Planning Commission's recommendation of Estate Density Residential (EDR) for this specific area.

City Council Meeting: Notice is hereby given that the City Council will consider the Planning Commission's recommendation regarding the "Grand Avenue East Side Land Use Area" as described below on **Wednesday, July 10, 2024** beginning at 6:00 PM in the Wildomar City Council Chambers located at 23873 Clinton Keith Road, Suite #105/106, Wildomar, CA 92595.

Project Case Type(s) and Number(s): Wildomar General Plan Update (GPA No. 2024-01)

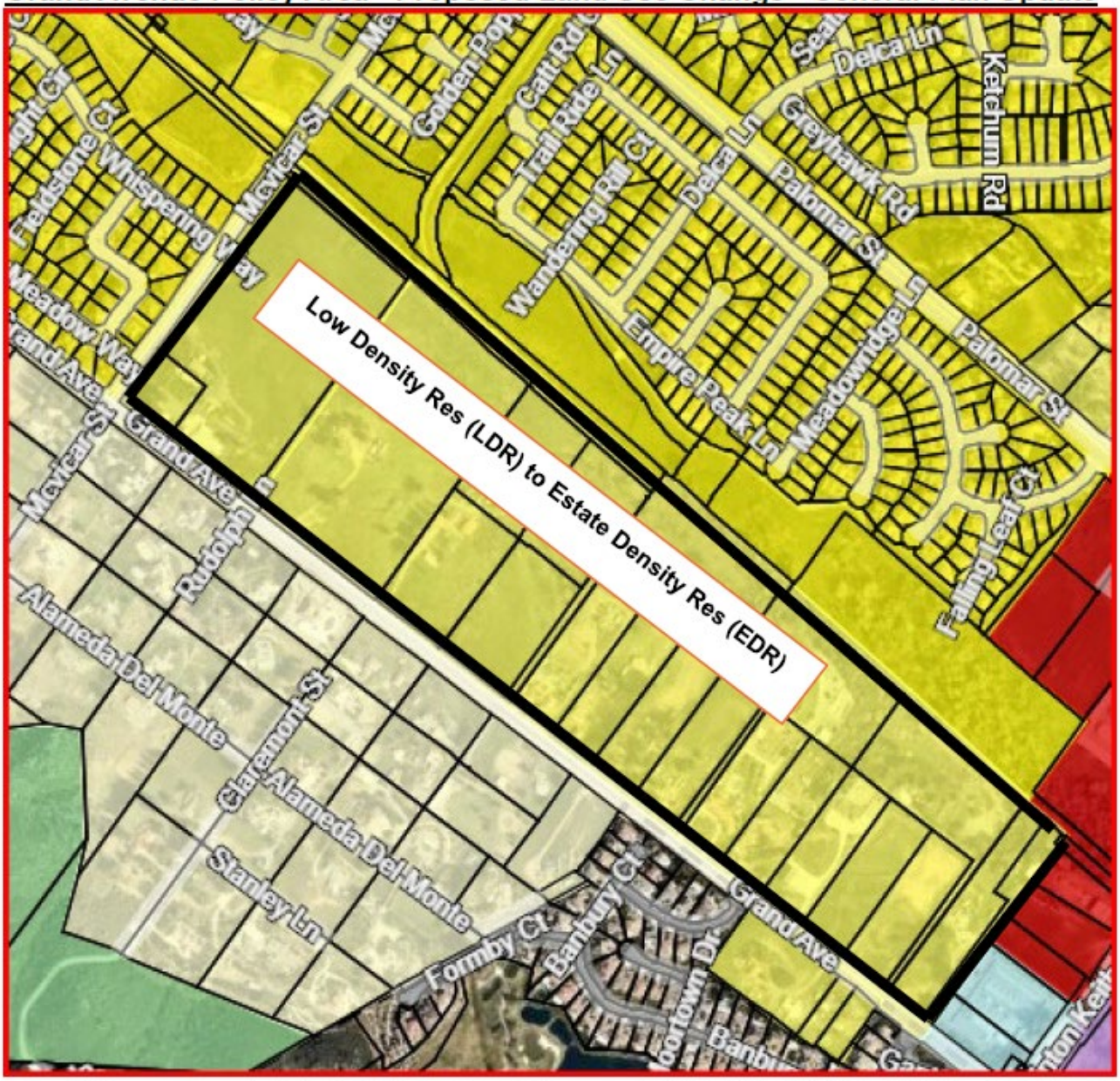
Applicant's Name/Address: City of Wildomar Planning Division, 23873 Clinton Keith Road, Suite #110

Description: The City Council will be discussing the Planning Commission's recommendation from their recent June 26, 2024 study session to change the existing Low Density Residential (LDR) land use designation to the Estate Density Residential (EDR) land use designation for the area known as "Grand Avenue East Side Policy Area" (refer to exhibit below). The City Council will discuss and take public comments regarding the general plan land use designation for this specific area and will provide final direction to staff.

Any person may submit written comments to the City Council before the July 10, 2024 meeting, or may appear in person and be heard in support of, or opposition to, the proposed agenda item during the meeting. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondences delivered to the City Clerk at, or prior to, the meeting. The July 10, 2024 City Council meeting agenda packet may be viewed online once it has been posted by the City Clerk https://www.cityofwildomar.org/cms/one.aspx?pageId=18045837. If you have questions concerning this notice, you may contact Mathew Bassi, Community Development Director at (951) 677-7751, Ext. 213 or via email at mbassi@cityofwildomar.org

Mailed to Residents: June 24, 2024

Grand Avenue Policy Area - Proposed Land Use Change - General Plan Update



CITY OF WILDOMAR
PC - SPECIAL MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: June 26, 2024

SUBJECT: Wildomar Development Code Update and East-Side Grand Avenue Policy Overlay Area Discussion - PC Study Session:

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Staff recommends the Planning Commission take the following actions:

1. Receive Staff/Consultant presentation on the Wildomar Development Code update and discuss/provide feedback/ideas to Staff; and

2. Discuss the "East-Side Grand Avenue Policy Overlay Area" and recommend to the City Council one of the following actions:

a) Keep the GP Land Use designation of Estate Density Residential (EDR) as presently recommended; or

b) Revert the GP Land Use designation back to Low Density Residential (LDR); or

c) Adopt the "East-Side Grand Avenue Policy Overlay Area" language for the final General Plan Document.

PROJECT DESCRIPTION:

Wildomar Development Code Update:

General Overview and Background
The Development (zoning) Code is the most important tool for implementing the General Plan. As with the General Plan, the City adopted the Riverside County regulations at the time of incorporation. As part of the update, we are also providing a comprehensive update to the development code.

A Development Code is comprised of two main components: Land Uses and Procedures.

Land Uses. The land use table includes uses that are recognizable to most property owners. Divided into allowable and conditional uses, the new code has tables rather than extensive text. The land uses allowed closely match the new General Plan, partially because they must be consistent, and partially because through the General Plan Update process there was a goal to ensure that existing neighborhoods were protected. Five new zoning districts: Mixed Use Low, Mixed Use High, Residential Mountainous, Public Facilities, and Open Space were

created to match similar land use designations in the General Plan. Numerous other zone districts were either combined into a single district, or eliminated as they don't pertain to Wildomar. Remember the existing code was intended to regulate an entire county.

Procedures. In addition to simplifying the zone districts, the procedures for reviewing projects have been streamlined. Ministerial projects will largely be approved at the staff level following objective design standards and the development code. Most projects that require discretion also trigger CEQA and would likely be reviewed by the Commission or Council.
In addition to these sections, the definitions were consolidated into a single section and referenced by the rest of the development code. This makes them easy to find and update as needed. While seemingly mundane, many disagreements over interpretation hinge on definitions. Making things clear and easy to understand helps the property owner, staff and ultimately the Commission when projects come before you.

In addition to these sections, the definitions were consolidated into a single section and referenced by the rest of the development code. This makes them easy to find and update as needed. While seemingly mundane, many disagreements over interpretation hinge on definitions. Making definitions clear and easy to understand helps the property owner, staff and ultimately the Commission/Council when projects come before you for consideration.

Workshop Goal
The goal of this workshop is to give an overview of the main approach to the Development Code update and to discuss items with the Commission and public. Ultimately the Commission will receive the entire code (it is currently under review by the City Attorney's Office) and it will be posted online for public review. Following review, the new Development Code is expected after approval of the General Plan.

Next Steps
Based on input and direction from the Planning Commission at tonight's meeting, City staff and the project team will complete work on the draft Development Code to get it ready for public review. It is our intention to release the draft Development Code for public review in late summer 2024. Following the public review, public hearings on the draft Development Code and Consistency Zone Changes will be schedules for Commission and Council review in October/November 2024.

PROJECT ANALYSIS:

East Side Grand Avenue Policy Overlay Area Discussion:

Background:
The Grand Avenue land use recommendation was brought forward by the Commission during the May 24, 2023 study session. At this meeting, staff presented the final draft land use map for Commission discussion and consideration. Staff's recommendation on the final draft land use plan was to maintain (since incorporation in 2008) the existing Low Density Residential (LDR) land use designation for east side of Grand Avenue extending from McVicar Street south to the SCE substation and east from Grand Avenue to Murrieta Creek (Attachment C, Aerial Exhibit). The LDR land use designation is one of the city's rural land use designations allowing for rural residential uses on an existing parcel or as part of a new residential subdivision with half-acre (1/2) minimum lot sizes set a density of 2 units per acre.

During Commission discussion of the final draft land use plan, Commissioner Strong introduced the idea of changing the existing LDR land use designation to EDR (Estate Density Residential) to match the existing EDR designation on the west side of Grand Avenue primarily because the east side parcels are larger lots (some developed as estate lots, some vacant). The EDR designation is also one of the city's rural land use designations allowing for the same rural residential uses as LDR with the exception that the minimum lot size is 2 acres with a density of 1 unit per 2 acres instead of 2 units/acre. Upon conclusion of the discussion and public feedback (which was varied), the Commission voted unanimously to recommend City Council accept the EDR land use designation for the east side of Grand Avenue.

Staff brought the Commission's recommendation to the City Council for discussion at their July 18, 2023 study session on the final draft land use plan. The Council, after public feedback (which was varied) and discussion, concurred with the Commission's recommendation and directed staff to revise the final draft land use plan to show the EDR designation for this area.

Most recently on March 20, 2024, the City Council held a 2nd study session to discuss the General Plan update and various other topics, including the Grand Avenue land use change. The Council took public feedback from several members of the public and several property owners with parcels on the east side of Grand Avenue. The feedback and input on this issue was varied with some wanting to maintain the existing LDR designation and others wanting the keep the EDR designation that was recommended at the previous study sessions noted above. After deliberating and considering public feedback, Council chose to keep the EDR designation, but directed staff to look into possible alternatives, such as "split-zoning" or establishing a "special policy statement/vision" for this small geographic area. The reason being that a different approach/alternative to just the EDR designation (at 1 unit per 2 acres density) for this area could result in a blend of different sized lots along the Grand Avenue frontage (matching the west side) and allowing smaller lots (i.e., 1/3 acre sized lots) in the rear of the property. This approach could work given the physical/environmental constraints related to the Murietta Creek flood plain (a portion of each lot is in the flood plain), sewer and water improvements, topography, etc.

