# CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

## WEDNESDAY, AUGUST 14, 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. Certificates of Recognition for Volunteers - Fire Incident August 3, 2024

## DEPARTMENT REPORTS

### Police Department Quarterly Update

**RECOMMENDATION:**
Receive and File.

### Fire Department Quarterly Update

**RECOMMENDATION:**
Receive and File.

### Wildomar Library Quarterly Update

**RECOMMENDATION:**
Receive and File.

### Economic Development Legislative Update
Presented By: Kimberly Davidson, Economic Development Department

**RECOMMENDATION:**
Receive and File.

## PUBLIC COMMENTS
*This is the time when the Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.*

## COUNCIL COMMUNICATIONS

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

## APPROVAL OF THE AGENDA AS PRESENTED

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

## 1. CONSENT CALENDAR

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

### 1.1 May 8, 2024 - City Council/Cemetery District Regular Minutes

Presented By: Janet Morales , City Clerk's Office

**RECOMMENDATION:**

Approve the minutes as presented.

### 1.2 June 12, 2024 - City Council/Cemetery District Regular Minutes

Presented By: Janet Morales , City Clerk's Office

**RECOMMENDATION:**

Approve the minutes as presented.

**1.3** **July 2024 Warrant Register**
Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**
Approve the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 07-03-2024 in the amount of $59,955.22.
2. Warrant Register dated 07-11-2024 in the amount of $720,240.83.
3. Warrant Register dated 07-18-2024 in the amount of $143,690.28.
4. Warrant Register dated 07-25-2024 in the amount of $268,675.73.
5. Wire Transfer Register dated 07-31-2024 in the amount of $5,377,101.44.
6. Payroll Register dated 08-01-2024 in the amount of $500,324.21.

For Fiscal Year 2024/2025:
1. Warrant Register dated 07-03-2024 in the amount of $60,704.07.
2. Warrant Register dated 07-11-2024 in the amount of $26,302.66.
3. Warrant Register dated 07-18-2024 in the amount of $8,442.86.
4. Warrant Register dated 07-25-2024 in the amount of $423,485.87.

**1.4** **June 2024 City Treasurers Report**
Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**
Approve the Treasurer's Report for June 2024.

**1.5** **2nd Reading of Ordinance No. 242**
Presented By: Raul Berroteran , Code Enforcement Department

**RECOMMENDATION:**
Adopt an ordinance titled:

ORDINANCE NO. 242
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 8.96 (SEWAGE DISCHARGE) OF THE WILDOMAR MUNICIPAL CODE

**1.6** **Amendment No. 2 to Interwest Consulting Group Agreement for Right-of-Way Acquisition Services for the Palomar Street Widening Project, Phase 2 (CIP 028-2)**
Location: Palomar Street from Wildomar Trail to Ione Lane
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**
Authorize the City Manager to approve a Task Agreement Amendment for additional right-of-way acquisition services for the Palomar St. Widening Project, Phase 2 (CIP 028-2), in the amount of $24,175.

**1.7 Second Amendment to Agreement with Architerra Design Group for the 20-Acre Park Project (CIP 099)**

Location: Gierson Avenue and Palomar Street
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**

Authorize the City Manager to execute the Second Amendment to the Agreement with Architerra Design Group for the 20-Acre Park Project

**1.8 Annexation No. 12 into Community Facilities District No. 2022-1 (Services) for Oak Springs Ranch II (PP 20-0044)**

Location: 36101 Inland Valley Drive, Wildomar, CA
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 12) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

**1.9 Tract No. 31896 (Avalino) - Vacation of Right-of-Way on Starbuck Circle (Project No. 22-0147)**

Location: Starbuck Circle and Palomar Street
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, SUMMARILY VACATING A PORTION OF STARBUCK CIRCLE, INCLUDING A RESERVATION OF A PUBLIC UTILITY EASEMENT

**1.10 Purchase and Sale Agreement for Remainder Parcels on Palomar St.**

Location: Vacant property on the west side of Palomar St., between Elm St. and Gruwell St. (APNs 376-051-015 and 376-051-016)
Presented By: Jason Farag , Public Works/ Engineering Department

**RECOMMENDATION:**

Authorize the City Manager to execute a Purchase and Sale Agreement for the acquisition of vacant parcels on Palomar St.

**1.11 2024 Biennial Conflict of Interest Notice and Update**
Presented By: Janet Morales , City Clerk's Office

**RECOMMENDATION:**
1. Receive and file the 2024 Local Agency Biennial Notice; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE CITY OF WILDOMAR

**1.12 2024 Holiday Home Decoration Contests**
Presented By: Daniel Torres , Community Services Department

**RECOMMENDATION:**
Receive and file the kick off of the 2024 Home Decoration Contest.

**1.13 National Clean Up Day Event MOU with Wildomar Community & Parks Foundation**
Presented By: Daniel Torres , Community Services Department

**RECOMMENDATION:**
1. Authorize the City Manager to sign the MOU with the foundation dependent that the foundation fulfills all requirements;

2. Waive fees associated with the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

## 2. PUBLIC HEARINGS
No items scheduled.

## 3. GENERAL BUSINESS

### 3.1 Purchase of City Vehicles

Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**

1.) Approve the purchase of three Ford F-150 4WD pickup truck vehicles under California State Contract 1-22-23-20F

2.) Approve the purchase of one Ford T-150 cargo van under California State Contract 1-22-23-23F

3.) Approve the following supplemental appropriations totaling $197,200 to cover the cost of purchasing the vehicles and making necessary improvements:

$45,200 in 100-430-4310-58130
$48,300 in 100-430-4350-58130
$49,300 in 100-410-4610-58130
$27,200 in 120-450-4500-58130
$27,200 in 200-450-4500-58130

### 3.2 League of California Cities Annual General Business Meeting Voting Delegate and Alternate(s)

Presented By: Janet Morales , City Clerk's Office

**RECOMMENDATION:**

Ratify Council Member Morabito as the Voting Delegate and Mayor Moore as one alternate and consider appointing one other Council Member as another alternate for the League of California Cities Annual General Business Meeting.

## CITY MANAGER REPORT

## 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 May 8, 2024 - City Council/Cemetery District Regular Minutes**
Presented By: Janet Morales , City Clerk's Office

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

**4.2 June 12, 2024 - City Council/Cemetery District Regular Minutes**
Presented By: Janet Morales , City Clerk's Office

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

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

**RECOMMENDATION:**
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 07-03-2024 in the amount of $1,400.83.
2. Warrant Register dated 07-18-2024 in the amount of $1,456.49.

For Fiscal Year 2024/2025
1. Warrant Register dated 07-03-2024 in the amount of $950.00.
2. Warrant Register dated 07-18-2024 in the amount of $1,120.29.
3. Warrant Register dated 07-25-2024 in the amount of $1,393.93.

**4.4** **June 2024 Cemetery Treasurers Report**
Presented By: Adam Jantz , Administrative Services Department

**RECOMMENDATION:**
Approve the Treasurer's Report for June 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: August 8, 2024

**SUBJECT:** Police Department Quarterly Update

**ACTION:**
Receive and File.

**FISCAL IMPACT:**
As this is merely a report on activities, it does not have any fiscal impact.

**ACCOUNT CODE:**
100-460-4700
120-460-4700

**ATTACHMENTS:**
A. Apr-Jun Wildomar Stats Presentation_2024

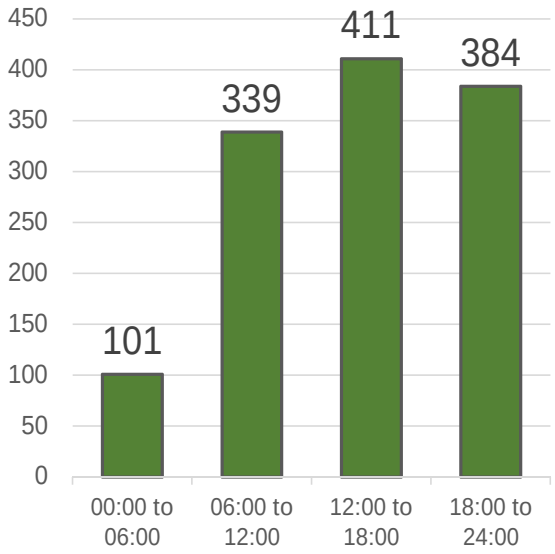
# City of Wildomar
# Stats
# April 2024 to June 2024

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

# Calls for Service

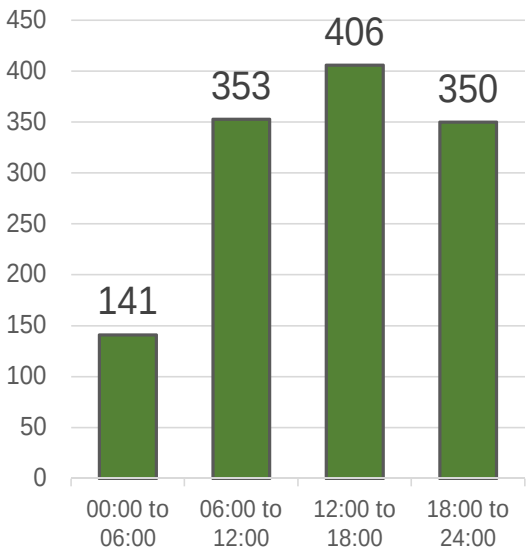
## Apr – 1,235

Apr 2023– 1,375



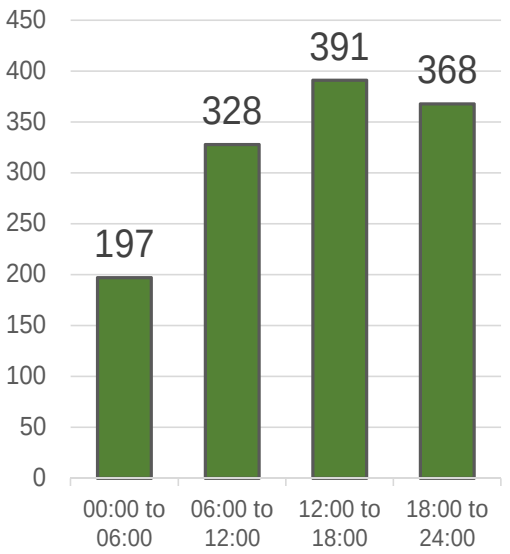

## May – 1,250

May 2023– 1,404

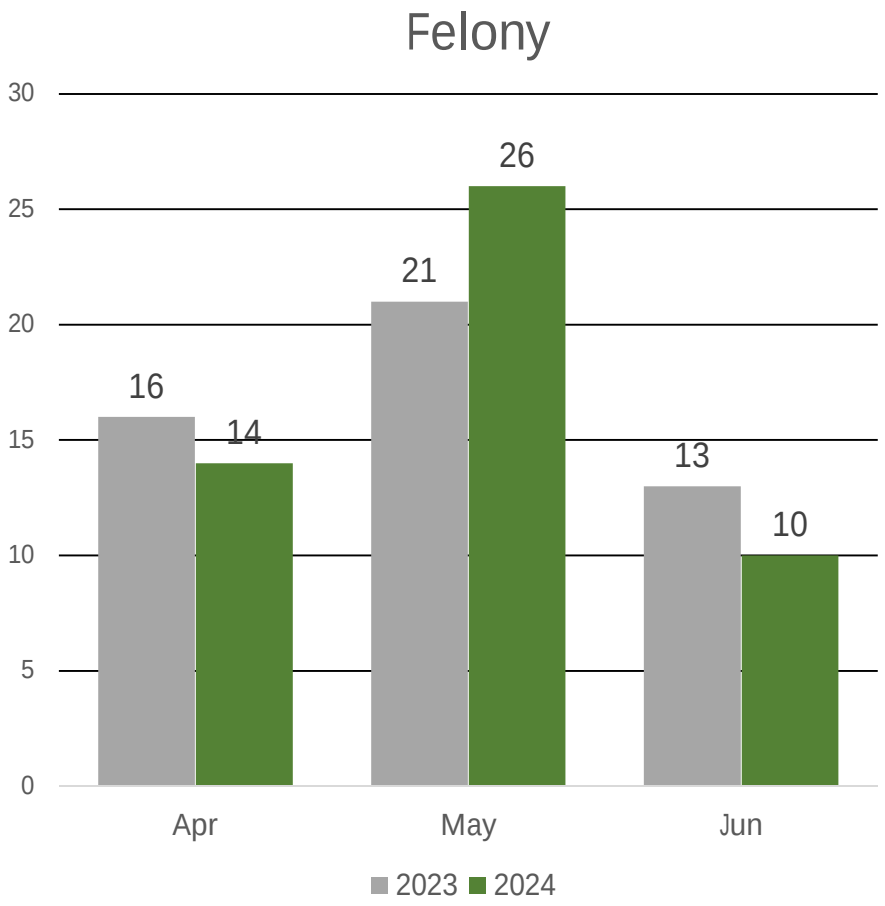


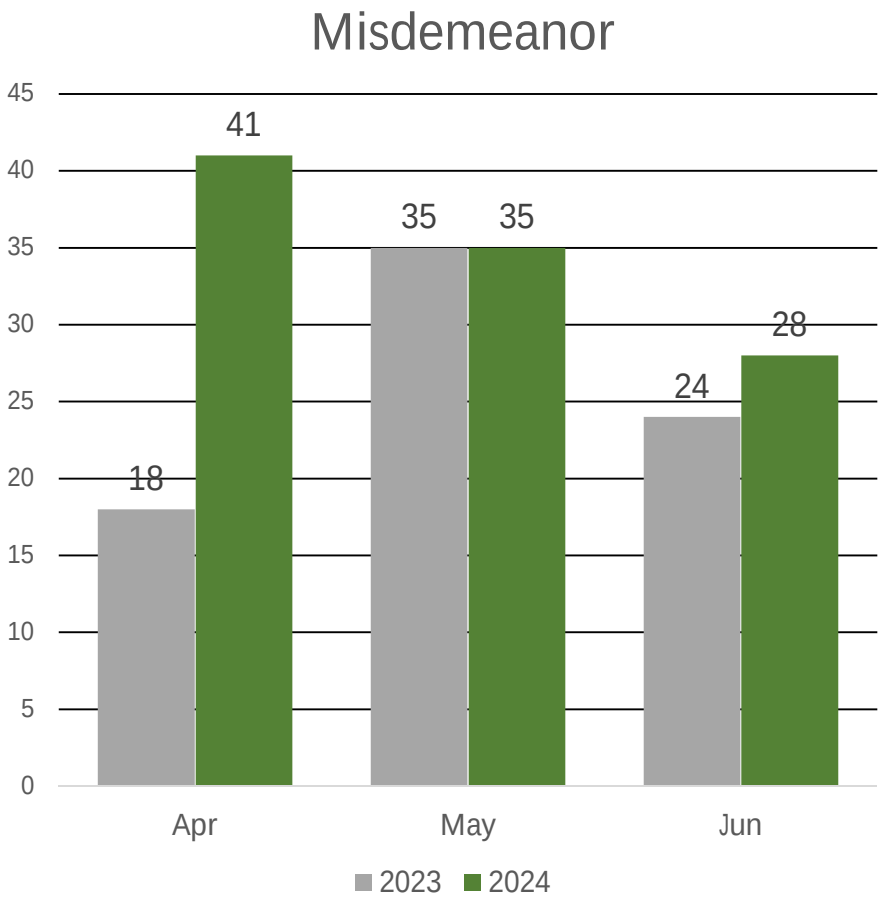

## Jun – 1,284

Jun 2023 – 1,570



# Arrests


Felony
30
25
20
15
10
5
0
16
14
21
26
13
10
Apr
May
Jun
2023
2024


Misdemeanor
45
40
35
30
25
20
15
10
5
0
18
41
35
35
24
28
Apr
May
Jun
2023
2024

# Part 1 - Property & Violent Crimes

| | Jan | Feb | Mar | Apr | May | Jun | 6-Month 2024 | 6-Month 2023 |
|---|---|---|---|---|---|---|---|---|
| Aggravated Assault | 4 | 1 | 15 | 2 | 3 | 4 | 29 | 26 |
| Robbery | 0 | 1 | 1 | 0 | 0 | 0 | 2 | 4 |
| Sex Crimes | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 6 |
| Homicide | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 |
| Burglary | 3 | 8 | 2 | 11 | 7 | 2 | 33 | 44 |
| Larceny | 22 | 10 | 19 | 19 | 22 | 17 | 109 | 142 |
| Veh Theft | 6 | 3 | 5 | 9 | 13 | 3 | 39 | 41 |

# Part 1 - Violent Crimes

| | Apr | | May | | Jun | |
|---|---|---|---|---|---|---|
| | 2023 | 2024 | 2023 | 2024 | 2023 | 2024 |
| Aggravated Assault | 2 | 2 | 2 | 3 | 3 | 4 |
| Robbery | 1 | 0 | 1 | 0 | 1 | 0 |
| Sex Crimes | 0 | 0 | 1 | 0 | 1 | 0 |
| Homicide | 0 | 1 | 0 | 0 | 0 | 0 |

# Part 1 - Property Crimes

| | Apr | | May | | Jun | |
|---|---|---|---|---|---|---|
| | 2023 | 2024 | 2023 | 2024 | 2023 | 2024 |
| Burglary | 4 | 11 | 7 | 7 | 10 | 2 |
| Larceny | 28 | 19 | 25 | 22 | 25 | 17 |
| Vehicle Theft | 4 | 9 | 6 | 13 | 8 | 3 |

# Average Response Time

| | Priority 1 | | Priority 2 | | Priority 3 | | Priority 4 | |
|---|---|---|---|---|---|---|---|---|
| | ART | CFS | ART | CFS | ART | CFS | ART | CFS |
| Apr | 5.08 | 14 | 22.64 | 318 | 42.56 | 243 | 47.67 | 121 |
| May | 7.30 | 20 | 24.38 | 281 | 42.57 | 263 | 45.53 | 174 |
| Jun | 6.56 | 17 | 25.86 | 308 | 39.42 | 249 | 55.48 | 153 |

Priority 1 calls: Threat to human life or property, which involve a high level of violence or serous injury.
Priority 2 calls: Pose or did pose immediate threat to human life or property.
Priority 3 calls: Circumstances which are neither urgent nor life threatening.
Priority 4 calls: Most past calls are considered a priority 4. (Fraud, Burglary, and Theft not in progress)

# Traffic Collisions

| | Apr | May | Jun |
|---|---|---|---|
| Total Collisions | 10 | 10 | 8 |
| Fatal Collisions | 0 | 0 | 0 |
| Total Citations | 177 | 161 | 188 |

# Staffing Levels

- 60.5 Daily Patrol Hours (accounts for 5 deputies per day/12 full-time deputies dedicated to the city.
- 2 Community Service Officers
- 1 Motor deputy
- 2 full-time Special Enforcement Team deputies
- *On any given day at peak deployment there may be up to 6 deputies and a CSO working at one time.
- * In addition to the staffing assigned to Wildomar the Lake Elsinore Sheriff's Station may have an additional (20) patrol, traffic, and SET deputies that can respond to Wildomar if needed.

# Special Enforcement Team STATS

- 63 Surveillance Operations
- 7 Probation Searches
- 32 Search Warrants
- Methamphetamine – 1.5 pounds
- Powder fentanyl – ½ pound
- M30 fentanyl pills – 9,200
- Illegal Guns -4
- 35 Arrests

# Narcotics Investigation (Cont.)

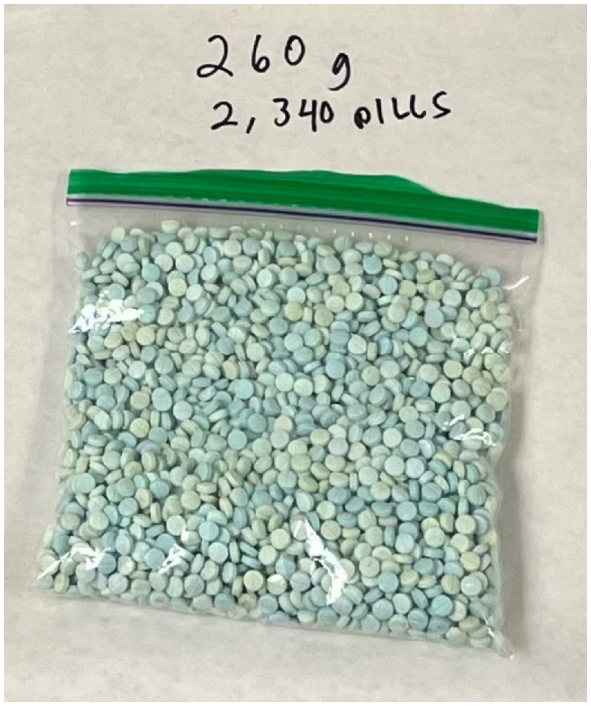
April-June

**Any further details regarding these investigations could jeopardize the cases.**




- Over 9,200 M30 fentanyl pills – Worth about $10 each street value.
- Over $95,000 in street value seized
- Over ½ pound of powder fentanyl.
- Two arrests made






SHERIFF
RIVERSIDE COUNTY
14

**SUBJECT:** Fire Department Quarterly Update

**ACTION:**
Receive and File.

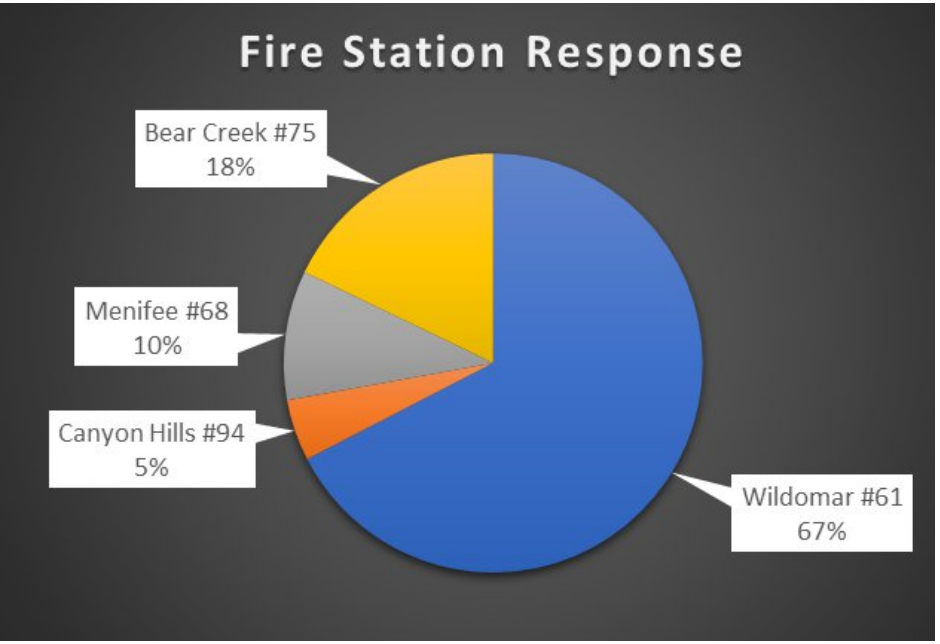
**FISCAL IMPACT:**
As this is merely a report on activities, it does not have any fiscal impact.

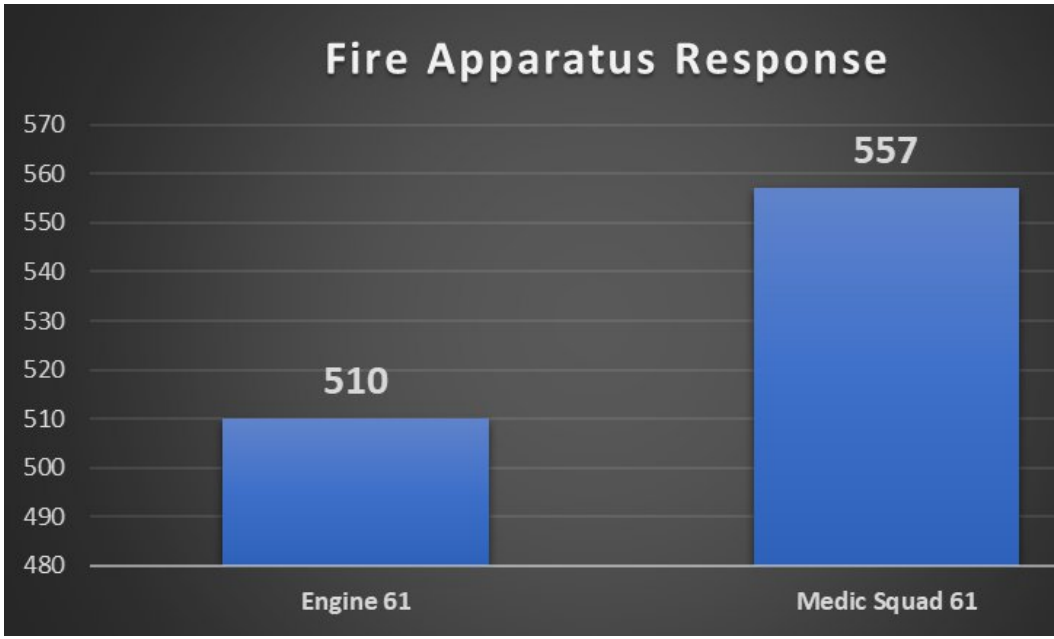
**ACCOUNT CODE:**
100-460-4710
120-460-4710

**ATTACHMENTS:**
A. Presentation - April - June 2024


CITY OF WILDOMAR
Est. 1886
Inc. 2008
CAL FIRE
SINCE 1885
RIVERSIDE COUNTY
FIRE DEPARTMENT
CAL FIRE / Riverside County Fire Quarterly Report

- 936 Calls for service
- 4.9 Minute emergency response time



# WILDOMAR FIRE MARSHALS OFFICE

- 61 Plan reviews
- 1,009 Fire Inspections
  *719 Weed Abatement
- 14 Day plan review turnaround time
- 5 Day fire inspection turnaround







**2024 Fire and Safety Expo & Firefighter Demolition Derby**

Burn Institute®

- @ San Diego County Fair at the Del Mar Fairgrounds
- Proceeds went to the Burn Institute supporting burn prevention education &

`Our Fire Crews raised a record $12,000 for charity!`

# City of Wildomar
# CAL FIRE Riverside County Fire Department



**SUBJECT:** Wildomar Library Quarterly Update

**ACTION:**
Receive and File.

**FISCAL IMPACT:**
As this is only a, update, it does not have any fiscal impact.

**ATTACHMENTS:**
1. Presentation - Wildomar Library April - June 2024

# Wildomar Library Report

## Second Quarter:
## April May June 2024



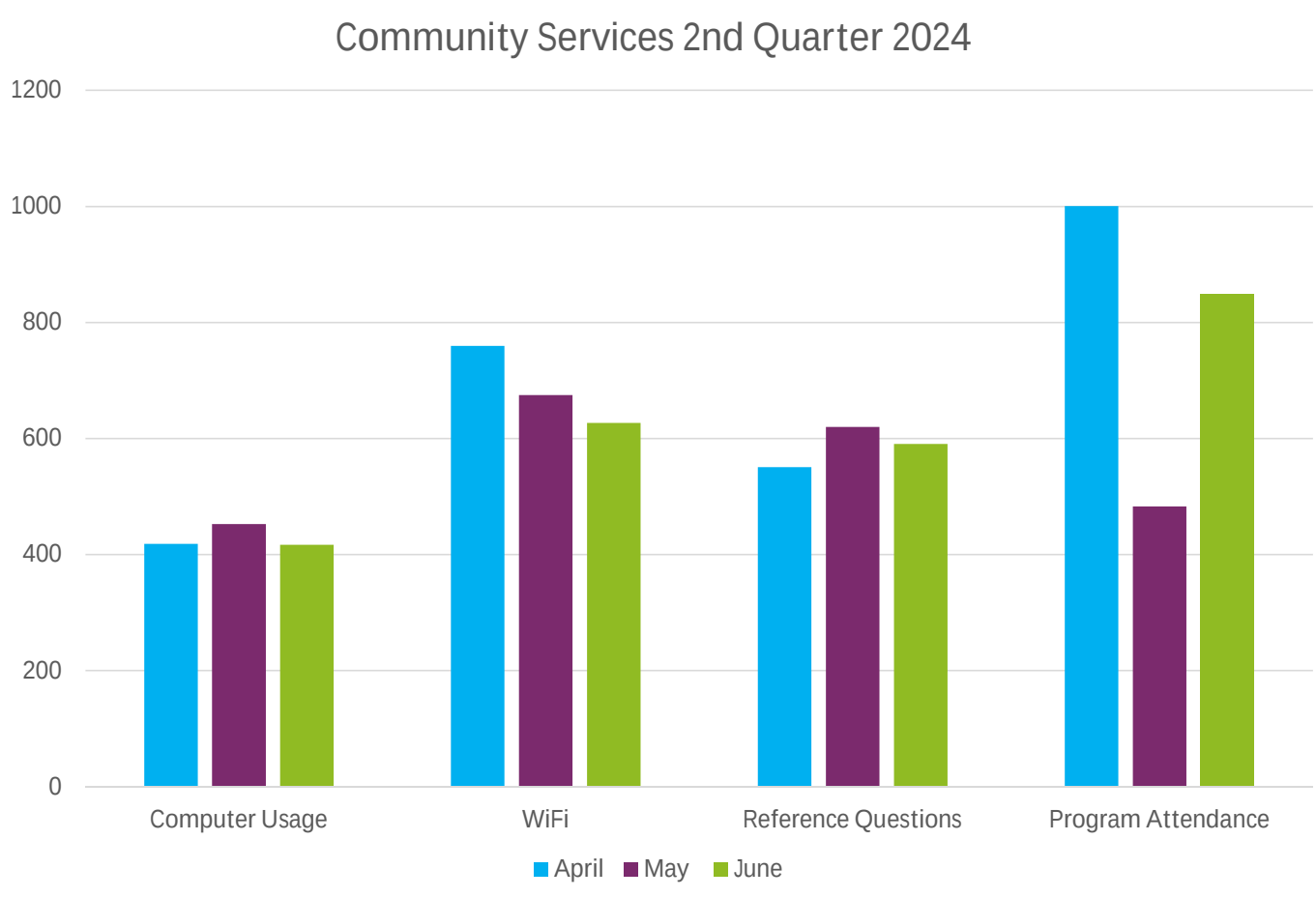
# Community Services

Computer Usage
419 / 453 / 417 = 1,289

WiFi Sessions
760/ 675 / 627 = 2,062

Reference Questions
551/ 620 / 591 = 1,762

Program Attendance
1,001/ 483 / 849 = 1,762

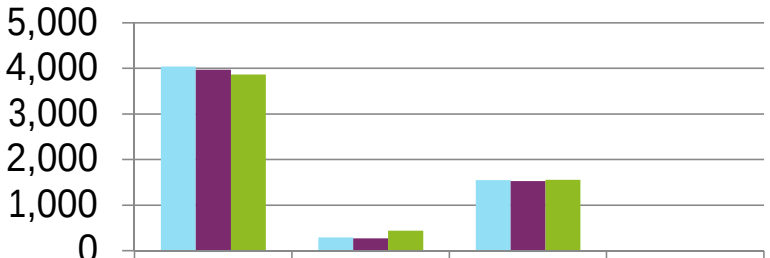


# Literacy and Educational Services



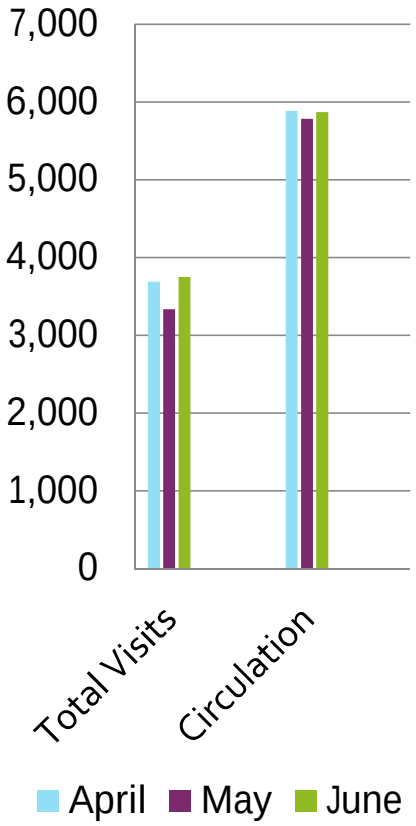
- Total Visits 3,691/ 3,337 / 3,755 = 11,360
- Circulation 5,891 / 5,786 / 5,873 = 28,910
- Total Programs 30 / 33/ 33 = 96
- New Memberships 89 / 61 / 97 = 247
- Total Open Hours 196 / 196 / 185 = 577

## Circulation by Age Category




| | Child | YA | Adult | |
|---|---|---|---|---|
| April | 4,043 | 296 | 1,552 | |
| May | 3,977 | 278 | 1,531 | |
| June | 3,869 | 442 | 1,562 | |

## Library Traffic



## Contact Us!

InfoWIL@rivlib.net
951-471-3855

## Visit Us!

34303 Mission Trail, Wildomar
www.rivlib.net

## Follow Us!

Facebook, Instagram



**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**DEPARTMENT REPORT**

**Meeting Date: August 14, 2024**

**SUBJECT:** Economic Development Legislative Update

**SUBMITTED BY:** Kimberly Davidson, Economic Development Director & Public Information Officer

**PREPARED BY:** Kimberly Davidson, Economic Development Director & Public Information Officer

**ACTION:**
Receive and File.

**ATTACHMENTS:**
Legislative Update_8-14-2024.pptx
Legislative Update_MWCoC Bill Positions_2024.pdf
Housing and Comm Dev_Legislative Summary 2024.pdf



# Legislative Update

August 14, 2024

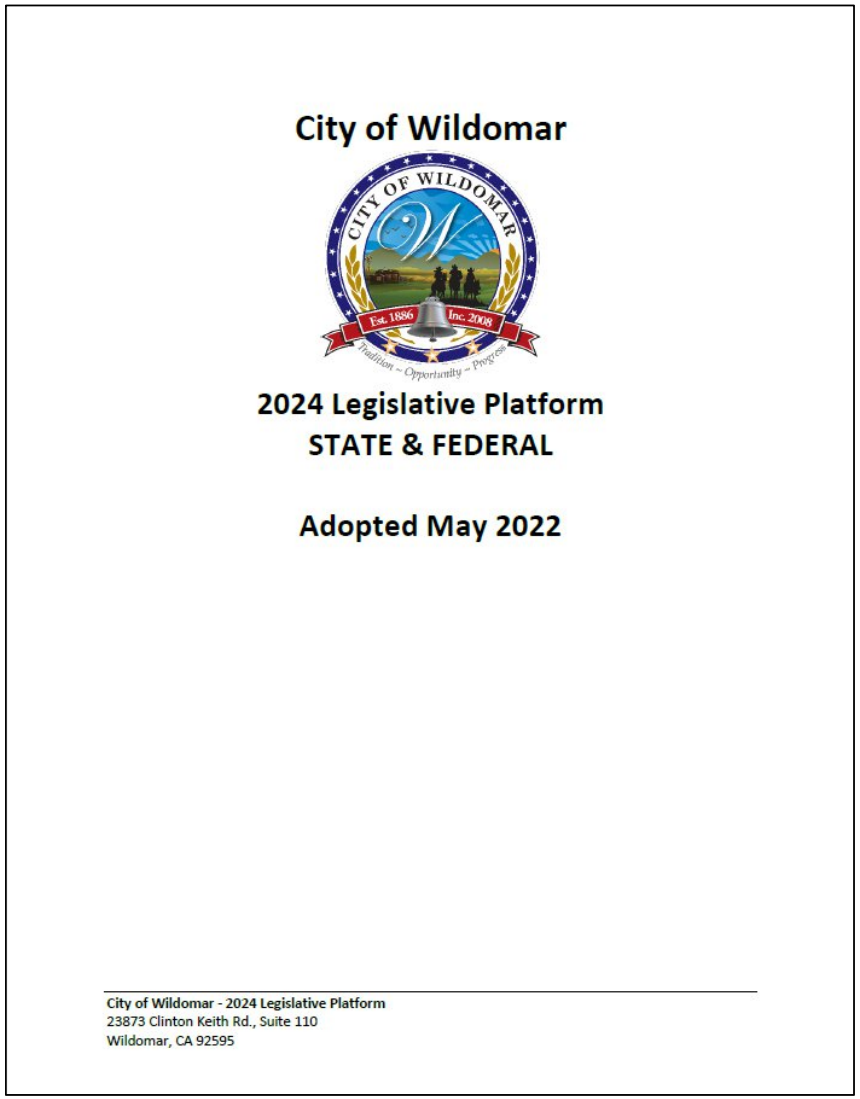
**Kimberly Davidson**
Economic Development Director
& Public Information Officer
City of Wildomar

# Wildomar's Legislative Platform

Adopted May 2022

## Overarching Guidelines

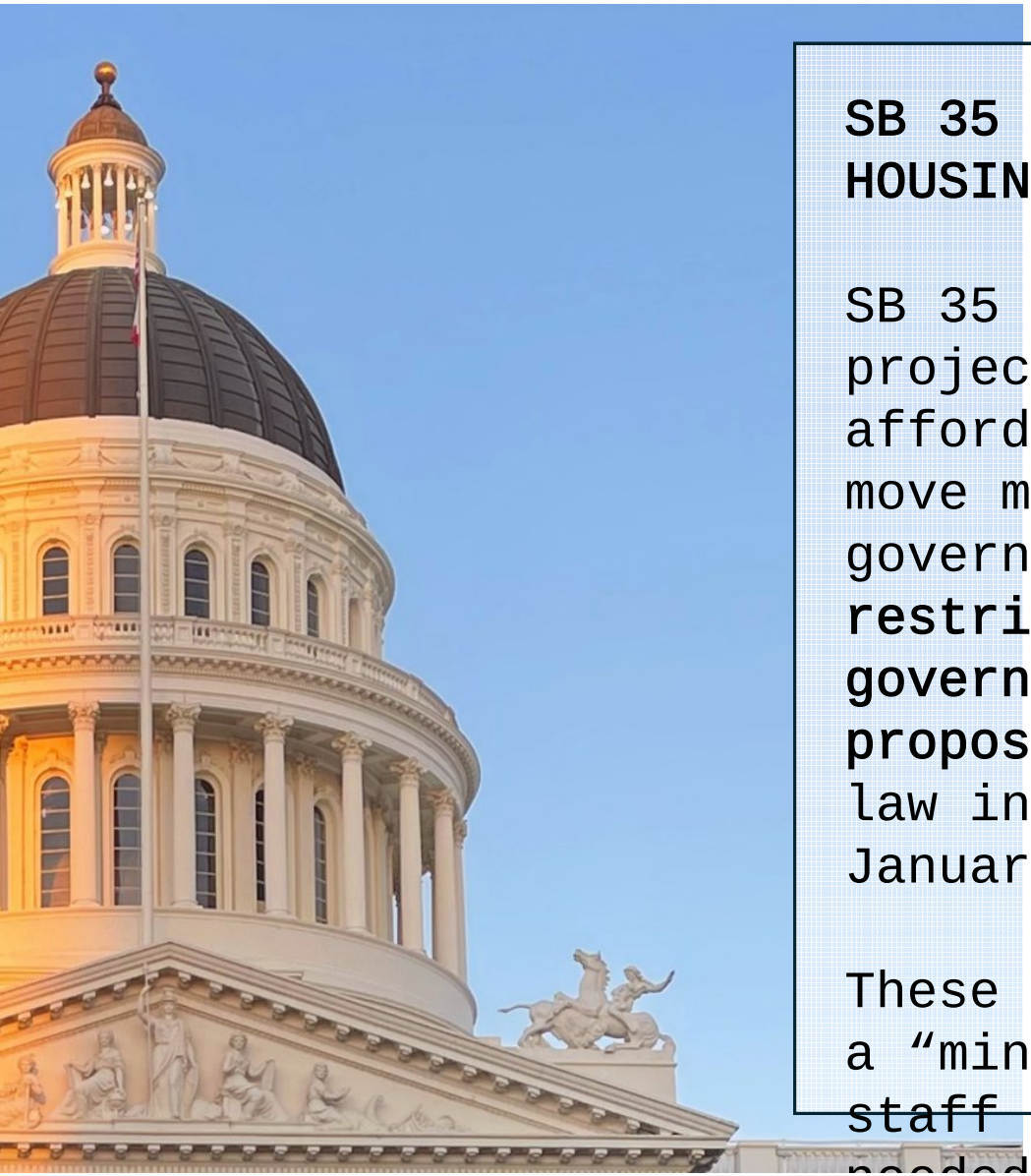
1. Preservation of Local Control
2. Promotion of Fiscal Stability
3. Support Funding Opportunities


City of Wildomar

2024 Legislative Platform
STATE & FEDERAL

Adopted May 2022

City of Wildomar - 2024 Legislative Platform
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595

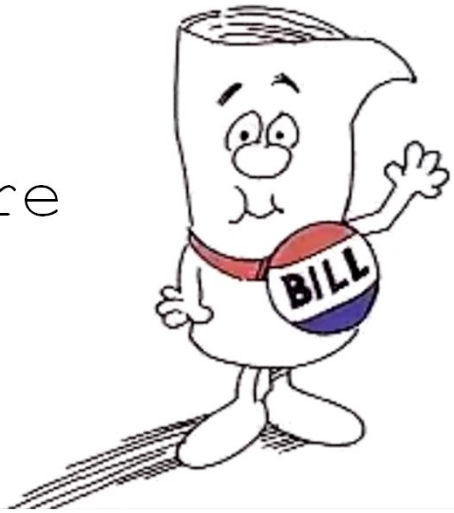


## SB 35 STREAMLINED AFFORDABLE HOUSING

SB 35 allows qualifying development projects with certain minimum affordable housing guarantees to move more quickly through the local government review process and **restricts the ability of local governments to reject these proposals.** The bill was signed into law in 2017 and became effective on January 1, 2018.

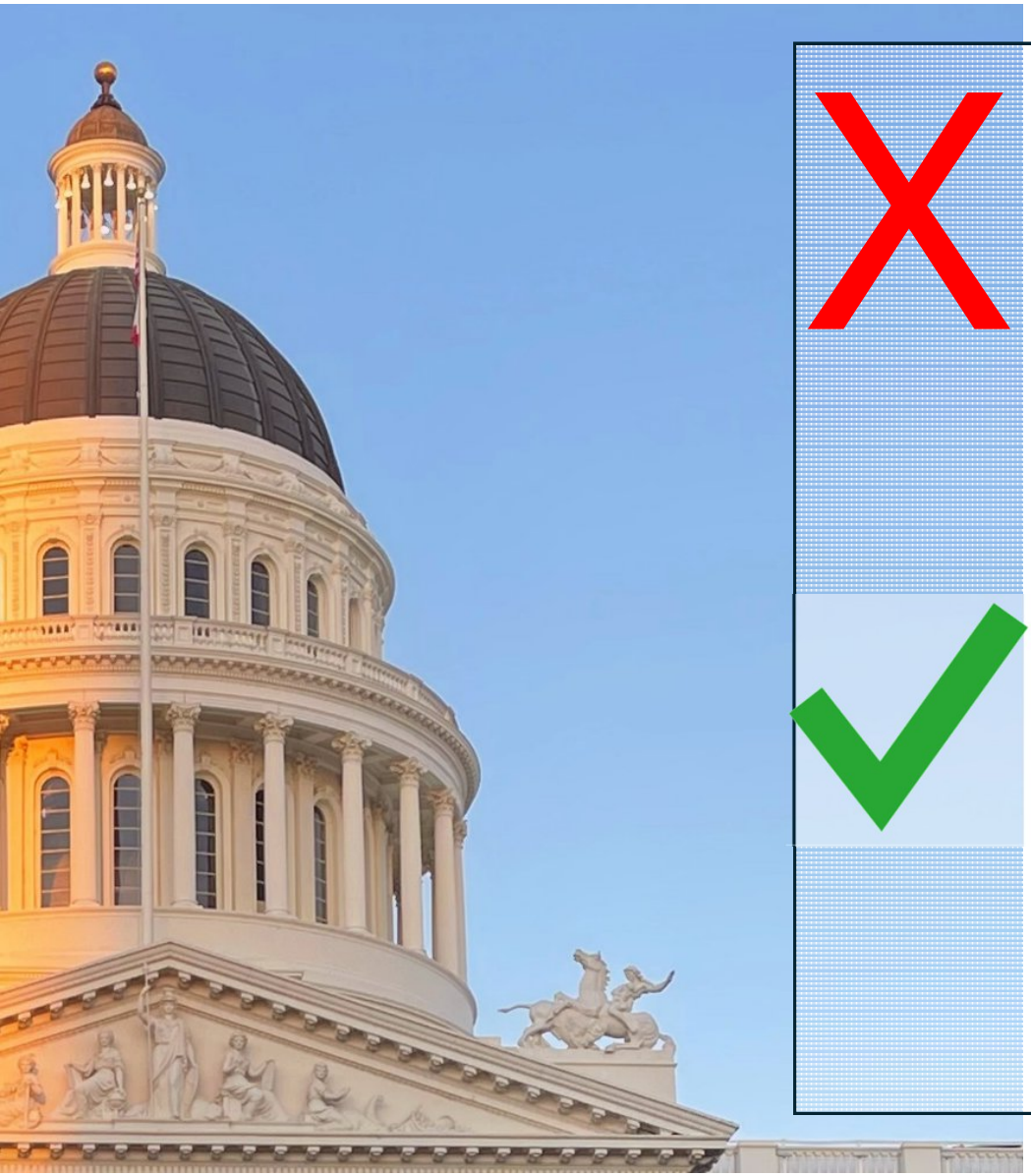
These projects must be processe
a "ministerial approval" (i.e.,
staff level) with no public hea
needed

2,159 bills have been introduced in the legislature so far this year.



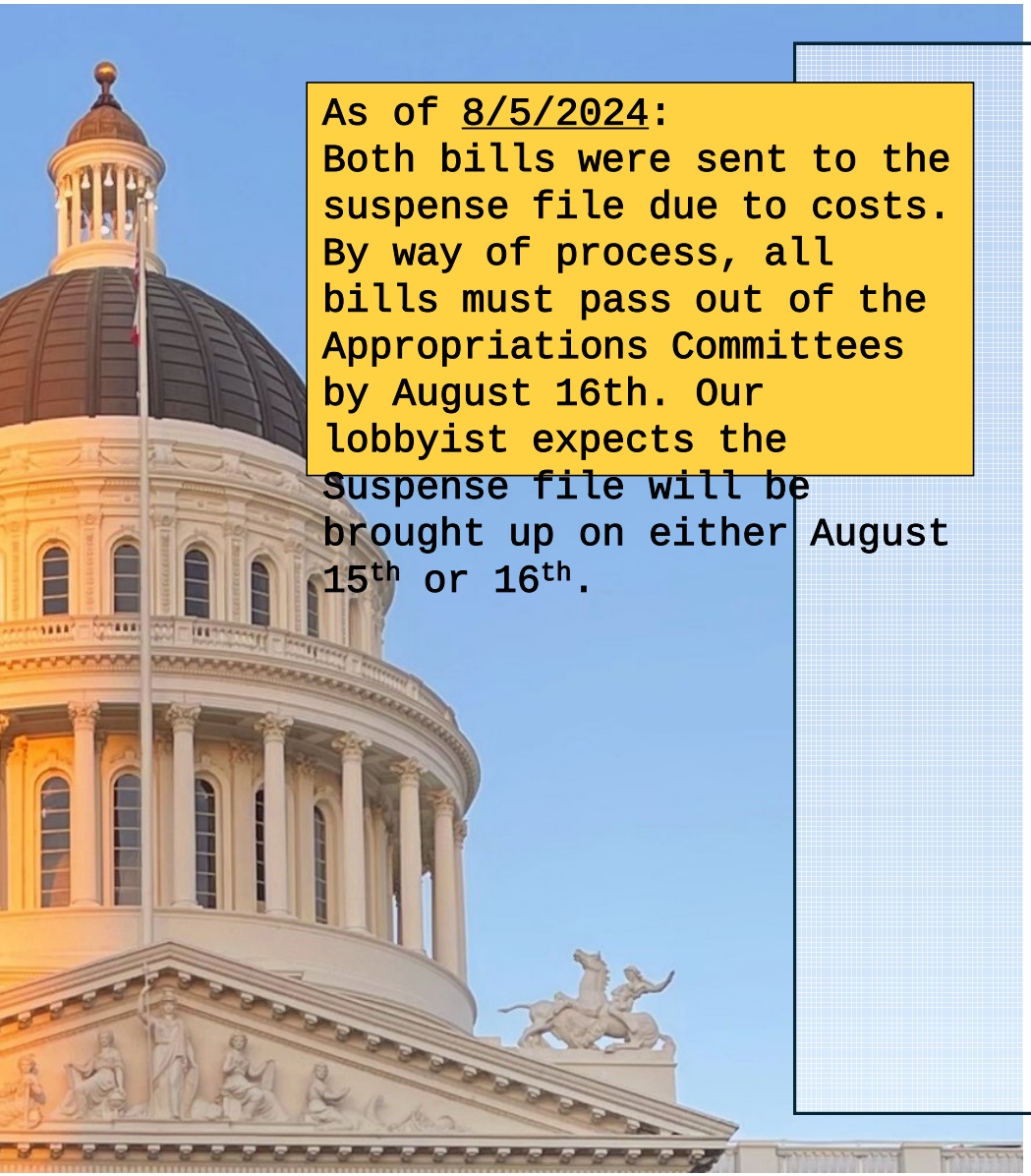

- 1,520 in the Assembly
- 639 in the Senate





**SB 1494** (Glazer) which would have prohibited cities from entering a sales tax rebate agreement with a retailer starting next year and voided all existing agreements on January 1, 2030, failed passage on the Senate floor.

