CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, SEPTEMBER 11, 2024

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION
Presented By: Thomas D Jex, City Attorney

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

A. O'Neal Pack v. City of Wildomar et al; case number: CVME2401183

B. Richard Ostheimer v. City of Wildomar et al; case number: CVSW2403047

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE
Presented by Troop 332

MOMENT OF SILENCE - 9/11 REMEMBRANCE

PRESENTATIONS
1. Proclamation: Constitution Week September 17th - 23rd
2. Pitt Hopkins Awareness

DEPARTMENT REPORTS

Code Enforcement Homeless Outreach update followed by The Regional Homeless Alliance/Baker Tilly Presentation given by Susan Price
Presented By: Raul Berroteran, Code Enforcement Department

Public Works/Engineering - Road Improvements Update
Location: Citywide
Presented By: Jason Farag, Public Works/ Engineering Department

Community Services Departmental Update
Presented By: Daniel Torres, Community Services Department

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1. CONSENT CALENDAR

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

1.1 July 10, 2024 - City Council/Cemetery District Regular Minutes

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.2 **August 14, 2024 - City Council/Cemetery District Regular Minutes**
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

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

RECOMMENDATION:
Approve the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 08-01-2024 in the amount of $851,764.80.
2. Warrant Register dated 08-08-2024 in the amount of $142,764.67.
3. Warrant Register dated 08-15-2024 in the amount of $175,541.19.
4. Warrant Register dated 08-22-2024 in the amount of $16,836.46.
5. Warrant Register dated 08-29-2024 in the amount of $15,762.50.

For Fiscal Year 2024/2025:
1. Warrant Register dated 08-01-2024 in the amount of $7,707.94.
2. Warrant Register dated 08-08-2024 in the amount of $41,511.98.
3. Warrant Register dated 08-15-2024 in the amount of $137,016.25.
4. Warrant Register dated 08-22-2024 in the amount of $198,984.23.
5. Warrant Register dated 08-29-2024 in the amount of $1,413,184.04.
6. Wire Transfer Register dated 07-31-2024 in the amount of $20,990.77
7. Payroll Register dated 08-01-2024 in the amount of $286,901.06.

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

RECOMMENDATION:
Approve the Treasurer's Report for July 2024.

1.5 **Memorandum of Understanding (MOU) with the County of Riverside for Richard St. Improvements**
Location: Richard St., west of Grand Ave.
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to sign the Memorandum of Understanding (MOU) with the County of Riverside.

1.6 Tri-Party Consultant Service Agreement for "The Bluffs at Hidden Springs" Specific Plan and EIR (PLN 24-0048)

Location: Between I-15 Freeway and Palomar Street, South of Clinton Keith Road (Oxamn Property)

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, The Bluffs at Hidden Springs, LLC, Inc. and PlaceWorks, Inc. for the preparation of The Bluffs Specific Plan (SP) and Environmental Impact Report (EIR); and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Specific Plan and Environmental Impact Report for the Bluffs at Hidden Springs Project.

1.7 Agreement for Municipal Financial Advisory Services

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

Authorize the City Manager to execute the Agreement for Services with CSG Advisors, Inc. for Municipal Financial Advisory Services

1.8 FY2024-25 Wildland Fire Protection Agreement

Presented By: Adam Jantz , Fire Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE AGREEMENT WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR WILDLAND FIRE PROTECTION SERVICES FROM JULY 1, 2024 TO JUNE 30, 2025

1.9 Vacation of an Existing 30-foot Road Easement Lot C located in the Faith Bible Church Project Site (Project No. 19-0179)

Location: 23580 Glazebrook Road

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 30-FOOT ROAD EASEMENT (LOT "C") LOCATED IN THE FAITH BIBLE PROJECT SITE, INCLUDING A RESERVATION OF A PUBLIC UTILITY EASEMENT

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

RECOMMENDATION:
Authorize the City Manager to execute Amendment #1 (Attachment A) of the Professional Services Agreement between the City of Wildomar and God's Fan Club, dba Project T.O.U.C.H., to be extended indefinitely.

1.11 **Consideration of annual reporting of completed State mandated fire and life safety inspections by the City of Wildomar in compliance with SB 1205 for Fiscal Year 2023-2024**
Presented By: Lonny Olson , Fire Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024- ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146, and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

1.12 **Services Agreement for Human Resources Information System, Electronic Forms, and Performance Evaluation Software with NeoGov, Inc.**
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Authorize the City Manager to enter into an Agreement with NeoGov, Inc. by way of Order Form and Agreement for human resources information systems (HRIS) software, electronic forms, and performance evaluation software.

2. PUBLIC HEARINGS

2.1 **Consideration of Resolution of Necessity for Condemnation of a Portion of Vacant Property Identified by Assessor Parcel Number 362-250-025 for the Clinton Keith Road Widening Project (CIP 025-1)**

Location: Vacant property on Clinton Keith Rd. west of 24500 Catt Rd. (north side of Clinton Keith Rd., between Inland Valley Dr. and Salida del Sol).
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:

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

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

3. Find that on January 13, 2010, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2010-02 certifying a Mitigated Negative Declaration or the Clinton Keith Road Widening Project, and that no additional CEQA findings are required for the Project; and

4. Adopt a Resolution entitled:

RESOLUTION 2024 - _____

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

3. GENERAL BUSINESS

No items scheduled.

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

RECOMMENDATION:
Approve the minutes as presented.

4.2 August 14, 2024 - City Council/Cemetery District Regular Minutes
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

4.3 August 2024 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 08-08-2024 in the amount of $2,977.07.
2. Warrant Register dated 08-22-2024 in the amount of $270.00.

For Fiscal Year 2024/2025
1. Warrant Register dated 08-01-2024 in the amount of $7,905.80.
2. Warrant Register dated 08-08-2024 in the amount of $1,214.55.
3. Warrant Register dated 08-22-2024 in the amount of $1,659.76.
4. Warrant Register dated 08-29-2024 in the amount of $2,763.78.

4.4 July 2024 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for July 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: September 5, 2024

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: September 11, 2024

SUBJECT: Code Enforcement Homeless Outreach update followed by The Regional Homeless Alliance/Baker Tilly Presentation given by Susan Price

SUBMITTED BY: Yvette Magdaleno, Sr. Management Analyst

PREPARED BY: Yvette Magdaleno, Sr. Management Analyst

SUMMARY:
The presentation provides a comprehensive overview of the findings from a series of in-depth interviews, site visits, and data analysis regarding homelessness in the region. The main goals are to improve service provision, decrease homelessness, and establish a governance model for the RHA. (Regional Homeless Alliance involved cities: Wildomar, Lake Elsinore, Murrieta, Temecula, Menifee, and county agencies)

ATTACHMENTS:
Attach B - RHA ppt
Attach A- Code Staff ppt

Regional Homeless Alliance

City of Wildomar
City Council
September 11, 2024

Baker Tilly
Carol Jacobs, Managing Director
Susan Price, Special Advisor

Southwest Riverside County Goal

"Establish regional strategies that address the needs of the five Regional Homeless Alliance (RHA) communities, residents, businesses, and those experiencing homelessness."

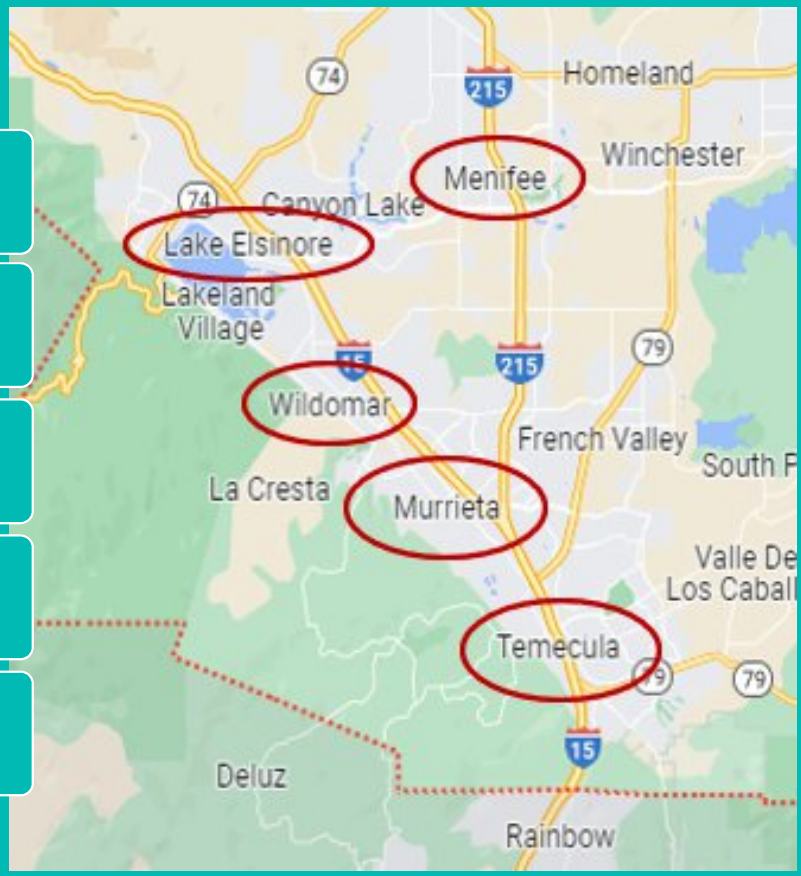




REGIONAL HOMELESS ALLIANCE

RHA Report Overview

- Engagement objectives
- Development of a regional approach
- Themes from interviews, site visits, and other data sources
- •Resource inventory and gaps analysis
- •26 recommendations



Key stakeholder interview themes

Met with representatives from all five cities

Common **themes** emerged:

- Improved **behavioral health crisis response and treatment options**
- Greater connectivity to the **Continuum of Care system for resources and funding opportunities**



Key stakeholder interview themes

- Need to improve **participation** in Homeless Management Information System (HMIS) **data systems, and create standard data collection protocols for the RHA**

- Need for **better coordination and integration of efforts**:
  - Encampment response and protocols
  - Regionalize street outreach
  - Grant funding



REGIONAL HOMELESS ALLIANCE

Street outreach engagement

- Overall, **staff were familiar with individuals** due to repeated contacts

- Encampment **areas are multi-jurisdictional** (private, ecologically protected, State-owned, City-owned, etc.) and **present unique legal challenges** to encampment response



REGIONAL HOMELESS ALLIANCE

Street outreach engagement

- Areas linked to **transit, hospitals, libraries, and shopping/commercial centers** are repeated outreach response locations
- Limited access to **same-day interim shelter beds**
- Need for **mental health and addiction treatment resources**



BACKGROUND DATA

Point-in-Time Count (PIT), 2022 compared to 2023

		2022[2]			2023[2]		
Jurisdiction	Population[1]	Unsheltered	Sheltered	Total Homeless Population	Unsheltered	Sheltered	Total Homeless Population
Lake Elsinore	70,265	35	40	75	78	32	110
Menifee	103,227	28	4	32	25	0	25
Murrieta	110,949	12	149	161	33	132	165
Temecula	110,003	28	39	67	35	38	73
Wildomar	36,875	7	14	21	10	36	46
TOTAL RHA	**431,319**	**110**	**246**	**356**	**181**	**238**	**419**

Sources:
[1] U.S. Census data based on 2020 Decennial Census
[2] Housing and Workforce Solutions, Homeless Point-in-Time Count and Survey, 2022 and 2023

BACKGROUND DATA

Need for additional resources – repeat contacts

City	2022 PIT Unsheltered Count	2023 PIT Unsheltered Count	Duplicative Contacts with Resource-Declining Persons	Available Beds[1]
Lake Elsinore	35	78	20 to 25	16
Menifee	28	25	10	12
Murrieta	12	33	15 to 18	166
Temecula	28	35	30 to 40	48[2]
Wildomar	7	10	6 to 10	38
TOTALS	**110**	**181**	**81 to 103**	**Occupancy 96% in 2023 PIT**

[1] Interim bed counts are provided by Project Touch and The Anchor and include beds designated for both families and individuals.
[2] This count includes six beds provided by The Ranch, which is operated by SWAG, but is located outside of the RHA region.

REGIONAL HOMELESS ALLIANCE

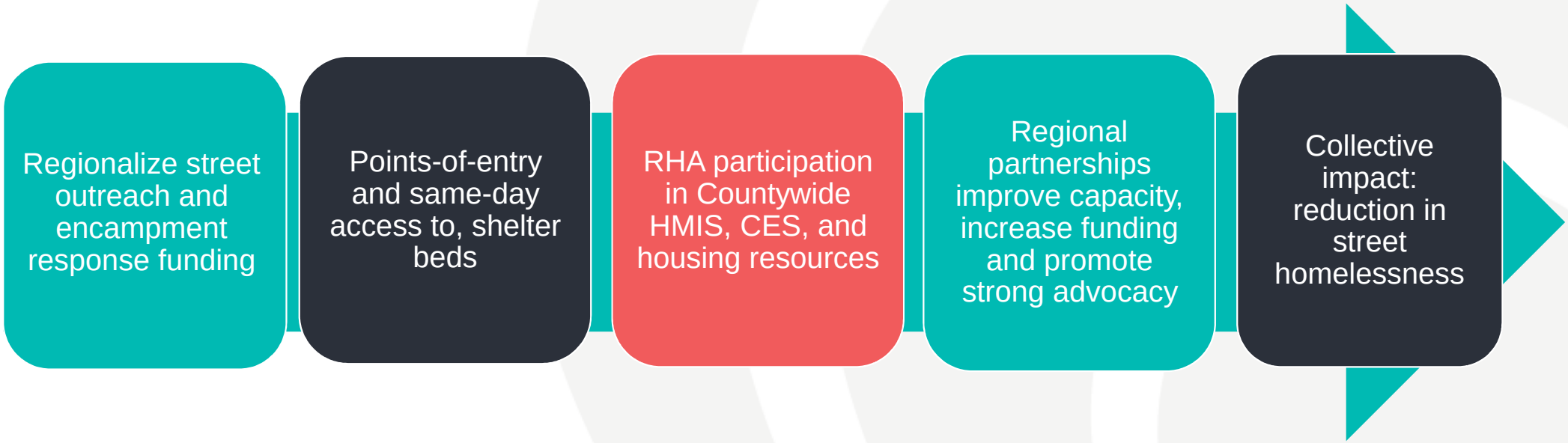
Highlights of existing resources

- Multidisciplinary street outreach staffing
- Formal encampment response protocols
- 265 interim shelter beds within the RHA
- Funding sources: General Fund and grants

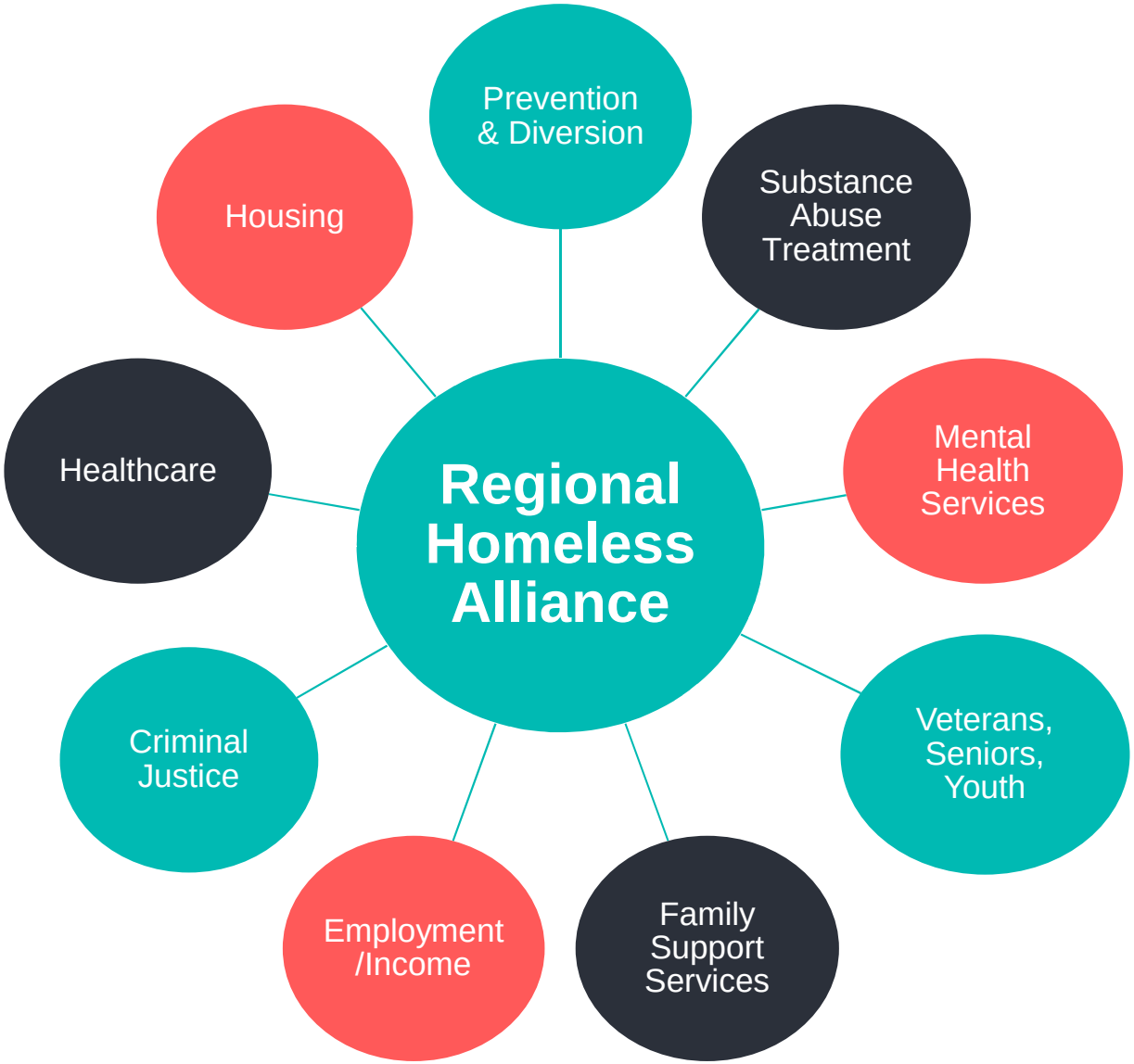
Homeless Service Framework



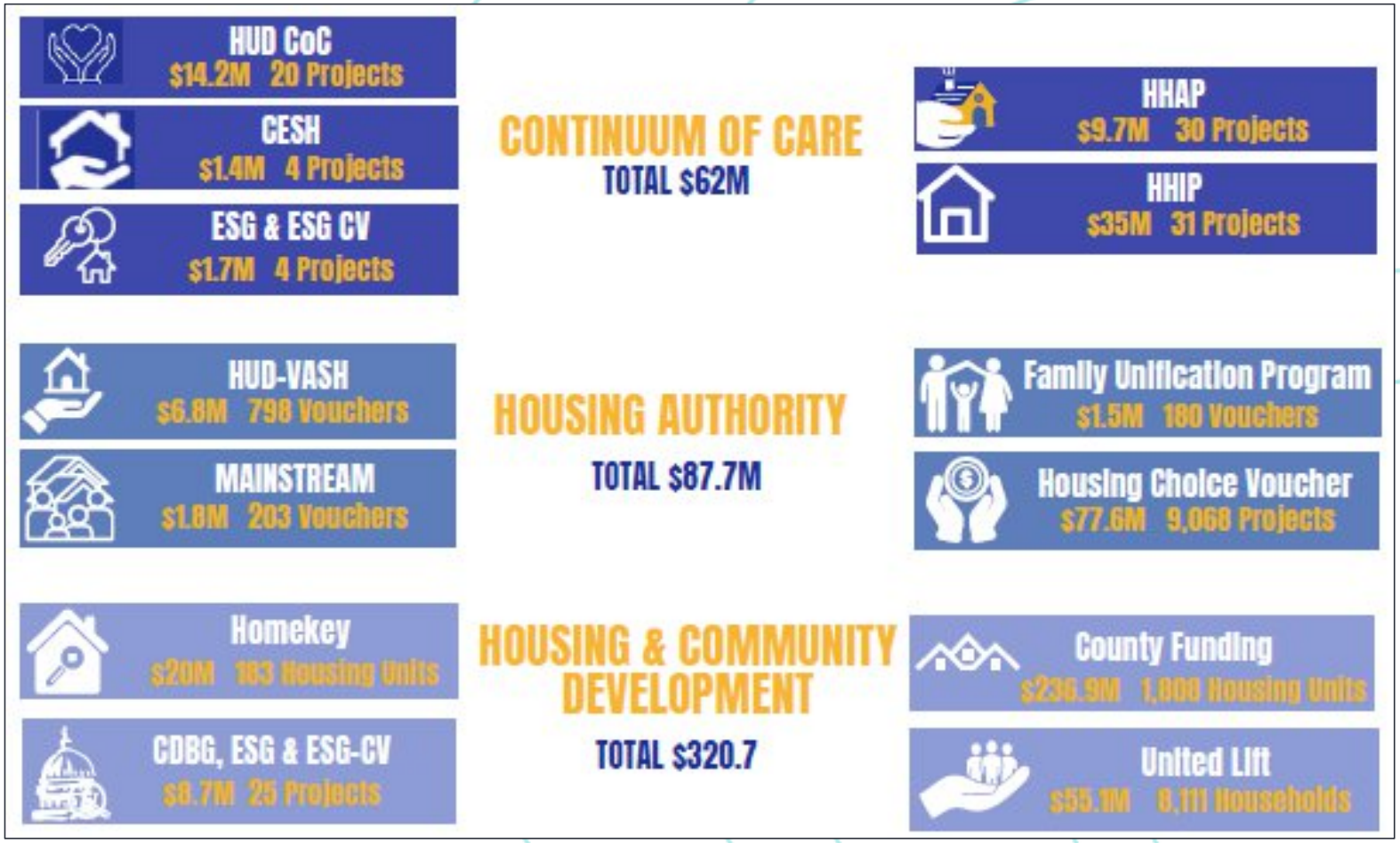
Benefits of a regional approach



County, Curriculum of Care, and Community Partners



Riverside County homeless funding and programs



Source: 2023 Riverside County Continuum of Care Homeless Point-in-Time Count Summary.

Report recommendations

26 recommendations around the following categories:

- **Data** collection and sharing
- **Prevention**
- **Access** points and street **outreach**
- Encampment response with **resource linkages**
- **Medical and behavioral health**
- Interim and same-day **shelters**
- **Collaboration** with the County's Continuum of Care
- County and State homelessness **funding**
- Development of **affordable housing**
- Regional Homeless Alliance **governance**



Regional Implementation Action Plan

- **Regionalize** street outreach teams
  - One “by name” list for the RHA
- **Streamline** data collection and participation
  - Homeless Management Information System (HMIS)
- **Actively** participate in the Riverside Continuum of Care
  - Funding for homelessness efforts
  - Housing
- **Integrate** efforts with the County
  - Behavioral health



Five Cities – One Regional Homeless Alliance

- **Purpose**
  - Align street outreach, share data, leverage resources, build capacity, and secure regional funding grants.
- **Role of Cities**
  - Provide leadership to align efforts, integrate resources, and advocate for policy, funding, and resources.
- **Build upon existing framework**
  - Identify leadership structure, create subgroups for data, CoC participation, and grant funding.



Five Cities – One Regional Homeless Alliance

- **No cost MOU** to formalize the RHA
- Determine the **leadership structure** and create working subcommittees
- Incremental progress to **align data**
- Encampment Resolution Grant application is pending for **$12 million**.
- **Integration with County** for behavioral health and street medicine programs



Questions?

Carol Jacobs, Managing Director | carol.jacobs@bakertilly.com
Susan Price, Special Advisor | susan.price@bakertilly.com

Community Development *Code Enforcement Division*

Homeless Outreach Presentation.



Homeless Outreach Stats

Update From April- July 2024

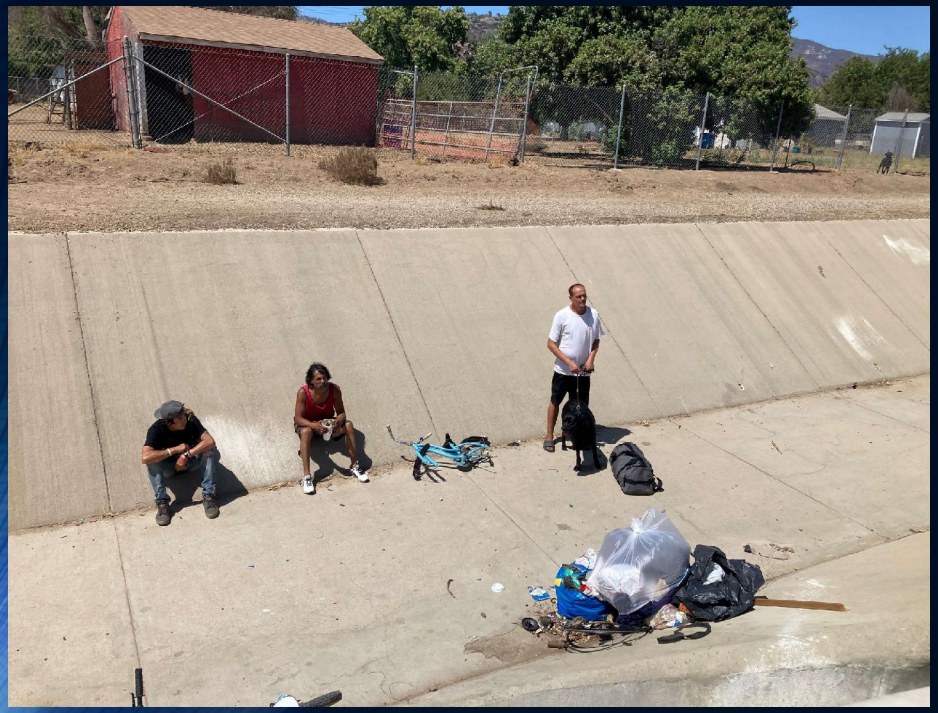


Homeless Outreach Stats
April 2024



- Males 18
- Females 4
- New Contacts 8
- Sheltered 8
- Denied Services 12
- Arrested 2
- Project Touch 4
- Higher Level Of Care (HLC) 2
- Self Exit 4

Homeless Outreach Stats
May 2024



- Males 11
- Females 5
- New Contacts 2
- Sheltered 0
- Denied Services 14
- Arrested 8
- Project Touch 0
- Higher Level Of Care (HLC) 0
- Self Exit 0

Homeless Outreach Stats
June 2024



- Males 5
- Females 4
- New Contacts: 7
- Sheltered 2
- Denied Services 5
- Arrested 0
- Project Touch 0
- HLC 0
- Self Exit 0

Homeless Outreach Stats
July 2024



- Males 5
- Females 4
- New Contacts: 7
- Sheltered 2
- Denied Services 6
- Arrested 1
- Project Touch 2
- HLC 0
- Self Exit 0

Questions



SUBJECT: Public Works/Engineering - Road Improvements Update

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Jason Farag, Public Works Director

SUMMARY:
This staff report presents an update on major road improvement projects in development or under construction throughout the City.

BACKGROUND:
The City's Public Works and Engineering Department (Department) oversees the planning, design, construction, maintenance, and operations of City maintained roads. City maintained roads are typically either designed and constructed as a condition of Private Development Projects (PDP) or as part of City Capital Improvement Projects (CIP).

DISCUSSION:
The attached presentation provides an update of major on-going and upcoming road improvement projects throughout the City, as well as an update on other road improvement activities. A summary of the major projects, by type, is also included below.

City Capital Improvement Projects

- CIP 028-2 - Palomar St. Widening Project, Phase 2
- CIP 025-1 - Clinton Keith Rd. Widening Project
- CIP 026-2 - Bundy Canyon Rd. Improvement Project, Segment 2
- CIP 050-1 - Pavement Management Program Report
- CIP 057/058 - Road Rehab and Slurry Seal Program
- CIP 070/074 - I-15 Interchange Upgrades (Bundy Canyon Rd. and Wildomar Trail)
- CIP 096 - Sedco Blvd. Improvements
- CIP 026-3 - Bundy Canyon Rd. Improvement Project, Segment 3
- CIP 090/092 - Bundy Canyon Rd. Widening (west of I-15)

Land Development Projects

- Palomar St./McVicar St. Traffic Signal (Beazer, Boulder Creek)
- Palomar St. Widening (DR Horton, Avalino)
- Monte Vista Dr. (Riverside County Flood Control)
- Monte Vista Dr. (KB Home, Summerhill and Verano)

FISCAL IMPACT:
Road improvements constructed as part of a City CIP are funded as shown in the approved City budget. Road improvements constructed by a private development project are funded by the private developer. There is no impact to the City's General Fund.