Discussion:

Following the March 20th Council study session, staff met with (or spoke with via phone) several east side property owners directly effected by the land use change from LDR to EDR. Based on these conversations, each property owner expressed a deep desire to maintain the existing LDR land use designation versus the EDR land use designation. Most were also open to a hybrid approach if the EDR designation was to be formally adopted by the City Council. Staff has also heard and understands that property owners on the west side of Grand Avenue who have voiced their opinions either directly to staff, or at the March 20 study session, would prefer the EDR designation over the existing LDR designation.

Staff has created a preliminary version of a "Grand Avenue Neighborhood Land Use Policy Statement" for Commission consideration. It is important to note that this exhibit and the statements and standards therein are very preliminary and have not been studied in detail (i.e., no engineering design work) given the time constraints with our public hearings for the General Plan update and EIR scheduled for August 7, and August 28, 2024. If the concepts of this alternative are supported by Planning Commission and City Council, or some other variation, staff would recommend that any final decision on the idea be delayed and reviewed under a "future study plan" post General Plan update and EIR approval.

The following is a short summary of the Grand Avenue policy area statement and design standards for Commission consideration and direction. Please refer to Attachment D for more detail.

Policy Statement:
The Grand Avenue neighborhood policy area is located on the east side of Grand Avenue bounded by McVicar Street on the north, Murrieta Creek on the east and the northerly property line of the Tenaja SCE substation on the south (refer to map exhibit below).

The properties falling within the boundary area noted above are subject to a "special design consideration" regarding future single family residential (SFR) development of this neighborhood boundary area. Due to the current topography, Murrieta Creek flood plain constraints, and other constraints (to be determined by technical studies during entitlement process), development opportunities beyond a single house on a single lot, may utilize a "clustered design concept" as part of a future subdivision map provided the property owner or applicant/subdivider prepares a specific "lot yield study" to be submitted to the city concurrently with a subdivision application for approval by the Planning Commission.

Each property (or a combination of properties assembled) is allowed a maximum number of lots (i.e., total lot yield) based on the adopted land use designation (LDR or EDR). The design of the subdivision layout is subject to the following general design standards:

Lots fronting on the East Side of Grand Avenue (facing west):

- minimum lot size: 2 acres gross (measured to centerline of the street).
- minimum lot width: 350 feet +/- (or matching lot width as lots fronting on west side of Grand Avenue).
- minimum lot depth: 249 feet +/- (or matching lot depth as lots fronting on west side of Grand Avenue).
- each subdivision development is only allowed one (1) public or private street from Grand Avenue leading into the interior of the site to provide ingress and egress for the lots in the rear of the property.
- Minor deviations for existing parcels three (3) acres or less in size from the above standards may be allowed on a case by case basis only if supported by technical studies and approved by the Planning Commission

Lots located behind the Grand Avenue lots:

- lot design: "clustering" is allowed subject to the following minimum standards:
- minimum lot size: 14,000 square feet gross (measure to centerline of interior street).
- minimum lot width: 100 feet +/-
- minimum lot depth: 140 feet +/-
- each SFR development proposal is only allowed one (1) public/private street for ingress & egress off Grand Avenue leading into the interior of the site.
- Minor deviations for existing parcels three (3) acres or less in size from the above standards may be allowed on a case by case basis only if supported by technical studies and approved by the Planning Commission.

Staff is recommending the Planning Commission make one of three recommendations as listed in the "Recommendation Section."

Future by Design

ENVISION WILDOMAR 2040

Planning Commission

Development Code Study Session

June 26, 2024

Agenda

1. Introduction
2. Approach to Development Code
3. Overview of Amendments by Article
4. New Zone Districts
5. Zoning Map Revisions
6. Next Steps

Approach to Development Code

Overarching Goals

- **Change only what is necessary**
  - Change in zoning names to reflect the General Plan.
  - Even with name change, keep the underlying zoning standard(s).
- **Clarify**
  - Explain in text and/or Graphics key points in the regulation.
  - Use tables rather than text-lists for uses.
- **Provide the intent**
  - Intent statements will help the City in reviewing projects not yet envisioned.
  - Allow for, and document, interpretations of the development code.
- **Procedures**
  - Clarify what permits are approved at what level.

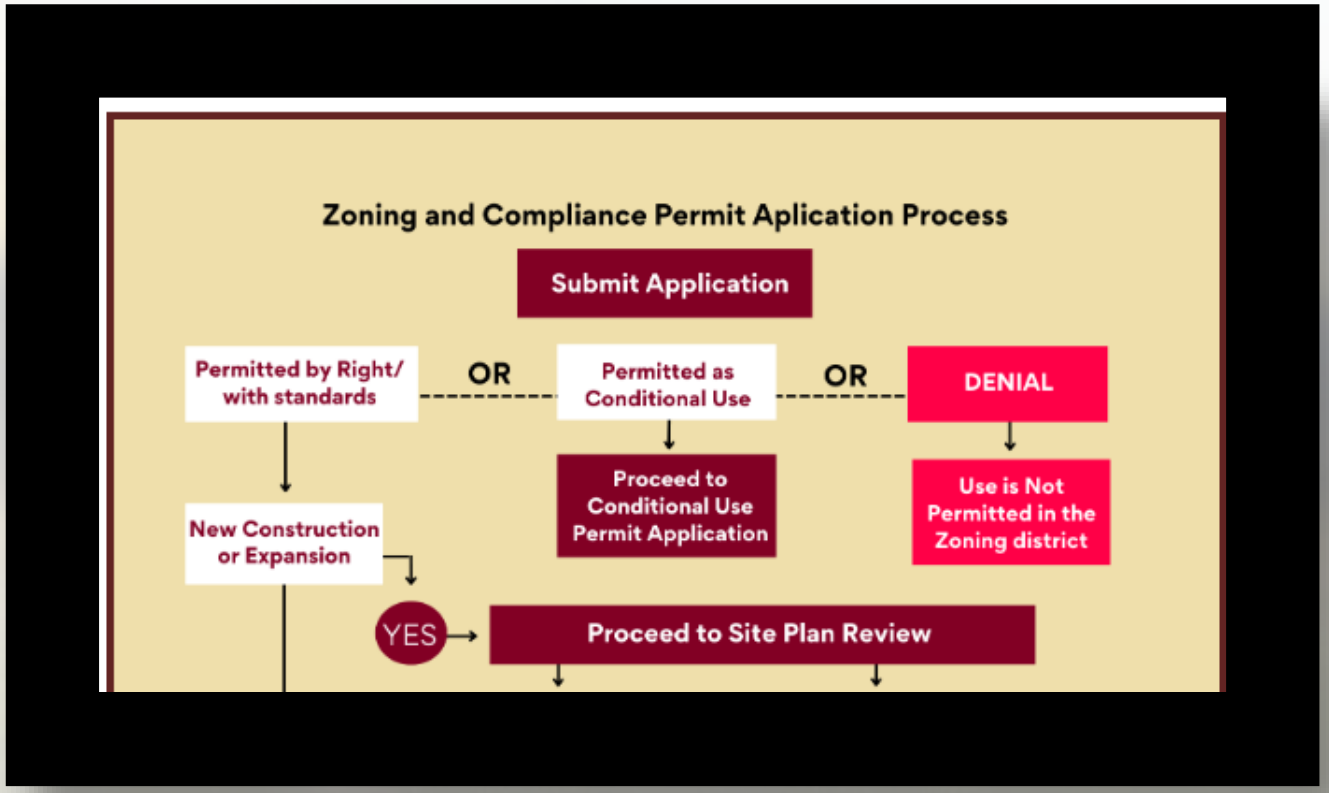
THE DEVELOPMENT CODE

- **Focus on Wildomar**
  - Eliminates countywide range.
  - Clarifies land uses and densities.
- **Implements the General Plan**
  - Reflects revised land use designations.
  - Clarifies land uses and densities.
- **Adds New Zone Districts**
  - Open Space
  - Mixed Use Low/Mixed Use High
- **Procedures**
  - Streamlines approval process

OVERVIEW OF AMENDMENTS BY ARTICLE

Article 1: General Provisions

- Minimal revisions to section on legal non-confirming structures and uses.
- Rezoning of parcels to be in complete conformance with the General Plan Land Use Designation.



Article 2: Zoning and Allowable Land Uses

- Streamlined the number of zones from 37 to 14 for ease of reference and accessibility.
- The City now features 3 rural zones, 5 residential zones, 2 commercial zones, 2 mixed-use zones, one (1) industrial zone, and one (1) open space zone.
- Removed minimum site area requirement for dwelling unit requirements in the R-2 and R-T zones.

Table 17.05.020-1 Zoning and Implementing General Plan Land Use Designations

Zone Name		Implementing General Plan Land Use Designation	
R-M	Residential Mountainous	RM	Rural Mountainous
R-A	Residential Agricultural	LLR	Large Lot Residential
R-R	Rural Residential	EDR, VLDR, LDR	Estate Density Residential Very Low Density Residential Low Density Residential
R-1	Residential Low	MDR	Medium Density Residential
R-2	Residential Medium	MHDR HDR	Medium High Density Residential High Density Residential
R-3	Residential Medium High	VHDR	Very High Density Residential
R-4	Residential High	HHDR	Highest Density Residential
R-T	Mobilehome Subdivisions and Mobilehome Park	Any residential designation	
C-G	Commercial General	CO CR	Commercial General Commercial Highway
C-H	Commercial Highway	CO CR	Commercial General Commercial Highway
M-I	Manufacturing/Industrial	BP, LI	Business Park or Light Industrial
O-S	Open Area Combining Zone	OS-R OS-CH	Open Space Recreation Open Space Conservation Habitat
MUL	Mixed Use Low	MUL	Mixed Use Low
MUH	Mixed Use High	MUH	Mixed Use High

Article 3: Land Use Permits and Procedures

- Simplified the approval process.
- Included a table summarizing the approval authority for different approval types.
- Consolidated all procedures, including appeals, into a single Article.