**SB 1044** (Seyarto) Beginning January 1, 2025, this Bill increases the monthly limit on bingo overhead costs from $3,000 per month and makes annual adjustments based on



As of 8/5/2024:
Both bills were sent to the suspense file due to costs. By way of process, all bills must pass out of the Appropriations Committees by August 16th. Our lobbyist expects the Suspense file will be brought up on either August 15th or 16th.

**AB 2557** (Ortega) - Creates new, burdensome and bureaucratic mandates on service providers to local governments (e.g. restricting contracts with nonprofits and community-based organizations that provide homeless services, mental health programs, foster care, 9-1-1 dispatching, emergency response, and more.)

**AB 2561** (McKinnor) - Requires local agencies with bargaining unit vacancy rates exceeding 10% to implement a plan to hire fill every single one

# TRACKING THE BILLS

- Gonsalves & Son (Lobbyist)
- League of California Cities
- Burke, Williams & Sorensen, LLP
- Avenu Insights & Analytics
- Southwest California Legislative Council (SWCLC) & Murrieta/Wildomar Chamber of Commerce (Tracking 70 bills, included as attachment)
- Direct Requests from “Partner” Agencies

YOU can track them, too:
https://leginfo.legislature.ca.gov/

In addition, Bill hearings for the Senate and Assembly can be followed and watched at:
www.senate.ca.gov
www.assembly.ca.gov

| | | | |
|---|---|---|---|
| 03/06/24 | **SUPPORT: CPF Funding for State Route 79 Realignment Project** | Riverside County Transportation Commission's (RCTC) Community Project Funding (CPF) request for $5 million to fund the State Route 79 (SR-79) Realignment Project (Project). | Support |
| 03/06/24 | **SUPPORT: CPF Funding for I-15 Express Lanes Project Southern Extension** | Riverside County Transportation Commission's (RCTC) Community Project Funding (CPF) request for $3 million to advance the Interstate (I) 15 Express Lanes Project Southern Extension (Project). | Support |
| 03/06/24 | **SUPPORT: CPF Funding for State Route 91 Eastbound Corridor Operations Project** | Riverside County Transportation Commission's (RCTC) Community Project Funding (CPF) request for $4 million to fund the State Route 91 Eastbound Corridor Operations Project (91 ECOP). | Support |
| 03/06/24 | **SUPPORT: CDS Funding for I-15 Express Lanes Project Southern Extension** | Riverside County Transportation Commission's (RCTC) Congressionally Directed Spending (CDS) request for $3 million to advance the Interstate (I) 15 Express Lanes Project Southern Extension (Project). | Support |
| 03/06/24 | **SUPPORT: Keller Interchange Right-of-Way Acquisition Project** | Support of the City of Murrieta's request for community project funding and congressionally directed spending for the Right-of-Way Acquisition phase of the Keller Interchange Project. | Support |
| 03/19/24 | **SUPPORT: Temecula: (1) Diaz Road Expansion, (2) Rancho California Landscaped Medians, and (3) Uptown Temecula Regional Sports Park** | Support of the City of Temecula's request for community project funding of their projects: (1) Diaz Road Expansion, (2) Rancho California Landscaped Medians, and (3) Uptown Temecula Regional Sports Park | Support |
| 03/26/24 | **SUPPORT: Community Project Funding - Elsinore Valley Municipal Water District Drinking Water Sustainability Phase 1 Project** | Support for the Elsinore Valley Municipal Water District (EVMWD) Drinking Water Sustainability Phase 1 Project. | Support |
| 04/29/24 | **SUPPORT: Interstate 15/French Valley Parkway Improvements Project – Phase 3** | Support for the City of Temecula to the United States Department of Transportation (USDOT) Nationally Significant Multimodal Freight and Highway Projects (INFRA) Discretionary Grant Opportunity for the Interstate 15 / French Valley Parkway Improvements – Phase 3 (Project). | Support |
| 04/30/24 | **SUPPORT: Funding for City of Murrieta for its Interstate 215 (I-215) /Keller Road Interchange project** | Support of the City of Murrieta's application for funding for its Interstate 215 (I-215) /Keller Road Interchange project from the Multimodal Project Discretionary grant, INFRA subcategory, administered by the Department of Transportation. | Support |
| 06/05/24 | **SUPPORT: Temecula's ATP Cycle 7 Grant – Temecula Creek Southside Trail** | Support for the City of Temecula's project application for the Temecula Creek Southside Trail for Caltrans' Cycle 7 ATP. | Support |
| 06/12/24 | **SUPPORT: Funding for programs at the Temecula Valley Campus of California State University San Marcos (CSUSM).** | Support for Community Project Funding from the Commerce, Science, Justice Subcommittee to expand software engineering degree programs at the Temecula Valley Campus of California State University San Marcos (CSUSM). | Support |

# 2024 Letters of Support



# Assembly Member Kate Sanchez

71st Assembly District
https://ad71.asmrc.org/

State Capitol Office
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0071
Phone - 916-319-2071

Satellite District Office
24630 Washington Ave, Suite 202
Murrieta, CA 92562
Phone - 951-696-0002



# Senator Kelly Seyarto

32nd District
https://sr32.senate.ca.gov/

Capitol Office
1021 O Street, Suite 7120
Sacramento, CA 95814
Phone: 916-651-4032

Murrieta District Office
24640 Jefferson Avenue, Suite 202
Murrieta, CA 92562
Phone: (951) 894-2220
Fax: (951) 894-3536

MURRIETA/WILDOMAR
CHAMBER OF COMMERCE

**AB 68** (Ward, D) **Land use: streamlined housing approvals: density, subdivision, and utility approvals.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Oppose

**AB 306** (Sanchez, R) **Office of Small Business Advocate: one-stop capital shop online platform.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Support

**AB 538** (Holden, D) **Multistate regional transmission system organization: membership.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Support

**AB 539** (Nguyen, Stephanie, D) **Unruh Civil Rights Act: high-frequency litigants.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Support

**AB 627** (Jackson, D) **Drayage trucks: voucher incentive project.**
**Status:** 07/02/2024 - Failed Deadline pursuant to Rule 61(b)(13). (Last location was E.Q. on 5/1/2024)
**Position:** Oppose

**AB 1000** (Reyes, D) **Qualifying logistics use projects.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Oppose

**AB 1156** (Bonta, D) **Workers' compensation: hospital employees.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Oppose

**AB 1669** (Quirk-Silva, D) **California Historically Significant Commercial District Act.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Support

**AB 1714** (Wood, D) **Public utilities: broadband service providers.**
**Status:** 02/01/2024 - From committee: Filed with the Chief Clerk pursuant to Joint Rule 56.
**Position:** Oppose

**AB 1779 (Irwin, D) Theft: jurisdiction.**

**Status:** 07/01/2024 - Read second time. Ordered to third reading.
**Position:** Support

**AB 1819 (Waldron, R) Enhanced infrastructure financing districts: public capital facilities: wildfires.**

**Status:** 06/27/2024 - Read second time and amended. Ordered to third reading.
**Position:** Support

**AB 1867 (Sanchez, R) Personal Income Tax Law: deductions: homeowners' insurance premiums.**

**Status:** 04/29/2024 - In committee: Set, second hearing. Held under submission.
**Position:** Support

**AB 1886 (Alvarez, D) Housing Element Law: substantial compliance: Housing Accountability Act.**

**Status:** 07/01/2024 - In committee: Hearing postponed by committee. From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.
**Position:** Watch

**AB 1928 (Sanchez, R) Worker classification: employees and independent contractors.**

**Status:** 04/25/2024 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. & E. on 2/12/2024)
**Position:** Support

**AB 1990 (Carrillo, Wendy, D) Criminal procedure: arrests: shoplifting.**

**Status:** 07/02/2024 - Failed Deadline pursuant to Rule 61(b)(13). (Last location was PUB. S. on 6/5/2024)
**Position:** Support

**AB 2011 (Bauer-Kahan, D) Unlawful employment practices: small employer family leave mediation program: reproductive loss leave.**

**Status:** 07/18/2024 - Chaptered by Secretary of State - Chapter 147, Statutes of 2024
**Position:** Support

**AB 2079 (Bennett, D) Groundwater extraction: large-diameter, high-capacity water wells: permits.**

**Status:** 07/02/2024 - Failed Deadline pursuant to Rule 61(b)(13). (Last location was N.R. & W. on 5/29/2024)
**Position:** Oppose

**AB 2179 (Davies, R) Pupil services: local apprenticeship programs and preapprenticeship programs: notification of parents or guardians.**

**Status:** 07/02/2024 - Chaptered by Secretary of State - Chapter 62, Statutes of 2024
**Position:** Support

**AB 2200 (Kalra, D) Guaranteed Health Care for All.**

**Status:** 05/16/2024 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/15/2024)
**Position:** Oppose

**AB 2294 (Schiavo, D) Personal Income Tax Law: Corporation Tax Law: New Employment Credit.**

**Status:** 04/01/2024 - In committee: Set, first hearing. Hearing canceled at the request of author.
**Position:** Support

**AB 2371 (Carrillo, Juan, D) Electrified security fences.**

**Status:** 07/03/2024 - From committee: Amend, and do pass as amended. (Ayes 7. Noes 0.) (July 3).
**Position:** Watch

**AB 2374 (Haney, D) Displaced janitors.**

**Status:** 07/03/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 2.) (July 2). Re-referred to Com. on APPR.
**Position:** Oppose

**AB 2448 (Jackson, D) Electric Vehicle Economic Opportunity Zone: County of Riverside.**

**Status:** 06/24/2024 - Withdrawn from committee. Re-referred to Com. on APPR.
**Position:** Support

**AB 2499 (Schiavo, D) Employment: unlawful discrimination and paid sick days: victims of violence.**

**Status:** 07/03/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (July 3). Re-referred to Com. on APPR.
**Position:** Oppose

**AB 2550 (Gabriel, D) Business establishments: building standards: retail food safety.**

**Status:** 07/03/2024 - From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (July 2). Re-referred to Com. on APPR.
**Position:** Support

**AB 2557 (Ortega, D) Local agencies: contracts for special services and temporary help: performance reports.**

**Status:** 07/03/2024 - From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 3. Noes 2.) (July 3). Read second time and amended. Re-referred to Com. on APPR.
**Position:** Oppose

**AB 2751 (Haney, D) Employer communications during nonworking hours.**

**Status:** 05/16/2024 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/8/2024)
**Position:** Oppose

**AB 2827 (Reyes, D) Invasive species: prevention.**

**Status:** 06/26/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (June 25). Re-referred to Com. on APPR.
**Position:** Support

**AB 2829 (Papan, D) Digital Advertising Services Tax Law.**

**Status:** 04/29/2024 - In committee: Set, first hearing. Referred to REV. & TAX. suspense file. In committee: Set, second hearing. Held under submission.
**Position:** Oppose

**AB 2847 (Addis, D) Electrical and gas corporations: capital expenditures: request for authorization or recovery.**

**Status:** 07/03/2024 - From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 15. Noes 3.) (July 2). Read second time and amended. Re-referred to Com. on APPR.
**Position:** Oppose

**AB 2863 (Schiavo, D) Automatic renewal and continuous service offers.**

**Status:** 06/27/2024 - Read second time and amended. Ordered to third reading.
**Position:** Oppose

**AB 2873 (Garcia, D) Breaking Barriers to Employment Initiative: grants.**

**Status:** 07/01/2024 - In committee: Referred to suspense file.
**Position:** Support

**AB 2876** (Berman, D) **Pupil instruction: media literacy: artificial intelligence literacy: curriculum frameworks: instructional materials.**

**Status:** 06/25/2024 - Read second time. Ordered to third reading.
**Position:** Support

**AB 2922** (Garcia, D) **Economic development: capital investment incentive programs.**

**Status:** 07/03/2024 - From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 3). Read second time and amended. Re-referred to Com. on APPR.
**Position:** Support

**AB 2943** (Zbur, D) **Crimes: shoplifting.**

**Status:** 07/01/2024 - Read second time. Ordered to third reading.
**Position:** Support

**ACA 16** (Bryan, D) **Environmental rights.**

**Status:** 06/06/2024 - Read third time and amended. Ordered to third reading.
**Position:** Oppose

**SB 12** (Stern, D) **California Global Warming Solutions Act of 2006: emissions limit.**

**Status:** 02/01/2024 - Returned to Secretary of Senate pursuant to Joint Rule 56.
**Position:** Oppose

**SB 230** (Seyarto, R) **Income tax: health savings accounts.**

**Status:** 07/01/2024 - July 1 hearing. Held in committee and under submission.
**Position:** Support

**SB 330** (Niello, R) **Labor Code Private Attorneys General Act of 2004.**

**Status:** 02/01/2024 - Returned to Secretary of Senate pursuant to Joint Rule 56.
**Position:** Support

**SB 556** (Gonzalez, D) **Oil and gas wells: health protection zones: civil liability.**

**Status:** 02/01/2024 - Returned to Secretary of Senate pursuant to Joint Rule 56.
**Position:** Oppose

**SB 571** (Allen, D) **Fire safety: ingress and egress route recommendations: report.**

**Status:** 07/08/2024 - From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (July 1). Read second time and amended. Re-referred to Com. on APPR. (Amended text released 7/10/2024)
**Position:** Oppose

**SB 703** (Niello, R) **Employment: work hours: flexible work schedules.**

**Status:** 01/12/2024 - Failed Deadline pursuant to Rule 61(b)(1). (Last location was L.,P.E. & R. on 04/26/2023)
**Position:** Support

**SB 881** (Alvarado-Gil, D) **Paid sick days: accrual and use.**

**Status:** 02/01/2024 - Returned to Secretary of Senate pursuant to Joint Rule 56.
**Position:** Support

**SB 893** (Padilla, D) **California Artificial Intelligence Research Hub.**

**Status:** 07/03/2024 - From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (July 2). Read second time and amended. Re-referred to Com. on APPR.
**Position:** Support

**SB 895** (Roth, D) **Community colleges: Baccalaureate Degree in Nursing Pilot Program.**

**Status:** 07/03/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 1.) (July 2). Re-referred to Com. on APPR.
**Position:** Support

**SB 903** (Skinner, D) **Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.**

**Status:** 05/16/2024 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 4/29/2024)
**Position:** Watch

**SB 936** (Seyarto, R) **Office of Planning and Research: study: road safety projects.**

**Status:** 07/02/2024 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 15. Noes 0.) (July 1). Re-referred to Com. on APPR.
**Position:** Support

**SB 937** (Wiener, D) **Development projects: permits and other entitlements: fees and charges.**

**Status:** 06/27/2024 - Read second time and amended. Re-referred to Com. on APPR.
**Position:** Support

**SB 955** (Seyarto, R) **Office of Planning and Research: Infrastructure Gap-Fund Program.**

**Status:** 05/16/2024 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 4/15/2024)
**Position:** Support

**SB 968** (Seyarto, R) **Planning and zoning: regional housing needs allocation.**

**Status:** 04/25/2024 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was HOUSING on 2/14/2024)
**Position:** Support

**SB 983** (Wahab, D) **Energy: gasoline stations and alternative fuel infrastructure.**

**Status:** 07/02/2024 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 15. Noes 0.) (July 1). Re-referred to Com. on APPR.
**Position:** Support

**SB 986** (Seyarto, R) **Ballot label: bond measure fiscal impact.**

**Status:** 04/25/2024 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was E. & C.A. on 2/14/2024)
**Position:** Support

**SB 1047** (Wiener, D) **Safe and Secure Innovation for Frontier Artificial Intelligence Models Act.**

**Status:** 07/03/2024 - Read second time and amended. Re-referred to Com. on APPR.
**Position:** Oppose

**SB 1075** (Bradford, D) **Credit unions: overdraft and nonsufficient funds fees.**

**Status:** 07/02/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 1). Re-referred to Com. on APPR.
**Position:** Oppose

**SB 1086** (Seyarto, R) **Sales and Use Tax Law: motor vehicle fuel tax: sales price: gross receipts.**

**Status:** 04/10/2024 - April 10 set for first hearing. Failed passage in committee. (Ayes 2. Noes 4.) Reconsideration granted.
**Position:** Support

**SB 1116** (Portantino, D) **Unemployment insurance: trade disputes: eligibility for benefits.**

**Status:** 07/02/2024 - Failed Deadline pursuant to Rule 61(b)(13). (Last location was INS. on 6/3/2024)
**Position:** Oppose

**SB 1152** (Limón, D) **State Fire Marshal: fire safety: regulations: lithium-based battery systems: telecommunications infrastructure.**

**Status:** 06/26/2024 - Read second time and amended. Re-referred to Com. on APPR.
**Position:** Support

**SB 1159** (Dodd, D) **California Environmental Quality Act: roadside wildfire risk reduction projects.**

**Status:** 07/02/2024 - July 2 set for first hearing. Placed on suspense file.
**Position:** Support

**SB 1193** (Menjivar, D) **Airports: leaded aviation gasoline.**

**Status:** 06/27/2024 - Read second time and amended. Re-referred to Com. on APPR.
**Position:** Oppose

**SB 1244** (Newman, D) **Pupil instruction: dual enrollment: College and Career Access Pathways partnerships.**

**Status:** 06/26/2024 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 7. Noes 0.) (June 26). Re-referred to Com. on APPR.
**Position:** Support

**SB 1299** (Cortese, D) **Farmworkers: benefits.**

**Status:** 06/26/2024 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 3.) (June 26). Re-referred to Com. on APPR.
**Position:** Oppose

**SB 1321** (Wahab, D) **Employment Training Panel: employment training program: projects and proposals.**

**Status:** 07/02/2024 - July 2 set for first hearing. Placed on suspense file.
**Position:** Oppose

**SB 1327** (Glazer, D) **Income taxation: credits: local news media: data extraction transactions.**

**Status:** 06/27/2024 - Read third time. Urgency clause adopted. Passed. (Ayes 27. Noes 7.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.
**Position:** Oppose

**SB 1345** (Smallwood-Cuevas, D) **Employment discrimination: criminal history information.**

**Status:** 04/25/2024 - Failed Deadline pursuant to Rule 61(b)(5). (Last location was JUD. on 4/3/2024)
**Position:** Oppose

**SB 1361** (Blakespear, D) **California Environmental Quality Act: exemption: local agencies: contract for providing services for people experiencing homelessness.**

**Status:** 06/27/2024 - Read second time. Ordered to consent calendar.
**Position:** Support

**SB 1388** (Archuleta, D) **Education finance: community colleges: general fund balance.**

**Status:** 05/16/2024 - Failed Deadline pursuant to Rule 61(b)(8). (Last location was APPR. SUSPENSE FILE on 5/6/2024)
**Position:** Oppose

**SB 1391** (Rubio, D) **Teachers: preparation and retention data.**

**Status:** 06/26/2024 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 7. Noes 0.) (June 26). Re-referred to Com. on APPR.
**Position:** Support

**SB 1432** (Caballero, D) **Health facilities: seismic standards.**

**Status:** 06/27/2024 - Read second time and amended. Re-referred to Com. on APPR.

**Position:** Support

**SB 1434 (Durazo, D) Unemployment insurance: benefit and contribution changes.**

**Status:** 04/17/2024 **-** April 24 set for first hearing canceled at the request of author.
**Position:** Oppose

**SB 1446 (Smallwood-Cuevas, D) Grocery retail store and retail drug establishment employees: self-service checkout and consequential workplace technology.**

**Status:** 07/08/2024 **-** From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 7. Noes 3.) (July 2). Read second time and amended. Re-referred to Com. on APPR. (Amended text released 7/10/2024)
**Position:** Oppose

Total Measures: 70
Total Tracking Forms: 70

MURRIETA/WILDOMAR
CHAMBER OF COMMERCE

**LNG Ban Coalition Letter**
**March 18th, 2024**
US Chamber of Commerce Coalition Letter requesting the US Department of Energy to reverse its ban on reviews for new Liquefied Natural Gas (LNG) export licenses.

**INVEST CLEAN**
**April 19th, 2024**
Letter to the South Coast Air Quality Management District (SCAQMD) supporting their bid for the Climate Pollution Reduction Grant (CPRG) from the US EPA. Their Infrastructure, Vehicles, and Equipment Strategy for Climate Equity, Air Quality, and National Competitiveness (INVEST CLEAN) Project aligns with state and federal plans and drives a zero-emission goods movement through the Southern California corridor.

**Digital Trade Rules Letter**
**June 12th, 2024**
US Chamber of Commerce Coalition Letter to the White House National Security Council and National Economic Council urging them to reverse course and support strong Digital Trade Rules approved by Congress in past trade agreements.

**Non-Compete Delay Request**
**May 21st, 2024**
US Chamber of Commerce coalition request to the FTC to delay the implementation of Non-Compete Agreement Bans amidst ongoing litigation involving the US Chamber and the lack of guidance on the implications to businesses.

**Prove It Act of 2024**
**May 20th, 2024**
Coalition Letter with the US Chamber of Commerce requesting the passage of HR 7198 which would ease regulatory burdens on Small Businesses, closing loopholes that allow federal regulators to misrepresent costs, and require those regualtors to consider those costs in rulings and decisions.

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# Housing & Community Development Legislative Summary
# August 2024

**AB 1657** **(Wicks D) The Affordable Housing Bond Act of 2024.**
**Current Text:** Amended: 3/4/2024 html pdf
**Introduced:** 2/17/2023
**Status:** 3/4/2024-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.
**Location:** Senate Appropriations
**Calendar:**

| Desk | Policy | Fiscal | Floor | Desk | Policy | Fiscal | Floor | Conf. | Enrolled | Vetoed | Chaptered |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1st House | | | | 2nd House | | | | Conc. | | | |

**Summary:** Current law authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. This bill would enact the Affordable Housing Bond Act of 2024, which, if adopted, would authorize the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and homeownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. This bill would provide for submission of the bond act to the voters at the March 5, 2024, statewide general election in accordance with specified law.

**AB 1820** **(Schiavo D) Housing development projects: applications: fees and exactions.**
**Current Text:** Amended: 6/5/2024 html pdf
**Introduced:** 1/11/2024
**Status:** 7/3/2024-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 2). Re-referred to Com. on APPR.
**Location:** Senate Appropriations
**Calendar:**

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**Summary:** Current law requires a city or county to deem an applicant for a housing development project to have submitted a preliminary application upon providing specified information about the proposed project to the city or county from which approval for the project is being sought. Current law requires a housing development project be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted. This bill would authorize a development proponent that submits a preliminary application for a housing development project to request a preliminary fee and exaction estimate, as defined, and would require a city, county, or city and county to provide the estimate within 30 business days of the submission of the preliminary application. For development fees imposed by an agency other than a city, county, or city and county, the bill would require the development proponent to request the fee schedule from the agency that imposes the fee without delay.

**AB 1886** **(Alvarez D) Housing Element Law: substantial compliance: Housing Accountability Act.**
**Current Text:** Amended: 7/1/2024 html pdf
**Introduced:** 1/22/2024
**Status:** 7/1/2024-In committee: Hearing postponed by committee. From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.
**Location:** Senate Appropriations
**Calendar:**

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***Summary:*** *The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The Housing Element Law prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. If the department finds that a draft housing element or amendment does not substantially comply with the Housing Element Law, current law requires the legislative body of the city or county to either (A) change the draft element or amendment to substantially comply with the Housing Element Law or (B) adopt the draft housing element or amendment without changes and make specified findings as to why the draft element or amendment substantially complies with the Housing Element Law despite the findings of the department. Current law requires a planning agency to promptly submit an adopted housing element or amendment to the department and requires the department to review the adopted housing element or amendment and report its findings to the planning agency within 60 days. This bill would require a planning agency that makes the above-described findings as to why a draft housing element or amendment substantially complies with the Housing Element Law despite the findings of the department to submit those findings to the department. The bill would require the department to review those finding in its review of an adopted housing element or amendment. The bill would create a rebuttable presumption of validity for the department's findings as to whether the adopted element or amendment substantially complies with the Housing Element Law.*

**AB 1889**

***(Friedman D) Conservation element: wildlife and habitat connectivity.***
***Current Text:*** *Amended: 6/12/2024* html pdf
***Introduced:*** *1/22/2024*
***Status:*** *6/26/2024-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (June 25). Re-referred to Com. on APPR.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/5/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including land use, housing, and conservation elements, as specified. Current law requires the conservation element to consider the effect of development within the jurisdiction on natural resources located on public lands. This bill would additionally require the conservation element to consider the effect of development within the jurisdiction on the movement of wildlife and habitat connectivity. The bill would require the conservation element, upon the next update of one or more elements on or after January 1, 2028, to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, identify and analyze existing or planned wildlife passage features, and consider the impacts of development and the barriers caused by development to wildlife and habitat connectivity. The bill would authorize a city, county, or city and county to incorporate by reference into its general plan an existing plan that meets these requirements. The bill would authorize a city, county, or city and county preparing to update its conservation element to consider incorporating appropriate standards, policies, and implementation programs, consult with specified entities, and consider relevant best available science.*

**AB 1893**

***(Wicks D) Housing Accountability Act: housing disapprovals: required local findings.***
***Current Text:*** *Amended: 6/26/2024* html pdf
***Introduced:*** *1/23/2024*
***Status:*** *7/29/2024-In committee: Hearing postponed by committee.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/12/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The Housing Element Law prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. The Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified. Among these conditions, the act allows a local agency to disapprove a housing development project that is inconsistent with the jurisdiction's zoning ordinances and general plan land use designation as it existed on the date the application was deemed complete, if the jurisdiction has adopted a revised housing element that is in substantial compliance with the Housing Element Law, as specified. This bill would make various changes to that condition. The bill would specify that a local agency*

*may disapprove or condition approval of a housing development project or emergency shelter, as described above, if the local agency makes written findings that on the date the application for the housing development project or emergency shelter was deemed complete the jurisdiction did not have an adopted revised housing element that was in substantial compliance with the Housing Element Law and the housing development project is not a builder's remedy project, as defined.*

**AB 2023** **(Quirk-Silva D) Housing element: inventory of land: rebuttable presumptions.**
**Current Text:** *Amended: 6/26/2024* html pdf
**Introduced:** *1/31/2024*
**Status:** *7/31/2024-In committee: Hearing postponed by committee.*
**Location:** *Senate Appropriations*
**Calendar:** *8/12/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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**Summary:** *The Housing Element Law prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law requires the housing element to include an inventory of land suitable and available for residential development. If that inventory of sites does not identify adequate sites to accommodate the need for groups of all household income levels, as provided, current law requires that the local government rezone sites within 3 years after the date the housing element is adopted or within one year if the local government fails to adopt a housing element that the department finds to be in substantial compliance with the Housing Element Law within 120 days of the statutory deadline to adopt the housing element. This bill, for the 7th and each subsequent revision of the housing element, would require a local government to complete the rezoning of sites within one year of the statutory deadline for the adoption of the housing element or the earlier of 3 years after the date the housing element is adopted or 90 days after receipt of comments from the department, as specified, if the local government satisfies certain requirements, including submitting a draft element or draft amendment to the department for review within specified timeframes and adopting a draft element or draft amendment that the department finds to be insubstantial compliance with the Housing Element Law, as specified.*

**AB 2149** **(Connolly D) Gates: standards: inspection.**
**Current Text:** *Amended: 7/3/2024* html pdf
**Introduced:** *2/6/2024*
**Status:** *7/3/2024-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 2). Read second time and amended. Re-referred to Com. on APPR.*
**Location:** *Senate Appropriations*
**Calendar:** *8/5/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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**Summary:** *Current law authorizes an owner of real property to install and operate on their property an electrified security fence, as defined, to protect and secure commercial, manufacturing, or industrial property, that meets specified requirements, except where a local ordinance prohibits that installation and operation. If a local ordinance allows the installation and operation of an electrified security fence, current law requires the installation and operation of the electrified security fence to meet the requirements of that ordinance. This bill would require a regulated gate, defined as any gate that weighs more than 50 pounds and is more than 48 inches wide or more than 84 inches high that is intended to be used by the public, an entire community or neighborhood, or any considerable number of persons, except as specified, to meet certain standards. The bill would require each building department to update, on or before July 1, 2026, its code requirements to ensure that any newly installed regulated gate in its jurisdiction meets those standards. The bill would require the owner of a regulated gate to have it inspected on or before July 1, 2026, or upon installation, and have it reinspected, thereafter, at least once every 10 years. The bill would require an owner to maintain a written report regarding the regulated gate's compliance with the specified requirements for at least 10 years and make the report available to the building department upon request. The bill would require the owner of a regulated gate that a professional or qualified employee, as defined, determines, upon inspection, to pose an immediate threat to safety to immediately stop the use of the gate until necessary repairs are completed and to engage a contractor or qualified employee to perform the repairs necessary to mitigate the emergency condition. The bill would require the owner of a regulated gate to engage a contractor or qualified employee to repair a regulated gate that is in need of repairs within a prescribed period, subject to imposition of an administrative fine by the building department, as specified. The bill would deem a regulated gate that fails to comply with these provisions 30 days after the owner of the gate has been notified of the violation.*

**AB 2243** **(Wicks D) Affordable Housing and High Road Jobs Act of 2022: objective standards and affordability and site criteria.**

***Current Text:*** *Amended: 7/3/2024* *html* *pdf*
***Introduced:*** *2/8/2024*
***Status:*** *7/29/2024-In committee: Hearing postponed by committee.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/12/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The Affordable Housing and High Road Jobs Act of 2022, until January 1, 2033, authorizes a development proponent to submit an application for an affordable housing development or a mixed-income housing development that meets specified objective standards and affordability and site criteria, including being located within a zone where office, retail, or parking are a principally permitted use. The act makes a development that meets those objective standards and affordability and site criteria a use by right and subject to one of 2 streamlined, ministerial review processes depending on, among other things, the affordability requirements applicable to the project. This bill would make various changes to the objective standards and affordability and site criteria applicable to an affordable housing development or mixed-income housing development subject to the streamlined, ministerial review process under the act.*

**AB 2485** ***(Carrillo, Juan D) Regional housing need: determination.***
***Current Text:*** *Amended: 7/3/2024* *html* *pdf*
***Introduced:*** *2/13/2024*
***Status:*** *7/3/2024-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 2). Read second time and amended. Re-referred to Com. on APPR.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/5/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. That law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development (department), in consultation with each council of governments, where applicable, to determine the existing and projected need for housing for each region, at least 2 years prior to the scheduled revision of the housing element, as specified. That law requires the department's determination to be based upon population projections produced by the Department of Finance and regional population forecasts developed by the council of governments and used for the preparation of the regional transportation plan, as specified. That law also requires the department to meet and consult with the council of governments regarding the assumptions and methodologies to be used to determine a region's housing need and requires the council of governments to provide data assumptions from the council of governments' projections, as specified. That law authorizes the department to accept or reject the information provided by the council of governments and, requires the department, after consultation with the council of governments, to make determinations on the data assumptions and the methodology the department will use to determine the region's housing need, as specified. That law requires the department to provide its determinations to the council of governments, as specified. This bill would for the 8th and subsequent revisions of the housing element require the department to convene and engage stakeholders to consider improvements to the process of determining the existing and projected housing need for each region before determining any region's existing projected housing need. The bill would require the department, prior to finalization of the regional determination, as specified, to publish on the department's internet website a summary of the information the department considered and determinations made by the department to improve the process of determining the existing and projected housing need for each region.*

**AB 2560** ***(Alvarez D) Density Bonus Law: California Coastal Act of 1976.***
***Current Text:*** *Amended: 7/1/2024* *html* *pdf*
***Introduced:*** *2/14/2024*
***Status:*** *7/31/2024-In committee: Hearing postponed by committee.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/12/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The California Coastal Act of 1976, regulates development, as defined, in the coastal zone, as defined, and requires a new development to comply with specified requirements. The Density Bonus Law provides that its provisions do not supersede or in any way alter or lessen the effect or application of the act, and requires that any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which an applicant is entitled under the Density Bonus Law be permitted in a manner consistent with the act. This bill would instead provide that, in the coastal zone, the Density*

*Bonus Law does not relieve a project from the requirement to obtain a coastal development permit, as specified. The bill would require any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which an applicant is entitled to be permitted in a manner that is consistent with the Density Bonus Law and does not result in significant adverse impacts to coastal resources and public coastal access, as specified.*

**AB 2729** **(Patterson, Joe R) Residential fees and charges.**
**Current Text:** Amended: 6/5/2024 html pdf
**Introduced:** 2/15/2024
**Status:** 7/3/2024-From committee: Amend, and do pass as amended. (Ayes 9. Noes 0.) (July 2).
**Location:** Senate Housing
**Calendar:** 8/5/2024 #3 SENATE ASSEMBLY BILLS - SECOND READING FILE

| Desk | Policy | Fiscal | Floor | Desk | **Policy** | Fiscal | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
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**Summary:** *Current law prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first. However, under current law, a local agency is authorized to collect utility service fees at the time an application for utility service is received, and a local agency is authorized to require payment sooner if the local agency determines that the fees or charges will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy, or if the fees or charges are to reimburse the local agency for expenditures previously made. This bill would limit the utility service fees authorized to be collected at the time an application for utility service is received to utility service fees related to capacity charge connections.*

**AB 2910** **(Santiago D) State Housing Law: City of Los Angeles: conversion of commercial or industrial buildings.**
**Current Text:** Amended: 6/24/2024 html pdf
**Introduced:** 2/15/2024
**Status:** 7/3/2024-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (July 2). Re-referred to Com. on APPR.
**Location:** Senate Appropriations
**Calendar:** 8/5/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair

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**Summary:** *Current law requires the California Building Standards Commission to approve and adopt building standards and to codify those standards in the California Building Standards Code, which is required to be published once every 3 years. The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. That law requires the building department of every city or county to enforce within its jurisdiction the provisions of the California Building Standards Code, the provisions of the State Housing Law, and specified other rules and regulations promulgated pursuant to that law. That law authorizes a city or county to adopt alternative building regulations for the conversion of commercial or industrial buildings to joint living and work quarters, as specified. This bill would additionally authorize the City of Los Angeles (city) to adopt alternative building regulations for the conversion of commercial buildings to residential uses, as specified. The bill would require the city to have a housing element compliant with law and adopt an ordinance facilitating or expediting the review of adaptive reuse projects before the city is authorized to adopt alternative building regulations pursuant to this bill.*

**AB 2922** **(Garcia D) Economic development: capital investment incentive programs.**
**Current Text:** Amended: 7/3/2024 html pdf
**Introduced:** 2/15/2024
**Status:** 7/3/2024-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 3). Read second time and amended. Re-referred to Com. on APPR.
**Location:** Senate Appropriations
**Calendar:**

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**Summary:** *Prior law, until January 1, 2024, authorized a county, city and county, or city to establish a capital investment incentive program, pursuant to which the county, city and county, or city was authorized to pay, upon request, a capital investment incentive amount that does not exceed the amount of property tax derived from that portion of the assessed value of a qualified manufacturing facility, as defined, that exceeds $150,000,000 to a proponent of a qualified manufacturing facility for up to 15 years. Prior law required the proponent to enter into a community services agreement with the county, city and county, or city, including, among other things, a job creation plan. This bill would reestablish the authorization for*

*capital investment incentive programs until January 1, 2035. The bill would additionally authorize the above-described capital investment incentive program for proponents of a qualified manufacturing facility with an assessed value that exceeds $25,000,000 and would include additional requirements for the above-described job creation plan for these proponents.*

**AB 3068**

***(Haney D) Adaptive reuse: streamlining: incentives.***
***Current Text:*** *Amended: 7/3/2024* html pdf
***Introduced:*** *2/16/2024*
***Status:*** *7/31/2024-In committee: Hearing postponed by committee.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/12/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards, including that the development is a multifamily housing development that contains two or more residential units. This bill would deem an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project meets specified requirements. In this regard, an adaptive reuse project, in order to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building that is less than 50 years old or meets certain requirements regarding the preservation of historic resources, including the signing of an affidavit declaring that the project will comply with the United States Secretary of the Interior's Standards for Rehabilitation for, among other things, the preservation of exterior facades of a building that face a street, or receive federal or state historic rehabilitation tax credits, as specified. The bill would require an adaptive reuse project to meet specified affordability criteria. In this regard, the bill would require an adaptive reuse project for rental housing to include either 8% of the unit for very low income households and 5% of the units for extremely low income households or 15% of the units for lower income households. For an adaptive reuse project for owner-occupied housing, the bill would require the development to offer either 30% of the units at an affordable housing cost to moderate-income households or 15% of the units at an affordable housing cost to lower income households. The bill would require at least one-half of the square footage of the adaptive reuse project to be dedicated to residential uses. The bill would provide, among other things relating to projects involving adaptive reuse, that parking is not required for the portion of a project consisting of a building subject to adaptive reuse that does not have existing onsite parking.*

**AB 3093**

***(Ward D) Land use: housing element: streamlined multifamily housing.***
***Current Text:*** *Amended: 7/3/2024* html pdf
***Introduced:*** *2/16/2024*
***Status:*** *7/31/2024-In committee: Hearing postponed by committee.*
***Location:*** *Senate Appropriations*
***Calendar:*** *8/12/2024 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, CABALLERO, ANNA, Chair*

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***Summary:*** *The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. That law defines various terms for purposes of requirements applicable to the housing element. Under current law, a housing element is required to include specified information, including an analysis of special housing needs, such as those of the elderly, and quantification of the locality's existing and projected housing needs for all income levels, including extremely low income households, calculated as provided. This bill would define acutely low, extremely low, very low, lower, moderate, and above moderate income for purposes of requirements applicable to the housing element, and would make related changes.*

**SB 951**

***(Wiener D) California Coastal Act of 1976: coastal zone: coastal development.***
***Current Text:*** *Amended: 6/27/2024* html pdf
***Introduced:*** *1/18/2024*
***Status:*** *6/27/2024-Read second time and amended. Re-referred to Com. on APPR.*
***Location:*** *Assembly Appropriations*
***Calendar:*** *8/7/2024 9:30 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, WICKS, BUFFY, Chair*

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***Summary:*** *Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, among other things. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. Current law requires rezoning, including adoption of minimum density and development standards, as specified, when an inventory of sites does not identify adequate sites to accommodate the need for groups of specified household income levels. This bill would, for a jurisdiction within the coastal zone that has not identified adequate sites to accommodate the locality's housing need for a designated income level, require completion of any necessary local coastal program amendments related to land use designations, changes in intensity of land use, zoning ordinances, or zoning district maps, as specified.*

**SB 1037**

***(Wiener D) Planning and zoning: housing element: enforcement.***
***Current Text:*** *Amended: 6/13/2024* html pdf
***Introduced:*** *2/6/2024*
***Status:*** *7/3/2024-Read second time. Ordered to third reading.*
***Location:*** *Assembly Third Reading*
***Calendar:*** *8/5/2024 #85 ASSEMBLY THIRD READING FILE - SENATE BILLS*

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***Summary:*** *The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The Planning and Zoning Law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. The Planning and Zoning Law requires HCD to notify a city, county, or city and county, and authorizes HCD to notify the office of the Attorney General, that the city, county, or city and county is in violation of state law if the local government has taken action in violation of specified provisions of law. The Planning and Zoning Law also requires, among other things, that an application for a housing development be subject to a specified streamlined, ministerial approval process if the development satisfies certain objective planning standards. This bill, in any action brought by the Attorney General, on behalf of HCD or in an independent capacity, to enforce the adoption of housing element revisions, as specified, or to enforce any state law that requires a city, county, or local agency to ministerially approve any planning or permitting application related to a housing development project, as specified, would subject the city, county, or local agency to specified remedies, including a civil penalty of, at minimum, $10,000 per month, and not exceeding $50,000 per month, for each violation, as specified. The bill would require that the penalties set forth in its provisions only apply when the local agency's acts or omissions, as described, are arbitrary, capricious, or entirely lacking in evidentiary support, contrary to established public policy, unlawful, or procedurally unfair. The bill would require these civil penalties, as specified, to be deposited into the Building Homes and Jobs Trust Fund for the sole purpose of supporting the development of affordable housing located in the affected jurisdiction, except as provided.*

**SB 1123**

***(Caballero D) Planning and zoning: subdivisions: ministerial review.***
***Current Text:*** *Amended: 6/27/2024* html pdf
***Introduced:*** *2/13/2024*
***Status:*** *6/27/2024-Read second time and amended. Re-referred to Com. on APPR.*
***Location:*** *Assembly Appropriations*
***Calendar:*** *8/7/2024 9:30 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, WICKS, BUFFY, Chair*

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| 1st House | | | | 2nd House | | | | | | | |

***Summary:*** *The Starter Home Revitalization Act of 2021, among other things, requires a local agency to ministerially consider, without discretionary review or a hearing, a parcel map or a tentative and final map for a housing development project that meets certain requirements, including that the housing development project on the lot proposed to be subdivided will contain 10 or fewer residential units, is zoned for multifamily residential development, is no larger than 5 acres, as specified, and is no smaller than 600 square feet, except as provided. Current law prohibits a local agency from imposing on the housing development an objective zoning standard, objective subdivision standard, or objective design standard that, among other things, physically precludes the development of a project built to specified densities. This bill would prohibit, if a local agency chooses to permit accessory dwelling units and junior accessory dwelling units, those units from counting as residential units for purposes of the above-described requirement that a housing development project on the lot proposed to be subdivided will contain 10 or fewer residential units. The bill would revise the requirement that the lot be zoned for multifamily residential development and would instead require that the lot either be zoned for multifamily residential dwelling use or vacant, as defined, and zoned for single-family residential development. The bill would also revise the above-described requirements to instead include that the lot is no larger than 11/2 acres, as specified, and that if the parcels are zoned for single-family residential units, the newly created parcels on average are no less than 1,200 square feet.*

**SB 1211** **(Skinner D) Land use: accessory dwelling units: ministerial approval.**
**Current Text:** *Amended: 4/23/2024* html pdf
**Introduced:** *2/15/2024*
**Status:** *6/26/2024-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (June 26). Re-referred to Com. on APPR.*
**Location:** *Assembly Appropriations*
**Calendar:** *8/7/2024 9:30 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, WICKS, BUFFY, Chair*

| Desk | Policy | Fiscal | Floor | Desk | Policy | **Fiscal** | Floor | Conf. Conc. | Enrolled | Vetoed | Chaptered |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1st House | | | | 2nd House | | | | | | | |

**Summary:** *The Planning and Zoning Law authorizes a local agency, by ordinance, to provide for the creation of accessory dwelling units (ADUs) in areas zoned for residential use, as specified. That law prohibits, if a local agency adopts an ordinance to create ADUs in those zones, the local agency from requiring the replacement of offstreet parking spaces if a garage, carport, or covered parking structure is demolished in conjunction with the construction of, or is converted to, an ADU. This bill would also prohibit the local agency from requiring the replacement off offstreet parking spaces if an uncovered parking space is demolished in conjunction with the construction of, or is converted to, an ADU.*

***Total Measures: 19***
***Total Tracking Forms: 79***

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

**SUBJECT:** May 8, 2024 - City Council/Cemetery District Regular Minutes

**SUBMITTED BY:** Janet Morales, City Clerk

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

**ATTACHMENTS:**
1. 05-08-2024 Minutes.pdf

**MINUTES**
**CITY OF WILDOMAR**
**CITY COUNCIL/CEMETERY DISTRICT**
**WEDNESDAY, MAY 8, 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 6:02 p.m.

## ROLL CALL

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

**Members absent:** Ashlee DePhillippo

Councilmember Nigg arrived at 6:06 p.m.

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

## FLAG SALUTE

The flag salute was led by Councilmember Morabito

## PRESENTATIONS

None.

## DEPARTMENT REPORTS

**Fire Department Quarterly Update - January - March 2024**

**Police Department Quarterly Update - January - March 2024**

**Wildomar Library Quarterly Update - January - March 2024**

**General Plan Update Progress Report #23**

**PUBLIC COMMENTS**

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

1. David Molina, resident
2. Jenny Molina, resident
3. Shirley Renk, resident
4. Andy Morris, Elsinore Valley Municipal Water District
5. Rosalba Valdovinos, resident

**COUNCIL COMMUNICATIONS**

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

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

**APPROVAL OF THE AGENDA AS PRESENTED**

City Manager York requested that Agenda Item # 3.1 be pulled from the agenda.

Moved by Dustin Nigg; seconded by Carlos Marquez to approve Approve the agenda as amended.

Motion Approved: 4 - 0

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

**1) CONSENT CALENDAR**

Public Works Director Farag requested that the City Council approve an amended Resolution for Agenda Item #1.13 with the corrected Public Hearing Date of June 12, 2024.

Moved by Dustin Nigg; seconded by Carlos Marquez to approve the Consent Calendar as amended.

Motion Approved: 4 - 0

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

Voting Against: None
Abstain: None
Absent: Ashlee DePhillippo

1.1) February 14, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

1.2) April 2024 Warrant Register

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 04-04-2024 in the amount of $234,351.69
2. Warrant Register dated 04-11-2024 in the amount of $303,182.78
3. Warrant Register(s) dated 04-18-2024 in the amount of $779,833.23
4. Warrant Register dated 04-25-2024 in the amount of $114,273.73
5. Wire Transfer Register dated 04-30-2024 in the amount of $24,701.07
6. Payroll Register dated 05-01-2024 in the amount of $235,829.95

1.3) March 2024 City Treasurer's Report

Approved the Treasurer's Report for March 2024.

1.4) 2nd Reading of Ordinance No. 241 for the Adoption of the Unlawful Possession of Catalytic Converter Ordinance

Adopted 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

1.5) FY 2024-25 List of Projects for the SB1: Road Repair and Accountability Act of 2017

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 19**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

1.6) Notice of Intent to Hold a Public Hearing for Levying Parcels with Unpaid Charges for Trash Collection Services

Provided a Notice of Intent to hold a Public Hearing on June 12th, 2024, for placing levies on parcels with unpaid charges on trash collection services.

1.7) Acceptance of FY2022-23 Annual Comprehensive Financial Report

Received and filed the FY2022-23 Annual Comprehensive Financial Report.

1.8) Developer Impact Fee (DIF) Credit and Reimbursement Agreements with Beazer Homes Holding for Tract No. 31667 (Boulder Creek)

Authorized the City Manager to execute the DIF Credit and Reimbursement Agreements between the City of Wildomar and Beazer Homes Holdings, a Delaware limited liability company.

1.9) Road Maintenance and Rehab Project and Slurry Seal Project Notice of Completion (CIP 057-2/058-2)

1. Adopted a Resolution entitled:

**RESOULTION NO. 2024 - 20**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE ROAD MAINTENANCE AND REHABILITATION PROJECT (CIP 057-2) AND SLURRY SEAL PROJECT (CIP 058-2) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

2. Authorized staff to prepare and file a notice of completion with the Riverside County Recorder for the Road Rehab and Maintenance Project and Slurry Seal Project (CIP 057-2, 058-2) within 30 days.

1.10) Adoption of 2024 Annual Investment Policy

Adopted a Resolution entitled:

**RESOLUTION 2024 - 21**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A STATEMENT OF INVESTMENT POLICY

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

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

1.12) Landscaping and Lighting Maintenance District No. 89-1-Consolidated: Initiating Proceeding for Levy and Collection of Assessments

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 22**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR ALL ZONES OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

1.13) County Service Areas Notice of Intent to Establish Charges for FY 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 23**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SETTING THE PUBLIC HEARING TO ESTABLISH SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2024-25

1.14) Bundy Super Storage Project - Tri-Party Consultant Services Agreement (PA 20-0031)

1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement between the City of Wildomar, Herwood Building Supplies, a California Corporation and PlaceWorks, Inc. for the preparation of the required Mitigated Negative Declaration (MND) for the Bundy Super Storage Project; and

2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc., Inc. for the preparation of a Mitigated Negative Declaration (MND) for the Bundy Super Storage Project.

1.15) First Amendment with Placeworks, Inc. for Additional Biological Resources Services for the 27-Acre Park Project (CIP 062-1)

Authorized the City Manager to execute the First Amendment with Placeworks, Inc. to complete additional biological resources services for the 27-Acre Park Project.