ATTACHMENTS:
Presentation - Road Improvements Update

Roadway Improvements

Public Works/Engineering Department

September 11, 2024



CIP Project Categories



Roads (Transportation)



Signals (Transportation)



Maintenance (Transportation)



Drainage



Trails



Parks



Buildings

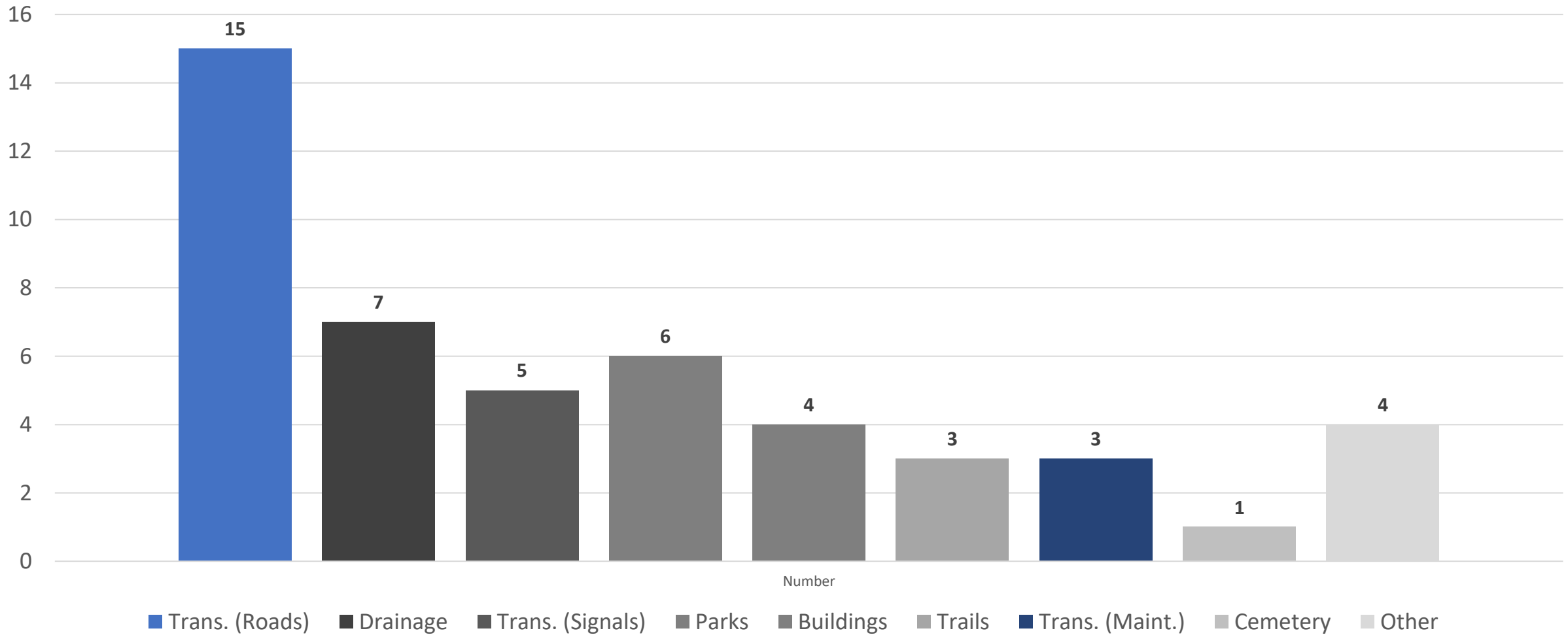


Cemetery



Other

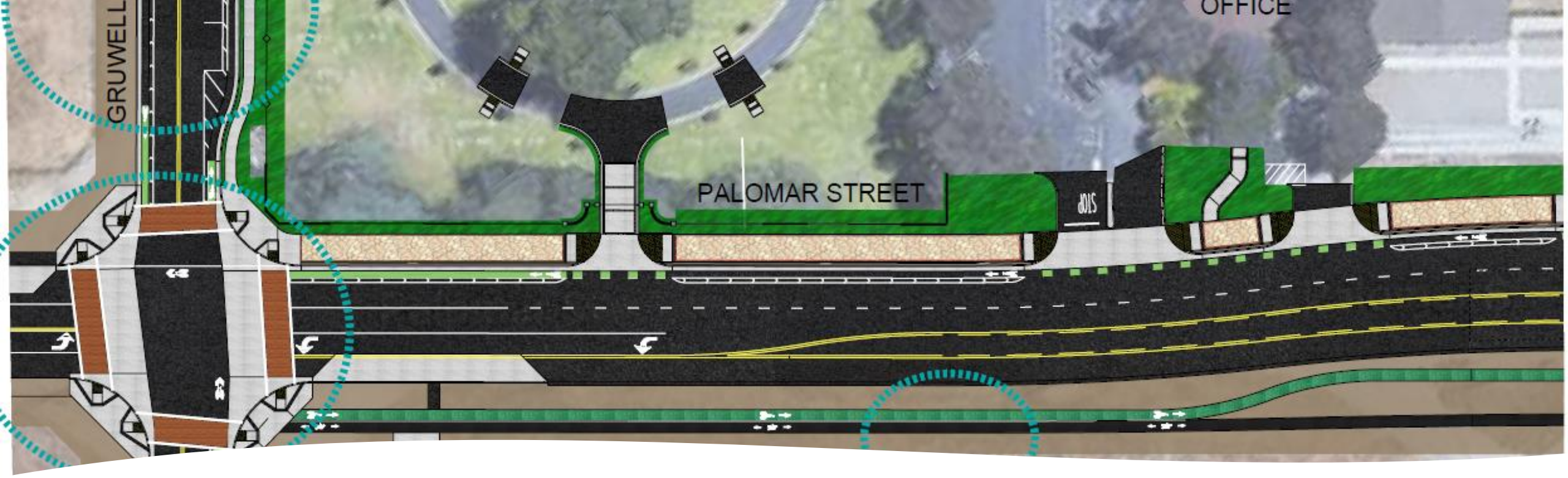
CIP Projects by Category



Two-Year CIP Budget

FY 24/25 through FY 25/26

Project Category	FY 24/25	% of Total	FY 25/26	% of Total
Buildings	$ 629,000		$ 2,739,000	
Cemetery	$ 918,000		$ -	
Drainage	$ 1,648,000		$ 792,500	
Other	$ 2,346,370		$ 100,000	
Parks	$ 3,676,000		$ 7,427,320	
Trails	$ 245,000		$ 785,000	
Trans. (Maint.)	**$ 1,625,000**	**3.86%**	**$ 2,515,000**	**5.16%**
Trans. (Roads)	**$ 30,024,974**	**71.32%**	**$ 34,133,442**	**69.97%**
Trans. (Signals)	$ 984,200		$ 291,100	
Total	**$ 42,096,544**		**$ 48,783,362**	



Palomar St. Widening (Phase 2) (CIP 028-2)

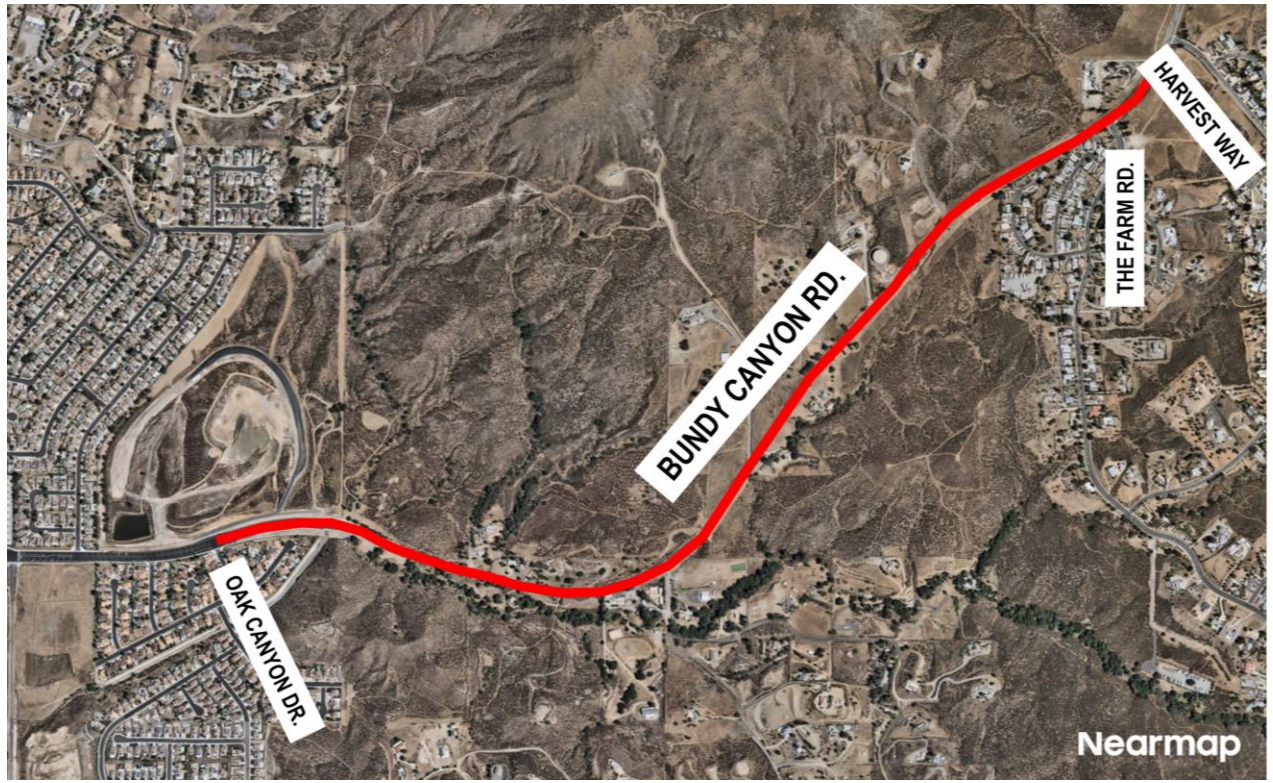
- **Limits**
  - Palomar St. - Gruwell St. to Wildomar Trail
  - Gruwell St. – Palomar St. to Orange St.
- **Improvements**
  - Widening, Bike Lanes, Sidewalks, Trails, Landscaping, Decorative Crosswalks
- **Current Schedule (subject to change)**
  - Bids Opened – August 20, 2024
  - Begin Construction (if awarded) – Fall 2024
  - Complete Construction (if awarded) – Summer 2025
- **Status**
  - Bid evaluations in process



Clinton Keith Rd. Widening (CIP 025-1)

- **Limits**
  - Hidden Springs Rd. to Copper Craft Dr.
- **Improvements**
  - Widening (6 lanes), Bike Lanes, Traffic Signals
- **Current Schedule (subject to change)**
  - Design (completion) – December 2024
  - Award – Spring 2025
  - Begin Construction – Summer 2024
  - Complete Construction – Winter 2025/2026
- **Estimated Cost**
  - $9.5 million

Bundy Canyon Rd., Segment 2 (CIP 026-2)



- **Limits**
  - Oak Canyon Dr. to Harvest Way (west)
- **Improvements**
  - Widening (4 lanes), Striped Medians/ Turn Lanes, Traffic Signals, Class I Roadway Separated Trail
- **Current Schedule (subject to change)**
  - Design (completion) - December 2024
  - Award - Spring 2025
  - Construction
    - Summer 2024 to Summer 2026
- **Estimated Cost**
  - $25 million



Other Roadway Projects

- Pavement Management Program Report (CIP 050-1)
- Road Rehab and Slurry Seal Program (CIP 057/058)
- I-15 Interchange Upgrades (CIP 070/074)
- Sedco Blvd. Improvements (CIP 096)
- Bundy Canyon Rd., Segment 3 (CIP 026-3)
- Bundy Canyon Rd. (west of I-15) (CIP 090/092)



Wildomar Trail/I-15







Waite Street Striping

Land Development Roadway Improvements

- Palomar St./McVicar St. Traffic Signal (Beazer, Boulder Creek)
- Palomar St. Widening (DR Horton, Avalino)
- Monte Vista Dr. (Riverside County Flood Control)
- Monte Vista Dr. (KB Home, Summerhill & Verano)



Questions



CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: September 11, 2024

SUBJECT: Community Services Departmental Update

SUBMITTED BY: Daniel Torres, Community Services Director

ATTACHMENTS:
Community Services Department Update Report_09.11.2024

COMMUNITY SERVICES

DEPARTMENT UPDATE



Overview

One Department
Community Minded

CREATING OPPORTUNITIES FOR THE COMMUNITY TO ENGAGE AND CONNECT WITH ONE ANOTHER.



Maintenance



Special Events



Partnerships



Community Contest

Landscape Maintenance



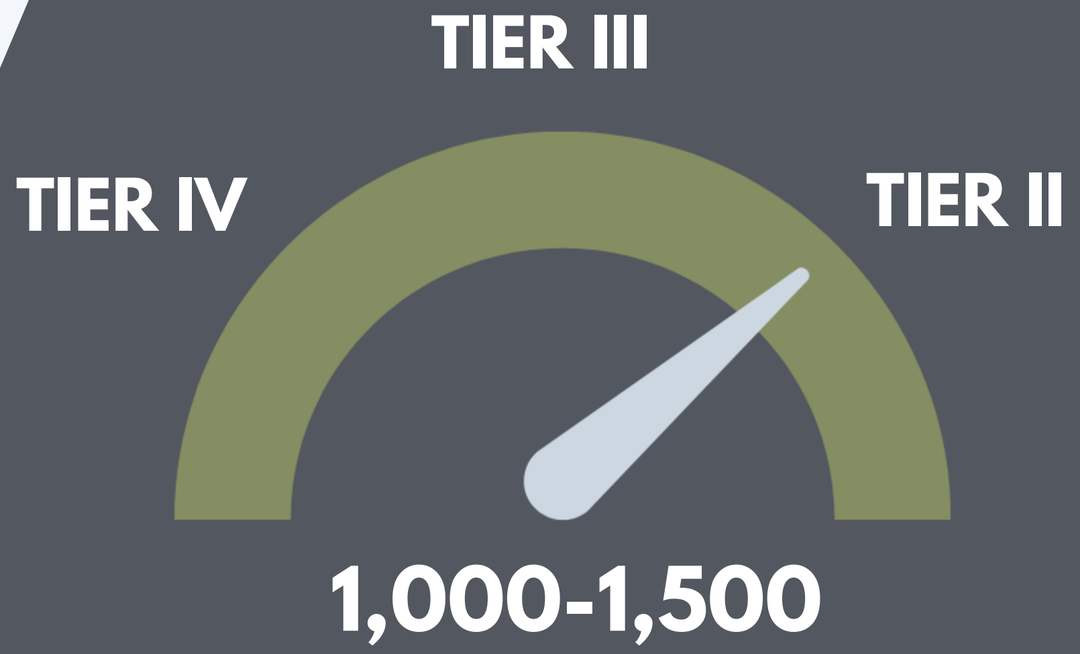
23/24 CSD Maintenance Staff conducted landscape services to Grand Ave Trail and oversight to maintenance district

24/25 CSD Maintenance Staff began providing landscape services to City Parks. Currently services are conducted on Fridays.

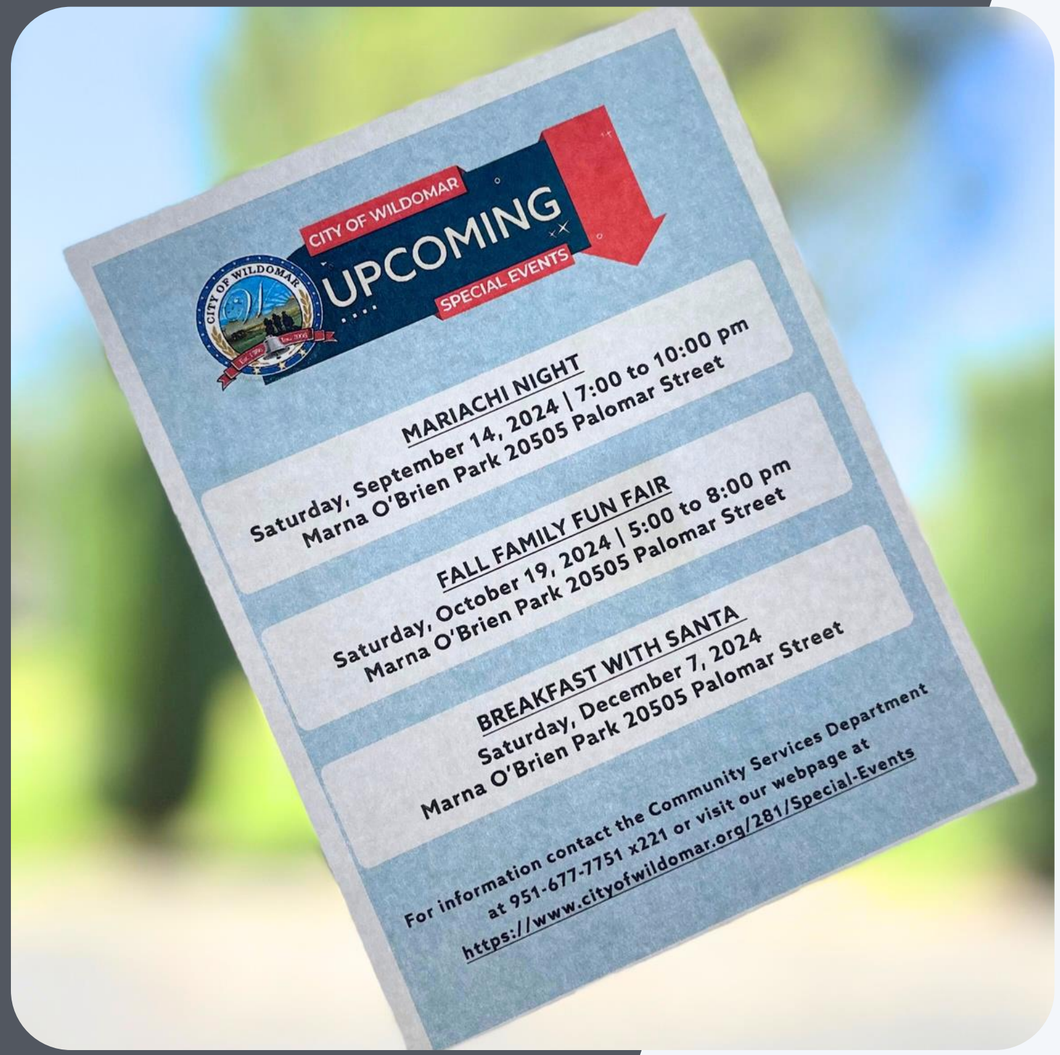
Special Events

Community Engagement

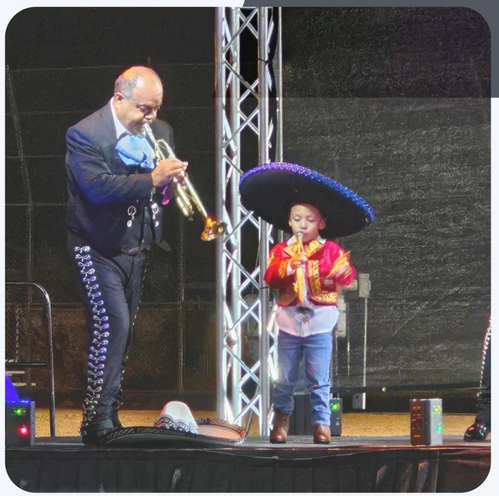
The Community Services Department has recently developed a Tier System for special event correlating event size to community engagement.



This year the City focused efforts toward Tier II events and partnerships.



City Sponsored Events



- Mariachi Night - Sat. Sept 14th
  - 7:00 pm - 10:00 pm
  - Marna O'Brien Park
- Breakfast with Santa - Sat. Dec 7th
  - 8:00 am - 11:00 am
  - Marna O'Brien Park



Special Events

Partnerships

- TIER I EVENT
  - Fall Family Fun Fair
- TIER IV EVENT
  - RSO Pop Events
  - Veterans Day



Partnerships

RSO Events

September 19th - Water Day
October 10th - Craft Night
November 15th - Power Wheels Drive-in

2	Organizations	1	Goal



Partnerships

Veterans Day

This year, the VFW Post 1508, American Legion Post 200, the City of Lake Elsinore, and the City of Wildomar will join together for a Veteran's Day Event.

Part of the event is the unveiling of engraved bricks honoring a special veteran.

The engraving can include their name, rand, and/or years of service. Those interested can purchased through the City of Lake Elsinore's Veterans Memorial Brick Program.



Community Contest

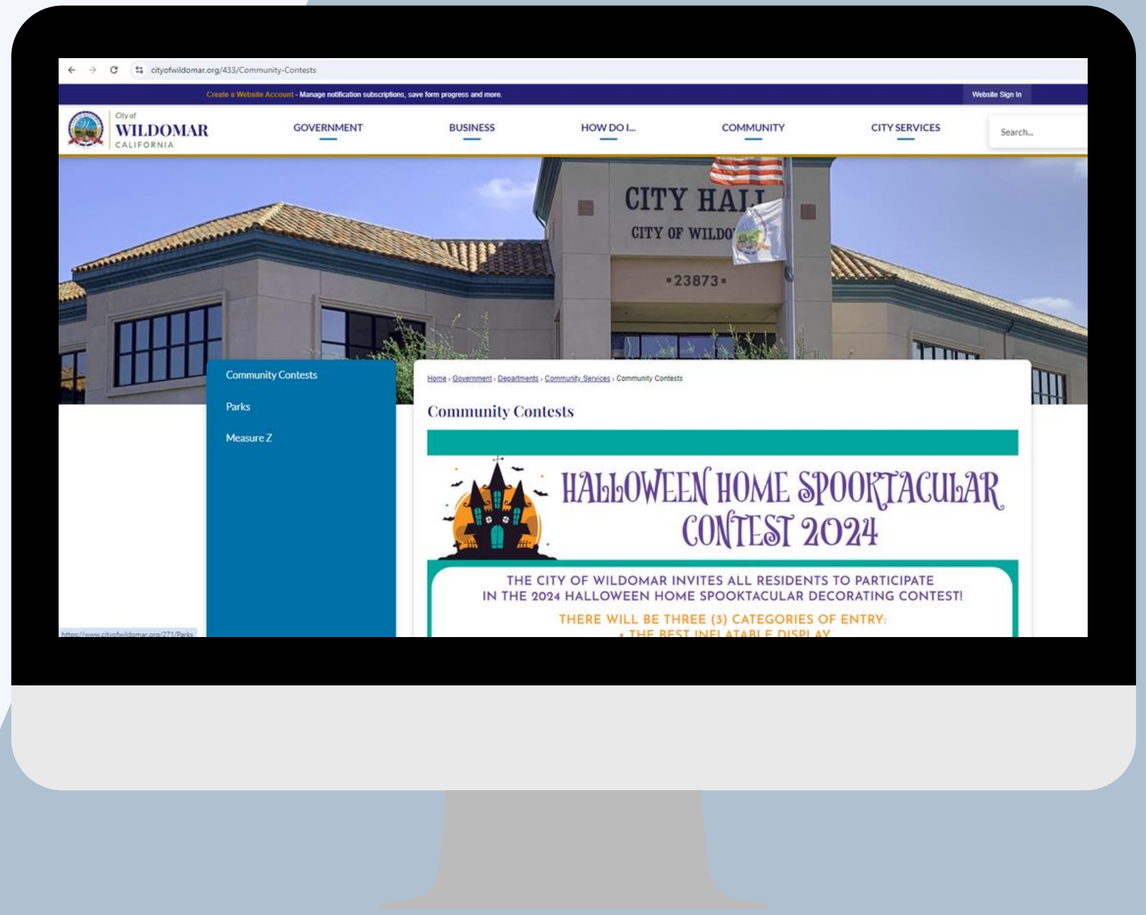
Spooktacular Home Decorating Contest

Registration for Wildomar Residents is open until Thursday, October 10th at 5:00 pm

Judging will take place between October 11th and 13th

The categories are:

- Best Inflatable
- Most Spooky
- Best Theme



SIGN UP!

Contact Us



951-677-7751 ext. 221

csadmin@cityofwildomar.org

www.cityofwildomar.org

21400 Palomar Street

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

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 07-10-2024 Minutes

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

Regular Session 6:00 PM

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

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

ROLL CALL

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

Members absent: None.

Councilmember Nigg arrived at 6:15 p.m.

Staff in attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Administrative Services Director Schrader, Community Services Director Torres, Economic Development Director Davidson, and Finance Manager Jantz

FLAG SALUTE

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

PRESENTATIONS

1. Parks Make Life Better Month - July 2024
2. Julia Lee Performing Arts Academy Update

DEPARTMENT REPORTS

There were no department reports.

PUBLIC COMMENTS

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

1. James Prestininzi, representing Herwood Building Supplies
2. Alicia Flores

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to approve the agenda as presented, with the exception of moving Item# 3.3 to be heard before 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) CONSENT CALENDAR

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

Motion Approved: 5 - 0

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

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

Approved the minutes as presented.

1.2) June 2024 City Warrant Register

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 06-06-2024 in the amount of $276,951.38
2. Warrant Register dated 06-13-2024 in the amount of $195,333.56
3. Warrant Register dated 06-20-2024 in the amount of $522,125.27
4. Warrant Register dated 06-24-2024 in the amount of $16,756
5. Warrant Register dated 06-27-2024 in the amount of $152,277.84
6. Wire Transfer Register dated 06-30-2024 in the amount of $55,153.32.7. Payroll Register dated 07-01-2024 in the amount of $259,328.54

1.3) May 2024 City Treasurers Report

Approved the Treasurer's Report for May 2024

1.4) Avalino Parkway Maintenance Agreement (Signal Hill and Church)

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

1.5) First Amendment to Annual Grant Writing Services Agreement with California Consulting Inc.

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

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

Approved and Authorized the City Manager to Execute the Office Lease Amendment with Core Tree Care, Inc.

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

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 48
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO 1) SETTLE CLAIMS AGAINST THE KROGER CO. IN THE NATIONAL OPIOID LITIGATION AND 2) ELECT TO RECEIVE DIRECT PAYMENT OF FUNDS UNDER THE SETTLEMENTS WITH THE OTHER DEFENDANTS

1.8) Ratify Amended Agreement for Law Enforcement Services FY 2024-25 through FY 2026-27

Authorized the Mayor to Ratify the Agreement.

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

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 49
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY

FACILITIES DISTRICT NO. 2013-1 (SERVICES) TAX ZONE 12, FOR FISCAL YEAR 2024-25

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

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

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

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

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

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

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

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

2) PUBLIC HEARINGS

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

Mayor Moore opened the Public Hearing.

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

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 50
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

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) FY2023-24 4th Quarter Budget Report

Finance Manager Jantz presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to approve the Fiscal Year 2023-24 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - 51
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED 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

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

Public Works Director Farag presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Authorize the City Manager to execute the MOU between the City of Wildomar and the County of Riverside's Department of Environmental Health.

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 Introduce and Approve for First Reading an Ordinance entitled:

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

Motion Approved: 5 - 0

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

3.3) Grand Avenue East Side Land Use Designation Discussion

Community Development Director Bassi presented the staff report.

The following individuals provided public comment:

1. Alex Sukhov, representing the Sukhov Family, with time donated by Jody Sukhov, representing the Sukhov Family provided public comment in opposition of Estate Density Residential (EDR) for a total of 6 minutes.

2. Quinten Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

3. Desiree Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

4. Nicolas Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

5. Nathan Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

6. Sherrie Munroe, representing 4M Engineering & Development, provided public comment in opposition of Estate Density Residential (EDR).

7. Phil Caballero, property owner, with time donated by Eileen Gonzales, representing the Gonzales family, provided public comment in opposition of Estate Density Residential (EDR) for a total of 6 minutes.

8. Bruce Linsley, representing L.B.I. Temecula Properties, provided public comment in opposition of Estate Density Residential (EDR).

9. Ann Kiggins, resident, with time donated by Kathy Bundy, resident provided public comment in favor of Estate Density Residential (EDR) for a total of 6 minutes.

10. Trina Gonzales-Van, representing Conrad Gonzales Family, provided public comment.

11. Gary McDaniel, resident, provided public comment in favor of Estate Density Residential (EDR).

12. Evelyn Gonzalez, resident, provided public comment in favor of Low Density Residential (LDR).

13. Brian Nefinges, resident, provided public comment in favor of Estate Density Residential (EDR).

14. Frankie Alonso, resident, provided public comment in favor of Estate Density

Residential (EDR).

15. Elizabeth Kuzma, resident, provided public comment in favor of Estate Density Residential (EDR).

16. Marybeth Slane, resident, provided public comment in favor of Estate Density Residential (EDR).

17. Don Saunders, resident, with time donated by Ken Herrera, resident, provided public comment in favor of Estate Density Residential for a total of 6 minutes.

Moved by Dustin Nigg; seconded by Carlos Marquez to Keep the existing General Plan Land Use designation of Low Density Residential (LDR) for the East Side of Grand Avenue.

Motion Approved: 4 - 1

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

CITY MANAGER REPORT

1. Fencing Options for Bundy Canyon Rd. and Monte Vista Dr. at the future Riverside County Flood Control Lateral C Basin: Directed staff to bring back the item with additional options for discussion.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:12 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 8:12 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 Dustin Nigg; seconded by Ashlee DePhillippo 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 Carlos Marquez 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) April 10, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

4.2) June 2024 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 06-06-2024 in the amount of $266.92
2. Warrant Register dated 06-13-2024 in the amount of $3,564.66
3. Warrant Register dated 06-20-2024 in the amount of $133.20.

4.3) May 2024 Cemetery Treasurers Report

Approved the Treasurer's Report for May 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 8:13 p.m.

Submitted by:



_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: September 11, 2024

SUBJECT: August 14, 2024 - City Council/Cemetery District Regular Minutes

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 08-14-2024 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, AUGUST 14, 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 Jex, City Clerk Morales, Economic Development Director Davidson, Community Services Director Torres, Finance Manager Jantz, Code Enforcement Manager Berroteran, and Human Resources and Risk Manager Wolf

FLAG SALUTE

The flag salute was led by August 3, 2024 Fire Incident Volunteer Marie

PRESENTATIONS

1. Certificates of Recognition for Volunteers - Fire Incident August 3, 2024

DEPARTMENT REPORTS

Police Department Quarterly Update

Fire Department Quarterly Update

Wildomar Library Quarterly Update

Economic Development Legislative Update

PUBLIC COMMENTS

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

1. Carlos Bonilla, Calwest
2. Jeane, Park Anne Sullivan

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by 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

1) CONSENT CALENDAR

Councilmember Morabito pulled agenda items # 1.10, 1.12 and 1.13 for staff presentations.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to approve items #1.1 through 1.12 of 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) May 8, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

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

Approved the minutes as presented.

1.3) July 2024 Warrant Register

Approved 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

Approved the Treasurer's Report for June 2024.

1.5) 2nd Reading of Ordinance No. 242

Adopted 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)

Authorized 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)

Authorized 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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 52
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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 53
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.

Authorized 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

1. Received and filed the 2024 Local Agency Biennial Notice; and

2. Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 54
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

Received and filed the kick off of the 2024 Home Decoration Contest.

1.13) National Clean Up Day Event MOU with Wildomar Community & Parks Foundation

Mayor Moore recused herself due to a Conflict of Interest.

Moved by Joseph Morabito; seconded by Dustin Nigg to
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.

Motion Approved: 4 - 0

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

2) PUBLIC HEARINGS

No items scheduled.

3) GENERAL BUSINESS

3.1) Purchase of City Vehicles

Finance Manager Jantz presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to
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

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

City Clerk Morales presented the staff report.

Moved by Joseph Morabito; seconded by Carlos Marquez to Ratify Council Member Morabito as the Voting Delegate, Mayor Moore as one alternate and Mayor Pro Tem DePhillippo as another alternate for the League of California Cities Annual General Business Meeting.

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

There was no City Manager Report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 7:21 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair Moore at 7:22 p.m.

ROLL CALL

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

Members absent: None.

Trustee Nigg arrived at 7:22 p.m.

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 Carlos Marquez to approve the agenda as presented.

Motion Approved: 4 - 0

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

4) CEMETERY CONSENT CALENDAR

Moved by Joseph Morabito; seconded by Carlos Marquez 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) May 8, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

4.2) June 12, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

4.3) July 2024 Cemetery Warrant Register

Approved 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

Approved the Treasurer's Report for June 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 7:22 p.m.

Submitted by:

Janet Morales

_____

Janet Morales, CMC
City Clerk

SUBJECT: August 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 08-01-2024 in the amount of $851,764.80.
2. Warrant Register dated 08-08-2024 in the amount of $142,764.67.
3. Warrant Register dated 08-15-2024 in the amount of $175,541.19.
4. Warrant Register dated 08-22-2024 in the amount of $16,836.46.
5. Warrant Register dated 08-29-2024 in the amount of $15,762.50.

For Fiscal Year 2024/2025:
1. Warrant Register dated 08-01-2024 in the amount of $7,707.94.
2. Warrant Register dated 08-08-2024 in the amount of $41,511.98.
3. Warrant Register dated 08-15-2024 in the amount of $137,016.25.
4. Warrant Register dated 08-22-2024 in the amount of $198,984.23.
5. Warrant Register dated 08-29-2024 in the amount of $1,413,184.04.
6. Wire Transfer Register dated 07-31-2024 in the amount of $20,990.77
7. Payroll Register dated 08-01-2024 in the amount of $286,901.06.