Table 17.24.110- 1: Designated Authority for Approval

Approval Type (Chapter)	Type of Action	Designated Authority		
		Community Development Director	Planning Commission	City Council
Accessory Dwelling Unit Permit	Ministerial	A		
Conditional Use Permit	Discretionary	R	A	
Development Agreement	Legislative	R	R	A
Development Review, Minor	Ministerial	A		
Development Review, Major	Discretionary	R	A	
Finding of Public Convenience and Necessity	Discretionary	R	A	
General Plan Amendment	Legislative	R	R	A
Home Occupation Permit	Ministerial	A		
Home-Based Business	Discretionary	A		
Large Family Daycare Permit	Ministerial	A		
Minor Exception	Discretionary	A		
Official Code Interpretation	Discretionary	A		
Planned Development	Discretionary	R	R	A
Reasonable Accommodation	Discretionary	A		
Sign Permit	Ministerial	A		
Similar Use Determination	Discretionary	A		
Specific Plan	Legislative	R	R	A
Substantial Conformance Determination	Discretionary	A		
Temporary Use Permit	Discretionary	A		
Variance	Discretionary	A	R	A

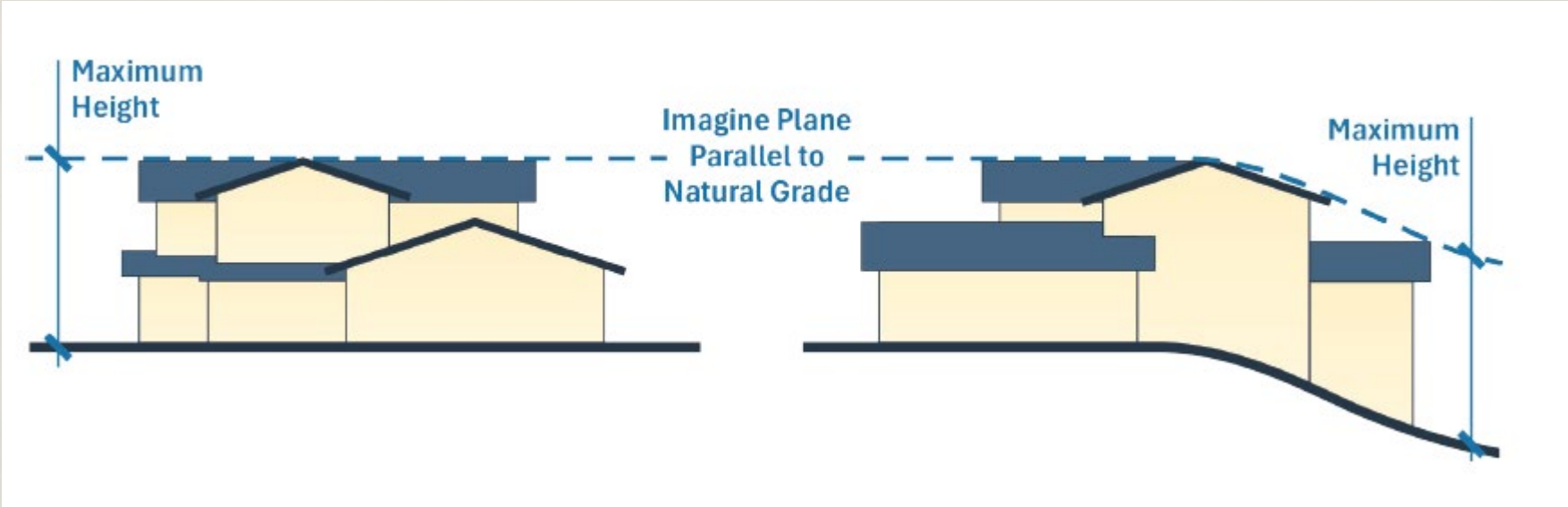
Article 3: Land Use Permits and Procedures (Continued)

- Summarizes Approval Timelines.
- Clarifies when extension must go to the Commission.

Table 17.24.130-1 Permit Timelines, Expiration, and Extensions					
Type of Approval	Initial Time	Extension Time	Total Time	Number of Extensions	Extension Approval Authority
Ministerial	N/A	N/A	3 years	N/A	Community Development Director
Discretionary	3 years	6 years	9 years	3	Planning Commission
Development Review, Minor	3 years	6 years	9 years	3	Community Development Director
Development Review, Major	3 years	6 years	9 years	3	Planning Commission
Conditional Use Permit	3 years	6 years	9 years	3	Planning Commission
Variance	3 years	6 years	9 years	3	Planning Commission

Article 4: Site Development Regulations and Performance Standards

- Added recreational vehicle provisions.
- Revised/clarified sign standards.
- Revised density bonus regulations to comply with State Law.
- Revised development standards for nonresidential accessory structures.
- Added cluster development subdivision regulations.



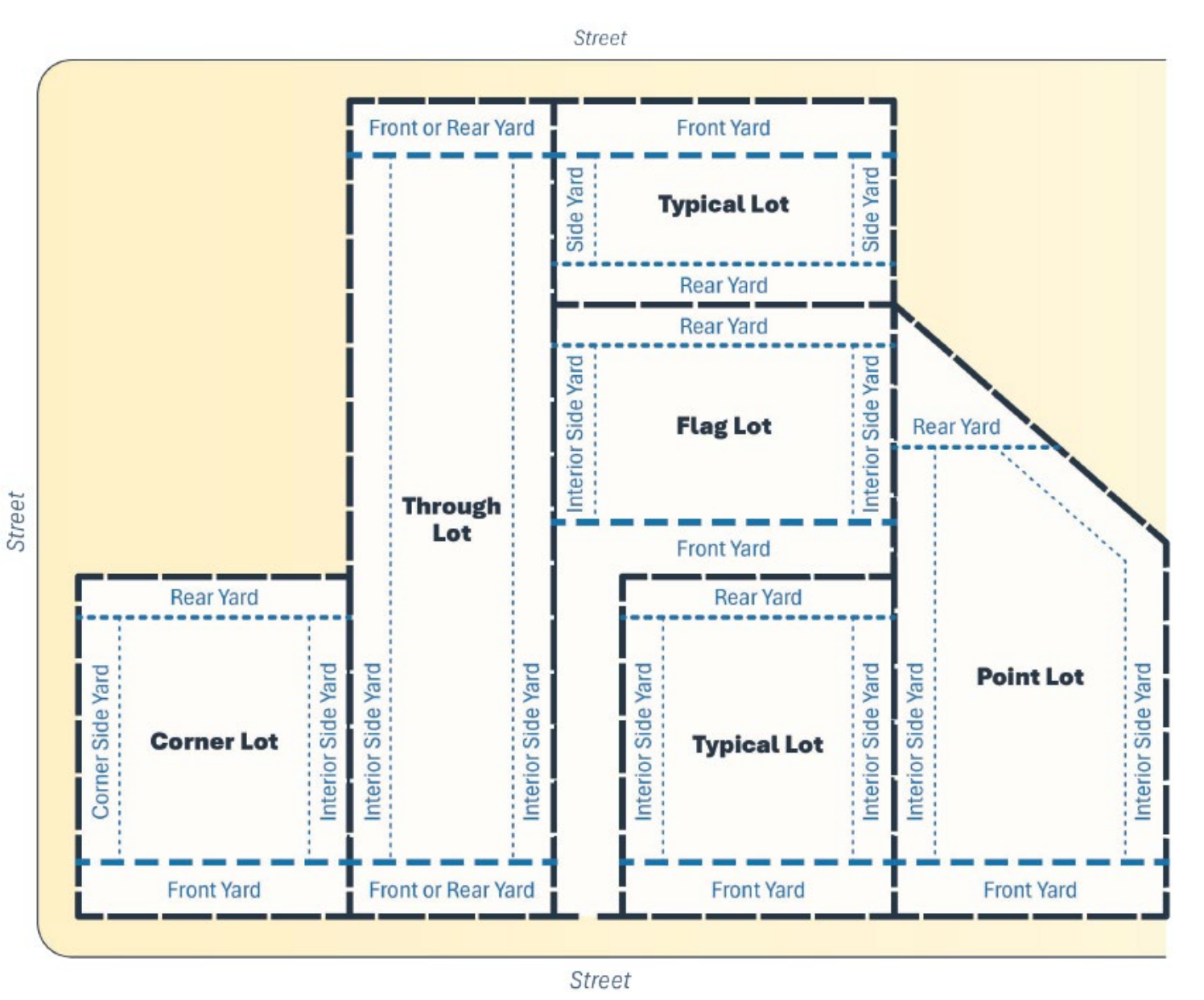
Article 5: Standards Related to Specific Uses

- Added standards for residential beekeeping, stables/boarding of large animals, aviaries, & aquaculture
- Removed commercial fertilizer operations.
- Updated cannabis regulations to align with State law requirements.
- Added standards for licensed residential care facilities, employee housing, emergency shelters, and transitional and supportive housing consistent with State law.
- Added home occupation standards & standards for short-term rentals.
- Added standards for RV & Boat storage uses in Commercial zones.

Table 17.07.020- 1: Residential Zones - Allowed Uses and Approval Requirements						
Allowed Use	R-1	R-2	R-3	R-4	R-T	Additional Requirements
Agricultural Uses						
Animal Keeping, Noncommercial	--	P	--	--	--	Chapter xx
Animal Keeping, Poultry	P	P	P	P	--	Chapter xx
Animal Keeping, Small	--	P	P	P	--	Chapter xx
Field crops, propagation, and culture purposes	P	P	P	--	--	Chapter xx
Kennels and Catteries	P	P	P	--	P	Chapter xx

Article 6: Definitions

- Consolidated definitions from multiple/individual sections into one section.
- Removed all 'regulations' from the definitions.



NEW ZONE DISTRICTS

New Zone Districts

Open Space (OS)

- Replaces the Natural Asset Zone
- Allows for the conservation of open space and some recreational uses.

Mixed Use Low (MUL)

- Mixed Use Low (MUL) Zone. Provides for neighborhood-serving goods and commercial services and/or multifamily residential in a mixed-use format (vertical or horizontal).

Mixed Use High (MUH

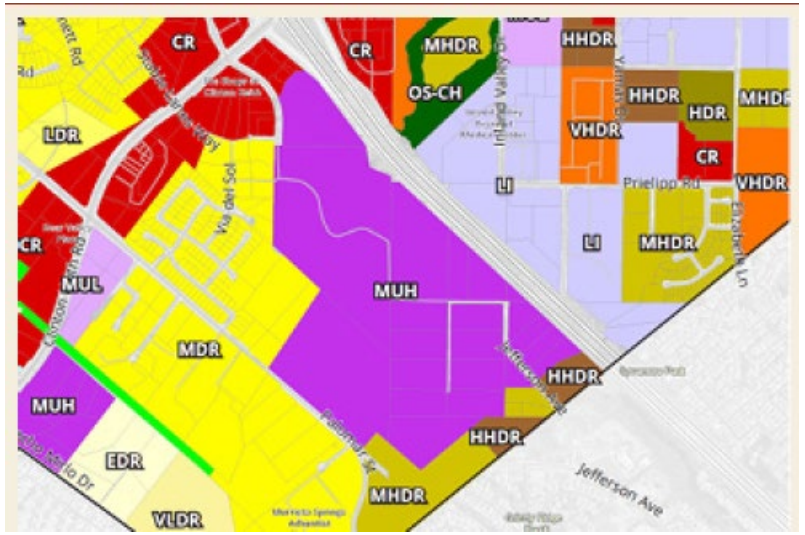
- Provides for larger-sized properties to be developed with a mix of uses that may include buildings developed for single use (such as retail, office, restaurant, and housing) and/or structures that integrate multiple uses vertically (such as housing above ground level retail).

Residential Mountainous (RM)

- Allows for clustering of residential uses. Minimum lot size of 10 acres.