1.16) Landscaping and Lighting Maintenance District No. 89-1-Consolidated: Approval of Engineer's Report and Intention to Levy

1. Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 24**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE ANNUAL ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR ALL ZONES OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, FISCAL YEAR 2024-25

2. Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 25**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR ALL ZONES OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, FISCAL YEAR 2024-25

1.17) Amendment to Water License Agreement with CAFH Order at Wildomar, Inc.

Approved and authorized the City Manager to sign the Amendment to Water License Agreement with CAFH Order at Wildomar, Inc. and related Certificate of Acceptance

**2) PUBLIC HEARINGS**

2.1) Public Hearing for Annexation No. 10, (Faith Bible Church, LLA 2020-008) Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 10

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

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

**RESOLUTION NO. 2024 - 26**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 10)

Motion Approved: 4 - 0

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

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

**RESOLUTION NO. 2024 - 27**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 10

Motion Approved: 4 - 0

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

2.2) Development Impact Fees for Places of Worship

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

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

**RESOLUTION NO. 2024 - 28**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING DEVELOPMENT IMPACT FEES APPLICABLE TO THE LAND USE SUBCATEGORY OF PLACES OF WORSHIP

Motion Approved: 4 - 0

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

**3) GENERAL BUSINESS**

3.1) Budget Workshop - Discussion of One Time Funding for General Fund Reserve, 27 Acre Park Improvements, 20 Acre Park Improvements, City Hall Tenant Improvements, and New Fire Station Property Purchase, and Enhancement of Rural Roadways

Administrative Services Director Schrader presented the staff report.

The following individuals provided public comment:

1. Jennifer Pagan, resident, in favor of Enhancing Rural Roadways
2. David Molina, resident
3. Nicole Sands, resident
4. Rosalba Valdovinos, resident

It was the consensus of the City Council to receive the report and provide the following recommendations for the use of funds:

General Fund Reserve: $400,000 - General Fund Surplus

27 Acre Park Grant Match: $2,830,000 - Development Impact Fees (DIF) Parks, DIF Roads, Misc Grants

20 Acre Park Improvements: $750,000 (estimated) - Cannabis Development Agreement Fund

City Hall Tenant Improvements: $500,000 - General Fund Surplus

Fire Station Purchase from MSJC: $250,000 - Cannabis Development Agreement Fund

Riverside County Sheriff Contract: $1,300,000 - American Rescue Plan Act (ARPA)

3.2) Cooperative Fire Agreement FY 2024-25 through FY 2026-27

Fire Chief Olsen presented the staff report.

Andy Morris, resident, provided public comment in favor of the item.

Moved by Carlos Marquez; seconded by Dustin Nigg to Authorize the Mayor to execute the Agreement

Motion Approved: 4 - 0

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

3.3) Illegal Food Vending Discussion (Future Agenda Item)

Item was pulled from the agenda.

**CITY MANAGER REPORT**

City Manager York presented the report.

**FUTURE AGENDA ITEMS**

There were no future agenda items.

**ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:47 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 8:48 p.m.

**ROLL CALL**

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

**Members absent:** Ashlee DePhillippo

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMUNICATIONS**

There were no board communications.

**APPROVAL OF THE AGENDA AS PRESENTED**

Moved by Joseph Morabito; seconded by Dustin Nigg to approve approve the agenda as presented.

Motion Approved: 4 - 0

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

**4) CEMETERY CONSENT CALENDAR**

Moved by Dustin Nigg; seconded by Carlos Marquez to approve Approve the Consent Calendar.

Motion Approved: 4 - 0

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

4.1) February 14, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

4.2) April 2024 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 04-04-2024 in the amount of $258.26
2. Warrant Register dated 04-11-2024 in the amount of $217.12
3. Warrant Register dated 04-18-2024 in the amount of $790.69
4. Warrant Register dated 04-25-2024 in the amount of $805.45

4.3) March 2024 Cemetery Treasurer's Report

Approved the Treasurer's Report for March 2024.

4.4) Acceptance of FY2022-23 Annual Comprehensive Financial Report

Received and filed the FY2022-23 Wildomar Cemetery District Audited Financial Statement

**5) CEMETERY PUBLIC HEARINGS**

There were no items scheduled.

**6) CEMETERY GENERAL BUSINESS**

There were no items scheduled.

**GENERAL MANAGER REPORT**

General Manager York presented the 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 8:49 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.2**
**Meeting Date: August 14, 2024**

**SUBJECT:** June 12, 2024 - City Council/Cemetery District Regular Minutes

**SUBMITTED BY:** Janet Morales, City Clerk

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

**ATTACHMENTS:**
06-12-2024 Minutes.pdf

**MINUTES**
**CITY OF WILDOMAR**
**CITY COUNCIL/CEMETERY DISTRICT**
**WEDNESDAY, JUNE 12, 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.

## ROLL CALL

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

**Members absent:** None.

Councilmember Nigg arrived at 6:02 p.m.

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

## FLAG SALUTE

The flag salute was led by Mayor Pro Tem DePhillippo.

## PRESENTATIONS

1. Proclamations: Eagle Scouts Lance & Colton Allen - Were not able to attend
2. Firewise and Community Risk Reduction presented by Chief Olson and My Safe Riverside Team

## DEPARTMENT REPORTS

### City Clerk Department Update

## PUBLIC COMMENTS

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

1. Andy Morris, Wildomar Insurance.
2. Rosalba Valdovinos, resident.

**COUNCIL COMMUNICATIONS**

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

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

**APPROVAL OF THE AGENDA AS PRESENTED**

Mayor Moore requested to pull Agenda Item #1.8 and Adopt an amended Resolution for Agenda Item #1.16

Moved by Dustin Nigg; seconded by Carlos Marquez to approve approve the agenda as presented, removing Agenda Item #1.8 and amending the Resolution for Agenda Item #1.16.

Motion Approved: 5 - 0

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

**1) CONSENT CALENDAR**

Moved by Carlos Marquez; seconded by Dustin Nigg to approve approve the Consent Calendar.

Motion Approved: 5 - 0

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

1.1) March 13, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

1.2) March 20, 2024 - City Council Special Minutes

Approved the minutes as presented.

1.3) Warrant Register May 2024

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 05-02-2024 in the amount of $179,089.44
2. Warrant Register dated 05-06-2024 in the amount of $2,500.00.
3. Warrant Register(s) dated 05-09-2024 in the amount of $1,454,855.51
4. Warrant Register dated 05-16-2024 in the amount of $1,323,063.72
5. Warrant Register(s) dated 05-23-2024 in the amount of $264,417.25
6. Warrant Register dated 05-30-2024 in the amount of $1,367,635.01
7. Wire Transfer Register dated 05-31-2024 in the amount of $112,267.18
8. Payroll Register dated 06-01-2024 in the amount of $257,642.51.

1.4) April 2024 City Treasurer Report

Approved the Treasurer's Report for April 2024.

1.5) Adoption of FY2024-25 GANN Limit, Revision of GANN Limit for FY2023-24, and Revision of GANN Limit for FY2022-23

1.) Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 29**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23

2.) Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 30**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24

3.) Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 31**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

1.6) Approval of City's Workplace Violence Prevention Plan

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 32**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A WORKPLACE VIOLENCE PREVENTION PLAN

1.7) Second Amendment to Landscape and Parks Maintenance Services Agreement with Inland Empire Landscape, Inc.

Authorized the City Manager to execute the Second Amendment to the

Maintenance Services Agreement with Inland Empire Landscape, Inc. for Landscape and Parks Maintenance.

1.8) Amendment to Office Lease With Core Tree Care, Inc.

Pulled item from the agenda.

1.9) Confirmation of Authorized Agents to act on behalf of the City with Southern California Edison for Capital Improvement Projects

Adopted a Resolution Entitled:

**RESOLUTION NO. 2024 - 33**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR TO EXECUTE THIRD PARTY AUTHORIZATION FORMS TO SOUTHERN CALIFORNIA EDISON FOR CAPITAL IMPROVEMENT PROJECTS

1.10) Task Order Amendment with Interwest Consulting Group for Right of Way Acquisition Services for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

Authorized the City Manager to approve the Interwest Consulting Group proposal to provide right-of-way acquisition services for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2) in the amount of $73,600.

1.11) Acceptance of FY2022-23 Measure AA Annual Report

Approved the Measure AA Oversight Advisory Committee Annual Report for FY 2022-23.

1.12) Calling a General Municipal Election on November 5, 2024

Adopted the following Resolutions entitled:

**RESOLUTION NO. 2024 - 34**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS IN DISTRICT 2, AND DISTRICT 4 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

**RESOLUTION NO. 2024 - 35**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION § 10403 OF THE ELECTIONS CODE

1.13) Annual Levy for Community Facilities District (CFD) (Facilities/Bonded) for Fiscal Year 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 36**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF

SPECIAL TAXES WITHIN EACH COMMUNITY FACILITIES DISTRICT LISTED BELOW FOR FISCAL YEAR 2024-25

1.14) Levy and Collection of Special Taxes within Community Facilities District No. 2022-1 (Services) for Fiscal Year 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 37**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) FOR FISCAL YEAR 2024-25

1.15) Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) for Fiscal Year 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 38**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) FOR FISCAL YEAR 2024-25

1.16) Notice of Completion - Bundy Canyon Rd. Improvement Project, Segment 1 (CIP 026-1)

Adopted a Resolution entitled:

**RESOULTION NO. 2024 - 39**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE BUNDY CANYON ROAD IMPROVEMENT PROJECT, SEGMENT 1 (CIP 026-1) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.17) FY 2022-23 Measure Z Oversight Advisory Committee Annual Report

Received and filed the Measure Z Advisory Committee Annual Report for FY 2022-2023.

1.18.) Community Meeting Room Rental Policy Update.

Approved the updated Community Meeting Room Rental Policy and authorize the Community Services Director to waive fees during regular business hours for all non-profit organizations and agencies that meet the approved criteria

1.19) First Amendment to the Professional Service Agreement with Complete Paperless Solutions (CPS)

Authorized the City Manager to execute the First Amendment to the Professional Services Agreement with Complete Paperless Solutions (CPS) for Electronic Document Management, Scanning and Contract Workflow Services

1.20) Approve Field Supervisor Classification, Update the Position Classification Schedule, and Adopt a New Pay Plan

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 40**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FIELD SUPERVISOR CLASSIFICATION DESCRIPTION; REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FIELD SUPERVISOR CLASSIFICATION; AND AMENDING THE EXISTING PAY PLAN TO INCLUDE FIELD SUPERVISOR

**2) PUBLIC HEARINGS**

2.1) Levying of Parcels for the Collection of Delinquent Trash Service Charges

Mayor Moore opened the Public Hearing.

Finance Manager Jantz presented the staff report.

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

Moved by Dustin Nigg; seconded by Joseph Morabito to Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 41**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE REPORT OF DELINQUENT TRASH ACCOUNTS AND REQUESTING THE DELINQUENCIES BE PLACED ON THE PROPERTY TAX ROLL

Motion Approved: 5 - 0

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

2.2) FY 2024-2025 Levy and Administration for Landscaping and Lighting Maintenance District (LLMD) No. 89-1-Consolidated & Street Lighting Zones

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 42**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ALL ZONES OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR AND LEVYING ASSESSMENTS ON ALL LOTS AND PARCELS OF LAND THEREIN FOR FISCAL YEAR 2024-2025; AND AUTHORIZING THE ADMINISTRATION OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2024-25

Motion Approved: 5 - 0

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

2.3) Community Service Area Charges for FY 2024-25

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 43**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2024-25

Motion Approved: 5 - 0

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

**3) GENERAL BUSINESS**

3.1) Resolution Authorizing Issuance of Special Tax bonds, Series 2024 for Community Facilities District No. 2022-3 (Verano)

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to 1. Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 44**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, SERIES 2024 IN A PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION DOLLARS ($6,000,000) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

2. Authorize the issuance of the Community Facilities District No. 2022-3 (Verano) Special Tax Bonds, Series 2024 in an aggregate principal amount not to exceed $6,000,000

3. Approve the financing team, as identified herein, for this transaction and authorize the City Treasurer or any duly authorized designee, to pay the costs of such firms in connection with this financing from CFD 2022-3 Series 2024 bond proceeds

4. Authorize the City Manager and Administrative Services Director, or designees, to execute all documents related to the issuance of the Special Tax Bonds for Community Facilities District No. 2022-3 (Verano) and the ability to make minor changes to these documents as required to carry out the financing.

Motion Approved: 5 - 0

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

3.2) Amendment of City Personnel Rules and Adopting an Updated Pay Plan

Human Resources and Risk Manager Wolf presented the staff report.

Moved by Joseph Morabito; seconded by Dustin Nigg to Adopt the following Resolution entitled:

**RESOLUTION NO. 2024 - 45**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISION OF THE CITY'S PERSONNEL RULES AND REGULATIONS

Motion Approved: 5 - 0

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

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt the following amended Resolution entitled:

**RESOLUTION NO. 2024 - 46**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A COST OF LIVING ADJUSTMENT AND APPROVING THE UPDATE TO THE CITY'S PAY PLAN

Motion Approved: 5 - 0

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

**CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT MEETING & ROLL CALL**

Chair Moore called the Wildomar Cemetery District Meeting to order at 7:30 p.m.

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

**Members absent:** None.

**GENERAL BUSINESS - BUDGET**

3.3A) Adoption of FY2024-25 Amended Budget

Finance Manager Jantz presented the staff report.

Moved by Carlos Marquez; seconded by Dustin Nigg to Approve the Fiscal Year 2024-25 Budget Amendments, and adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 47**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE FY2024-25 AMENDED BUDGET AND ADOPTING A NEW SCHEDULE OF AUTHORIZED POSITIONS FOR FY2024-25

Motion Approved: 5 - 0

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

3.3B) Adoption of the FY2024-2025 Amended Cemetery Budget

Finance Manager Jantz presented the staff report.

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

**RESOLUTION NO. WCD2024 - 01**
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, AUTHORIZING AN ADOPTION OF THE FY2024-25 AMENDED BUDGET REVENUES AND EXPENSES

Motion Approved: 5 - 0

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

**ADJOURN WILDOMAR CEMETERY DISTRICT MEETING**

Chair Moore adjourned the Wildomar Cemetery District Meeting at 7:48 p.m.

**GENERAL BUSINESS**

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

Public Works Director Farag presented the staff report.

Moved by Bridgette Moore to provide direction to staff to authorize the construction of a wrought iron atop a 2' split face block wall with 8' pilasters.

Motion Approved: 4 - 1

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

3.5) 5-Year Capital Improvement Program (FY 2024/25 - 2028/29)

Associate Engineer Luna presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to Adopt the Five-Year Capital Improvement Program for Fiscal Years 2024/25 through 2028/29.

Motion Approved: 5 - 0

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

3.6) Agreement for Law Enforcement Services FY 2024-25 through FY 2026-27

Captain Rayls presented the staff report.

Rosalba Valdovinos, resident, provided public comment.

Moved by Dustin Nigg; seconded by Carlos Marquez to Authorize the Mayor to execute the Agreement.

Motion Approved: 5 - 0

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

3.7) Measure AA Oversight Advisory Committee Appointments

City Clerk Morales presented the staff report.

David Johansen, resident and applicant, provided public comment.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Appoint Tom Tisdale for a term ending June 2025 and appoint Kathleen Kovich and David Johansen for terms ending June 2026.

Motion Approved: 5 - 0

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

**CITY MANAGER REPORT**

City Manager York presented the report.

**FUTURE AGENDA ITEMS**

Added:

Pavement Management on Private & Public Roads - Marquez

**ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:50 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 8:51 p.m.

**ROLL CALL**

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

**Members absent:** None.

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMUNICATIONS**

There were no board communications.

**APPROVAL OF THE AGENDA AS PRESENTED**

Moved by Joseph Morabito; seconded by Dustin Nigg to approve the agenda as presented.

Motion Approved: 5 - 0

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

**4) CEMETERY CONSENT CALENDAR**

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

Motion Approved: 5 - 0

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

4.1) March 13, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

4.2) Warrant Register Cemetery May 2024

Approved the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 05-02-2024 in the amount of $6,986.75
2. Warrant Register dated 05-09-2024 in the amount of $857.12
3. Warrant Register dated 05-16-2024 in the amount of $339.02
4. Warrant Register dated 05-23-2024 in the amount of $1,512.48
5. Warrant Register dated 05-30-2024 in the amount of $230.44.

4.3) April 2024 Cemetery Treasurer Report

Approved the Treasurer's Report for April 2024.

**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 8:51 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

**SUBJECT:** July 2024 Warrant Register

**SUBMITTED BY:** Nicholas Neidiffer, Accountant I

**PREPARED BY:** Nicholas Neidiffer, Accountant I

**ACTION:**
Approve the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 07-03-2024 in the amount of $59,955.22.
2. Warrant Register dated 07-11-2024 in the amount of $720,240.83.
3. Warrant Register dated 07-18-2024 in the amount of $143,690.28.
4. Warrant Register dated 07-25-2024 in the amount of $268,675.73.
5. Wire Transfer Register dated 07-31-2024 in the amount of $5,377,101.44.
6. Payroll Register dated 08-01-2024 in the amount of $500,324.21.

For Fiscal Year 2024/2025:
1. Warrant Register dated 07-03-2024 in the amount of $60,704.07.
2. Warrant Register dated 07-11-2024 in the amount of $26,302.66.
3. Warrant Register dated 07-18-2024 in the amount of $8,442.86.
4. Warrant Register dated 07-25-2024 in the amount of $423,485.87.

**SUMMARY:**
July 2024 Warrant Register

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

**FISCAL IMPACT:**
These Warrant, Wire Transfer, and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Years 2023/24 and 2024/25 Budgets.

**ATTACHMENTS:**
July 2024 Warrant Register.pdf

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218454 | 6/27/2024 | 002065 SMITH RANCH SELF STORAGE | 10895 | | PREPAYMENT FOR JUL-JUN 2025 FLEET STORAG | 7,293.00 |
| | | | | | **Total :** | **7,293.00** |

**1 Vouchers for bank code :** wf **Bank total :** **7,293.00**

**1 Vouchers in this report** **Total vouchers :** **7,293.00**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218455 | 7/3/2024 | 001468 BANKS, ARRIN | 62724 | | PLANNING COMMISSION MEETING 6/26/2024 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 218456 | 7/3/2024 | 001916 CAMBERO, GEORGE | 62724 | | PLANNING COMMISSION MEETING 6/26/2024 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 218457 | 7/3/2024 | 000994 CFT NV DEVELOPMENTS, LLC | APR-24 | | CITY HALL COMMON AREA MAINTENANCE CONTRA | 6,958.73 |
| | | | | | **Total :** | **6,958.73** |
| 218458 | 7/3/2024 | 000058 DEPARTMENT OF JUSTICE | 742218 | | MAY 2024 FINGERPRINT APPS (2) | 98.00 |
| | | | | | **Total :** | **98.00** |
| 218459 | 7/3/2024 | 002185 DOOR MAXX | 148749 | | (1) SET OF NEW SPRINGS ON SECTIONAL DOOR | 1,100.00 |
| | | | | | **Total :** | **1,100.00** |
| 218460 | 7/3/2024 | 000022 EDISON | 062624-6091 | | 05/28/24-06/25/24 ELEC 1347 COMO ST (LIT | 102.60 |
| | | | 062624-7254 | | 05/28/24-06/25/24 ELEC 21400 PALOMAR (CE | 285.41 |
| | | | 062624-9129 | | 05/28/24-06/25/24 ELEC - 32637 GRUWELL ( | 977.15 |
| | | | | | **Total :** | **1,365.16** |
| 218461 | 7/3/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 13047984 | | 05/13/24-06/12/24 WATER ZONE 42 LOC 01 M | 250.74 |
| | | | 13048235 | | 05/13/24-06/12/24 WATER ZONE 42 LOC 01 M | 264.99 |
| | | | 13048236 | | 05/13/24-06/12/24 WATER ZONE 42 LOC 01 M | 387.38 |
| | | | 13058353 | | 05/18/24-06/17/24 WATER ZONE 3 LOC 35 M1 | 490.55 |
| | | | 13058557 | | 05/18/24-06/17/24 WATER CITY HALL | 308.72 |
| | | | 13061369 | | 05/18/24-06/17/24 WATER 24707 PRELIPP RD | 673.03 |
| | | | | | **Total :** | **2,375.41** |
| 218462 | 7/3/2024 | 001343 FILAR, ERIC | 62724 | | PLANNING COMMISSION MEETING 6/26/2024 | 75.00 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218462 | 7/3/2024 | 001343 001343 FILAR, ERIC | (Continued) | | **Total :** | **75.00** |
| 218463 | 7/3/2024 | 000685 GREAT AMERICA FINANCIAL SERVIC | 36865589 | | CANON COLOR COPIER SYST. #019-1780554 | 214.24 |
| | | | | | **Total :** | **214.24** |
| 218464 | 7/3/2024 | 001911 HDL SOFTWARE LLC. | SIN040279 | | MAY 2024 HDL FEES | 2,532.60 |
| | | | | | **Total :** | **2,532.60** |
| 218465 | 7/3/2024 | 001933 HONOR PLUMBING CO | 756 | | SERVICE- MAINTENANCE/REPAIR | 275.00 |
| | | | | | **Total :** | **275.00** |
| 218466 | 7/3/2024 | 002260 IMM AUTO REPAIR | 33085 | | RE-INSTALLED ENGINE SPLASH GUARD CHECK A | 31.50 |
| | | | | | **Total :** | **31.50** |
| 218467 | 7/3/2024 | 001530 LOGO JOE'S | 40455 | | CITY COUNCIL APPAREL - CARLOS MARQUEZ | 508.73 |
| | | | | | **Total :** | **508.73** |
| 218468 | 7/3/2024 | 000186 RIGHTWAY | 387953 | | 06/0/24-07/17/24 - PORTA/WASHSTN - WINDS | 803.50 |
| | | | | | **Total :** | **803.50** |
| 218469 | 7/3/2024 | 000790 SPARKLETTS | 14346613-062224 | | CITY HALL DRINKING WATER THROUGH 06/22/2 | 578.40 |
| | | | | | **Total :** | **578.40** |
| 218470 | 7/3/2024 | 000094 STAUFFERS LAWN EQUIPMENT | 369213 | | DEPARTMENTAL SUPPLIES | 120.71 |
| | | | 369226 | | DEPARTMENTAL SUPPLIES | 80.48 |
| | | | | | **Total :** | **201.19** |
| 218471 | 7/3/2024 | 000995 STRONG, KIM | 62724 | | PLANNING COMMISSION MEETING 6/26/2024 | 75.00 |
| | | | | | **Total :** | **75.00** |
| 218472 | 7/3/2024 | 001258 SUNBELT RENTALS, INC. | 155663319-0001 | | EQUIPMENT RENTAL | 300.78 |
| | | | | | **Total :** | **300.78** |
| 218473 | 7/3/2024 | 000378 TEMECULA VALLEY PIPE & SUPPLY | 636679 | | BASEBALL FIELD DEPT SUPPLIES | 165.15 |
| | | | 636789 | | LITTLE LEAGUE DEPT SUPPLIES | 168.38 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218473 | 7/3/2024 | 000378 000378 TEMECULA VALLEY PIPE & SUPPLY | (Continued) | | **Total :** | **333.53** |
| 218474 | 7/3/2024 | 002069 THE DERNA GROUP | 61724 | | DEVELOPER DEPOSIT REFUND OF UNSUED FUNDS | 786.26 |
| | | | | | **Total :** | **786.26** |
| 218475 | 7/3/2024 | 001505 THE ENDEAVOR PRODUCTION, GROUP | 1151 | | MAYOR'S MINUTE - MAY 2024 - KP OPENING | 500.00 |
| | | | 1152 | | MAYOR'S MINUTE - JUNE 2024 - 4TH OF JULY | 500.00 |
| | | | | | **Total :** | **1,000.00** |
| 218476 | 7/3/2024 | 000103 ULINE | 179645633 | | DEPARTMENTAL SUPPLIES | 668.47 |
| | | | | | **Total :** | **668.47** |
| 218477 | 7/3/2024 | 000437 VERIZON WIRELESS | 9967247437 | | 06/23/24-07/22/24 DATA INT CHRG 9239 | 1,359.71 |
| | | | | | **Total :** | **1,359.71** |
| 218478 | 7/3/2024 | 000437 VERIZON WIRELESS | 9967247438 | | 06/23/24-07/22/24 DATA INTERNET CHRG 619 | 40.01 |
| | | | | | **Total :** | **40.01** |
| 218479 | 7/3/2024 | 000131 WESTERN RIVERSIDE COUNTY, RCA | 70124 | | MSHCP MITIGATION FEES: MAY 2024 | 38,124.00 |
| | | | | | **Total :** | **38,124.00** |

**25 Vouchers for bank code :** wf **Bank total :** **59,955.22**

**25 Vouchers in this report** **Total vouchers :** **59,955.22**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218492 | 7/11/2024 | 001002 ARCHITERRA DESIGN GROUP | 32426 | | 05/25-24-06/24/24 SI COORDINATION | 1,521.53 |
| | | | 32427 | | 05/25-24-06/24/24 SI COORDINATION | 1,396.49 |
| | | | 32428 | | 05/25-24-06/24/24 SI COORDINATION | 716.55 |
| | | | 32429 | | 05/25-24-06/24/24 SI COORDINATION | 62.50 |
| | | | 32430 | | 05/25-24-06/24/24 SI COORDINATION | 718.75 |
| | | | 32431 | | 05/25-24-06/24/24 CITY PLAN - 1ST- OFFSI | 468.75 |
| | | | 32432 | | 05/25-24-06/24/24 LANDSCAPE DESIGNER | 281.25 |
| | | | 32433 | | 05/25-24-06/24/24 LANDSCAPE DESIGNER | 312.50 |
| | | | 32434 | | 05/25-24-06/24/24 PROJECT MANAGER | 437.50 |
| | | | 32435 | | 05/25-24-06/24/24 LANDSCAPE DESIGNER | 93.75 |
| | | | 32436 | | 05/25-24-06/24/24 LANDSCAPE DESIGNER | 500.00 |
| | | | 32437 | | 05/25-24-06/24/24 LANDSCAPE DESIGNER | 718.75 |
| | | | | | **Total :** | **7,228.32** |
| 218493 | 7/11/2024 | 000080 BURKE, WILLIAMS AND SORENSON,, LLF | 322528 | | LEGAL FEES - MAY 2024 CITY ATTORNEY RETA | 62,103.59 |
| | | | | | **Total :** | **62,103.59** |
| 218494 | 7/11/2024 | 000785 CORELOGIC SOLUTIONS, LLC | 82215563 | | JUNE 2024 CODE ENFORCEMENT SOFTWARE | 431.50 |
| | | | | | **Total :** | **431.50** |
| 218495 | 7/11/2024 | 000058 DEPARTMENT OF JUSTICE | 749150 | | JUNE 2024 FINGERPRINT APPS (3) | 147.00 |
| | | | | | **Total :** | **147.00** |
| 218496 | 7/11/2024 | 001574 DOCUSIGN INC | 11100304678 | | ESIGNATURE ENTERPRISE PRO EDITION/SUPPOR | 4,484.99 |
| | | | | | **Total :** | **4,484.99** |
| 218497 | 7/11/2024 | 000022 EDISON | 070124-0828 | | 06/01/24-06/30/24 ELECTRIC WILDOMAR CITY | 172.21 |
| | | | 070124-0962 | | 06/01/24-06/30/24 ELECTRIC CFD 2013-001 | 255.89 |
| | | | 070124-1202 | | 06/01/24-06/30/24 HIDDEN SPRINGS/CLINTON | 24.36 |
| | | | 070124-1757 | | 06/01/24-06/30/24 ELECTRIC CFD 2013-001 | 207.24 |
| | | | 070124-4293 | | 06/01/24-06/30/24 CSA22 SALES ACQUISITIO | 6,238.56 |
| | | | 070124-4487 | | 06/01/24-06/30/24 20505 PALAOMAR ST (MAR | 65.24 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218497 | 7/11/2024 | 000022 EDISON | (Continued) | | | |
| | | | 070124-4487CR | | 06/01/24-06/30/24 20505 PALOMAR ST (MARN | -8.24 |
| | | | 070124-4610 | | 06/01/24-06/30/24 ELECTRIC CFD 2013-001- | 132.55 |
| | | | 070124-4845 | | 06/01/24-06/30/24 CFD ZONE 2 | 66.27 |
| | | | 070124-7481 | | 05/13/24-06/30/24 CSA 103 | 511.96 |
| | | | 070124-7504 | | 06/01/24-06/30/24 CFD 2013-1 ORANGE/CORA | 32.26 |
| | | | 070124-7694 | | 06/01/24-06/30/24 CFD ZONE 3 | 225.39 |
| | | | 070124-8975 | | 06/01/24-06/30/24 CFD ZONE 3 | 132.53 |
| | | | 070124-9127 | | 06/01/24-06/30/24 ELECTRIC CFD 2013-001 | 251.66 |
| | | | | | **Total :** | **8,307.88** |
| 218498 | 7/11/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 13054493 | | 05/17/24-06/16/24 WATER ZONE 3 LOC 23 M1 | 147.10 |
| | | | 13054700 | | 05/17/24-06/16/24 WATER ZONE 30 LOC 1 | 103.04 |
| | | | 13054739 | | 05/17/24-06/16/24 WATER ZONE 30 LOC 49 M | 90.86 |
| | | | 13054995 | | 05/17/24-06/16/24 WATER ZONE 51 LOC 1 | 192.86 |
| | | | 13055161 | | 05/17/24-06/16/24 WATER BASEBALL FIELD | 452.55 |
| | | | 13055201 | | 05/17/24-06/16/24 WATER WIDSONG PARK | 396.24 |
| | | | 13055709 | | 05/17/24-06/16/24 WATER ZONE 3 LOC 29 M1 | 603.95 |
| | | | 13055787 | | 05/17/24-06/16/24 WATER ZONE 3 LOC 29 M2 | 259.98 |
| | | | 13055789 | | 05/17/24-06/16/24 WATER ZONE 30 LOC 1 | 297.92 |
| | | | 13055889 | | 05/17/24-06/16/24 WATER ZONE 3 LOC 42 & | 300.58 |
| | | | 13056283 | | 05/17/24-06/16/24 WATER 22450 1/2 CERVER | 95.28 |
| | | | 13056525 | | 05/17/24-06/16/24 WATER 22450 CERVERA | 153.61 |
| | | | 13057616 | | 05/17/24-06/16/24 WATER ZONE 62 - 22933 | 208.60 |
| | | | 13057702 | | 05/17/24-06/16/24 WATER ZONE 67 - ARNNET | 109.99 |
| | | | 13058111 | | 05/17/24-06/16/24 CFD 2022-1 NE WILDOMAR | 62.44 |
| | | | | | **Total :** | **3,475.00** |
| 218499 | 7/11/2024 | 001762 EMERGENCY-1 RESPONSE, INC. | 4356/2 | | EMT SERVICE (HOLIDAY EVENT) REPLACE THE | 250.00 |
| | | | | | **Total :** | **250.00** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218500 | 7/11/2024 | 002071 EPIC LAND SOLUTIONS, INC. | 0524-1474 | | WILDOMAR - CITY HALL BUILDING PROJECT. P | 6,526.73 |
| | | | | | **Total :** | **6,526.73** |
| 218501 | 7/11/2024 | 001325 GEOCON WEST, INC. | 724050407 | | CIP 026-1 TRHOUGH 5/19/24 | 4,262.00 |
| | | | | | **Total :** | **4,262.00** |
| 218502 | 7/11/2024 | 001666 INFINITY TECHNOLOGIES | 2268 | 0000567 | FEB 2024 DATTO OFFICE 365 BACKUP SERVICE | 1,244.16 |
| | | | 2623 | | JUNE 2024 GIS CONTRACTUAL SERVICES | 3,200.00 |
| | | | 2665 | | JUNE 2024 DATTO OFFICE 365 BACK UP SERVI | 11,356.14 |
| | | | | | **Total :** | **15,800.30** |
| 218503 | 7/11/2024 | 000499 INLAND EMPIRE LANDSCAPE INC | 43513 | | MAY 2024 LANDSCP IRRIGATION REPAIRS ZONE | 1,224.34 |
| | | | 43514 | | MAY 2024 LANDSCP MAINT ZONE 3 | 11,545.48 |
| | | | | | **Total :** | **12,769.82** |
| 218504 | 7/11/2024 | 000016 INNOVATIVE DOCUMENT SOLUTIONS | 261653 | | 6/1/24-6/30/24 CONTRACT COPIER SERVICES | 1,032.83 |
| | | | | | **Total :** | **1,032.83** |
| 218505 | 7/11/2024 | 002275 LOPEZ, GERARDO | 43024 | | DEVELOPERS DEPOSIT REFUND OF UNUSED FUND | 2,362.06 |
| | | | | | **Total :** | **2,362.06** |
| 218506 | 7/11/2024 | 002276 MIKE, LEWIS | 31324 | | DEVELOPERS DEPOSIT REFUND OF UNUSED FUND | 1,162.20 |
| | | | | | **Total :** | **1,162.20** |
| 218507 | 7/11/2024 | 002056 ORACLE AMERICA, INC. | 101416880 | | NEW ERP REPLACEMENT (JUNE) 5/28/24-6/26/ | 16,086.27 |
| | | | | | **Total :** | **16,086.27** |
| 218508 | 7/11/2024 | 002043 P.E.O. INTERNATIONAL, CHAPTER VZ | 70224 | | REFUND OF UNUSED COMMUNITY ROOM RENTAL F | 24.00 |
| | | | | | **Total :** | **24.00** |
| 218509 | 7/11/2024 | 000289 RIVERSIDE COUNTY SHERIFF, TECHNIC/ | SH0000046102 | | RIVERSIDE COUNTY SHERIFF - COMMUNICATION | 38,845.00 |

Bank code : wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218509 | 7/11/2024 | 000289 000289 RIVERSIDE COUNTY SHERIFF, TECHNIC (Continued) | | | **Total :** | **38,845.00** |
| 218510 | 7/11/2024 | 000047 RIVERSIDE COUNTY, SHERIFF'S DEPART | SH000004616 | | CONTRACT LAW ENFORCEMENT THROUGH 05/29/2 | 483,904.18 |
| | | | | | **Total :** | **483,904.18** |
| 218511 | 7/11/2024 | 001921 SCA OF CA, LLC | 109230CS | | CFD 2013-1 ZONE 2 SWEEPS | 4,735.18 |
| | | | | | **Total :** | **4,735.18** |
| 218512 | 7/11/2024 | 001806 SOUTHERN CALIFORNIA NEWS, GROUP | 11670198 | | PUBLIC NOTICE - NOPH ON DELINQUEST TRAHS | 124.65 |
| | | | 11674415 | | PUBLIC NOTICE - ZOA 2024-01 NOPM | 255.53 |
| | | | | | **Total :** | **380.18** |
| 218513 | 7/11/2024 | 002052 ST. FRANCIS ELECTRIC | 23164139 | | TRAFFIC SIGNAL MAINTENANCE SERVICES MAY | 22,712.43 |
| | | | 23164140 | | TRAFFIC SIGNAL MAINTENANCE SERVICES MAY | 1,382.52 |
| | | | | | **Total :** | **24,094.95** |
| 218514 | 7/11/2024 | 001720 STERICYCLE, INC | 8007563846 | | CONTRACTUAL SHREDDING SVC | 171.28 |
| | | | | | **Total :** | **171.28** |
| 218515 | 7/11/2024 | 000918 TKE ENGINEERING INC | 2024-471 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 946.50 |
| | | | 2024-472 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 195.00 |
| | | | 2024-473 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 65.00 |
| | | | 2024-474 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 195.00 |
| | | | 2024-475 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 650.00 |
| | | | 2024-476 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 715.00 |
| | | | 2024-477 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 910.00 |
| | | | 2024-478 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 479.00 |
| | | | 2024-479 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 65.00 |
| | | | 2024-480 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 296.50 |
| | | | 2024-481 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 7,554.00 |
| | | | 2024-483 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 1,833.00 |
| | | | 2024-484 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 195.00 |
| | | | 2024-485 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 260.00 |
| | | | 2024-486 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 1,182.00 |
| | | | 2024-487 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 65.00 |
| | | | 2024-488 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 390.00 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218515 | 7/11/2024 | 000918 TKE ENGINEERING INC | (Continued) | | | |
| | | | 2024-489 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 325.00 |
| | | | 2024-490 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 130.00 |
| | | | 2024-491 | | CONTRACTUAL SVC 04/01/24-04/30/24 | 65.00 |
| | | | 2024-512 | | CIP 026-2, DESIGN PS&E 04/01/24-04/30/24 | 2,670.00 |
| | | | 2024-629 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,813.00 |
| | | | 2024-632 | | CONTRACTUAL SVC 04/07/24-05/31/24 | 630.00 |
| | | | | | **Total :** | **21,629.00** |
| 218516 | 7/11/2024 | 001753 YORK, DANIEL | 60324 | | REIMBURSE: MEETING - LUNCH | 26.57 |
| | | | | | **Total :** | **26.57** |

**25 Vouchers for bank code :** wf **Bank total :** **720,240.83**

**25 Vouchers in this report** **Total vouchers :** **720,240.83**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218522 | 7/18/2024 | 001002 ARCHITERRA DESIGN GROUP | 32261 | | 03/25/24-04/24/24 SI COORDINATION | 1,848.35 |
| | | | 32262 | | 03/25/24-04/24/24 SI COORDINATION | 2,298.95 |
| | | | 32263 | | 03/25/24-04/24/24 SI COORDINATION | 1,877.30 |
| | | | 32264 | | 03/25/24-04/24/24 SI COORDINATION | 958.70 |
| | | | 32265 | | 03/25/24-04/24/24 SI COORDINATION | 281.25 |
| | | | 32266 | | 03/25/24-04/24/24 LANDSCAPE DESIGNER | 31.25 |
| | | | 32267 | | 03/25/24-04/24/24 LANDSCAPE DESIGNER | 723.75 |
| | | | 32269 | | 03/25/24-04/24/24 CAD DESIGNER & LANDSCA | 638.40 |
| | | | | | **Total :** | **8,657.95** |
| 218523 | 7/18/2024 | 001622 COMMERCIAL BUILDING MANAGEMENT, | 70149 | | MARCH 2024 JANITORIAL SVC - MARNA OBRIEN | 4,994.85 |
| | | | 70150 | | MARCH 2024 SUPPLIES - MARNA O'BRIEN | 362.39 |
| | | | 70332 | | JUNE 2024 JANITORIAL SVC - MARNA OBRIEN | 4,604.85 |
| | | | 70333 | | JUNE 2024 SUPPLIES - MARNA O'BRIEN | 372.36 |
| | | | | | **Total :** | **10,334.45** |
| 218524 | 7/18/2024 | 001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY | PE0000001905 | | MONTHLY RADIO COMMUNICATION - SHERIFF | 649.93 |
| | | | | | **Total :** | **649.93** |
| 218525 | 7/18/2024 | 000002 CRYSTAL CLEAN MAINTENANCE | 703 O | | JUNE 2024 - CITY HALL JANITORIAL SERVICE | 3,214.75 |
| | | | | | **Total :** | **3,214.75** |
| 218526 | 7/18/2024 | 002287 DEPARTMENT OF INDUSTRIAL, RELATIO | E 2076244 SB | | ELEVATOR CERTIFICATE | 225.00 |
| | | | | | **Total :** | **225.00** |
| 218527 | 7/18/2024 | 000058 DEPARTMENT OF JUSTICE | 750982 | | JUNE 2024 BLOOD ALCOHOL ANALYSIS (8) | 280.00 |
| | | | | | **Total :** | **280.00** |
| 218528 | 7/18/2024 | 000075 DOGGIE WALK BAGS, INC. | 0113206 | | DISPENSER BAGS - MARNA O'BRIEN | 289.88 |
| | | | | | **Total :** | **289.88** |
| 218529 | 7/18/2024 | 000342 FENCE MASTERS | 60524 | | REPAIR CHAIN LINK FENCE AT FIRE STATION | 2,185.00 |
| | | | | | **Total :** | **2,185.00** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218530 | 7/18/2024 | 000072 INTERWEST CONSULTING GROUP | 482899 | | BUILDING & SAFETY - MARCH 2024 | 35,619.24 |
| | | | | | **Total :** | **35,619.24** |
| 218531 | 7/18/2024 | 001983 OCCUPATIONAL HEALTH CENTERS OF, C | 83411292 | | PHYSICAL EXAM W/RAPID ECUP AVAREZ, JOSE | 213.00 |
| | | | 83481323 | | PHYSICAL EXAM W/RAPID ECUP CABRIAN, ALEJ | 213.00 |
| | | | | | **Total :** | **426.00** |
| 218532 | 7/18/2024 | 002284 OTIS ELEVATOR COMPANY | F10000198890 | | ELEVATOR INSPECTION | 95.00 |
| | | | | | **Total :** | **95.00** |
| 218533 | 7/18/2024 | 000185 PITNEY BOWES | 70724 | | POSTAGE METER REFILL 06/12/24 | 502.25 |
| | | | | | **Total :** | **502.25** |
| 218534 | 7/18/2024 | 001107 PLACEWORKS | 83606 | | JUNE 2024 CONTRACTUAL SVC -GP UPDATE/EIR | 40,311.30 |
| | | | 83689 | | JUNE 2024 CONTRACTUAL SVC -PROJECT RELAT | 12,368.75 |
| | | | 83690 | | JUNE 2024 CONTRACTUAL SVC -PROJECT RELAT | 68.75 |
| | | | 83692 | | JUNE 2024 CONTRACTUAL SVC -PROJECT RELAT | 8,328.75 |
| | | | | | **Total :** | **61,077.55** |
| 218535 | 7/18/2024 | 001393 SOCALGAS | 71024 | | 06/06/24-07/08/24 GAS - FIRE DEPT 32637 | 52.47 |
| | | | | | **Total :** | **52.47** |
| 218536 | 7/18/2024 | 001258 SUNBELT RENTALS, INC. | 154441723-0001 | | EQUIPMENT RENTAL | 268.81 |
| | | | | | **Total :** | **268.81** |
| 218537 | 7/18/2024 | 000918 TKE ENGINEERING INC | 2024-482 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 788.00 |
| | | | 2024-634 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 195.00 |
| | | | 2024-635 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 260.00 |
| | | | 2024-636 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 585.00 |
| | | | 2024-637 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 195.00 |
| | | | 2024-638 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 260.00 |
| | | | 2024-639 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 130.00 |
| | | | 2024-640 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 130.00 |
| | | | 2024-641 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 2,670.50 |
| | | | 2024-642 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 130.00 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218537 | 7/18/2024 | 000918 TKE ENGINEERING INC | (Continued) | | | |
| | | | 2024-643 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,637.00 |
| | | | 2024-644 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 325.00 |
| | | | 2024-645 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 520.00 |
| | | | 2024-646 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,744.50 |
| | | | 2024-647 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,235.00 |
| | | | 2024-649 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 65.00 |
| | | | 2024-650 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 260.00 |
| | | | 2024-651 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 2,234.00 |
| | | | 2024-652 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 65.00 |
| | | | 2024-653 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 585.00 |
| | | | 2024-654 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 65.00 |
| | | | 2024-655 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,537.00 |
| | | | 2024-656 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,596.00 |
| | | | 2024-657 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,040.00 |
| | | | 2024-658 | | CONTRACTUAL SVC 05/01/24-05/31/24 | 1,560.00 |
| | | | | | **Total :** | **19,812.00** |

**16 Vouchers for bank code :** wf **Bank total : 143,690.28**

**16 Vouchers in this report** **Total vouchers : 143,690.28**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218552 | 7/25/2024 | 001913 ABSOLUTE INTERNATIONAL, SECURITY I | 2020110203 | | 06/01/24-06/30/24 SECURITY PATROL | 7,994.56 |
| | | | | | **Total :** | **7,994.56** |
| 218553 | 7/25/2024 | 001678 CALIFORNIA INTERGOVERNMENTAL, RIS | INV-2311 | | CIRA WORK COMP APR - JUNE 2024 | 6,431.81 |
| | | | | | **Total :** | **6,431.81** |
| 218554 | 7/25/2024 | 002118 CORODATA SHREDDING, INC. | rs5025343 | | FINANCE RECORDS STORAGE | 53.95 |
| | | | | | **Total :** | **53.95** |
| 218555 | 7/25/2024 | 000022 EDISON | 061324-7372 | | 06/13/24-07/15/24 24211 CLINTON KEITH RD | 99.92 |
| | | | 071524-3123 | | 06/12/24-07/14/24 23873 CLINTON KEITH RD | 367.03 |
| | | | 071524-3487 | | 06/12/24-07/14/24 23873 CLINTON KEITH RD | 520.26 |
| | | | 071524-7255 | | 06/12/24-07/14/24 23873 CLINTON KEITH RD | 382.62 |
| | | | 071624-3047 | | 06/13/24-07/15/24 34311 MISSION TRAIL TC | 108.42 |
| | | | 071624-3243 | | 06/13/24-07/15/24 31818 CENTRAL ST LS3 | 29.56 |
| | | | 071624-3950 | | 06/13/24-07/15/24 34311 MISSION TRAIL LS | 31.95 |
| | | | 071624-5361 | | 06/13/24-07/15/24 31818 CENTRAL TC1 | 100.66 |
| | | | 071624-8688 | | 06/13/24-07/15/24 21458 GRAND AVE TC1 | 98.71 |
| | | | 071824-0022 | | 06/17/24-07/17/24 22628 WILDOMAR TRAIL T | 122.32 |
| | | | 071824-3767 | | 06/17/24-07/17/24 31160 CINTON KEITH RD | 13.98 |
| | | | 071824-5249 | | 06/17/24-07/17/24 32975 WILLOW BAY RD | 29.20 |
| | | | 071824-7366 | | 06/17/24-07/17/24 32975 WILLOW BAY RD TC | 100.20 |
| | | | | | **Total :** | **2,004.83** |
| 218556 | 7/25/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 13099124 | | 06/10/24-07/10/24 WATER ZONE 3 LOC 25 M1 | 1,332.25 |
| | | | 13099125 | | 06/10/24-07/10/24 WATER ZONE 3 LOC 25 M2 | 1,709.88 |
| | | | 13100894 | | 06/10/24-07/10/24 WATER ZONE 3 LOC 24 M1 | 710.13 |
| | | | 13102062 | | 06/10/24-07/10/24 WATER CFD 2013-1, ZONE | 540.68 |
| | | | 13102221 | | 06/10/24-07/10/24 WATER MALAGA GATEWAY P | 192.78 |
| | | | | | **Total :** | **4,485.72** |
| 218557 | 7/25/2024 | 002125 EMPIRE DESIGN GROUP, INC. | 1512 | | FINAL PROGRESS PAYMENT ON CONTRACT - UPO | 14,750.00 |