SUMMARY:
August 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:
Aug 2024 Warrant Register.pdf

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
218588	8/1/2024	000080	BURKE, WILLIAMS AND SORENSON,, LLF	324000		LEGAL FEES - JUNE 2024 CITY ATTORNEY RET	60,183.92
						Total :	**60,183.92**
218589	8/1/2024	000081	CALIFORNIA BUILDING STANDARDS, COI	73024A		CALIFORNIA BUILDING STANDARDS ADMIN REVO	1,453.50
						Total :	**1,453.50**
218590	8/1/2024	000082	DEPARTMENT OF CONSERVATION, DIVIS	73024B		SMIP FEES APRIL 2024-JUNE 2024	4,204.68
						Total :	**4,204.68**
218591	8/1/2024	000054	DEPARTMENT OF TRANSPORTATION	SL241175		SIGNAL & LIGHTING BILLING APRIL 2024 - J	4,272.73
						Total :	**4,272.73**
218592	8/1/2024	000022	EDISON	071924-7151		06/13/24-07/15/24 ELECTRICITY CHARGES	8,567.70
						Total :	**8,567.70**
218593	8/1/2024	000012	ELSINORE VALLEY MUNICIPAL, WATER D	13102984		06/12/24-07/13/24 WATER ZONE 42 LOC 01 M	1,255.62
				13103236		06/12/24-07/13/24 WATER ZONE 42 LOC 03 M	317.03
				13103237		06/12/24-07/13/24 WATER ZONE 42 LOC 01 M	436.44
				13105914		06/16/24-07/16/24 WATER ZONE 3 LOC 23 M1	287.63
				13106123		06/16/24-07/16/24 WATER ZONE 30 LOC 2	98.98
				13106163		06/16/24-07/16/24 WATER ZONE 3 LOC 49 M1	74.62
				13106416		06/16/24-07/16/24 WATER ZONE 51 LOC 1	184.28
				13106580		06/16/24-07/16/24 WATER BASEBALL FIELD	1,738.07
				13106621		06/16/24-07/16/24 WATER WINDSONG PARK	869.02
				13107127		06/16/24-07/16/24 WATER ZONE 3 LOC 29 M1	486.85
				13107204		06/16/24-07/16/24 WATER ZONE 3 LOC 29 M2	272.16
				13107207		06/16/24-07/16/24 WATER ZONE 30 LOC 1	318.22
				13107305		06/16/24-07/16/24 WATER ZONE 3 LOC 42 &	840.36
				13107701		06/16/24-07/16/24 WATER 22450 1/2 CERVER	116.77
				13107943		06/16/24-07/16/24 WATER 22450 CERVERA	159.75

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218593	8/1/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			13109030		06/16/24-07/16/24 WATER ZONE 62 - 22933	228.90
			13109117		06/16/24-07/16/24 WATER ZONE 67 - ARNNET	149.69
			13109526		06/16/24-07/16/24 CFD 2022-1 NE WILDOMAR	62.44
			13109819		06/17/24-07/18/24 WATER ZONE 3 LOC 35 M1	598.58
			13110023		06/17/24-07/18/24 WATER CITY HALL	326.69
			13112841		06/17/24-07/18/24 WATER 24707 PRELIPP RD	750.14
					Total :	**9,572.24**
218594	8/1/2024	001325 GEOCON WEST, INC.	724060402		CIP 026-1 THROUGH 6/30/24	2,365.50
			724060415		CONTRACTUAL SVC THROUGH 06/30/24	4,182.50
					Total :	**6,548.00**
218595	8/1/2024	000499 INLAND EMPIRE LANDSCAPE INC	43695		JUNE 2024 LANDSCP MARNA O'BRIEN PARK	9,867.40
			43696		JUNE 2024 LANDSCP MAINT ZONE 3	11,545.48
			43843		MARNA O'BRIEN LANDSCAPE IRRIGATION REPAI	3,709.26
			43844		JUNE 2024 LANDSCP IRRIGATION REPAIRS ZON	2,047.37
					Total :	**27,169.51**
218596	8/1/2024	000072 INTERWEST CONSULTING GROUP	361727		BUILDING & SAFETY - APRIL 2024	32,347.56
			410682		GENERAL CITY ADMIN - MAY 2024	19,081.13
			411548		CAPITAL IMPROVEMENT MGMT - MAY 2024	66,083.09
			500300.301		BUILDING & SAFETY FIXED FEES - MAY 2024	31,915.26
					Total :	**149,427.04**
218597	8/1/2024	000677 OLDCASTLE PRECAST INC	90000003432		ZONE 52 - CATCH BASIN INSERT MAINTENANCE	2,497.95
			90000003650		ZONE 62 - CATCH BASIN INSERT MAINTENANCE	1,174.86
					Total :	**3,672.81**
218598	8/1/2024	001107 PLACEWORKS	83601		JUNE 2024 CONTRACTRUL SVC - BUNDY CANYON	1,882.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218598	8/1/2024	001107 001107 PLACEWORKS	(Continued)		**Total :**	**1,882.50**
218599	8/1/2024	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000046337		CONTRACT LAW ENFORCEMENT THROUGH 06/30/2	500,093.69
					Total :	**500,093.69**
218600	8/1/2024	000918 TKE ENGINEERING INC	2024-791		TRAFFIC ENGINEERING SERVICES	4,662.00
			2024-793		CONTRACTUAL SVC 06/01/24-06/30/24	457.00
					Total :	**5,119.00**
218601	8/1/2024	000131 WESTERN RIVERSIDE COUNTY, RCA	72524		MSHCP MITIGATION FEES: JUNE 2024	69,597.48
					Total :	**69,597.48**

14 Vouchers for bank code : wf **Bank total :** **851,764.80**

14 Vouchers in this report **Total vouchers :** **851,764.80**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218609	8/8/2024	001002 ARCHITERRA DESIGN GROUP	32599		06/24/24-07/24/24 SI COORDINATION	469.66
			32600		06/24/24-07/24/24 SI COORDINATION	879.93
			32601		06/24/24-07/24/24 SI COORDINATION	759.41
			32602		06/24/24-07/24/24 SI COORDINATION	750.00
			32603		06/24/24-07/24/24 SI COORDINATION	797.46
			32604		06/24/24-07/24/24 CITY PLAN CHECK - 4TH	312.50
			32605		06/24/24-07/24/24 CITY PLAN CHECK - 4TH	500.00
			32606		06/24/24-07/24/24 SI COORDINATION	1,530.63
			32607		06/24/24-07/24/24 LANDSCAPE DESIGNER	156.25
			32608		06/24/24-07/24/24 PROJECT MANAGER	687.50
			32609		06/24/24-07/24/24 LANDSCAPE DESIGNER	187.50
			32610		06/24/24-07/24/24 LANDSCAPE DESIGNER	62.50
					Total :	**7,093.34**
218610	8/8/2024	000034 BIO-TOX LABORATORIES	46173		RC SHERIFF - LAB SERVICES	863.56
			46223		RC SHERIFF - LAB SERVICES	185.00
					Total :	**1,048.56**
218611	8/8/2024	000787 CA ASSOC OF CODE ENFORCEMENT	200029590		OC CERT COURSE - RAUL BERROTERAN	110.00
			200029594		OC CERT COURSE - TINA BAGGIO	110.00
					Total :	**220.00**
218612	8/8/2024	000928 COUNTY OF RIVERSIDE EMD	23-24Q3		EMERGENCY SERVICES COORDINATOR SVCS	11,250.00
					Total :	**11,250.00**
218613	8/8/2024	000037 DATA TICKET, INC.	167004		JUNE 2024 ONLINE ACCESS	420.93
			167621		JUNE 2024 DAILY CITE PROCESSING	510.13
					Total :	**931.06**
218614	8/8/2024	001300 DELL MARKETING L.P.	10747303898		REPLACEMENT DESKTOP	3,496.92
					Total :	**3,496.92**
218615	8/8/2024	001325 GEOCON WEST, INC.	724060416		CONTRACTUAL SVC THROUGH 06/30/24	2,269.50
					Total :	**2,269.50**
218616	8/8/2024	001667 OLDCASTLE INFRASTRUCTURE INC	9000003430		ZONE 59 - CATCH BASIN INSERT MAINTENANCE	489.55

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218616	8/8/2024	001667 001667 OLDCASTLE INFRASTRUCTURE INC	(Continued)		**Total :**	**489.55**
218617	8/8/2024	000778 PARSONS TRANSPORTATION GRP INC	2007A548		PROF SVCS AGREEMENT #7 04/01/24-04/30/24	3,175.64
			2312A369		PROF SVCS AGREEMENT #3 12/01/23-12/29/23	30,470.56
			2404A171		PROF SVCS AGREEMENT #4 01/01/24-01/31/24	55,219.32
			2405A110		PROF SVCS AGREEMENT #78 04/01/24-04/30/2	665.24
			2406A147		PROF SVCS AGREEMENT #79 05/01/24-05/31/2	1,160.52
			2406A564		PROF SVCS AGREEMENT #5 02/01/24-02/29/24	8,942.73
			2406B905		PROF SVCS AGREEMENT #6 03/01/24-03/31/24	3,665.38
			2407A101		PROF SVCS AGREEMENT #80 06/01/24-06/30/2	344.35
			2407A754		PROF SVCS AGREEMENT #8 05/01/24-05/31/24	886.31
			2407A784		PROF SVCS AGREEMENT #9 06/01/24-06/30/24	2,693.69
					Total :	**107,223.74**
218618	8/8/2024	000918 TKE ENGINEERING INC	2024-203		TRAFFIC ENGINEERING - 2/1/2024-2/29/2024	2,896.00
			2024-32		CONTRACTUAL SVC 01/01/24-01/31/24	630.00
			2024-633		SIGN REPLACEMENT, CITY ENTRANCE SIGNS	3,230.00
			2024-794		CONTRACTUAL SVC 03/01/24-06/30/24	1,986.00
					Total :	**8,742.00**

10 Vouchers for bank code : wf **Bank total :** **142,764.67**

10 Vouchers in this report **Total vouchers :** **142,764.67**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218651	8/15/2024	000022 EDISON	071224-2529		06/11/24-07/11/24 22378 BUNDY CANYON RD	352.80
			071524-2838		07/01/24-07/31/24- ELECTRIC CITY HALL	1,471.56
			072921-7258		06/26/24-07/02/24 ELEC 21400 PALOMAR (CE	511.22
			072924-6091		06/26/24-07/28/24 ELEC 21347 COMO ST (LI	157.97
			072924-9129		06/26/24-07/28/24 ELEC - 32637 GRUWELL (	1,762.29
					Total :	**4,255.84**
218652	8/15/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	13090465		06/06/24 - 07/06/24 WATER ZONE 52 LOC 01	156.11
			13090521		06/06/24 - 07/06/24 WATER ZONE 29 LOC 0	52.18
			13090805		06/06/24 - 07/06/24 WATER ZONE 71 LOC 0	265.50
			13091002		06/06/24 - 07/06/24 WATER 32637 GRUWELL	107.68
			13091084		06/06/24-07/06/24 WATER BASEBALL FIELD	4,710.91
			13095795		06/09/24 - 07/09/24 WATER ZONE 3 LOC 7 M	67.44
			13095808		06/06/24-07/06/24 WATER BASEBALL FIELD	200.50
					Total :	**5,560.32**
218653	8/15/2024	002209 GOD'S FAN CLUB, DBA: PROJECT TOUCH	29061-JUN		TO RECORD WILDOMAR CITY SHELTER GRANT -	8,530.00
					Total :	**8,530.00**
218654	8/15/2024	000072 INTERWEST CONSULTING GROUP	457593		CAPITAL IMPROVEMENT MGMT - JUNE 2024	22,778.25
			474398		GENERAL CITY ADMIN - JUNE 2024	20,560.88
			510096		BUILDING & SAFETY PLAN CHECK SERVICES -	18,840.82
					Total :	**62,179.95**
218655	8/15/2024	002056 ORACLE AMERICA, INC.	101493202A		NEW ERP REPLACEMENT (JUNE) 6/24/24-6/28/	7,364.08
					Total :	**7,364.08**
218656	8/15/2024	000918 TKE ENGINEERING INC	2024-627		TRAFFIC ENGINEERING 05/01/24-05/31/24	2,734.00
			2024-628		CIP 026-1, DESING PS&E 05/01/24-05/31/24	36,463.00
			2024-630		TS STREET NAME SIGNS REV OF STANDARD DRA	2,621.00
			2024-631		CIP 026-2, DESIGN PS&E 05/01/24-05/31/24	3,108.00
			2024-792		CIP 025-1, DESIGN PS&E 06/21/24-06/30/24	30,200.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218656	8/15/2024	000918 TKE ENGINEERING INC	(Continued)			
			2024-796		CIP 026-2, DESIGN PS&E 06/01/24-06/31/24	3,292.00
			2024-797		CIP 026-3, DESING/PS&E 02/01/24-06/3024	142.00
			2024-798		CONTRACTUAL SVC 06/01/24-06/30/24	65.00
			2024-799		CONTRACTUAL SVC 06/01/24-06/30/24	520.00
			2024-800		CONTRACTUAL SVC 06/01/24-06/30/24	585.00
			2024-801		CONTRACTUAL SVC 06/01/24-06/30/24	325.00
			2024-802		CONTRACTUAL SVC 06/01/24-06/30/24	455.00
			2024-803		CONTRACTUAL SVC 06/01/24-06/30/24	195.00
			2024-805		CONTRACTUAL SVC 06/01/24-06/30/24	71.00
			2024-806		CONTRACTUAL SVC 06/01/24-06/30/24	1,046.00
			2024-807		CONTRACTUAL SVC 06/01/24-06/30/24	231.50
			2024-808		CONTRACTUAL SVC 06/01/24-06/30/24	723.00
			2024-809		CONTRACTUAL SVC 06/01/24-06/30/24	65.00
			2024-810		CONTRACTUAL SVC 06/01/24-06/30/24	2,124.50
			2024-811		CONTRACTUAL SVC 06/01/24-06/30/24	65.00
			2024-812		CONTRACTUAL SVC 06/01/24-06/30/24	455.00
			2024-813		CONTRACTUAL SVC 06/01/24-06/30/24	65.00
			2024-814		CONTRACTUAL SVC 06/01/24-06/30/24	71.00
			2024-815		CONTRACTUAL SVC 06/01/24-06/30/24	946.50
			2024-816		CONTRACTUAL SVC 06/01/24-06/30/24	130.00
			2024-817		CONTRACTUAL SVC 06/01/24-06/30/24	65.00
			2024-818		CONTRACTUAL SVC 06/01/24-06/30/24	331.00
			2024-819		CONTRACTUAL SVC 06/01/24-06/30/24	556.00
					Total :	**87,651.00**

6 Vouchers for bank code : wf **Bank total : 175,541.19**

6 Vouchers in this report **Total vouchers : 175,541.19**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218677	8/22/2024	001002 ARCHITERRA DESIGN GROUP	32289		04/25/24-05/24/24 SI COORDINATION	125.00
			32290		04/25/24-05/24/24 SI COORDINATION	593.75
			32291		04/25/24-05/24/24 CITY PLAN CHECK - 2ND	406.25
			32292		04/25/24-05/24/24 SI COORDINATION	676.30
			32293		04/25/24-05/24/24 SI COORDINATION	1,160.99
			32294		04/25/24-05/24/24 CITY PLAN CHECK - 3RD	125.00
			32295		04/25/24-05/24/24 CITY PLAN CHECK - 1ST	687.50
			32296		04/25/24-05/24/24 CITY PLAN CHECK - 2ND	375.00
			32297		04/25/24-05/24/24 PROJECT MANAGER	500.00
			32298		04/25/24-05/24/24 LADSCAPE DESIGNER	562.50
			32299		04/25/24-05/24/24 LADSCAPE DESIGNER	31.25
			32300		04/25/24-05/24/24 LADSCAPE DESIGNER	375.00
			32301		04/25/24-05/24/24 DIRECTOR OF PRODUCTION	218.75
			32302		04/25/24-05/24/24 LANDSCAPE DESIGNER	250.00
					Total :	**6,087.29**
218678	8/22/2024	001107 PLACEWORKS	83600		JUNE 2024 CONTRACTUAL SVC - BUNDY CANYON	8,382.55
					Total :	**8,382.55**
218679	8/22/2024	000715 RCIT-GIS, ATTN: ACCOUNTS PAYABLE	IT0000005991		IT SERVICES RELATED TO STREAMING TO THE	2,366.62
					Total :	**2,366.62**

3 Vouchers for bank code : wf **Bank total :** **16,836.46**

3 Vouchers in this report **Total vouchers :** **16,836.46**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218710	8/29/2024	001429 DANIEL PEST CONTROL	24-116		BEEHIVE REMOVAL: LLMD 89-1C ZONE 30 LOC	600.00
			24-117		MARNA O'BRIEN PARK: BE HIVE REMOVAL 6/26	200.00
					Total :	**800.00**
218711	8/29/2024	001573 GRANICUS, LLC	189511		DATA MIGRATION - MEDIA MANAGER	14,000.00
					Total :	**14,000.00**
218712	8/29/2024	001107 PLACEWORKS	83493		MAY 2024 CONTRACTUAL SVC - BUNDY CANYON	962.50
					Total :	**962.50**

3 Vouchers for bank code : wf **Bank total : 15,762.50**

3 Vouchers in this report **Total vouchers : 15,762.50**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218602	8/1/2024	001266 ENVIRONMENTAL SYSTEMS RESEARCH	26215108		ARCGIS ONLINE GIS/CREATOR/FIELD/VIEWER R	6,100.00
					Total :	**6,100.00**
218603	8/1/2024	001450 FRANCHISE TAX BOARD	80124		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
218604	8/1/2024	000685 GREAT AMERICA FINANCIAL SERVIC	37030945		CANON COLOR COPIER SYST. #018-1765784	214.24
					Total :	**214.24**
218605	8/1/2024	001649 HILLSIDE HEATING & A/C INC	71853	0000571	HVAC ANNUAL MAINTENANCE FOR CITY HALL BU	550.00
					Total :	**550.00**
218606	8/1/2024	001983 OCCUPATIONAL HEALTH CENTERS OF, C	83841073		PHYSICAL EXAM W/RAPID ECUP DA SILVA, VIV	213.00
					Total :	**213.00**
218607	8/1/2024	000790 SPARKLETTS	14346613-072024		CITY HALL DRINKING WATER THROUGH 07/20/2	580.70
					Total :	**580.70**
6 Vouchers for bank code :		wf			**Bank total :**	**7,707.94**
6 Vouchers in this report					**Total vouchers :**	**7,707.94**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218619	8/8/2024	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	AUG 2024		ANIMAL CONTROL SERVICE AUG 2024	8,375.00
					Total :	**8,375.00**
218620	8/8/2024	001330 BMW MOTORCYCLES OF RIVERSIDE	6036391/2		BMW MOTORCYCLE MAINTENANCE - SHERIFF	1,073.74
					Total :	**1,073.74**
218621	8/8/2024	001748 CALIFORNIA CONSULTING, INC.	7044	0000561	GRANT WRITING SERVICE - AUG 2024 RETAINE	5,200.00
					Total :	**5,200.00**
218622	8/8/2024	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-2295		CRIME FY 24-25	6,053.14
					Total :	**6,053.14**
218623	8/8/2024	001622 COMMERCIAL BUILDING MANAGEMENT,	70393	0000529	JULY 2024 JANITORIAL SVC - MARNA O'BRIEN	4,760.85
			70394	0000499	JULY 2024 SUPPLIES - MARNA O'BRIEN	372.36
					Total :	**5,133.21**
218624	8/8/2024	000700 CPRS	71924		MEMBER ANNUAL - DIST 11 - ANNELLE R. THR	145.00
					Total :	**145.00**
218625	8/8/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	651868A		PEST CONTROL MARNA (07/10/24)	27.50
					Total :	**27.50**
218626	8/8/2024	000022 EDISON	080124-4487		07/01/24-07/31/24 20505 PALOMAR ST (MARN	65.24
			080124-4487CR		07/01/24-07/31/24 20505 PALOMAR ST (MARN	-8.24
					Total :	**57.00**
218627	8/8/2024	000685 GREAT AMERICA FINANCIAL SERVIC	37085244		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	**214.24**
218628	8/8/2024	001649 HILLSIDE HEATING & A/C INC	72299	0000571	HVAC ANNUAL MAINTENANCE FOR CITY HALL BU	442.42
					Total :	**442.42**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218629	8/8/2024	000016 INNOVATIVE DOCUMENT SOLUTIONS	262495		7/1/24-7/31/24 CONTRACT COPIER SERVICES	1,099.43
					Total :	**1,099.43**
218630	8/8/2024	002188 JEMANE, HEIDI	80724		MILEAGE REIMBURSEMENT 06/01/24-07/31/24	40.20
					Total :	**40.20**
218631	8/8/2024	000647 JOLLY JUMPS	080624		NATIONAL NIGHT OUT	795.00
					Total :	**795.00**
218632	8/8/2024	000185 PITNEY BOWES	3106770386		POSTAGE METER RENTAL 06/16/24-09/15/24	201.85
					Total :	**201.85**
218633	8/8/2024	000186 RIGHTWAY	391155		07/18/24-08/14/24 - PORTA/WASHSTN - WIND	871.34
					Total :	**871.34**
218634	8/8/2024	001921 SCA OF CA, LLC	109435CS		CFD 2013-1 ZONE 2 SWEEPS	4,983.60
					Total :	**4,983.60**
218635	8/8/2024	001101 SIGNS BY TOMORROW	32914		(1) DIGITAL CAL SOLVENT CALENDERED VINYL	70.62
			32937		(1) COROPLAST (2) FR - CORO STAKE	128.35
					Total :	**198.97**
218636	8/8/2024	001720 STERICYCLE, INC	8007866993A		CONTRACTUAL SHREDDING SVC	151.36
					Total :	**151.36**
218637	8/8/2024	001505 THE ENDEAVOR PRODUCTION, GROUP	1162		MAYOR'S MINUTE - JULY 2024 - KP OPENING	500.00
					Total :	**500.00**
218638	8/8/2024	001090 T-MOBILE USA INC	9574105435		CASE INVESTIGATION WI241860001	115.00
					Total :	**115.00**
218639	8/8/2024	000437 VERIZON WIRELESS	9969675574		07/23/24-08/22/24 DATA INT CHRG 9239	5,793.97
			9969675575		07/23/24-08/22/24 DATA INTERNET CHRG 619	40.01
					Total :	**5,833.98**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
21	Vouchers for bank code :	wf			Bank total :	41,511.98
21	Vouchers in this report				Total vouchers :	41,511.98

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218657	8/15/2024	000031 AFLAC, REMITTANCE PROCESSING, CEN	651985		JULY 2024 CITY MANAGER MEDICAL INS. BENE	307.07
					Total :	**307.07**
218658	8/15/2024	002296 BUSTOS, ANDRES	81224		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	7,375.11
					Total :	**7,375.11**
218659	8/15/2024	002297 CALIFORNIA SOLAR INTEGRATORS, INC	81224		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	960.85
					Total :	**960.85**
218660	8/15/2024	001761 CHARTER COMMUNICATIONS	6201080724		CABLE THROUGH 09/07/24 - FS61	5.35
					Total :	**5.35**
218661	8/15/2024	000785 CORELOGIC SOLUTIONS, LLC	82219652		JULY 2024 CODE ENFORCEMENT SOFTWARE	397.75
					Total :	**397.75**
218662	8/15/2024	002118 CORODATA SHREDDING, INC.	RS7016524		FINANCE RECORDS STORAGE 7/1/24-7/31/24	53.95
					Total :	**53.95**
218663	8/15/2024	000011 CR&R INC.	38824		WASTE AND RECYCLING SERVICES 08/01/24-08	832.25
					Total :	**832.25**
218664	8/15/2024	000002 CRYSTAL CLEAN MAINTENANCE	803 O		JULY 2024 - CITY HALL JANITORIAL SERVICE	3,214.75
					Total :	**3,214.75**
218665	8/15/2024	001433 DAVIDSON, KIMBERLY	81224		MILEAGE REIMBURSEMENT 07/29/24-07/30/24	116.04
					Total :	**116.04**
218666	8/15/2024	000027 DIRECT TV	082317220X240713		07/12/24 - 08/11/24 CABLE SERVICES - CIT	168.99
					Total :	**168.99**
218667	8/15/2024	000022 EDISON	080124-4293		07/01/24-07/31/24 CSA22 SALES ACQUISITIO	6,238.96

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218667	8/15/2024	000022 EDISON	(Continued)			
			080624-0828		07/01/24-07/31/24 ELECTRIC WILDOMAR CITY	172.21
			080624-0962		07/01/24-07/31/24 ELECTRIC CFD 2013-001	255.89
			080624-1202		07/01/24-07/31/24 HIDDEN SPRINGS/CLINTON	24.36
			080624-1757		07/01/24-07/31/24 ELECTRIC CFD 2013-001	207.24
			080624-4610		07/01/24-07/31/24 ELECTRIC CFD 2013-001	132.55
			080624-4845		07/01/24-07/31/24 CFD ZONE 2	66.27
			080624-7481		06/12/24-07/14/24 CSA 103	523.87
			080624-7504		07/01/24-07/31/24 CFD 2013-1 ORANGE/CORA	38.26
			080624-7694		07/01/24-07/31/24 CFD ZONE 3	225.39
			080624-8975		07/01/24-07/31/24 CFD ZONE 3	132.53
			080624-9127		07/01/24-07/31/24 ELECTRIC CFD-001 ZONE	251.66
					Total :	**8,269.19**
218668	8/15/2024	001450 FRANCHISE TAX BOARD	81524		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
218669	8/15/2024	002209 GOD'S FAN CLUB, DBA: PROJECT TOUCH	29332-JUL		TO RECORD WILDOMAR CITY SHELTER GRANT -	9,975.00
					Total :	**9,975.00**
218670	8/15/2024	001666 INFINITY TECHNOLOGIES	2729	0000564	JULY 2024 GIS CONTRACTUAL SERVICES	3,200.00
			2781A	0000525	JULY 2024 DATTO OFFICE 365 BACKUP SERVIC	202.50
			2781B	0000503	JULY 202 MONTHLY IT SERVICES	11,300.00
			2781C	0000540	JULY 2024 PROOFPOINBT ESSENTIALS ADVANCE	510.00
			2781D	0000560	JULY 2024 KNOBE4 ORDER	2,424.00
			2781E	0000573	JULY 2024 BLACKBERRY PROTECT 1 YEAR	14,945.00
					Total :	**32,581.50**
218671	8/15/2024	002056 ORACLE AMERICA, INC.	101327870		NEW ERP LICENCES	15,165.00
			101493202B		NEW ERP REPLACEMENT (JULY) 7/01/24-7/19/	18,008.25
					Total :	**33,173.25**
218672	8/15/2024	000185 PITNEY BOWES	72924		POSTAGE METER REFILL 07/29/24	502.25

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218672	8/15/2024	000185 000185 PITNEY BOWES	(Continued)		**Total :**	**502.25**
218673	8/15/2024	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000046315		RIVERSIDE CAL-ID FY 2024-2025 MEMBER AGE	36,632.00
					Total :	**36,632.00**
218674	8/15/2024	002295 SANDOVAL, GILDA	80524		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	585.14
					Total :	**585.14**
218675	8/15/2024	001393 SOCALGAS	80924		07/08/24-08/07/24 GAS - FIRE DEPT 32637	47.60
					Total :	**47.60**
218676	8/15/2024	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11680147		PUBLIC NOTICE - CIP 028-2 & 067-1	1,269.61
			11680156		PUBLIC NOTICE - NOTICE OF ELECTION	498.60
					Total :	**1,768.21**

20 Vouchers for bank code : wf **Bank total :** **137,016.25**

20 Vouchers in this report **Total vouchers :** **137,016.25**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218680	8/22/2024	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020110390	0000473	07/01/24-07/31/24 SECURITY PATROL	9,338.96
			2020110449	0000474	07/01/24-07/31/24 SECURITY PATROL	185.46
					Total :	**9,524.42**
218681	8/22/2024	000088 ACE HARDWARE	308165/3		FACILITIES SUPPLIES	42.29
			308166/3		FACILITIES SUPPLIES	15.49
					Total :	**57.78**
218682	8/22/2024	000031 AFLAC, REMITTANCE PROCESSING, CEN	991640		AUG 2024 CITY MANAGER MEDICAL INS. BENEF	307.07
					Total :	**307.07**
218683	8/22/2024	001627 AMERICAN EAGLE TROPHIES	12326		(1) ENGRAVED PLATE 3 X 18	52.20
					Total :	**52.20**
218684	8/22/2024	000760 ARMADA ADMINISTRATORS	218677		SEP 2024 PREMIUM - CITY MANAGER	4,278.00
					Total :	**4,278.00**
218685	8/22/2024	000663 BUNDY CANYON SUPER STORAGE	82124		YEARLY PAYMENT FOR STORAGE UNIT C15/A7	5,496.00
					Total :	**5,496.00**
218686	8/22/2024	000367 CINTAS CORPORATION	5224177148		CITY HALL FIRST AID & SAFETY	315.83
					Total :	**315.83**
218687	8/22/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	653937A	0000577	PEST CONTROL MARNA (08/13/24)	27.50
					Total :	**27.50**
218688	8/22/2024	002302 DEJARME, ATHENA	82224		DEVELOPERS DEPOSIT REFUND OF UNSUED FUND	2,528.20
					Total :	**2,528.20**
218689	8/22/2024	000027 DIRECT TV	082317220X240813		08/12/24-09/11/24 CABLE SERVICES - CITY	344.23
					Total :	**344.23**
218690	8/22/2024	002301 DOG WASTE DEPOT	724215		O'BRIEN PARK - DOGGIE WASTE BAGS	135.94
					Total :	**135.94**
218691	8/22/2024	000022 EDISON	081224-2529		07/03/24 - 08/11/24 22378 BUNDY CANYON R	642.14
			081324-2838		07/15/24 - 08/12/24 ELECTRIC CITY HALL	1,362.52