Public Facilities (PF)

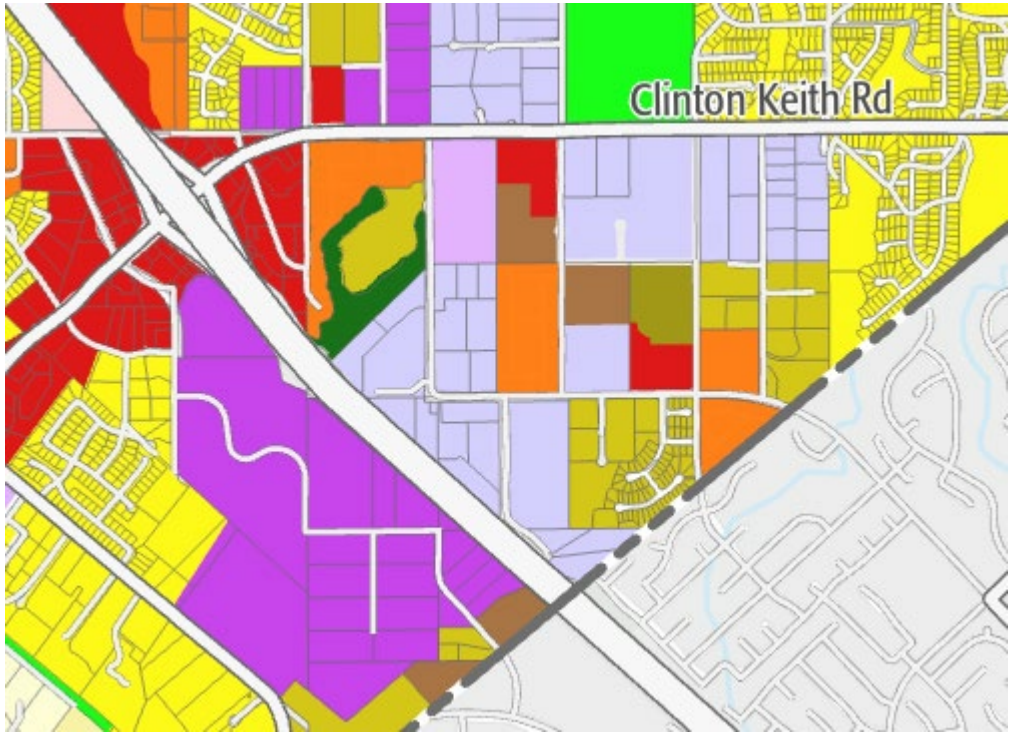
- Allows for civic uses such as City administrative buildings and schools.



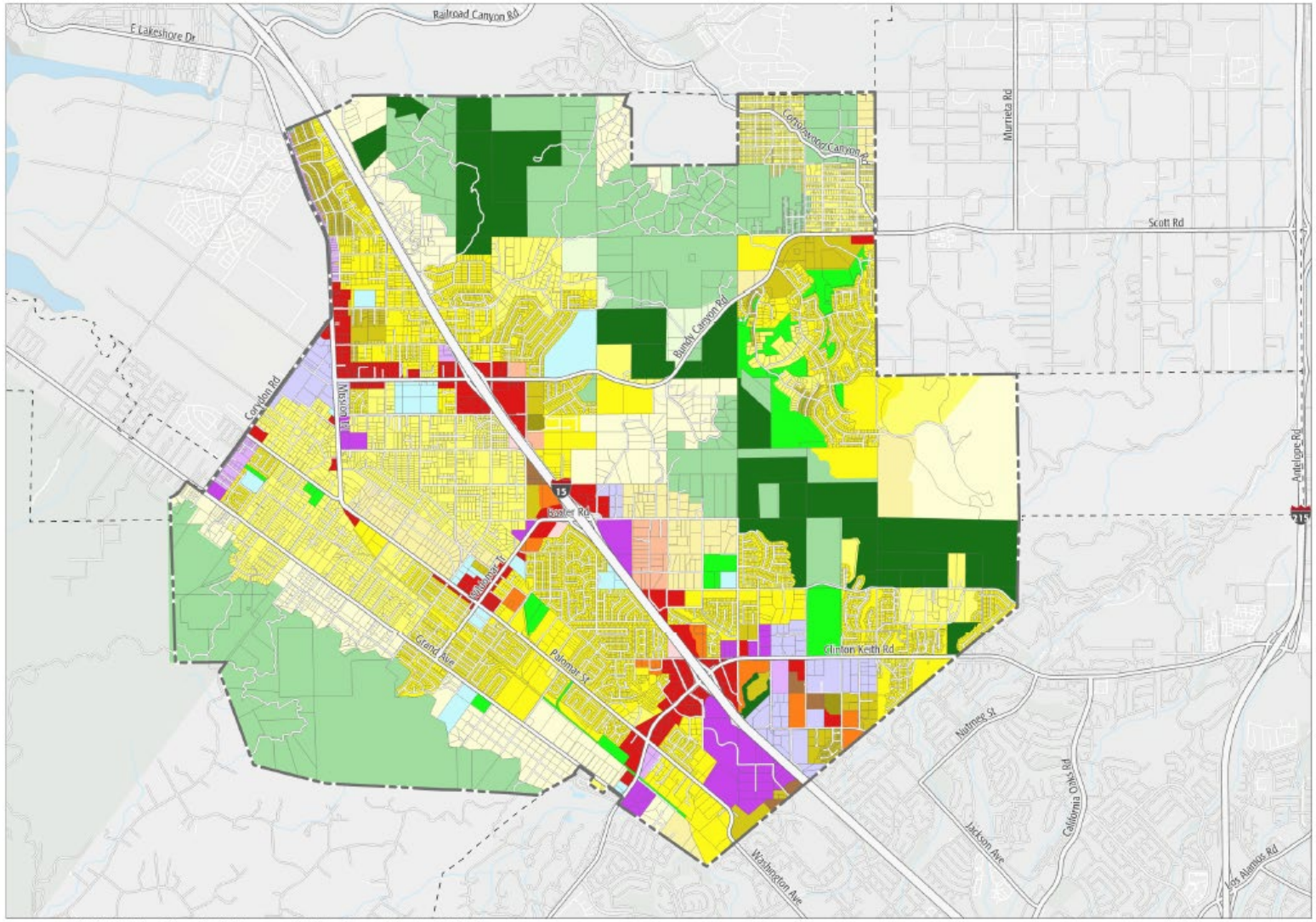
Manufacturing/Industrial Zone

1. All former industrial zones have been consolidated into a single zone, the Manufacturing/Industrial (M-I) zone.

2. The M-I zone allows for commercial/service uses, hybrid commercial/industrial “maker spaces,” research and development, storage, automotive, and traditional industrial uses.