Bank code : wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218557 | 7/25/2024 | 002125 002125 EMPIRE DESIGN GROUP, INC. | (Continued) | | **Total :** | **14,750.00** |
| 218558 | 7/25/2024 | 000571 FRED PRYOR SEMINARS, PRYOR LEARN | 034342245-24177 | | TRAINING | 299.00 |
| | | | | | **Total :** | **299.00** |
| 218559 | 7/25/2024 | 001743 GOPHER SQUAD | 000671 | | GOPHER TREATMENT | 985.00 |
| | | | | | **Total :** | **985.00** |
| 218560 | 7/25/2024 | 002255 HAZZARD BACKFLOW INC | 39002 | 0000554 | ANNUAL BACKFLOW DEVISE TESTING - ZONE 3 | 1,345.00 |
| | | | | 0000554 | | |
| | | | | | **Total :** | **1,345.00** |
| 218561 | 7/25/2024 | 001911 HDL SOFTWARE LLC. | SIN040859 | | JUNE 2024 HDL FEES | 2,930.58 |
| | | | | | **Total :** | **2,930.58** |
| 218562 | 7/25/2024 | 001983 OCCUPATIONAL HEALTH CENTERS OF, C | 83633207 | | PHYSICAL EXAM W/RAPID ECUP WIRTH, MITCHE | 213.00 |
| | | | | | **Total :** | **213.00** |
| 218563 | 7/25/2024 | 001107 PLACEWORKS | 83602 | | JUNE 2024 CONTRACTUAL SVC - PROJECT RELA | 324.50 |
| | | | 83603 | | JUNE 2024 PROF. SVCS. - 27 ACRE PARK CIP | 8,712.28 |
| | | | 83605 | | JUNE 2024 PROF. SVCS. - CIP 099 20 - ACR | 7,875.45 |
| | | | 83688 | | JUNE 2024 CONTRACTUAL SVC - CLINTON KEIT | 28,025.28 |
| | | | | | **Total :** | **44,937.51** |
| 218564 | 7/25/2024 | 000042 PV MAINTENANCE, INC. | 005-282 | | CITYWIDE MAINT. CONTRACTUAL SERVICES - J | 177,056.86 |
| | | | | | **Total :** | **177,056.86** |
| 218565 | 7/25/2024 | 000051 RCHCA | 72224 | | SKR FEES - 06-01/2024-06/30/2024 | 500.00 |
| | | | | | **Total :** | **500.00** |
| 218566 | 7/25/2024 | 002052 ST. FRANCIS ELECTRIC | 23164145 | | TRAFFIC SIGNAL MAINTENANCE SERVICE JUNE | 1,480.75 |
| | | | 23164146 | | TRAFFIC SIGNAL MAINTENANCE SERVICE JUNE | 1,210.62 |
| | | | 23164147 | | TRAFFIC SIGNAL MAINTENANCE SERVICE JUNE | 368.13 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218566 | 7/25/2024 | 002052 ST. FRANCIS ELECTRIC | (Continued) | | | |
| | | | 23164148 | | TRAFFIC SIGNAL MAINTENANCE SERVICE JUNE | 1,628.41 |
| | | | | | **Total :** | **4,687.91** |
| **15** | **Vouchers for bank code :** | wf | | | **Bank total :** | **268,675.73** |
| **15** | **Vouchers in this report** | | | | **Total vouchers :** | **268,675.73** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218480 | 7/3/2024 | 000760 ARMADA ADMINISTRATORS | 216011 | | JULY 2024 PREMIUM - CITY MANAGER | 4,278.00 |
| | | | | | **Total :** | **4,278.00** |
| 218481 | 7/3/2024 | 000299 AUDITOR CONTROLLER GAD- LAFCO | AC0000002095 | | LAFCO FEES FY 24/25 | 2,986.82 |
| | | | | | **Total :** | **2,986.82** |
| 218482 | 7/3/2024 | 001902 CIVICPLUS LLC | 301542 | 0000523 | CIVICGOV ERP SOFTWARE | 50,000.00 |
| | | | | | **Total :** | **50,000.00** |
| 218483 | 7/3/2024 | 001450 FRANCHISE TAX BOARD | 70324 | | WITHHOLDING ORDER - S STANTON CASE #5621 | 50.00 |
| | | | | | **Total :** | **50.00** |
| 218484 | 7/3/2024 | 002189 LCW LIEBERT CASSIDY WHITMORE | W1035-10000 | | ERC MEMBERSHIP W/BASIC AND PREMIUM LIEBE | 900.00 |
| | | | | | **Total :** | **900.00** |
| 218485 | 7/3/2024 | 002097 PARENTO AGENCY LLC | 1446 | | PAID PARENTAL LEAVE INSURANCE PREMIUM | 2,489.25 |
| | | | | | **Total :** | **2,489.25** |

**6 Vouchers for bank code :** wf **Bank total :** **60,704.07**

**6 Vouchers in this report** **Total vouchers :** **60,704.07**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218517 | 7/11/2024 | 000007 ANIMAL FRIENDS OF THE VALLEY,, INC. | JULY 2024 | | ANIMAL CONTROL SERVICE JULY 2024 | 7,000.00 |
| | | | | | **Total :** | **7,000.00** |
| 218518 | 7/11/2024 | 001748 CALIFORNIA CONSULTING, INC. | 6950 | 0000561 | GRANT WRITING SERVICE - JULY 2024 RETAIN | 4,850.00 |
| | | | | | **Total :** | **4,850.00** |
| 218519 | 7/11/2024 | 001669 COMCATE SOFTWARE INC | 8422 | | CODE ENFORCEMENT SOFTWARE 07/21/24-07/20 | 8,766.70 |
| | | | | | **Total :** | **8,766.70** |
| 218520 | 7/11/2024 | 000011 CR&R INC. | 386649 | | WASTE AND RECYCLING SERVICES 07/01/24-07 | 418.96 |
| | | | | | **Total :** | **418.96** |
| 218521 | 7/11/2024 | 000290 SOUTHERN CALIFORNIA, ASSOC. OF GC | SCAGFY25 0193 | | DUES ASSESSMENT FY 24/25 | 5,267.00 |
| | | | | | **Total :** | **5,267.00** |

**5 Vouchers for bank code :** wf **Bank total :** **26,302.66**

**5 Vouchers in this report** **Total vouchers :** **26,302.66**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218538 | 7/18/2024 | 001761 CHARTER COMMUNICATIONS | 2318070824 | | CABLE THROUGH 08/07/24 - FS61 | 5.35 |
| | | | | | **Total :** | **5.35** |
| 218539 | 7/18/2024 | 000367 CINTAS CORPORATION | 5219740212 | | CITY HALL FIRST AID & SAFETY | 442.52 |
| | | | | | **Total :** | **442.52** |
| 218540 | 7/18/2024 | 002285 DOWN TO EARTH LAND CLEARING, SOLI | Bandola625 | | MOW SERVICES AT APN 376-350-009 & APN 37 | 6,335.00 |
| | | | | | **Total :** | **6,335.00** |
| 218541 | 7/18/2024 | 001450 FRANCHISE TAX BOARD | 71824 | | WITHHOLDING ORDER - S STANTON CASE #5621 | 50.00 |
| | | | | | **Total :** | **50.00** |
| 218542 | 7/18/2024 | 001932 MIKE'S PREMIUM JUMPERS LLC | 29389860 | 0000568 | MARIACHI NIGHT 7/20/2024 | 971.31 |
| | | | | | **Total :** | **971.31** |
| 218543 | 7/18/2024 | 000048 MURRIETA LOCK AND SAFE, INC. | 11332 | | REKEY CILINDER TO CITY KEY & B MASTER KE | 220.00 |
| | | | | | **Total :** | **220.00** |
| 218544 | 7/18/2024 | 002284 OTIS ELEVATOR COMPANY | 100401593594 | | MAINTENANCE SERVICE FROM 7/1/24-7/31/24 | 322.69 |
| | | | | | **Total :** | **322.69** |
| 218545 | 7/18/2024 | 001258 SUNBELT RENTALS, INC. | 156454636-0001 | | EQUIPMENT RENTAL | 95.99 |
| | | | | | **Total :** | **95.99** |

**8 Vouchers for bank code :** wf **Bank total :** **8,442.86**

**8 Vouchers in this report** **Total vouchers :** **8,442.86**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218567 | 7/25/2024 | 000032 A BETTER PARTY, INC. | 61024 | 0000558 | CITY BIRTHDAY: TABLE AND CHAIR RENTAL | 975.91 |
| | | | | | **Total :** | **975.91** |
| 218568 | 7/25/2024 | 000760 ARMADA ADMINISTRATORS | 217369 | | AUG 2024 PREMIUM - CITY MANAGER | 4,278.00 |
| | | | | | **Total :** | **4,278.00** |
| 218569 | 7/25/2024 | 001678 CALIFORNIA INTERGOVERNMENTAL, RIS | INV-2238 | | PROPERTY PREMIUMS FY 24-25 | 403,011.30 |
| | | | | | **Total :** | **403,011.30** |
| 218570 | 7/25/2024 | 002289 CORTEZ, MISAEL | 100 | | CITY BIRTHDAY ENTERTAINMENT | 100.00 |
| | | | | | **Total :** | **100.00** |
| 218571 | 7/25/2024 | 001292 CRISP IMAGING | 513000 | | CIP 028-2 | 344.41 |
| | | | | | **Total :** | **344.41** |
| 218572 | 7/25/2024 | 001762 EMERGENCY-1 RESPONSE, INC. | 4590 | | EMT SERVICE - CITY BIRTHDAY CELEBRATION | 175.00 |
| | | | | | **Total :** | **175.00** |
| 218573 | 7/25/2024 | 001481 GLADWELL GOVERNMENTAL SERVICES, | 5521 | | BASIC ELECTION ADVISE SUBSCRIPTION NOV 2 | 250.00 |
| | | | | | **Total :** | **250.00** |
| 218574 | 7/25/2024 | 000685 GREAT AMERICA FINANCIAL SERVIC | 36952346 | | CANON COLOR SYST. #020-1472515 | 359.97 |
| | | | 36975137 | | CANON COLOR SYST. #016-1585799 | 214.24 |
| | | | | | **Total :** | **574.21** |
| 218575 | 7/25/2024 | 002288 GUILLIAMS, TRAVIS JOSEPH | 3211 | | CITY BIRTHDAY LIVE ENTERTAINMENT | 200.00 |
| | | | | | **Total :** | **200.00** |
| 218576 | 7/25/2024 | 002255 HAZZARD BACKFLOW INC | 39190 | | BACKFLOW DEVISE REPAIRS FOR FIRE STATION | 350.00 |
| | | | | | **Total :** | **350.00** |
| 218577 | 7/25/2024 | 002277 INLAND EMPIRE A/V RENTALS | 5522 | 0000563 | SOUND/STAGE/LIGHTING FOR CITY BIRTHDAY | 6,020.00 |
| | | | | | **Total :** | **6,020.00** |
| 218578 | 7/25/2024 | 000122 INTERNATIONAL INSTITUTE OF, MUNICIF | 70924 | | ANNUAL MEMBERSHIP FEE | 225.00 |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218578 | 7/25/2024 | 000122 000122 INTERNATIONAL INSTITUTE OF, MUNICIF (Continued) | | | **Total :** | **225.00** |
| 218579 | 7/25/2024 | 000304 JOE A. GONSALVES & SON | 161807 | 0000572 | JULY 2024 PROF. CONTRACTUAL LEGISLATIVE | 3,000.00 |
| | | | | | **Total :** | **3,000.00** |
| 218580 | 7/25/2024 | 002095 LOSCHIAVO, ALYSSA | 003 | | CITY BIRTHDAY PERFORMANCE LIVE MUSIC 7/2 | 180.00 |
| | | | | | **Total :** | **180.00** |
| 218581 | 7/25/2024 | 001101 SIGNS BY TOMORROW | 32880 | | CITY BIRTHDAY BANNER | 556.91 |
| | | | | | **Total :** | **556.91** |
| 218582 | 7/25/2024 | 002274 SITE SERVICES OF AMERICA | RINV17350 | 0000559 | CITY BIRTHDAY EVENT | 1,923.79 |
| | | | | | **Total :** | **1,923.79** |
| 218583 | 7/25/2024 | 001258 SUNBELT RENTALS, INC. | 156957028-0001 | | EQUIPMENT RENTAL | 631.19 |
| | | | | | **Total :** | **631.19** |
| 218584 | 7/25/2024 | 000219 WESTERN FIRE CO., INC. | 60017 | | FIRE EXTINGUISHER INSPECTION | 690.15 |
| | | | | | **Total :** | **690.15** |

**18 Vouchers for bank code :** wf **Bank total :** **423,485.87**

**18 Vouchers in this report** **Total vouchers :** **423,485.87**

**City of Wildomar**
**Wire Transfer Register**
**7/31/2024**

| ACH Date | Payee | Description | Amount |
|---|---|---|---|
| 7/2/2024 | Wells Fargo | Bank Admin Fee | $ 41.00 |
| 7/5/2024 | Big Easy Storage | Fleet Vehicle Storage | $ 299.00 |
| 7/5/2024 | Big Easy Storage | Fleet Vehicle Storage | $ 299.00 |
| 7/5/2024 | Big Easy Storage | Fleet Vehicle Storage | $ 299.00 |
| 7/11/2024 | Wells Fargo | Banking Fee Service Charge | $ 4,934.17 |
| 7/15/2024 | Viasat, Inc. | Cemetery Phone and Internet | $ 177.53 |
| 7/15/2024 | Viasat, Inc. | Cemetery Phone and Internet | $ 417.53 |
| 7/15/2024 | Wilmington Trust | Transfer of Supplimental Tax Reserve | $ 216,696.25 |
| 7/16/2024 | Golden State Escrow | Palomar Widening Right of Way | $ 4,344.00 |
| 7/16/2024 | Golden State Escrow | Clinton Keith Widening Right of Way | $ 126,583.00 |
| 7/16/2024 | Frontier Communications | Monthly Phone and Internet Services | $ 81.47 |
| 7/17/2024 | Frontier Communications | Monthly Phone and Internet Services | $ 159.99 |
| 7/17/2024 | CAMP | Transfer to Investment Portfolio | $ 5,000,000.00 |
| 7/19/2024 | US Bank | Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies | $ 15,074.65 |
| 7/22/2024 | Enterprise Fleet Management | Monthly City Vehicle Lease Payment | $ 6,019.98 |
| 7/24/2024 | Frontier Communications | Monthly Phone and Internet Services | $ 1,003.25 |
| 7/26/2024 | Frontier Communications | Monthly Phone and Internet Services | $ 56.98 |
| 7/26/2024 | Frontier Communications | Monthly Phone and Internet Services | $ 614.64 |
| | | **TOTAL** | $ 5,377,101.44 |

**City of Wildomar**
**Payroll Warrant Register**
**8/1/2024**

| ACH Date | Payee | Description | | Amount |
|---|---|---|---|---|
| 7/4/2024 | Heartland Payroll | 6/15/2024-6/28/2024 | $ | 178,582.27 |
| 7/18/2024 | Heartland Payroll | 6/29/2024-7/12/2024 | $ | 179,276.34 |
| 8/1/2024 | Heartland Payroll | 7/13/2024-7/26/2024 | $ | 140,993.18 |
| 8/1/2024 | Heartland Payroll | 7/1/2024-7/31/2024 | $ | 1,472.42 |
| | | **TOTAL** | **$** | **500,324.21** |

**SUBJECT:** June 2024 City Treasurers Report

**SUBMITTED BY:** Adam Jantz, Finance Manager

**PREPARED BY:** Adam Jantz, Finance Manager

**ACTION:**
Approve the Treasurer's Report for June 2024.

**SUMMARY:**
June 2024 City Treasurers Report

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

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

### CITY CASH

| FUND | ACCOUNT | INSTITUTION | BEGINNING BALANCE | + DEPOSITS | (-) WITHDRAWALS | ENDING BALANCE | RATE |
|---|---|---|---|---|---|---|---|
| All | All | WELLS FARGO | $ 9,904,797.95 | $ 4,776,551.93 | (3,918,392.50) | $ 10,762,957.38 | 5.16493% |
| | | TOTAL | $ 9,904,797.95 | $ 4,776,551.93 | $ (3,918,392.50) | $ 10,762,957.38 | |

### 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 | 14.29% | N/A | 4.480% |
| Various | CAMP POOL | $ 12,203,353.40 | $ 12,203,353.40 | $ 12,203,353.40 | 34.89% | N/A | 5.430% |
| Various | CAMP MANAGED ACCOUNT | $ 17,704,553.69 | $ 17,704,553.69 | $ 17,778,098.13 | 50.82% | 857 | 4.990% |
| | TOTAL | $ 34,906,304.82 | $ 34,906,304.82 | $ 34,979,849.26 | 100.00% | | |

| | | |
|---|---|---|
| CITY | TOTAL CASH AND INVESTMENTS | $ 45,669,262.20 |

### 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 | 4.480% |
| 100 | General | CAMP POOL | $ 4,949,924.51 | $ 0.00 | $ 22,032.53 | $ 0.00 | $ 4,971,957.04 | 5.430% |
| 115 | ARPA | CAMP POOL | $ 1,577,932.09 | $ 0.00 | $ 7,023.51 | $ 0.00 | $ 1,584,955.60 | 5.430% |
| 120 | AA | CAMP POOL | $ 2,589,303.33 | $ 0.00 | $ 11,525.21 | $ 0.00 | $ 2,600,828.54 | 5.430% |
| 461 | DIF Park In | CAMP POOL | $ 2,608,199.83 | $ 0.00 | $ 11,609.32 | $ 0.00 | $ 2,619,809.15 | 5.430% |
| 301 | ENDWMNT | CAMP POOL | $ 423,916.18 | $ 0.00 | $ 1,886.89 | $ 0.00 | $ 425,803.07 | 5.430% |
| 100 | General | CAMP MANAGED ACCOUNT | $ 6,176,491.20 | $ 0.00 | $ 12,523.46 | $ 0.00 | $ 6,189,014.66 | 4.990% |
| 110 | DEVAG | CAMP MANAGED ACCOUNT | $ 502,453.63 | $ 0.00 | $ 1,017.01 | $ 0.00 | $ 503,470.64 | 4.990% |
| 120 | AA | CAMP MANAGED ACCOUNT | $ 6,280,267.98 | $ 0.00 | $ 12,714.68 | $ 0.00 | $ 6,292,982.66 | 4.990% |
| 212 | WASTE | CAMP MANAGED ACCOUNT | $ 1,041,040.79 | $ 0.00 | $ 2,107.21 | $ 0.00 | $ 1,043,148.00 | 4.990% |
| 300 | CEM | CAMP MANAGED ACCOUNT | $ 1,041,040.79 | $ 0.00 | $ 2,107.21 | $ 0.00 | $ 1,043,148.00 | 4.990% |
| 440 | DIF Roads | CAMP MANAGED ACCOUNT | $ 2,627,471.03 | $ 0.00 | $ 5,318.69 | $ 0.00 | $ 2,632,789.72 | 4.990% |
| | | TOTAL | $ 34,816,439.10 | $ 0.00 | $ 89,865.72 | $ 0.00 | $ 34,906,304.82 | |

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

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

*Heidi Schrader*
**Heidi Schrader**
**City Treasurer**

*7/9/2024*
**Date**

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

**SUBJECT:** 2nd Reading of Ordinance No. 242

**SUBMITTED BY:** Raul Berroteran, Code Enforcement Manager

**PREPARED BY:** Raul Berroteran, Code Enforcement Manager

**ACTION:**
Adopt an ordinance titled:

ORDINANCE NO. 242
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 8.96 (SEWAGE DISCHARGE) OF THE WILDOMAR MUNICIPAL CODE

**SUMMARY:**

**DISCUSSION:**
The City Council approved the first reading of Ordinance No. 242 at their July 10, 2024 meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 242.

**ATTACHMENTS:**
Attach A - Ordinance No. 242.docx

**ATTACHMENT A**

**Ordinance No. 242**

**ORDINANCE NO. 242**

**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 SECOND READING** this 14th, day of August, 2024.

_____
Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

_____
Thomas D. Jex
City Attorney

**ATTEST:**

_____
Janet Morales, CMC
City Clerk

# EXHIBIT 1

## 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.

**SUBJECT:** Amendment No. 2 to Interwest Consulting Group Agreement for Right-of-Way Acquisition Services for the Palomar Street Widening Project, Phase 2 (CIP 028-2)

**SUBMITTED BY:** Jason Farag, Public Works Director

**PREPARED BY:** Warren Repke, Project Manager

**ACTION:**
Authorize the City Manager to approve a Task Agreement Amendment for additional right-of-way acquisition services for the Palomar St. Widening Project, Phase 2 (CIP 028-2), in the amount of $24,175.

**SUMMARY:**

The City previously entered into a Task Order Agreement with Interwest Consulting Group to provide right-of-way acquisition services for the widening of Palomar Street from Wildomar Trail to Gruwell Street. Additional services are required to complete the acquisition process.

**BACKGROUND:**
The City and Interwest Consulting Group entered into an agreement in the amount of $92,265 for professional right-of-way acquisition services on May 11, 2022, to obtain the required right-of-way for the widening and improvement of Palomar Street from Wildomar Trail to Gruwell Street (Agreement). A first amendment to the Agreement (Amendment No. 1) was approved in the amount of $18,800 on May 7, 2023, to provide additional services requested by the City revising the total contract amount to $111,065. These services included acquisition of two additional properties north of Gruwell Street that were added to the project.

The Project was advertised for construction in July, and the bid opening date is currently scheduled for August 20. If a contract is awarded, construction is expected to begin later this year.

**DISCUSSION:**
During the acquisition process, several issues occurred that required the Interwest to provide services outside of the original scope of work. These included:

- Additional meetings and right-of-way documents due to the addition of driveway improvements at the Wildomar Elementary School
- Full acquisition of two parcels after the required partial acquisition was complete.
- Processing condemnation documents for a non-cooperating parcel.
- Preparation of landscape agreements for two existing commercial properties.

Interwest has provided a proposal in the amount of $24,175 for these additional services

revising the total agreement amount to $135,240. A Second Amendment to the Task Agreement with Interwest has been prepared and is included as Attachment A. The Second Amendment includes a copy of the Interwest proposal. Staff has reviewed the proposal and recommends the City Council authorize the City Manager to execute a Task Agreement Amendment to approve the additional scope and fee.

**FISCAL IMPACT:**
Right-of-way acquisition services for the project are funded by TUMF funds. Adequate funds are included in the approved FY 24/25 budget to cover these expenses. No additional funds are needed at this time.

**ATTACHMENTS:**
A - Task Order Agreement Amendment No. 2

# TASK ORDER AGREEMENT AMENDMENT

**TASK AGREEMENT #1 CIP 28-2**
**Amendment #2**
***Interwest Consulting Group***

**PROFESSIONAL ON-CALL SERVICES**

This PROJECT AGREEMENT AMENDMENT is made this 8th day of May, 2024 to amend the Scope of Services and Price of Task Agreement #1 for CIP 028-2 dated the 23rd day of May, 2022, by and between the City of Wildomar, a municipal corporation, hereinafter called "CITY" and Interwest Consulting Group, hereinafter called "CONSULTANT".

1. **SCOPE OF SERVICES.** CONSULTANT shall provide all professional right of way acquisition services necessary and required to complete the additional work described in the Scope of Services attached hereto as Exhibit "A".

2. **PRICE.** The additional services shall be provided on a time & materials basis with a not to exceed price of $24,175.00 as attached hereto as Exhibit "A"

3. **SCHEDULE.** The services shall be provided in accordance with the Schedule of Performance as approved by CITY.

4. This PROJECT AGREEMENT AMENDMENT includes all the terms and conditions contained in that certain On-Call Agreement for Professional Engineering Services, executed by the parties, and approved by the Wildomar City Council on April 2, 2008, and amended on June 7, 2017.

5. **SPECIAL PROVISIONS.** The terms and conditions attached hereto as "SPECIAL PROVISIONS", if any, are included as part of this PROJECT AGREEMENT AMENDMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

| | | |
|---|---|---|
| Dated: _____, 2022 | | Dated: May 10, 2024, 2022 |
| CITY OF WILDOMAR, a municipal corporation<br><br>By_____<br>Signature<br><br>_____<br>Name and Title | | INTERWEST<br><br>By Paul Meschino<br>Signature<br><br>Paul Meschino, President<br>Interwest Consulting Group, Inc.<br>Name and Title |

## EXHIBIT A

### 1. SPECIAL PROVISIONS
**None**

### 2. SCOPE OF SERVICES & PRICE
**Attached**

INTERWEST

April 22, 2024

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

**Re: Budget for Contract Amendment**
**Palomar/Gruwell Street and Sidewalk Improvement Project (Project)**

Dear Mr. Repke,

It is our understanding the Project budget has been expended for the original scope of work by the amount of approximately $13,000. As requested, we are providing an estimate of right of way services cost to complete the project, as well as provide support for the budget overate. Both of these breakdowns are enclosed with this letter.

The total amount for amendment would be the overage of approximately $13,000 plus an additional $11,175 for the remaining work to complete the project, for a total of $24,175.

Thank you for the opportunity to continue working with the City to complete the Project. Should you have any questions regarding the scope of work provided or need additional information, please give me a call at (949)370-9035 or by email at jmiller@interwestgrp.com.

We look forward to completion of the Project.

Sincerely,

Jeremy Miller
Project Manager

## REMAINING SCOPE OF WORK

| Parcel ID | (APN) | Remaining Work |
|---|---|---|
| PA-1 | 376-141-001 | Complete ROE and Easement Agreement with LEUSD |
| PA-2 | 376-150-005 | Escrow process |
| PA-3 | 376-052-003 | Extension of Temporary Construction Easement |
| PA-4 | 376-052-002 | Extension of Temporary Construction Easement |
| PA-10 | 376-060-018 | Complete signing and escrow process |
| PA-15 | 368-091-025 | Complete signing and escrow closing process. |
| Misc | All APNs | Any miscellaneous or unforeseen work |

## FEE PROPOSAL

| JOB TITLE | HOURS | HOURLY RATE | TOTAL |
|---|---|---|---|
| Project Manager | 40 | $150 | $6,000 |
| Sr. Acquisition Agent | 35 | $135 | $4,725 |
| | | LABOR COST | $ 10,725 |

| OTHER DIRECT COSTS (ODCs) | | | |
|---|---|---|---|
| **Mileage, Postage, FedEx** | | | $450 |
| | | ODCs COST | $450 |

| TOTAL RIGHT OF WAY SERVICES COST FOR COMPLETION | $11,175.00 |
|---|---|

### Optional Services

| TASK | HOURLY RATE |
|---|---|
| **Condemnation Support** (BILLED HOURLY AS NEEDED ) | $150 |

**Assumptions**
If any additional land rights beyond this scope are required, the City and Interwest will determine the additional services required and amend this scope accordingly.

# Additional Work Completed from Original Scope of Work
## (Support for Overage)

| Parcel ID | (APN) | Additional Work Completed Beyond Original Scope |
|---|---|---|
| PA-1 | 376-141-001 | Discussions with LEUSD regarding Right of Entry and Dedication. Worked with legal counsel and prepared Right of Entry Agreement and Easement Dedication documents not part of original ROW scope. |
| PA-2 | 376-150-005 | Right of Way changed from the original scope to increase the permanent easement area after all acquisition documents were signed. Required preparing additional waiver valuation, updating and revising acquisition documents, and additional meetings with the property owners to sign new documents for the new ROW area. |
| PA-4 | 376-052-002 | Negotiations and preparation of Landscape and Maintenance Agreement not in original ROW scope of work. Original scope was for a TCE only. |
| PA-5 | 376-052-001 | Negotiations and preparation of Landscape and Maintenance Agreement not in original ROW scope of work. Original scope was for a TCE only. |
| PA-9 | 376-051-001/002 | Negotiations and preparation of full acquisition. Original scope of work was for acquisition of permanent and temporary rights. Prepared new offer package documents and purchase agreement. |

**SUBJECT:** Second Amendment to Agreement with Architerra Design Group for the 20-Acre Park Project (CIP 099)

**SUBMITTED BY:** Jason Farag, Public Works Director

**PREPARED BY:** Cameron Luna, Associate Engineer

**ACTION:**
Authorize the City Manager to execute the Second Amendment to the Agreement with Architerra Design Group for the 20-Acre Park Project

**SUMMARY:**
The Second Contract Amendment approves extra work to prepare a comprehensive geotechnical report required for the environmental phase of the project beyond the original scope of work.

**BACKGROUND:**
On June 14, 2023, the City Council approved the acquisition of 20-acres of vacant land for a future 20-Acre Park. The proposed 20-Acre Park (CIP 099, Project) is located east of Palomar St., south of Gierson Ave., and southeast of Pasadena St. The existing 20-acre property is vacant and includes trees, natural vegetation, some irrigation, and some unimproved walking trails and is characterized by rolling topography. To preserve and maintain the natural features of the existing property, the park has been proposed as a passive nature park with limited active amenities and a focus on passive amenities. The City entered into an agreement with Architerra Design Group (Architerra) on July 12, 2023, for the design of the 20-Acre Park (Agreement).

**DISCUSSION:**
The original Agreement provides for design professional services to design and prepare plans, specifications, and estimates for the 20-Acre Park (Agreement). The original Agreement amount was $243,035.

On December 13, 2023, a First Amendment to the Agreement was approved to include Phase 2 design elements with the Phase 1 delivery, providing time efficiencies in preparing plans, specifications, and estimates for the entire 20-Acre Park site resulting in a new Agreement cost of $350,960.

The proposed Second Amendment is to incorporate extra work to add the preparation of a geotechnical report covering the entire 20-acre site, resulting in an increase of $19,893 for a new Agreement total cost of $370,853. The original scope of work for a geotechnical report was limited to only areas of proposed structures and did not cover the full extent of the site. To complete the Project environmental document, a more comprehensive geotechnical report is

required. No other changes to the Agreement are proposed. A copy of the proposed Second Amendment is included as Attachment A. A copy of the extra work proposal is included as Attachment B.

**FISCAL IMPACT:**
The Second Amendment is for a cost not to exceed $19,893. Adequate funds were already included in the approved 5-Year CIP Booklet and in the FY 24/25 budget to cover the cost of these items. No budget amendment is needed. Proposed funding is from DIF Park Improvement funds (Fund 461).

**ATTACHMENTS:**
A - Second Amendment

# SECOND AMENDMENT TO
# DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR 20 ACRE PARK

by and between the

## CITY OF WILDOMAR

and

## ARCHITERRA DESIGN GROUP, INC.

Dated August 14, 2024

**SECOND AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE 20 ACRE PARK**

This Second Amendment to Agreement for Design Professional Services ("Second Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and Architerra Design Group, Inc. a State of California Corporation ("Design Professional"), as follows:

## RECITALS

A. City and Design Professional entered in an agreement for Design Professional Services on July 12, 2023 ("Agreement"). The Agreement provides that Design Professional will perform Landscape Architectural services.

B. Section 2 of the Agreement provides that Scope and Cost for the performance of the services.

C. The City and Design Professional entered in a First Amendment to Agreement on December 12, 2023. The First Amendment amends Section 4 of the agreement relating to the Total Compensation of the Agreement.

D. This Second Amendment amends Section 2 scope of services for preparing a comprehensive geotechnical report (Exhibit D), and Section 4 of the agreement relating to the Total Compensation of the Agreement.

## OPERATIVE PROVISIONS

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

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

1.1 Section 2 of the Agreement is hereby amended to read as follows:

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and Exhibit "D" and made a part of this Agreement by this reference.

1.2 Section 4 of the Agreement is hereby 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 **Three Hundred Seventy Thousand Eight Hundred and Fifty Three dollars ($370,853)**, 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. **GENERAL PROVISIONS**

1.3 **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.

1.4 **Integration**. This Second Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

1.5 **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 Design Professional.

1.6 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

1.7 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

**CITY**

CITY OF WILDOMAR

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

**DESIGN PROFESSIONAL**

Architerra Design Group, Inc.

By:_____
Richard Krumwiede
Its: President

**EXHIBIT "D"**

**Extra Work - Geotechnical Report Scope and Fee**

ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

April 25, 2023

Mr. Cameron Luna
Associate Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

**Re: LANDSCAPE ARCHITECTURAL EXTRA SERVICE AGREEMENT – CITY OF WILDOMAR PASSIVE PARK - 2329**

Dear Mr. Luna,

This letter will confirm your authorization for Architerra Design Group to provide additional services, beyond our contract's original scope of services for the above referenced project.

Per your request, this Extra Service is intended to cover time for Geotek to perform test boring and prepare soil reports characterizing subsurface soil conditions, (proposal attached), and for ADG coordination.

The fee for these services will be billed as follows:

| | |
|---|---|
| Fixed Fee: | |
| ADG | $2,600.00 |
| Geotek | $17,293.00 |
| **Professional Fee Total:** | **$19,893.00** |

We request your written approval of this authorization for Extra Design Services by signing and returning one copy of this letter for our files. If this is not your understanding, or if you have questions regarding the above, please contact me immediately.

Sincerely yours,

Peter Dalman
Project Manager

Approved: City of Wildomar.

By:_____

Title:_____

Date:_____

**"EXHIBIT A"**

Appended to and part of original Agreement for Professional Services between Architerra Design Group (ADG), and the City of Wildomar dated July 12, 2023

**Fees for Professional Services**

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

**Reimbursable Expenses**

The following costs shall be reimbursed at cost plus 15% and are not included in the Fee for Professional Services:

A. Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, Xerox copying, photo reproductions.

B. All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.

C. Cost of postage and shipping expenses other than first class mail.

D. Photographic services, film and processing.

E. Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.

F. Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project (Plan check fees, variance applications, etc.).

G. Fees for additional special consultants retained with the approval of Client.

**Additional Services**

The Consultant may incur expenses and costs, which are not included in the Basic Fee for Service. If authorized by the client through written job change order confirmation, the Consultant will perform said Additional Services on a time and material basis, according to the following schedule:

| | |
|---|---|
| Principal | $200.00/Hour |
| Director of Design | $175.00/Hour |
| Project Manager | $135.00/Hour |
| Landscape Designer | $125.00/Hour |
| CAD | $100.00/Hour |
| Clerical | $65.00/Hour |

GeoTek, Inc.
1548 North Maple Street, Corona, California 92878
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

April 24, 2024
Proposal No. P-0407924-CR

**Architerra Design Group**
10221-A Trademark
Rancho Cucamonga, California 91730

Attention: Mr. Peter Dalman

Subject: **Proposal for a Geotechnical Evaluation**
Wildomar 20-Acre Nature Park
Assessor's Parcel Numbers (APNs) 380-050-025 and -029
Palomar Street and South Pasadena Street
City of Wildomar, Riverside County, California

Dear Mr. Dalman:

As requested, GeoTek, Inc. (GeoTek) is pleased to submit this proposal to prepare a Geotechnical Evaluation for the Wildomar 20-Acre Nature Park located in the City of Wildomar, Riverside County, California. This proposal has been prepared based upon information provided by Architerra Design Group and GeoTek's experience with this type of project.

## Site and Project Description

It is GeoTek's understanding that a 20-acre nature park is proposed to be constructed within the area of two (2) parcels (Riverside County Assessor's Parcel Numbers (APNs) 380-050-025 and -029), located northeasterly of the intersection of Palomar Street and South Pasadena Street, in the City of Wildomar, Riverside County, California.

Based on review of a *Conceptual Master Plan*, prepared by Architerra Design Group, proposed improvements for the park are to include, but not necessarily be limited to, two (2) prefabricated restroom buildings; a shade structure; a pedestrian bridge over an adjacent concrete drainage channel; parking areas, monument signs; walking trails; landscaping; and associated improvements. Gierson Avenue will be extended into the northeast corner of the site.

For the purposes of this proposal, it is assumed that any new structures will be one-story and will be supported by conventional shallow spread footings and will most likely include a conventional slab on-grade floor system. Additionally, deepened footings (i.e., caissons) are anticipated to be utilized for the pedestrian bridge abutments. Minimal cuts and fills are anticipated to be required during construction.

Based on review of published geologic maps, both parks are underlain by alluvium and/or bedrock materials of the Pauba Formation. The southwestern portion of the site is located within an "Alquist-Priolo" Earthquake Fault Zone (i.e., Elsinore Fault Zone); however, the site has not been identified by the State of California as having a potential for liquefaction (area not yet mapped). Groundwater is anticipated to be greater than 50 feet below the existing grades at the site.

**Proposed Scope of Work**

In order to characterize the subsurface soil conditions at the sites, GeoTek will perform a reconnaissance of the site and conduct geotechnical borings. Permission/approval to enter the site area and coordination to drill on the property will need to be provided by Architerra Design Group.

GeoTek will excavate eight (8) exploratory hollow stem auger borings at the site with the aid of a track mounted drill rig. The borings will be excavated within the vicinity of the proposed restroom buildings, shade structure, pedestrian bridge abutments and across the site area. Borings at the proposed pedestrian bridge abutments will be excavated to a maximum depth of 50 feet, or refusal, whichever occurs first. The remaining six (6) borings will be excavated to a maximum depth of 15 to 20 feet, or refusal, whichever occurs first.

Once the drilling operations are completed, the boreholes will be backfilled with the soil cuttings and capped with native soil. The costs of removing any excess soil from the borings at the project site have not been included in this proposal.

In order to address the site being located in an active fault zone with respect to the proposed non-habitable structures, GeoTek will conduct a lineament analysis. The lineament analysis will include review of topographic maps, aerial photos, available geologic reports for the area, LiDAR imagery (if available), etc. A discussion regarding the research and the findings will be included in the report.

Prior to performing the field investigation, a representative of GeoTek will stake or spray paint the proposed exploration locations. Please be advised that GeoTek will not commence the field investigation until a representative of the sites has reviewed the proposed exploration locations

and has verified that those locations are clear of buried utility lines. Prior to conducting the field explorations, GeoTek will contact Underground Service Alert (USA) to identify buried utilities that may be in the vicinity of the proposed exploration locations. This service does not mark locations of privately owned utilities. A local private utility locator has been included in the costs of this proposal to identify possible private utilities within the proposed areas of work which would not be marked by the public utility locator. Regardless of the use of a private utility locator, GeoTek will not be responsible for damage to unmarked subsurface structures or appurtenances as a result of the field activities.

GeoTek will not be responsible for repairs to any landscaping or irrigation lines that may be damaged as part of the field activities.

The fee estimate presented includes one (1) trip to the site to locate the test borings and one (1) trip to perform the actual exploration operation.

California Prevailing Wage requirements are considered applicable for the project. This proposal is based on the understanding that the field exploration will be conducted during regular weekday business hours and that the boring locations are accessible by a regular-sized track-mounted drill rig.

Samples of soils encountered in the explorations will be obtained for subsequent laboratory testing. The laboratory testing will likely include in-situ moisture densities, maximum density/optimum moisture content, direct shear, and expansion index and corrosion testing. Subsequent to completion of the fieldwork and laboratory testing, a geotechnical report will be prepared for the site. The report will include, but not necessarily be limited to: overall feasibility of the proposed improvements from a geotechnical standpoint; exploration logs including descriptions of materials encountered; an exploration location map; geologic setting including a discussion of the fault lineament analysis; site seismic criteria; depth to groundwater if encountered; geotechnical hazards; corrosivity and soluble sulfate test results; preliminary foundation recommendations (shallow and driller pier); pavement design (asphalt and PCC concrete) recommendations; and geotechnical recommendations for grading and construction.

The fee for the Geotechnical Evaluation is **$17,293**. A more detailed breakdown of the costs is included in Appendix A attached to this proposal.

A final report for the site can be submitted within approximately 20 working days following completion of the site exploration. It is estimated that work can commence as soon as written authorization is received. Assuming no delays due to availability of exploration equipment, site accessibility and inclement weather, it is anticipated that the field phase of the study will commence promptly once authorized by the client.

## Closure

The fees covered by the above estimate are limited to the stated scope and do not include any response to jurisdictional review questions, construction-related services, additional meetings or consultations that may be requested. Services beyond those outlined in this proposal and requested/authorized will be invoiced at the prevailing hourly rates, as indicated on the attached Work Authorization and Agreement.

Please sign and return a copy of the enclosed "Work Authorization and Agreement" form to this office.

If GeoTek receives a request to proceed (whether verbal, in writing or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek provides any or all of the services, GeoTek and Architerra Design Group expressly agree that the terms of this proposal, the attached fee schedule and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed.

GeoTek appreciates the opportunity of submitting this proposal and has included a contract for the scope of services. GeoTek looks forward to working with Architerra Design Group towards the successful completion of this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,
**GeoTek, Inc.**

Anna M. Scott
Project Geologist

Bruce A. Hick
GE 2284, Exp. 12/31/24
Geotechnical Engineer

Edward H. LaMont
CEG 1892, Exp. 07/31/24
Principal Geologist

Enclosures: Breakdown of Costs
Work Authorization and Agreement

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GeoTek, Inc.
1548 North Maple Street, Corona, California 92880
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## Appendix A
## Breakdown of Costs for a Geotechnical Evaluation
## Wildomar 20-Acre Nature Park (APNs 380-050-025 and 380-050-029)
## Wildomar, Riverside County, California

| *TASK* | *QTY* | *RATE* | *TOTAL* | *Notes* |
|---|---|---|---|---|
| **TASK NO. 1 SCHEDULING AND PROJECT COORDINATION** | | | | |
| Staff Engineer/Geologist | 2 Hours | $ 145 | $ 290 | |
| | | **SUBTOTAL:** | **$ 290** | |
| **TASK NO. 2 SUBSURFACE INVESTIGATION** | | | | |
| Private Utility Locator* | 4 Hours | $ 420 | $ 1,680 | Includes marking utilities and report |
| Mobilization/Demobilization (Private Utility Locator) | 6 Hours | $ 216 | $ 1,296 | |
| Hollow Stem Auger Track Mounted Drill Rig* | 8 Hours | $ 540 | $ 4,320 | |
| Mobilization/Demobilization (Drill Rig) | 3 Hours | $ 540 | $ 1,620 | |
| Field Engineer/Geologist | 16 Hours | $ 122 | $ 1,952 | Includes USA marking, utility coordination and boring logging |
| | | **SUBTOTAL:** | **$ 10,868** | |
| **TASK NO. 3 LABORATORY TESTING** | | | | |
| Moisture/Density Rings | 20 Each | $ 35 | $ 700 | |
| Expansion Index | 1 Each | $ 176 | $ 176 | |
| Corrosion Suite Testing with Sulfates | 1 Each | $ 235 | $ 235 | |
| Direct Shear - Remolded | 1 Each | $ 278 | $ 278 | |
| Direct Shear - In-Situ | 3 Each | $ 278 | $ 834 | |
| Proctor - Moisture Density Curve | 1 Each | $ 226 | $ 226 | |
| Collapse | 3 Each | $ 110 | $ 330 | |
| R-Value | 1 Each | $ 382 | $ 382 | |
| | | **SUBTOTAL:** | **$ 3,161** | |
| **TASK NO. 4 ENGINEERING AND REPORT PREPARATION** | | | | |
| Lineament Analysis, Research, Topographic Maps and Aerial Photos | 8 Hours | $ 145 | $ 1,160 | |
| Office Services/Drafting | 4 Hours | $ 71 | $ 284 | |
| Staff Engineer/Geologist | 8 Hours | $ 145 | $ 1,160 | |
| Geotechnical Engineer | 2 Hours | $ 185 | $ 370 | |
| | | **SUBTOTAL:** | **$ 2,974** | |
| | | **TOTAL:** | **$ 17,293** | |

* Denotes Prevailing Wage Rate

**GeoTek, Inc.** **Work Authorization And Agreement**

**PROJECT INFORMATION**

Date: 4/24/2024

Project Name: Wildomar 20-Acre Nature Park - Geotechnical Evaluation Proposal No: P-0407924-CR

Project Location: Wildomar, Riverside County, California Project No:

Scope of Services: Scope and estimated fees are outlined in text of proposal and/or below under "Special Instructions." Services not outlined in the proposal or in this Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms and Conditions below.

Fee Estimate: $17,293.00 Retainer: COD:

Reimbursable Expenses not in fee Estimate:

Special Instructions: --

**CLIENT INFORMATION**

Name: Architerra Design Group

Attention: Mr. Peter Dalman Email: pdalman@architerradesigngroup.com

Address 1: 10221-A Trademark Phone No: Ext:

Address 2: Cell Phone:

City: Rancho Cucamonga State: CA Zip: 91730 Fax No:

**TERMS AND CONDITIONS**

**1) AGREEMENT.** This Work Authorization and Agreement together with the proposal P-0407924-CR (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as identified above, and GeoTek, Inc., a Nevada Corporation ("GeoTek") for performance of the professional services outlined in the Proposal, ("Services"). GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.

**2) FEES/QUOTATIONS.** Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.

**3) BILLING AND PAYMENT.** Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.

**4) ADDITIONAL SERVICES.** Client acknowledges that it is impossible to predict what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek may issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization to proceed with such Additional Services. If GeoTek issues Client a Change Order, Client must notify GeoTek of any disagreements with or amendments to any of the terms of the Change Order within twenty-four hours of receipt. Client's failure to provide GeoTek with such timely notice will constitute acceptance of the terms of the Change Order and Client will be responsible for all additional charges, costs, fees and expenses incurred by GeoTek for such Additional Services. Fax transmissions and email are acceptable modes of confirmation. The Terms and Conditions of this Agreement and most recent fee schedule will apply to all Additional Services regardless of whether GeoTek issues a Change Order or not.

**5) RIGHT OF ENTRY.**

a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.

b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

**6) PERFORMANCE.**

a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.

b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.

c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.

d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

**7) HAZARDOUS MATERIALS.** GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste. Client will be responsible for the proper management, storage and disposal of hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.

**8) PROFESSIONAL OPINION.** GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.

**9) INSURANCE.** GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

**10) INDEMNIFICATION and LIMITATION OF LIABILITY.**

a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, but only to the extent that a court of competent jurisdiction determines GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.

b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement, but only to the extent that a court of competent jurisdiction determines the Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.

c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.

d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.

e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.

f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**11) DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.

**12) JOBSITE SAFETY.** Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.

**13) OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting therefrom.

**14) FORCE MAJEURE.** Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

**15) TERMINATION.**

a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.

b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice.

c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;

ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

**16) SUSPENSION OF SERVICES.**

a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.

b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.

c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

**17) MISCELLANEOUS.**

a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.

b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.

c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.

d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.

e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.

f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.

18) AMENDMENTS. Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed and initialed by GeoTek and Client.