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218691	8/22/2024	000022 EDISON	(Continued)			
			081324-3123		07/15/24 - 08/12/24 23873 CLINTON KEITH	306.97
			081324-3487		07/15/24 - 08/12/24 23873 CLINTON KEITH	393.93
			081324-7255		07/15/24 - 08/12/24 23873 CLINTON KEITH	394.21
			081424-3047		07/16/24 - 08/13/24 34311 MISSION TRAIL	96.36
			081424-3243		07/16/24 - 08/13/24 31818 CENTRAL ST LS3	28.57
			081424-3950		07/16/24 - 08/13/24 34311 MISSION TRAIL	30.41
			081424-5361		07/16/24 - 08/13/24 31818 CENTRAL TC1	89.08
			081424-7372		07/16/24 -08/13/24 24211 CLINTON KEITH R	88.61
			081424-8688		07/16/24 - 08/13/24 21458 GRAND AVE TC1	87.62
			081624-0022		07/18/24-08/15/24 22628 WILDOMAR TRAIL T	121.38
			081624-3767		07/18/24-08/15/24 31160 CLINTON KEITH RD	13.98
			081624-5249		07/18/24-08/15/24 32975 WILLOW BAY RD	28.57
			081624-7633		07/18/24-08/15/24 32975 WILLOW BAY RD TC	93.93
			081924-7151		07/16/24-08/13/24 ELECTRIC - TRAFFIC CON	10,847.75
					Total :	**14,626.03**
218692	8/22/2024	001762 EMERGENCY-1 RESPONSE, INC.	4642		EMT SERVICE - MOVIE NIGHT AT WINDSONG PA	183.00
					Total :	**183.00**
218693	8/22/2024	001325 GEOCON WEST, INC.	724070428		CONTRACTUAL SVC THROUGH 07/14/24	1,024.00
					Total :	**1,024.00**
218694	8/22/2024	000685 GREAT AMERICA FINANCIAL SERVIC	37185020		CANON COLOR COPIER SYST. #020-1472515	359.97
			37189561		CANON COLOR COPIER SYST. #016-1585799	214.24
					Total :	**574.21**
218695	8/22/2024	001798 GUARDIAN PLUMBERS	80629580		PROFESSIONAL SERVICES	254.26
					Total :	**254.26**
218696	8/22/2024	001652 MARK THOMAS & COMPANY INC.	52291	0000510	DESIGN SERVICES	378.00
					Total :	**378.00**
218697	8/22/2024	001983 OCCUPATIONAL HEALTH CENTERS OF, C	83997255		PHYSICAL EXAM W/RAPID ECUP DA SILVA, VIV	72.00
					Total :	**72.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218698	8/22/2024	001107 PLACEWORKS	83710		JULY 2024 CONTRACTUAL SVC - GP UPDATE/ER	49,068.00
			83770		JULY 2024 CONTRACTUAL SVC - PROJECT RELA	1,533.75
			83771		JULY 2024 CONTRACTUAL SVC - PROJECT RELA	4,130.00
			83775		JULY 2024 CONTRACTUAL SVC - PROJECT RELA	2,912.50
			83776		JULY 2024 CONTRACTUAL SVC - PROJECT RELA	165.00
			83778		JULY 2024 CONTRACTUAL SVC - PROJECT RELA	6,722.50
			83781		JULY 2024 CONTRACTUAL SVC - CLINTON KEIT	42,719.98
					Total :	**107,251.73**
218699	8/22/2024	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000046315		RIVERSIDE CAL-ID FY 2024-2025 MEMBER AGE	36,336.00
					Total :	**36,336.00**
218700	8/22/2024	001807 ROGERS, ANDERSON, MALODY &, SCOT	75692		JULY 2024 FOR FY23/24 AUDIT - CITY OF WI	12,395.00
					Total :	**12,395.00**
218701	8/22/2024	002052 ST. FRANCIS ELECTRIC	23164149		TRAFFIC SIGNAL MAINTENANCE SERVICES JULY	1,480.75
					Total :	**1,480.75**
218702	8/22/2024	001258 SUNBELT RENTALS, INC.	157498316-0001A		EQUIPMENT RENTAL	382.08
					Total :	**382.08**
218703	8/22/2024	002236 XAV ENTERTAINMENT	000012		STAGE & SOUND - MOVIE NIGHT 8/2/24	960.00
					Total :	**960.00**

24 Vouchers for bank code : wf **Bank total :** **198,984.23**

24 Vouchers in this report **Total vouchers :** **198,984.23**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218713	8/29/2024	002299 A. ANDREWS & SONS LLC	17068	0000581	CITY HALL SEWAGE CLENUP - 2ND FLOOR	2,500.00
					Total :	**2,500.00**
218714	8/29/2024	000088 ACE HARDWARE	308197/3		FACILITIES SUPPLIES	73.87
			308199/3		FACILITIES SUPPLIES	20.63
			308201/3		FACILITIES SUPPLIES	51.63
			308206/3		FACILITIES SUPPLIES	88.40
			308224/3		FACILITIES SUPPLIES	33.04
					Total :	**267.57**
218715	8/29/2024	001002 ARCHITERRA DESIGN GROUP	32551		06/25/24-07/24/24 CIP 099, DESIGN PS&E	5,730.00
			32552		06/25/24-07/24/24 CIP 099, DESIGN PS&E	9,245.25
					Total :	**14,975.25**
218716	8/29/2024	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-2402		TERMINATION FY 24-25	5,347.39
					Total :	**5,347.39**
218717	8/29/2024	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001977		MONTHLY RADIO COMMUNICATION - SHERIFF	761.94
					Total :	**761.94**
218718	8/29/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	654211	0000577	PEST CONTROL CITY HALL (08/16/24)	315.00
					Total :	**315.00**
218719	8/29/2024	001300 DELL MARKETING L.P.	10766500064	0000578	DELL DESKTOP FOR COMMUNITY SERVICES	1,266.20
			1076697044	0000579	REPLACEMENT DESKTOP (PW)	1,456.50
					Total :	**2,722.70**
218720	8/29/2024	000058 DEPARTMENT OF JUSTICE	755881		JULY 2024 FINGERPRINT APPS (1)	49.00
					Total :	**49.00**
218721	8/29/2024	002285 DOWN TO EARTH LAND CLEARING, SOLI	CHABLILS725	0000583	TACTOR MOW	7,800.00
					Total :	**7,800.00**
218722	8/29/2024	002300 DOWNTOWN FORD SALES	9096,9100,9101,9102	0000582	2023 FORD F150 CREWCAB PICKUP 4X4 VIN: 1	176,956.21
					Total :	**176,956.21**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218723	8/29/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12152878		07/10/24-08/10/24 WATER ZONE 3 LOC 25 M1	1,888.42
			13144223		07/06/24-08/06/24 WATER ZONE 52 LOC 1	173.75
			13144279		07/06/24-08/06/24 WATER ZONE 29 LOC 02	50.50
			13144562		07/06/24-08/06/24 WATER ZONE 3 LOC 7 M1	273.13
			13144759		07/06/24-08/06/24 WATER 32637 GRUWELL -	105.11
			13144841		07/06/24-08/06/24 WATER BASEBALL FIELD	7,633.64
			13149562		07/09/24-08/09/24 WATER ZONE 71 LOC 1	111.94
			13149575		07/09/24-08/09/24 WATER HERITAGE PK (AUT	206.02
			13152877		07/10/24-08/10/24 WATER ZONE 3 LOC 25 M2	1,593.30
			13154646		07/10/24-08/10/24 WATER ZONE 3 LOC 24 M1	1,305.78
			13155813		07/10/24-08/10/24 WATER CFD 2013-1, ZONE	599.17
			13155972		07/10/24-08/10/24 WATER MALAGA GATEWAY P	666.04
			13156731		07/13/24-08/13/24 WATER ZONE 42 LOC 01 M	1,310.25
			13156983		07/13/24-08/13/24 WATER ZONE 42 LOC 03 M	315.27
			13156984		07/13/24-08/13/24 WATER ZONE 42 LOC 01 M	438.46
					Total :	**16,670.78**
218724	8/29/2024	001450 FRANCHISE TAX BOARD	82924		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
218725	8/29/2024	000685 GREAT AMERICA FINANCIAL SERVIC	37247479		CANON COLOR COPIER SYST. #018-1765784	214.24
					Total :	**214.24**
218726	8/29/2024	001798 GUARDIAN PLUMBERS	80986449		PROFESSIONAL SERVICES	892.04
					Total :	**892.04**
218727	8/29/2024	001911 HDL SOFTWARE LLC.	SIN042292		JULY 2024 HDL FEES	3,201.93
					Total :	**3,201.93**
218728	8/29/2024	001649 HILLSIDE HEATING & A/C INC	72506	0000571	HVAC ANNUAL MAINTENANCE FOR CITY HALL BU	1,970.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218728	8/29/2024	001649 001649 HILLSIDE HEATING & A/C INC	(Continued)		**Total :**	**1,970.00**
218729	8/29/2024	001933 HONOR PLUMBING CO	758		SERVICE - MAINTENANCE/REPAIR	725.00
					Total :	**725.00**
218730	8/29/2024	001666 INFINITY TECHNOLOGIES	2730		GIS SPECIAL PROJECTS (HOURLY)	722.50
					Total :	**722.50**
218731	8/29/2024	001640 JAMES MCMINN INC	82824A		FINAL PROGRESS PAYMENT AND RETENTION REL	200,463.44
					Total :	**200,463.44**
218732	8/29/2024	002318 JAMES MCMINN INC, AND ATP	82824D		FINAL PROGRESS PAYMENT FOR JMI/ATP GENER	800,539.15
					Total :	**800,539.15**
218733	8/29/2024	002315 JAMES MCMINN INC, AND BMP SOLUTIO	82824E		FINAL PROGRESS PAYMENTAND RETENTION RELE	15,160.00
					Total :	**15,160.00**
218734	8/29/2024	002316 JAMES MCMINN INC, AND MANHOLE ADJ	82824B		FINAL PROGRESS PAYMENT/RETENTION RELEASE	8,224.00
					Total :	**8,224.00**
218735	8/29/2024	002317 JAMES MCMINN INC, AND ROADSAFE	82824F		FINAL PROGRESS PAYMENT AND RETENTION REL	4,600.00
					Total :	**4,600.00**
218736	8/29/2024	002314 JAMES MCMINN INC, AND SUPERIOR	82824C		FINAL PAYMENT/RETENTION RELEASE FOR JMI/	36,557.00
					Total :	**36,557.00**
218737	8/29/2024	000304 JOE A. GONSALVES & SON	161879	0000572	AUG 2024 PROF. CONTRACTUAL LEGISLATIVE A	3,000.00
					Total :	**3,000.00**
218738	8/29/2024	002305 MAJESTIC PRINT INC.	76417		OFFICE ENVELOPES	987.32
					Total :	**987.32**
218739	8/29/2024	001983 OCCUPATIONAL HEALTH CENTERS OF, C	84069828		PHYSICAL EXAM W/RAPID ECUP YEOMANS, HEAT	213.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218739	8/29/2024	001983 001983 OCCUPATIONAL HEALTH CENTERS OF, ((Continued)			**Total :**	**213.00**
218740	8/29/2024	002056 ORACLE AMERICA, INC.	101513810		NEW ERP REPLACEMENT(AUGUST) 7/21/24-8/23	23,852.80
					Total :	**23,852.80**
218741	8/29/2024	001107 PLACEWORKS	83672		JULY 2024 CONTRACTUAL SVC - BUNDY CANYON	5,747.50
					Total :	**5,747.50**
218742	8/29/2024	000042 PV MAINTENANCE, INC.	005-283		CITYWIDE MAINT. CONTRACTUAL SERVICES - J	74,630.21
					Total :	**74,630.21**
218743	8/29/2024	000186 RIGHTWAY	394559		08/15/24-09/11/24 - PORTA/WASHSTN - WIND	803.50
					Total :	**803.50**
218744	8/29/2024	000790 SPARKLETTS	14346613-081724		CITY HALL DRINKING WATER THROUGH 08/17/2	663.53
					Total :	**663.53**
218745	8/29/2024	000378 TEMECULA VALLEY PIPE & SUPPLY	638118A		BASEBALL FIELD DEPT SUPPLIES	402.28
			638120		MARNA O'BRIEN - IRRIGATION	1,033.76
					Total :	**1,436.04**
218746	8/29/2024	001090 T-MOBILE USA INC	9575238097		CASE INVESTIGATION WI241860001	165.00
					Total :	**165.00**

34 Vouchers for bank code : wf **Bank total :** **1,413,184.04**

34 Vouchers in this report **Total vouchers :** **1,413,184.04**

City of Wildomar
Wire Transfer Register
8/31/2024

ACH Date	Payee	Description		Amount
8/1/2024	Wells Fargo	Bank Admin Fee	$	41.00
8/5/2024	Big Easy Storage	Fleet Vehicle Storage	$	299.00
8/5/2024	Big Easy Storage	Fleet Vehicle Storage	$	299.00
8/5/2024	Big Easy Storage	Fleet Vehicle Storage	$	299.00
8/13/2024	Frontier Communications	Monthly Phone and Internet Services	$	81.47
8/13/2024	Viasat, Inc.	Cemetery Phone and Internet	$	177.53
8/13/2024	Viasat, Inc.	Cemetery Phone and Internet	$	417.53
8/16/2024	Frontier Communications	Monthly Phone and Internet Services	$	159.99
8/19/2024	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$	12,898.65
8/20/2024	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$	5,645.98
8/27/2024	Frontier Communications	Monthly Phone and Internet Services	$	614.64
8/27/2024	Frontier Communications	Monthly Phone and Internet Services	$	56.98
		TOTAL	$	20,990.77

City of Wildomar
Payroll Warrant Register
9/1/2024

ACH Date	Payee	Description		Amount
8/15/2024	Heartland Payroll	7/27/2024-8/9/2024	$	142,912.14
8/29/2024	Heartland Payroll	8/10/2024-8/23/2024	$	142,516.50
8/30/2024	Heartland Payroll	8/1/2024-8/31/2024	$	1,472.42
		TOTAL	**$**	**286,901.06**

SUBJECT: July 2024 City Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for July 2024.

SUMMARY:
July 2024 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of July 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.

In over this month, the City made a transfer of excess cash to the investment account in the amount of $5,000,000. The cash came from funds 110, 201, 420, 421, and 461.

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
201-1011
212-1011
300-1011
301-1011
420-1011
421-1011
440-1011
461-1011

ATTACHMENTS:
July 2024 City Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 10,762,957.38	$ 3,241,629.80	(7,447,887.69)	$ 6,556,699.49	5.16957%
		TOTAL	$ 10,762,957.38	$ 3,241,629.80	$ (7,447,887.69)	$ 6,556,699.49	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,054,794.50	$ 5,054,794.50	$ 5,054,794.50	12.53%	N/A	4.550%
Various	CAMP POOL	$ 12,259,517.10	$ 12,259,517.10	$ 12,259,517.10	30.40%	N/A	5.430%
Various	CAMP MANAGED ACCOUNT	$ 22,765,700.48	$ 22,765,700.48	$ 23,015,471.15	57.07%	891	4.590%
	TOTAL	$ 40,080,012.08	$ 40,080,012.08	$ 40,329,782.75	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 46,636,711.57

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	$ 56,396.77	$ 0.00	$ 5,054,794.50	4.550%
100	General	CAMP POOL	$ 4,971,957.04	$ 0.00	$ 22,882.52	$ 0.00	$ 4,994,839.56	5.430%
115	ARPA	CAMP POOL	$ 1,584,955.60	$ 0.00	$ 7,294.47	$ 0.00	$ 1,592,250.07	5.430%
120	AA	CAMP POOL	$ 2,600,828.54	$ 0.00	$ 11,969.84	$ 0.00	$ 2,612,798.38	5.430%
461	DIF Park Ir	CAMP POOL	$ 2,619,809.15	$ 0.00	$ 12,057.19	$ 0.00	$ 2,631,866.34	5.430%
301	ENDWMNT	CAMP POOL	$ 425,803.07	$ 0.00	$ 1,959.68	$ 0.00	$ 427,762.75	5.430%
100	General	CAMP MANAGED ACCOUNT	$ 6,189,014.66	$ 0.00	$ 16,700.33	$ 0.00	$ 6,205,714.99	4.590%
110	DEVAG	CAMP MANAGED ACCOUNT	$ 503,470.64	$ 1,829,099.94	$ 6,266.35	$ 0.00	$ 2,338,836.93	4.590%
120	AA	CAMP MANAGED ACCOUNT	$ 6,292,982.66	$ 0.00	$ 16,955.33	$ 0.00	$ 6,309,937.99	4.590%
201	Measure A	CAMP MANAGED ACCOUNT	$ 0.00	$ 1,170,900.06	$ 3,143.23	$ 0.00	$ 1,174,043.29	4.590%
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,043,148.00	$ 0.00	$ 2,810.02	$ 0.00	$ 1,045,958.02	4.590%
300	CEM	CAMP MANAGED ACCOUNT	$ 1,043,148.00	$ 0.00	$ 2,810.02	$ 0.00	$ 1,045,958.02	4.590%
420	Public Fac	CAMP MANAGED ACCOUNT	$ 0.00	$ 500,000.00	$ 1,342.23	$ 0.00	$ 501,342.23	4.590%
421	Police Fac	CAMP MANAGED ACCOUNT	$ 0.00	$ 500,000.00	$ 1,342.23	$ 0.00	$ 501,342.23	4.590%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,632,789.72	$ 0.00	$ 2,684.45	$ 0.00	$ 2,635,474.17	4.590%
461	DIF Park Ir	CAMP MANAGED ACCOUNT	$ 0.00	$ 1,000,000.00	$ 7,092.60	$ 0.00	$ 1,007,092.60	4.590%
		TOTAL	$ 34,906,304.82	$ 5,000,000.00	$ 173,707.26	$ 0.00	$ 40,080,012.08	

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

8/15/2024
Date

SUBJECT: Memorandum of Understanding (MOU) with the County of Riverside for Richard St. Improvements

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Authorize the City Manager to sign the Memorandum of Understanding (MOU) with the County of Riverside.

SUMMARY:
The County of Riverside is proposing to pave Richard St., a shared road between the County of Riverside and City of Wildomar, at their cost. The City will accept its half of the roadway for maintenance upon completion of the work by the County.

BACKGROUND:
In December 2023, the County of Riverside (County) contacted the City of Wildomar (City) regarding paving Richard Street from Grand Avenue to the end of Richard Street. Richard Street is a non-maintained dirt road located at the southwest City limits between the County and the City, north of Corydon Rd. and west of Grand Ave. The roadway is shared between the County and the City, with one half of the road in each agency's jurisdiction.

The County is proposing to pave Richard St. as a 26’ wide roadway. The County will be the lead agency and will be responsible for paving the entire road, at no cost to the City.

DISCUSSION:
To allow the County to complete the paving of Richard St., a Memorandum of Understanding (MOU) between the City and the County has been proposed to identify roles and responsibilities. A copy of the proposed MOU is included as Attachment A. As outlined in the MOU, the City will agree to accept the portion of Richard Street within its jurisdictional boundary for public use and will also agree to accept the City's half of the road into the City's maintained road system, upon completion of the improvements. The County has agreed to take the same actions on their portion of the road.

After completion of the Richard St. improvements, each agency will be responsible to maintain their respective half of the street. The County and City can also choose to partner on future pavement maintenance on this shared road, with each agency contributing their share to the designated lead agency to perform the maintenance.

Staff recommends that the City Council authorize the City Manager to execute the MOU with the County of Riverside.

FISCAL IMPACT:
As noted in the MOU, the City will agree to issue a no-cost encroachment permit to the County to allow them to perform the work. The City is not responsible for any of the construction costs, but the City will be responsible for the future maintenance of the roadway once it has been paved. Maintenance may be funded through a variety of fund sources including, but not limited to, Gas Tax, Measure A, Measure AA, and RMRA and will be funded through the annual maintenance budget.

ATTACHMENTS:
A - Memorandum of Understanding for Richard St.

MEMORANDUM OF UNDERSTAND BY AND BETWEEN

THE COUNTY OF RIVERSIDE

AND

THE CITY OF WILDOMAR

FOR

RICHARD STREET IMPROVEMENTS

This Memorandum of Understanding (hereinafter "MOU") is entered into this ____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Wildomar, a municipal corporation, (hereinafter "CITY") for the provision of certain roadway improvements on Richard Street located within the jurisdictional boundaries of both the COUNTY and the CITY.

RECITALS

A. WHEREAS, COUNTY and CITY have determined that there is a great need for roadway improvements on Richard Street from Grand Avenue to the end of Richard Street ("End") as shown in Exhibit A (Vicinity Map).

B. WHEREAS, the centerline of Richard Street is the jurisdictional boundary between the COUNTY and CITY.

C. WHEREAS, COUNTY has proposed to use its own forces to pave the length of Richard Street from Grand Avenue to End and County has proposed to pay for said improvements from the COUNTY's Unincorporated Initiative Fund.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. Contingent upon a resolution adopted by the COUNTY Board of Supervisors pursuant to Streets and Highways Code section 1686, to fund one hundred (100) percent of the cost of the Richard Street improvements and to use its own forces to pave the length of Richard Street from Grand Avenue to End as shown in Exhibit A (Vicinity Map). In the event that the COUNTY Board of Supervisors does not adopt said resolution, this MOU shall be terminated and be of no force and effect.

2. Contingent upon a resolution adopted by the COUNTY Board of Supervisors and concurrent with action by the

CITY to accept the portion of Richard Street within the jurisdictional boundary of CITY for public use, the COUNTY to accept the portion of Richard Street within the jurisdictional boundary of COUNTY for public use upon completion of the Richard Street improvements.

3. Contingent upon a resolution adopted by the COUNTY Board of Supervisors and concurrent with action by the CITY to accept the portion of Richard Street within the jurisdictional boundary of CITY into the CITY's maintained road system, the COUNTY to accept the portion of Richard Street within the jurisdictional boundary of COUNTY into the COUNTY's maintained road system upon completion of the Richard Street improvements.

SECTION 2 • CITY AGREES:

1. To accept the portion of Richard Street within the jurisdictional boundary of CITY for public use upon completion of the Richard Street improvements.
2. To accept the portion of Richard Street within the jurisdictional boundary of CITY into the CITY's maintained road system upon completion of the Richard Street improvements.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. Construction by COUNTY of improvements for Richard Street shall not be commenced until an Encroachment Permit to COUNTY authorizing such work has been issued by CITY at no cost to COUNTY.
2. Ownership and title to all materials, equipment, and appurtenances installed as part of the Richard Street improvements will be automatically vested within the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership.
3. After completion of the Richard Street improvements, neither COUNTY nor CITY shall be responsible for any maintenance of the Richard Street improvements that are located outside of their respective right of way boundaries.
4. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
5. This MOU and the exhibits herein contain the entire agreement between the parties, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt

with herein or the duties of any party in relation thereto, not expressly set forth in this MOU, is null and void.

6. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties not parties to this MOU or affect the legal liability of either party to the MOU by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

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

8. This MOU shall terminate upon completion of the Richard Street improvements and acceptance of Richard Street for public use and into the COUNTY’s and CITY’s maintained road systems as set forth above or upon mutual agreement of the parties unless otherwise set forth herein.

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Dennis Acuna

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

_____ Dated: _____

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

CLERK OF THE BOARD

_____ Dated: _____

Deputy

(SEAL)

CITY OF WILDOMAR Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

TITLE

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT A

VICINITY MAP

EXHIBIT “A”
RICHARD STREET
LEGAL DESCRIPTION

ALL THOSE PORTIONS OF LAND LYING WITHIN SECTIONS 28 AND 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND WITHIN RANCHO LA LAGUNA (STEARNS) DESCRIBED AS FOLLOWS:

PARCEL 1

ALL OF LOT “A” OF PARCEL MAP 8388, BOOK 48, PAGE 62 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

CONTAINING 0.29 ACRES, MORE OR LESS.

SEE EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 2

THE NORTHWESTERLY 30.00 FEET OF THAT CERTAIN 60.00 FOOT WIDE PARCEL OF LAND DESCRIBED BY DECLARATION OF DEDICATION RECORDED MARCH 11, 1964 IN BOOK 3634, PAGE 384, OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

CONTAINING 0.36 ACRES, MORE OR LESS.

SEE EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

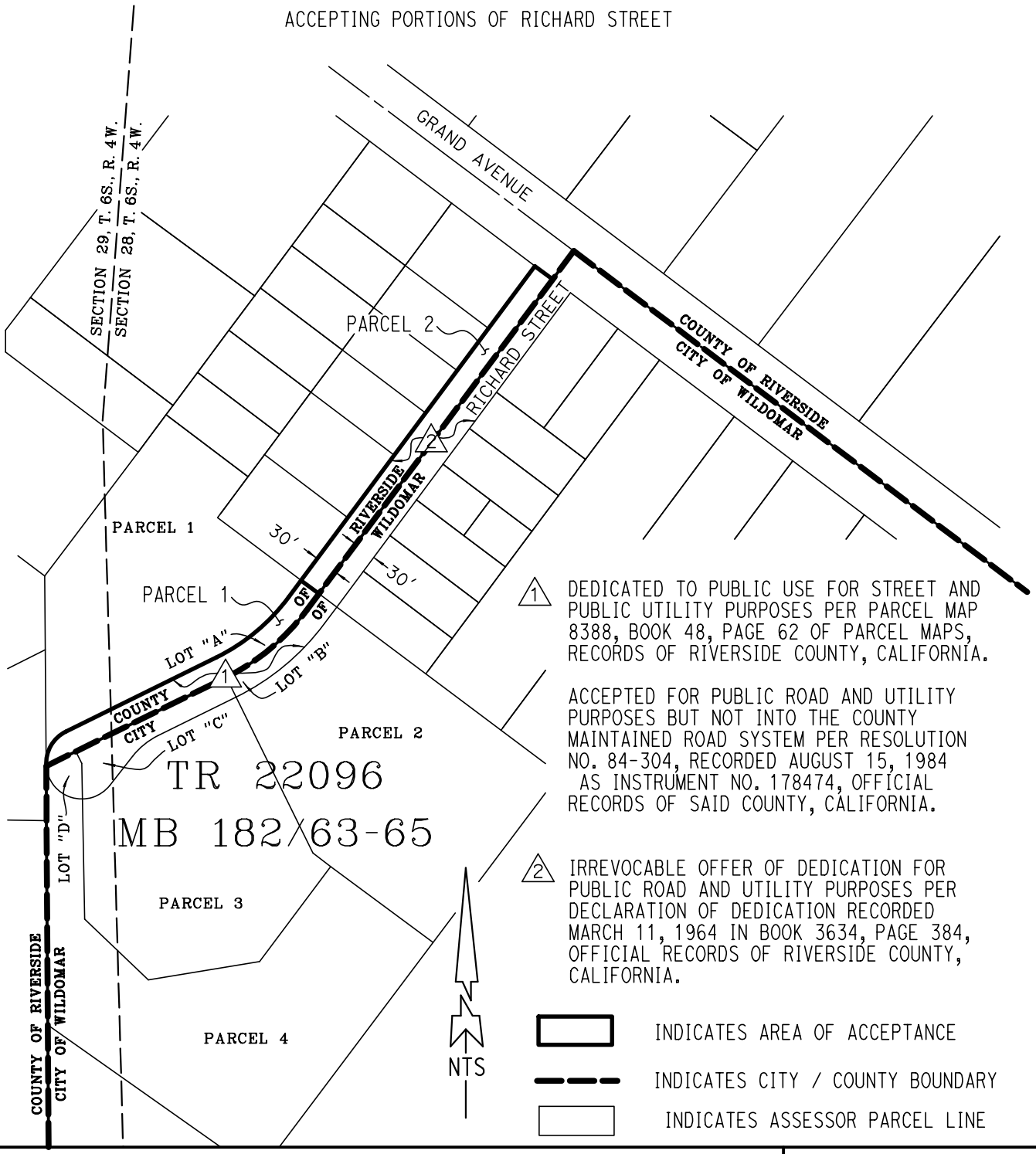
RYAN HOLM, P.L.S. 9472

6/19/2024
DATED:



EXHIBIT "B"

ACCEPTING PORTIONS OF RICHARD STREET



1 DEDICATED TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES PER PARCEL MAP 8388, BOOK 48, PAGE 62 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ACCEPTED FOR PUBLIC ROAD AND UTILITY PURPOSES BUT NOT INTO THE COUNTY MAINTAINED ROAD SYSTEM PER RESOLUTION NO. 84-304, RECORDED AUGUST 15, 1984 AS INSTRUMENT NO. 178474, OFFICIAL RECORDS OF SAID COUNTY, CALIFORNIA.

2 IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROAD AND UTILITY PURPOSES PER DECLARATION OF DEDICATION RECORDED MARCH 11, 1964 IN BOOK 3634, PAGE 384, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

INDICATES AREA OF ACCEPTANCE

INDICATES CITY / COUNTY BOUNDARY

INDICATES ASSESSOR PARCEL LINE

ALL DATA SHOWN HEREON, PER THE ASSOCIATED REFERENCE

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: D300085D	PROJECT: ACCEPTING A PORTION OF RICHARD STREET
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: R. HOLM	
DATE: 6/19/2024	
SHEET 1 OF 1	APPROVED BY: Ryan L. Holm DATE: 6/19/2024

PROFESSIONAL LAND SURVEYOR
RYAN LEONARD HOLM
No. 9472
Exp. 9-30-24
STATE OF CALIFORNIA

SUBJECT: Tri-Party Consultant Service Agreement for "The Bluffs at Hidden Springs" Specific Plan and EIR (PLN 24-0048)

SUBMITTED BY: Matthew Bassi, Community Development Director

PREPARED BY: Matthew Bassi, Community Development Director

ACTION:
1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, The Bluffs at Hidden Springs, LLC, Inc. and PlaceWorks, Inc. for the preparation of The Bluffs Specific Plan (SP) and Environmental Impact Report (EIR); and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Specific Plan and Environmental Impact Report for the Bluffs at Hidden Springs Project.

SUMMARY:
The Planning Department on August 15, 2024 received a new/updated development application package for a proposed Specific Plan and EIR for the "Bluffs @ Hidden Springs" Specific Plan and EIR. The Applicant (The Bluffs at Hidden Springs, LLC, Tom Clark) is proposing the following development applications for Planning Commission and City Council review and consideration:

1) **CEQA/EIR:** In accordance with California Code of Regulations Title 14, Article 7 of the CEQA Guidelines, the Bluffs at Hidden Springs Specific Plan project requires preparation and certification of an EIR to address environmental impacts associated with the project.

2) **General Plan Amendment (GPA)/Change of Zone (CZ):** The Applicant is requesting a GPA and CZ to change the new General Plan land use and zoning designations from Mixed Use High (MUH, 30 units/acre) to Mixed Use Low (MUL, 5 - 30 units/acre) to create more flexibility in the design and marketability of the specific plan. Both the GPA and CZ requires Planning Commission and City Council review.

3) **Specific Plan (SP):** In accordance with California Government Code Section 65450 et seq., and Chapter 17.08 of the Wildomar Municipal Code, the proposed project will require the preparation and approval of a Specific Plan for the 165-acre +/- project area. The SP requires Planning Commission and City Council review.

4) **Tentative Tract Map (TTM):** In accordance with Title 16 (Subdivisions) of the WMC, implementation of the Specific Plan will require subdivision of the 165-acre project area to meet the mixed use needs of the Applicant to sell and develop individual parcels under the

specific plan land use and development standards.

DISCUSSION:
Based on review of the proposed development applications, and in accordance with California Environmental Quality Act (CEQA), the Planning Department has determined that the proposal by the Applicant will require the preparation and processing of an EIR and Specific Plan. In a bit of a different approach, the Applicant has requested that the City take the lead on preparing the EIR, Technical Studies and Specific Plan document (the Tentative Tract Map will be prepared by the Applicant's Engineering team and submitted to the City for review and compliance).