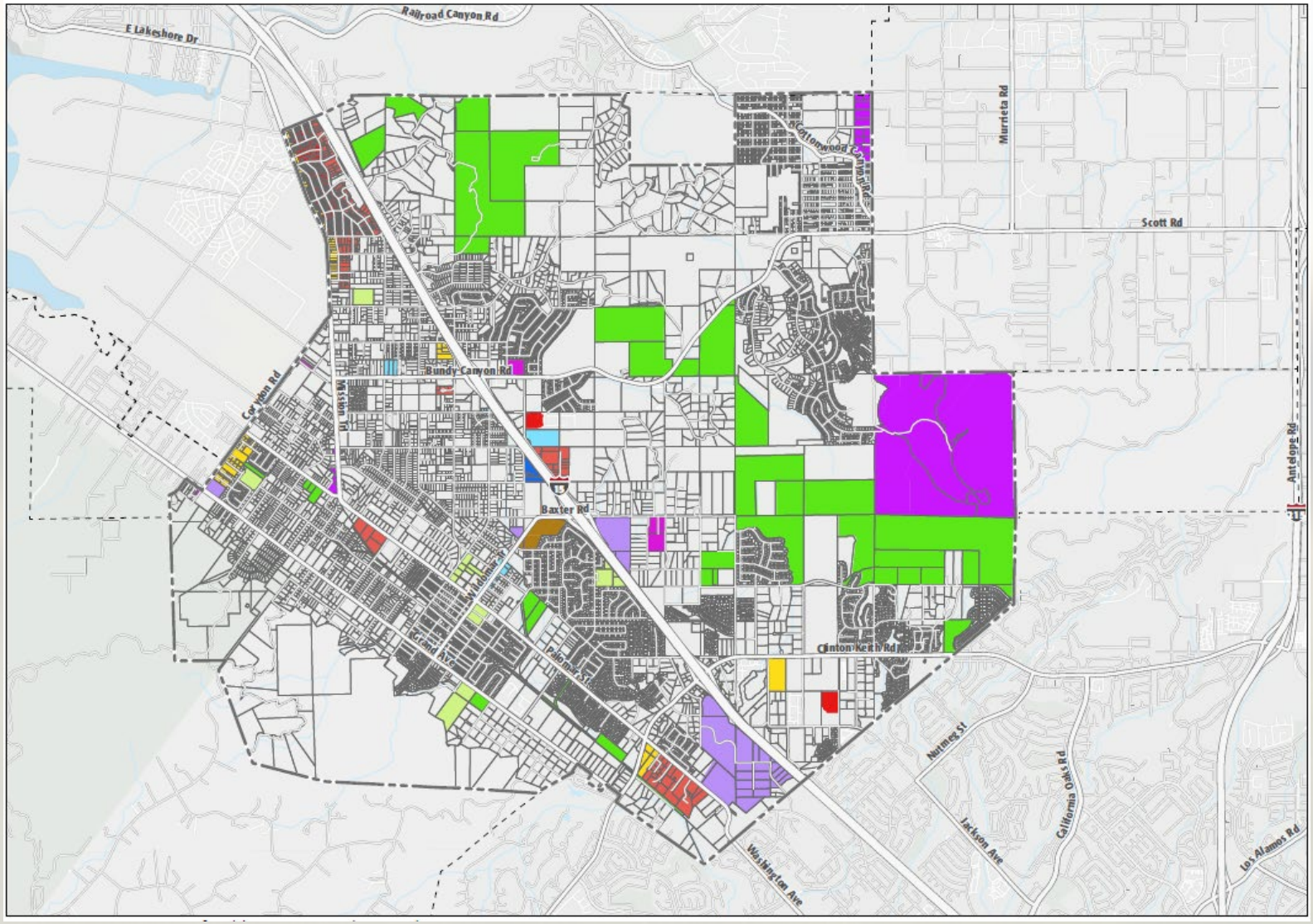


ZONING MAP REVISIONS



Source: ESRI, 2024; City of Wildomar, 2020; PlaceWorks, 2024

PROPOSED GENERAL PLAN



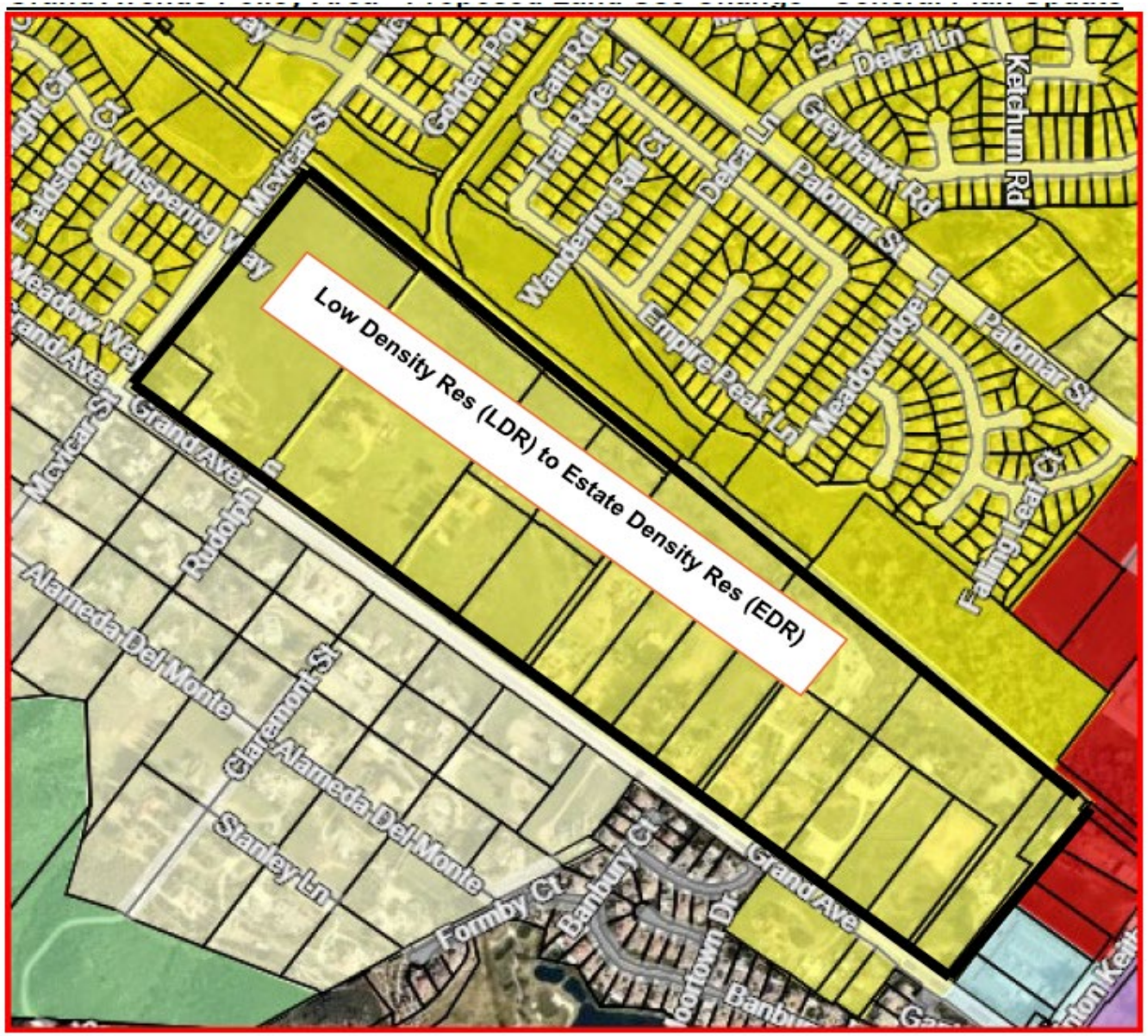
PROPOSED ZONING MAP

Next Steps

Next Steps

- Draft EIR and General Plan Public Review (May 9 – June 24, 2024)
- Planning Commission Workshop on the new Development Code Update (June 2024)
- Public Hearings on EIR and General Plan (August 7 & 28, 2024)
- Public Hearings on Development Code Update and Consistency Zoning Changes (October & November 2024)

Grand Avenue Land Use Discussion



Grand Avenue Land Use Discussion

Background:

- The recommendation to change the land use on the east side of Grand Ave. from the existing LDR (Low Density Res, ½ acre lots) designation to the EDR (Estate Density Res, 2-acre lots) designation was brought forward by the Commission during the May 24, 2023 study session.
- The Commission's recommendation was presented to the City Council during a study session held on July 18, 2023 at which time after public comment, the Council chose to accept the Commission's recommendation of EDR.
- Based on this direction, staff pressed forward with the final GP goals & policies, land use map and Draft EIR work.
- One final City Council study session was held on March 20, 2024 at which time the Council discussed the EDR land use designation as well as several new Development Code ideas.
- The public feedback was varied....some wanting the EDR designation and some wanting the LDR designation.
- In the end, Council chose to keep the EDR designation, but asked Staff to consider split-zoning ideas that might balance future development of this area.

Grand Avenue Land Use Discussion

"Grand Avenue Neighborhood Land Use Policy Statement"

- To address Council's direction to help preserve the rural character of this corridor while facilitating potential development of "smaller lots" (i.e., 1/3-acre lots) in the rear of properties, staff has drafted a "preliminary policy statement" & created a few development standards.
- Summary of this is as follows:
  - properties within the boundary area are allowed "special design considerations."
  - due to the current topography, flood plain issues, and other constraints (not yet determined), future development opportunities beyond a single house on a single lot, may utilize a "clustered design concept."
    - To be supported by a specific "lot yield study" as part of a tract map proposal.
  - total lot yield would be based on the adopted land use designation (LDR or EDR).
- Development of the tract would be subject to the following Preliminary Standards (next page)

Grand Avenue Land Use Discussion

Lots fronting on the East Side of Grand Avenue (facing west):

- 2-acre minimum lot size fronting Grand Avenue
- minimum lot width: 350 feet +/- (match lot width on west side)
- minimum lot depth: 249 feet +/- (match lot width on west side)
- One (1) public or private street extending from Grand Avenue leading into the interior of the site.
- Minor deviations for existing parcels 3 acres or less in size can be permitted n a case-by-case basis only if supported by technical studies and approved by the Planning Commission.

Lots located behind the Grand Avenue lots:

- "clustering" is allowed subject to the following minimum standards:
  - minimum lot size: 14,000 square feet gross (1/3 acre +/-)
  - minimum lot width: 100 feet +/-
  - minimum lot depth: 140 feet +/-
  - One (1) public or private street extending from Grand Avenue leading into the interior of the site.
  - Minor deviations for existing parcels three (3) acres or less in size from the above standards may be allowed on a case-by-case basis only if supported by technical studies and approved by the Planning Commission.

Grand Avenue Land Use Discussion

- The above standards are preliminary and would require a special overlay study in order to verify that these standards can be implemented.
- This study would occur sometime in 2025 pending Council approval of a scope and budget to perform the work.

PC Recommendation for tonight

Staff is seeking final direction from the Commission on one of the following:

1) Keep the GP Land Use designation of Estate Density Residential (EDR) as presently recommended (and analyzed in the DEIR); or
2) Change the Land Use designation for this area back to Low Density Residential (LDR) – status quo since incorporation; or
3) Recommend further study of a "Preliminary Grand Avenue Neighborhood Land Use Policy Statement" to be prepared in 2025 pending City Council funding.

Staff has met with and discussed these alternatives with a number of east side Grand Ave property owners since the March 20, 2024, Council study session.....Conclusion is:

- about 50% are in favor of the EDR land use designation...
- about 50% are in favor of the LDR designation.....and
- 1 or 2 property owners would prefer the MDR land use designation (R-1 lots similar to the Beazer Tract).

6-26-2024

Good evening Planning Commission and all,

My name is: Alex Sukhov,
My family and I reside and own 18 acres on the corner of McVicar and Grand WHICH IS within THE SUBJECT LAND AREA WE ARE DISCUSSING THIS EVENING.
MY address is 22180 Grand Ave, Wildomar, CA

50 years ago my parents, myself and some of my brothers purchased THIS 18 ACRE PROPERTY

We built a beautiful home and tried farming Oat Hay, Alfalfa and boarded horses for many years. And BECAUSE we continually dumped every penny we earned into our property, we managed to maintain and keep our property in beautiful shape.

AND This COST and the HARD WORK continues TO THIS DAY with myself and my children WHO are "THE 3rd generation of the Sukhov Family" to own this property.

The Sukhov family has been very active in our community over the past 50 years. We joined and were a part of the Wildomar Municipal Advisory Council to the county for our area, we worked endlessly with the Local Residents on many issues.
AND one of them was to STOP Lake Elsinore from ANNEXING Wildomar into it's SPHERE of INFLUENCE because we wanted to be fully independent and have our own CITY- WHICH Required us to LITERALY VOLUNTEER OUR OWN TIME TO go door to door with flyers and endless calls to our Wildomar Community to FIGHT for Wildomar's Sov-ereign-ty .

We ALSO held MEETINGS and FUND RAISERS for the community at our ranch.

Approximately 38 years ago we began meeting with our Riverside County Supervisor, Mr. Walt Abraham to provide resident input and suggestions for the "South West Area Plan". At that time WE and the community suggested that the properties in question this evening should become Low Density Housing with

"Mini Ranchettes" as a Buffer between all the "MEDIUM DENSITY RESIDENTIAL AREA" and the existing ESTATE DENSITY RESIDENTIAL AREA on the West Side of Grand Ave, - THUS allowing for a blended AND smooth transition.
AND in 1989 the "Southwest Area Plan" Plan was adopted with Mr. Abraham at the helm.
So this design was a long time in the making and WAS Re-Affirmed "3" times AND has continued as Low Density Residential for the past 38 years.

AS I HOPE YOU can SEE, OUR family has tried for many years to be of PUBLIC service to our community, AND as a result, WE UNDERSTAND and APPRECIATE ALL OF YOU here on the PLANNING COMMISSION, THE CITY CONCIL and CITY STAFF for your hard work serving our City.

NOW:
As far as this evening's proposed plan to change OUR PROPERTIES to "ESTATE DENSITY RESIDENTIAL", this design is not economically feasible for the City of Wildomar, or to any of the HOME and LAND OWNERS in this designated area.

And here ARE A FEW REASONS why;
ALL OF OUR PARCELS that are next to the Wildomar Flood Channel will need to GIVE UP a large area of BUILDABLE property which is approximately ONE SIXTH to ONE THIRD of our land to Flood Control reducing huge amounts of the buildable acreage on OUR 18 ACRE parcel AND TO each of the parcels heading south towards Clinton Keith Road.

In order for any of us to subdivide OR EVEN file for a "Simple Parcel Map", there are HIGH COSTS of improvements, so we need LOW DENSITY RESIDENTIAL to even consider ANY DEVELOPMENT WHATSOEVER.

If your Final Decision is to KEEP the current plan as ESTATE DENSITY, all of The land owners will loose our opportunity to build ANY Planned Housing WHATSOEVER due to the cost of improvements. THUS, all of our land will become unbuildable AND THIS DECISION will Leave us with a section of useless land in a prime Wildomar area with NO HOPE of it ever being IMPROVED OR DEVELOPED

ALSO With this proposed ESTATE DENSITY OR EVEN the Councils "SPLIT ZONING PLAN" you are targeting only 3 or 4 of the larger parcel land owners, BECAUSE most of the 2+ or - acre existing parcels to the South towards Clinton Keith already have homes on their parcels.

This plan DEEPLY impacts you as a city, all of us Land Owners and the community in an extremely negative way. Because as we know:
WITHOUT new housing in this area we LOOSE OUT ON :
*Developer Fees
*TAX REVENUE FOR THIS CITY
* and NEW IMPROVEMENTS

Wildomar is DESPERATELY in need of ½ ACRE MINI RANCHETTES with white picket fences, rolled curbs, beautiful lamp posts, etc etc.