**By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.**

| CLIENT'S Authorized Signature of Acceptance: | | CONSULTANT Authorized Signature of Acceptance: | |
|---|---|---|---|
| By: | | By: | |
| | Signature | | Signature |
| | Printed Name | | Ed LaMont, CEG<br>Printed Name |
| Title: | | Title: | Branch Manager P-0407924-CR |

GeoTek, Inc.
1548 North Maple Street, Corona, California 92878
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# Riverside 2024 Master fee Schedule (Non-Prevailing Wage Project)

## GEOTECHNICAL, SPECIAL INSPECTION AND CONSTRUCTION MATERIALS TESTING SERVICES

### PERSONNEL RATES

***Professional and Project Management***

| Staff Type | Unit Rate | Unit |
|---|---|---|
| Principal Engineer/Geologist | $ 214.00 | Hour |
| Geotechnical Engineer | $ 185.00 | Hour |
| Project Engineer/Geologist | $ 156.00 | Hour |
| Staff Engineer/Geologist | $ 145.00 | Hour |
| Field Engineer/Geologist | $ 122.00 | Hour |
| Field Supervisor | $ 113.00 | Hour |
| Project Adminstration/Drafting | $ 71.00 | Hour |

***Inspectors and Technicians***

| Staff Type | Unit Rate | Unit |
|---|---|---|
| Lead Inspector | $ 93.00 | Hour |
| Certified Welding Inspector(AWS/CWI) | $ 103.00 | Hour |
| Soils Technician | $ 82.00 | Hour |
| ICC Certified Inspector(RC, PC, RM, SS, FP) | $ 82.00 | Hour |
| ACI Technician | $ 82.00 | Hour |
| Proof Load Testing | $ 145.00 | Hour |
| Floor Flatness Technician | Quote Upon Request | |
| Ground Penetrating Radar | Quote Upon Request | |
| One Man Crew | $ 232.00 | Hour |
| Two Man Crew | $314.00 | Hour |
| Non-Destructive Testing (ASNT) | | |
| Level III Review | $ 232.00 | Hour |
| Magnetic Particle Testing Level II | $ 155.00 | Hour |
| Ultrasonic Testing Level II | $ 155.00 | Hour |
| Radiographic Inspection | Quote Upon Request | |
| Coring | | |
| Coring Machine Operator with equipment | $ 145.00 | Hour |
| Helper (Add Per Hour) | $ 82.00 | Hour |
| Wood Fabrication Inspection | $ 128.00 | Hour |
| Nailing Inspection | $ 103.00 | Hour |
| Roofing Inspection | $ 103.00 | Hour |
| Laboratory Technician | $ 103.00 | Hour |
| Sample Pick-up Driver (If not done on a per trip basis) | $ 82.00 | Hour |

### ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

| Description | Unit Rate | Unit |
|---|---|---|
| Phase 1 and Phase 2 Reports | Quote Upon Request | |
| Geotechnical Investigation Report | Quote Upon Request | |
| Percolation or Infiltration Testing | Quote Upon Request | |

### LABORATORY TESTS

***Soils and Asphalt***

| Description | Unit Rate | Unit |
|---|---|---|
| Asphalt Content by Ignition | $ 352.00 | Each |
| Burn-Off Method CT 382/ASTM D6307 | $ 347.00 | Each |
| Bitumen Content (extraction), ASTM D2172 | $ 231.00 | Each |
| Bitumen Content CT 310/Cal 382 Ignition Furnace | $ 174.00 | Each |
| Gradation of Extracted Sample, ASTM C 136/CT 202 | $ 352.00 | Each |
| Maximum Specific Gravity, (Marshall) ASTM D2041 | $ 347.00 | Each |
| Collapse/Swell ASTM D4546 | $ 110.00 | Each |
| Compaction, Modified Proctor ASTM D1557 | $ 226.00 | Each |
| Compaction, Modified Proctor ASTM D698 | $ 226.00 | Each |
| Hveem Maximum Density, CT 304/308 | $ 405.00 | Each |
| Consolidation ASTM D2435, D4546 | $ 261.00 | Each |
| Corrosivity Suite D4972, G57, D4327, D46589M | $ 235.00 | Each |
| Direct Shear, Consolidated-Drained ASTM D3080 | $ 278.00 | Each |
| Direct Shear, Residual ASTM D6467 Mod | $ 278.00 | Each |
| Expansion Index Test UBC 29-2/ASTM D4829 | $ 176.00 | Each |
| Liquid Limit, Plactic Limit and P.I. ASTM D4318 | $ 174.00 | Each |
| Particle Size Analysis of Soil #4 to Fines ASTM D422 | $ 330.00 | Each |
| Specific Gravity of Soil, ASTM D854 | $ 199.00 | Each |

***Soils and Asphalt Continued***

| Description | Unit Rate | Unit |
|---|---|---|
| Percent Finer than #200 Sieve ASTM D1140 | $ 138.00 | Each |
| Permeability of Granular Soils ASTM D2434 | $ 232.00 | Each |
| Permeability, Flexible Wall, Cohesive Soil ASTM D5084 | $ 579.00 | Each |
| "R" Value ASTM D2844/CT 301 | $ 382.00 | Each |
| Resistivity of Soil ASTM G57 and pH ASTM D4972 | $ 150.00 | Each |
| Sand Equivalent ASTM D2419/CT 217 | $ 133.00 | Each |
| Sieve Analysis of Extracted Aggregate ASTM D5444 | $ 87.00 | Each |
| Sieve Analysis, 3" to #200 Gradation ASTM C117 | $ 176.00 | Each |
| Sieve Analysis Minus #200 by Wash ASTM D1140/C117 | $ 87.00 | Each |
| Soil Classification, ASTM D 2487 | $ 324.00 | Each |
| Soil Moisture/Density In Situ Sample ASTM D1587/D2937 | $ 35.00 | Each |
| Water Soluble Sulfate | $ 69.00 | Each |
| Organic Content, ASTM D 2974 | $ 52.00 | Each |

***Concrete and Aggregate Tests***

| Description | Unit Rate | Unit |
|---|---|---|
| Specific Gravity & Absorption Coarse Agg. ASTM C127 | $ 87.00 | Each |
| Specific Gravity & Absorption Fine Agg. ASTM C128 | $ 87.00 | Each |
| Trial Batches ASTM C192 | $ 927.00 | Each |
| Durability Index Coarse & Fine Aggregate ASTM D3744 | $ 138.00 | Each |
| Lightweight Concrete Unit Weight ASTM C495 | $ 41.00 | Each |
| Modulus of Elasticity of Concrete ASTM C469 | $ 232.00 | Each |
| Sieve Analysis, Coarse Aggregate ASTM C136/CT 202 | $ 115.00 | Each |
| Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136 | $ 176.00 | Each |
| Specific Gravity & Absorption Coarse Agg. ASTM C127 | $ 87.00 | Each |
| Specific Gravity & Absorption Fine Agg. ASTM C128 | $ 87.00 | Each |
| Splitting Tensile/Concrete Cylinder ASTM C496 | $ 59.00 | Each |
| L.A. Rattler, ASTM C131 or C535/Cal 211 | $ 347.00 | Each |
| Sulfate Soundness (per sieve), ASTM C88 | $ 625.00 | Each |
| Unit Weight of Aggregates, ASTM C29 | $ 138.00 | Each |
| Cleanness Value, CT 227 | $ 138.00 | Each |
| Moisture Content of Aggregate ASTM C29 | $ 87.00 | Each |
| Concrete | | |
| Shrinkage, set of 3, ASTM C157, CT 530 | $ 464.00 | Each |
| Compression 4x8 Cylinders ASTM C39 | $ 35.00 | Each |
| Compression, 6x12 Cylinders, ASTM C39 | $ 35.00 | Each |
| Compression, 3X6 Cylinders Lightweight ASTM C495 | $ 52.00 | Each |
| Compression, 2X2 Cubes, each age, ASTM C109 | $ 35.00 | Each |
| Concrete Core Compression ASTM C42 | $ 83.00 | Each |
| Split Per-diem, Including Lodging (Beyond 100-Mile Radius) | $ 87.00 | Each |
| Unit Weight of Concrete Cylinders, ASTM C567 | $ 52.00 | Each |
| Unit Weight of Lightweight ASTM C495 | $ 64.00 | Each |
| Flexural Strength of Concrete, ASTM C78 or C495 | $ 87.00 | Each |
| Shotcrete Panel Core Compression Test, ASTM C42 | $ 128.00 | Each |
| Emission of Moisture through Concrete | $ 115.00 | Each |

***Masonry Tests***

| Description | Unit Rate | Unit |
|---|---|---|
| Brick Absorption ASTM C67 | $ 29.00 | Each |
| Brick Compression ASTM C67 | $ 59.00 | Each |
| Dimensional Measurement-Masonry Units ASTM C140 | $ 87.00 | Each |
| Masonry Unit Compression Gross Area ASTM C140 | $ 128.00 | Each |
| Masonry Unit Compression Net Area ASTM C140 | $ 99.00 | Each |
| Absorption & Moisture of Block ASTM C140 | $ 29.00 | Each |
| Compression, Grout Prisms, ASTM C39 | $ 35.00 | Each |
| Compression, Mortar Cylinders, ASTM C39 | $ 35.00 | Each |
| Compression, Composite Prisms, ASTM E447 | $ 128.00 | Each |
| Compression, Masonry Core, ASTM C140 | $ 87.00 | Each |
| Shear, Masonry Core, CCR Title 24 | $ 115.00 | Each |
| Epoxy Grout 2x2x2 Cube Compression ASTM C579 | $ 35.00 | Each |
| Masonry Composite Prism Compression ASTM C1314 | $ 185.00 | Each |
| Grout Prism - Compression Test ASTM C1019 | $ 35.00 | Each |

GeoTek, Inc.
1548 North Maple Street, Corona, California 92878
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

### *Reinforcing Steel Tests*

| Description | Unit Rate | Unit |
|---|---|---|
| Bend Test of Rebar #11 ASTM A370 | $ 115.00 | Each |
| Bend Test of Rebar #14 ASTM A370 | $ 197.00 | Each |
| Bend Test of Rebar #3 - #10 ASTM A370 | $ 93.00 | Each |
| Tensile #11 Rebar ASTM A370 | $ 93.00 | Each |
| Tensile #14 Rebar ASTM A370 | $ 232.00 | Each |
| Tensile Test #3 - #10 ASTM A370 | $ 87.00 | Each |

### *Prestressing Steel Tests*

| Description | Unit Rate | Unit |
|---|---|---|
| Yield Strength, Breaking Strength, Elongation (add $ 50.00 per test; for Modulus of Elasticity) | $ 347.00 | Each |

### *Structural Steel Tests*

| Description | Unit Rate | Unit |
|---|---|---|
| High Strength Bolts/Nuts/Washer Compliance Test ASTM | $ 174.00 | Each |
| Mild Steel Not Over 1" Thick | | Each |
| Tensile Strength, ASTM A370 (test only) | $ 174.00 | Each |
| Anchor Bolts, A 505 | $ 243.00 | Each |
| Tensile Strength | $ 232.00 | Each |
| Bolts Proof Load or Ultimate | $ 145.00 | Each |
| Hardness (Rockwell) | $ 59.00 | Each |

### *Fireproofing Tests*

| Description | Unit Rate | Unit |
|---|---|---|
| Fireproofing Adhesion / Cohesion Test Kit ASTM E736 | $ 59.00 | Each |
| Fireproofing Density Test ASTM E605 | $ 52.00 | Each |

### *Miscellaneous*

| Description | Unit Rate | Unit |
|---|---|---|
| Concrete Mix Design Review | $ 214.00 | Each |
| Weld Procedure Review | $ 232.00 | Each |
| QA/QC Plan Written Procedures | Quote Upon Request | |
| Administrative/Clerical Services | $ 71.00 | Each |

### BASIS OF CHARGES

| Description | Unit Rate |
|---|---|
| Work from 0-4 hours | 4-Hour Minimum Billing |
| Work from 4-8 hours | 8-Hour Minimum Billing |
| Project Management as Project Engineer/Geologist | 1- Hour Minimum weekly |
| Work over 8 hours per day, or on Saturdays | Time and One-Half |
| Work over 12 hours per day | Double Time |
| Work on Sundays/Holidays | Double Time |
| Show-Up Time | 2-Hour Minimum Billing |
| Laboratory Testing - Rush Fee | Add 50% to Testing Cost |
| Outside Services/Reimbursables | Cost + |
| Shipping Charges | Cost + |
| Parking/Tolls | At Cost |
| Certified Payroll Compliance | $125 per month |
| Deputy Inspectors (If applicable) | $ - |
| Travel Time (Beyond 60-Mile Radius of Project Site) | $ 82.00 |
| Per-diem, Including Lodging (Beyond 100-Mile Radius) | Quote Upon Request |

# FIRST AMENDMENT TO
# DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR 20 ACRE PARK

by and between the

## CITY OF WILDOMAR

and

## ARCHITERRA DESIGN GROUP, INC.

Dated December 13, 2023

**FIRST AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE 20 ACRE PARK**

This First Amendment to Agreement for Design Professional Services ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and Architerra Design Group, Inc. a State of California Corporation ("Design Professional"), as follows:

## RECITALS

A. City and Design Professional entered in an agreement for Design Professional Services on July 12, 2023 ("Agreement"). The Agreement provides that Design Professional will perform Landscape Architectural services.

B. Section 2 of the Agreement provides that Scope and Cost for the performance of the services.

C. This First Amendment amends Section 4 of the agreement relating to the Total Compensation of the Agreement.

## OPERATIVE PROVISIONS

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

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

1.1 Section 4 of the Agreement is hereby 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 **Three Hundred Fifty Thousand Nine Hundred and Sixty dollars ($350,960)**, 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. **GENERAL PROVISIONS**

1.3 **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.

1.4 **Integration**. This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

1.5 **Effective Date**. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Design Professional.

1.6 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

1.7 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

**CITY**

CITY OF WILDOMAR

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

**DESIGN PROFESSIONAL**

Architerra Design Group, Inc.

By:_____
Richard Krumwiede
Its: President

# AGREEMENT FOR SERVICES

**By and Between**

**THE CITY OF WILDOMAR,**

**a municipal corporation**

**and**

**ARCHITERRA DESIGN GROUP, Inc.,**

**a California corporation**

**AGREEMENT FOR SERVICES**
**BETWEEN**
**THE CITY OF WILDOMAR, CALIFORNIA**
**AND**
**_____**

This Agreement for Services ("Agreement") is entered into as of this 12th day of July, 2023 by and between the City of Wildomar, a municipal corporation ("City") and Architerra Design Group, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. City has sought, by ***request for proposal*** the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a ***proposal and quote*** for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Wildomar's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## OPERATIVE PROVISIONS

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

### SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for ***two (2) years / twenty-four (24) months*** commencing on the date first ascribed above.

### SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

**SECTION 3. ADDITIONAL SERVICES.**

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Forty-Three Thousand and Thirty Five dollars ($243,035), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service

Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

**SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

## SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

## SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider , nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

**SECTION 9. STANDARD OF PERFORMANCE.**

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

**SECTION 11. PREVAILING WAGE LAWS**

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**SECTION 12. NONDISCRIMINATION.**

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

## SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

## SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be

considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**SECTION 16. INDEMNIFICATION.**

**A. General**

(1) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(2) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory

proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(3) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(4) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

**B. Design Professional Indemnification**

To the extent Service Provider or any sub-consultants are Design Professionals as defined in Civil Code Section 2782.8, the following indemnification provisions shall apply:

(1) Indemnification by Design Professional. Where the services to be provided by Design Professional under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Design Professional agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Design Professional's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Design Professional's proportionate percentage of fault.

(2) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Design

Professional agrees to indemnity, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Design Professional's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

(3) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

(4) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

**SECTION 17. INSURANCE.**

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

**SECTION 18. ASSIGNMENT.**

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

## SECTION 19. CONTINUITY OF PERSONNEL.

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

## SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

## SECTION 21. DEFAULT.

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

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

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

To Service Provider: Architerra Design Group
Attn: Richard Krumwiede
10221-A Trademark St.
Rancho Cucamonga, CA 91730

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

**SECTION 27. BINDING EFFECT.**

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

**SECTION 29. WAIVER.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 30. LAW TO GOVERN; VENUE.**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 32. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

**CITY OF WILDOMAR**

_____
Daniel A. York
City Manager

**ATTEST:**

_____
Janet Morales
City Clerk

**APPROVED AS TO FORM**

_____
Thomas D. Jex
City Attorney

_____

By: _____
Richard Krumwiede
Its: President

By: _____
_____
Its: _____

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4821-1277-4564 v1

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4821-1277-4564 v1

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**I. Service Provider will perform the following Services:**

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

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

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

**III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:**

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

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

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

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

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

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

A. Per the attached "Landscape Architectural Services Proposal, 20-Acre Passive Park APN 380-050-025, Wildomar, CA"

ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

May 19th, 2023

Mr. Jason Farag, PE
Director of Public Works
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

***RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, 20-ACRE PASSIVE PARK APN 380-050-025, WILDOMAR, CA***

Dear Mr. Farag,

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and The City of Wildomar (Client).

## PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above, the extent of which may be generally described as the preparation of Conceptual Design, Design Development, Construction Documents, Specifications, and Cost Estimate for a new 20-acre passive park.

The 20-acre parcel is bordered by a single large residential property to the east, Palomar Street to the south, the flood control channel, and adjacent Anne Sullivan Preschool to the west, and residential track homes to the north.

The City of Wildomar has explored the option of providing a small parking lot and pedestrian access connection within a ½-acre triangular property off Palomar Street to the southwest of the site. Pedestrian access to the main park from this location would require installation of a new pedestrian bridge to span the existing flood control channel.

Other possible vehicular and pedestrian access points to the main park site are via the residential streets of Gierson Avenue and Billie Ann Road. The Gierson Avenue location seems the most appropriate access since it is closer to the existing grade of the park. It also appears to be designed for a future connection to Como Street to the west. Connecting vehicular and pedestrian access to Billie Ann Road will require more grading to make the transition down to the existing park grades.

Per our discussions with the City of Wildomar, the park improvements are envisioned to be phased, However, our conceptual design plans will address the ultimate development of the entire property. The result will be a Conceptual Landscape Master Plan for use in preparing construction document packages.

Phase 1 construction documents will include site access off Gierson Street, security fencing, gates, water and electrical services, security lighting at parking area, basic trail system, temporary restroom (porta potties), minor planting, and drip irrigation system.

Phase 2 construction documents will complete the approved park improvements. This may include access off Palomar Street with a parking lot, permanent restroom, and pedestrian bridge to the main park, complete trail system, shade shelters, permanent restroom at Gierson Street parking area, connection to Billie Ann Road, additional parking areas, frisbee golf course, dog park area, exercise stations, picnic tables and benches, drinking fountains, butterfly garden, trees, shrubs and ground cover planting, and complete irrigation system. Construction document packages will include all necessary details, book specifications, and cost estimates.

Our civil engineer, Madole & Associates, will provide the topographic survey and mapping (Optional for Phase 1), grading and drainage plans, a SWPPP and WQMP document if required, based on the final design. They will also provide the legal description and plats for street right-off-way improvements off Palomar Street, Gierson Avenue, and Billie Ann Road.

Our electrical engineer, JCA Engineering, will prepare electrical plans for electrical services to the site, security lighting, restroom lighting and irrigation controller power. Security camera equipment will be by others.

We will visit the site to review, document, and evaluate the existing trees, slopes, potential drainage and safety issues and design opportunities. The services of a certified arborist (Steve F. Andresen) for tree evaluation is included (Optional for Phase 1).

The site currently utilizes recycled water for existing tree irrigation from the Anne Sullivan Preschool property and will be available for continued use for up to 12 months. A separate water service and meter will be required for future irrigation of the existing trees and landscape improvements.

During the design process, we will research and evaluate possible on-site parking areas, prefabricated pedestrian bridge crossing the flood control channel, restroom building locations, and other feasibility and accessibility concerns. We anticipate that a separate construction package for the pedestrian bridge will need to be prepared and submitted for approval by RCFCD.

We have included our proposed schedule to complete the Conceptual Design and Phase 1 construction plans, specifications, and cost estimate, for advertising and award to meet the December 29th, 2023, constriction deadline. The schedule for Phase 2 improvements will be determined later to meet the completion date of June 29, 2026.

## SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

## A. Conceptual Design:

1. Project Kick-Off team meeting with Client to introduce the team, discuss the project goals, design direction, and schedules. Obtain all relevant information, plans and documents.
2. Site Visit/Field Inventory to review, document and evaluate existing conditions, opportunities, and constraints.
3. Coordinate the services of a certified arborist to prepare an Existing tree evaluation report. This is listed as an **Optional** service under item **K**.
4. Program Development of potential items to be included in the overall design plan.
5. Base Sheet Development. Based on the topographic survey or site google map images, prepare an overall design base sheet at 1" = 50' scale on 30" x 42" sheet size.
6. Preparation of informal schematic tissue design sketches. Two (2) proposed schematic design solutions of the entire site for review and comment by City will be prepared. Design sketches will also be used to discuss initial construction budgets.
7. Based on the city preferences of the schematic designs, prepare one (1) Conceptual Landscape Master Plan (CLMP). Document will be color rendered with legends of all proposed site elements, features, trees, shrubs.
8. Prepare an image board of typical design feature elements.
9. Preparation of budgetary estimate of probable construction costs based on the CLMP.
10. Client/ design progress review meeting. (Two meetings included)
11. Project Administration (Bi-Weekly Status Report and Project Scheduling).
12. Telephone Consultation.

## B. Construction Documents for Phase 1:

1. Title Sheet Preparation.
2. AutoCAD Base Sheet Preparation @ 1" = 20' scale, on (24"x36") sheet format, (7) sheets total. Base sheets will be based on the topographic survey using City standard engineering sheet format and title block.
3. Grading coordination with Civil Engineer for initial grading of site access off Gierson Street and landscape areas. Grading plans by Civil Engineer.
4. Utility coordination with Civil Engineer for initial water service to site off Gierson Street. Utility plans by Civil Engineer.
5. Site Clearing Plan preparation. Basic site clearing of surface material and removal of dead trees and/or trees conflicting with access to the park (1" = 20' scale).

6. Construction Plan Preparation for layout and detailing of site access off Gierson Street, basic trail layout, perimeter security fencing, and temporary restroom (1" = 20' scale).
7. Construction Detail Preparation for new site elements.
8. Coordination with Electrical Engineer for site electrical service and security lighting layout.
9. Planting plans for additional trees.
10. Initial Irrigation Plan Preparation for existing and new tree planting (1" = 20' scale).
11. Initial Irrigation Detail Preparation.
12. Construction, Planting, and Irrigation Specifications. (book form)
13. Preparation of final Cost Estimate.
14. Provide Soils Test and Soils Management Report.
15. Material/Furnishing Selection.
16. Package Coordination.
17. Client Progress Meeting. (Two virtual meetings included)
18. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
19. Agency Plan Check Corrections.
20. Project Administration.
21. Telephone Consultation.

**C. Civil Engineering Services for Phase 1 – Madole & Associates:**

1. Prepare a topographic survey of existing facilities with contours and spot elevations. The survey will be based on aerial topography supplemented with ground survey data. Prepare final base mapping from survey data. This service is listed as an **Optional** service under item **K**, but may be required to complete Phase 1 construction documents.
2. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary.
3. Prepare a Phase 1 Street Improvement and Grading Plan for a temporary Gierson Avenue Extension and onsite parking area at north entry to park.
4. Prepare Phase 1 SWPPP and erosion control documents, if needed.

**D. Electrical Engineering Services for Phase 1 - JCA:**

1. Electrical construction documents reflecting new metered service, and new area security lighting.
2. Area lighting photometric illumination drawings, if needed.

3. Exterior title 24 energy calculations, if needed.
4. Construction administration, if needed.

**E. Bidding Assistance for Phase 1:**

1. Prepare bid schedule with line items for clearing, grading, construction, irrigation, and planting quantity takeoffs and costs.
2. Attend a pre-bid meeting. (1 in person).
3. Respond to bidder's request for information.
4. Review and evaluate completed bid schedules with Client and make recommendations in awarding construction contract.

**F. Construction Administration for Phase 1:**

1. Attend the pre-construction meeting and job-site meetings over the course of the construction schedule. (6 visits total)
2. Preparation of site review reports for submittal to Client for review, and contractor for correction. (6 reports total)
3. Review/approve submittals and provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City.
4. Review site for contractor's request for substantial completion. Prepare punch list of items for completion and/or correction.
5. Project Administration.

Phase 2 final Construction Documents scope of services may need to be adjusted prior to the start of this phase. Bidding and Construction Administration for Phase 2 will be provided later. It is anticipated that geotechnical and structural engineering services will be needed at that time based on the final approved CLMP. ADG will meet with the city to review and finalize the scope of services and adjust as needed prior to proceeding. This scope of services is based on the assumptions listed in the project overview.

**G. Construction Documents for Phase 2:**

1. Title Sheet Preparation.
2. AutoCAD Phase 2 Design Development Base Sheet Preparation @ 1" = 20' scale, on (24"x36") sheet format, (7) sheets total.
3. Grading coordination with Civil Engineer for final grading of landscape areas. Final grading plans by Civil Engineer.
4. Construction Plan Preparation for layout and detailing of site access roads and trails, on-site parking areas, prefabricated restrooms, shade shelters, picnic areas, frisbee golf course, drinking fountains, dog park area (1" = 20' scale).

5. Coordinate with prefabrication companies for the restroom buildings and shade structures.
6. Construction Detail Preparation for all new site elements.
7. Coordination with Electrical Engineer for added electrical service and security lighting layout.
8. Final Irrigation Plan Preparation for additional landscaped garden areas (1" = 20' scale).
9. Irrigation Detail Preparation.
10. Planting Plan Preparation including a possible butterfly garden and drought tolerant/native planting areas (1" = 20' scale).
11. Planting Detail Preparation.
12. Construction, Irrigation and Planting Specifications. (book form)
13. Preparation of final Cost Estimate.
14. Provide Soils Test and Soils Management Report.
15. Material/Furnishing Selection.
16. Package Coordination.
17. Client Progress Meeting. (Two virtual meetings included)
18. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
19. Agency Plan Check Corrections.
20. Project Administration.
21. Telephone Consultation.

**H. Civil Engineering Services for Phase 2 – Madole & Associates:**

1. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary. City to provide aerial topographic information for ½-acre parcel off Palomar Street.
2. Prepare Street Improvement Plans for widening and access to the park from Palomar Street.
3. Prepare a Grading Plan for the parking lot area off Palomar Street using city provided aerial topographic information.
4. Prepare Water and Sewer Utility Service Plans from Palomar Street for restroom building.
5. Prepare possible Gierson Avenue extension street improvement plans.
6. Prepare on-site Grading Plans for passive site improvements and possible on-site roadway connection to Billie Ann Street,
7. Prepare Phase 2 SWPPP, WQMP, and erosion control documents, if needed.

**I. Pedestrian Bridge over RCFCD Channel for Phase 2 (Separate Package):**

1. Coordinate with a prefabrication company for the development of a flood control channel pedestrian bridge crossing.
2. Prepare Title sheet and site location plans for the new pedestrian bridge using City standard engineering sheet format and title block (24" x 36").
3. Prepare Construction Details and Specifications for the new pedestrian bridge. (Geotechnical and Structural Engineering not included at this time)
4. Coordination with RCFCD for pedestrian bridge crossing at the flood control channel. (Madole).

**J. Electrical Engineering Services for Phase 2 - JCA:**

1. Electrical Engineering Plans include preparing electrical construction documents reflecting electrical service, parking lot lighting, security lighting and power for restrooms.
2. Area lighting photometric illumination drawings, if needed.
3. Exterior title 24 energy calculations, if needed.
4. Electric car charger electrical engineering, if required.
5. Construction administration, if needed.

**K. Optional Services for Phase 1:**

1. Research parcel maps and provide Topographic Aerial and Ground Survey at 1' contours to establish project area property lines, channel, and centerline, right of way of surrounding streets (Gierson Avenue, Billie Ann Street) and finish in AutoCAD format for base preparation. (Madole)
2. Provide onsite inspection of existing trees and provide an Arborist Report giving a general overview as to their current health and condition using guidelines set forth by the International Society of Arboriculture and the City of Wildomar. (Steve F. Andresen)

During Project site visits ADG will generally review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

## FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

| | | |
|---|---|---|
| A. | Conceptual Design: | $22,775.00 |
| B. | Construction Documents – Ph. 1-ADG: | $38,200.00 |
| C. | Civil Engineering – Ph. 1 – Madole: | |
| | • Utility Coordination: | $4,800.00 |
| | • Street Improvement Plan Gierson: | $15,575.00 |
| | • SWPPP & Erosion Control: | $4,550.00 |
| D. | Electrical Engineering CDs – Ph. 1– JCA: | $9,700.00 |
| | • Photometric Plan: | $650.00 |
| | • Exterior Title 24: | $650.00 |
| | • Construction Administration: | $1,000.00 |
| E. | Bidding Assistance – Ph. 1 | $1,825.00 |
| F. | Construction Administration – Ph. 1 | $6,200.00 |
| **Professional Fee for Phase 1 Total:** | | **$105,925.00** |
| Estimated Reimbursable Expense Allowance | | $2,000.00 |
| **Estimated Fee Total:** | | **$107,925.00** |

| | | |
|---|---|---|
| G. | Construction Documents – Ph. 2-ADG: | $82,800.00 |
| H. | Civil Engineering – Ph. 2 – Madole: | |
| | • Street Improvement Plan Palomar Street: | $12,175.00 |
| | • Grading Plan Palomar Street: | $13,400.00 |
| | • Water & Sewer Utility Plans Palomar St.: | $10,525.00 |
| | • Street Improvement Plan Gierson: | $8,525.00 |
| | • Grading Plan & Connection Billie Ann: | $34,650.00 |
| | • SWPPP & Erosion Control Plans: | $4,500.00 |
| | • WQMP: | $7,700.00 |
| I. | Pedestrian Bridge – Ph. 2: | $17,125.00 |
| J. | Electrical Engineering CDs – Ph. 2– JCA: | $24,700.00 |
| | • Photometric Plan: | $850.00 |
| | • Exterior Title 24: | $950.00 |
| | • Electric Car Charger: | $1,800.00 |
| | • Construction Administration: | $2,000.00 |
| **Professional Fee for Phase 2 Total:** | | **$221,700.00** |
| Estimated Reimbursable Expense Allowance | | $2,000.00 |
| **Estimated Fee Total:** | | **$223,700.00** |

| | |
|---|---|
| **K. Phase 1 Additional Optional Items** | |
| Optional Topographic survey and base mapping: | $18,035.00 |
| Optional Certified Arborist services: | $1,300.00 |

## GENERAL WORK PROGRAM AND TIMETABLE

Architerra Design Group has included a preliminary schedule for completion of this project after receipt of Notice to Proceed. See Preliminary Schedule page. ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG

shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

## DESIGN APPROVAL

Mr. Jason Farag is designated as the person responsible for design direction to ADG for this project and has the authority for design approval. In the event that the design, as approved by Mr. Farag is rejected by others, and redesign is required, such redesign shall be compensated as an Additional Service.

## DESIGN ALTERNATIVES

ADG will limit the number of design alternatives provided under this contract to two, upon which time the design will be considered complete.

## MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to five meetings for coordination with Client, and up to 6 site visit/construction observation meetings (Phase 1 only), scheduled approximately as follows:

| | |
|---|---|
| Pre-construction Meeting | 1 |
| Irrigation | 1 |
| Planting | 1 |
| Approval to Begin Maintenance Period | 1 |
| Acceptance to Maintenance Period | 1 |
| Punch List Completion | 1 |
| **Total** | **6** |

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

## OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Existing site engineering and utility base information.
2. Engineering other than that provided within the Scope of Services.
3. Agency processing of completed plans.
4. Arborist's Report if required.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,



Richard Krumwiede
President, CA RLA #2834

Accepted: City of Wildomar

By:_____

Title:_____

Date:_____

# PRELIMINARY SCHEDULE OF WORK
## 20 ARCE PARK
## WILDOMAR, CA

| | Activity Name | Start Date | Finish Date |
|---|---|---|---|
| 1 | | | |
| 2 | **CONCEPTUAL DESIGN** | **6/7/23** | **7/7/23** |
| 3 | PROJECT KICK OFF MEETING | 6/7/23 | 6/7/23 |
| 4 | SITE VISIT & FIELD INVENTORY | 6/7/23 | 6/12/23 |
| 5 | PROGRAM DEVELOPMENT | 6/7/23 | 6/12/23 |
| 6 | BASE SHEET DEVELOPMENT DESIGN - 1 @ 50 SCALE | 6/7/23 | 6/12/23 |
| 7 | INFORMAL DESIGN TISSUE PLANS (2) | 6/12/23 | 6/19/23 |
| 8 | PREPARE CLMP | 6/26/23 | 7/7/23 |
| 9 | PREPARE IMAGE BOARD | 6/26/23 | 7/7/23 |
| 10 | PRELIMINARY COST ESTIMATE | 6/26/23 | 7/7/23 |
| 11 | MEET WITH CLIENT (2 MEETINGS) | 6/19/23<br>7/7/23<br>6/19/23 | 6/19/23<br>7/7/23<br>6/27/23 |
| 12 | PROJECT ADMINISTRATION | 6/8/23 | 6/27/23 |
| 13 | TELEPHONE CONSULTATION | 6/9/23 | 6/27/23 |
| 14 | **CONSTRUCTION DOCUMENT - PHASE 1** | **6/26/23** | **8/11/23** |
| 15 | PROJECT TITLE SHEET | 7/7/23 | 7/13/23 |
| 16 | CAD BASE SHEETS - 7 @ 20 SCALE | 7/10/23 | 7/13/23 |
| 17 | GRADING & DRAINAGE PLAN COORDINATION | 6/26/23 | 7/26/23 |
| 18 | SITE CLEARING PLANS | 7/13/23 | 7/19/23 |
| 19 | CONSTRUCTION PLANS | 7/17/23 | 7/26/23 |
| 20 | CONSTRUCTION DETAILS | 7/20/23 | 7/26/23 |
| 21 | COORDINATION WITH ELECTRICAL ENGINEER | 6/26/23 | 7/26/23 |
| 22 | IRRIGATION PLANS | 7/17/23 | 7/26/23 |
| 23 | IRRIGATION DETAILS | 7/17/23 | 7/26/23 |
| 24 | CONTROLLER CHARTS | 7/17/23 | 7/26/23 |
| 25 | PLANTING PLANS | 7/17/23 | 7/27/23 |
| 26 | PLANTING DETAILS | 7/17/23 | 7/26/23 |
| 27 | SPECIFICATIONS | 7/17/23 | 7/27/23 |
| 28 | COST ESTIMATE | 7/17/23 | 7/27/23 |
| 29 | SOILS TESTING | 6/26/23 | 7/14/23 |
| 30 | MATERIAL SELECTION | 7/17/23 | 7/28/23 |
| 31 | PACKAGE COORDINATION | 7/10/23 | 7/28/23 |
| 32 | MEET WITH CLIENT (2) | 7/27/23<br>7/28/23 | 7/27/23<br>8/4/23 |
| 33 | PLAN CHECKING | 7/24/23 | 8/4/23 |
| 34 | PLAN CHECK CORRECTIONS | 8/4/23 | 8/11/23 |
| 35 | PROJECT ADMINISTRATION | 6/26/23 | 8/11/23 |
| 36 | TELEPHONE COORDINATION | 6/26/23 | 8/11/23 |
| 37 | UTILITY RESEARCH | 6/26/23 | 7/7/23 |
| 38 | **CIVIL ENGINEERING - PHASE 1** | **6/12/23** | **7/28/23** |
| 39 | UTILITY COORDINATION | 6/12/23 | 7/3/23 |
| 40 | PHASE 1 STREET IMPROVEMENT PLAN - GIERSON | 6/26/23 | 7/28/23 |
| 41 | PHASE 1 SWPPP AND EROSION CONTROL PLANS | 7/10/23 | 7/28/23 |
| 42 | **ELECTRICAL ENGINEERING - PHASE 1** | **6/12/23** | **7/28/23** |
| 43 | PHASE 1 ELECTRICAL SERVICE AND PLANS | 6/12/23 | 7/28/23 |
| 44 | **BIDDING & AWARD - PHASE 1** | **8/7/23** | **9/1/23** |
| 45 | BID FORM PREPARATION | 8/7/23 | 8/11/23 |
| 46 | ATTEND PRE-BID MEETING ON SITE | 8/22/23 | 8/22/23 |
| 47 | RESPOND TO BIDDER RFI | 8/14/23 | 9/1/23 |
| 48 | REVIEW BIDS | 9/1/23 | 9/1/23 |
| 49 | **CONSTRUCTION OBSERVATION - PHASE 1** | **9/11/23** | **11/22/23** |
| 50 | SITE MEETINGS (6) | 9/13/23<br>9/26/23 | 9/13/23<br>9/26/23 |
| 51 | OBSERVATION REPORTS (6) | 9/11/23 | 11/21/23 |
| 52 | REVIEW SUBMITTALS & RESPOND TO RFI | 9/11/23 | 11/7/23 |
| 53 | REVIEW FOR SUBSTANCIAL COMPLETION | 11/6/23 | 11/22/23 |
| 54 | ADMINISTRATION | 9/11/23 | 11/22/23 |

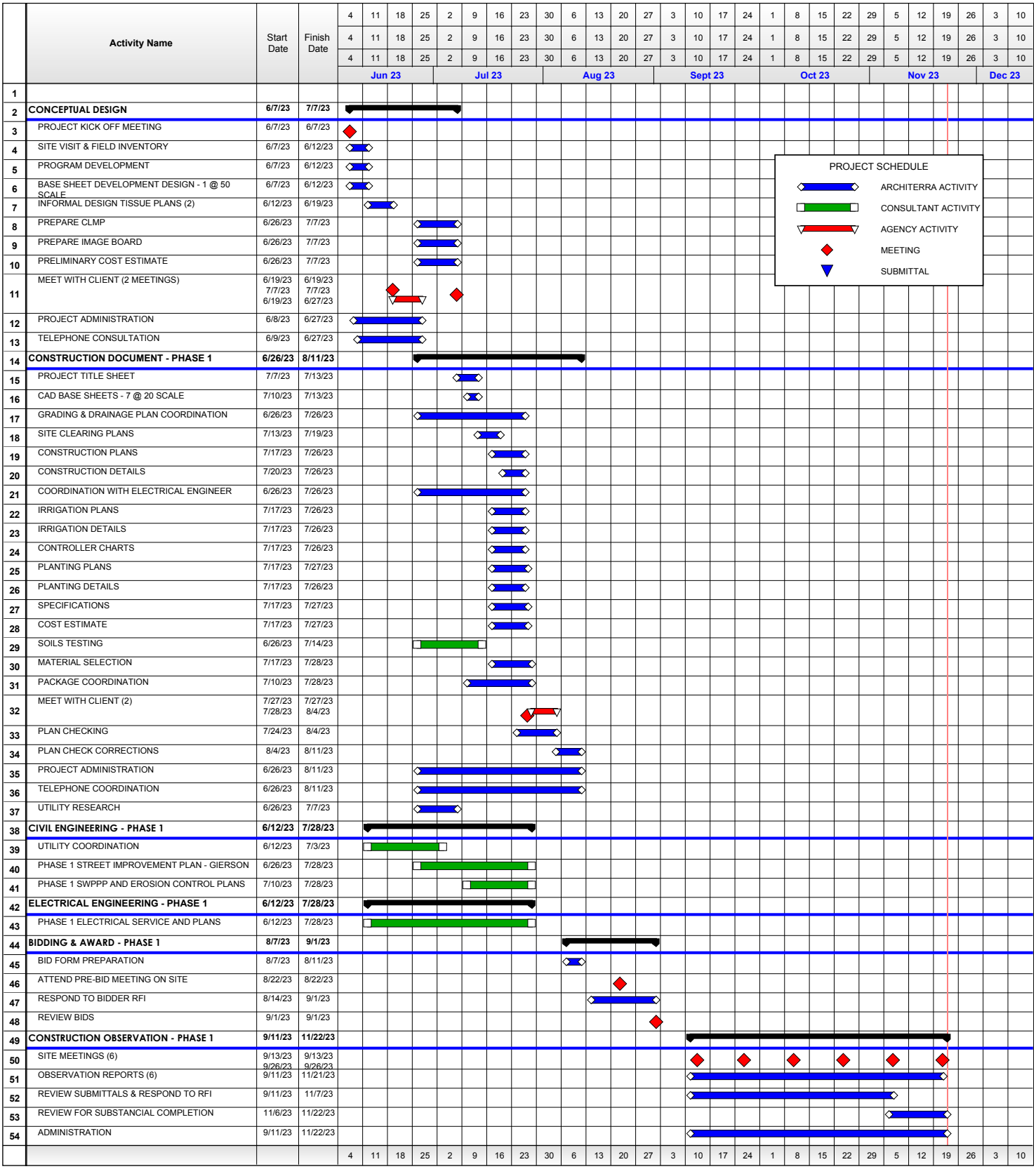


**EXHIBIT "B"**
**COMPENSATION**

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

A. Per the “Scope of Services”

**II. Service Provider may utilize sub-contractors as indicated in this Agreement. The rate for any subcontractor shall be per the “Scope of Services”.**

**IV. The total compensation for the Services shall not exceed $245,035, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.**

## Exhibit C

## Insurance Requirements

Service Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(Not required if Service Provider provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

**Notice of Cancellation**

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

**Waiver of Subrogation**

Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**

Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**SUBJECT:**

Annexation No. 12 into Community Facilities District No. 2022-1 (Services) for Oak Springs Ranch II (PP 20-0044)

**SUBMITTED BY:** Jason Farag, Director of Public Works

**PREPARED BY:** Ninette Eva, Associate Engineer

**ACTION:**
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 12) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

**SUMMARY:**
The resolution of intention will begin the proceedings for the annexation of Oak Springs Ranch II into the Community Facilities District No. 2022-1 for Maintenance Services and will authorize the levying of special taxes on parcels of the taxable property to cover the costs associated with the maintenance of public improvements.

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

OSR2 R&V Investors, LLC and TMW Oak Springs 2 Del, LLC are the owners/developers of PP 20-0044, also known as Oak Springs Ranch II which is an apartment project located on the southwest corner of Inland Valley Dr. and Clinton Keith Rd., south of the existing Oak Springs Ranch apartments. The Project contains 12.89 gross acres within the City. The owners have requested that the City annex this territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as street maintenance, drainage, parks, trails, and graffiti abatement.

The landowners have advised the City that they desire the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2022-1 and that a rate and method of

apportionment of special tax to be levied therein be established.

**DISCUSSION:**
The area proposed within Annexation No. 12 will encompass 12.89 acres to include 288 residential units, with a FY 2024-25 maximum annual tax of $469 per unit, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 12. This tax rate includes a Maximum Special Tax A of $133 per residential unit per year for maintenance services of public facilities, and a Maximum Special Tax B of $336.26 per residential unit per year for safety. These tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%, both not to exceed 6%. OSR2 R&V Investors, LLC and TMW Oak Springs 2 Del, LLC have agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

The next step to annex the property to CFD No. 2022-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on October 9, 2024, and at that time the Council will formally consider approval of Annexation No. 12.

**FISCAL IMPACT:**
The projected levy for FY 2024-25 is $38,185 for the first year of Special Tax A maintenance services. Special Tax B Tax Zone 12 will generate $96,844 once all 288 units are developed. These levies are intended to offset the City’s future costs to maintain project related public improvements. Costs associated with the processing of this annexation are covered by developer fees and deposits. There is no impact to the General Fund.

**ATTACHMENTS:**
Resolution of Intention Annexation 12
1 - Exhibits A - G
2 - Project Map Annexation 12
3 - CFD Maintenance Exhibit

**RESOLUTION NO. 2024 - _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 12) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN**

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

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

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

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

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

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

**Section 3.** Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property may annex to CFD No. 2022-1 and is more particularly described and shown on that certain map entitled “Proposed Boundary Map Community Facilities District No. 2022-1 of the City of Wildomar (Services) of the City of Wildomar, County of Riverside, State of California” as recorded on April 19, 2022 in Book 88 of Maps of Assessment and Community Facilities District, Pages 77, and as Instrument No. 2022-0183915 in the official records of the County of Riverside. The territory proposed to be annexed to CFD No. 2022-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 12, Community Facilities District No. 2022-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

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

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

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

**Section 7.** Public Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Wednesday, October 9, 2024, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to CFD No. 2022-1.

**Section 8.** Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2022-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall

contain the information prescribed by Section 53322 of the Act.

**Section 9**. Mailing Ballots. In anticipation of its action on Wednesday, October 9, 2024 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2022-1 a ballot, the full text of which shall be as set forth in Exhibit G hereto and shall be included in the ballot pamphlet mailed to each qualified elector. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

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

Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

Thomas D. Jex
City Attorney

**ATTEST:**

Janet Morales
City Clerk

**EXHIBIT A**

**DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED**

## DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") Annexation No. 12, is currently comprised of one (1) parcel located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Number (APN).

| APN | Owner Name |
|---|---|
| 380-250-038 | OSR2 R&V INVESTORS, LLC & TMW OAK SPRINGS 2 DEL, LLC |

**EXHIBIT B**

**DESCRIPTION OF SERVICES**

**CITY OF WILDOMAR**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**
**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay “Administrative Expenses,” as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

# EXHIBIT C

# RATE AND METHOD OF APPORTIONMENT

**RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR**

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

**A. DEFINITIONS**

**"Accessory Dwelling Unit"** means a residential unit of limited size including a smaller second unit that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

**"Acre"** or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

**"Administrative Expenses"** means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Administrator"** means the City Manager of the City of Wildomar, or his or her designee.

**"Approved Property"** means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

**"Assessor's Parcel"** means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number"** means that identification number assigned to a parcel by the County Assessor of the County.

**"Building Permit"** means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

**"Building Square Footage"** or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

**"Calendar Year"** means the period commencing January 1 of any year and ending the following December 31.

**"CFD"** or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

**"City"** means the City of Wildomar.

**"Contingent Services"** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

**"County"** means the County of Riverside.

**"Developed Property"** means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) have an Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

**"Exempt Property"** means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

**"Final Map"** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

**"Fiscal Year"** means the period from and including July 1st of any year to and including the following June 30th.

**"Land Use Category"** or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

**"Maximum Special Tax"** means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

**"Maximum Special Tax A"** means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

**"Maximum Special Tax B"** means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

**"Maximum Special Tax C (Contingent)"** means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

**"Multi-Family Residential Property"** or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

**"Non-Residential Property"** or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

**"Property Owner's Association"** or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

**"Proportionately"** means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

**"Residential Unit"** or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

**"Residential Property"** means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

**"RMA"** means this Rate and Method of Apportionment of Special Taxes.

**"Service(s)"** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

**"Single Family Residential Property"** or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

**"Special Tax(es)"** means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

**"Special Tax A"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

**"Special Tax A Requirement"** means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

**"Special Tax B"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

**"Special Tax B Requirement"** means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

**"Special Tax C (Contingent)"** means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

**"Special Tax C (Contingent) Requirement"** means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

**"Taxable Property"** means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

**"Taxable Unit"** means a Residential Unit, Building Square Footage, or an Acre.

**"Tax Zone"** means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

**"Tax Zone Original"** means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

**"Tract(s)"** means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

## C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

### 1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

**TABLE 1**
**MAXIMUM SPECIAL TAX A RATES**
**DEVELOPED PROPERTY**
**FISCAL YEAR 2022-2023**

| Tax Zone | Tract | Land Use Category | Taxable Unit | Maximum Special Tax A |
|---|---|---|---|---|
| Original | TR 36672 | Single Family Residential Property | RU | $408 |
| | | Multi-Family Residential Property | RU | $408 |
| | | Non-Residential Property | Acre | $5,267 |

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

**TABLE 2**
**MAXIMUM SPECIAL TAX A RATES**
**APPROVED PROPERTY**
**FISCAL YEAR 2022-2023**

| Tax Zone | Tract | Land Use Category | Taxable Unit | Maximum Special Tax A |
|---|---|---|---|---|
| Original | TR 36672 | Single Family Residential Property | RU | $408 |
| | | Multi-Family Residential Property | RU | $408 |
| | | Non-Residential Property | Acre | $5,267 |

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

**TABLE 3**
**MAXIMUM SPECIAL TAX A RATES**
**UNDEVELOPED PROPERTY**
**FISCAL YEAR 2022-2023**

| Tax Zone | Tracts | Taxable Unit | Maximum Special Tax A |
|---|---|---|---|
| Original | TR 36672 | Acre | $5,267 |

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

**2. Special Tax B**

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

**TABLE 4**
**MAXIMUM SPECIAL TAX B RATES**
**DEVELOPED PROPERTY**
**FISCAL YEAR 2022-2023**

| Land Use Category | Unit | Maximum Special Tax B |
|---|---|---|
| Single Family Residential Property | RU | $430 |
| Multi-Family Residential Property | RU | $305 |

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

**3. Special Tax C (Contingent)**

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

**TABLE 5**
**MAXIMUM SPECIAL TAX C (CONTINGENT) RATES**
**DEVELOPED PROPERTY**
**FISCAL YEAR 2022-2023**

| Tax Zone | Tract | Land Use Category | Taxable Unit | Maximum Special Tax C (Contingent) |
|---|---|---|---|---|
| Original | TR 36672 | Single Family Residential Property | RU | $261 |
| | | Multi-Family Residential Property | RU | $261 |
| | | Non-Residential Property | Acre | $3,372 |

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

**TABLE 6**
**MAXIMUM SPECIAL TAX C (CONTINGENT) RATES**
**APPROVED PROPERTY**
**FISCAL YEAR 2022-2023**

| Tax Zone | Tract | Land Use Category | Taxable Unit | Maximum Special Tax C (Contingent) |
|---|---|---|---|---|
| Original | TR 36672 | Single Family Residential Property | RU | $261 |
| | | Multi-Family Residential Property | RU | $261 |
| | | Non-Residential Property | Acre | $3,372 |

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

**TABLE 7**
**MAXIMUM SPECIAL TAX C (CONTINGENT) RATES**
**UNDEVELOPED PROPERTY**
**FISCAL YEAR 2022-2023**

| Tax Zone | Tract | Taxable Unit | Maximum Special Tax C (Contingent) |
|---|---|---|---|
| Original | TR 36672 | Acre | $3,372 |

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

## D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

### 1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

**2. Special Tax B**

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

**3. Special Tax C (Contingent)**

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

## E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

## F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

## G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

## H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**APPENDIX A**

**CITY OF WILDOMAR**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**

**COST ESTIMATE**

**Special Tax A Services –** The estimate breaks down the costs of providing one year's maintenance services for FY 2024-2025. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

**TAX ZONE 12 – SPECIAL TAX A**
**PP 20-0044**

| Item | Description | Estimated Cost |
|---|---|---|
| 1 | Streets | $1,389 |
| 2 | Drainage | $315 |
| 3 | Parks | $26,382 |
| 4 | Trails | $675 |
| 5 | Graffiti | $614 |
| 6 | Reserves | $4,255 |
| 7 | Admin | $4,556 |
| **Total** | | **$38,185** |

**Special Tax B Services –** It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

**TAX ZONE 12 – SPECIAL TAX B**
**PP 20-0044**

| Land Use Category | Unit | Maximum Special Tax B |
|---|---|---|
| Multi-Family Residential Property | RU | $336.26 |

**Special Tax C (Contingent) Services** – There are no maintenance services proposed to be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2017-1 Tax Zone 12.