To accommodate this request, the Planning Department has asked our on-call CEQA and Staff consultant team (PlaceWorks, Inc.) to submit a Scope of Work and Budget to prepare the EIR, Technical Studies and Specific Plan document. It is important to note that PlaceWorks is one of four on-call CEQA consultants the city has and the Applicant has specifically chosen PlaceWorks to prepare the documents based on their experience in these areas. It is also important to note that PlaceWorks will be directly under contract with the City and not the Applicant. The Applicant has reviewed the scope of work and budget and has agreed to pay the costs in accordance with city rules and policies.

To accommodate this arrangement, a tri-party agreement must be approved by the City Council before any work begins on project. The EIR, Technical Studies, and SP budget for the project has a total compensation of a "not-to-exceed" amount of $960,859. With the City's standard CEQA administrative charge of $10,362 and City Attorney charges of $35,000, the total cost to prepare the EIR and Specific Plan is $1,006,221. This cost will be paid by the Applicant and all work will be charged against the EIR/SP account.

In accordance with the provisions of the agreement, the Applicant is being permitted to pay the total cost of the EIR/SP in three (3) payments. City and Applicant agree that the total cost will be paid in three (3) installments. The first payment of $335,407 shall be due on or before October 1, 2024. The second payment of $335,407 shall be due on or before February 1, 2025. The 3rd (final) payment of $335,407 shall be due on or before June 1, 2025. The first payment will allow Staff and PlaceWorks to begin the EIR/SP process. The estimated time frame to prepare and process the EIR/SP is approximately 18 months, including public hearings before the Planning Commission and City Council.

FISCAL IMPACT:
The preparation of the EIR, Technical Studies, and Specific Plan are the sole responsibility of the Applicant (The Bluffs at Hidden Springs, LLC, Tom Clark) as outlined in the Tri-Party Agreement and the City bears no costs with their completion. The Applicant has also paid the required fixed fee application fees ($59,882) which will cover the City's costs of processing the Specific Plan, General Plan Amendment, Change of Zone, and Tentative Tract Map development applications. All staff and contractor costs associated with the processing of these applications have already been budgeted for in the General Fund.

ACCOUNT CODE:
100-430-4320

ATTACHMENTS:
Attach A-MND-Tri Party Agreement 9-11-24 - signed.pdf

THE BLUFFS SPECIFIC PLAN AND CEQA/EIR DOCUMENT PREPARATION AND DEPOSIT CONTRACT

The Bluffs Specific Plan and CEQA/EIR Document Preparation and Deposit Contract ("Contract") is made and entered into as of **September 11, 2024**, by and among the City of Wildomar, a California municipal corporation, ("City"), The Bluffs at Hidden Springs, LLC ("Applicant"), and PlaceWorks, Inc. ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

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

B. The California Government Code Section 65450 et seq. and Chapter 17.08 of the Wildomar Municipal Code establishes the requirements for preparation of a Specific Plan be prepared directly by, or under contract to, the legal agency.

C. Applicant has applied to the City for one or more land use approvals for that project ("Project") more particularly described in the "Project Description" attached hereto and incorporated herein by reference as Exhibit "A" (The Bluffs Specific Plan and EIR).

D. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that an Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP) ("CEQA/Specific Plan Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA/Specific Plan Document required for the Project is final and conclusive.

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

F. Applicant and Consultant acknowledge that as lead agency, the City is responsible for complying with California Government Code Section 65450 et seq. (Specific Plan) and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq] and is responsible for the adequacy of the specific plan and environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA/Specific

Plan Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA/Specific Plan Document is to be prepared and completed to reflect City's independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

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

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

I. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA/Specific Plan Document, including the Specific Plan, which has been determined to be necessary for the Project.

OPERATIVE PROVISIONS

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

Article 1.0 Applicants Obligations

1.1 CEQA/EIR, Technical Studies and Specific Plan Document Costs. Applicant agrees to pay all costs incurred for the preparation and completion of the CEQA/EIR, Technical Studies and Specific Plan documents in the amount of $1,006,221.

1.2 Consultant Charges. The consultant's estimated charge for services and reimbursable expenses for preparation and completion of the CEQA/EIR, Technical Studies, and Specific Plan documents, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit C is $960,859

1.3 City Charges. The city's estimated CEQA administrative charge, including charges by the City Attorney, for review and processing of the CEQA/EIR and Specific Plan documents is $45,362.

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

1.4.1 CEQA/EIR, Technical Studies, and Specific Plan Payment. City and Applicant agree that the total cost will be paid in three (3) installments. The first payment of $335,407 shall be due on or before October 1, 2024. The second payment of $335,407 shall be due on or before February 1, 2025. The 3rd (final) payment of $335,407 shall be due on or before June 1, 2025.

1.4.2 Subsequent Payments. The applicant shall be responsible for making subsequent payments with the City, if necessary. At such time as a subsequent payment is needed, the City shall invoice the Applicant for a subsequent payment in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA/Specific Plan documents. Applicant shall pay the invoiced amount with City within ten (10) business days after receipt of such invoice.

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

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

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

imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost, expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA/Specific Plan Document by any litigant.

1.7 Peer Review. Applicant agrees to pay all costs associated with peer review of any document prepared in connection with the CEQA/Specific Plan Document if a valid public controversy arises with respect to the CEQA/Specific Plan Document. Peer review shall be conducted by the Applicant hiring an environmental consulting firm approved by the City to critique the adequacy of the CEQA/Specific Plan Document (or any technical document pertaining thereto) so that the appropriate approval body can make an informed decision with respect to the environmental effects of the Project. For purposes of this section, a valid public controversy shall mean any of the following:

(1) submission of other differing scientific opinions with respect to the CEQA/Specific Plan Document;

(2) submission of credible evidence in opposition to evidence contained within the CEQA/Specific Plan Document;

(3) submission of additional credible information which was omitted from the CEQA/Specific Plan Document.

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA EIR, Technical Studies and Specific Plan Document. Consultant shall prepare the CEQA EIR, Technical Studies and Specific Plan Document identified in Attachment A (Scope and Budget) of this Agreement (i.e., Environmental Impact Report and Specific Plan), including the Final EIR document.

2.2 Attendance at Public Hearings. The Consultant shall attend all public hearings in connection with the subject proposed Project.

2.3 City Documents. The City shall maintain ownership, custody and control over all documents prepared by Consultant including, but not limited to, all CEQA/Specific Plan Documents.

2.4 Meetings. Both Applicant and Consultant agree not to hold meetings concerning the subject proposed Project without the City present.

Article 3.0 City Obligations

3.1 Review Materials. The City shall review and analyze all materials submitted in connection with the CEQA/Specific Plan Documents as timely as practicable under the circumstances. City shall timely notify and work with Consultant regarding changes or modifications to any CEQA/Specific Plan Documents.

3.2 Coordinate Meetings of Parties. The City shall use its best efforts to coordinate and arrange meetings between City, Consultant and Applicant from time to time as the need arises.

3.3 Submit to Approval Body. Upon the satisfactory completion of the CEQA/Specific Plan Document and all other City application processing requirements, City shall submit the Project for a hearing to the appropriate approval body of the City.

Article 4.0 Indemnity

4.1 Indemnity. The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Article 5.0 General Provisions.

5.1 Attorney's Fees. In the event any action is instituted to enforce the terms of this Contract, including any action to recover damages, to obtain injunctive relief, or to appeal any judgment or order of the court, the prevailing party in such action shall be entitled to entry of judgment for an amount equal to its reasonable attorneys' fees, expert witness fees and costs, and costs of suit in addition to such other relief to which it may be entitled. The provisions of this subsection shall in no way limit the scope of either party's obligations under this Contract.

5.2 Assignment. This Contract and any and all rights, duties and obligations set forth herein shall not be assigned or transferred by any party.

5.3 Amendments. This Contract may be amended only by a document in writing and signed by each of the parties to this Contract.

5.4 Entire Agreement. This Contract contains the entire agreement and understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements oral or written, are merged herein, and shall be of no force or effect. California law shall govern the interpretation and enforcement of this Contract.

5.5 Severability. If any covenant, term or condition of this Contract or any application thereof shall be invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.6 Authority. The parties hereto warrant and represent that each has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder and that the execution and delivery of this Contract have been duly authorized.

5.7 Effective Date of Contract. This Contract shall not become effective until the date it has been executed by the appropriate authorities of City, Consultant & Applicant.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the effective date set forth above.

"CITY"

City of Wildomar

By:

Daniel A. York, City Manager

"APPLICANT"

The Bluffs at Hidden Springs, LLC

By:

Tom Clark (Aug 29, 2024 12:03 PDT)

Tom Clark, Co-Manager

By:

Louis Dargenzio (Aug 29, 2024 12:00 PDT)

Louis Dargenzio, Co-Manager

"CONSULTANT"

PlaceWorks, Inc.

By:

Kara L. Kosel, Vice President of Finance

ATTEST:

Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

EXHIBIT "A"

Project Description

The applicant is proposing a Specific Plan and Environmental Impact Report for the development of a 165-ace +/- master planned community to be known as "The Bluffs at Hidden Springs." The proposed project will also include a general plan amendment and zone change to change the land use and zoning designations from Mixed-Use High (MUH) to Mixed Use Low (MUL) and a tentative tract map to subdivide the 165-acre site into various parcels to accommodate the mixed use development that will include a variety of commercial retail, office and hotel uses and single and multi-family residential uses in compliance with the adopted Specific Plan.

The project will require the following applications for consideration by the Planning Commission and City Council.

1) Environmental Impact Report (EIR): In accordance with California Code of Regulations Title 14, Article 7 of the CEQA Guidelines, the Bluffs at Hidden Springs Specific Plan project requires preparation and certification of an EIR to address environmental impacts associated with the project.

2) General Plan Amendment (GPA)/Zone Change (ZC): In accordance with Chapter 17.08 of Wildomar Municipal Code, The Applicant is requesting a GPA and CZ to change the new General Plan land use and zoning designations from Mixed Use High (MUH, 30 units/acre) to Mixed Use Low (MUL, 5 - 30 units/acre) to create more flexibility in the design and marketability of the specific plan. Both the GPA and CZ requires Planning Commission and City Council review.

3) Specific Plan (SP): In accordance with Chapter 17.08 of the Wildomar Municipal Code, the proposal project requires approval of a Specific Plan to develop the 165-ace +/- master planned community.

4) Tentative Tract Map: In accordance with Title 16.24.110 (Subdivision Ordinance) of the Wildomar Municipal Code, the proposed project requires approval of a tentative tract map to subdivide the 165-acre site into various parcels to accommodate the mixed use development.

EXHIBIT “B”

PlaceWorks, Inc. Scope of Work/Budget

August 27, 2024

Matthew C. Bassi
Community Development Director
City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: Environmental Impact Report for the Bluffs at Hidden Springs Specific Plan Project

Dear Mr. Bassi:

The following Scope of Work constitutes an outline of the land planning and environmental services for entitlement of the Bluffs at Hidden Springs Specific Plan property. The intent is to develop a Specific Plan that creates a Master Development Plan defining the community character, phasing, preservation and operation of open space uses. Additionally, the intention of this plan development is to secure entitlement and provide projects that can be brought to market and implemented.

For adoption of the plan, an Environmental Impact Report (EIR) will need to be prepared in conjunction with or after the development of the Specific Plan. The following tasks represent our current understanding of the project and are subject to refinement as the project progresses.

Approach

The project site encompasses approximately 167 acres and is generally located between the I-15 freeway (east boundary) and Palomar Street (west boundary) and at the terminus of Hidden Springs Road and north of the Wildomar/Murrieta border (south boundary).

A Specific Plan will be prepared in accordance with state zoning laws to accommodate a future mixed-use project encompassing the entire site. The proposed project is not seeking a Plot Plan approval at this time, but the Specific Plan will outline the proposed uses, etc. and the later entitlements will be evaluated in the EIR. The details of the Specific Plan and EIR scope of work are provided on the following pages.

LAND USE, SITE DESIGN, AND ENTITLEMENT SERVICES

TASK 1: GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASE

PlaceWorks will develop a GIS database to capture the specific plan opportunities and constraints as well as acting as a repository for the planning efforts. Future developed land use maps, biological mapping, topography, jurisdictional delineations, and approvals will reside within the GIS database and be provided to the City and team members as requested. This process will ensure cohesive and comprehensive planning as well as providing the City with a mechanism to track the phasing of the development and status of entitlement in the future. This work effort will continue throughout the project process and provided to the City following approval of the project.

TASK 2: VISIONING WORKSHOP CHARETTE (DATE TO BE SET)

A Visioning Workshop Charette will initiate the brainstorming process to establish the Vision for Bluffs at Hidden Springs Specific Plan along with the goals and objectives to execute that vision. This planning session would combine the input of City Staff and Stake Holders. Each portion of the Bluffs at Hidden Springs Specific Plan will be explored through the branding and placemaking process. The following components will be discussed:

- **Establishment of Overall Community Theme.**
    - Discussion items will include encapsulation of the theme through definitive questions such as: What is the Big Idea? What message is to be conveyed about the feeling of living/visiting in Bluffs at Hidden Springs Specific Plan? What is the story to be told?
    - Implementation will also be considered: How can this message be carried into the community design and details? How can a unique identity be created for each planning area?
- **Establishment of Community and Village Structure.**
    - Hierarchy and use subsets to establish placemaking districts.
    - Hierarchy of streets, entries, parks, and landscape elements.
    - Definition of special gathering areas and programming.
- **Programming for Open Space.**
    - Establishment of areas for passive and active recreation
    - Primary areas of linkage to other planning areas, as well as a major trail system connecting activity areas.
- **Discussion of Level of Quality**
    - City expectation of the level of quality, i.e. legacy community, or industry standard.
    - Set parameters for the decision-making process to follow during the implementation of the “big idea” to ensure the entire specific plan conveys a cohesive message.

TASK 3: CONCEPTUAL COMMUNITY STRUCTURE PLAN

PlaceWorks will develop a series of Land Use Diagrams to study the highest / best uses of the site, circulation, and amenities. These plans will be reviewed with City Staff, and upon approval with the property owner(s) and/or development team to gather feedback. These diagrams will then be evaluated and refined, culminating in the development of a Conceptual Community Structure Plan. This will depict land uses, circulation, jurisdictional delineations, active open space, preserved open space and other elements that will define the character of what it is to live at Bluffs at Hidden Springs Specific Plan.

From this Community Structure plan a phasing and development schedule for the overall masterplan community will be created to provide a comprehensive phasing plan. The following are work efforts to be undertaken:

- Refine land plan developed during the Charrette to reflect the residential uses, and other uses such as retail, commercial, office, light industrial and community amenities.
- Design community structure concepts
- Identify neighborhoods throughout the plan
- Conceptual plans identifying preservation and alternative open space programming.
- Depict open space improvements and trail system connections.
- Illustrate site plan and refine conceptual site plan details.
- Concept grading plan, depicting an onsite balanced grading strategy.

TASK 4: SPECIFIC PLAN

The preparation of a Specific Plan will be necessary for the entitlement process. PlaceWorks has prepared this scope to demonstrate the tasks involved in preparing a Specific Plan. The prepared specific plan will contain the required information for the full buildout of the Bluffs at Hidden Springs. Furthermore, a specific plan provides the approving agencies with the commitment to meet State and Local requirements and shall comply with California law governing the preparation of specific plans, in addition to consistency with the City of Wildomar General Plan.

It will be necessary for Specific Plan to respond to current and future market demands, physical site constraints and address biological, cultural, and physical delineations. By addressing these the specific plan can be brought to market as an implementable and constructable plan. The document will be crafted for ease of understanding, with elevated graphics, mapping and backed by the GIS database. PlaceWorks shall propose the stylization of the document which includes the color palette, fonts, and graphics to be reviewed by the Team for approval and finalization. PlaceWorks will also meet with City Staff and property owner(s) and/or development team to review draft documents to garner support of the document when brought forth for approval. This will ensure consensus

and understanding between all parties and can assist in the implementation of the planning documents in the future.

Task 4.1 - Prepare Project Summary / EIR Support

Based upon the Vision Workshop, PlaceWorks will prepare a Project Summary to be used to initiate the CEQA process. The summary will include an overview of the proposed project, site history, and an identification of anticipated planning issues to be resolved through the application process. This task also includes on-going coordination and information exchange with the environmental team to ensure prepared plans will meet future environmental review. Key aspects of the EIR requiring sharing of information include the Initial Study, Alternatives, and Mitigation Measures.

Task 4.2 – Prepare Specific Plan Outline

The Specific Plan serves as a tool to ensure the goals and objectives identified for the project are carried forward into the implementation stage of the planning process. The first step in writing the plan will be the creation of an outline highlighting each of the topics to be covered. After distribution and refinement of the outline, a draft Table of Contents will be presented to Staff for review.

Task 4.3 – Preparation of the Specific Plan Draft

A working draft of the Specific Plan will be prepared including text, exhibits, photographs, and tables as needed. During the process of drafting and at the completion of the draft, meetings will be arranged with Staff, property owner(s) and/or development team to review the document for comment. It is anticipated that two draft versions will be prepared and submitted before the final Specific Plan is completed. The following chapters will be included in the Specific Plan:

4.3.1 Project Vision

The Project Vision will be founded based upon the Vision Workshop, within the Specific Plan it provides an overview of the community and describes its overarching purpose. The vision will include detailed community design goals, guiding principles, and an Executive Summary of the development plan, governing documents, and Specific Plan components.

4.3.2 Existing Conditions & Context

This chapter will depict the existing project conditions, including regional and local location, context within the General Plan, and background of the project area, providing a description of the site configuration, site conditions, and property ownership; describe the general plan and zoning designations of the project area and its relationship to these regulatory documents; and provide a summary of opportunities and constraints and how the proposed project responds to these.

Where necessary, maps, diagrams, and/or figures will be used to illustrate the project setting, context, and conditions.

4.3.3 Community Structure

This chapter will define the programmatic content of the specific plan; define the land use plan and intent of the land use designations; include land use diagrams, maps, and/or figures to illustrate the proposed land uses (residential, mixed use, commercial, office, open space/preservation, parks, public services, and relevant community facilities) and established districts; features of the land use plan; and describe the grading concept, and phasing plans. Including detailed use areas, number of units, and square footage of institutional and commercial buildings.

4.3.4 Development Standards

This chapter will contain development standards to carry forward the vision plan and community structure land uses for the project. These standards shall be developed to provide specificity while maintaining the flexibility to adapt to changes in future markets conditions. This section will address and supersede existing development standards in the City's Zoning Code as deemed appropriate to the project. PlaceWorks anticipates these standards in the specific plan to address/include:

- Permitted, prohibited, and conditional land-uses
- Development capacities and intensities
- Development standards, such as:
    - Height (in stories, minimum and maximum) and ground floor ceiling height
    - Build-to lines/setbacks (front, side, and rear, building-to-building)
    - Encroachments
    - Building orientation
    - Public/Private/Common open space standards, along with design standards
    - Architectural design character and materials
    - Landscape design guidelines (to the extent they are needed)
    - Additional design standards for residential
    - Supporting graphics to illustrate standards

This section will include figures and illustrations to depict specific design standards, graphics, and tables to outline implementation of the development standards concisely and accurately. PlaceWorks will work with the City Staff in selecting these standards which will regulate future development of the project. This section will also provide City Staff with an understanding of the commitments and standards the community will be constructed to.

4.3.5 Circulation and Mobility

This chapter will be prepared by PlaceWorks in conjunction with the traffic consultant (identified in the preparation of the EIR) to depict the master circulation plan within the proposed project. The master circulation plan will reflect the intent of the General Plan circulation element and/or how this will address the intent of that document for substantial conformance. We will work with the selected traffic consultant to determine the carrying capacity of existing roadways that provide access to the site, and options for phasing. The master circulation plan includes:

- Major roadway alignment
- Minor roadway network, and types
- Provisions and layout for nonvehicular circulation plan,
  - Pedestrian
  - Bicycle
  - Trail Systems

This section will include maps, diagrams, and/or figures to illustrate the project's mobility/circulation components.

4.3.6 Community & Public Services and Infrastructure

This chapter will depict concepts for future infrastructure and utility services. This will outline the creation or expansion of a Community Services Area to include elements such as:

- Parks
- Parkways
- Medians
- Fire Protection
- Police Protection

PlaceWorks will work with the respective consultants for water and utilities and set forth policies in the specific plan to address community services.

4.3.7 Administration and Implementation

The process for administration of the Specific Plan and implementation of the development will be covered, as well as definitions of terminology used, and the Specific Plan's relationship to other plans and reports. This section is an opportunity to tailor the development review process and streamline future applications. It will include:

- Project Review and Approval
- Designation of ministerial vs discretionary review thresholds
- Interpretations
- Minor Modifications
- Specific Plan Amendments
- Design Review (if applicable)

- Phasing Plan (required by state law, but can be conceptual)
- Environmental Review
- Financing Plan (required by state law)

This section may also incorporate other details related to project implementation as requested by City Staff.

4.3.8 Appendices

Items to be covered in the Appendix are Design Guidelines, General Plan Consistency Analysis, Landscape Plant Palette, Glossary of Terms, and the Resolutions and Ordinances adopting the Specific Plan.

Task 4.4 – Final Draft Specific Plan

This task includes revisions to the Draft Specific Plan based on comments received from City staff. It is assumed one consolidated set of Cycle Issues comments will be provided to PlaceWorks per review cycle. We are assuming up to two rounds (cycles) of City Staff review of the Draft Specific Plan before preparation for adoption hearings. The second round is expected to contain only minimal comments. During this time, up to four meetings with City Staff are expected to review and discuss comments and responses. A revised version of the specific plan will be prepared and labeled "Final Draft" and will be used for the adoption hearing process.

Task 4.5 – Final Specific Plan

Following the hearing process, PlaceWorks will produce the final specific plan, incorporating the changes approved at the hearings. Based on our experience, we anticipate that the changes received during the hearings will be minor in nature.

Task 4.6 – Meetings and Project Management

During preparation of the draft Specific Plan, a total of four meetings are anticipated to ensure regular communication between the project team and planning staff members. Project Management includes coordination of the work efforts of the consultant team, quality control, budget / schedule monitoring, and establishing standards and expectations. PlaceWorks is prepared to attend 1 Planning Commission Hearing and 1 City Council Hearing. This task also includes teleconferences, monthly progress reports, and invoices.

TASK 5: PUBLIC OUTREACH

During preparation of the Bluffs at Hidden Springs Specific Plan, community engagement will be required to inform the public of the specific plan process and provide opportunities for public comment and feedback. PlaceWorks is prepared to facilitate 2 public workshops to engage community members to inform and gather feedback.

ENVIRONMENTAL SERVICES

Submitted Technical Studies

The applicant has provided the following technical studies that the PlaceWorks' team will peer review for incorporation into the EIR. We understand that the original preparers of the studies may not be available for edits or updates to the study and that additional work may be needed to meet the requirements of the EIR. Until the peer review is completed we will not know the extent of any 'gaps' that need to be filled and may need to increase the scope and fee to complete the EIR:

- *Aquatic Resources Delineation Report for the Bluffs at Hidden Springs Specific Plan Project (PA 22-0019) in the City of Wildomar, Riverside County,* California, Dudek, March 1, 2023
- *Notification of Partial Focused Burrowing Owl Survey for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California*, Psomas, June 8, 2023
- *Draft Biological Technical Report – Bluffs at Hidden Springs Specific Plan Project (PA 22-019),* Dudek, March 2023
- *Notification of Partial Focused Least Bell's Vireo Surveys for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California,* Psomas, June 8, 2023
- *Phase I Cultural Resources Assessment – The Bluffs at Hidden Springs Specific Plan Project, City of Wildomar, Riverside County, California,* Dudek, March 2023
- *Paleontological Resources Inventory Letter Memorandum – The Bluffs at Hidden Springs Specific Plan Project,* Dudek, March 2023
- *Phase I Environmental Site Assessment The Bluffs at Hidden Springs Specific Plan Project (PA No 22-019),* Dudek, February 2023

It is assumed that the City will peer review the following technical studies; PlaceWorks will incorporate these final reports into the EIR:

- *Preliminary Geotechnical Investigation Bluffs at Hidden Springs Development,* Alta California Geotechnical, Inc., March 1, 2023
- *Hydrology Report County of Riverside Bluffs at Hidden Springs,* Alliance Land Planning and Engineering, Inc., February 2023
- *Project Specific Water Quality Management Plan,* Alliance Land Planning and Engineering, Inc., February 22, 2023
- *Sewer System Analysis for the Bluffs at Hidden Springs Project,* Dexter Wilson Engineering, Inc., January 2023
- *Water System Analysis for the Bluffs at Hidden Springs Project,* Dexter Wilson Engineering, Inc., January 2023

Scope of the EIR

The table below shows our assumptions on the contents of the EIR. Issues with "Less Than Significant Impacts" are those that would be analyzed in Chapter 8, *Impacts Found Not to be Significant,* and issues with "Potentially Significant" would be analyzed in detail in Chapter 5, *Environmental Analysis.* Note that the table is based on our current knowledge of the project and may be refined during preparation of the detailed project description, comments received during the public notice of preparation (NOP), scoping meeting, and conclusion of the technical studies.

Environmental Issue Disposition

ENVIRONMENTAL ISSUE	LESS THAN SIGNIFI-CANT IMPACTS	POTENTIALLY SIG-NIFICANT IMPACTS
Aesthetics		X
Agriculture & Forestry	X	
Air Quality		X
Biological Resources		X
Cultural Resources		X
Energy		X
Geology and Soils		X
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials		X
Hydrology and Water Quality		X
Land Use and Planning	X	
Mineral Resources	X	
Noise		X
Population and Housing		X
Public Services		X
Recreation	X	
Transportation		X
Tribal Cultural Resources		X
Utilities and Service Systems		X
Wildfire		X
Alternatives		X
Cumulative		X

Scope of Work

TASK 6: NOTICE OF PREPARATION AND SCOPING MEETING

PlaceWorks will draft the NOP for public review and prepare the document for circulation. PlaceWorks will prepare drafts of all requisite filing forms and submit the electronic NOP to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation

with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

We recommend holding a public scoping meeting approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR. PlaceWorks will provide a PowerPoint in support of the meeting and will either attend the meetings in person, or participate via Zoom or other electronic media platform, to explain the CEQA process and the scope of the EIR.

TASK 7: TECHNICAL ANALYSES

PlaceWorks has teamed with Fehr and Peers, and Ecorp to peer review previously completed technical studies, and to prepare new studies to evaluate the environmental impacts of the proposed Specific Plan.

Task 7.1 Air Quality, Energy, and Greenhouse Gas Emissions Analyses (PlaceWorks)

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis to evaluate the potential impacts of the proposed project. Based on preliminary information received, it is assumed the Specific Plan would allow commercial, office, and residential uses and would not involve a water park or industrial land uses. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (South Coast AQMD). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the latest California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be identified, as needed, to reduce potentially significant impacts of each proposed project option. The results of the technical analyses will be compiled into the Draft EIR (DEIR) and model outputs will be included as an appendix. A description of the individual tasks is provided below:

Construction Phase. PlaceWorks will quantify short-term emissions generated from construction of the proposed project. It is anticipated that the Specific Plan could be developed in up to three development phases and require substantial infrastructure improvements. Preliminary emissions modeling for the plan-level analysis will be based on the anticipated construction schedule and duration, the anticipated equipment for each construction subphase, and demolition debris and soil haul volumes (if applicable) available at the time of the analysis. Where information is not currently available, PlaceWorks will coordinate with the City and Specific Plan team to develop the appropriate assumptions to determine a reasonable estimate of worst-case project emissions. Maximum daily construction emissions will be compared to the South Coast AQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to South Coast AQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the sensitive and non-sensitive uses proximate to the project site. Because the Specific Plan is being evaluated at a plan-level, a construction health risk assessment is

not proposed at this time. The EIR will include mitigation for future site-specific construction HRAs as new development is proposed using performance standards identified by South Coast AQMD.

Operational Phase. PlaceWorks will quantify emissions associated with buildout of the Specific Plan at the horizon year of the proposed project. Buildout of the proposed project would generate criteria air pollutant and GHG emissions from area sources (e.g., landscaping, paints and consumer cleaning products), energy use (e.g., natural gas for heating, and electricity), mobile sources (passenger vehicles), and indirect GHG emissions from water use/wastewater generation and solid waste disposal. Emissions from mobile sources for will be quantified based on the weekday and weekend average daily trip generation and vehicle miles traveled (VMT) provided by the traffic engineer (Fehr & Peers). It is our understanding that the Specific Plan would not permit industrial/warehouse land uses; and therefore, an operational HRA is not warranted. Overall, project operational phase emissions will be compared to South Coast AQMD's significance thresholds for regional and localized air quality impacts.

Other Air Quality Impacts. The South Coast Air Basin (SoCAB) is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), fine inhalable particulate matter ($PM_{2.5}$), coarse inhalable particulate matter (PM_{10}), and lead (Los Angeles County only). South Coast AQMD has adopted air quality management plans (AQMPs) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to South Coast AQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS; therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. PlaceWorks will also describe potential odor impacts associated the proposed project.

Project Consistency with Plans Adopted to Reduce GHG Emissions. PlaceWorks will provide a discussion on the GHG reduction goals of Senate Bill 32 (SB 32), Assembly Bill (AB) 1279, and SB 375. To achieve the GHG reduction targets SB 32 and AB 1279, the California Air Resources Board (CARB) adopted the 2022 Scoping Plan Update. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. PlaceWorks will provide a consistency analysis with these statewide, and regional GHG emissions reduction strategies.

Energy. PlaceWorks will quantify the energy use associated with project-related construction activity (i.e., fuels consumed by construction equipment and on-road vehicles) and from project operations. Fuel use for construction-related on-road vehicles will be modeled using fuel use data from EMFAC. Long-term on-road fuel usage will be based on vehicle trip generation and VMT (if available) data provided by Fehr and Peers. Construction-

and operation-related off-road equipment fuel use will be based on fuel use data from OFFROAD and on the equipment mixes and operating hours assumed for the project. Electricity and natural gas use associated with operation of the proposed buildings will be based the size and type of land use(s) proposed and on default CalEEMod energy rates. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program.

Deliverables

- Air Quality, Energy and GHG Emissions sections of the DEIR and modeling data as an Appendix to the DEIR.

Task 7.2 Noise Analysis (PlaceWorks)

PlaceWorks will prepare the noise and vibration technical analyses to support the City of Wildomar in relation to the analysis for the Bluffs at Hidden Springs Specific Plan. The technical noise impact analysis will discuss relevant standards and criteria for noise exposure, including those in the City's General Plan Noise Element and Municipal Code. The results of this analysis will be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions. To characterize the existing conditions, PlaceWorks will conduct a noise measurement survey to acquire ambient noise level data. The survey will consist of up to 6 short-term (15-minute) and 2 long-term (24-hour) locations. These measurement locations will be selected by PlaceWorks and will take into consideration the location of existing roadways and noise sensitive receivers in the project vicinity. The results of the noise measurement survey will be incorporated into the environmental document prepared for the proposed project.