We have PLENTY OF DEVELOPED and UNDEVELOPED 1, 2 and 3 ACRE PARCELS in our City ALREADY and MANY are overgrown with weeds and accumulated stuff due to the cost to WATER AND MAINTAIN this size parcel.

With all of this being said, my family and I are FULLY OPPOSED to ESTATE DENSITY RESIDENTIAL OR to SPLIT ZONING ALTERNATIVE PLAN because THESE 2 NEW PLANS are NOT Economically Feasible FOR THE LAND OWNERS, THE CITY or THE COMMUNITY.
IN STEAD WE are in favor of RETURNING the RECENTLY CHANGED zoning plan BACK TO LOW DENSITY RESIDENTIAL as it has been for the past 38 YEARS!
AND WE would appreciate ALL of YOU COMMISSIONERS, THE City Council AND FELLOW CITIZENS to join US in OPPOSING this plan.
Thank you VERY MUCH!

Alex Sukhov and family
22180 Grand Ave
Wildomar, CA 92595
Cell: 951-830-7911
AlexSukhov56@gmail.com
6-26-2024

6-26-2024
Good evening Planning Commission,
My name is: Desiree Sukhov
Alex and Jody Sukhov are my parents
I reside at 42160 Patton Place, Murrieta, CA 92562

I am here in opposition to the current ESTATE DENSITY RESIDENTIAL PLAN we are discussing this evening.

I was born at Inland Hospital here in Wildomar just a stone's throw from this very city council building. AND I am a 3rd Generation Sukhov.

I have grown up spending most of my life at our "Sukhov Family Property" which is one of the subject properties on the agenda tonight.

For as long as I can remember, McVicar Street and Grand Avenue have been very dangerous streets in desperate need of improvements of all sorts.

TODAY, Across the street to the north of our home on McVicar Street, construction is now being finished on a new Housing Development. AND as a result of the improvements made from the developer fees the Entire Community now benefits from WIDER SAFER STREETS with curbs and gutters, Lighting, Beautiful Landscaping, proper flood control, A State of the Art Bridge AND 2 Beautiful PARKS.
Now Our SIDEWALKS are FINALLY SAFE FOR children Walking and Riding their bikes to and from Schools, for joggers and for vehicles.
None of this would have been possible without Developer Fees and the support of our Planning Commission, City Council and City Staff.

Another point that I would like to bring to everyone's attention is that as far as appearance from the outside is concerned, the development would look the same regardless of the density of the plan, due to the 6 to 7 FOOT TALL BLOCK WALL which will need to be built along Grand Ave and McVicar Street.

By reverting our land use back to Low Density Residential we can allow a community to be built that would afford continued improvements to Grand Ave and the other half of McVicar Street.

These are the types of improvements that Wildomar Most Desperately Needs.
Please join us in opposing the 11 month old ESTATE DENSITY RESIDENTIAL PLAN and RETURN the zoning back to THE pre existing 38 year old LOW DENSITY RESIDENTIAL PLAN. THANK YOU!

6-26-2024

Quinten Sukhov
24895 1st Ave
Murrieta, CA 92562

Hello Wildomar Planning Commission,

I am the son of Alex and Jody Sukhov who reside at:
22180 Grand Ave, Wildomar, CA 92595

I am here in opposition to the current ESTATE DENSITY RESIDENTIAL PLAN we are discussing this evening.

I am requesting that you revert my parents property back to Low Density Residential.

Thank you,

Quinten Sukhov

6-26-2024

Nathanial Sukhov
42160 Patton Place
Murrieta, CA 92562

Hello Wildomar Planning Commission,

I am the son of Alex and Jody Sukhov who reside at:
22180 Grand Ave, Wildomar, CA 92595

I am here in opposition to the current ESTATE DENSITY RESIDENTIAL PLAN we are discussing this evening.

I am requesting that you revert my parents property back to Low Density Residential.

Thank you,

Nathanial Sukhov

6/20/24

Nicolas Sukhov
42195 Hawthorn St
Murrieta, CA 92562

Hello Wildomar Planning Commission,

I am the son of Alex and Jody Sukhov who reside at:
22180 Grand Ave, Wildomar, CA 92595

I am here in opposition to the current ESTATE DENSITY RESIDENTIAL PLAN we are discussing this evening.

I am requesting that you revert my parents property back to Low Density Residential.

Thank you,

Nicolas Sukhov

To the City of Wildomar:

First and foremost, I would like to apologize for my absence due to the passing of my mother-in-law. With that said, I want to express my feelings on behalf of my parents wishes. My father purchased his land located at 22410 Grand Ave., Wildomar, CA between the years of 1973 and/or 1974. When we started going to the property my life changed instantly. I was hooked living this country lifestyle. I remember as a 9 year old child how open this area was. There were horse, sheep and cattle ranches all around this area. To me this was cowboy country. I was living the cowboy dream. Then in the late 80s the community started to grow and the cattle and sheep ranches started dwindling down. The sheep ranch next to us was barely operating due to the grazing land, across the road from us was bought up by developers. Homes were being built across from us, where my sister Doreen and I used to ride our horses and we used to hike up to a big rock up the hill that my sister Eileen named Flat Rock. This was a place were all of us kids went to relax and enjoy the beauty of the area. We were starting to feel sad because our riding areas and hiking trails were slowly being taken away from us.

Our new neighbors that moved across the road next to Robertson's place used to come out of her home and tell us not to ride our horses on their street because horses poop and that she did not want horses or horse poop on their newly paved road. We respected the new neighbors wish and slowed down our riding on that road. My sister Doreen and I still had other areas that we rode. Especially down by the creek which is now the Bear Creek golf course. When Bear Creek was developed my sister Doreen and I were exiled out of that area. With that being said we were ok with it because my family still had 18 acres of land that we rode on. My favorite part of the place was in the back of the property. I remember there was a gate on the back of the property that my father and I built and my sister Evelyn and I would go to visit our childhood friends Debbie and Mike Fransisco. They had a ranch that was behind us. Sometime in the eighties the county of Riverside took two +/- acres from my family by imminent domain. It was depressing time in our life. They took 2 acres to make the reservoir which created more issues for a family ranch due to the flooding that it created on the property and across the road. In the late 90s and early 2000 I realized it was time for me to relocate due to all the growth of Wildomar and the population. We used to have beautiful views looking out our living room windows but now our views are red roof tops. In 2000 I finally moved to Northern California by the cascade and Sierra mountains.

It has always been my father's wish (may he rest in peace) that his property would be sold to a developer so other people can live in this community. He also felt it would provide for his family after he passed. At this time, my family has an opportunity to sell the property to a developer. If we are able to sell we will be able to care for my mother and to fulfill my father's dying wish.

This community isn't rural anymore it's a City with new communities, shopping malls, restaurants and entertainment. This development would be great for new families to come live and it would increase the tax base for the city. Please let us fulfill my father's dying wish.

Thank you,
Conrad Gonzalez
sagecreek26@gmail.com
(530)249-5398

Dec. 19, 2023

Re: 22410 Grand Ave.

To whom it may concern,

Hello, my name is Eileen Gonzalez Caballero and I am executor for the Mary Louise Gonzalez Estate; property located at 22410 Grand Ave., Wildomar. I am in receipt of your letter written to Philip Bradburne/Warmington Residential. We are in the process of selling the property which has been in our family for over 50 years. My parents owned this land back in the 70's before Wildomar was incorporated in 2008.

My real estate broker, Trina Gonzales explained that the City of Wildomar has plans to downzone our property along with the neighboring properties at 22300 from the required 1/2 acre minimum lot size to a 2-acre minimum lot size. We find this very disturbing, especially since no one from the city has made any attempt to speak with our family. This action represents an enormous financial loss to us and we do not agree with it. The new zoning will literally cut our value in half. Further, how do you suggest we find a suitable developer willing to build homes on 2-acre lots in our drought ridden state?

I would like to ask that someone from your office contact me or advise me of who we can speak to. I will be seeking advice for our next steps.

Sincerely,

Eileen Gonzalez Caballero

City of Wildomar Council 5/13/2024

23873 Clinton Keith Rd.

Wildomar, CA 92595

Re: 22410 Grand Ave. LDR to EDR concerns

Hello,

I wanted to write to you all one more time in the hopes that you would consider the needs of our family to sell this property for the highest and best use. As you know, we are in escrow to sell the property to Warmington Residential. They are a well-reputed developer and have agreed to pay an acceptable price - fair market value, for this land. Our ability to do so hinges on this decision.

Our parents purchased the land in the 70's and planned to raise their 4 children and 8 grandchildren. My father, Conrad Gonzalez was a true horseman and provided and maintained a ranch lifestyle for us. I can remember when there was no construction around us for miles. At the time, there was no 15 freeway, there were no track homes in the distance, and Grand Ave was just a dirt road. We had planned to name it Grande Vista Stables because of the grand views from every angle of the ranch. For many years the ranch was a haven for horse lovers. Dad would lovingly board horses for others, and he treated them like his own. My siblings grew up participating in horse shows and rodeos.

Many years have passed, and our family has an immediate need to sell in order to pay for our mother's living expenses. The property is her only asset, and she is 92 years old and suffering from dementia. Mom needs full-time care 24/7.

Finally, I would like to ask you again to please consider what this means to our family and the love that we all still have for the City of Wildomar. Please work with us to come to an amiable solution. My parents chose this particular parcel of land over another parcel of land that was located in Murrieta on Washington because they had the vision that Grand Ave would remain more of a bedroom community than a commercial 4 lane road and realized that this area would bring residential communities between McVicar and the street that is now named Clinton Keith. So one of his last wishes spoken to me is that this property to be sold to a housing developer that will maintain the bedroom community feel where families will come together to raise their families like he and my mom have done

Respectfully submitted,

Eileen Gonzalez Caballero

May 26, 2024

Wildomar City Council Members,

The purpose of writing this letter is to share with you the ideas and dreams my father, Conrad Solis Gonzalez had for his property beyond his death. Initially, his intention was to make it a family compound which was the reason behind the four subdivided parcels on the property. As time passed, he decided it was best for the property located at 22410 Grand Ave, Wildomar to remain as one property for investment purposes.

When my parents sold their primary home in San Gabriel, California they had enough proceeds to build themselves a mini mansion and live a life in the comforts of a luxurious home. But, once again, my father decided it was best to leave the property as a whole piece for future potential investments. He chose to live in the original 1975 mobile home which he bought and installed essentially with his own two hands, and with the help of a few friends and family. My father always thought about what was best for the property and the community, even if it meant that his wife, children, and grandchildren were not in agreement. Ultimately, “The Ranch”, his given name for the property was his sole priority. He made all the decisions and was never influenced by family to change his mind.

We had many discussions over the decades about his vision. He could not see the property as anything other than a community of homes. He had hoped it would become a park, or that maybe the city would incorporate a park into the plans. My father was a visionary. Even though we (his wife and children) didn’t always agree with his vision, we respectfully honored it.

My mother who is now 91, turning 92 deserves to live life the way she chooses. She was happy to live at “The Ranch” with her husband, but since his death she has not been able to live there. Her days of staying on the property are no longer possible. The 1975 mobile home needs repairs to make livable. As the legal guardian of my mother, I have decided that she deserves to live out her remaining years where she is comfortable and safe. The cost of my mother’s long-term care has almost depleted her savings. The sale of “The Ranch” has now become a priority to ensure she continues to have the necessary funds to provide her with quality care.