**TAX ZONE 12**
**PP 20-0044**
**FY 2024-2025 MAXIMUM SPECIAL TAX RATES**

| Taxable Property | Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B | Maximum Special Tax C (Contingent) |
|---|---|---|---|---|---|
| Developed Property | Multi-Family Residential | RU | $133 | $336.26 | $0 |
| Approved Property | Multi-Family Residential | RU | $133 | N/A | $0 |
| Undeveloped Property | N/A | Acre | $2,962 | N/A | $0 |

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE**
**FOR DEVELOPED PROPERTY**

| Tax Zone | Fiscal Year Included | Tract | No. of Taxable Units | LUC | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B | Maximum Special Tax C (Contingent) | Subdivider |
|---|---|---|---|---|---|---|---|---|---|
| Original | 2022-23 | TR 36672 | 136 | SFR | RU | $408 | $430 | $261 | Lennar Homes |
| 1 | 2022-23 | PP 13-0089 | 170 | MFR | RU | $203 | $305 | $0 | Villa Siena Property LLC |
| 2 | 2022-23 | TR 37476 | 77 | SFR | RU | $583 | $430 | $262 | KB Home Coastal Inc. |
| 3 | To Be Determined | | | | | | | | |
| 4 | 2023-24 | PM 37941 | 9.62 | NR | Acre | $4,060 | $0 | $0 | Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc. |
| 5 | 2023-24 | TR 31896 | 117 | SFR | RU | $788 | $451.50 | $503 | D.R. Horton Los Angeles Holding Co. |
| 6 | 2023-24 | LLA 2022-004 | 89 | MFR | RU | $153 | $320.25 | $0 | Wildomar Tres Lagos Partners LP |
| 7 | 2023-24 | TR 36781/36782 | 191 | SFR | RU | $267 | $451.50 | $46 | CPR/CWR Westpark Project, LLC |
| 8 | 2023-24 | LLA 2022-004 | 88 | MFR | RU | $153 | $320.25 | $0 | Palm Communities |
| 9 | 2023-24 | PP 21-0138 | 1.15 | NR | Acre | $2,700 | $0 | $2,372 | DMSD Cajun Properties LLC |
| 10 | 2023-24 | LLA 2020-008 | 20.20 | NR | Acre | $5,067 | $0 | $8,742 | Faith Bible Church Murrieta |
| 11 | 2024-25 | PM 38646 | 20.46 | NR | Acre | $2,299 | $2,069 | $0 | White Sable LLC and Wildomar One LLC |
| 12 | 2024-25 | PP 20-0044 | 288 | MFR | RU | $133 | $336.26 | $0 | OSR2 R&V Investors, LLC and TMW Oak Springs 2 Del, LLC |

**ESCALATION OF MAXIMUM SPECIAL TAXES**

**Maximum Special Tax A** - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

**Maximum Special Tax B** - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

**Maximum Special Tax C (Contingent)** - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

**EXHIBIT B**

**CITY OF WILDOMAR**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**
**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

**EXHIBIT D**

**CITY OF WILDOMAR**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**

**PROPOSED BOUNDARIES**

# *PROPOSED ANNEXATION MAP NO. 12*

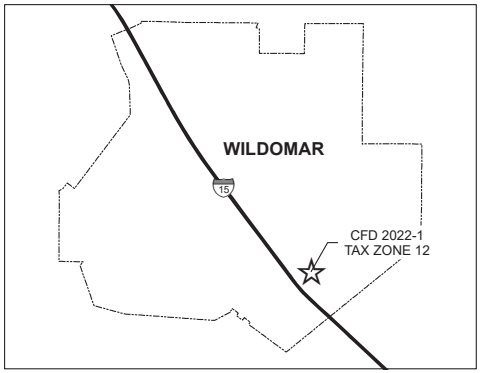
## COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20___, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR







RECORDED THIS ____ DAY OF _____, 20____AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR

## LEGEND

| | |
|---|---|
| | CITY BOUNDARY |
| | CFD BOUNDARY |
| | PARCEL LINE |
| | CITY BOUNDARY |
| XXX-XXX-XXX | ASSESSOR PARCEL NUMBER |
| (12) | TAX ZONE |

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.

SPICER CONSULTING GROUP

N W E S

0 300 600 1,200 Feet

# EXHIBIT E

## WAIVER AND CONSENT RESPECTING CONDUCT OF MAILED BALLOT, LANDOWNER ELECTION

**PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING ANNEXATION OF PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) WITHIN THE CITY OF WILDOMAR AND A WAIVER WITH RESPECTS TO CERTAIN PROCEDURAL MATTERS UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND CONSENTING TO THE LEVY OF SPECIAL TAXES THEREON TO PAY THE COSTS OF SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT**

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the annexation of the property described below to Community Facilities District No. 2022-1 (Services) and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by Community Facilities District No. 2022-1 (Services).

2. The undersigned requests that the community facilities district provide any services that are permitted under the Act including, but not limited to, all necessary service, operations, administration and maintenance required to keep the landscape lighting, street lighting, flood control facilities, ground cover, shrubs, plants and trees, irrigation systems, graffiti removal, sidewalks and masonry walls, fencing entry monuments, tot lot equipment and associated appurtenant facilities within the district in a healthy, vigorous and satisfactory working condition.

3. The undersigned hereby certifies that as of the date indicated opposite its signature, it is the owner of all the property within the proposed boundaries of the community facilities district described in Exhibit A hereto and as shown on the map Exhibit B hereto.

4. The undersigned requests that a special election be held under the Act to authorize the special taxes for the proposed community facilities district. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the annexation of the property to the community facilities district or at the next available meeting.

5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot. The undersigned expressly waives all notice requirements relating to hearings and special elections (except for published notices required by the Act), and whether such requirements are found in the California Elections Code, the

California Government Code or other laws or procedures, including but not limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code. The undersigned expressly waives the word limit requirement for the ballots pursuant to Sections 13247 and 9051 of the Elections Code.

6. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the annexation of property to the community facilities district of the portion of the incorporated area of the City of Wildomar or the special election therein shall be invalidated or affected by any such irregularity, error mistake or departure.

IN WITNESS WHEREOF, I hereunto set my hand this 6TH day of JUNE, 2024.

[NAME OF LANDOWNER]

By: _____

Name: Scott Dale

Title: President

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. 31736-1

OWNER'S MAILING ADDRESS:

9191 Towne Center Drive, #180

San Diego, CA 92122

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 20___.

_____

City Clerk of the City Council of the
City of Wildomar

# EXHIBIT F

# NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (ANNEXATION NO. 12)**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Wildomar on August 14, 2024 adopted its Resolution No. 2024-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2022-1 is proposed.

**NOTICE IS HEREBY FURTHER GIVEN** that the City Council has fixed 6:00 p.m., or as soon thereafter as practicable, Wednesday, October 9, 2024 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2022-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20___

_____
City Clerk of the City of Wildomar

# EXHIBIT G

# SPECIAL ELECTION BALLOT

**SPECIAL TAX ELECTION**
**CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**
**ANNEXATION NO. 12**

**(October 9, 2024)**

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 12 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

| Name of Landowner | Number of Acres Owned | Total Votes |
|---|---|---|
| OSR2 R&V Investors, LLC | 10.31 | 11 |

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

**Mail Delivery:** If by mail, place ballot in the return envelope provided, and mail no later than September 25, 2024, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

**Personal Delivery:** If in person, deliver to the City Clerk at any time up to 6:00 p.m. on October 9, 2024, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on October 9, 2024.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

***TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.***

**OFFICIAL SPECIAL TAX BALLOT**

| **Name & Address of Property Owner:** | **Assessor's Parcel Number(s):** |
|---|---|
| OSR2 R&V Investors, LLC<br>Attn: Scott Dale<br>9191 Towne Center Drive, #180<br>San Diego, CA 92122 | 380-250-038 |

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

| Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B |
|---|---|---|---|
| Multi- Family Residential | RU | $133 | $336 |

plus an annual increase on each July 1, commencing on July 1, 2025 Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fical Year or ii) by five percent (5.0%), whichever is greater, both not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled "Annexation Map No. 12 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including streets, drainage, parks, trails, and graffiti for Special Tax A and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-__ adopted by the City Council of the City of Wildomar on August 14, 2024 (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?

MARK "YES" OR "NO" WITH AN "X":

YES _____

NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

OSR2 R&V Investors, LLC
Scott Dale
President

_____
Signature

_____
Print Name

_____
Title

**SPECIAL TAX ELECTION**
**CITY OF WILDOMAR**

**ANNEXATION OF TERRITORY TO**
**COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)**
**ANNEXATION NO. 12**

**(October 9, 2024)**

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 12 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

| Name of Landowner | Number of Acres Owned | Total Votes |
|---|---|---|
| TMW Oak Springs 2 Del, LLC | 2.58 | 3 |

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

**Mail Delivery:** If by mail, place ballot in the return envelope provided, and mail no later than September 25, 2024, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

**Personal Delivery:** If in person, deliver to the City Clerk at any time up to 6:00 p.m. on October 9, 2024, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on October 9, 2024.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

***TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.***

**OFFICIAL SPECIAL TAX BALLOT**

| Name & Address of Property Owner: | Assessor's Parcel Number(s): |
|---|---|
| TMW Oak Springs 2 Del, LLC<br>Attn: Scott Dale<br>9191 Towne Center Drive, #180<br>San Diego, CA 92122 | 380-250-038 |

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

| Land Use Category | Taxable Unit | Maximum Special Tax A | Maximum Special Tax B |
|---|---|---|---|
| Multi- Family Residential | RU | $133 | $336 |

plus an annual increase on each July 1, commencing on July 1, 2025 Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fical Year or ii) by five percent (5.0%), whichever is greater, both not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled "Annexation Map No. 12 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including streets, drainage, parks, trails, and graffiti for Special Tax A and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-__ adopted by the City Council of the City of Wildomar on August 14, 2024 (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?

MARK "YES" OR "NO" WITH AN "X":

YES _____

NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

TMW Oak Springs 2 Del, LLC
Scott Dale
President

_____
Signature

_____
Print Name

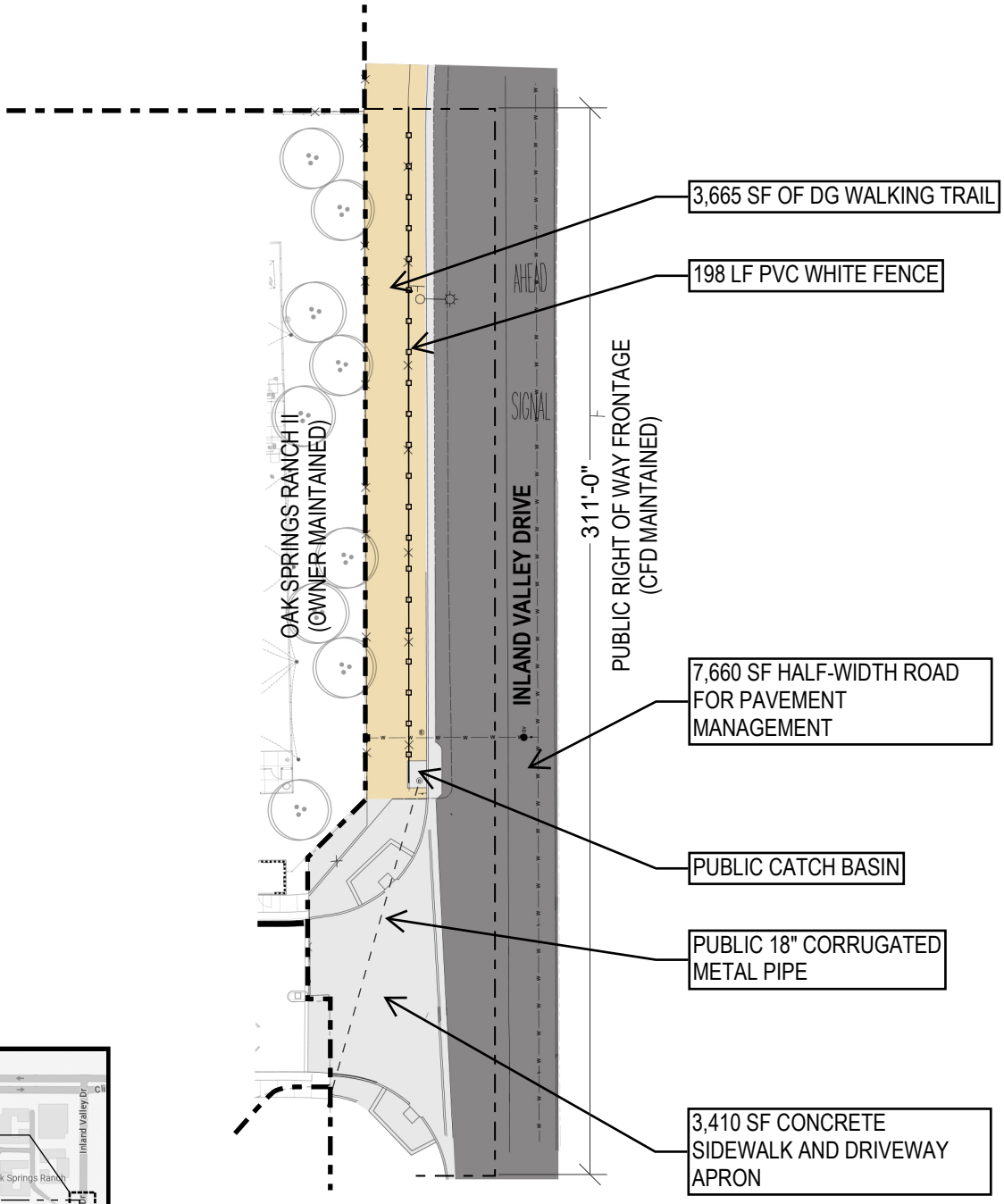
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Title

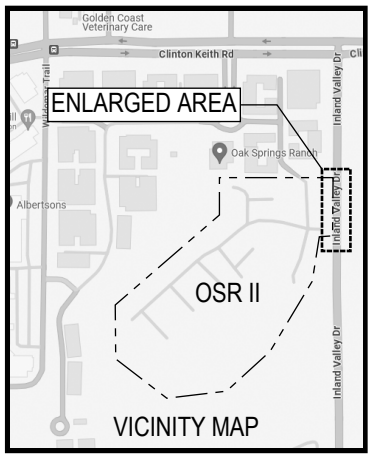
# *PROJECT MAP*

## CFD NO. 2022-1 (SERVICES)
## ANNEXATION NO. 12




SPICER CONSULTING GROUP




25'
0'
50'

N

# CFD MAINTENANCE SITE PLAN EXHIBIT

**OAK SPRINGS RANCH II**

WERMERS PROPERTIES

DATE: 6/5/2024
SCALE: 1" = 50'-0"

**SUBJECT:** Tract No. 31896 (Avalino) - Vacation of Right-of-Way on Starbuck Circle (Project No. 22-0147)

**SUBMITTED BY:** Jason Farag, Director of Public Works

**PREPARED BY:** Ninette Eva, Associate Engineer

**ACTION:**
Adopt a Resolution entitled:

RESOLUTION NO. 2024 -_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SUMMARILY VACATING A PORTION OF STARBUCK CIRCLE, INCLUDING A RESERVATION OF A PUBLIC UTILITY EASEMENT

**SUMMARY:**
The City will vacate a portion of the right-of-way on Starbuck Circle to allow the Developer of Tract No. 31896 to reconstruct a straight through street to replace the existing cul-de-sac. A public utility easement will be reserved for any utilities that are existing and operating in the area.

**BACKGROUND:**
Tract No. 31896, also known as Avalino, is a 117-lot single family development located on the southwest side of Palomar St., adjacent to the City limits with Murrieta at Washington Ave. Construction of the project has been on-going, and the Developer, DR Horton, is currently constructing public improvements including utilities and street improvements. An aerial image of the project site and the surrounding area is provided in Attachment A.

**DISCUSSION:**
Starbuck Circle was originally a cul-de-sac intersecting Palomar Street, but now serves as an entrance to Tract No. 31896 (Project). The Developer has constructed a straight through street to replace the existing cul-de-sac. This is shown on Sheet 5 of the approved Final Tract Map for the Project (Attachment B). With the construction of the through street, parts of the cul-de-sac will become excess right-of-way no longer needed by the City for public access and can be vacated.

Southern California Edison and Frontier California Inc. have existing utilities operating within the excess right-of-way of Starbuck Circle that is being vacated. Southern California Edison has requested the reservation of easements and rights that are necessary to operate the utilities they own in this area.

California Streets and Highways Code (SHC), Division 9, Part 3, Chapter 4 (Summary

Vacation) article 8334 (a) allows the City's legislative body to summarily vacate an excess Right-of-Way of a street or highway not required for street or highway purposes.

Staff recommends that the City Council adopt a Resolution to vacate the right-of-way and to also reserve a public utility easement over the vacated right-of-way.

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

**ATTACHMENTS:**
Resolution
Resolution Exhibits A and B
A - Aerial Map
B - Sheet 5 of TR 31896 Final Map

**RESOLUTION NO. 2024 -_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SUMMARILY VACATING A PORTION OF STARBUCK CIRCLE, INCLUDING A RESERVATION OF A PUBLIC UTILITY EASEMENT**

**WHEREAS**, the City Council on October 11, 2023, approved Tract Map 31896 D.R. Horton Avalino Final Map; and

Applicant/Owner: D.R. Horton

Project Location: Palomar Street and Washington Avenue

Project Area: 46.73 acres

**WHEREAS**, the Project includes the prior approval of a right-of-way vacation of a portion of Starbuck Circle; and which must be accomplished through a separate vacation process as required by Subsection C.7 of Section 16.60.070 of the Wildomar Municipal Code; and

**WHEREAS**, the required right-of-way vacation consists of a portion (containing 3,233 square feet) of Lot "A" and a portion (containing 1,383 square feet) of Lot "B" on Parcel Map 29005, filed in Book 197, Pages 1 through 3 inclusive, of Parcel Maps in the office of the County Recorder of the County of Riverside, State of California; and

**WHEREAS**, the right-of-way vacation lots are described in Exhibits A and shown in Exhibits B, and are subject to reservation of public easements for Southern California Edison and Frontier California Inc.; and

**WHEREAS,** the City Council is authorized to summarily vacate a street or highway that is excess right-of-way not required for street or highway purposes per Streets and Highways Code Section 8334(a).

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Wildomar City Council, in regular session assembled on August 14, 2024, the following:

1. The City Council finds and determines, pursuant to Section 8334(a) of the Streets and Highways Code, that the hereinafter-described portion of Starbuck Circle is excess right-of-way that is not required for street or highway purposes and is hereby summarily vacated. SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF. Pursuant to Section 8340(b) of the Streets and Highways Code, the City Council further finds that this portion of Starbuck Circle is unnecessary for present or prospective public use including use as a street, highway, or nonmotorized transportation facility.
2. Pursuant to Sections 8340(c) of the Streets and Highways Code, the City Council reserves and excepts from this street vacation an easement for any

existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove, or renew such facilities.

3. The City Clerk shall cause a certified copy of the resolution of vacation, attested by the clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the Recorder of the County of Riverside, California. Upon such recordation, this street vacation is complete.

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

_____
Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

_____
Thomas D. Jex
City Attorney

**ATTEST:**

_____
Janet Morales
City Clerk

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

**EXHIBIT "A"**

**RIGHT-OF-WAY VACATION (STARBUCK CIRCLE)**

**TRACT NO. 31896, M.B. 494/10-21**

THAT PORTION OF LETTERED LOT "A" AS SHOWN ON PARCEL MAP 29005, ON FILED IN BOOK 197, PAGES 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST NORTHERLY CORNER OF SAID LETTERED LOT "A", ALSO BEING THE CUL-DE-SAC RADIUS POINT OF STARBUCK CIRCLE AS SHOWN ON SAID PARCEL MAP 29005;

**THENCE** SOUTH 04˚05'27" EAST (SOUTH 04˚05'57" EAST), ALONG THE WESTERLY LINE OF SAID LETTERED LOT "A", A DISTANCE OF 15.24 FEET, TO THE **TRUE POINT OF BEGINNING;**

**THENCE** SOUTHERLY AND NORTHEASTERLY ALONG THE WESTERLY AND SOUTHEASTERLY LINE OF SAID LETTERED LOT "A" THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 04˚05'27" EAST (SOUTH 04˚05'57" EAST), A DISTANCE OF 45.76 FEET, TO THE SOUTHWESTERLY CORNER OF SAID LETTERED LOT "A", SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 61.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 04˚05'27" EAST;

2. NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 52˚09'24", AN ARC LENGTH OF 55.53 FEET;

3. NORTH 33˚45'09" EAST (NORTH 33˚44'39" EAST), 50.00 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET;

4. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17˚12'31", AN ARC LENGTH OF 30.03 FEET;

5. NORTH 50˚57'40" EAST (NORTH 50˚57'10" EAST), 34.91 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 299.00 FEET, A RADIAL LINE TO BEGINNING OF SAID NON-TANGENT CURVE BEARS SOUTH 39˚02'20" EAST;

**THENCE** SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 14˚49'59", AN ARC LENGTH OF 77.41 FEET;

**THENCE** SOUTH 65˚47'39" WEST, 64.64 FEET, TO THE **POINT OF BEGINNING.**

SAID RIGHT OF WAY VACATION CONTAINS 3,233 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

6-25-24

DARYL J. CHRISTIAN, PLS 8554 DATE

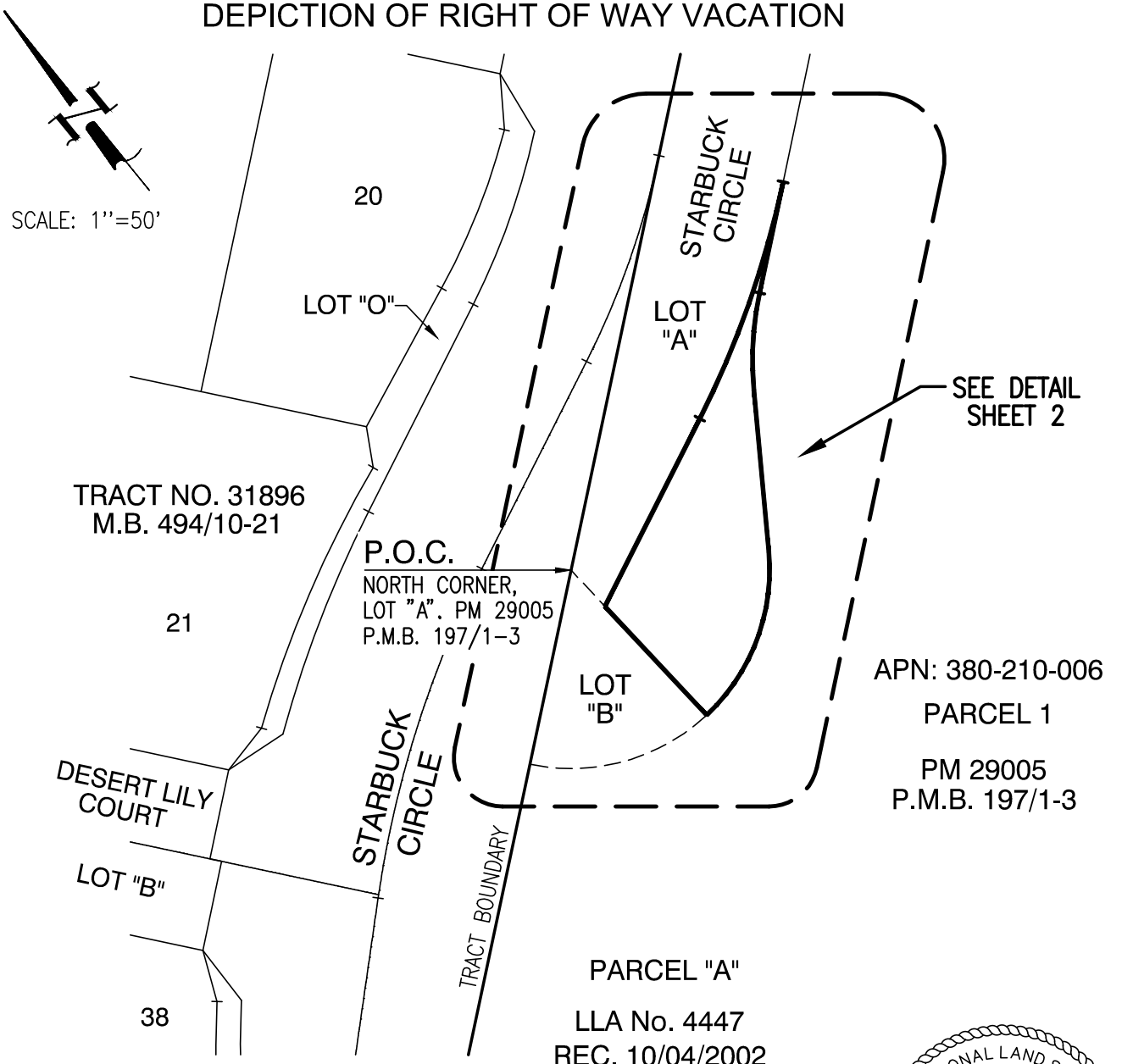


CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# EXHIBIT "B"

SHEET 3 OF 4 SHEETS

## DEPICTION OF RIGHT OF WAY VACATION




## LEGEND:

- INDICATES RIGHT OF WAY BEING BEING VACATED
- INDICATES EXISTING RIGHT OF WAY
- INDICATES EXISTING LOT LINE

PREPARED UNDER THE SUPERVISION OF:

DARYL J. CHRISTIAN, LS 8554, EXP. 12/31/24

6-25-24
DATE:

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA


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(949) 251-8821
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PLANNERS ENGINEERS SURVEYORS


J.N. 400-1800 | CITY PROJ. 22-0147

SECTION 12, T.7S., R.4W., S.B.M.

RANCHO LA LAGUNA

S & C OIL INC., A CALIF. CORP.
RIGHT OF WAY VACATION

DATE: JUNE 25, 2024

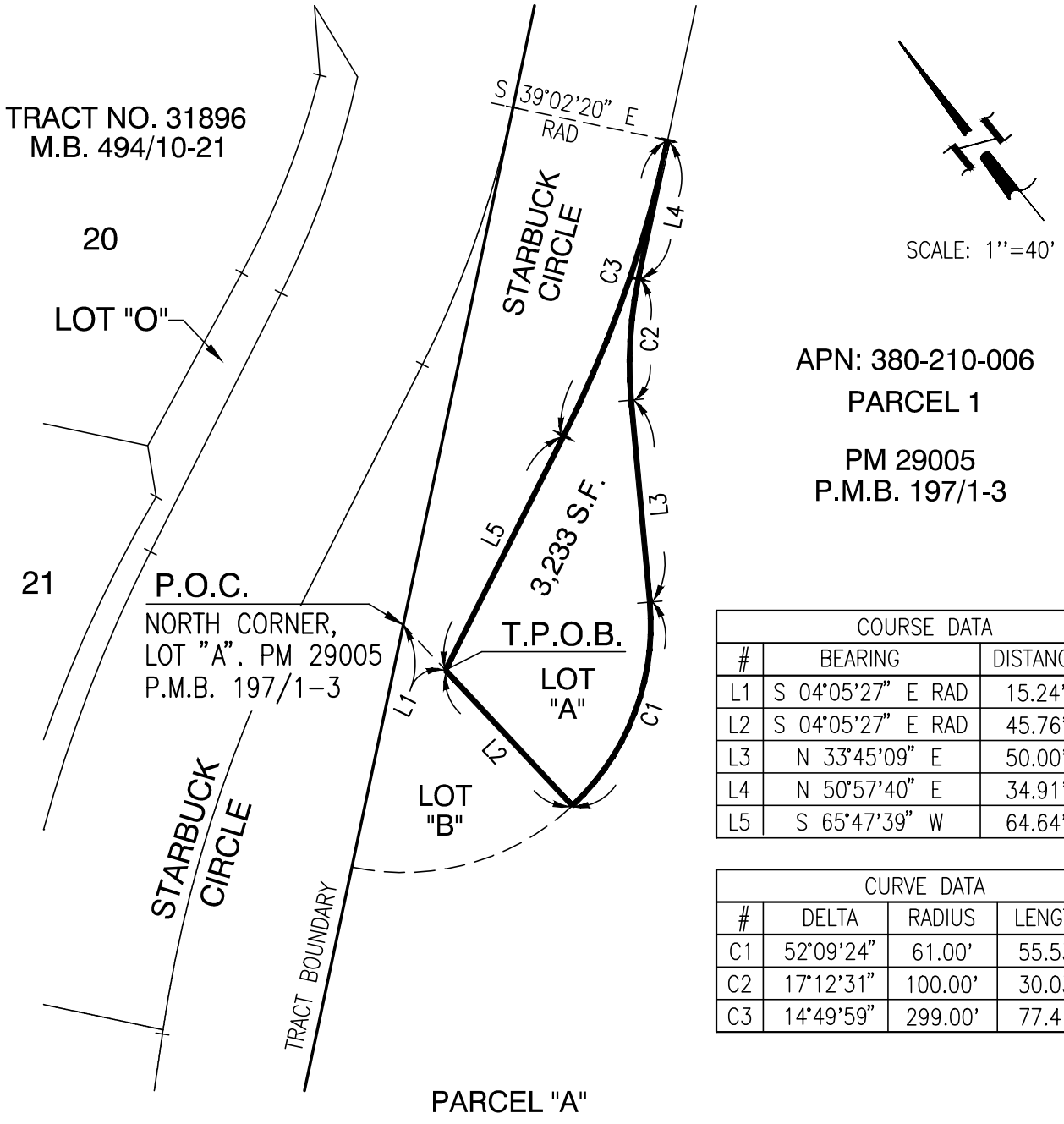
SCALE: 1"=50'

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# EXHIBIT "B"

## DEPICTION OF RIGHT OF WAY VACATION

SHEET 4 OF 4 SHEETS




SCALE: 1''=40'

APN: 380-210-006

PARCEL 1

PM 29005
P.M.B. 197/1-3

| COURSE DATA | | |
|---|---|---|
| # | BEARING | DISTANCE |
| L1 | S 04°05'27" E RAD | 15.24' |
| L2 | S 04°05'27" E RAD | 45.76' |
| L3 | N 33°45'09" E | 50.00' |
| L4 | N 50°57'40" E | 34.91' |
| L5 | S 65°47'39" W | 64.64' |

| CURVE DATA | | | |
|---|---|---|---|
| # | DELTA | RADIUS | LENGTH |
| C1 | 52°09'24" | 61.00' | 55.53' |
| C2 | 17°12'31" | 100.00' | 30.03' |
| C3 | 14°49'59" | 299.00' | 77.41' |

## LEGEND:

INDICATES RIGHT OF WAY BEING VACATED

INDICATES EXISTING RIGHT OF WAY

INDICATES EXISTING LOT LINE

LLA No. 4447
REC. 10/04/2002
DOC. # 2002-555294


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PLANNERS ENGINEERS SURVEYORS


J.N. 400-1800 | CITY PROJ. 22-0147

SECTION 12,
T.7S., R.4W., S.B.M.

RANCHO
LA LAGUNA

S & C OIL INC., A CALIF. CORP.
RIGHT OF WAY VACATION

DATE: JUNE 25, 2024

SCALE: 1"=40'

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

**EXHIBIT "A"**

**RIGHT-OF-WAY VACATION (STARBUCK CIRCLE)**

**TRACT NO. 31896, M.B. 494/10-21**

THAT PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 4447, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 4, 2002 AS INSTRUMENT NO. 2002-555294, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LETTERED LOT "B" AS SHOWN ON PARCEL MAP 29005, ON FILED IN BOOK 197, PAGES 1 THROUGH 3 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST NORTHERLY CORNER OF SAID PARCEL "A", ALSO BEING THE NORTHERLY CORNER OF SAID LETTERED LOT "B", SAID POINT BEING THE CUL-DE-SAC RADIUS POINT OF STARBUCK CIRCLE AS SHOWN ON SAID LOT LINE ADJUSTMENT AND SAID PARCEL MAP 29005;

**THENCE** SOUTH 04˚05'27" EAST (SOUTH 04˚05'57" EAST), ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL "A" AND LETTERED LOT "B", A DISTANCE OF 15.24 FEET, TO THE **TRUE POINT OF BEGINNING;**

**THENCE** CONTINUING SOUTH 04˚05'27" EAST (SOUTH 04˚05'57" EAST), ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL "A" AND LETTERED LOT "B", A DISTANCE OF 45.76 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LETTERED LOT "B", SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTH HAVING A RADIUS OF 61.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 04˚05'27" EAST;

**THENCE** NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LETTERED LOT "B" AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 52˚41'07", AN ARC LENGTH OF 56.09 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 289.00 FEET, A RADIAL LINE TO BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 33˚25'25" WEST;

**THENCE** NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09˚13'04", AN ARC LENGTH OF 46.49 FEET, TO THE **POINT OF BEGINNING.**

SAID RIGHT OF WAY VACATION CONTAINS 1,383 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF RECORDS, IF ANY.

AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

6-25-24

DARYL J. CHRISTIAN, PLS 8554 DATE

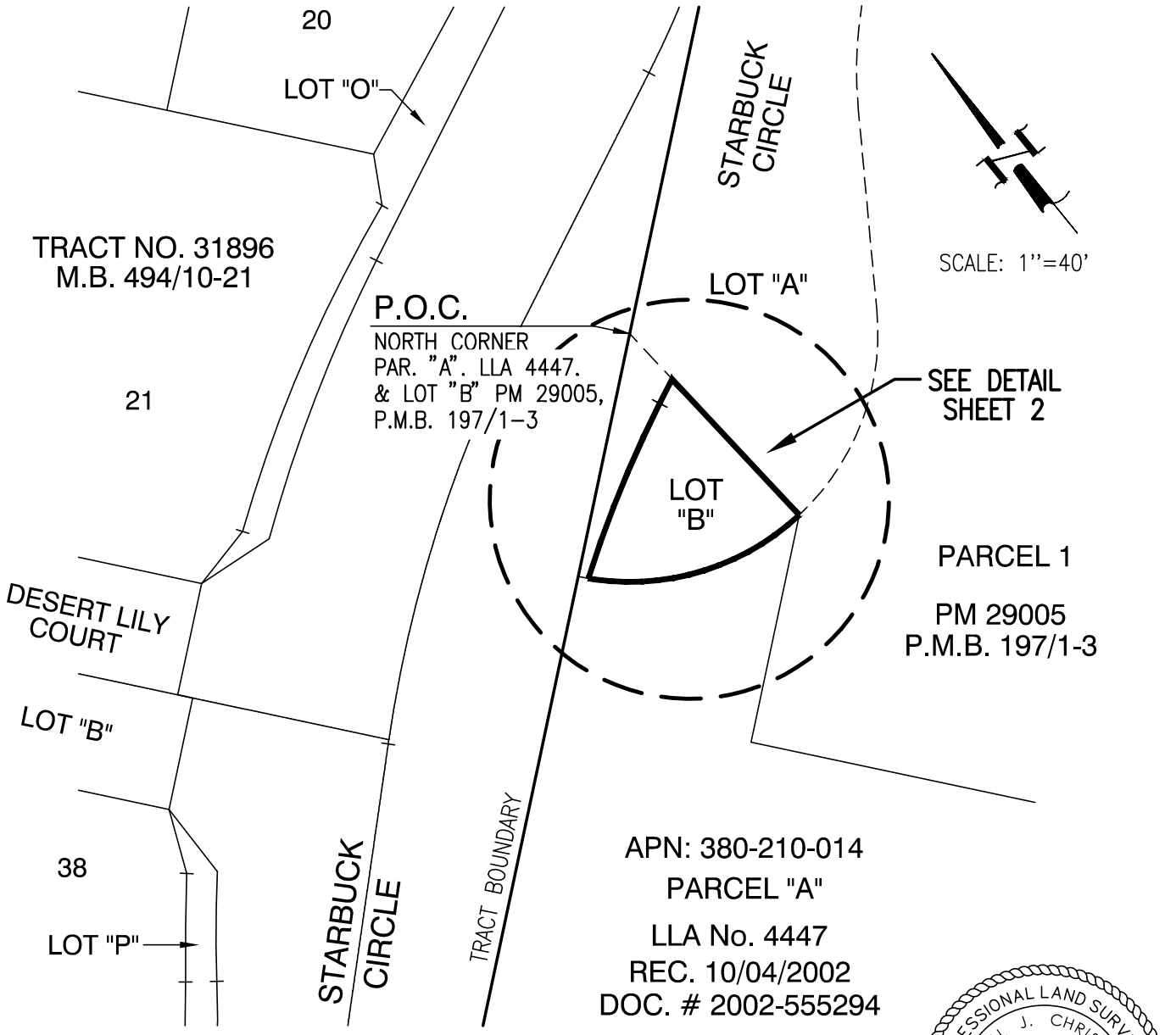


CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# EXHIBIT "B"

SHEET 3 OF 4 SHEETS

## DEPICTION OF RIGHT OF WAY VACATION




## LEGEND:

- INDICATES RIGHT OF WAY BEING VACATED
- – – – – – INDICATES EXISTING RIGHT OF WAY
- ——— INDICATES EXISTING LOT LINE

PREPARED UNDER THE SUPERVISION OF:

DARYL J. CHRISTIAN, LS 8554, EXP. 12/31/24

6-25-24
DATE:

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA


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SECTION 12, T.7S., R.4W., S.B.M.

RANCHO LA LAGUNA

SEVENTH-DAY ADVENTIST CHURCH
RIGHT OF WAY VACATION

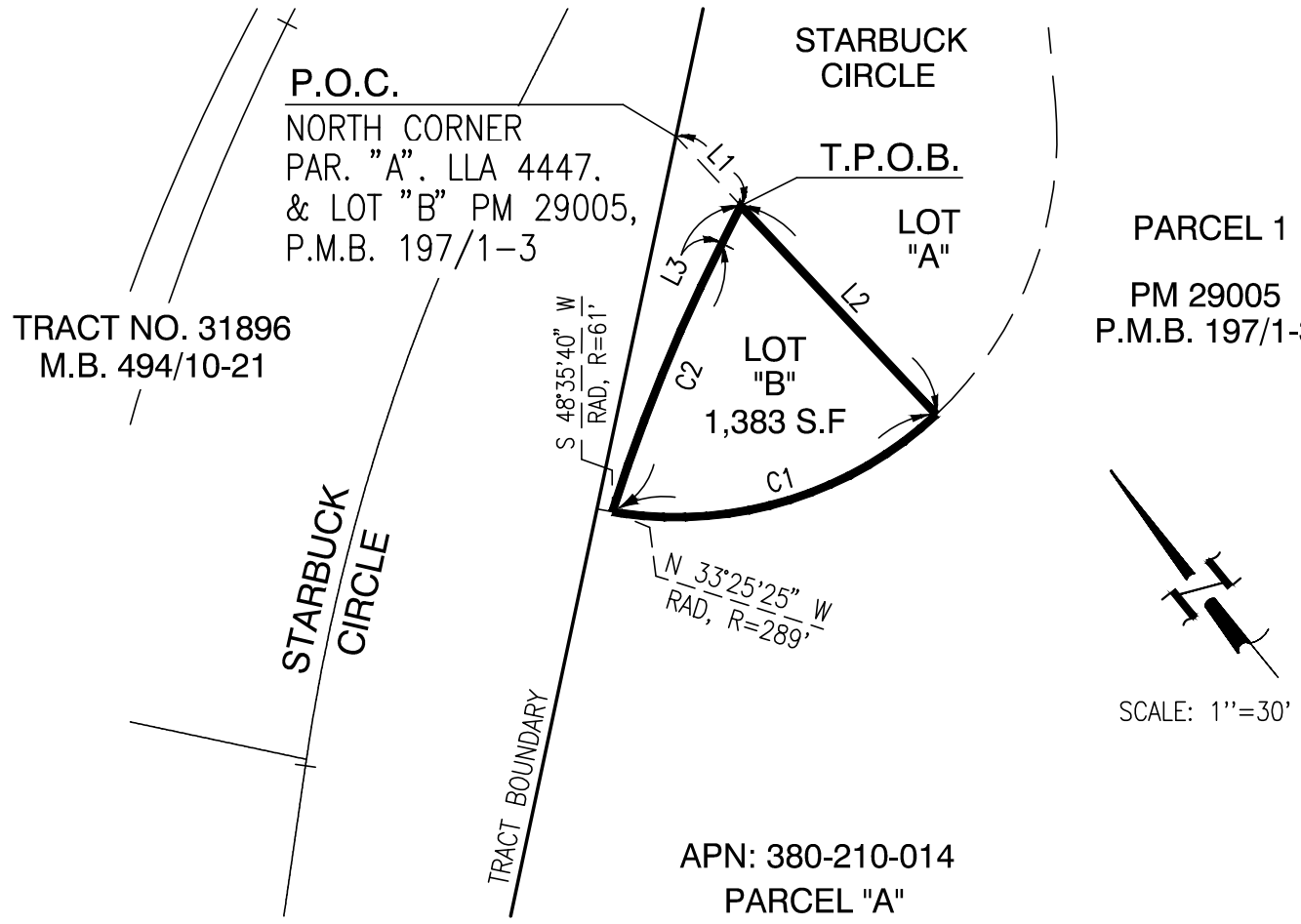
| | |
|---|---|
| DATE: | JUNE 25, 2024 |
| SCALE: | 1"=40' |

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# EXHIBIT "B"

SHEET 4 OF 4 SHEETS

## DEPICTION OF RIGHT OF WAY VACATION




APN: 380-210-014
PARCEL "A"
LLA No. 4447
REC. 10/04/2002
DOC. # 2002-555294

| COURSE DATA | | |
|---|---|---|
| # | BEARING | DISTANCE |
| L1 | S 04°05'27" E RAD | 15.24' |
| L2 | S 04°05'27" E RAD | 45.76' |
| L3 | N 65°47'39" E | 6.74' |

| CURVE DATA | | | |
|---|---|---|---|
| # | DELTA | RADIUS | LENGTH |
| C1 | 52°41'07" | 61.00' | 56.09' |
| C2 | 09°13'04" | 289.00' | 46.49' |

## LEGEND:

- INDICATES RIGHT OF WAY BEING VACATED
- INDICATES EXISTING RIGHT OF WAY
- INDICATES EXISTING LOT LINE


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SECTION 12,
T.7S., R.4W., S.B.M.

RANCHO
LA LAGUNA

SEVENTH-DAY ADVENTIST CHURCH
RIGHT OF WAY VACATION

DATE: JUNE 25, 2024

SCALE: 1"=30'

# ATTACHMENT A




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

# ATTACHMENT B

## Sheet 5 of Tract Map 31896

copy

494
14

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



# TRACT NO. 31896

BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF PARCEL MAP 8828, AS FILED IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALFORNIA, TOGETHER WITH A PORTION OF BLOCK "M" AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 1 AND 12, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING JULY, 2023

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

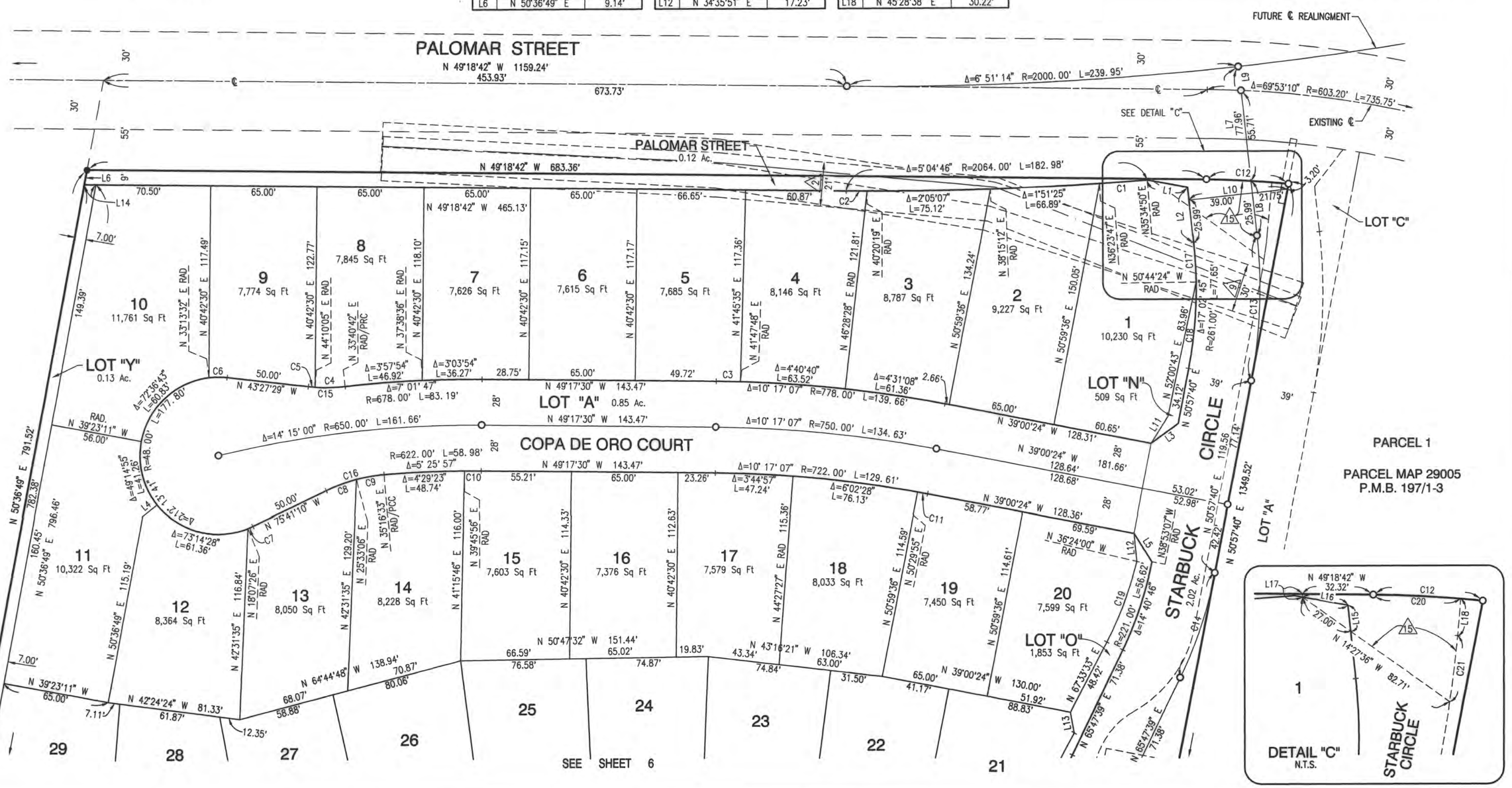
| COURSE DATA | | |
|---|---|---|
| # | BEARING | DISTANCE |
| L1 | N 39°41'56" W | 24.80' |
| L2 | N 33°54'55" E | 33.82' |
| L3 | N 85°59'47" W | 20.52' |
| L4 | N 88°38'06" W RAD | 11.74' |
| L5 | N 08°01'35" W | 20.54' |
| L6 | N 50°36'49" E | 9.14' |

| COURSE DATA | | |
|---|---|---|
| # | BEARING | DISTANCE |
| L7 | N 33°54'55" E | 103.95' |
| L8 | N 33°54'55" E | 33.49' |
| L9 | N 33°54'55" E | 14.75' |
| L10 | N 56°05'05" W | 60.75' |
| L11 | N 72°13'31" E | 19.43' |
| L12 | N 34°35'51" E | 17.23' |

| COURSE DATA | | |
|---|---|---|
| # | BEARING | DISTANCE |
| L13 | N 29°34'58" E | 12.78' |
| L14 | N 49°18'42" W | 7.11' |
| L15 | N 33°54'55" E | 12.00' |
| L16 | N 39°41'56" W | 21.04' |
| L17 | N 40°41'18" E | 1.43' |
| L18 | N 45°28'38" E | 30.22' |

| CURVE DATA | | | |
|---|---|---|---|
| # | DELTA | RADIUS | LENGTH |
| C1 | 0°48'57" | 2064.00' | 29.39' |
| C2 | 0°20'59" | 2064.00' | 12.60' |
| C3 | 1°05'18" | 778.00' | 14.78' |
| C4 | 10°29'23" | 100.00' | 18.31' |
| C5 | 2°22'26" | 100.00' | 4.14' |
| C6 | 13°18'59" | 48.00' | 11.16' |
| C7 | 3°48'36" | 48.00' | 3.19' |
| C8 | 11°14'16" | 100.00' | 19.61' |
| C9 | 9°43'27" | 100.00' | 16.97' |
| C10 | 0°56'34" | 622.00' | 10.23' |

| CURVE DATA | | | |
|---|---|---|---|
| # | DELTA | RADIUS | LENGTH |
| C11 | 0°29'41" | 722.00' | 6.23' |
| C12 | 5°15'38" | 548.20' | 50.33' |
| C13 | 17°02'45" | 300.00' | 89.25' |
| C14 | 14°49'59" | 260.00' | 67.31' |
| C15 | 12°51'49" | 100.00' | 22.45' |
| C16 | 20°57'43" | 100.00' | 36.59' |
| C17 | 5°20'41" | 261.00' | 24.35' |
| C18 | 11°42'04" | 261.00' | 53.30' |
| C19 | 13°57'33" | 215.63' | 52.53' |
| C20 | 04°11'09" | 548.20' | 40.05' |
| C21 | 03°21'29" | 294.00' | 17.23' |



**SUBJECT:** Purchase and Sale Agreement for Remainder Parcels on Palomar St.

**SUBMITTED BY:** Jason Farag, Public Works Director

**PREPARED BY:** Jason Farag, Public Works Director

**ACTION:**
Authorize the City Manager to execute a Purchase and Sale Agreement for the acquisition of vacant parcels on Palomar St.

**BACKGROUND:**
As part of the Palomar St. Widening Project, Phase 2 (CIP 028-2, Project), the City acquired additional right-of-way from various properties along Palomar St., including the vacant properties on the west side of Palomar St. between Gruwell St. and Elm St.

**DISCUSSION:**
As part of the acquisition and negotiation process, the City acquired the northern two parcels on the southwest corner of Gruwell St. and Palomar St. (APNs 376-051-001 and 376-051-002).

The City also acquired the necessary road right-of-way from the two parcels to the south which are under common ownership (APNs 376-051-015 and 376-051-016). After the right-of-way acquisition, the remaining areas for both parcels are 0.14 acres and 0.29 acres, respectively. Attachment A includes an exhibit showing the two parcels already acquired and the two parcels to the south.