Transportation Noise. PlaceWorks will assess the potential in traffic noise levels along major arterials and highways, and identify areas along roadway segments that would either be exposed to noise levels above established criteria or result in an increase more than 3 dBA over the baseline levels. Aircraft noise, though not anticipated to be significant, will also be addressed.

Stationary Noise. Noise impacts from non-transportation sources will be evaluated, due to the newly proposed land uses, and assessed based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in terms of potential impacts to noise-sensitive receptors in the immediate vicinity and the noise limitations identified within the City's Municipal Code.

Construction Noise and Vibration. PlaceWorks will provide a qualitative analysis for potential construction impacts associated with implementation of the proposed specific plan updates. Noise and vibration effects from construction activities will be estimated based on generic or standard construction information, and the results will be discussed in terms of accepted local noise standards and the Federal Transit Administration

guidance manual on vibration impacts. Feasible mitigation measures, if required, will be identified to minimize noise and vibration impacts associated with implementation of the proposed project.

Deliverables:

- The noise and vibration analysis will be summarized in the environmental document with technical modeling included as an Appendix.

Task 7.3 Wildfire Analysis (PlaceWorks)

The Bluffs at Hidden Springs Specific Plan is located on lands within a Very High Fire Hazard Severity Zone, and therefore, PlaceWorks will evaluate the potential for the Specific Plan to result in wildfire-related impacts, consistent with Appendix G of the CEQA Guidelines and the California Attorney General's Wildfire Impact Analysis guidance. This analysis will include a review of wildfire-related measures in the currently adopted General Plan Safety Element, 2022 Local Hazard Mitigation Plan, and Wildomar Municipal Codes, as well as regional projects and state requirements already in place to minimize wildfire and evacuation impacts for the Specific Plan area. This section will also evaluate the evacuation route capacity and timing under existing conditions and implementation of the Proposed Project, to determine impacts to the implementation of the City's Emergency Operations Plan. This analysis would include coordination with the CAL FIRE Riverside County Fire Department and Riverside County Sheriff's Department to determine consistency with the City's Emergency Operations Plan for evacuation.

Deliverables:

- The wildfire analysis will be summarized in the environmental document.

Task 7.4 Visual Simulations (PlaceWorks)

PlaceWorks will construct a model of the proposed development and the surrounding area based on the information provided by the Applicant. The model of the proposed project will be incorporated with photos taken at up to 6 (six) public viewpoints to create photo renderings and to assess the potential of impacted views. PlaceWorks will coordinate with the City to confirm which viewpoints to use. To accurately model the development, the Applicant will provide detailed drawings of the proposed project, which PlaceWorks will then use SketchUp® software to geo-locate the model and generate virtual cameras to match the 6 public viewpoint photos taken onsite. The view simulations will include a computer rendering of the Bluffs at Hidden Springs merged with photos taken at specific locations around the site and accurately reflect the size and scale of the proposed buildings. All proposed buildings will be modeled conceptually based on the footprints and building heights provided. Lumion will be used to provide conceptual vegetation based on the landscape plan (if provided) for the proposed project. Construction of the view simulation model will require the following information from the Applicant, architect, and/or engineer:

- Data needs for view simulations:
    - CAD drawing of the site plan for the proposed project
    - CAD drawing of existing topography that extends 100 feet past the project boundary
    - CAD drawing of proposed grading plan
    - Proposed landscape plan – if no planting plan is provided, a conceptual tree planting plan will be created
- If additional visual simulations are needed, then PlaceWorks will prepare an additional scope of work.

Deliverables:

- Up to six visual simulations of the proposed project.

Task 7.5 Biological Resources Reports Peer Review (Ecorp)

An ECORP senior-level biologist will conduct a peer review of the following reports prepared by Dudek and Psomas:

- *Aquatic Resources Delineation Report for the Bluffs at Hidden Springs Specific Plan Project (PA 22-0019) in the City of Wildomar, Riverside County,* California, Dudek, March 1, 2023
- *Notification of Partial Focused Burrowing Owl Survey for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California*, Psomas, June 8, 2023
- *Draft Biological Technical Report – Bluffs at Hidden Springs Specific Plan Project (PA 22-019)*, Dudek, March 2023
- *Notification of Partial Focused Least Bell's Vireo Surveys for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California,* Psomas, June 8, 2023

ECORP will ascertain whether the baseline information for a complete, defensible CEQA Biological Resources section has been provided. These reports will be evaluated to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses will be determined and, if applicable, noted in the review but will not be conducted by ECORP under this scope of work. Conclusions, impacts, significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and content, and a determination will be made as to whether they are in conformance with all the CEQA and Multiple Species Habitat Conservation Plan (MSHCP) guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will also be reviewed. A summary of the findings will be provided to the City in a letter report. ECORP will provide one electronic copy (PDF) of the report delivered by email.

Costs for this task include peer reviews of the reports prepared for the proposed project and preparation of a comment letter. It is assumed that the report will require minimal comments by ECORP's Senior Biologist. No survey work, coordination with regulatory agencies, preparation of permit applications, or other reporting outside of what is described above is included in this task. ECORP assumes one round of review of the technical report will be necessary.

Deliverables:

- Comment letter submitted electronically.

Task 7.6 Cultural Resources Report Peer Review (Ecorp)

ECORP will perform a peer review of the cultural resources technical report prepared for the Project, *Phase I Cultural Resources Assessment, The Bluffs at Hidden Springs Specific Plan Project, City of Wildomar Riverside County, California* (Dudek 2023). The peer review will be conducted by a qualified senior staff who meet the Secretary of the Interior's Professional Qualifications Standards for archaeology. The report will be reviewed to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses, if applicable, will be noted in the review, but will not be conducted by ECORP under this scope of work. Conclusions, impact significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and to determine if they are in conformance with CEQA guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will be reviewed.

Costs for this task only include peer review of the cultural resources technical report prepared for the proposed project and preparation of a comment letter. It is assumed that the report will require minimal peer review comments. No survey work, coordination with regulatory agencies, preparation of permit applications, or other reporting outside of what is described above is included in this task. ECORP assumes one round of review of the technical report will be necessary.

Deliverables:

- Comment letter submitted electronically.

Task 7.7 Transportation Studies (Fehr&Peers)

As a subconsultant to PlaceWorks, Fehr and Peers will prepare the following transportation-related studies.

Task 7.1 – Scenario Planning **(Fehr&Peers)**

Fehr & Peers will provide information on traffic and circulation to assist in the finalization of the site planning effort for the specific plan area. It is our understanding that the land use and circulation details of the specific plan area have not been finalized and this task will focus on answering the following questions:

- How much traffic can the local roadways serving the site accommodate?
- What does the internal circulation system look like? Fehr and Peers envision this will be a workshop-like process working with the urban design team at Place-Works.
- What are the critical improvements needed at key intersections to serve the project site?

To assist with answering these questions, Fehr and Peers will collect the peak hour intersection turning movement counts at:

1. Palomar Street/Clifton Keith Road
2. Hidden Springs Road/Clifton Keith Road
3. I-15 South Ramps/Clifton Keith Road
4. I-15 North Ramps/Clifton Keith Road

Fehr and Peers will also collect 24-hour roadway segment counts (with heavy vehicle classification) on:

1. Clifton Keith Road between Palomar Street and Hidden Springs Road
2. Palomar Street south of Clifton Keith Road
3. Jefferson Avenue south of Grizzly Road

Intersection turning movement data will be collected during the AM and PM peak periods (7:00 – 9:00 AM and 4:00 – 6:00 PM). All traffic counts will be collected during fair weather, while school is in session, and during a typical (non-holiday) Tuesday, Wednesday, or Thursday.

Fehr and Peers will calculate the existing intersection or roadway LOS at these study locations and identify any existing deficiencies in traffic capacity or operations including any "reserved capacity" that can accommodate the project compared to both the existing configurations and based on the General Plan roadway classifications.

Fehr and Peers have budgeted 32 staff hours to participate in workshop-like settings in which Fehr and Peers can estimate trip generation/distribution/assignment for each land use alternative developed by PlaceWorks and identify key needed infrastructure to serve

the project. Fehr and Peers will also use this time to do estimates of internal traffic estimates and roadway cross-section development to serve the proposed project.

Deliverables:

- Recommendations will be provided for inclusion in the specific plan document.

***Task 7.2 – Transportation Impact Analysis for CEQA* (Fehr&Peers)**

Task 7.2.1 – Scoping Agreement

Once the site plan and project description has been finalized, Fehr & Peers will prepare a Transportation Impact Analysis (TIA) scoping agreement consistent with the City of Wildomar requirements. Fehr and Peers will confirm the technical approach and study area for Tasks 2.7.2.2 through 2.7.2.5. Fehr and Peers will respond to one round of consolidated comments and submit as final.

Deliverables:

- Draft and Final Scoping Agreement.

Task 7.2.2 – VMT Analysis

Fehr & Peers will conduct a VMT analysis based on the City of Wildomar's adopted VMT methodology and thresholds (adopted in June 2020).

Fehr & Peers will review the model and update the traffic analysis zone structure at the site so Fehr & Peers can isolate proposed uses at the Project site. The following scenario forecasts will be estimated:

- Baseline No Project
- Baseline With Proposed Project
- Future Year (2050) No Project
- Future Year (2050) With Proposed Project

Fehr & Peers will complete both a project-level assessment (project-generated VMT) and estimate the Project's effect on VMT for the Project. The Origin-Destination Method will be utilized to develop project-level forecasts accounting for all VMT generated by the Project from the site to their ultimate destinations. The Boundary Method will be utilized to measure the Project's effect on VMT. Fehr & Peers will work with the City of Wildomar to establish an appropriate boundary as a typically boundary used for this assessment is the City limit; but the Project's location adjacent to the City limit is likely inappropriate as trips headed to/from the project south would be "truncated by the artificial boundary" and would not provide a full disclosure of potential Project impacts.

The VMT impact analysis will compare Project VMT estimates against the City's thresholds of significance. Summary tables will be provided to document VMT and VMT per service

population for each of the study scenarios. Fehr & Peers will identify impacts if the Project is forecast to be greater than the City's significance threshold. In addition to the VMT impact analysis, Fehr & Peers will prepare OD VMT for the AQ and GHG analysis, which will include VMT by fleet mix and VMT by speed bin.

If significant impacts are identified and mitigation is required, Fehr & Peers will recommend feasible mitigation for those impacts. For VMT-related impacts, Fehr & Peers will look toward potential Transportation Demand Management (TDM) measures to reduce those impacts. If needed, Fehr & Peers can work with the project team and the City to identify a feasible TDM program and will test the associated VMT reductions from that program through the methodology and information presented in the California Air Pollution Control Officers Association (CAPCOA) guidance.

Deliverables:

- Draft and final VMT assessment.

Task 7.2.3 – LOS Traffic Study

Fehr & Peers will collect peak hour turning movement data at up to ten (10) additional (in addition to those listed in Task 1) intersections for LOS analysis. This would provide for a total of up to fourteen (14) study intersections in the LOS assessment.

Please note that the study area will be finalized during the scoping process and will be completely dependent on the number of trips generated by the project. This portion of the scope may need to be expanded or contracted and our fee updated accordingly based on the results of the planning process.

Fehr & Peers will also collect 24-hour roadway segment counts (with heavy vehicle classification) at up to two (2) additional locations for use in preparing roadway forecasts for the noise assessment. Fehr & Peers will provide the roadway segment volumes, fleet mix, time of day splits, speed limits, number of lanes and roadway widths with the roadway forecasts for the noise assessment.

Intersection turning movement data will be collected during the AM and PM peak periods (7:00 – 9:00 AM and 4:00 – 6:00 PM). All traffic counts will be collected during fair weather, while school is in session, and during a typical (non-holiday) Tuesday, Wednesday, or Thursday.

It should be noted that this assessment will not be used to determine significant CEQA transportation impacts but is required by the City as part of their project review process. The results of the analysis will be utilized to assist in appropriately sizing City infrastructure.

Fehr & Peers anticipated including the following scenarios in the LOS study:

- Existing
- Opening Year no Project
- Opening Year plus Project
- Cumulative Horizon Year no Project
- Cumulative Horizon Year plus Project

As part of this assessment the following will be completed:

- Future Year Forecasts – Fehr & Peers will utilize the Riverside Countywide Model (RIVCOM) to develop future forecasts at the study intersections after incorporating approved and pending projects in the study area. Fehr & Peers will add the project trip forecasts to the "no project" forecasts to develop traffic volumes for "with project" scenario at the study intersections.

- LOS Analysis – Fehr & Peers will utilize the Highway Capacity Manual 7th Edition (2022) to determine the associated LOS for the study intersections and Project driveways under each "no project" and "with project" scenario. Fehr & Peers will use intersection signal control information from the appropriate agency. Fehr & Peers will report LOS at each study intersection for the AM and PM peak hours. Synchro will be used for the LOS assessment so that existing signal timing parameters will be incorporated into the assessment and vehicle progression along travel corridors can be accurately accounted for.

- Ramp Queueing Assessment – A queuing assessment will be performed at all Caltrans off-ramps to review storage capacity on Caltrans facilities, consistent with the latest Caltrans safety guidance.

Task 7.2.4 – Non-Automotive Assessment

Fehr & Peers will evaluate the Project's consistency with non-automotive modes. This will be completed by determining whether the project is consistent with existing and future infrastructure/policies supporting these modes (e.g. consistency of the project with existing or planned bikeway/transit/pedestrian facilities in the area).

Task 7.2.5 – Evacuation Analysis

Fehr & Peers will complete a quantitative analysis, using Fehr & Peers' EVAC+ tool, of evacuation patterns for up to two evacuation scenarios. It is anticipated that these scenarios would be wildfire evacuation scenarios as the specific plan area is in a Very High Fire Hazard Zone and would consider varying road closure patterns associated with a wildfire event.

Based on the defined evacuation scenarios, the first step in the operations analysis will focus on estimating the number of vehicle trips during each evacuation event. Fehr &

Peers will utilize the RIVCOM travel demand model socio-economic data and trip generation information for the evacuation zone to estimate travel demand. This data includes a variety of information based on census data, including persons per household, number of employees, auto-ownership information, population, and other factors that could affect the number of vehicles per household used during evacuation. The travel demand will also consider time of day. For example, an evacuation event during the middle of the night would create an evacuation trip for most that would begin at their home and end at either the evacuation center or somewhere external to the Study Area. Conversely, an event that occurred during the middle of the day (when people are shopping) could delay evacuation movements as people come home first to access their belongings prior to leaving.

The during-evacuation traffic operations analysis will utilize Fehr & Peers' EVAC+ Tool. This tool will be customized to reflect the local evacuation roadway network and traffic demand data extracted from the RIVCOM travel demand forecasting model. The tool then references trip tables for areas outside of the Study Area to form the "background" traffic estimates on the roadways not affected during an evacuation event. Areas affected by the evacuation event are then processed through the EVAC+ Tool trip estimator to estimate the number and sequencing of trips that occur due to the event.

The sub-area extracted network and new trip tables are then input into a Dynamic Traffic Assignment (DTA) model. A DTA model estimates traffic and levels of congestion on 15-minute intervals and, as link congestion builds (roads fill with cars), the model dynamically reassigns traffic to less-congested routes, if available. This is a more accurate way of estimating trip assignment and identifying congested locations on the network that should be considered during an evacuation event. The results of this modeling effort will be used to identify bottlenecks in the surrounding roadway network during each evacuation scenario.

The results of the traffic operations analysis will be illustrated in figures and metrics will be summarized in tables to highlight the key findings, including evacuation travel times and congestion bottlenecks.

Please note that SBCTA/WRCOG is undertaking an effort to create a similar process to our EVAC+ assessment as part of a Caltrans planning grant effort. If that tool is available for use when the evacuation assessment is needed, then Fehr & Peers could utilize that tool and adjust our scope/fee accordingly.

Task 7.2.6 – Documentation

Fehr & Peers will prepare a draft traffic study report that summarizes the analysis methods, data, the non-automotive assessment, LOS analysis, VMT analysis, and evacuation assessment. The draft report will be submitted to the project team for review. Fehr and Peers will respond to one round of consolidated comments from the project team on the draft report.

Task 7.8 Water Supply Assessment (PlaceWorks)

The scope of work for the Water Supply Assessment (WSA) is designed to meet the requirements of California Senate Bill 610 (SB 610). SB 610 requires an assessment of whether available water supplies are sufficient to serve the demand generated by the proposed project, as well as the reasonably foreseeable cumulative demand in the region over the next 20 years under average normal year, single dry year, and multiple dry year conditions. In some jurisdictions, the local water purveyor prepares the WSA; in other cases, the project applicant prepares the WSA. This scope of work and cost estimate is presented in the case that the local water purveyor does not conduct the analysis. The WSA will rely on information provided in the Elsinore Valley Municipal Water District's *2020 Urban Water Management Plan* and water demand factors based on land use. The WSA will include the following information:

1) Sources of water supply
2) Quantification of past, current, and projected future water demands
3) Quantification of past, current, and projected water supply
4) Evaluation of drought impacts and consideration of variability in demand and supply based upon hydrologic conditions
5) Assessment of water supply sufficiency for the project, based upon this analysis.

If there are insufficient supplies to meet the demand over the next 20 years, additional sources of supply would need to be identified. If this is the case, the WSA will make recommendations on how and where these new supply sources will come from. The WSA can also recommend project modifications that could reduce the demand (water usage) at the project site. Recommended demand reductions could be incorporated into the Draft EIR for the proposed project as specific mitigation measures, project alternatives, or both.

Deliverables:

- WSA report

TASK 8: ADMINISTRATIVE & PUBLIC DRAFT EIR

Preparation of the EIR will follow the CEQA Guidelines and prepare administrative drafts of all environmental documents as electronic submittals. The scope assumes a single set of consolidated electronic comments from the City. Public review drafts of all documents will be provided in both electronic and hard copy as requested in the final scope of work. PlaceWorks will also provide electronic draft versions of all notices and transmittals for review by the City.

PlaceWorks will prepare the document for review in separate chapters with graphics. To the maximum extent practicable, the analysis will rely upon the technical studies

provided. At the end of staff review we will meet with staff to discuss the comments and outline changes to the document.

The Public Draft EIR will be provided in electronic format for posting on the website. PlaceWorks will prepare the electronic filing of the documents with the California state clearinghouse.

Deliverables:

- Notice of Preparation (NOP)
- Scoping Meeting Materials (PowerPoint)
- Administrative Draft EIR
- Public Draft EIR

TASK 9: FINAL EIR, FINDINGS, AND MITIGATION MONITORING AND REPORTING PROGRAM

The Final EIR will include response to comments, provide any edits needed to respond to comments received on the Draft EIR, and collaborate on responses that involve the project description or City actions. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the EIR. This scope and budget estimate the time needed to prepare the Final EIR; we may need to reevaluate the scope and budget if significantly more comments are received.

PlaceWorks will prepare Draft Findings for review by the City. PlaceWorks will prepare a Mitigation Monitoring and Reporting Program (MMRP) resulting from any changes discussed in the EIR. PlaceWorks will provide electronic copies of the Final EIR, Findings, and MMRP for use in the staff report. PlaceWorks will assist in preparing the staff report and PowerPoint presentation for the project and will attend the certification hearing(s) for the EIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.

Deliverables:

- Administrative Draft Final EIR, Findings, and MMRP
- Public Draft Final EIR, Findings, and MMRP
- Draft Public Notices including availability, SCH e-filing forms, Notice of Determination (NOD)
- Presentation materials for certification hearings

TASK 10: MEETINGS AND PROJECT COORDINATION

The proposed project is significant to the City and will involve regular internal coordination calls, as well as meetings with other agencies and departments (as needed). This task includes hours to accommodate these meetings.

Timeline

The following assumes that the Specific Plan concepts will be well enough developed to begin the EIR just after the first of the year. This timeline may shift slightly if there is a desire to complete the workshops and charette before releasing the NOP. The final schedule will be discussed at the kick off meeting and adjustments can be made as the project develops.

Milestone	Days	Estimated Date
Specific Plan		
Authorization to Proceed	--	Friday, November 1, 2024
Geographic Information System (GIS) Database	31	Monday, December 2, 2024
Visioning Workshop & Charette	60	Friday, January 31, 2025
Conceptual Community Structure Plan	31	Monday, March 3, 2025
Specific Plan	21	Monday, March 24, 2025
Environmental Impact Report		
Admin Draft NOP	14	Monday, December 16, 2024
Staff/Applicant Review of NOP	14	Monday, December 30, 2024
Begin 30-day Public NOP Comment Period	7	Monday, January 6, 2025
EIR Scoping Meeting	14	Monday, January 20, 2025
End of 30-day NOP Comment Period	30	Wednesday, February 5, 2025
Administrative Draft EIR	121	Wednesday, May 7, 2025
Staff/Applicant Review of Admin Draft EIR	30	Friday, June 6, 2025
Preparation of Public Draft EIR	21	Friday, June 27, 2025
Screencheck Draft EIR	14	Friday, July 11, 2025
Begin 45-day Public EIR Comment Period	7	Friday, July 18, 2025
End 45-day Public EIR Comment Period	45	Saturday, July 19, 2025
Admin Draft Final EIR to City/Applicant for review	32	Wednesday, August 20, 2025
Staff/Applicant Review of Public Final EIR Package	30	Friday, September 19, 2025
Final EIR Package to the City	7	Friday, September 26, 2025

The **shaded rows** represent staff/applicant review of the draft documents. Note that the final EIR is often an iterative process that begins as soon as the first comments are received and that public agencies must receive a response ten days prior to acting on the project. Final review is typically a screen-check acceptance of the document to ensure all changes have been made.

Budget

The total estimated project cost is $960,859 although as mentioned additional technical services may be needed following peer review of the studies. A five percent contingency is included to help offset this potential; however, the exact scope and extent of any additional study will need to be determined. No work outside of the scope or budget will be initiated without prior authorization.

Task	Milestone	Total
1	Geographic Information System (GIS) Database	$15,000
2	Visioning Workshop Charette (date to be set)	$20,000
3	Conceptual Community Structure Plan	$120,000
4	Specific Plan	$169,700
5	Public Outreach	$53,000
	Specific Plan Sub-Total	**$377,700**
6	Notice of Preparation and Scoping Meeting	$16,728
7	Technical Appendices	--
7.1	*Air Quality, Energy, Greenhouse Gas*	*$24,687*
7.2	*Noise Analysis*	*$7,064*
7.3	*Wildfire Analysis*	*$6,824*
7.4	*Visual Simulations*	*$18,165*
7.5	*Biological Resources Reports Peer Review*	*$10,951*
7.6	*Cultural Resources Report Peer Review*	*$4,587*
7.7	*Transportation*	*$141,680*
7.8	*Water Supply Assessment*	*$11,210*
8	Administrative & Public Draft EIR	$174,736
9	Final EIR, Findings, and Mitigation Monitoring and Reporting Program	$65,989
10	Meetings and Project/Specific Plan Coordination	$46,283
	Reimbursable Expenses Estimate*	$8,500
	EIR Sub-Total	**$537,404**
Contingency @ 5% Total		*$45,755*
Grand Total All Tasks		**$960,859**

**Expenses are actual plus 10%*

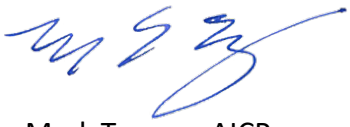
Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.5574.

Thank you for the opportunity to propose on this project.

Respectfully submitted,

PLACEWORKS



Mark Teague, AICP
Managing Principal

EXHIBIT “C”

Consultant Services Agreement between

PlaceWorks, Inc. and the City

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

PLACEWORKS, INC.

a California Corporation

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF WILDOMAR, CALIFORNIA
AND PLACEWORKS, INC

This Agreement for Services ("Agreement") is entered into as of this 11th day of September, 2024 by and between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought from its established on-call CEQA/Land Use Service Provider, PlaceWorks, Inc., to prepare an Environmental Impact Report (EIR) and Specific Plan for the "Bluffs at Hidden Springs" mixed-use project (PLN 24-0048), the performance of the services which are defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for the timeframe outlined in the Scope of Services (Exhibit A) or until the EIR and SP are adopted by the Planning Commission and City Council.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" of this Agreement (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 Nine Hundred Sixty Thousand, Eight Hundred Fifty Nine ($960,859), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the "Not to Exceed Amount" exceeds Ten Thousand Dollars ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLMMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise

disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such

documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City, a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to a concern the result of Service Provider's provision of service and not the means, methods, or scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 9. STANDARD OF PERFORMANCE.

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

performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider’s performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an

officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or

mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

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

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

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

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

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 110 Wildomar, CA 92595
To Service Provider:	PlaceWorks, Inc. Attn: Kara L. Kosel, Vice President of Finance 3 MacArthur Place, Suite # 1100 Santa Ana, CA 92707

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager’s contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City’s City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this

Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEY'S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

"SERVICE PROVIDER"
PLACEWORKS, INC.

By: Kara L. Kosel
Kara L. Kosel,
Vice President of Finance

NOTE: **SERVICE PROVIDER'S SIGNATURE SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.**

ACKNOWLEDGMENT

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

State of California
County of Orange)

On August 6, 2024 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JENNIFER MARTINEZ
Notary Public - California
Orange County
Commission # 2441478
My Comm. Expires Apr 13, 2027

Signature Jennifer Martinez (Seal)

EXHIBIT "A"

SCOPE OF SERVICES

August 27, 2024

Matthew C. Bassi
Community Development Director
City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: Environmental Impact Report for the Bluffs at Hidden Springs Specific Plan Project

Dear Mr. Bassi:

The following Scope of Work constitutes an outline of the land planning and environmental services for entitlement of the Bluffs at Hidden Springs Specific Plan property. The intent is to develop a Specific Plan that creates a Master Development Plan defining the community character, phasing, preservation and operation of open space uses. Additionally, the intention of this plan development is to secure entitlement and provide projects that can be brought to market and implemented.

For adoption of the plan, an Environmental Impact Report (EIR) will need to be prepared in conjunction with or after the development of the Specific Plan. The following tasks represent our current understanding of the project and are subject to refinement as the project progresses.

Approach

The project site encompasses approximately 167 acres and is generally located between the I-15 freeway (east boundary) and Palomar Street (west boundary) and at the terminus of Hidden Springs Road and north of the Wildomar/Murrieta border (south boundary).

A Specific Plan will be prepared in accordance with state zoning laws to accommodate a future mixed-use project encompassing the entire site. The proposed project is not seeking a Plot Plan approval at this time, but the Specific Plan will outline the proposed uses, etc. and the later entitlements will be evaluated in the EIR. The details of the Specific Plan and EIR scope of work are provided on the following pages.

LAND USE, SITE DESIGN, AND ENTITLEMENT SERVICES

TASK 1: GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASE

PlaceWorks will develop a GIS database to capture the specific plan opportunities and constraints as well as acting as a repository for the planning efforts. Future developed land use maps, biological mapping, topography, jurisdictional delineations, and approvals will reside within the GIS database and be provided to the City and team members as requested. This process will ensure cohesive and comprehensive planning as well as providing the City with a mechanism to track the phasing of the development and status of entitlement in the future. This work effort will continue throughout the project process and provided to the City following approval of the project.

TASK 2: VISIONING WORKSHOP CHARETTE (DATE TO BE SET)

A Visioning Workshop Charette will initiate the brainstorming process to establish the Vision for Bluffs at Hidden Springs Specific Plan along with the goals and objectives to execute that vision. This planning session would combine the input of City Staff and Stake Holders. Each portion of the Bluffs at Hidden Springs Specific Plan will be explored through the branding and placemaking process. The following components will be discussed:

- **Establishment of Overall Community Theme.**
    - Discussion items will include encapsulation of the theme through definitive questions such as: What is the Big Idea? What message is to be conveyed about the feeling of living/visiting in Bluffs at Hidden Springs Specific Plan? What is the story to be told?
    - Implementation will also be considered: How can this message be carried into the community design and details? How can a unique identity be created for each planning area?
- **Establishment of Community and Village Structure.**
    - Hierarchy and use subsets to establish placemaking districts.
    - Hierarchy of streets, entries, parks, and landscape elements.
    - Definition of special gathering areas and programming.
- **Programming for Open Space.**
    - Establishment of areas for passive and active recreation
    - Primary areas of linkage to other planning areas, as well as a major trail system connecting activity areas.
- **Discussion of Level of Quality**
    - City expectation of the level of quality, i.e. legacy community, or industry standard.
    - Set parameters for the decision-making process to follow during the implementation of the “big idea” to ensure the entire specific plan conveys a cohesive message.

TASK 3: CONCEPTUAL COMMUNITY STRUCTURE PLAN

PlaceWorks will develop a series of Land Use Diagrams to study the highest / best uses of the site, circulation, and amenities. These plans will be reviewed with City Staff, and upon approval with the property owner(s) and/or development team to gather feedback. These diagrams will then be evaluated and refined, culminating in the development of a Conceptual Community Structure Plan. This will depict land uses, circulation, jurisdictional delineations, active open space, preserved open space and other elements that will define the character of what it is to live at Bluffs at Hidden Springs Specific Plan.

From this Community Structure plan a phasing and development schedule for the overall masterplan community will be created to provide a comprehensive phasing plan. The following are work efforts to be undertaken:

- Refine land plan developed during the Charrette to reflect the residential uses, and other uses such as retail, commercial, office, light industrial and community amenities.
- Design community structure concepts
- Identify neighborhoods throughout the plan
- Conceptual plans identifying preservation and alternative open space programming.
- Depict open space improvements and trail system connections.
- Illustrate site plan and refine conceptual site plan details.
- Concept grading plan, depicting an onsite balanced grading strategy.

TASK 4: SPECIFIC PLAN

The preparation of a Specific Plan will be necessary for the entitlement process. PlaceWorks has prepared this scope to demonstrate the tasks involved in preparing a Specific Plan. The prepared specific plan will contain the required information for the full buildout of the Bluffs at Hidden Springs. Furthermore, a specific plan provides the approving agencies with the commitment to meet State and Local requirements and shall comply with California law governing the preparation of specific plans, in addition to consistency with the City of Wildomar General Plan.

It will be necessary for Specific Plan to respond to current and future market demands, physical site constraints and address biological, cultural, and physical delineations. By addressing these the specific plan can be brought to market as an implementable and constructable plan. The document will be crafted for ease of understanding, with elevated graphics, mapping and backed by the GIS database. PlaceWorks shall propose the stylization of the document which includes the color palette, fonts, and graphics to be reviewed by the Team for approval and finalization. PlaceWorks will also meet with City Staff and property owner(s) and/or development team to review draft documents to garner support of the document when brought forth for approval. This will ensure consensus

and understanding between all parties and can assist in the implementation of the planning documents in the future.