While we are anxious to sale the property, for our mother's sake, we, her children, are also trying to abide by our father's wishes. With "The Ranch" in currently in escrow, I am beginning to feel some relief and hope for my mother's future care. She always wanted what my father wanted. She never had any say. And now with her dementia she only knows that "The Ranch" is there. No one lives there and we are doing our best to fulfill our father's wishes. Being in this conundrum of caring for my mother and at the same time pursuing a dream that my father had has made this a difficult journey for my siblings and me. For my mother, I want what she deserves which is to profit from her investment, to live her remaining years in comfort and peace.

For fifty years my father kept "The Ranch" as raw as possible to give back to the City of Wildomar and its future community members. We (the children) understand that the atheistic of the community is critically important. Maintaining a rural look and feel is what makes Wildomar unique. I have chosen to make Wildomar my home since 1994. I have no plans to leave. It has always been my hope that I could afford a home on "The Ranch" property so that I in some way feel I am with my father. I think this would make him happy.

In closing, please know that the Gonzalez family wants what the City of Wildomar wants; for the west side to remain a rural lifestyle with families who appreciate our small-town feel, our small-town school (which I am retiring from after 35 years), and our small-town community outreach. Thank you for your time and consideration of either maintaining the current zoning of half acre parcels or preferably allowing multi-zoning for more affordable housing.

Respectfully,
Evelyn Gonzalez
22140 Hunters Run
Wildomar, CA. 92595
951-218-6628

From: KAREN ROBERTSON
To: Matthew Bassi
Subject: To the Council Members
Date: Sunday, April 7, 2024 9:07:39 PM

[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]

- Wildomar City Hall Council Chambers
  23873 Clinton Keith Road Suite 106
  Wildomar, CA 92595

  Council Members,

  My husband and I, along with several neighbors attended the March 20, 2024 Special Session to discuss the zoning of the 15 acres on Grand Avenue belonging to the Gonzalez family.

  Presently, that parcel is zoned (LDR) Low Density Residential which would limit developers to 1/2 acre or more per parcel. The General Planning Commission suggested that the zoning be changed to EDR (Estate Density Residential) in order to match what is across Grand Avenue. It is all EDR from McVicar Street to almost Clinton Keith on the West side. Likewise on the East side with adjacent properties. So it makes sense to change the Gonzalez property to match the rest of the surrounding properties.

  The Gonzalez family, on the other hand, would like (HDR) High Density Residential so they can make more money. That piece of property is not appropriate for denser population because of the water way through the middle, the river in the back, the topography in general, and the surrounding neighborhood. They claim they can't sell because of the 1/2 acre limit. That's not why they can't sell. It's because they are focused on selling to developers with hopes of small lots. It is a difficult piece of property to split into any smaller lots. Any developer would see the inconsistency and impossible challenges.

  Based on the County Assessor's records and the city data base, the Gonzalez property is already split into four parcels. Lots of people are looking for 3 or 4 acre pieces where they can have horses, and there aren't many left. Advertising each piece as horse property would be sold in a heartbeat.

  We ask that you accept the commissions recommendation to change the zoning of the 15 acres to EDR (Estate Density) to be consistent with the area. We were also

assured at that meeting that we would all be invited to another discussion meeting before the final decision was made. We are looking forward to getting that invitation.

Respectfully,

Karen and Barry Robertson

33140 Claremont Street

Wildomar, CA 92595

951-212-1106

LIEBERG OBERHANSLEY LLP
A CALIFORNIA LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

41911 FIFTH STREET, SUITE 300
TEMECULA, CALIFORNIA 92590
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June 26, 2024

PHILIP D. OBERHANSLEY, ESQ.
poberhansley@losglaw.com
(951) 699-6600

VIA ELECTRONIC & FIRST-CLASS MAIL

(mbassi@cityofwildomar.org)
Mr. Matthew C. Bassi
Community Development Director
City of Wildomar
23873 Clinton Keith Rd STE 201
Wildomar, CA 92595

Re: Planning Commission Agenda June 26, 2024
Agenda Item 3.1: Wildomar Development Code Update (ZOA No. 2024-01) and East-Side Grand Avenue Policy Overlay Area Discussion – PC Study Session

Property Location: Sukhov Family Property, 22180 Grand Ave., Wildomar, CA – Approximately 18 acres at the Corner of McVicar Street and Grand Avenue, Wildomar, CA 92595 (the "Sukhov Property")

Requested Action: Recommend to the City Council the Low Density Residential (LDR) General Plan Land Use Designation (as Originally Recommended by Planning Staff in May of 2023) Allowing 2 Units Per Acre for the Sukhov Property

Dear Mr. Bassi:

This firm represents the Sukhov family. The purpose of this letter is to request, based on the information set forth in this letter, that the City of Wildomar Planning Commission change the recommended General Plan Land Use Designation for the Sukhov Property to Low Density Residential (LDR) (as originally recommended by Planning staff back in May of 2023) allowing 2 dwelling units per acre.

The three (3) staff-recommended alternatives for the "East-Side Grand Avenue Policy Overlay Area" essentially amount to spot, down-zoning for the Sukhov Property (and the other 3 or 4 other larger properties in the area). If any of these staff-recommended actions are adopted, the Sukhov Property will be in stripped of virtually all "beneficial economic use" as explained below:

1. Many of the smaller parcels in this area have already been developed with estate homes, etc. (similar to the 2-acre parcels on the other side of Grand Avenue) and, therefore, only the Sukhov Property (and 3 or 4 other larger parcels) will be spot-zoned and downsized by the staff-recommended alternatives. And, as explained below, there appears to be no substantial public benefit for the residents of Wildomar in any of these alternatives. Now, after over 50 years, and literally hundreds of meetings and hearings to establish a general plan designation and zoning for the Sukhov Property to allow a 2 units per acre, the Sukhov family will have virtually no development potential for their Property.

2. As mentioned above, the Sukhov family has owned the Sukhov Property for over 50 years, and worked consistently and diligently with the County, prior to City incorporation, to establish the current allowable density of 2-units per acre. This density was formally reviewed and approved by the County on no fewer than three (3) separate occasions over the years following extensive public hearings. In the current real estate market, given the extensive cost of required infrastructure for development (see below for more detail), the density for the Sukhov Property (and the 3 or 4 other larger properties similarly situated) should be increased to 2 units per acre (Low Density Residential (LDR)) in order to realize some "beneficial economic use" of their properties (and this was the original proposal recommended by planning staff back in May of 2023).

3. While we appreciate the suggestion of blended density or "split-zoning," few if any developers will take on the challenge, time and money involved in attempting to obtain its entitlements with an estate property owner living right next door (and the opposition that will ensue). Similarly, if a housing project is the first to develop, it is highly unlikely an estate property owner will want to build right next door to such a development. This is a lose, lose alternative.

4. Any development of the Sukhov Property (as well as the 3 or 4 other larger parcels adjacent to the Wildomar Flood Channel) will be required to dedicate for flood control purposes anywhere from approximately 1/6th to 1/3rd of their property for flood control improvements. Consequently, this requires the balance of the property to bear all of the significant costs of development (and it just doesn't pencil). Such costs include, but are not limited to building improved roads and utilities, etc. As a result, the development potential for the Sukhov Property will be nonexistent, leaving it (and the 3 or 4 other larger properties in the area) useless land in a prime Wildomar area with no hope of future development (which hardly seems fair or equitable to the Sukhov family after 50 years of hard work and community involvement).

5. Any of the three (3) staff-recommended alternatives impact the City, landowners and the community at large in negative way rather than providing any substantial public benefit. As mentioned above, the economic constraints make it unlikely there will be any development of the Sukhov Property (and the 3 or 4 other larger properties) in the reasonably foreseeable future. This means, the City receives no developer fees or tax revenues, and the residents of Wildomar will not benefit from much needed improvements to Grand Avenue and the completion of McVicar Street. Continued vehicle usage and foot traffic will further degrade these conditions over time.

For all of the foregoing reasons, we respectfully request the City of Wildomar Planning Commission change the recommended General Plan Land Use Designation (and subsequent consistency zoning) for the Sukhov Property to Low Density Residential (LDR) allowing the development of 2 units per acre. Thank you for your consideration.

Very truly yours,

Philip D. Oberhansley, of
Lieberg Oberhansley, LLP

cc: Mr. Alex Sukhov
Mr. Larry Markham

Warmington

City of Wildomar City Hall
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

RE: **22300 & 22410 Grand Avenue**

Dear Mayor Pro Tem DePhillippo and City Council of Wildomar,

We are writing to express our wholehearted support for the proposed development of two properties Southeast of McVicar & Grand into a subdivision within the city. As a family-owned and privately held homebuilding company with a rich history dating back 98 years, we are deeply committed to building high-quality homes that stand the test of time and enrich the lives of generations to come. Our longstanding presence in the industry reflects our dedication to craftsmanship, integrity, and community stewardship.

We are excited to present our vision for a single-family traditional neighborhood with larger lots, which we believe aligns perfectly with the goals outlined in Wildomar's "Draft Goals, Policies, and Actions." Our approach to development prioritizes the creation of a vibrant, cohesive community that preserves the cherished hometown feel while meeting the evolving needs of residents.

However, it is crucial to address the issue of development feasibility. If these properties' general plan land use designation is not changed from the current low density residential up to medium density residential, these properties will be deemed valueless to the current owners as no developer is able to pencil a deal at that low of a density given the cost of the land development and City fees. Thus, changing the designation is imperative to unlock the potential of these properties and ensure their viability for development while still fitting into the character of the City and the neighborhood.

While our subdivision may not be high density, it embodies the essence of responsible growth by providing increased housing choices that cater to a diverse range of lifestyles, physical abilities, and income levels. By offering larger lots and traditional single-family homes, we aim to create a sense of space, privacy, and tranquility that is often lacking in more densely populated areas. This approach reflects our commitment to fostering a sense of belonging and well-being among residents.

Moreover, our emphasis on quality craftsmanship and timeless design ensures that each home in the subdivision will be a source of pride and comfort for its occupants. Drawing upon decades of experience and expertise, we strive to create homes that blend seamlessly with the natural environment, respect the local architectural heritage, and withstand the test of time.

Warmington

As Wildomar continues to grow and evolve, it is essential to strike a balance between preserving the unique character of the community and embracing the opportunities for progress and innovation. We believe that our proposed subdivision represents a harmonious blend of tradition and modernity, offering residents the best of both worlds.

In conclusion, we are confident that the development of this subdivision will not only enhance the city's housing landscape but also enrich the lives of residents in meaningful ways. We are committed to working closely with the city and stakeholders to ensure that this project is implemented with the utmost care, integrity, and respect for the community.

Thank you for considering our input on this matter. We look forward to the opportunity to bring our vision to life and contribute to the continued success and prosperity of Wildomar.