The parcels on the west side of Palomar St. between Gruwell St. and Elm St. have a Commercial Land Use, with a C-1/C-P zoning. For the two parcels to the south to develop in the future, the owner would be obligated to relocate the existing high-voltage utility poles along the frontage and further widen the road along their frontage. The parcels are also located within the Elsinore Fault Zone which could limit the buildable area on the parcels. With the size of the remainder of the parcels, the cost of these future improvements and available buildable area may make the parcels cost-prohibitive to develop.

The owner of the remainder parcels is interested in selling the remainder portions of their parcels to the City. The City has appraised the properties and the total purchase price for both parcels is $129,000.

The parcels can benefit the roadway project by providing space during construction for staging and storage of construction equipment and materials. The parcels could also potentially be used for temporary overflow parking during special events at the Wildomar Cemetery,

eliminating the need for parking along the roadway or shoulders on Gruwell St. or Palomar St. and furthering benefiting the road as well as community services. Ownership of the southern parcels by the City, in combination with the existing City ownership of the two parcels to the north, also provides additional future options for the City regarding the development of this corridor along Old Highway 395.

The acquisition of the remainder portions of these parcels is a Transportation Uniform Mitigation Fee (TUMF) eligible expense. Therefore, staff recommends that the City Council authorize the City Manager to execute the Agreement for Purchase and Sale of Real Property for these two parcels (Attachment B).

**FISCAL IMPACT:**
Included in the FY 2024-2025 budget is funding for Phase 2 of the Palomar St. Widening Project. The approved Project budget includes $3,758,000 from Fund 503 (TUMF). There are adequate TUMF funds budgeted to cover the cost of this acquisition. There is no impact to the General Fund.

**ATTACHMENTS:**
A - Parcel Exhibit
B - Purchase and Sale Agreement

# ATTACHMENT A




Figure 1 - Parcel Acquisition Exhibit

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (INCLUDING ESCROW INSTRUCTIONS)**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "**Agreement**") is entered into as of the date of last execution of this Agreement by the parties as indicated on the signature page hereof ("**Effective Date**") by and between City of Wildomar, a California municipal corporation (the "**Buyer**"), and Richard F. McEntyre, Trustee under Declaration of Trust dated December 21, 2001, and amended January 5, 2015 (the "**Seller**").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property, together with any fixtures and appurtenant improvements thereon (collectively, the "**Property**"), situated in the City of Wildomar, County of Riverside, State of California, which is legally described in the Legal Description attached hereto as Exhibit A and incorporated herein.

2. **Purchase Price.**

2.1 The total purchase price for the Property shall be One Hundred Twenty-Nine Thousand Dollars ($129,000) (the "**Purchase Price**"). Buyer shall pay the Purchase Price by depositing into Escrow, on or before the date for close of Escrow, immediately available funds in the amount of the Purchase Price.

2.2 **Payment of Purchase Price.** The Purchase Price for the Property shall be payable by Buyer as follows:

(a) Independent Consideration. Upon the Opening of Escrow, Buyer shall deposit with Escrow Agent, in cash, by certified or bank cashier's check made payable to Escrow Agent, or a confirmed wire transfer of funds, the sum of One Hundred Dollars ($100.00) (the "**Independent Consideration**"). The Independent Consideration is in addition to and shall not be applied toward the Purchase Price. Buyer and Seller have bargained for and agree that the Independent Consideration is consideration for Buyer's rights under this Agreement and for Seller providing the Due Diligence Period (defined in Section _ below) to Buyer. Upon receipt, the Escrow Agent shall immediately release the Independent Consideration to Seller, and notwithstanding any provision in this Agreement to the contrary, the Independent Consideration shall be nonrefundable to Buyer in all circumstances.

(b) Deposit. Upon the Opening of Escrow (as defined in Section 5.1below) Buyer shall deposit with Escrow Agent (as defined in Section 5.1 below), in cash, by certified or bank cashier's check made payable to Escrow Agent, or a confirmed wire transfer of funds, the sum of Twelve Thousand Nine Hundred and no/100 Dollars ($12,900.00) ("**Deposit**"). The Deposit shall be deposited in an interest-bearing escrow account and all interest thereon shall be deemed part of the Deposit. If the transaction contemplated herein does not close due to Buyer's

disapproval or deemed disapproval of any matters pertaining to the Property prior to the expiration of the Due Diligence Period, then the Deposit shall be refunded to Buyer, this Agreement and the Escrow shall terminate and the parties shall have no further obligations to one another with respect to this Agreement, except as otherwise expressly provided for herein.

(c) Purchase Price Balance. Provided all of the other conditions precedent to Buyer's obligation to purchase the Property are timely satisfied, then prior to the Close of Escrow, Buyer shall deposit with Escrow Agent by cash, cashier's check, or other immediately available funds the difference between (i) the Purchase Price and (ii) the Deposit (the "**Purchase Price Balance**").

3. **Conveyance of Title.** Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes except (i) the lien for current real property taxes not yet due and payable; (ii) existing easements over the Property for public utilities (exceptions 2 and 3); (iii) exceptions numbered 1 (water rights), 4 (resolution establishing Southwest Area Road and Bridge Benefit District), 6 (ordinance adopting a Redevelopment Plan of which the Property is a part), and 7 (resolution reestablishing boundaries of Southwest Area Road and Bridge Benefit District) as shown on the Preliminary Title Report No. 92018249-920-CMM-CM8 issued by Commonwealth Land Title Company (the "**Title Company**") and dated March 22, 2023, with respect to the Property (the "**Report**"); and (iv) matters created by, through or under Buyer.

Seller shall not create any new exceptions or permit any exceptions to be created to title following the date of this Agreement. The Buyer shall have the right to approve or disapprove any exceptions reported by the Title Company after Buyer has approved the condition of title for the Property.

4. **Title Insurance Policy.** Escrow Agent shall, following recording of the Grant Deed, provide Buyer with a CLTA (or ALTA, at the request of the Buyer) policy of title insurance in the amount of the Purchase Price, issued by the Title Company, together with any endorsements reasonably requested by the Buyer, showing fee simple title to the Property vested in Buyer, subject only to the exceptions approved by Buyer as set forth in Paragraph 3 and the printed exceptions and stipulations in the policy. Seller shall pay the title policy premium for any CLTA policy. Any additional cost of an ALTA policy or endorsements requested by Buyer shall be paid by Buyer.

5. **Escrow.**

5.1 **Opening of Escrow.** Within three (3) business days of Buyer's receipt of a fully executed Agreement, Buyer shall open an escrow account (the "**Escrow**") in accordance with this Agreement at Corner Escrow, Inc., 25220 Hancock Ave., Suite 250, Murrieta, CA 92562, Attn: Jennifer Underwood; Tel 951-239-3019(the "**Escrow Agent**"). This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Buyer and Seller, constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

5.2 **Closing of Escrow.** For purposes of this Agreement, the "**Close of Escrow**" shall be defined as the date that the grant deed ("**Grant Deed**"), the form of which is attached hereto as Exhibit B, conveying the Property to Buyer, is recorded in the Official Records of the Recorder of Riverside County, California. The date upon which the Close of Escrow actually occurs shall sometimes be referred to herein as the "**Closing Date.**" The Closing Date shall occur within ten (10) business days after the expiration of the Due Diligence Period, unless extended by the mutual written consent of the parties hereto.

6. **Due Diligence Period.** Buyer shall have a period of sixty (60) days following the Effective Date (the "**Due Diligence Period**"), to satisfy itself in its sole and absolute discretion, with the Property Documents and all physical, legal and investment aspects of the Property and its condition and suitability for Buyer (including, without limitation, zoning, the environmental and physical condition of the Property); compliance with any laws, ordinances, codes, statutes, rules, orders, decisions and/or regulations with respect to the Property or any aspects of the Property (collectively the "**Due Diligence**"). If, prior to the expiration of the Due Diligence Period, Buyer notifies Seller and Escrow Agent in writing of Buyer's disapproval of the Property ("**Buyer's Disapproval Notice**") or if Buyer fails to notify Seller and Escrow Agent of Buyer's approval of the Property on or before the end of the Due Diligence Period (which shall be deemed to constitute Buyer's disapproval of the Property), such disapproval shall act to terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer and Seller hereby direct Escrow Agent to pay the Deposit (together with accrued interest thereon) to Buyer and this Agreement shall have no further force and effect (except for any provision hereof expressly providing that same is to survive termination hereof), and Buyer and Seller shall have no liability or obligation hereunder whatsoever, except as otherwise expressly provided for herein. If, prior to the expiration of the Due Diligence Period, Buyer notifies Seller and Escrow Agent in writing of Buyer's approval of the Property ("**Buyer's Approval Notice**"), such approval shall satisfy this condition. Upon Seller's delivery of an Approval Notice, Escrow Agent shall release the Deposit (together with accrued interest thereon) directly to Seller, and the Deposit shall be nonrefundable to Buyer.]

6.1 **Buyer's Investigations.** During regular business hours within the Due Diligence Period, upon at least twenty-four (24) hours prior written notice and subject to Seller's right to accompany Buyer at all times, Buyer, its agents, employees, architects, engineers, consultants and contractors shall have the right to enter the Property to conduct an ALTA survey and any non-intrusive investigations, inspections and tests of the Property, at Buyer's sole cost and expense, as Buyer deems reasonably necessary to evaluate the condition and suitability of the Property. Buyer shall use care and consideration in connection with all of its inspections or tests, and shall not interfere with the business operations of the Tenants located on the Property. Buyer shall also have the right to enter upon the Property for purposes of conducting any invasive inspections including, but not limited to, a Phase 2 Environmental Site Assessment. Buyer shall restore the Property as near as reasonably possible to its condition prior to any intrusive or invasive tests and/or inspections. Buyer shall indemnify, defend (with counsel reasonably satisfactory to Seller) and hold Seller harmless from and against any and all loss, expense, claim, damage, liability and injury to person or property resulting from the acts of Buyer, Buyer's employees, agents, consultants, architects, engineers, contractors and/or subcontractors on the Property in connection with the performance of any investigation or other activities upon the Property as contemplated herein. The foregoing indemnity, defense and hold

harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from the negligent acts or omissions of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, and (d) the release or spread of any Hazardous Material (as defined in Paragraph 11.11 herein) that are discovered (but not deposited) on or under the Property by Buyer unless caused by the negligence of Buyer or its agents or contractors. The indemnification and defense obligations of Buyer in this Paragraph 6.1 shall survive the Close of Escrow or termination of this Agreement.

6.2 **Property Documents.** Within five (5) days after the Effective Date, Seller shall provide Buyer with true and correct copies of the following documents, to the extent such documents are currently existing, and are within Seller's possession, custody, or control (collectively the "**Property Documents**"):

a. All title reports, easements, and covenants, conditions and restrictions (CC&Rs) pertaining to the Property;

b. All compliance notices and reports (including notices of violation or any correspondence from any government agency with jurisdiction over the Property);

c. All geological and soils reports, building or other inspection reports, environmental reports (including any Phase I and Phase II reports), structural reports;

d. All other written agreements and notices that affect the ownership, operation, maintenance, repair, improvement or development of the Property;

e. Any claims, litigation, actions or other legal proceedings affecting the Property; and

f. Any ALTA surveys or other surveys pertaining to the Property.

7. **Escrow Agent Authorization.** Escrow Agent is authorized to, and shall:

7.1 **Pay and Charge Seller.** Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement and any Escrow fees and other closing costs and expenses paid by sellers pursuant to the custom in the County of Riverside.

7.2 **Pay and Charge Buyer.** Pay and charge Buyer for any Escrow fees and other costs and expenses of Escrow.

7.3 **Recording.** Record the Grant Deed upon receipt of the Purchase Price.

7.4 **Disbursement.** Disburse the Purchase Price less prorations to Seller, record the Grant Deed and Certificate of Acceptance, and deliver the title policy and the Non-Foreign Transferor Declaration to Buyer, when conditions of the Escrow have been fulfilled by Buyer and Seller.

7.5 **Title Policy.** Direct the Title Company to issue the Title Policy to Buyer.

7.6 **Fee and Documentary Transfer Tax Exemptions.** Escrow Agent shall not charge either party for recording fees or documentary transfer tax. No documentary transfer tax or recording fees shall be due because Buyer is a public entity.

7.7 **Prorations.**

a. **Rents**. There are no rents to prorate because there are no tenants.

b. **Taxes**. Escrow Agent shall pay and charge Seller for the portion of the tax bill installment that is currently due and payable and assessments and any penalties and interest thereon allocable to the period prior to the close of Escrow. Escrow Agent shall also pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property. The portion of current property taxes which would otherwise be allocable to the period after the close of Escrow shall not be allocated, as Buyer is exempt from payment of property taxes. Seller shall have the sole right, after Close of Escrow, to apply to the Riverside County Tax Collector for a refund of any excess property taxes which have been paid by Seller with respect to the Property. This refund would apply to the period after Buyer's acquisition of the Property, pursuant to Revenue and Taxation Code Section 5096.7.

8. **Conditions Precedent to Close of Escrow.**

8.1 **Buyer's Conditions Precedent to Closing.** The obligation of the Buyer to complete the purchase of the Property is subject to the satisfaction of the following conditions:

a. Seller shall deliver through Escrow an executed, acknowledged and recordable Grant Deed sufficient to convey fee title to the Buyer as set forth in Paragraph 3.

b. Seller shall deliver through Escrow a Non-Foreign Transferor Declaration duly executed and in the form of Exhibit C attached hereto and made a part hereof.

c. Seller shall deliver a completed California Form 593.

d. Seller shall deliver a completed Owner's Affidavit acceptable to the Title Company.

e. A closing statement prepared (or approved) by the Title Company and approved by Seller and Buyer ("**Closing Statement**"), signed by Seller.

f. Seller shall deliver through Escrow such other funds and documents as Escrow Agent may reasonably require and as are necessary to comply with Seller's obligations under this Agreement.

g. Seller shall not be in default of any of its obligations under the terms of this Agreement, and all of Seller's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the close of Escrow.

h. Buyer shall have approved the condition of title to the Property pursuant to Paragraph 3 and Escrow Agent shall have committed to deliver to Buyer a title insurance policy as required by Paragraph 3 hereof.

i. Buyer shall have provided an Approval Notice pursuant to Paragraph 6.

On failure of any of the conditions set forth above, Buyer may terminate its obligations under this Agreement with no further liability to Seller by giving notice to Seller on or before the expiration of the time allowed for each condition. In the event of such termination by the Buyer, the Escrow Agent shall return the Deposit and Purchase Price, if deposited, to Buyer. Buyer's failure to elect to terminate its obligations shall constitute a waiver of the condition by Buyer.

8.2 **Seller's Conditions Precedent to Closing.** The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:

a. The Buyer shall not be in default of any of its obligations under the terms of this Agreement, and all of Buyer's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the close of Escrow.

b. The Buyer shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price and the Buyer's share of costs described herein.

c. Buyer shall have deposited a signed Certificate of Acceptance with the Escrow Agent.

d. Buyer shall have deposited a Closing Statement, signed by Buyer, with Escrow Agent.

e. Buyer shall have completed, signed, and deposited with Escrow Agent any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property.

On failure of any of the conditions set forth above, Seller may terminate its obligations under this Agreement with no further liability to Buyer by giving notice to Buyer on or before the expiration of the time allowed for each condition. Seller's failure to elect to terminate its obligations shall constitute a waiver of the condition by Seller.

9. **Possession and Disposition of Personal Property.** Seller shall, prior to the close of Escrow, remove or otherwise dispose of all personal property located on the Property. All personal property remaining on the Property after the Closing shall become the property of Buyer and Buyer may dispose of same without liability as it alone sees fit, and Seller shall be liable for the costs of removal which are incurred by the Buyer. Buyer shall not be liable for any loss of or damage to the personal property remaining on the Property, regardless of when loss or damage occurs.

10. **Seller Covenants**

10.1 **Litigation.** Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller which might affect the Property or any interest of Buyer.

10.2 **Notices of Violation**. If after the Effective Date Seller receives any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation, Seller shall notify Buyer within ten (10) days of receipt of such notice. Seller then, at its option, may either elect to perform the work or take the necessary corrective action prior to the close of Escrow or refuse to do so, in which case Seller shall notify Buyer of such refusal and Buyer shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement.

10.3 **Seller's Title**. Until the close of Escrow, Seller shall not do anything which would impair Seller's title to any of the Property.

10.4 **Seller's Indemnity**. Seller hereby indemnifies and holds Buyer harmless from any and all losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees (and those fees incurred upon any appeals) incurred or suffered by Buyer as a result of the breach by Seller of any of the representations and warranties contained in this Agreement, the failure by Seller to comply with any of the covenants contained in this Agreement or any other default by Seller under the terms of this Agreement. Seller further agrees to defend, indemnify and hold Buyer harmless from and against liabilities arising (including reasonable attorney's fees and cost in defending against claims) out of the ownership, operation or maintenance of the Property during Seller's period of ownership.

11. **Seller Representations and Warranties.** Seller represents and warrants to Buyer that:

11.1 **Pending Claims**. To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

11.2 **Encroachments**. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.

11.3 **Condition of Property**. The Property is in good condition, and until the close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

11.4 **Utilities**. All utilities including, without limitation, gas, electricity, water, sewage, and telephone, are available to the Property, and to the best of Seller's knowledge, all items are in good working order.

11.5 **Conflict with Other Obligation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which Seller or the Property may be bound.

11.6 **Authority**. Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to Buyer as provided herein and to carry out Seller's obligations hereunder. If Seller is a corporation, partnership, limited liability company or other similar entity, each party executing this Agreement on behalf of Seller represents and warrants that such person is duly and validly authorized to do so on behalf of Seller.

11.7 **Bankruptcy**. Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.

11.8 **Governmental Compliance**. Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation.

11.9 **Right to Possession**. No person or entity other than Seller has the right to possess the Property or any portion of it, as of the date of this Agreement.

11.10 **Non-Foreign Transferor**. Seller is not a "foreign person" within the meaning of 26 U.S.C.A. §1445(f)(3) and Seller is not, nor is any person who owns a controlling interest in or otherwise controls Seller, (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (b) a person either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). Neither Seller nor any of its principals or affiliates is (x) a person or entity with which Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Orders, or (y) is affiliated or associated with a person or entity listed in the preceding clause (x). To the actual knowledge of Seller, neither Seller nor any of its principals or affiliates, nor any brokers or other agents acting in any capacity in connection with the transactions contemplated herein (I) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders or (II) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein, "Anti-Terrorism Law" means the OFAC Laws and Regulations, the Executive Orders and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended.

11.11 **Hazardous Materials**. Neither Seller nor any current or prior tenant or third party, has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property. Additionally, Seller has not received any written notice that the Property has been or is in violation of any Environmental Law.

The term "**Hazardous Material**" as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the Close of Escrow, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the Close of Escrow), and includes without limitation: any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term "**Environmental Law**" as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Material.

11.12 **Representations True and Correct at Close of Escrow**. Each of the representations and warranties made by Seller in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties of Seller contained in this Agreement are conditions precedent to the Close of Escrow.

11.13 **Change of Situation**. Until the close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in Paragraphs 11.1 through 11.13 not to be true as of the close of Escrow, immediately give written notice of such fact or condition to Buyer.

11.14 **Survival**. Anything to the contrary notwithstanding, the representations and warranties in Paragraphs 11.1 through 11.13 and Seller's representation in Paragraph 13 hereof shall be deemed to survive the Close of Escrow and the delivery of the Grant Deed.

12. **Buyer Representations and Warranties.** Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

12.1 **Authority**. Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer. Buyer represents and warrants that each person executing this Agreement is legally competent and is duly authorized so as to fully and legally bind Buyer.

12.2 **No Bankruptcy**. Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Buyer is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. Buyer and Seller have negotiated this Agreement at arm's-length and the consideration paid represents fair value for the assets to be transferred. Buyer's representations and warranties shall survive the Close of Escrow.

12.3 **Representations True and Correct at Close of Escrow**. Each of the representations and warranties made by Buyer in this Agreement, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow.

12.4 **No Breach**. Buyer represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms of, conditions of, or constitute a default under, any instrument or obligation by which Buyer is bound, or violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.

12.5 **Change of Situation**. Buyer shall notify Seller immediately of any facts or circumstances that are contrary to the foregoing representations and warranties contained in Paragraphs 12.1 to 12.4.

13. **No Brokers.** Seller and Buyer each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property. Seller and Buyer agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.

14. **Condemnation or Casualty**. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding of which Seller has received written notice or which has commenced or occurred prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property or if any Tenant Lease provides any Tenant the right to terminate its Tenant Lease as a result of such damage or proceeding (unless such Tenant has waived such right), then Buyer shall, at its option, elect in writing to Seller and Escrow Agent not later than two (2) days prior to the scheduled date for the Close of Escrow as determined pursuant to Paragraph 5.2 hereof, either to: (a) terminate this Agreement, in which event all funds deposited by Buyer into and remaining in Escrow together with any interest accrued thereon shall be returned to Buyer and neither party shall have any further rights or obligations hereunder (except those obligations of this Agreement that by their terms survive termination); or (b) continue the Agreement in effect without adjustment to

the Purchase Price and Seller shall have no obligation for any repair or restoration to the Property, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, insurance proceeds, awards or other payments or relief resulting from such casualty or condemnation proceeding relating to the Property and Buyer shall be credited at the Close of Escrow with the amount of any deductible under the applicable insurance policies in the event of any such casualty.

15. **Default**.

15.1 **Liquidated Damages for Buyer Default; Limitation on Liability. IF CLOSE OF ESCROW DOES NOT OCCUR DUE TO BUYER COMMITTING A DEFAULT UNDER THIS AGREEMENT, THEN IN ANY SUCH EVENT, PROVIDED THAT SELLER IS NOT IN DEFAULT OF ITS OBLIGATIONS FOR THE CLOSE OF ESCROW, THE ESCROW AGENT MAY BE INSTRUCTED BY SELLER, AND SELLER SHALL BE ENTITLED TO SO INSTRUCT ESCROW AGENT, TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT, IN THE EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT REPRESENTED BY THE DEPOSIT, AND SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT, TOGETHER WITH ANY INTEREST ACCRUED THEREON AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW AND EQUITY.**

**SELLER:** RJM **BUYER:**_____.

15.2 **Seller's default**. In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, including the failure of any condition set forth in Paragraph 8.1, Buyer shall be entitled, as its sole remedy, either (i) to be reimbursed by Seller for legal and other expenses incurred in conducting its Due Diligence up to a maximum amount of $25,000 and to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement, provided that Buyer files suit for specific performance as set forth in the last sentence of this Paragraph 15.2 on or before thirty (30) days following the date upon which Close of Escrow was to have occurred, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder provided, however, no such default shall be deemed to have occurred unless and until Buyer has given Seller written notice thereof, describing the nature of the default, and Seller has failed to cure such default within five days after receipt of such notice (and the Close of Escrow shall be extended, if necessary, to allow the Seller the full five day period).

16. **Attorney's Fees.** Except as provided in Paragraph 15.2, each party shall be responsible for their respective legal fees in connection with the preparation of this Agreement and the transaction contemplated by the Agreement, whether or not Close of Escrow occurs. In the event any declaratory or other legal or equitable action is instituted between Seller, Buyer and/or Escrow Agent in connection with this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

17. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile or email, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iv) if sent by facsimile or email, with the original sent on the same day by overnight courier for next business day delivery, the date on which the facsimile or email is received, provided that the email or facsimile is received after 5:00 P.M. Pacific Time the facsimile or email shall be deemed received the next day. Notice of change of address shall be given by written notice in the manner described in this Paragraph 17. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Buyer:
City of Wildomar
Attention: City Manager
23873 Clinton Keith Road
Suite 201
Wildomar, CA 92595
With a Copy to:

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

If to Seller:

Richard F. McEntyre, Trustee under Declaration
of Trust dated December 21, 2001, and amended January 5, 2015
2633 Aperture Circle
San Diego, CA 92108

18. **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

19. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

20. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

21. **Governing Law.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to its choice of law provisions.

22. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

23. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.

25. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

26. **Electronic Signatures.** The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signatures.

27. **Time of Essence.** Time is of the essence of each provision of this Agreement.

28. **Binding Upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

29. **Not an Offer**. This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and Seller.

30. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

31. **Legal Advice**. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

32. **1031 Exchange.** If Seller notifies the Buyer prior to the Closing that Seller wishes to attempt to effectuate a "tax-free" exchange pursuant to Section 1031 or Section 1033 of the Internal Revenue Code ("**Exchange Transaction**") in connection with the transaction contemplated in this Agreement, the Buyer shall cooperate with Seller, at no cost, expense, or liability to Buyer, in the Seller's attempt to effectuate such Exchange Transaction including, without limitation, an amendment to this Agreement pertaining to the Exchange Transaction and a consent to the assignment of Seller's rights hereunder to a qualified intermediary, and providing written acknowledgment of receipt of such notices as Seller furnishes to Buyer concerning the Exchange Transaction. Buyer makes no representations to the Seller that any such Exchange Transaction shall be treated as "tax-free" by the Internal Revenue Service. Seller agrees to indemnify Buyer from all liability with respect to any action which the Seller requests the Buyer to take pursuant to this Paragraph 32, and to reimburse the Buyer for all fees, costs, and expenses (including reasonable attorney's fees) incurred by the Buyer as a result of the Seller's election to participate in an Exchange Transaction. The Buyer shall not be required to hold title to any real estate or other assets in order to cooperate with the Seller's Exchange Transaction.

33. **Cooperation**. Buyer and Seller agree to execute such instruments and documents and to diligently undertake all actions pursuant to the provisions hereof in order to consummate the purchase and sale herein contemplated and shall use their commercially reasonable efforts to accomplish the Close of Escrow in accordance with the provisions hereof; provided, however, Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.**

**SELLER:**

Richard F. McEntyre, Trustee under Declaration
of Trust dated December 21, 2001, and amended January 5, 2015

By: Richard F. McEntyre Trustee
Richard F. McEntyre, Trustee

Date: 2/5/24

**[Buyer Signature Page Follows]**

**BUYER:**

**CITY OF WILDOMAR**

By:_____
Dan York, City Manager

Date:_____

Approved as to Form:

_____
Thomas D. Jex, City Attorney

Attest:

_____
Janet Morales, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION**

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

PARCEL 1:

LOT 19 IN BLOCK 31, TOGETHER WITH THE NORTHEASTERN 1/2 OF THAT CERTAIN ALLEY ADJACENT TO SAID LOT ON THE SOUTH; SAID ALLEY HAVING BEEN ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 6, 1978 AS INSTRUMENT NO. 65718, OF OFFICIAL RECORDS, TOWN OF WILDOMAR, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO A CERTAIN MAP AND PLAT OF SAID TOWN MADE BY P. W. MINTHORN IN DECEMBER 1885 AND RECORDED NOVEMBER 20, 1886 IN PLAT BOOK 6, PAGE 294 OF MAPS, SAN DIEGO COUNTY RECORDS.

PARCEL 2:

LOTS 17 AND 18 IN BLOCK 31 OF WILDOMAR TOWNSITE, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 294 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS OF THOSE CERTAIN UNNAMED ALLEYS ADJACENT TO SAID LOTS, ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1978 AS INSTRUMENT NO. 65718 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Assessor's Parcel Number: 376-051-003 & 004

**EXHIBIT B**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO:

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

EXEMPT FROM REOCRDING FEES
PER GOVERNMENT CODE §27383

---

**THE UNDERSIGNED GRANTOR(S) DECLARE(S):**
**This transaction is exempt from documentary transfer tax pursuant to Revenue & Taxation Code Section §11922.**
**City of Wildomar, an exempt agency, is acquiring title.**

**Exempt from the Building Homes and Jobs Act Fee per Government Code §27388.1(A)(2)(D). This document is being recorded by a municipality.**

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, RICHARD F. MCENTYRE, TRUSTEE UNDER DECLARATION OF TRUST DATED DECEMBER 21, 2001, AND AMENDED JANUARY 5, 2015, GRANTS to CITY OF WILDOMAR, a California municipal corporation, the following described real property located in the City of Wildomar, County of Riverside, State of California, as described on **Attachment 1** attached hereto.

**GRANTOR**

_____
RICHARD F. MCENTYRE
Trustee under Declaration of Trust
Dated December 21, 2001, and amended January 5, 2015

Attachment 1

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

PARCEL 1:

LOT 19 IN BLOCK 31, TOGETHER WITH THE NORTHEASTERN 1/2 OF THAT CERTAIN ALLEY ADJACENT TO SAID LOT ON THE SOUTH; SAID ALLEY HAVING BEEN ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 6, 1978 AS INSTRUMENT NO. 65718, OF OFFICIAL RECORDS, TOWN OF WILDOMAR, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO A CERTAIN MAP AND PLAT OF SAID TOWN MADE BY P. W. MINTHORN IN DECEMBER 1885 AND RECORDED NOVEMBER 20, 1886 IN PLAT BOOK 6, PAGE 294 OF MAPS, SAN DIEGO COUNTY RECORDS.

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TOGETHER WITH THOSE PORTIONS OF THOSE CERTAIN UNNAMED ALLEYS ADJACENT TO SAID LOTS, ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1978 AS INSTRUMENT NO. 65718 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Assessor's Parcel Number: 376-051-003 & 004

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

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

WITNESS my hand and official seal.

Signature:_____ (seal)

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from RICHARD F. MCENTYRE, TRUSTEE UNDER DECLARATION OF TRUST DATED DECEMBER 21, 2001, AND AMENDED JANUARY 5, 2015 to CITY OF WILDOMAR, a California municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of City Council pursuant to authority conferred by resolution of the City Council adopted on _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By_____
Dan York, City Manager

## EXHIBIT C

## FORM OF NON-FOREIGN TRANSFEROR DECLARATION

To inform City of Wildomar, a California municipal corporation ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1954, as amended ("**Code**") will not be required by Richard F. McEntyre, Trustee under Declaration of Trust dated December 21, 2001 (the "**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer or tax (social security) identification number is: _____.

The Transferor understands that this declaration may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

I declare that I have examined this declaration and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

**TRANSFEROR**

Richard F. McEntyre, Trustee under Declaration
of Trust dated December 21, 2001, and amended January 5, 2015

By: _____
Richard F. McEntyre, Trustee

**SUBJECT:** 2024 Biennial Conflict of Interest Notice and Update

**SUBMITTED BY:** Janet Morales, City Clerk

**ACTION:**
1. Receive and file the 2024 Local Agency Biennial Notice; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE CITY OF WILDOMAR

**SUMMARY:**
The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially and update as needed. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

**BACKGROUND:**
The Political Reform Act requires public agencies to adopt a local Conflict of Interest Code designating positions required to file Statements of Economic Interests (Form 700) and assigning disclosure categories specifying the types of interests to be reported. The Conflict of Interest code must be reviewed biennially and the notice must be filed with the City Council and updated based on the criteria.

**DISCUSSION:**
The Fair Political Practices Commission sent the 2024 Local Agenda Biennial Notice Instructions and form to be filed by the City Council by October 1, 2024 letting the City Council know if an amendment is required. Staff has reviewed the Conflict of Interest Code and determined that an amendment is required to include new positions and add positions that participate in making governmental decisions. It is recommended that the City Council receive and file the notice and adopt the Resolution.

**FISCAL IMPACT:**
None.

**ATTACHMENTS:**
1. 2024 Local Agency Notice
2. Resolution - 2024

3. Resolution - Exhibit A redline
4. Reso 2023-62 - Repeal

# 2024 Local Agency Biennial Notice

Name of Agency: City of Wildomar

Mailing Address: 23873 Clinton Keith Road Wildomar, CA 92595

Contact Person: Janet Morales Phone No. 951-677-7751 x210

Email: jmorales@cityofwildomar.org Alternate Email: hjemane@cityofwildomar.org

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

■ **An amendment is required. The following amendments are necessary:**

*(Check all that apply.)*

- ■ Include new positions
- ■ Revise disclosure categories
- ■ Revise the titles of existing positions
- ■ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ■ Other *(describe)* _____

■ **The code is currently under review by the code reviewing body.**

■ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

---

**Verification** **(to be completed if no amendment is required)**

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

_____ _____

*Signature of Chief Executive Officer* *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

*(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

**RESOLUTION NO. 2024 - ___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS, AND EMPLOYEES OF THE CITY OF WILDOMAR**

## RECITALS

**WHEREAS**, the Political Reform Act of 1974, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict interest codes; and

**WHEREAS**, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code; and

**WHEREAS**, the City adopted Regulation 18730 as its conflict of interest code on August 27, 2008; and

**WHEREAS**, the Political Reform Act requires every local government agency to review its conflict of interest code biennially and file the biennial notice with the City Council; and

**WHEREAS**, the biennial notice determined that the City Council needs to amend the City of Wildomar's Conflict of Interest Code to include the agency's new positions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wildomar as follows:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Exhibit A, in which officials, boards and commission members and employees are designated, and Exhibit B in which disclosure categories are set forth, constitute the conflict of interest code of the City of Wildomar.

2. Upon receipt of statements of the Members of the City Council, Planning Commission, City Manager, City Attorney, and City Treasurer, the City Clerk shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Designated employees shall file statements of economic interests with the City Clerk. All statements of economic interests will be made available for public inspection and reproduction, upon request, pursuant to Government Code 81008.

3. Resolution No. 2023-62 is hereby repealed.

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

_____
Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

_____
Thomas D. Jex
City Attorney

**ATTEST:**

_____
Janet Morales, CMC
City Clerk

## EXHIBIT A

## DESIGNATED EMPLOYEES

| Position | Disclosure Category |
|---|---|
| Administrative Services Director | 1 |
| Assistant City Manager | 1 |
| Assistant to the City Manager | 1 |
| Building Inspection Supervisor | 1 |
| Chief Building Official | 1 |
| City Clerk | 1 |
| City Engineer | 1 |
| Code Enforcement Manager | 1 |
| Code Enforcement Supervisor | 1 |
| Community Development Director | 1 |
| Community Services Director | 1 |
| Community Services Manager | 1 |
| Deputy City Manager | 1 |
| Economic Development Director | 1 |
| Engineering Division Manager | 1 |
| Facilities Contract Specialist | 1 |
| Field Supervisor | 1 |
| Finance Manager | 1 |
| Human Resources and Risk Manager | 1 |
| Maintenance Manager | 1 |
| Public Works Director | 1 |
| Principal Engineer | 1 |
| Principal Engineer/City Engineer | 1 |
| Public Works Director | 1 |
| Public Works Director/City Engineer | 1 |
| Senior Engineer | 1 |
| Senior Planner | 1 |
| Candidates for Council | 1 |
| Measure AA Committee Members | 1 |
| Measure Z Committee Members | 1 |
| *Consultants | 1-3 as applicable |

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section.

Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission (by way of the City Clerk) under Section 872000, and therefore, are listed for informational purposes only:**

City Councilmembers
City Attorneys
City Manager
City Treasurer
City Planning Commissioners

## EXHIBIT B

## DISCLOSURE CATEGORIES

All disclosure definitions are contained in the Political Reform Act.

All designated employees shall make disclosure in the following category:

**1. Full Disclosure:** All investments and business positions in business entities, sources of income including gifts, loans, and travel payments, and interests in real property.

**Form 700 Schedules: All Schedules (A through E)**

**2. Income:** All sources of income including gifts, loans, and travel payments, unless otherwise exempt from disclosure by the Political Reform Act.

**Form 700 Schedules: C, D, E**

**3. Real Property:** All interests in real property located within the City.

**Form 700 Schedules: B**

**RESOLUTION NO. 2024 - ___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS, AND EMPLOYEES OF THE CITY OF WILDOMAR**

**RECITALS**

**WHEREAS**, the Political Reform Act of 1974, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict interest codes; and

**WHEREAS**, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code; and

**WHEREAS**, the City adopted Regulation 18730 as its conflict of interest code on August 27, 2008; and

**WHEREAS**, the Political Reform Act requires every local government agency to review its conflict of interest code biennially and file the biennial notice with the City Council;

**WHEREAS**, the biennial notice determined that the City Council needs to amend the City of Wildomar's Conflict of Interest Code to include the agency's new positions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wildomar as follows:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Exhibit A, in which officials, boards and commission members and employees are designated, and Exhibit B in which disclosure categories are set forth, constitute the conflict of interest code of the City of Wildomar.

2. Upon receipt of statements of the Members of the City Council, Planning Commission, City Manager, City Attorney, and City Treasurer, the City Clerk shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Designated employees shall file statements of economic interests with the City Clerk. All statements of economic interests will be made available for public inspection and reproduction, upon request, pursuant to Government Code 81008.

3. Resolution No. 2023-62 is hereby repealed.

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

_____
Bridgette Moore
Mayor

**APPROVED AS TO FORM:**

_____
Thomas D. Jex
City Attorney

**ATTEST:**

_____
Janet Morales, CMC
City Clerk

**EXHIBIT A**

**DESIGNATED EMPLOYEES**

| **Position** | **Disclosure Category** |
|---|---|
| Administrative Services Director | 1 |
| ~~Assistant City Attorney~~ | ~~1~~ |
| Assistant City Manager | 1 |
| Assistant to the City Manager | 1 |
| Building Inspection Supervisor | 1 |
| Chief Building Official | 1 |
| City Clerk | 1 |
| City Engineer | 1 |
| Code Enforcement Manager | 1 |
| Code Enforcement Supervisor | 1 |
| Community Development Director | 1 |
| Community Services Director | 1 |
| Community Services Manager | 1 |
| Deputy City Manager | 1 |
| Economic Development Director | 1 |
| Engineering Division Manager | 1 |
| Facilities Contract Specialist | 1 |
| Field Supervisor | 1 |
| Finance Manager | 1 |
| Human Resources and Risk Manager | 1 |
| Maintenance Manager | 1 |
| Public Works Director | 1 |
| Principal Engineer | 1 |
| Principal Engineer/City Engineer | 1 |
| Public Works Director | 1 |
| Public Works Director/City Engineer | 1 |
| Senior Engineer | 1 |
| Senior Planner | 1 |
| Candidates for Council | 1 |
| Measure AA Committee Members | 1 |
| Measure Z Committee Members | 1 |
| *Consultants | 1-3 as applicable |

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*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission (by way of the City Clerk) under Section 872000, and therefore, are listed for informational purposes only:**

City Councilmembers
City Attorney
City Manager
City Treasurer
City Planning Commissioners

**EXHIBIT B**

**DISCLOSURE CATEGORIES**

All disclosure definitions are contained in the Political Reform Act.

All designated employees shall make disclosure in the following category:

**1. Full Disclosure:** All investments and business positions in business entities, sources of income including gifts, loans, and travel payments, and interests in real property.

**Form 700 Schedules: All Schedules (A through E)**

**2. Income:** All sources of income including gifts, loans, and travel payments, unless otherwise exempt from disclosure by the Political Reform Act.

**Form 700 Schedules: C, D, E**

**3. Real Property:** All interests in real property located within the City.

**Form 700 Schedules: B**

## RESOLUTION NO. 2023 - 62

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE CITY OF WILDOMAR**

### RECITALS

**WHEREAS**, the Political Reform Act of 1974, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict interest codes; and

**WHEREAS**, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code; and

**WHEREAS**, the City has adopted Regulation 18730 as its conflict of interest code on August 27, 2008; and

**WHEREAS**, such terms can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wildomar as follows:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Exhibit A, in which officials, boards and commission members and employees are designated, and Exhibit B in which disclosure categories are set forth, constitute the conflict of interest code of the City of Wildomar.

2. Upon receipt of statements of the Members of the City Council, Planning Commission, City Manager, City Attorney and City Treasurer, the City Clerk shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Designated employees shall file statements of economic interests with the City Clerk. All statements of economic interests will be made available for public inspection and reproduction, upon request, pursuant to Government Code 81008.

3. Resolution No. 2022-62 is hereby repealed.

**PASSED, APPROVED, AND ADOPTED** this 11th day of October, 2023.

Joseph Morabito
Mayor

**APPROVED AS TO FORM:**

Thomas D. Jex
City Attorney

**ATTEST:**

Janet Morales, CMC
City Clerk



## EXHIBIT A

## DESIGNATED EMPLOYEES

| Position Category | Disclosure |
|---|---|
| Administrative Services Director | 1 |
| Assistant City Attorney | 1 |
| Assistant City Manager | 1 |
| Assistant to the City Manager | 1 |
| Chief Building Official | 1 |
| City Clerk | 1 |
| City Engineer | 1 |
| Code Enforcement Manager | 1 |
| Community Development Director | 1 |
| Community Services Director | 1 |
| Community Services Manager | 1 |
| Deputy City Manager | 1 |
| Economic Development Director | 1 |
| Finance Manager | 1 |
| Human Resources and Risk Manager | 1 |
| Principal Engineer | 1 |
| Public Works Director | 1 |
| Candidates for Council | 1 |
| Measure AA Committee Members | 1 |
| Measure Z Committee Members | 1 |
| *Consultants | 1-3 as applicable |

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements.
The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission (by way of the City Clerk) under Section 872000, and therefore, are listed for informational purposes only:**

City Councilmembers
City Attorney
City Manager
City Treasurer
City Planning Commissioners

## EXHIBIT B

## DISCLOSURE CATEGORIES

All disclosure definitions are contained in the Political Reform Act.

All designated employees shall make disclosure in the following category:

1. **Full Disclosure:** All investments and business positions in business entities, sources of income including gifts, loans and travel payments, and interests in real property.

**Form 700 Schedules: All Schedules (A through E)**

2. **Income:** All sources of income including gifts, loans, and travel payments, unless otherwise exempt from disclosure by the Political Reform Act.

**Form 700 Schedules: C, D, E**

3. **Real Property:** All interests in real property located within the City.

**Form 700 Schedules: B**

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )
CITY OF WILDOMAR )

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2023 – 62 was duly adopted at a regular meeting held on October 11, 2023, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Marquez, Nigg, Mayor Pro Tem Moore, Mayor Morabito

NOES: None

ABSTAIN: None

ABSENT: DePhillippo

Janet Morales, CMC
City Clerk
City of Wildomar



**SUBJECT:** 2024 Holiday Home Decoration Contests

**SUBMITTED BY:** Daniel Torres, Community Services Director

**ACTION:**
Receive and file the kick off of the 2024 Home Decoration Contest.

**SUMMARY:**
The Community Services Department provides Wildomar Residents the opportunity to engage in various programs and events. Wildomar Residents can participate in home decorating contests for both the Halloween and Christmas Holiday seasons.

**DISCUSSION:**
The Community Services Department will be conducting the Spooktacular and Holiday Home Decoration Contest for the 2024 calendar year. The contests are open to all Wildomar Residents. Residents are able to sign up on the City of Wildomar website starting Monday, September 2, 2024. Both home decorating contests will have different decorating categories that residents can choose from to compete for recognition. Staff will create the criteria to judge these entries.

The Community Services Department will invite the winners of the Spooktacular Home Decorating Contest to be recognized at the Fall Family Fun Fair. Recognition of the winners for the Holiday Home Decorating Contest will be invited to the December City Council Meeting. Contest winners will receive a yard sign and all contestants will be added to a map sharing the locations of the decorated homes throughout Wildomar.

**FISCAL IMPACT:**
The main expenses incurred from conducting these community contests will be from the reproduction of yard signs for the winners of each category. The Community Services Department is anticipating 8 winners total from both contest with each sign estimated at $35.00 for a grand total of $280.

**ACCOUNT CODE:**
100-410-4610-52016

**SUBJECT:** National Clean Up Day Event MOU with Wildomar Community & Parks Foundation

**SUBMITTED BY:** Daniel Torres, Community Services Director

**ACTION:**
1. Authorize the City Manager to sign the MOU with the foundation dependent that the foundation fulfills all requirements;

2. Waive fees associated with the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

**SUMMARY:**
The Wildomar Community and Parks Foundation has applied for a Temporary Event Permit to conduct a clean up event on September 21, 2024, in recognition of National Clean Up Day. The non-profit organization desires to partner with the City for the event under the Community Event Policy.

**BACKGROUND:**
The City has coordinated with non-profit organizations, community groups, and local agencies to provide events and activities within the city. These partnerships are handled on a case by case basis. The Wildomar Community and Parks Foundation has successfully conducted similar events within the past year.

**DISCUSSION:**
The Foundation has submitted a Temporary Event Permit Application stating that the event will focus on providing landscape maintenance to right of way along several arterial roads within the City limits. The foundation has requested for the City's partnership on this event. The Wildomar Community and Parks Foundation is subject to fulfilling all Temporary Event Permit requirements, indemnifying the City, and providing the required insurance coverage.

The extent of the potential City partnership would provide the foundation with CMS boards along sections where clean-up activities are taking place, provide a location for the temporary storage of a 40-yard dumpster for debris accumulated from the event, assist with marketing the event, and the waiving of the Temporary Event Permit Application Fee.

**FISCAL IMPACT:**
Fiscal impact related to this event partnership would be the cost of $800.00 for additional CMS boards to assist in notifying ongoing traffic of the event. The waiver of the $150.00 Temporary Event Permit Application fee would not be collected.

**ACCOUNT CODE:**

100-410-4610-56015

**ATTACHMENTS:**
MOU National Cleanup Day 9-21-24.pdf
Temporary Event Application Form_National Clean Up Day_09.21.2024[208956].pdf

# Attachment A

# MEMORANDUM OF UNDERSTANDING

# WILDOMAR COMMUNITY AND PARKS FOUNDATION

# COMMUNITY EVENT PARTNERSHIP

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

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

RECITALS

A. Foundation is a nonprofit organization with the goal to improve the quality of life within Wildomar by providing clean-up services.

B. Foundation desires to conduct a clean-up event on September 21, 2024 that focuses efforts on city right of way along several arterial roads (Event).

C. City desires to partner in the Event and provide hosting assistance to the Foundation to conduct the Event, as the Foundation provides a benefit to the community and the Event assist to improve the quality of life within the community.

D. The purpose and intent of this MOU is to set forth the mutual understanding of the Parties regarding the City's partnership of the Event and hosting assistance to be provided.

OPERATIVE PROVISIONS

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

## 1.0 PARTNERSHIP AND MARKETING

**1.1** City will partner in the Event on September 21, 2024, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on September 21, 2024, the City shall incur no obligation to commit the partnership toward a future Event.

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

## 2.0 ALLOCATION OF PARTNERSHIP BENEFITS

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

**2.2**

## 3.0 PERMITS AND APPROVALS

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

## 4.0 GENERAL PROVISIONS

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

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

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

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

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

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

CITY OF WILDOMAR

Daniel A. York
City Manager

ATTEST:

Janet Morales
City Clerk

APPROVED AS TO FORM

Thomas Jex
City Attorney

WILDOMAR COMMUNITY AND PARKS FOUNDATION

Bridgette Moore

By: Bridgette Moore
Its: President

By:
Its:

# CITY OF WILDOMAR
# TEMPORARY EVENT APPLICATION & PERMIT PACKET

## Conducting a Temporary Event in the City of Wildomar

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

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

# City of Wildomar

## Temporary Event Application & Permit

## 1. PERMIT NUMBER

Permit Number: _____ Date of Application: 7/20/2024

## 2. DESCRIPTION

Name of Event: National Clean Up Day

Date of Event: 9/21/2024 Time of Event: 7:00am - 10:00am

**Estimated attendance:** 100

**Type of Event:**

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

**Detailed Description of the Event:**

Wildomar Beautification Volunteers event on National Clean Up Day. The focus this year will be on main arterials: Grand Ave, Mission Trial and Wildomar Trail.

The event will be staged at the Elks Lodge overflow parking lot. 21190 Waite Street Wildomar CA 92595

The staging of the 40 yard trash bin will be located at the city's 11 acre parcel next to David A Brown.

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

## 3. CONTACTS

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

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

☒ **Yes** ☐ **No**

If yes, please attach the following:

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

**Name of Applicant:** Wildomar Community & Parks Foundation

**Address:** [redacted]

**City:** [redacted] **State:** [redacted] **Zip Code:** [redacted]

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

**Email:** [redacted]

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

**Name of Property Owner:** City of Wildomar

**Address:** 23873 Clinton Keith Road

**City:** Wildomar **State:** CA **Zip Code:** 92595

**Phone:** 951-677-7751 **Cell:**

**Email:**

## 4. ON SITE CONTACT

**Name of On Site Contact:** Bridgette Moore

**Address:** [redacted]

**City:** [redacted] **State:** [redacted] **Zip Code** [redacted]

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

**Email:** [redacted]

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

## 5. LOCATION

Address of Property and Location Description:

Address: Mission Trail - Corydon to Malaga, Grand Ave- Corydon to Clinton Keith,Wildomar Trail - Grand Ave to Clinton Keith

City Wildomar State: CA

Zip Code: 92595

## 6. SITE PLAN

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

The Following shall be included on the site plan:

Name, address and phone number of applicant and owner

Vicinity map

Existing Business(es) on site

Location of pedestrian walkways

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

Identify source of electrical supply (if applicable)

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

Total Anticipated Attendance: 100 Daily Attendance: 100

Times: To

Streets Closed: Setup Begins: 7:00am

Event Begins: 8:00am Event Ends: 10:00am

Cleanup Ends: 11:00am 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:** _____ **Contact Name:** _____

**Address:** _____

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

**Phone:** _____ **Cell:** _____

**Email:** _____

# 8. TRAFFIC PLAN

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

☐**Yes** ■ **No**

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

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

_____

At what intersections will the above street be closed? _____

_____

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

■**Yes** ☐ **No**

Please give details: Cones around areas of work. CMS Boards alerting vehicles of the event.