Task 4.1 - Prepare Project Summary / EIR Support

Based upon the Vision Workshop, PlaceWorks will prepare a Project Summary to be used to initiate the CEQA process. The summary will include an overview of the proposed project, site history, and an identification of anticipated planning issues to be resolved through the application process. This task also includes on-going coordination and information exchange with the environmental team to ensure prepared plans will meet future environmental review. Key aspects of the EIR requiring sharing of information include the Initial Study, Alternatives, and Mitigation Measures.

Task 4.2 – Prepare Specific Plan Outline

The Specific Plan serves as a tool to ensure the goals and objectives identified for the project are carried forward into the implementation stage of the planning process. The first step in writing the plan will be the creation of an outline highlighting each of the topics to be covered. After distribution and refinement of the outline, a draft Table of Contents will be presented to Staff for review.

Task 4.3 – Preparation of the Specific Plan Draft

A working draft of the Specific Plan will be prepared including text, exhibits, photographs, and tables as needed. During the process of drafting and at the completion of the draft, meetings will be arranged with Staff, property owner(s) and/or development team to review the document for comment. It is anticipated that two draft versions will be prepared and submitted before the final Specific Plan is completed. The following chapters will be included in the Specific Plan:

4.3.1 Project Vision

The Project Vision will be founded based upon the Vision Workshop, within the Specific Plan it provides an overview of the community and describes its overarching purpose. The vision will include detailed community design goals, guiding principles, and an Executive Summary of the development plan, governing documents, and Specific Plan components.

4.3.2 Existing Conditions & Context

This chapter will depict the existing project conditions, including regional and local location, context within the General Plan, and background of the project area, providing a description of the site configuration, site conditions, and property ownership; describe the general plan and zoning designations of the project area and its relationship to these regulatory documents; and provide a summary of opportunities and constraints and how the proposed project responds to these.

Where necessary, maps, diagrams, and/or figures will be used to illustrate the project setting, context, and conditions.

4.3.3 Community Structure

This chapter will define the programmatic content of the specific plan; define the land use plan and intent of the land use designations; include land use diagrams, maps, and/or figures to illustrate the proposed land uses (residential, mixed use, commercial, office, open space/preservation, parks, public services, and relevant community facilities) and established districts; features of the land use plan; and describe the grading concept, and phasing plans. Including detailed use areas, number of units, and square footage of institutional and commercial buildings.

4.3.4 Development Standards

This chapter will contain development standards to carry forward the vision plan and community structure land uses for the project. These standards shall be developed to provide specificity while maintaining the flexibility to adapt to changes in future markets conditions. This section will address and supersede existing development standards in the City's Zoning Code as deemed appropriate to the project. PlaceWorks anticipates these standards in the specific plan to address/include:

- Permitted, prohibited, and conditional land-uses
- Development capacities and intensities
- Development standards, such as:
    - Height (in stories, minimum and maximum) and ground floor ceiling height
    - Build-to lines/setbacks (front, side, and rear, building-to-building)
    - Encroachments
    - Building orientation
    - Public/Private/Common open space standards, along with design standards
    - Architectural design character and materials
    - Landscape design guidelines (to the extent they are needed)
    - Additional design standards for residential
    - Supporting graphics to illustrate standards

This section will include figures and illustrations to depict specific design standards, graphics, and tables to outline implementation of the development standards concisely and accurately. PlaceWorks will work with the City Staff in selecting these standards which will regulate future development of the project. This section will also provide City Staff with an understanding of the commitments and standards the community will be constructed to.

4.3.5 Circulation and Mobility

This chapter will be prepared by PlaceWorks in conjunction with the traffic consultant (identified in the preparation of the EIR) to depict the master circulation plan within the proposed project. The master circulation plan will reflect the intent of the General Plan circulation element and/or how this will address the intent of that document for substantial conformance. We will work with the selected traffic consultant to determine the carrying capacity of existing roadways that provide access to the site, and options for phasing. The master circulation plan includes:

- Major roadway alignment
- Minor roadway network, and types
- Provisions and layout for nonvehicular circulation plan,
  - Pedestrian
  - Bicycle
  - Trail Systems

This section will include maps, diagrams, and/or figures to illustrate the project's mobility/circulation components.

4.3.6 Community & Public Services and Infrastructure

This chapter will depict concepts for future infrastructure and utility services. This will outline the creation or expansion of a Community Services Area to include elements such as:

- Parks
- Parkways
- Medians
- Fire Protection
- Police Protection

PlaceWorks will work with the respective consultants for water and utilities and set forth policies in the specific plan to address community services.

4.3.7 Administration and Implementation

The process for administration of the Specific Plan and implementation of the development will be covered, as well as definitions of terminology used, and the Specific Plan's relationship to other plans and reports. This section is an opportunity to tailor the development review process and streamline future applications. It will include:

- Project Review and Approval
- Designation of ministerial vs discretionary review thresholds
- Interpretations
- Minor Modifications
- Specific Plan Amendments
- Design Review (if applicable)

- Phasing Plan (required by state law, but can be conceptual)
- Environmental Review
- Financing Plan (required by state law)

This section may also incorporate other details related to project implementation as requested by City Staff.

4.3.8 Appendices

Items to be covered in the Appendix are Design Guidelines, General Plan Consistency Analysis, Landscape Plant Palette, Glossary of Terms, and the Resolutions and Ordinances adopting the Specific Plan.

Task 4.4 – Final Draft Specific Plan

This task includes revisions to the Draft Specific Plan based on comments received from City staff. It is assumed one consolidated set of Cycle Issues comments will be provided to PlaceWorks per review cycle. We are assuming up to two rounds (cycles) of City Staff review of the Draft Specific Plan before preparation for adoption hearings. The second round is expected to contain only minimal comments. During this time, up to four meetings with City Staff are expected to review and discuss comments and responses. A revised version of the specific plan will be prepared and labeled "Final Draft" and will be used for the adoption hearing process.

Task 4.5 – Final Specific Plan

Following the hearing process, PlaceWorks will produce the final specific plan, incorporating the changes approved at the hearings. Based on our experience, we anticipate that the changes received during the hearings will be minor in nature.

Task 4.6 – Meetings and Project Management

During preparation of the draft Specific Plan, a total of four meetings are anticipated to ensure regular communication between the project team and planning staff members. Project Management includes coordination of the work efforts of the consultant team, quality control, budget / schedule monitoring, and establishing standards and expectations. PlaceWorks is prepared to attend 1 Planning Commission Hearing and 1 City Council Hearing. This task also includes teleconferences, monthly progress reports, and invoices.

TASK 5: PUBLIC OUTREACH

During preparation of the Bluffs at Hidden Springs Specific Plan, community engagement will be required to inform the public of the specific plan process and provide opportunities for public comment and feedback. PlaceWorks is prepared to facilitate 2 public workshops to engage community members to inform and gather feedback.

ENVIRONMENTAL SERVICES

Submitted Technical Studies

The applicant has provided the following technical studies that the PlaceWorks' team will peer review for incorporation into the EIR. We understand that the original preparers of the studies may not be available for edits or updates to the study and that additional work may be needed to meet the requirements of the EIR. Until the peer review is completed we will not know the extent of any 'gaps' that need to be filled and may need to increase the scope and fee to complete the EIR:

- *Aquatic Resources Delineation Report for the Bluffs at Hidden Springs Specific Plan Project (PA 22-0019) in the City of Wildomar, Riverside County,* California, Dudek, March 1, 2023
- *Notification of Partial Focused Burrowing Owl Survey for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California*, Psomas, June 8, 2023
- *Draft Biological Technical Report – Bluffs at Hidden Springs Specific Plan Project (PA 22-019)* Dudek, March 2023
- *Notification of Partial Focused Least Bell's Vireo Surveys for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California,* Psomas, June 8, 2023
- *Phase I Cultural Resources Assessment – The Bluffs at Hidden Springs Specific Plan Project, City of Wildomar, Riverside County, California,* Dudek, March 2023
- *Paleontological Resources Inventory Letter Memorandum – The Bluffs at Hidden Springs Specific Plan Project,* Dudek, March 2023
- *Phase I Environmental Site Assessment The Bluffs at Hidden Springs Specific Plan Project (PA No 22-019),* Dudek, February 2023

It is assumed that the City will peer review the following technical studies; PlaceWorks will incorporate these final reports into the EIR:

- *Preliminary Geotechnical Investigation Bluffs at Hidden Springs Development,* Alta California Geotechnical, Inc., March 1, 2023
- *Hydrology Report County of Riverside Bluffs at Hidden Springs,* Alliance Land Planning and Engineering, Inc., February 2023
- *Project Specific Water Quality Management Plan,* Alliance Land Planning and Engineering, Inc., February 22, 2023
- *Sewer System Analysis for the Bluffs at Hidden Springs Project,* Dexter Wilson Engineering, Inc., January 2023
- *Water System Analysis for the Bluffs at Hidden Springs Project,* Dexter Wilson Engineering, Inc., January 2023

Scope of the EIR

The table below shows our assumptions on the contents of the EIR. Issues with "Less Than Significant Impacts" are those that would be analyzed in Chapter 8, *Impacts Found Not to be Significant,* and issues with "Potentially Significant" would be analyzed in detail in Chapter 5, *Environmental Analysis.* Note that the table is based on our current knowledge of the project and may be refined during preparation of the detailed project description, comments received during the public notice of preparation (NOP), scoping meeting, and conclusion of the technical studies.

Environmental Issue Disposition

ENVIRONMENTAL ISSUE	LESS THAN SIGNIFI-CANT IMPACTS	POTENTIALLY SIG-NIFICANT IMPACTS
Aesthetics		X
Agriculture & Forestry	X	
Air Quality		X
Biological Resources		X
Cultural Resources		X
Energy		X
Geology and Soils		X
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials		X
Hydrology and Water Quality		X
Land Use and Planning	X	
Mineral Resources	X	
Noise		X
Population and Housing		X
Public Services		X
Recreation	X	
Transportation		X
Tribal Cultural Resources		X
Utilities and Service Systems		X
Wildfire		X
Alternatives		X
Cumulative		X

Scope of Work

TASK 6: NOTICE OF PREPARATION AND SCOPING MEETING

PlaceWorks will draft the NOP for public review and prepare the document for circulation. PlaceWorks will prepare drafts of all requisite filing forms and submit the electronic NOP to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation

with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

We recommend holding a public scoping meeting approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR. PlaceWorks will provide a PowerPoint in support of the meeting and will either attend the meetings in person, or participate via Zoom or other electronic media platform, to explain the CEQA process and the scope of the EIR.

TASK 7: TECHNICAL ANALYSES

PlaceWorks has teamed with Fehr and Peers, and Ecorp to peer review previously completed technical studies, and to prepare new studies to evaluate the environmental impacts of the proposed Specific Plan.

Task 7.1 Air Quality, Energy, and Greenhouse Gas Emissions Analyses (PlaceWorks)

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis to evaluate the potential impacts of the proposed project. Based on preliminary information received, it is assumed the Specific Plan would allow commercial, office, and residential uses and would not involve a water park or industrial land uses. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (South Coast AQMD). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the latest California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be identified, as needed, to reduce potentially significant impacts of each proposed project option. The results of the technical analyses will be compiled into the Draft EIR (DEIR) and model outputs will be included as an appendix. A description of the individual tasks is provided below:

Construction Phase. PlaceWorks will quantify short-term emissions generated from construction of the proposed project. It is anticipated that the Specific Plan could be developed in up to three development phases and require substantial infrastructure improvements. Preliminary emissions modeling for the plan-level analysis will be based on the anticipated construction schedule and duration, the anticipated equipment for each construction subphase, and demolition debris and soil haul volumes (if applicable) available at the time of the analysis. Where information is not currently available, PlaceWorks will coordinate with the City and Specific Plan team to develop the appropriate assumptions to determine a reasonable estimate of worst-case project emissions. Maximum daily construction emissions will be compared to the South Coast AQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to South Coast AQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the sensitive and non-sensitive uses proximate to the project site. Because the Specific Plan is being evaluated at a plan-level, a construction health risk assessment is

not proposed at this time. The EIR will include mitigation for future site-specific construction HRAs as new development is proposed using performance standards identified by South Coast AQMD.

Operational Phase. PlaceWorks will quantify emissions associated with buildout of the Specific Plan at the horizon year of the proposed project. Buildout of the proposed project would generate criteria air pollutant and GHG emissions from area sources (e.g., landscaping, paints and consumer cleaning products), energy use (e.g., natural gas for heating, and electricity), mobile sources (passenger vehicles), and indirect GHG emissions from water use/wastewater generation and solid waste disposal. Emissions from mobile sources for will be quantified based on the weekday and weekend average daily trip generation and vehicle miles traveled (VMT) provided by the traffic engineer (Fehr & Peers). It is our understanding that the Specific Plan would not permit industrial/warehouse land uses; and therefore, an operational HRA is not warranted. Overall, project operational phase emissions will be compared to South Coast AQMD's significance thresholds for regional and localized air quality impacts.

Other Air Quality Impacts. The South Coast Air Basin (SoCAB) is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), fine inhalable particulate matter ($PM_{2.5}$), coarse inhalable particulate matter (PM_{10}), and lead (Los Angeles County only). South Coast AQMD has adopted air quality management plans (AQMPs) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to South Coast AQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS; therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. PlaceWorks will also describe potential odor impacts associated the proposed project.

Project Consistency with Plans Adopted to Reduce GHG Emissions. PlaceWorks will provide a discussion on the GHG reduction goals of Senate Bill 32 (SB 32), Assembly Bill (AB) 1279, and SB 375. To achieve the GHG reduction targets SB 32 and AB 1279, the California Air Resources Board (CARB) adopted the 2022 Scoping Plan Update. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. PlaceWorks will provide a consistency analysis with these statewide, and regional GHG emissions reduction strategies.

Energy. PlaceWorks will quantify the energy use associated with project-related construction activity (i.e., fuels consumed by construction equipment and on-road vehicles) and from project operations. Fuel use for construction-related on-road vehicles will be modeled using fuel use data from EMFAC. Long-term on-road fuel usage will be based on vehicle trip generation and VMT (if available) data provided by Fehr and Peers. Construction-

and operation-related off-road equipment fuel use will be based on fuel use data from OFFROAD and on the equipment mixes and operating hours assumed for the project. Electricity and natural gas use associated with operation of the proposed buildings will be based the size and type of land use(s) proposed and on default CalEEMod energy rates. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program.

Deliverables

- Air Quality, Energy and GHG Emissions sections of the DEIR and modeling data as an Appendix to the DEIR.

Task 7.2 Noise Analysis (PlaceWorks)

PlaceWorks will prepare the noise and vibration technical analyses to support the City of Wildomar in relation to the analysis for the Bluffs at Hidden Springs Specific Plan. The technical noise impact analysis will discuss relevant standards and criteria for noise exposure, including those in the City's General Plan Noise Element and Municipal Code. The results of this analysis will be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions. To characterize the existing conditions, PlaceWorks will conduct a noise measurement survey to acquire ambient noise level data. The survey will consist of up to 6 short-term (15-minute) and 2 long-term (24-hour) locations. These measurement locations will be selected by PlaceWorks and will take into consideration the location of existing roadways and noise sensitive receivers in the project vicinity. The results of the noise measurement survey will be incorporated into the environmental document prepared for the proposed project.

Transportation Noise. PlaceWorks will assess the potential in traffic noise levels along major arterials and highways, and identify areas along roadway segments that would either be exposed to noise levels above established criteria or result in an increase more than 3 dBA over the baseline levels. Aircraft noise, though not anticipated to be significant, will also be addressed.

Stationary Noise. Noise impacts from non-transportation sources will be evaluated, due to the newly proposed land uses, and assessed based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in terms of potential impacts to noise-sensitive receptors in the immediate vicinity and the noise limitations identified within the City's Municipal Code.

Construction Noise and Vibration. PlaceWorks will provide a qualitative analysis for potential construction impacts associated with implementation of the proposed specific plan updates. Noise and vibration effects from construction activities will be estimated based on generic or standard construction information, and the results will be discussed in terms of accepted local noise standards and the Federal Transit Administration

guidance manual on vibration impacts. Feasible mitigation measures, if required, will be identified to minimize noise and vibration impacts associated with implementation of the proposed project.

Deliverables:

- The noise and vibration analysis will be summarized in the environmental document with technical modeling included as an Appendix.

Task 7.3 Wildfire Analysis (PlaceWorks)

The Bluffs at Hidden Springs Specific Plan is located on lands within a Very High Fire Hazard Severity Zone, and therefore, PlaceWorks will evaluate the potential for the Specific Plan to result in wildfire-related impacts, consistent with Appendix G of the CEQA Guidelines and the California Attorney General's Wildfire Impact Analysis guidance. This analysis will include a review of wildfire-related measures in the currently adopted General Plan Safety Element, 2022 Local Hazard Mitigation Plan, and Wildomar Municipal Codes, as well as regional projects and state requirements already in place to minimize wildfire and evacuation impacts for the Specific Plan area. This section will also evaluate the evacuation route capacity and timing under existing conditions and implementation of the Proposed Project, to determine impacts to the implementation of the City's Emergency Operations Plan. This analysis would include coordination with the CAL FIRE Riverside County Fire Department and Riverside County Sheriff's Department to determine consistency with the City's Emergency Operations Plan for evacuation.

Deliverables:

- The wildfire analysis will be summarized in the environmental document.

Task 7.4 Visual Simulations (PlaceWorks)

PlaceWorks will construct a model of the proposed development and the surrounding area based on the information provided by the Applicant. The model of the proposed project will be incorporated with photos taken at up to 6 (six) public viewpoints to create photo renderings and to assess the potential of impacted views. PlaceWorks will coordinate with the City to confirm which viewpoints to use. To accurately model the development, the Applicant will provide detailed drawings of the proposed project, which PlaceWorks will then use SketchUp® software to geo-locate the model and generate virtual cameras to match the 6 public viewpoint photos taken onsite. The view simulations will include a computer rendering of the Bluffs at Hidden Springs merged with photos taken at specific locations around the site and accurately reflect the size and scale of the proposed buildings. All proposed buildings will be modeled conceptually based on the footprints and building heights provided. Lumion will be used to provide conceptual vegetation based on the landscape plan (if provided) for the proposed project. Construction of the view simulation model will require the following information from the Applicant, architect, and/or engineer:

- Data needs for view simulations:
    - CAD drawing of the site plan for the proposed project
    - CAD drawing of existing topography that extends 100 feet past the project boundary
    - CAD drawing of proposed grading plan
    - Proposed landscape plan – if no planting plan is provided, a conceptual tree planting plan will be created
- If additional visual simulations are needed, then PlaceWorks will prepare an additional scope of work.

Deliverables:

- Up to six visual simulations of the proposed project.

Task 7.5 Biological Resources Reports Peer Review (Ecorp)

An ECORP senior-level biologist will conduct a peer review of the following reports prepared by Dudek and Psomas:

- *Aquatic Resources Delineation Report for the Bluffs at Hidden Springs Specific Plan Project (PA 22-0019) in the City of Wildomar, Riverside County,* California, Dudek, March 1, 2023
- *Notification of Partial Focused Burrowing Owl Survey for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California*, Psomas, June 8, 2023
- *Draft Biological Technical Report – Bluffs at Hidden Springs Specific Plan Project (PA 22-019)*, Dudek, March 2023
- *Notification of Partial Focused Least Bell's Vireo Surveys for the Bluffs at Hidden Springs Project, City of Wildomar, Riverside County, California,* Psomas, June 8, 2023

ECORP will ascertain whether the baseline information for a complete, defensible CEQA Biological Resources section has been provided. These reports will be evaluated to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses will be determined and, if applicable, noted in the review but will not be conducted by ECORP under this scope of work. Conclusions, impacts, significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and content, and a determination will be made as to whether they are in conformance with all the CEQA and Multiple Species Habitat Conservation Plan (MSHCP) guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will also be reviewed. A summary of the findings will be provided to the City in a letter report. ECORP will provide one electronic copy (PDF) of the report delivered by email.

Costs for this task include peer reviews of the reports prepared for the proposed project and preparation of a comment letter. It is assumed that the report will require minimal comments by ECORP's Senior Biologist. No survey work, coordination with regulatory agencies, preparation of permit applications, or other reporting outside of what is described above is included in this task. ECORP assumes one round of review of the technical report will be necessary.

Deliverables:

- Comment letter submitted electronically.

Task 7.6 Cultural Resources Report Peer Review (Ecorp)

ECORP will perform a peer review of the cultural resources technical report prepared for the Project, *Phase I Cultural Resources Assessment, The Bluffs at Hidden Springs Specific Plan Project, City of Wildomar Riverside County, California* (Dudek 2023). The peer review will be conducted by a qualified senior staff who meet the Secretary of the Interior's Professional Qualifications Standards for archaeology. The report will be reviewed to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses, if applicable, will be noted in the review, but will not be conducted by ECORP under this scope of work. Conclusions, impact significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and to determine if they are in conformance with CEQA guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will be reviewed.

Costs for this task only include peer review of the cultural resources technical report prepared for the proposed project and preparation of a comment letter. It is assumed that the report will require minimal peer review comments. No survey work, coordination with regulatory agencies, preparation of permit applications, or other reporting outside of what is described above is included in this task. ECORP assumes one round of review of the technical report will be necessary.

Deliverables:

- Comment letter submitted electronically.

Task 7.7 Transportation Studies (Fehr&Peers)

As a subconsultant to PlaceWorks, Fehr and Peers will prepare the following transportation-related studies.

Task 7.1 – Scenario Planning **(Fehr&Peers)**

Fehr & Peers will provide information on traffic and circulation to assist in the finalization of the site planning effort for the specific plan area. It is our understanding that the land use and circulation details of the specific plan area have not been finalized and this task will focus on answering the following questions:

- How much traffic can the local roadways serving the site accommodate?
- What does the internal circulation system look like? Fehr and Peers envision this will be a workshop-like process working with the urban design team at Place-Works.
- What are the critical improvements needed at key intersections to serve the project site?

To assist with answering these questions, Fehr and Peers will collect the peak hour intersection turning movement counts at:

1. Palomar Street/Clifton Keith Road
2. Hidden Springs Road/Clifton Keith Road
3. I-15 South Ramps/Clifton Keith Road
4. I-15 North Ramps/Clifton Keith Road

Fehr and Peers will also collect 24-hour roadway segment counts (with heavy vehicle classification) on:

1. Clifton Keith Road between Palomar Street and Hidden Springs Road
2. Palomar Street south of Clifton Keith Road
3. Jefferson Avenue south of Grizzly Road

Intersection turning movement data will be collected during the AM and PM peak periods (7:00 – 9:00 AM and 4:00 – 6:00 PM). All traffic counts will be collected during fair weather, while school is in session, and during a typical (non-holiday) Tuesday, Wednesday, or Thursday.

Fehr and Peers will calculate the existing intersection or roadway LOS at these study locations and identify any existing deficiencies in traffic capacity or operations including any "reserved capacity" that can accommodate the project compared to both the existing configurations and based on the General Plan roadway classifications.

Fehr and Peers have budgeted 32 staff hours to participate in workshop-like settings in which Fehr and Peers can estimate trip generation/distribution/assignment for each land use alternative developed by PlaceWorks and identify key needed infrastructure to serve

the project. Fehr and Peers will also use this time to do estimates of internal traffic estimates and roadway cross-section development to serve the proposed project.

Deliverables:

- Recommendations will be provided for inclusion in the specific plan document.

***Task 7.2 – Transportation Impact Analysis for CEQA* (Fehr&Peers)**

Task 7.2.1 – Scoping Agreement

Once the site plan and project description has been finalized, Fehr & Peers will prepare a Transportation Impact Analysis (TIA) scoping agreement consistent with the City of Wildomar requirements. Fehr and Peers will confirm the technical approach and study area for Tasks 2.7.2.2 through 2.7.2.5. Fehr and Peers will respond to one round of consolidated comments and submit as final.

Deliverables:

- Draft and Final Scoping Agreement.

Task 7.2.2 – VMT Analysis

Fehr & Peers will conduct a VMT analysis based on the City of Wildomar's adopted VMT methodology and thresholds (adopted in June 2020).

Fehr & Peers will review the model and update the traffic analysis zone structure at the site so Fehr & Peers can isolate proposed uses at the Project site. The following scenario forecasts will be estimated:

- Baseline No Project
- Baseline With Proposed Project
- Future Year (2050) No Project
- Future Year (2050) With Proposed Project

Fehr & Peers will complete both a project-level assessment (project-generated VMT) and estimate the Project's effect on VMT for the Project. The Origin-Destination Method will be utilized to develop project-level forecasts accounting for all VMT generated by the Project from the site to their ultimate destinations. The Boundary Method will be utilized to measure the Project's effect on VMT. Fehr & Peers will work with the City of Wildomar to establish an appropriate boundary as a typically boundary used for this assessment is the City limit; but the Project's location adjacent to the City limit is likely inappropriate as trips headed to/from the project south would be "truncated by the artificial boundary" and would not provide a full disclosure of potential Project impacts.

The VMT impact analysis will compare Project VMT estimates against the City's thresholds of significance. Summary tables will be provided to document VMT and VMT per service

population for each of the study scenarios. Fehr & Peers will identify impacts if the Project is forecast to be greater than the City's significance threshold. In addition to the VMT impact analysis, Fehr & Peers will prepare OD VMT for the AQ and GHG analysis, which will include VMT by fleet mix and VMT by speed bin.

If significant impacts are identified and mitigation is required, Fehr & Peers will recommend feasible mitigation for those impacts. For VMT-related impacts, Fehr & Peers will look toward potential Transportation Demand Management (TDM) measures to reduce those impacts. If needed, Fehr & Peers can work with the project team and the City to identify a feasible TDM program and will test the associated VMT reductions from that program through the methodology and information presented in the California Air Pollution Control Officers Association (CAPCOA) guidance.

Deliverables:

- Draft and final VMT assessment.

Task 7.2.3 – LOS Traffic Study

Fehr & Peers will collect peak hour turning movement data at up to ten (10) additional (in addition to those listed in Task 1) intersections for LOS analysis. This would provide for a total of up to fourteen (14) study intersections in the LOS assessment.

Please note that the study area will be finalized during the scoping process and will be completely dependent on the number of trips generated by the project. This portion of the scope may need to be expanded or contracted and our fee updated accordingly based on the results of the planning process.

Fehr & Peers will also collect 24-hour roadway segment counts (with heavy vehicle classification) at up to two (2) additional locations for use in preparing roadway forecasts for the noise assessment. Fehr & Peers will provide the roadway segment volumes, fleet mix, time of day splits, speed limits, number of lanes and roadway widths with the roadway forecasts for the noise assessment.

Intersection turning movement data will be collected during the AM and PM peak periods (7:00 – 9:00 AM and 4:00 – 6:00 PM). All traffic counts will be collected during fair weather, while school is in session, and during a typical (non-holiday) Tuesday, Wednesday, or Thursday.

It should be noted that this assessment will not be used to determine significant CEQA transportation impacts but is required by the City as part of their project review process. The results of the analysis will be utilized to assist in appropriately sizing City infrastructure.

Fehr & Peers anticipated including the following scenarios in the LOS study:

- Existing
- Opening Year no Project
- Opening Year plus Project
- Cumulative Horizon Year no Project
- Cumulative Horizon Year plus Project

As part of this assessment the following will be completed:

- Future Year Forecasts – Fehr & Peers will utilize the Riverside Countywide Model (RIVCOM) to develop future forecasts at the study intersections after incorporating approved and pending projects in the study area. Fehr & Peers will add the project trip forecasts to the "no project" forecasts to develop traffic volumes for "with project" scenario at the study intersections.

- LOS Analysis – Fehr & Peers will utilize the Highway Capacity Manual 7th Edition (2022) to determine the associated LOS for the study intersections and Project driveways under each "no project" and "with project" scenario. Fehr & Peers will use intersection signal control information from the appropriate agency. Fehr & Peers will report LOS at each study intersection for the AM and PM peak hours. Synchro will be used for the LOS assessment so that existing signal timing parameters will be incorporated into the assessment and vehicle progression along travel corridors can be accurately accounted for.

- Ramp Queueing Assessment – A queuing assessment will be performed at all Caltrans off-ramps to review storage capacity on Caltrans facilities, consistent with the latest Caltrans safety guidance.

Task 7.2.4 – Non-Automotive Assessment

Fehr & Peers will evaluate the Project's consistency with non-automotive modes. This will be completed by determining whether the project is consistent with existing and future infrastructure/policies supporting these modes (e.g. consistency of the project with existing or planned bikeway/transit/pedestrian facilities in the area).

Task 7.2.5 – Evacuation Analysis

Fehr & Peers will complete a quantitative analysis, using Fehr & Peers' EVAC+ tool, of evacuation patterns for up to two evacuation scenarios. It is anticipated that these scenarios would be wildfire evacuation scenarios as the specific plan area is in a Very High Fire Hazard Zone and would consider varying road closure patterns associated with a wildfire event.

Based on the defined evacuation scenarios, the first step in the operations analysis will focus on estimating the number of vehicle trips during each evacuation event. Fehr &

Peers will utilize the RIVCOM travel demand model socio-economic data and trip generation information for the evacuation zone to estimate travel demand. This data includes a variety of information based on census data, including persons per household, number of employees, auto-ownership information, population, and other factors that could affect the number of vehicles per household used during evacuation. The travel demand will also consider time of day. For example, an evacuation event during the middle of the night would create an evacuation trip for most that would begin at their home and end at either the evacuation center or somewhere external to the Study Area. Conversely, an event that occurred during the middle of the day (when people are shopping) could delay evacuation movements as people come home first to access their belongings prior to leaving.

The during-evacuation traffic operations analysis will utilize Fehr & Peers' EVAC+ Tool. This tool will be customized to reflect the local evacuation roadway network and traffic demand data extracted from the RIVCOM travel demand forecasting model. The tool then references trip tables for areas outside of the Study Area to form the "background" traffic estimates on the roadways not affected during an evacuation event. Areas affected by the evacuation event are then processed through the EVAC+ Tool trip estimator to estimate the number and sequencing of trips that occur due to the event.

The sub-area extracted network and new trip tables are then input into a Dynamic Traffic Assignment (DTA) model. A DTA model estimates traffic and levels of congestion on 15-minute intervals and, as link congestion builds (roads fill with cars), the model dynamically reassigns traffic to less-congested routes, if available. This is a more accurate way of estimating trip assignment and identifying congested locations on the network that should be considered during an evacuation event. The results of this modeling effort will be used to identify bottlenecks in the surrounding roadway network during each evacuation scenario.

The results of the traffic operations analysis will be illustrated in figures and metrics will be summarized in tables to highlight the key findings, including evacuation travel times and congestion bottlenecks.

Please note that SBCTA/WRCOG is undertaking an effort to create a similar process to our EVAC+ assessment as part of a Caltrans planning grant effort. If that tool is available for use when the evacuation assessment is needed, then Fehr & Peers could utilize that tool and adjust our scope/fee accordingly.