Sincerely,

Philip Bradburne

Philip Bradburne
Land Acquisition Manager
Warmington Residential – Southern California

Authentisign ID: DEA94A28-642E-EF11-86D4-000D3A8B7EDD

City of Wildomar Planning Department & Planning Commission
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Re: 22300 Grand Avenue, Wildomar, CA 92595

I am writing to you as an engaged property owner in the city of Wildomar ahead of your planning commission meeting scheduled for June 26th, 2024.
My name is Judy Richey. I am not a resident of the city, but my family has owned property in this immediate area since the Mid 80s and they have played an integral role in the growth and development of this city and what it has become today.

The property I wanted to address has been owned for over 25 years. It's located at 22300 Grand Avenue, Wildomar. There is a proposed land use change that would transition this property from Low Density Residential to Estate Density Residential. I believe there wasn't enough consideration put into the reason for this change for several reasons. One reason is that this was not included in the initial proposal of the General Plan Update. It was not originally part of the city staff recommendation. It was not added to the General Plan Update until much later on in the process. Secondly, I have heard people talk about this area being a buffer zone between MDR (typical single family homes) and the larger estate style properties which are on the west side of Grand Avenue. The area already does that. The homes on the west side of Grand Avenue beginning at the foothills are over two acres, then as you go downhill it transitions to parcels which are mostly less than two acres. In fact, most of the properties that have been developed on the east side of Grand as you travel north have been developed as MDR with lot sizes consistent with a single family residential development. It would make more sense that the area east of Grand Avenue and South of McVicar Street be transitioned to MDR for several reasons. One reason is, that is what has happened to a majority of the parcels as you head north on Grand Avenue. Properties to the north and immediately east have been developed as MDR. Secondly Our parcel is just outside the high fire severity zone. Third is that our site is generally flat usable space which would lend well to an MDR development.

The purpose of acquisition of this property so many years ago was to hold it for future development. The proposed land use change to EDR would obviously have a significant financial impact on the value of the property and would result in a substantial loss for not only us but the other property owners as well as the community at large. Building a development consistent with the MDR Designation would provide more access to market rate housing to the average person living in this community and will spark more commercial activity within the city.

In light of the above, I kindly request that my property, be considered for the designated land use of "Medium Density Residential." I am confident that this collaboration will yield positive outcomes for our community, and I am eager to contribute to its success.
I have attached an exhibit reflecting surrounding developments which are more consistent with an MDR designation.

Authentisign ID: DEA94A28-642E-EF11-86D4-000D3A8B7EDD

Thank you for your thoughtful consideration of my proposal. I am enthusiastic about the opportunity for further discussions and collaboration on this important endeavor. Please follow up with my Real Estate Broker, Jason Clayton. (714) 914-3007 or clayton.brokerage@gmail.com

Judy Richey
Trustee

AuthentiSIGN
Judy Richey 06/19/24

Authentisign ID: DEA94A28-642E-EF11-86D4-000D3A8B7EDD

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS

Meeting Date: July 10, 2024

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private and public roads - Marquez - TBD

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

SUBJECT: April 10, 2024 - City Council/Cemetery District Regular Minutes

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes 04-10-2024

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, APRIL 10, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Regular Session 6:00 PM

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

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

Mayor held a Moment of Silence in Memory of Desiree Nigg.

ROLL CALL

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

Members absent: Dustin Nigg

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

FLAG SALUTE

The flag salute was led by students from the Julie Lee Performing Arts Academy

PRESENTATIONS

1. Proclamation: Donate Life Month April 2024
2. Proclamation: Earth Day 2024
3. Proclamation: Volunteer Month
4. Julia Lee Performing Arts Academy Innovation Update

DEPARTMENT REPORTS

Human Resources Update

General Plan Update and Development Code Progress Report #22

PUBLIC COMMENTS

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

1. Susan Lovett, Church of Jesus Christ of Latter Day Saints

COUNCIL COMMUNICATIONS

The City Council members spoke regarding various committees, comm1ss1ons, and boards that they serve on locally and regionally and community events including:

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Ashlee DePhillippo to approve the agenda as presented.

Motion Approved: 4 - 0

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

1) CONSENT CALENDAR

Mayor Moore recused herself from Agenda Item #1.8 due to a conflict of interest.

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

1.1) January 17, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

1.2) March 2024 Warrant Register

Approved 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

Approved 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)

Authorized 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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 -16
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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 17
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

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 18
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.

1. Authorized the City Manager to sign the MOU with the foundation dependent that the foundation fulfills all requirements.

2. Waived 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

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

1.10) Community Services Department Community Events Update

1. Received and the filed the update.

2. Waived 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

Approved and authorized 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

Approved and authorized 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.

Authorized the City Manager to execute the Parking License Agreement.

2) PUBLIC HEARINGS

No items scheduled.

3) GENERAL BUSINESS

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

Associate Engineer Luna presented the staff report.

The City Council received and filed the Road Maintenance and Rehabilitation (Road Rehab) Update and received and provided 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

The following individuals provided public comment:
1. Allan Davis, Retail Development Advisors, in opposition of the item.
2. James Prestininzi, Herwood Building Supplies, in opposition of the item.
3. Pete Prestininzi, Herwood Building Supplies, did not speak but submitted public comment card in opposition of the item.
4. Jack Kofdarali, Developer, with time donated by Jake Kofdarali, developer, and Jay Brun, J&T Management, for a total of 9 minutes, in opposition of the item.
5. John B. Rogers, Engineer for Herwood Building Supplies, in opposition of the item.
6. Joe Foley, property owner of pending application, in opposition of the item.
7. Patrick Ellis, Murrieta/ Wildomar Chamber of Commerce President, in favor of the item.
8. Nolan King, resident, in favor of the item.

Moved by Joseph Morabito; seconded by Bridgette Moore to Not Approve an Interim Urgency Ordinance entitled:

ORDINANCE NO. 240
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

Motion Approved: 2 - 1

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

3.3) Unlawful Possession of Catalytic Converter Ordinance

Code Enforcement Supervisor Parker presented the staff report.

1. Daryl Terrell, Moreno Valley resident, provided public comment in favor of the item.

Moved by Joseph Morabito; seconded by Ashlee DePhillippo to 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. 241
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

Motion Approved: 4 - 0

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

3.4) Measure Z Oversight Advisory Committee Appointments

City Clerk Morales presented the staff report.

Moved by Carlos Marquez; seconded by Joseph Morabito to Appoint Kristi Bergdahl, James Howey and Timothy Underdown to serve on the Measure Z Oversight Advisory Committee for terms expiring February 2026.

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 9:16 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 9:16 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

Moved by Carlos Marquez; seconded by Ashlee DePhillippo to approve approve the agenda as presented.

Motion Approved: 4 - 0

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

4) CEMETERY CONSENT CALENDAR

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

Approved the minutes as presented.

4.2) March 2024 Cemetery Warrant Register

Approved 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

Approved the Treasurer's Report for February 2024.

Moved by Ashlee DePhillippo; seconded by Carlos Marquez to approve 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 no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items 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 9:17 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: July 10, 2024

SUBJECT: June 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 06-06-2024 in the amount of $266.92.
2. Warrant Register dated 06-13-2024 in the amount of $3,564.66.
3. Warrant Register dated 06-20-2024 in the amount of $133.20.

SUMMARY:
June 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:
June 2024 Cemetery Warrant Register.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218364	6/6/2024	000367 CINTAS CORPORATION	9274376110		SD EYEWASH SERVICE AGREEMENT	141.38
					Total :	**141.38**
218365	6/6/2024	001720 STERICYCLE, INC	8007247377B		CONTRACTUAL SHREDDING SVC	125.54
					Total :	**125.54**

2 Vouchers for bank code : wf **Bank total : 266.92**

2 Vouchers in this report **Total vouchers : 266.92**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218399	6/13/2024	000088 ACE HARDWARE	308007/3		CEMETERY DEPT SUPPLIES	6.18
			308042/3		CEMETERY DEPT SUPPLIES	63.16
					Total :	**69.34**
218400	6/13/2024	001544 BROWN FAMILY SERVICES	2254		CEMETERY BACKHOE MISC REPAIR	822.65
					Total :	**822.65**
218401	6/13/2024	000367 CINTAS CORPORATION	4193311863		STAFF UNIFORM & TOWEL MAINTENANCE	141.74
			4194078336		STAFF UNIFORM & TOWEL MAINTENANCE	46.93
			4194751009		STAFF UNIFORM & TOWEL MAINTENANCE	167.50
			4195506774		STAFF UNIFORM & TOWEL MAINTENANCE	157.50
					Total :	**513.67**
218402	6/13/2024	000367 CINTAS CORPORATION	5213904322		SD EYEWASH SERVICE AGREEMENT	155.11
					Total :	**155.11**
218403	6/13/2024	002243 CORTEZ, JOSHUA	60524		REIMBURSEMENT FOR CLASS II SAFETY HOODIE	44.99
					Total :	**44.99**
218404	6/13/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	13001415		04/16/24-05/17/24 CEMETERY WATER SERVICE	472.23
					Total :	**472.23**
218405	6/13/2024	002082 MAIN SAIL PEST CONTROL	64460		PEST CONTROL SERVICES	75.00
					Total :	**75.00**
218406	6/13/2024	000186 RIGHTWAY	386060		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	452.18
					Total :	**452.18**
218407	6/13/2024	000094 STAUFFERS LAWN EQUIPMENT	366965		FIRST AID/SAFETY	212.04
					Total :	**212.04**
218408	6/13/2024	002214 UNITED STAFFING ASSOCIATES LLC	236515		CONTRACTUAL SERVICES W/E 4/28/2024	747.45
					Total :	**747.45**

10 Vouchers for bank code : wf **Bank total : 3,564.66**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10	Vouchers in this report				Total vouchers :	3,564.66

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218427	6/20/2024	000367 CINTAS CORPORATION	4196140346		STAFF UNIFORM & TOWEL MAINTENANCE	126.71
					Total :	**126.71**
218428	6/20/2024	000790 SPARKLETTS	18075184-061524		CEMETERY DRINKING WATER THROUGH 06/15/24	6.49
					Total :	**6.49**
2 Vouchers for bank code :		wf			**Bank total :**	**133.20**
2 Vouchers in this report					**Total vouchers :**	**133.20**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: July 10, 2024

SUBJECT: May 2024 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for May 2024.

SUMMARY:
May 2024 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of May 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:
May 2024 Cemetery Treasurer's Report.pdf

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
May 2024

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 423,916.18	$ 423,916.18	$ 423,916.18	28.93%	N/A	5.430%
300	CAMP MANAGED ACCOUNT	$ 1,041,040.79	$ 1,041,040.79	$ 1,041,393.70	71.07%	838	5.070%
	TOTAL	$ 1,464,956.97	$ 1,464,956.97	$ 1,465,309.88	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 421,974.47	$ -	$ 1,941.71	$ -	$ 423,916.18	5.430%
300	CAMP MANAGED ACCOUNT	$ 1,039,588.82	$ -	$ 1,451.97	$ -	$ 1,041,040.79	5.070%
	TOTAL	$ 1,461,563.29	$ -	$ 3,393.68	$ -	$ 1,464,956.97	

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

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

Heidi Schrader

Heidi Schrader
City Treasurer

6/10/2024

Date