_____

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): 68

# 9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

☐**Yes** ■ **No**

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

☐**Yes** ■ **No**

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

☐**Yes** ■ **No**

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

☐**Yes** ■ **No**

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

☐**Yes** ■ **No**

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

# 10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

☐**Yes** ■ **No**

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

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

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

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

# 11. FOOD SERVICE

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

☐**Yes** ■ **No**

Will the event be professionally catered?

☐**Yes** ■ **No**

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

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

**Address:**_____

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

**Phone:**_____ **Cell:**_____

**Email:** _____

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

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

# 12. ANIMALS

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

☐**Yes** ■ **No**

# 13. MEDICAL PLAN

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

☐**Yes** ■ **No**

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

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

**Address:** _____

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

**Phone:** _____ **Cell:** _____

**Email:** _____

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

## 14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

☐**Yes** ■ **No**

Will the event have live music?

☐**Yes** ■ **No**

Will the event have mechanical noise?

■**Yes** ☐ **No**

## 15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

Elks Lodge

_____

_____

(Male) Number of Toilets: 2 Urinals: 2 ADA:

(Female) Number of Toilets: 4 ADA: 1

(Combined Male/Female) Number of Toilets: 6 ADA: 2

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

# 16. CLEAN UP

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

All volunteers will clean up after the event.

Who is the person responsible for clean up?

**Contact Name:** Bridgette Moore

**Address:** [redacted]

**City:** [redacted] **State:** [redacted] **Zip Code:** [redacted]

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

**Email:** [redacted]

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

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

# 17. ADDITIONAL INFORMATION

# 18. AGREEMENT OF APPLICANT (REQUIRED)

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

   ☐ **Yes** ☐ **No**

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

   ■ **Yes** ☐ **No**

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

   ■ **Yes** ☐ **No**

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

   ■ **Yes** ☐ **No**

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

   ■ **Yes** ☐ **No**

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

   ■ **Yes** ☐ **No**

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

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

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

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

Bridgette Moore Digitally signed by Bridgette Moore Date: 2024.08.06 10:19:44 -07'00' _____ 8/06/2024 _____

Signature of Applicant Date

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

| | 8/06/2024 |
|---|---|
| Signature of Property Owner | Date |

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

## 19. INSURANCE/ INDEMNIFICATION AGREEMENT (REQUIRED)

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

National Clean Up Day
(name of event)

On Saturday, September 21, 2024
(date of event)

The Wildomar Community & Parks Foundation
(name of organization)

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

Dated: 8/06/2024

Signature: Bridgette Moore Digitally signed by Bridgette Moore Date: 2024.08.06 10:21:22 -07'00'

Printed Name: Bridgette Moore

Title: President

## 20. Temporary Event Application Permit Checklist:

Please check off all documents attached:

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

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

☐

Applicant's Signature: Bridgette Moore Digitally signed by Bridgette Moore Date: 2024.08.06 10:21:22 -07'00' Date: 8/06/2024

# Scope of Work




Major Street Labels

City Boundary

1:55,890

0 0.4 0.8 1.6 mi

0 0.5 1 2 km

Copyright nearmap 2015

# Elks Lodge Overflow Parking Lot




Parcels Labels
Parcels
Streets Labels
Streets
City Boundary

1:2,608

0 0.02 0.04 0.07 mi
0 0.03 0.06 0.11 km

Copyright nearmap 2015

# City Owned 11 Acre Parcel




Parcels Labels
Parcels
Streets Labels
Streets
City Boundary

1:5,153

0 0.04 0.07 0.14 mi
0 0.05 0.1 0.2 km

Copyright nearmap 2015

**SUBJECT:** Purchase of City Vehicles

**SUBMITTED BY:** Adam Jantz, Finance Manager

**PREPARED BY:** Adam Jantz, Finance Manager

**ACTION:**
1.) Approve the purchase of three Ford F-150 4WD pickup truck vehicles under California State Contract 1-22-23-20F

2.) Approve the purchase of one Ford T-150 cargo van under California State Contract 1-22-23-23F

3.) Approve the following supplemental appropriations totaling $197,200 to cover the cost of purchasing the vehicles and making necessary improvements:

$45,200 in 100-430-4310-58130
$48,300 in 100-430-4350-58130
$49,300 in 100-410-4610-58130
$27,200 in 120-450-4500-58130
$27,200 in 200-450-4500-58130

**SUMMARY:**
Approve the Purchase of Four City Vehicles

**BACKGROUND:**
In July 2021, the City entered into an agreement with Enterprise Fleet Management under a Sourcewell contract. At the time, there was a minimum requirement of 7 vehicles to become a customer.

This worked well for the City at the time as staffing was still a majority of contract employees who provided their own company vehicles. However, over the last 6 months, the City has on-boarded 15 staff including multiple inspectors. As some of these positions require driving throughout the City on rough roads and construction zones which may contain hazards, it is not advised to have employees use their own vehicles. This necessitates that the City expand its current fleet of vehicles. However, when the City approached Enterprise about adding additional vehicles to the lease, it was informed that the new minimum to be a Fleet client was now 15, which would require the City to lease an additional 8 vehicles. This was determined to be significantly more vehicles than needed by the City at this time and so additional options for acquisition were pursued.

**DISCUSSION:**
In evaluating the City's option for acquiring vehicles, it was found that the City's 2021

Enterprise agreement is lower than most other leasing options in 2024. Establishing a new lease-purchase agreement with another company would result in paying significantly over MSRP for each vehicle. It was therefore determined that purchasing the vehicles outright would be less expensive than lease-purchase overall.

When searching for various avenues for acquiring vehicles, the City chose the option of utilizing California State Department of Government Services contracts. This will allow the City to piggyback on an existing contract, rather than conducting an individual RFP, which would take at least 3 months to complete with no guarantee of the winning bids being less expensive.

The contracts used are from Downtown Sacramento Ford and are for remaining 2023 stock. This has the advantage of them being available for delivery immediately. The average cost of the vehicles (Including delivery and sales tax) without improvements averages $4,493 less the current cost to acquire the leased Enterprise vehicles. The F-150 trucks are also four-wheel drive, which will be beneficial as the City currently has no four-wheel drive vehicles. Incorporated into the proposed adjustments are $5,000 per vehicle for the addition of amber lights and decals per our vehicle usage policy.

After discussing with the departments, it was determined that four vehicles are needed as soon as possible. The vehicles needed are an additional Code Enforcement truck, a Building Inspector truck, a Field Supervisor vehicle, and a special events van. One of the current vehicles used by Building is a pool vehicle, and once a 4WD F-150 is purchased it will return to being a pool vehicle.

**FISCAL IMPACT:**
A supplemental appropriation of $197,200 from Fund Balance will be made.

**ACCOUNT CODE:**
$45,200 in 100-430-4310-58130
$48,300 in 100-430-4350-58130
$49,300 in 100-410-4610-58130
$27,200 in 120-450-4500-58130
$27,200 in 200-450-4500-58130

**ATTACHMENTS:**
Vehicle Quotes.pdf
Wildomar Vehicle Presentation_8-14-2024.pdf

DOWNTOWN Ford SACRAMENTO

**ASW-071924-1020**

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

# QUOTE

**Customer**

| | |
|---|---|
| Name | ART VILLA - CITY OF WILDOMAR |
| Address | 23873 CLINTON KEITH RD, STE 110 |
| City | WILDOMAR State CA Zip 92595 |
| Phone | 951-677-7751 EXT 218 |

| | |
|---|---|
| DATE | 7/19/2024 |
| SALES REP | AARON |
| PHONE | 916-929-0577 |
| FOB | SACRAMENTO |

| Qty | Description | Unit Price | TOTAL |
|---|---|---|---|
| 1 | **2023 FORD F150 CREWCAB PICKUP 4X4**<br>STATE OF CALIFORNIA CONTRACT: 1-22-23-20F<br>CLIN: 27<br>VIN: 1FTEW1EB9PKF83493<br>**EXTERIOR COLOR: WHITE** | $35,955.00 | $35,955.00 |
| OPTIONS | **PRICING BELOW SUBJECT TO CHANGE** | | |
| 1 | DOC FEE | $85.00 | $85.00 |
| | SALES TAX CALCULATED AT: 8.750%<br>BASED ON REGISTRATION ADDRESS | | |

| | |
|---|---|
| SubTotal | $36,040.00 |
| DELIVERY | $1,000.00 |
| SALES TAX | $3,153.50 |
| CA Tire Tax | $8.75 |
| **TOTAL** | $40,202.25 |

**Payment Details**

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

**$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

*SIGNATURE* *DATE*

DOWNTOWN Ford SACRAMENTO

**ASW-071924-1000**

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

# QUOTE

**Customer**

| | |
|---|---|
| Name | ART VILLA - CITY OF WILDOMAR |
| Address | 23873 CLINTON KEITH RD, STE 110 |
| City | WILDOMAR State CA Zip 92595 |
| Phone | 951-677-7751 EXT 218 |

| | |
|---|---|
| DATE | 7/19/2024 |
| SALES REP | AARON |
| PHONE | 916-929-0577 |
| FOB | SACRAMENTO |

| Qty | Description | Unit Price | TOTAL |
|---|---|---|---|
| 1 | **2023 FORD F150 CREWCAB PICKUP 4X4** | $35,955.00 | $35,955.00 |
| | STATE OF CALIFORNIA CONTRACT: 1-22-23-20F | | |
| | CLIN: 27 | | |
| | VIN: 1FTEW1EB4PKF72417 | | |
| | **EXTERIOR COLOR: WHITE** | | |
| OPTIONS | | | |
| | **PRICING BELOW SUBJECT TO CHANGE** | | |
| 1 | CS - CLOTH SEATING | $296.00 | $296.00 |
| 1 | 18B - BLACK PLATFORM RUNNING BOARDS | $250.00 | $250.00 |
| 1 | 53A/67T - TRAILER TOW PACK W/ INT BRAKE CONT | $1,326.00 | $1,326.00 |
| 1 | 595 - FOG LAMPS | $141.00 | $141.00 |
| 1 | 85H - BACKUP ALARM | $145.00 | $145.00 |
| 1 | 942 - DAYTIME RUNNING LIGHTS | $45.00 | $45.00 |
| 1 | 96W - SPRAY-IN BEDLINER | $595.00 | $595.00 |
| 1 | DOC FEE | $85.00 | $85.00 |
| | SALES TAX CALCULATED AT: 8.750% | | |
| | BASED ON REGISTRATION ADDRESS | | |
| | | SubTotal | $38,838.00 |
| | | DELIVERY | $1,000.00 |
| | | SALES TAX | $3,398.33 |
| | | CA Tire Tax | $8.75 |
| | | **TOTAL** | $43,245.08 |

**Payment Details**

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

**$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

*SIGNATURE* *DATE*

**DOWNTOWN Ford SACRAMENTO** **ASW-071924-0940**

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

# QUOTE

**Customer**

| | |
|---|---|
| Name | ART VILLA - CITY OF WILDOMAR |
| Address | 23873 CLINTON KEITH RD, STE 110 |
| City | WILDOMAR State CA Zip 92595 |
| Phone | 951-677-7751 EXT 218 |

| | |
|---|---|
| DATE | 7/19/2024 |
| SALES REP | AARON |
| PHONE | 916-929-0577 |
| FOB | SACRAMENTO |

| Qty | Description | Unit Price | TOTAL |
|---|---|---|---|
| 1 | **2023 FORD F150 CREWCAB PICKUP 4X4** | $35,955.00 | $35,955.00 |
| | STATE OF CALIFORNIA CONTRACT: 1-22-23-20F | | |
| | CLIN: 27 | | |
| | VIN: 1FTEW1E82PKG05293 | | |
| | **EXTERIOR COLOR: WHITE** | | |
| OPTIONS | | | |
| | **PRICING BELOW SUBJECT TO CHANGE** | | |
| 1 | 998 - UPGRADE TO 3.5L V6 ECOBOOST | $2,735.00 | $2,735.00 |
| 1 | T7C - ALL-TERRAIN TIRES | $296.00 | $296.00 |
| 1 | XL3 - 3.31 ELECTRONIC LOCKING RR AXLE | $420.00 | $420.00 |
| 1 | 168 - COLOR-COORDINATED CARPET | $145.00 | $145.00 |
| 1 | 413 - SKID PLATES | $160.00 | $160.00 |
| 1 | 47W - LINER TRAY STYLE - NO CARPET MAT | $160.00 | $160.00 |
| 1 | 471 - ONBOARD 400W OUTLET | $341.00 | $341.00 |
| 1 | 524 - SYNC 4 W/ ENHANCED VOICE RECOGNITION | $751.00 | $751.00 |
| 1 | 53A/67T - TRAILER TOW PACK W/ INT BRAKE CONT | $1,326.00 | $1,326.00 |
| 1 | 655 - EXTENDED RANGE 36GAL FUEL TANK | $445.00 | $445.00 |
| 1 | 90P - ALUMINUM TOOLBOX BRIGHT | $950.00 | $950.00 |
| 1 | 96W - SPRAY-IN BEDLINER | $595.00 | $595.00 |
| 1 | DOC FEE | $85.00 | $85.00 |
| | SALES TAX CALCULATED AT: 8.750% | | |
| | BASED ON REGISTRATION ADDRESS | | |

| | |
|---|---|
| SubTotal | $44,364.00 |
| DELIVERY | $1,000.00 |
| SALES TAX | $3,881.85 |
| CA Tire Tax | $8.75 |
| **TOTAL** | $49,254.60 |

**Payment Details**

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

**$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

*SIGNATURE* *DATE*

DOWNTOWN Ford SACRAMENTO

**ASW-071924-0920**

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

# QUOTE

**Customer**

| | |
|---|---|
| Name | ART VILLA - CITY OF WILDOMAR |
| Address | 23873 CLINTON KEITH RD, STE 110 |
| City | WILDOMAR State CA Zip 92595 |
| Phone | 951-677-7751 EXT 218 |

| | |
|---|---|
| DATE | 7/19/2024 |
| SALES REP | AARON |
| PHONE | 916-929-0577 |
| FOB | SACRAMENTO |

| Qty | Description | Unit Price | TOTAL |
|---|---|---|---|
| 1 | **2023 FORD TRANSIT T-150 LOW ROOF CARGO VAN** | $33,310.00 | $33,310.00 |
| | STATE OF CALIFORNIA CONTRACT: 1-22-23-23F | | |
| | CLIN: 32 | | |
| | VIN: 1FTYE1C83PKB43462 | | |
| | **EXTERIOR COLOR: WHITE** | | |
| OPTIONS | | | |
| | **PRICING BELOW SUBJECT TO CHANGE** | | |
| 1 | E1C - CHANGE TO T150 MEDIUM ROOF 148" WB | $4,351.00 | $4,351.00 |
| 1 | 43B - BACKUP ALARM | $150.00 | $150.00 |
| 1 | 53B - HD TRAILER TOW PACKAGE | $486.00 | $486.00 |
| 1 | 68H - RUNNING BOARDS | $310.00 | $310.00 |
| 1 | 90D - POWER OUTLET (110V/400W) | $476.00 | $476.00 |
| 2 | 86F - EXTRA KEY W/ KEY FOB | $299.00 | $598.00 |
| 1 | DOC FEE | $85.00 | $85.00 |
| | SALES TAX CALCULATED AT: 8.750% | | |
| | BASED ON REGISTRATION ADDRESS | | |

| | |
|---|---|
| SubTotal | $39,766.00 |
| DELIVERY | $1,000.00 |
| SALES TAX | $3,479.53 |
| CA Tire Tax | $8.75 |
| **TOTAL** | $44,254.28 |

**Payment Details**

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

**$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

*SIGNATURE* *DATE*



# Wildomar Fleet Purchase

August 14th, 2024
Adam Jantz, Finance Manager

# Currently Vehicle Utilization
# Leasing Five F-150s & Two Explorers

| Department | Vehicle |
|---|---|
| Building & Safety | F-150 |
| Code Enforcement | Explorer |
| Code Enforcement | F-150 |
| Pool Vehicle (Temporarily Used by Building & Safety) | F-150 |
| Fire Department | F-150 |
| Public Works | F-150 |
| Community Services Cemetery/Landscaping | Explorer |

- **If City Purchases Them at End of Lease, it will Cost an Average of $48,732 per Vehicle Over Life of Lease**

- **Why Purchase?**
- **State DGS Contract:**
  - Piggyback on Existing State Government Contracts-No RFP Needed
  - Less Expensive than Leasing
  - 2023 Vehicles Already in Stock
  - 4WD in Stock
  - Freedom to Make as Many Improvements as Needed



# Purchase Proposal

| Department | Vehicle | Total Budget Adjustment (Includes Improvements) |
|---|---|---|
| Building | F-150 4WD | $45,200 |
| Code Enforcement | F-150 4WD | $48,300 |
| Community Services-Special Events | T-150 Van | $49,300 |
| Public Works-Road Maintenance | F-150 4WD | $54,400 |
| Average Price-Vehicle Only: | $44,239 | |

- **Average $4,493 Less Per Vehicle than Current EFM Lease**
- **One of the Current Leased Vehicles for Building will Go Back to a Pool Vehicle Once a 4WD F-150 is Purchased**

**SUBJECT:** League of California Cities Annual General Business Meeting Voting Delegate and Alternate(s)

**SUBMITTED BY:** Janet Morales, City Clerk

**PREPARED BY:** Janet Morales, City Clerk

**ACTION:**
Ratify Council Member Morabito as the Voting Delegate and Mayor Moore as one alternate and consider appointing one other Council Member as another alternate for the League of California Cities Annual General Business Meeting.

**SUMMARY:**
Annually, the City Council ratifies appointments to serve as voting members and alternates for the League of California Cities Annual Business Meeting in which the League membership considers and takes action on resolutions that establish League policy.

**BACKGROUND:**
The City of Wildomar is a member of the League of California Cities whose mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians. The League of California Cities holds an annual conference every year. This year, it will be held in Long Beach from October 16 - October 19, 2024. On the last day of the conference, the annual General Business Meeting is held in which each city will have a voting delegate representing their city to help establish League policy.

**DISCUSSION:**
Last December, during the annual appointments to the various Boards, Committees, and Commissions, the City Council appointed Council Member Morabito as the voting delegate and Mayor Moore as the alternate. It is required that the Council ratify the voting delegate and alternate and consider appointing a second alternate. The final designation of voting delegates and alternates is due back to the League by September 25, 2024.

**FISCAL IMPACT:**
No Fiscal Impact.

**ATTACHMENTS:**
1. 2024 Cal Cities Voting Delegate Information Packet

LEAGUE OF CALIFORNIA CITIES

**Council Action Advised by September 25, 2024**

**DATE: Wednesday, July 10, 2024**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**
**League of California Cities Annual Conference and Expo, Oct. 16-18, 2024**
**Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

# General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

# How it works: Cal Cities Resolutions and the General Assembly

**Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.**

**The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.**

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



For more information visit www.calcities.org/general-assembly

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**FUTURE AGENDA ITEMS**

**Meeting Date: August 14, 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: August 14, 2024**

**SUBJECT:** May 8, 2024 - City Council/Cemetery District Regular Minutes

**SUBMITTED BY:** Janet Morales, City Clerk

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

**ATTACHMENTS:**
1. 05-08-2024 Minutes.pdf

**MINUTES**
**CITY OF WILDOMAR**
**CITY COUNCIL/CEMETERY DISTRICT**
**WEDNESDAY, MAY 8, 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 6:02 p.m.

## ROLL CALL

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

**Members absent:** Ashlee DePhillippo

Councilmember Nigg arrived at 6:06 p.m.

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

## FLAG SALUTE

The flag salute was led by Councilmember Morabito

## PRESENTATIONS

None.

## DEPARTMENT REPORTS

**Fire Department Quarterly Update - January - March 2024**

**Police Department Quarterly Update - January - March 2024**

**Wildomar Library Quarterly Update - January - March 2024**

**General Plan Update Progress Report #23**

**PUBLIC COMMENTS**

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

1. David Molina, resident
2. Jenny Molina, resident
3. Shirley Renk, resident
4. Andy Morris, Elsinore Valley Municipal Water District
5. Rosalba Valdovinos, resident

**COUNCIL COMMUNICATIONS**

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

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

**APPROVAL OF THE AGENDA AS PRESENTED**

City Manager York requested that Agenda Item # 3.1 be pulled from the agenda.

Moved by Dustin Nigg; seconded by Carlos Marquez to approve Approve the agenda as amended.

Motion Approved: 4 - 0

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

**1) CONSENT CALENDAR**

Public Works Director Farag requested that the City Council approve an amended Resolution for Agenda Item #1.13 with the corrected Public Hearing Date of June 12, 2024.

Moved by Dustin Nigg; seconded by Carlos Marquez to approve the Consent Calendar as amended.

Motion Approved: 4 - 0

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

Voting Against: None
Abstain: None
Absent: Ashlee DePhillippo

1.1) February 14, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

1.2) April 2024 Warrant Register

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 04-04-2024 in the amount of $234,351.69
2. Warrant Register dated 04-11-2024 in the amount of $303,182.78
3. Warrant Register(s) dated 04-18-2024 in the amount of $779,833.23
4. Warrant Register dated 04-25-2024 in the amount of $114,273.73
5. Wire Transfer Register dated 04-30-2024 in the amount of $24,701.07
6. Payroll Register dated 05-01-2024 in the amount of $235,829.95

1.3) March 2024 City Treasurer's Report

Approved the Treasurer's Report for March 2024.

1.4) 2nd Reading of Ordinance No. 241 for the Adoption of the Unlawful Possession of Catalytic Converter Ordinance

Adopted 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

1.5) FY 2024-25 List of Projects for the SB1: Road Repair and Accountability Act of 2017

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 19**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

1.6) Notice of Intent to Hold a Public Hearing for Levying Parcels with Unpaid Charges for Trash Collection Services

Provided a Notice of Intent to hold a Public Hearing on June 12th, 2024, for placing levies on parcels with unpaid charges on trash collection services.

1.7) Acceptance of FY2022-23 Annual Comprehensive Financial Report

Received and filed the FY2022-23 Annual Comprehensive Financial Report.

1.8) Developer Impact Fee (DIF) Credit and Reimbursement Agreements with Beazer Homes Holding for Tract No. 31667 (Boulder Creek)

Authorized the City Manager to execute the DIF Credit and Reimbursement Agreements between the City of Wildomar and Beazer Homes Holdings, a Delaware limited liability company.

1.9) Road Maintenance and Rehab Project and Slurry Seal Project Notice of Completion (CIP 057-2/058-2)

1. Adopted a Resolution entitled:

**RESOULTION NO. 2024 - 20**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE ROAD MAINTENANCE AND REHABILITATION PROJECT (CIP 057-2) AND SLURRY SEAL PROJECT (CIP 058-2) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

2. Authorized staff to prepare and file a notice of completion with the Riverside County Recorder for the Road Rehab and Maintenance Project and Slurry Seal Project (CIP 057-2, 058-2) within 30 days.

1.10) Adoption of 2024 Annual Investment Policy

Adopted a Resolution entitled:

**RESOLUTION 2024 - 21**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A STATEMENT OF INVESTMENT POLICY

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

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

1.12) Landscaping and Lighting Maintenance District No. 89-1-Consolidated: Initiating Proceeding for Levy and Collection of Assessments

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 22**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR ALL ZONES OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

1.13) County Service Areas Notice of Intent to Establish Charges for FY 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 23**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SETTING THE PUBLIC HEARING TO ESTABLISH SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2024-25

1.14) Bundy Super Storage Project - Tri-Party Consultant Services Agreement (PA 20-0031)

1. Authorized the City Manager to execute a Tri-Party Consultant Services Agreement between the City of Wildomar, Herwood Building Supplies, a California Corporation and PlaceWorks, Inc. for the preparation of the required Mitigated Negative Declaration (MND) for the Bundy Super Storage Project; and

2. Authorized the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc., Inc. for the preparation of a Mitigated Negative Declaration (MND) for the Bundy Super Storage Project.

1.15) First Amendment with Placeworks, Inc. for Additional Biological Resources Services for the 27-Acre Park Project (CIP 062-1)

Authorized the City Manager to execute the First Amendment with Placeworks, Inc. to complete additional biological resources services for the 27-Acre Park Project.

1.16) Landscaping and Lighting Maintenance District No. 89-1-Consolidated: Approval of Engineer's Report and Intention to Levy

1. Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 24**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE ANNUAL ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR ALL ZONES OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, FISCAL YEAR 2024-25

2. Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 25**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR ALL ZONES OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, FISCAL YEAR 2024-25

1.17) Amendment to Water License Agreement with CAFH Order at Wildomar, Inc.

Approved and authorized the City Manager to sign the Amendment to Water License Agreement with CAFH Order at Wildomar, Inc. and related Certificate of Acceptance

**2) PUBLIC HEARINGS**

2.1) Public Hearing for Annexation No. 10, (Faith Bible Church, LLA 2020-008) Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 10

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

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

**RESOLUTION NO. 2024 - 26**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 10)

Motion Approved: 4 - 0

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

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

**RESOLUTION NO. 2024 - 27**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 10

Motion Approved: 4 - 0

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

2.2) Development Impact Fees for Places of Worship

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

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

**RESOLUTION NO. 2024 - 28**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING DEVELOPMENT IMPACT FEES APPLICABLE TO THE LAND USE SUBCATEGORY OF PLACES OF WORSHIP

Motion Approved: 4 - 0

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

**3) GENERAL BUSINESS**

3.1) Budget Workshop - Discussion of One Time Funding for General Fund Reserve, 27 Acre Park Improvements, 20 Acre Park Improvements, City Hall Tenant Improvements, and New Fire Station Property Purchase, and Enhancement of Rural Roadways

Administrative Services Director Schrader presented the staff report.

The following individuals provided public comment:

1. Jennifer Pagan, resident, in favor of Enhancing Rural Roadways
2. David Molina, resident
3. Nicole Sands, resident
4. Rosalba Valdovinos, resident

It was the consensus of the City Council to receive the report and provide the following recommendations for the use of funds:

General Fund Reserve: $400,000 - General Fund Surplus

27 Acre Park Grant Match: $2,830,000 - Development Impact Fees (DIF) Parks, DIF Roads, Misc Grants

20 Acre Park Improvements: $750,000 (estimated) - Cannabis Development Agreement Fund

City Hall Tenant Improvements: $500,000 - General Fund Surplus

Fire Station Purchase from MSJC: $250,000 - Cannabis Development Agreement Fund

Riverside County Sheriff Contract: $1,300,000 - American Rescue Plan Act (ARPA)

3.2) Cooperative Fire Agreement FY 2024-25 through FY 2026-27

Fire Chief Olsen presented the staff report.

Andy Morris, resident, provided public comment in favor of the item.

Moved by Carlos Marquez; seconded by Dustin Nigg to Authorize the Mayor to execute the Agreement

Motion Approved: 4 - 0

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

3.3) Illegal Food Vending Discussion (Future Agenda Item)

Item was pulled from the agenda.

**CITY MANAGER REPORT**

City Manager York presented the report.

**FUTURE AGENDA ITEMS**

There were no future agenda items.

**ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:47 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 8:48 p.m.

**ROLL CALL**

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

**Members absent:** Ashlee DePhillippo

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMUNICATIONS**

There were no board communications.

**APPROVAL OF THE AGENDA AS PRESENTED**

Moved by Joseph Morabito; seconded by Dustin Nigg to approve approve the agenda as presented.

Motion Approved: 4 - 0

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

**4) CEMETERY CONSENT CALENDAR**

Moved by Dustin Nigg; seconded by Carlos Marquez to approve Approve the Consent Calendar.

Motion Approved: 4 - 0

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

4.1) February 14, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

4.2) April 2024 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 04-04-2024 in the amount of $258.26
2. Warrant Register dated 04-11-2024 in the amount of $217.12
3. Warrant Register dated 04-18-2024 in the amount of $790.69
4. Warrant Register dated 04-25-2024 in the amount of $805.45

4.3) March 2024 Cemetery Treasurer's Report

Approved the Treasurer's Report for March 2024.

4.4) Acceptance of FY2022-23 Annual Comprehensive Financial Report

Received and filed the FY2022-23 Wildomar Cemetery District Audited Financial Statement

**5) CEMETERY PUBLIC HEARINGS**

There were no items scheduled.

**6) CEMETERY GENERAL BUSINESS**

There were no items scheduled.

**GENERAL MANAGER REPORT**

General Manager York presented the 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 8:49 p.m.

Submitted by:

Janet Morales

_____

Janet Morales, CMC
City Clerk

**CITY OF WILDOMAR**
**CC - REGULAR MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.2**
**Meeting Date: August 14, 2024**

**SUBJECT:** June 12, 2024 - City Council/Cemetery District Regular Minutes

**SUBMITTED BY:** Janet Morales, City Clerk

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

**ATTACHMENTS:**
06-12-2024 Minutes.pdf

**MINUTES**
**CITY OF WILDOMAR**
**CITY COUNCIL/CEMETERY DISTRICT**
**WEDNESDAY, JUNE 12, 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.

## ROLL CALL

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

**Members absent:** None.

Councilmember Nigg arrived at 6:02 p.m.

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

## FLAG SALUTE

The flag salute was led by Mayor Pro Tem DePhillippo.

## PRESENTATIONS

1. Proclamations: Eagle Scouts Lance & Colton Allen - Were not able to attend
2. Firewise and Community Risk Reduction presented by Chief Olson and My Safe Riverside Team

## DEPARTMENT REPORTS

### City Clerk Department Update

## PUBLIC COMMENTS

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

1. Andy Morris, Wildomar Insurance.
2. Rosalba Valdovinos, resident.

**COUNCIL COMMUNICATIONS**

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

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

**APPROVAL OF THE AGENDA AS PRESENTED**

Mayor Moore requested to pull Agenda Item #1.8 and Adopt an amended Resolution for Agenda Item #1.16

Moved by Dustin Nigg; seconded by Carlos Marquez to approve approve the agenda as presented, removing Agenda Item #1.8 and amending the Resolution for Agenda Item #1.16.

Motion Approved: 5 - 0

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

**1) CONSENT CALENDAR**

Moved by Carlos Marquez; seconded by Dustin Nigg to approve approve the Consent Calendar.

Motion Approved: 5 - 0

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

1.1) March 13, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

1.2) March 20, 2024 - City Council Special Minutes

Approved the minutes as presented.

1.3) Warrant Register May 2024

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 05-02-2024 in the amount of $179,089.44
2. Warrant Register dated 05-06-2024 in the amount of $2,500.00.
3. Warrant Register(s) dated 05-09-2024 in the amount of $1,454,855.51
4. Warrant Register dated 05-16-2024 in the amount of $1,323,063.72
5. Warrant Register(s) dated 05-23-2024 in the amount of $264,417.25
6. Warrant Register dated 05-30-2024 in the amount of $1,367,635.01
7. Wire Transfer Register dated 05-31-2024 in the amount of $112,267.18
8. Payroll Register dated 06-01-2024 in the amount of $257,642.51.

1.4) April 2024 City Treasurer Report

Approved the Treasurer's Report for April 2024.

1.5) Adoption of FY2024-25 GANN Limit, Revision of GANN Limit for FY2023-24, and Revision of GANN Limit for FY2022-23

1.) Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 29**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23

2.) Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 30**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24

3.) Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 31**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

1.6) Approval of City's Workplace Violence Prevention Plan

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 32**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A WORKPLACE VIOLENCE PREVENTION PLAN

1.7) Second Amendment to Landscape and Parks Maintenance Services Agreement with Inland Empire Landscape, Inc.

Authorized the City Manager to execute the Second Amendment to the

Maintenance Services Agreement with Inland Empire Landscape, Inc. for Landscape and Parks Maintenance.

1.8) Amendment to Office Lease With Core Tree Care, Inc.

Pulled item from the agenda.

1.9) Confirmation of Authorized Agents to act on behalf of the City with Southern California Edison for Capital Improvement Projects

Adopted a Resolution Entitled:

**RESOLUTION NO. 2024 - 33**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR TO EXECUTE THIRD PARTY AUTHORIZATION FORMS TO SOUTHERN CALIFORNIA EDISON FOR CAPITAL IMPROVEMENT PROJECTS

1.10) Task Order Amendment with Interwest Consulting Group for Right of Way Acquisition Services for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

Authorized the City Manager to approve the Interwest Consulting Group proposal to provide right-of-way acquisition services for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2) in the amount of $73,600.

1.11) Acceptance of FY2022-23 Measure AA Annual Report

Approved the Measure AA Oversight Advisory Committee Annual Report for FY 2022-23.

1.12) Calling a General Municipal Election on November 5, 2024

Adopted the following Resolutions entitled:

**RESOLUTION NO. 2024 - 34**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS IN DISTRICT 2, AND DISTRICT 4 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

**RESOLUTION NO. 2024 - 35**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION § 10403 OF THE ELECTIONS CODE

1.13) Annual Levy for Community Facilities District (CFD) (Facilities/Bonded) for Fiscal Year 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 36**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF

SPECIAL TAXES WITHIN EACH COMMUNITY FACILITIES DISTRICT LISTED BELOW FOR FISCAL YEAR 2024-25

1.14) Levy and Collection of Special Taxes within Community Facilities District No. 2022-1 (Services) for Fiscal Year 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 37**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) FOR FISCAL YEAR 2024-25

1.15) Levy and Collection of Special Taxes within Community Facilities District No. 2013-1 (Services) for Fiscal Year 2024-25

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 38**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2013-1 (SERVICES) FOR FISCAL YEAR 2024-25

1.16) Notice of Completion - Bundy Canyon Rd. Improvement Project, Segment 1 (CIP 026-1)

Adopted a Resolution entitled:

**RESOULTION NO. 2024 - 39**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE BUNDY CANYON ROAD IMPROVEMENT PROJECT, SEGMENT 1 (CIP 026-1) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.17) FY 2022-23 Measure Z Oversight Advisory Committee Annual Report

Received and filed the Measure Z Advisory Committee Annual Report for FY 2022-2023.

1.18.) Community Meeting Room Rental Policy Update.

Approved the updated Community Meeting Room Rental Policy and authorize the Community Services Director to waive fees during regular business hours for all non-profit organizations and agencies that meet the approved criteria

1.19) First Amendment to the Professional Service Agreement with Complete Paperless Solutions (CPS)

Authorized the City Manager to execute the First Amendment to the Professional Services Agreement with Complete Paperless Solutions (CPS) for Electronic Document Management, Scanning and Contract Workflow Services

1.20) Approve Field Supervisor Classification, Update the Position Classification Schedule, and Adopt a New Pay Plan

Adopted a Resolution entitled:

**RESOLUTION NO. 2024 - 40**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FIELD SUPERVISOR CLASSIFICATION DESCRIPTION; REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FIELD SUPERVISOR CLASSIFICATION; AND AMENDING THE EXISTING PAY PLAN TO INCLUDE FIELD SUPERVISOR

**2) PUBLIC HEARINGS**

2.1) Levying of Parcels for the Collection of Delinquent Trash Service Charges

Mayor Moore opened the Public Hearing.

Finance Manager Jantz presented the staff report.

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

Moved by Dustin Nigg; seconded by Joseph Morabito to Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 41**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE REPORT OF DELINQUENT TRASH ACCOUNTS AND REQUESTING THE DELINQUENCIES BE PLACED ON THE PROPERTY TAX ROLL

Motion Approved: 5 - 0

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

2.2) FY 2024-2025 Levy and Administration for Landscaping and Lighting Maintenance District (LLMD) No. 89-1-Consolidated & Street Lighting Zones

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 42**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ALL ZONES OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR AND LEVYING ASSESSMENTS ON ALL LOTS AND PARCELS OF LAND THEREIN FOR FISCAL YEAR 2024-2025; AND AUTHORIZING THE ADMINISTRATION OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2024-25

Motion Approved: 5 - 0

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

2.3) Community Service Area Charges for FY 2024-25

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

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

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 43**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING COUNTY SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL YEAR 2024-25

Motion Approved: 5 - 0

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

**3) GENERAL BUSINESS**

3.1) Resolution Authorizing Issuance of Special Tax bonds, Series 2024 for Community Facilities District No. 2022-3 (Verano)

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to 1. Adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 44**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, SERIES 2024 IN A PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION DOLLARS ($6,000,000) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

2. Authorize the issuance of the Community Facilities District No. 2022-3 (Verano) Special Tax Bonds, Series 2024 in an aggregate principal amount not to exceed $6,000,000

3. Approve the financing team, as identified herein, for this transaction and authorize the City Treasurer or any duly authorized designee, to pay the costs of such firms in connection with this financing from CFD 2022-3 Series 2024 bond proceeds

4. Authorize the City Manager and Administrative Services Director, or designees, to execute all documents related to the issuance of the Special Tax Bonds for Community Facilities District No. 2022-3 (Verano) and the ability to make minor changes to these documents as required to carry out the financing.

Motion Approved: 5 - 0

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

3.2) Amendment of City Personnel Rules and Adopting an Updated Pay Plan

Human Resources and Risk Manager Wolf presented the staff report.

Moved by Joseph Morabito; seconded by Dustin Nigg to Adopt the following Resolution entitled:

**RESOLUTION NO. 2024 - 45**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE REVISION OF THE CITY'S PERSONNEL RULES AND REGULATIONS

Motion Approved: 5 - 0

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

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt the following amended Resolution entitled:

**RESOLUTION NO. 2024 - 46**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A COST OF LIVING ADJUSTMENT AND APPROVING THE UPDATE TO THE CITY'S PAY PLAN

Motion Approved: 5 - 0

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

**CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT MEETING & ROLL CALL**

Chair Moore called the Wildomar Cemetery District Meeting to order at 7:30 p.m.

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

**Members absent:** None.

**GENERAL BUSINESS - BUDGET**

3.3A) Adoption of FY2024-25 Amended Budget

Finance Manager Jantz presented the staff report.

Moved by Carlos Marquez; seconded by Dustin Nigg to Approve the Fiscal Year 2024-25 Budget Amendments, and adopt a Resolution entitled:

**RESOLUTION NO. 2024 - 47**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE FY2024-25 AMENDED BUDGET AND ADOPTING A NEW SCHEDULE OF AUTHORIZED POSITIONS FOR FY2024-25

Motion Approved: 5 - 0

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

3.3B) Adoption of the FY2024-2025 Amended Cemetery Budget

Finance Manager Jantz presented the staff report.

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

**RESOLUTION NO. WCD2024 - 01**
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, AUTHORIZING AN ADOPTION OF THE FY2024-25 AMENDED BUDGET REVENUES AND EXPENSES

Motion Approved: 5 - 0

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

**ADJOURN WILDOMAR CEMETERY DISTRICT MEETING**

Chair Moore adjourned the Wildomar Cemetery District Meeting at 7:48 p.m.

**GENERAL BUSINESS**

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

Public Works Director Farag presented the staff report.

Moved by Bridgette Moore to provide direction to staff to authorize the construction of a wrought iron atop a 2' split face block wall with 8' pilasters.

Motion Approved: 4 - 1

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

3.5) 5-Year Capital Improvement Program (FY 2024/25 - 2028/29)

Associate Engineer Luna presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to Adopt the Five-Year Capital Improvement Program for Fiscal Years 2024/25 through 2028/29.

Motion Approved: 5 - 0

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

3.6) Agreement for Law Enforcement Services FY 2024-25 through FY 2026-27

Captain Rayls presented the staff report.

Rosalba Valdovinos, resident, provided public comment.

Moved by Dustin Nigg; seconded by Carlos Marquez to Authorize the Mayor to execute the Agreement.

Motion Approved: 5 - 0

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

3.7) Measure AA Oversight Advisory Committee Appointments

City Clerk Morales presented the staff report.

David Johansen, resident and applicant, provided public comment.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Appoint Tom Tisdale for a term ending June 2025 and appoint Kathleen Kovich and David Johansen for terms ending June 2026.

Motion Approved: 5 - 0

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

**CITY MANAGER REPORT**

City Manager York presented the report.

**FUTURE AGENDA ITEMS**

Added:

Pavement Management on Private & Public Roads - Marquez

**ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:50 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 8:51 p.m.

**ROLL CALL**

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

**Members absent:** None.

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMUNICATIONS**

There were no board communications.

**APPROVAL OF THE AGENDA AS PRESENTED**

Moved by Joseph Morabito; seconded by Dustin Nigg to approve the agenda as presented.

Motion Approved: 5 - 0

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

**4) CEMETERY CONSENT CALENDAR**

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

Motion Approved: 5 - 0

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

4.1) March 13, 2024 - City Council/ Cemetery Regular Minutes

Approved the minutes as presented.

4.2) Warrant Register Cemetery May 2024

Approved the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 05-02-2024 in the amount of $6,986.75
2. Warrant Register dated 05-09-2024 in the amount of $857.12
3. Warrant Register dated 05-16-2024 in the amount of $339.02
4. Warrant Register dated 05-23-2024 in the amount of $1,512.48
5. Warrant Register dated 05-30-2024 in the amount of $230.44.

4.3) April 2024 Cemetery Treasurer Report

Approved the Treasurer's Report for April 2024.

**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 8:51 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

**SUBJECT:** July 2024 Cemetery Warrant Register

**SUBMITTED BY:** Nicholas Neidiffer, Accountant I

**PREPARED BY:** Nicholas Neidiffer, Accountant I

**ACTION:**
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 07-03-2024 in the amount of $1,400.83.
2. Warrant Register dated 07-18-2024 in the amount of $1,456.49.

For Fiscal Year 2024/2025
1. Warrant Register dated 07-03-2024 in the amount of $950.00.
2. Warrant Register dated 07-18-2024 in the amount of $1,120.29.
3. Warrant Register dated 07-25-2024 in the amount of $1,393.93.

**SUMMARY:**
July 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 Years 2023/24 and 2024/25 Budgets.

**ATTACHMENTS:**
July 2024 Cemetery Warrant Register.pdf

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218486 | 7/3/2024 | 000088 ACE HARDWARE | 308071/3 | | CEMETERY DEPT SUPPLIES | 0.78 |
| | | | | | **Total :** | **0.78** |
| 218487 | 7/3/2024 | 000367 CINTAS CORPORATION | 4196880852 | | STAFF UNIFORM & TOWEL MAINTENANCE | 128.88 |
| | | | | | **Total :** | **128.88** |
| 218488 | 7/3/2024 | 000094 STAUFFERS LAWN EQUIPMENT | 368653 | | EQUIP/MAINT. REPAIR | 698.91 |
| | | | | | **Total :** | **698.91** |
| 218489 | 7/3/2024 | 000593 TORRES, DANIEL | 62824 | | REIMBURSEMENT: TOOLS FOR FACILITIES | 235.87 |
| | | | | | **Total :** | **235.87** |
| 218490 | 7/3/2024 | 000103 ULINE | 179348619 | | CEMETERY DEPARTMENTAL SUPPLIES | 336.39 |
| | | | | | **Total :** | **336.39** |

**5 Vouchers for bank code :** wf **Bank total :** **1,400.83**

**5 Vouchers in this report** **Total vouchers :** **1,400.83**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218546 | 7/18/2024 | 000012 ELSINORE VALLEY MUNICIPAL, WATER D | 13055062 | | 05/17/24-06/16/24 CEMETERY WATER SERVICE | 1,381.49 |
| | | | | | **Total :** | **1,381.49** |
| 218547 | 7/18/2024 | 002082 MAIN SAIL PEST CONTROL | 25031 | | PEST CONTROL SERVICES | 75.00 |
| | | | | | **Total :** | **75.00** |
| **2** | **Vouchers for bank code :** | wf | | | **Bank total :** | **1,456.49** |
| **2** | **Vouchers in this report** | | | | **Total vouchers :** | **1,456.49** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218491 | 7/3/2024 | 000434 PONTEM SOFTWARE BY RIA | 13085 | | CEMETERY MANAGEMENT SOFTWARE 07/01/24-06 | 950.00 |
| | | | | | **Total :** | **950.00** |

**1 Vouchers for bank code :** wf **Bank total :** **950.00**

**1 Vouchers in this report** **Total vouchers :** **950.00**

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218548 | 7/18/2024 | 000088 ACE HARDWARE | 308076/3 | | CEMETERY DEPT SUPPLIES | 20.65 |
| | | | 308080/3 | | CEMETERY DEPT SUPPLIES | 10.47 |
| | | | 308082/3 | | CEMETERY DEPT SUPPLIES | 21.83 |
| | | | 70524 | | CEMETERY DEPT SUPPLIES | 118.76 |
| | | | | | **Total :** | **171.71** |
| 218549 | 7/18/2024 | 000367 CINTAS CORPORATION | 173.18 | | STAFF UNIFORM & TOWEL MAINTENANCE | 173.18 |
| | | | 4197676594 | | STAFF UNIFORM & TOWEL MAINTENANCE | 155.07 |
| | | | 4198250377 | | STAFF UNIFORM & TOWEL MAINTENANCE | 161.66 |
| | | | | | **Total :** | **489.91** |
| 218550 | 7/18/2024 | 000186 RIGHTWAY | 389305 | | (2) CEMETERY RESTROOM MAINTENANCE/SERVIC | 452.18 |
| | | | | | **Total :** | **452.18** |
| 218551 | 7/18/2024 | 000790 SPARKLETTS | 18075184-071324 | | CEMETERY DRINKING WATER THROUGH 07/13/24 | 6.49 |
| | | | | | **Total :** | **6.49** |
| **4** | **Vouchers for bank code :** | wf | | | **Bank total :** | **1,120.29** |
| **4** | **Vouchers in this report** | | | | **Total vouchers :** | **1,120.29** |

**Bank code :** wf

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|---|---|---|---|---|---|
| 218585 | 7/25/2024 | 000367 CINTAS CORPORATION | 419972983 | | STAFF UNIFORM & TOWELL MAINTENANCE | 186.47 |
| | | | | | **Total :** | **186.47** |
| 218586 | 7/25/2024 | 001184 DYLAN DIXON TREE SERVICES | 2241 | | TREE TRIMMING | 800.00 |
| | | | | | **Total :** | **800.00** |
| 218587 | 7/25/2024 | 000103 ULINE | 180458206 | | DEPARTMENTAL SUPPLIES | 407.46 |
| | | | | | **Total :** | **407.46** |
| **3** | **Vouchers for bank code :** | wf | | | **Bank total :** | **1,393.93** |
| **3** | **Vouchers in this report** | | | | **Total vouchers :** | **1,393.93** |

**SUBJECT:** June 2024 Cemetery Treasurers Report

**SUBMITTED BY:** Adam Jantz, Finance Manager

**PREPARED BY:** Adam Jantz, Finance Manager

**ACTION:**
Approve the Treasurer's Report for June 2024.

**SUMMARY:**
June 2024 Cemetery Treasurers Report

**DISCUSSION:**
Attached is the Treasurer's Report for Cash and Investments for the month of June 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:**
June 2024 Cemetery Treasurer's Report.pdf

**WILDOMAR CEMETERY DISTRICT**
**TREASURER'S REPORT FOR**
**CASH AND INVESTMENT PORTFOLIO**
## June 2024

**DISTRICT INVESTMENT**

| FUND | ISSUER | BOOK VALUE | FACE VALUE | MARKET VALUE | PERCENT OF PORTFOLIO | DAYS TO MAT. | STATED RATE |
|---|---|---|---|---|---|---|---|
| 301 | CAMP POOL | $ 425,803.07 | $ 425,803.07 | $ 425,803.07 | 28.92% | N/A | 5.430% |
| 300 | CAMP MANAGED ACCOUNT | $ 1,043,148.00 | $ 1,043,148.00 | $ 1,046,773.25 | 71.08% | 857 | 4.990% |
| | TOTAL | $ 1,468,951.07 | $ 1,468,951.07 | $ 1,472,576.32 | 100.00% | | |

| FUND | ISSUER | BEGINNING BALANCE | + DEPOSITS/ PURCHASES | + INTEREST DEPOSITED | WITHDRAWALS/ SALES/ MATURITIES | ENDING BALANCE | STATED RATE |
|---|---|---|---|---|---|---|---|
| 301 | CAMP POOL | $ 423,916.18 | $ - | $ 1,886.89 | $ - | $ 425,803.07 | 5.430% |
| 300 | CAMP MANAGED ACCOUNT | $ 1,041,040.79 | $ - | $ 2,107.21 | $ - | $ 1,043,148.00 | 4.990% |
| | TOTAL | $ 1,464,956.97 | $ - | $ 3,994.10 | $ - | $ 1,468,951.07 | |

**In compliance with the California Code Section 53646, as City Treasurer for the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.**

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

*Heidi Schrader*
**Heidi Schrader**
**City Treasurer**

*7/9/2024*
**Date**