Task 7.2.6 – Documentation

Fehr & Peers will prepare a draft traffic study report that summarizes the analysis methods, data, the non-automotive assessment, LOS analysis, VMT analysis, and evacuation assessment. The draft report will be submitted to the project team for review. Fehr and Peers will respond to one round of consolidated comments from the project team on the draft report.

Task 7.8 Water Supply Assessment (PlaceWorks)

The scope of work for the Water Supply Assessment (WSA) is designed to meet the requirements of California Senate Bill 610 (SB 610). SB 610 requires an assessment of whether available water supplies are sufficient to serve the demand generated by the proposed project, as well as the reasonably foreseeable cumulative demand in the region over the next 20 years under average normal year, single dry year, and multiple dry year conditions. In some jurisdictions, the local water purveyor prepares the WSA; in other cases, the project applicant prepares the WSA. This scope of work and cost estimate is presented in the case that the local water purveyor does not conduct the analysis. The WSA will rely on information provided in the Elsinore Valley Municipal Water District's *2020 Urban Water Management Plan* and water demand factors based on land use. The WSA will include the following information:

1) Sources of water supply
2) Quantification of past, current, and projected future water demands
3) Quantification of past, current, and projected water supply
4) Evaluation of drought impacts and consideration of variability in demand and supply based upon hydrologic conditions
5) Assessment of water supply sufficiency for the project, based upon this analysis.

If there are insufficient supplies to meet the demand over the next 20 years, additional sources of supply would need to be identified. If this is the case, the WSA will make recommendations on how and where these new supply sources will come from. The WSA can also recommend project modifications that could reduce the demand (water usage) at the project site. Recommended demand reductions could be incorporated into the Draft EIR for the proposed project as specific mitigation measures, project alternatives, or both.

Deliverables:

- WSA report

TASK 8: ADMINISTRATIVE & PUBLIC DRAFT EIR

Preparation of the EIR will follow the CEQA Guidelines and prepare administrative drafts of all environmental documents as electronic submittals. The scope assumes a single set of consolidated electronic comments from the City. Public review drafts of all documents will be provided in both electronic and hard copy as requested in the final scope of work. PlaceWorks will also provide electronic draft versions of all notices and transmittals for review by the City.

PlaceWorks will prepare the document for review in separate chapters with graphics. To the maximum extent practicable, the analysis will rely upon the technical studies

provided. At the end of staff review we will meet with staff to discuss the comments and outline changes to the document.

The Public Draft EIR will be provided in electronic format for posting on the website. PlaceWorks will prepare the electronic filing of the documents with the California state clearinghouse.

Deliverables:

- Notice of Preparation (NOP)
- Scoping Meeting Materials (PowerPoint)
- Administrative Draft EIR
- Public Draft EIR

TASK 9: FINAL EIR, FINDINGS, AND MITIGATION MONITORING AND REPORTING PROGRAM

The Final EIR will include response to comments, provide any edits needed to respond to comments received on the Draft EIR, and collaborate on responses that involve the project description or City actions. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the EIR. This scope and budget estimate the time needed to prepare the Final EIR; we may need to reevaluate the scope and budget if significantly more comments are received.

PlaceWorks will prepare Draft Findings for review by the City. PlaceWorks will prepare a Mitigation Monitoring and Reporting Program (MMRP) resulting from any changes discussed in the EIR. PlaceWorks will provide electronic copies of the Final EIR, Findings, and MMRP for use in the staff report. PlaceWorks will assist in preparing the staff report and PowerPoint presentation for the project and will attend the certification hearing(s) for the EIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.

Deliverables:

- Administrative Draft Final EIR, Findings, and MMRP
- Public Draft Final EIR, Findings, and MMRP
- Draft Public Notices including availability, SCH e-filing forms, Notice of Determination (NOD)
- Presentation materials for certification hearings

TASK 10: MEETINGS AND PROJECT COORDINATION

The proposed project is significant to the City and will involve regular internal coordination calls, as well as meetings with other agencies and departments (as needed). This task includes hours to accommodate these meetings.

Timeline

The following assumes that the Specific Plan concepts will be well enough developed to begin the EIR just after the first of the year. This timeline may shift slightly if there is a desire to complete the workshops and charette before releasing the NOP. The final schedule will be discussed at the kick off meeting and adjustments can be made as the project develops.

Milestone	Days	Estimated Date
Specific Plan		
Authorization to Proceed	--	Friday, November 1, 2024
Geographic Information System (GIS) Database	31	Monday, December 2, 2024
Visioning Workshop & Charette	60	Friday, January 31, 2025
Conceptual Community Structure Plan	31	Monday, March 3, 2025
Specific Plan	21	Monday, March 24, 2025
Environmental Impact Report		
Admin Draft NOP	14	Monday, December 16, 2024
Staff/Applicant Review of NOP	14	Monday, December 30, 2024
Begin 30-day Public NOP Comment Period	7	Monday, January 6, 2025
EIR Scoping Meeting	14	Monday, January 20, 2025
End of 30-day NOP Comment Period	30	Wednesday, February 5, 2025
Administrative Draft EIR	121	Wednesday, May 7, 2025
Staff/Applicant Review of Admin Draft EIR	30	Friday, June 6, 2025
Preparation of Public Draft EIR	21	Friday, June 27, 2025
Screencheck Draft EIR	14	Friday, July 11, 2025
Begin 45-day Public EIR Comment Period	7	Friday, July 18, 2025
End 45-day Public EIR Comment Period	45	Saturday, July 19, 2025
Admin Draft Final EIR to City/Applicant for review	32	Wednesday, August 20, 2025
Staff/Applicant Review of Public Final EIR Package	30	Friday, September 19, 2025
Final EIR Package to the City	7	Friday, September 26, 2025

The **shaded rows** represent staff/applicant review of the draft documents. Note that the final EIR is often an iterative process that begins as soon as the first comments are received and that public agencies must receive a response ten days prior to acting on the project. Final review is typically a screen-check acceptance of the document to ensure all changes have been made.

Budget

The total estimated project cost is $960,859 although as mentioned additional technical services may be needed following peer review of the studies. A five percent contingency is included to help offset this potential; however, the exact scope and extent of any additional study will need to be determined. No work outside of the scope or budget will be initiated without prior authorization.

Task	Milestone	Total
1	Geographic Information System (GIS) Database	$15,000
2	Visioning Workshop Charette (date to be set)	$20,000
3	Conceptual Community Structure Plan	$120,000
4	Specific Plan	$169,700
5	Public Outreach	$53,000
	Specific Plan Sub-Total	**$377,700**
6	Notice of Preparation and Scoping Meeting	$16,728
7	Technical Appendices	--
7.1	*Air Quality, Energy, Greenhouse Gas*	*$24,687*
7.2	*Noise Analysis*	*$7,064*
7.3	*Wildfire Analysis*	*$6,824*
7.4	*Visual Simulations*	*$18,165*
7.5	*Biological Resources Reports Peer Review*	*$10,951*
7.6	*Cultural Resources Report Peer Review*	*$4,587*
7.7	*Transportation*	*$141,680*
7.8	*Water Supply Assessment*	*$11,210*
8	Administrative & Public Draft EIR	$174,736
9	Final EIR, Findings, and Mitigation Monitoring and Reporting Program	$65,989
10	Meetings and Project/Specific Plan Coordination	$46,283
	Reimbursable Expenses Estimate*	$8,500
	EIR Sub-Total	**$537,404**
Contingency @ 5% Total		*$45,755*
Grand Total All Tasks		**$960,859**

**Expenses are actual plus 10%*

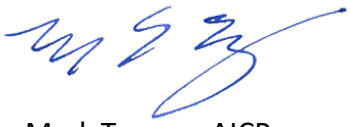
Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.5574.

Thank you for the opportunity to propose on this project.

Respectfully submitted,

PLACEWORKS



Mark Teague, AICP
Managing Principal

EXHIBIT "B"

COMPENSATION

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

A. Refer to Scope of Services for Budget/Compensation

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount outlined in the Scope of Services for Budget/Compensation.

III. The total compensation for the Services shall not exceed $960,859.00, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

Exhibit C

Insurance Requirements

Service Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(Not required if Service Provider provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attach A-MND-Tri Party Agreement [9-11-24]

Final Audit Report 2024-08-29

Created:	2024-08-28
By:	Matthew Bassi (mbassi@cityofwildomar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY8SHxanNkhRY0Wbylz3FPIRWAPwyUhov

"Attach A-MND-Tri Party Agreement [9-11-24]" History

Document created by Matthew Bassi (mbassi@cityofwildomar.org)
2024-08-28 - 4:43:14 PM GMT

Document emailed to Tom Clark (royalclarkdevco@aol.com) for signature
2024-08-28 - 4:43:30 PM GMT

Document emailed to Louis Dargenzio (louis@ldargroup.com) for signature
2024-08-28 - 4:43:30 PM GMT

Email viewed by Tom Clark (royalclarkdevco@aol.com)
2024-08-28 - 5:07:18 PM GMT

Email viewed by Louis Dargenzio (louis@ldargroup.com)
2024-08-29 - 7:00:14 PM GMT

Document e-signed by Louis Dargenzio (louis@ldargroup.com)
Signature Date: 2024-08-29 - 7:00:33 PM GMT - Time Source: server

Document e-signed by Tom Clark (royalclarkdevco@aol.com)
Signature Date: 2024-08-29 - 7:03:51 PM GMT - Time Source: server

Agreement completed.
2024-08-29 - 7:03:51 PM GMT

SUBJECT: Agreement for Municipal Financial Advisory Services

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
Authorize the City Manager to execute the Agreement for Services with CSG Advisors, Inc. for Municipal Financial Advisory Services

BACKGROUND:
The Administrative Services Department issued a Request for Pre Qualifications for qualified municipal advisors on July 28, 2021. Five proposals were received, and CSG Advisors, Inc. was one of two municipal advisors selected to serve in a pre-qualified pool. Within the past year, Scott Smith, with CSG Advisors, Inc. has been instrumental in teaching staff about CFD financing, helped model various debt scenarios for funding future park projects, and was the municipal advisor on the bond financing for CFD 2022-3. The service provided has been excellent, leading to successful outcomes for the City.

DISCUSSION:
The City currently has three facility CFD's which were established for Bond Financing. CFD 2022-3 recently issued bonds. CFD 2022-2 (Horizon Place) and CFD 2023-1 (Avalino) will issue bonds once development has reached a point where there is an adequate diversity of ownership. It is important that the City have a Municipal Advisor on hand to work with the Special Tax consultant and the Developers to help determine those milestones. The Municipal Advisor can also provide additional training to staff, helping to ensure that the City is ready to process bond proceed requests and adequately report bond activity.

The attached agreement is for a term of three years. This will ensure that there is a professional consultant on hand to guide the City in future financings.

FISCAL IMPACT:
There is no fiscal impact to the General fund. The Municipal Advisor is paid out of bond proceeds on financing projects. On formation projects, the Developer pays consultant fees out of a deposit account. Should the City require a special study that would necessitate a General Fund contribution, funds will be appropriated at that time.

ATTACHMENTS:
Contract for Services_CSG Advisors_2024-signed.pdf

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

CSG ADVISORS, INCORPORATED

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
CSG ADVISORS, INCORPORATED

This Agreement for Services ("Agreement") is entered into as of this 14th day of August, 2024 by and between the City of Wildomar, a municipal corporation ("City") and CSG Advisors, Inc., a Municipal Advisor ("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 proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

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

C. 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 3 years 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 ONE HUNDRED THOUSAND DOLLARS ($100,000), 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; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

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

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to an concern the result of Service Provider's provision of service and not the means, methods, or scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

Service Provider shall keep itself informed of and comply with all applicable

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

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

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

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

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

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: CSG Advisors, Inc.
Attn: Scott Smith

315 Montgomery Street
San Francisco, CA 94104

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, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

"Service Provider": CSG Advisors

By: _____

Name: Scott Smith

Its (Title): Principal

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

EXHIBIT "A"
SCOPE OF SERVICES

CSG will provide the scope of work as provided below. The scope of services may include but is not limited to:

1. Assisting with structuring financing municipal debt obligations through the issuance of bonds, COPs, bank loans, lines of credit, and state and federal loan programs (or other feasible funding mechanisms), providing independent advice that enables the City to finance projects based on criteria established by City staff and in accordance with city debt policies.

2. Assisting the City with development of strategic financial plans for funding long-term operating, debt service, and capital needs (assisting with evaluating the capital needs of the City and the revenue available to finance those needs).

3. Assist in evaluating and negotiating developer proposals with regard to Mello-Roos financing, existing agreements with the City or other policy areas critical to the City. Assisting with negotiating financing agreements with private landowners and developers.

4. Assistance in the formation of the financing team, including drafting Request for Qualifications and Proposals for financing team members and evaluating responses, if requested.

5. Assistance with cost and risk analysis of various financing structures and strategies.

6. Review and comment on third party market or revenue projections, real estate market study and appraisal, or other analysis related to public financing and consider if market conditions affect the advisability of the bond structure (or present alternative structures for the City to consider).

7. Advise on financing structure and transaction timing.

8. Review and comment on all transaction documents (including resolutions, indenture, loan agreements, official statement, bond purchase agreement, etc.).

9. Interacting with credit rating agencies and credit enhancement providers, as applicable.

10. Assistance in negotiations with bond insurers, letter of credit providers and other financing parties as may be applicable.

11. Bond pricing advice, including research and analyses and assessing marketplace timing.

12. Assist the City with negotiation of underwriting fees.

13. Evaluation of finance team performance and bond sale results, as may be requested.

14. Assistance with identifying appropriate investments for bond proceeds.

15. Identifying and facilitating refinancing and refunding of bond issuances including the following tasks:

    A. Monitoring the feasibility and opportunities to refinance and restructure the City's existing debt to reduce costs to meet its financial objectives.
    B. Providing as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing.
    C. Presenting information to rating agencies on behalf of the City as needed.

16. Attend meetings of the City and its staff on an as-needed basis. Make presentations to City Council or subcommittees of the City Council, as may be directed by staff.

17. Coordinating and participating in all aspects of the bond issuance process, from creating and maintaining a schedule, assisting with the preparation of staff reports and resolutions, conducting independent analysis of financing alternatives, reviewing all aspects of negotiated pricings, monitoring performance of underwriting teams, to post-issuance analysis and all tasks during the process.

18. Coordinate the timing and process of the bond issuance with bond counsel and other participants.

19. Provide staff training on public financing approaches as needed.

20. Assist with periodic review of City policies applicable to debt financing and updating such policies as needed.

21. Assist from time to time with questions of City staff relative to City administration of legal documents or requirements under financing or development agreements relative to public finance.

22. Providing other financial services as requested.

EXHIBIT "B"
COMPENSATION

Consulting Work Not Directly Applicable to a Bond Transaction. CSG will typically agree with City staff, in writing, whether particular consulting work would be done hourly or at a negotiated fixed cost on a non-contingent basis, excluding any reimbursable expenses. This typically depends on whether on-going consultation of a particular matter will require significant time commitment, technical analysis, memorandum, or specialized work product. In some cases, when a particular financing is pending or expected, compensation for such additional work may be paid from bond proceeds, but this is usually determined on a case-by-case basis. Hourly fees for CSG personnel are as follows:

Title	CSG Personnel	Hourly Rate*
Principal	Scott Smith	$345
Vice President	As needed	$290
Senior Associate	As needed	$240
Administrative	As needed	$95

Bond Transaction Work. CSG would work on a contingent fixed fee schedule for each series of bonds for the following types of bond financings once the City has decided on a particular plan of finance on a ***not-to-exceed basis*** unless otherwise authorized by the City. CGS does not track hours for fixed fee assignments. CSG does not charge for follow-up administrative support post-bond issuance. The fee schedule below is exclusive of reimbursable expenses.

Financing Type	***Bond Size***	***Fees****
Tax Allocation Bonds, Utility or Enterprise Revenue Bonds, Lease Revenue Bonds and Certificates of Participation:	Under $10 million $10 million to under $20 million $20 million to under $30 million $30 million to under $40million $40 million to under $50 million Above $50 million	$25,000 $29,500 $34,500 $39,500 $45,000 To be negotiated
Assessment or Community Facility Districts:	Formation of new assessment or community facility district (payable at formation). Assumes work is paid from developer deposit and payable upon governing board approval of the Resolution of Formation.	$10-15,000 (Depending on complexity & duration)
	Plus: by issue size (payable at bond closing)*: Under $10 million $10 million to under $20 million $20 million to under $30 million $30 million to under $40 million Above $50 million	 $25,000 $32,500 $37,500 $45,000 To be negotiated
	* If CSG did not participate in the formation of the CFD for which bonds are issued, add $3,500 to the fixed fee schedule above.	
Competitive Sale	Additional $7,500-12,000 if bonds are sold competitively depending on bond size and complexity.	

Reimbursable Expenses. CSG usually charges for travel, meals, lodging, messenger or overnight delivery if applicable at cost.

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: FY2024-25 Wildland Fire Protection Agreement

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE AGREEMENT WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR WILDLAND FIRE PROTECTION SERVICES FROM JULY 1, 2024 TO JUNE 30, 2025

SUMMARY:
FY2024-25 Wildland Fire Protection Agreement

BACKGROUND:
The State Department of Forestry and Fire Protection (CAL FIRE) provides coverage for wildland fire services for over 650 acres in the city as shown on a map on page 9 of the wildland fire protection agreement. The focus of this proposed Wildland Fire Protection Agreement is located east of 1-15, south of the Cities of Lake Elsinore and Menifee and northwest of the City of Murrieta.

FISCAL IMPACT:
The maximum amount of the Mutual Aide Agreement is $31,789.63.

ACCOUNT CODE:
100-460-4710-51208

ATTACHMENTS:
FY2024-25 Wildomar Wildland Fire Protection Agreement.pdf
Resolution_FY2024-25 Wildland Fire Protection Agreement.docx

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT

LG-W REV 1/2024

AGREEMENT NUMBER	**3CA06913**
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Wildomar

2. The term of this Agreement is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $ 31,789.63
Thirty one thousand, seven hundred eighty nine dollars and sixty three cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	12	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Wildomar

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Dan York, City Manager

ADDRESS
23873 Clinton Keith Rd. #210, Wildomar, CA 92595

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Nathan Barcklay, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Riverside Unit	Local Agency:	City of Wildomar
Name:	Bill Wesier	Name:	Dan York
Phone:	951-940-6900	Phone:	951-677-7751
Fax:	951-940-6910	Fax:	NA

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Bill Weiser	Local Agency:	City of Wildomar
Section/Unit:	Riverside Unit	Section/Unit:	City Manager
Attention:	Scott Lane	Attention:	Dan York
Address:	210 W. San Jacinto Av. Perris, CA 92570	Address:	23873 Clinton Keith Rd #201 Wildomar, CA 92595
Phone:	951-940-6900	Phone:	951-677-7751
Fax:	951-940-6910	Fax:	NA

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1 day of July, 2024, by and between the State of California, hereinafter called STATE and City of Wildomar, County of Riverside, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 666 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 42.58 per acre, plus an 12.10% administrative charge for a total of $31.789.63 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

   Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

   If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

   Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

   Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

   This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

   Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **39010**

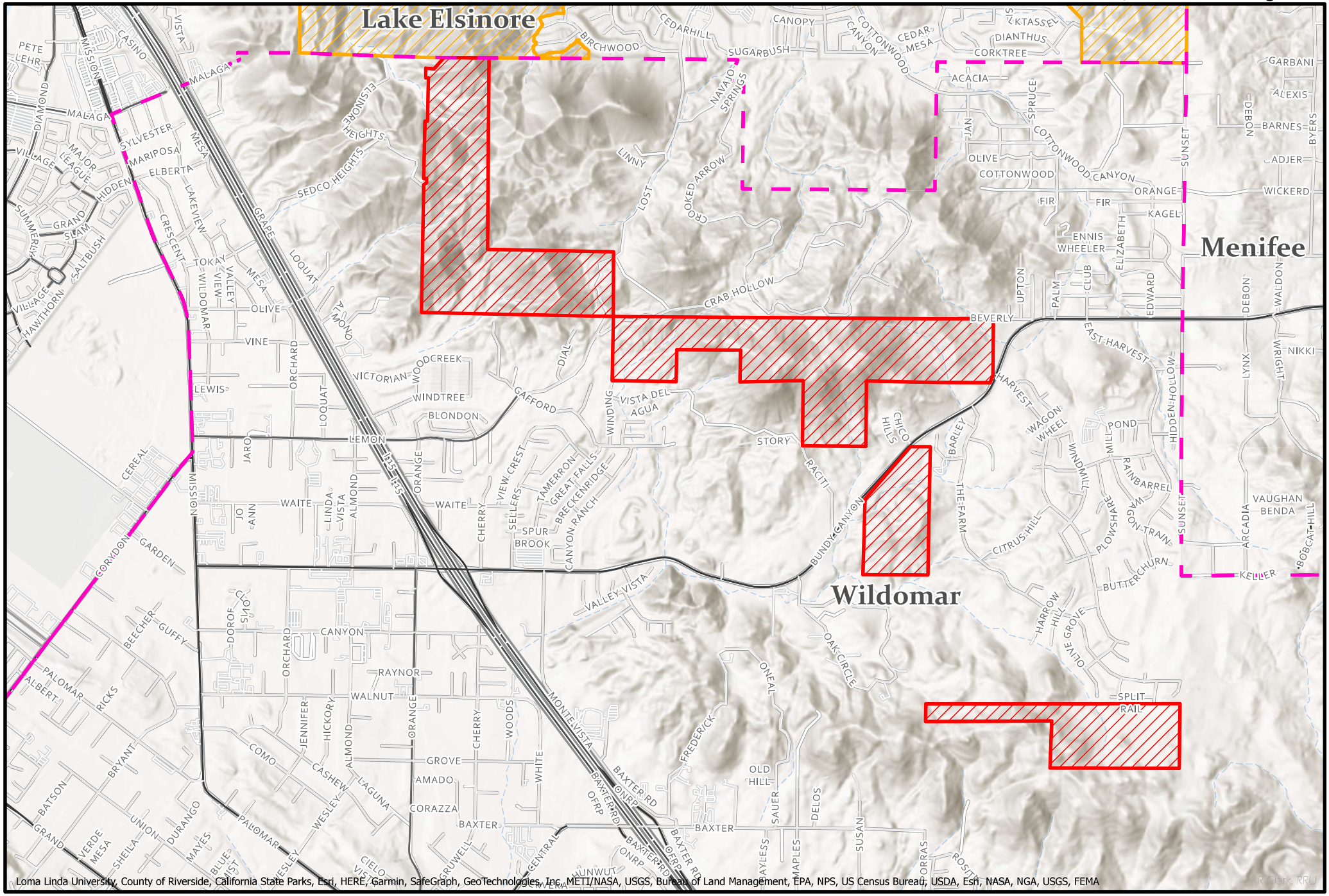
THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Wildomar A LOCAL AGENCY
FOR THE 2024/2025 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 666

General Fund Reimbursement	$ 18.62	$ 12,400.92
Unit Budget	$ 23.96	$ 15,957.36
Sub-Total		$ 28,358.28
Admin Rate	12.10%	$ 3,431.35
Total Protection Cost		**$ 31,789.63**

Comments Section:



WILDOMAR WPA
LAKE ELSINORE WPA
Incorporated Area

Miles
0 0.25 0.5 0.75 1

Wildland Protection Agreement
City of Wildomar

Disclaimer: This map and any data within shall be used for reference only. The State of California and CAL FIRE make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental or consequential damages with respect to any claim by any user or third party on account of or arising from the use of data or maps.

Wildland Operating Plan
Between
The City of Wildomar
and
CAL FIRE/Riverside Unit.

OPERATING PLAN

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APPENDIX

Preplanned Initial Attack Response – Riverside Ranger Unit…… E-1

Preplanned Initial Attack Response – Wildomar City…….. E-1

OPERATING PLAN

1. OVERVIEW
   This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Wildomar, hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits.

2. AUTHORITY
   The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2024.

3. PURPOSE
   This PLAN will provide the Unit Chief of CAL FIRE and the CITY a means for executing the AGREEMENT and is hereby attached as Exhibit E with appendices E-1 to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS
   See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

   A. Fire Reporting/Reports-When CITY receives a report of a wildfire within the area of the AGREEMENT, it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.

   B. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a CITY representative.

C. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See Appendices E-1. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas (DPA's) were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the CITY dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.

D. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.

E. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See Appendices E-1.

F. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.

G. Fire Information: Unified Command-

1. Both agencies will enter into a unified command structure to manage the incident by establishing a common set of incident objectives and strategies. This will be accomplished without losing or abdicating agency authority, responsibility or accountability. A Unified Ordering Point will be identified and established.

2. Representatives of both agencies will meet as needed to discuss procedures governing and locations of potential Information Centers. Both agencies will strive to maintain a roster of certified Public Information Officers for use during emergencies.

3. The Unified Command will determine which agency will provide the Lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.

H. Representatives of CAL FIRE and CITY, of the rank of Battalion Chief or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept

6. ADMINISTRATION

The CAL FIRE Unit Chief and the CITY Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and CITY DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which would might affect the other agency.

7. FIRE PREVENTION

.

A. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and CITY will be expected to conduct a year-round, aggressive fire prevention program using guidelines within the CAL FIRE Handbook 9000 and CITY Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

1. Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.

2. Protection/Planning Issues-Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the city limits is the responsibility of CITY, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.

3. Hazard Reduction Inspections

   a. Home Inspection – CAL FIRE will work directly with CITY to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4123, or the Uniform Fire Code sections when applicable.

   b. Power line Inspections – CAL FIRE will work directly with CITY inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

B. RESPONSIBILITY

CAL FIRE and CITY personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreational use.

2. Increased residential and commercial development.

3. Increased utilization of vacation residences.

4. Industrial activity.

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education

   a. School programs, ages K-12

   b. Roadside sign program

   c. Timely newspaper articles concerning fire awareness

   d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

a. Active PRC 4291 home inspection program in target areas.

b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.

2. Forest practice inspections.

3. Fuel modification using mechanized systems, fire crews, and local resources.

4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.

2. PLAN objectives are being met.

3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit E Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

California Department of Forestry
& Fire Protection
Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

_____ Bill
Weiser, Unit Chief

FOR CITY:

City of Wildomar,

Address: 23873 Clinton Keith Rd,
Suite #201, Wildomar, CA 92595

_____
Dan York, City Manager

STANDARD RESPONSE PLAN FOR VEGETATION FIRES

CALFIRE RRU AND CITY OF WILDOMAR E-1

CALFIRE WPA VEGETATION RESPONSE	BC	E	AA	AT	COP	DOZ	CREW	WT
LOW	1	3						
MED	2	4	1	2	1	2	2	1
HIGH	2	7	1	2	1	2	4	1
CITY OF WILDOMAR VEGETATION RESPONSE								
LOW	1	3						
MED	1	3						
HIGH	1	3						

RESOLUTION NO. 2024-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE AGREEMENT WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR WILDLAND FIRE PROTECTION SERVICES FROM JULY 1, 2024 TO JUNE 30, 2025

WHEREAS, the City of Wildomar incorporated on July 1, 2008; and

WHEREAS, since incorporation the City has contracted with the County of Riverside for Fire Services; and

WHEREAS, the County of Riverside contracts with the State of California's Cal Fire Department; and

WHEREAS, the City Council agrees to enter into a contract with Cal Fire for the Wildland Fire Protection Program.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar, California, does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) to provide wildland fire protection from July 1st, 2024 through June 30th, 2025.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign and execute said agreement on behalf of the City of Wildomar.

PASSED, APPROVED, AND ADOPTED this 11th day of September, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

SUBJECT: Vacation of an Existing 30-foot Road Easement Lot C located in the Faith Bible Church Project Site (Project No. 19-0179)

SUBMITTED BY: Jason Farag, Public Works Director

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 30-FOOT ROAD EASEMENT (LOT "C") LOCATED IN THE FAITH BIBLE PROJECT SITE, INCLUDING A RESERVATION OF A PUBLIC UTILITY EASEMENT

SUMMARY:

The City will vacate an existing 30-foot road easement, running from the intersection of Glazebrook Road and Depasqualle Road to the north property line of the Faith Bible Church Project (Project), as part of a condition of approval for the Project. A public utility easement will be reserved for any existing utilities operating in the area.

BACKGROUND:
Faith Bible Church (Project) is an approved project to establish a 27,489 square-foot church that includes a 16,486 children's ministry building and an 18,024 square-foot gymnasium north of the intersection of Glazebrook Rd. and Depasqualle Rd. Construction of the Project has been on-going. The developer has completed on-site and off-site improvements and is now seeking occupancy of a temporary structure while they continue construction of their permanent structure. An aerial image of the Project site and the surrounding area is provided in Attachment A.

DISCUSSION:
The primary entrance to the Faith Bible Church property and the permanent church structure are located within a previously dedicated road easement known as Lot "C" of Parcel Map 9789. Lot "C" is a 30-foot road easement running from the intersection of Glazebrook Rd. and Depasqualle Rd. to the Project's north property line. Lot "C" provided a north-south right-of-way connection between Glazebrook Rd. and the area to the north. As part of the Project, the developer has dedicated new right-of-way to the City along the Project's western boundary to provide a future north-south connection between Glazebrook Rd. and Bayless Rd. Lot "C" is now excess right-of-way that is no longer needed by the City for public access and can be vacated.

Elsinore Valley Municipal Water District (EVMWD) has an existing water line located in the 30-foot road easement that is being vacated. A reservation of a public utility easement is included in the resolution to allow EVMWD to continue to operate the utilities they own in this area.

California Streets and Highways Code (SHC), Division 9, Part 3, Chapter 4 (Summary Vacation) Section 8334 (a) allows the City's legislative body to summarily vacate an excess Right-of-Way of a street or highway not required for street or highway purposes. Therefore, 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 the vacation itself. All costs related to processing are covered by developer deposits/fees.

ATTACHMENTS:
Resolution
Resolution Exhibits A and B
A - Aerial Map

RESOLUTION NO. 2024 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SUMMARILY VACATING A 30-FOOT ROAD EASEMENT (LOT "C") LOCATED IN THE FAITH BIBLE PROJECT SITE, INCLUDING A RESERVATION OF A PUBLIC UTILITY EASEMENT

WHEREAS, Faith Bible Church (the "Project") is an approved project to establish a 27,489 square-foot church that includes a 16,486 children's ministry building and an 18,024 square-foot gymnasium; and

WHEREAS, the Project was conditioned to obtain the vacation of the existing 30-foot road easement shown as Lot "C" of Parcel Map No. 9789 located between the intersection of Glazerbrook Road and Depasqualle Road to the north property line; and

WHEREAS, the right-of-way vacation lot in described in Exhibit A and shown in Exhibit B, and is subject to the reservation of a public service easement for Elsinore Valley Municipal Water District; 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 September 11, 2024, the following:

1. The vacation of the hereinafter described 30-foot road easement is made under Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code.
2. The 30-foot road easement vacated pursuant to this Resolution is described in Exhibit "A" and depicted in Exhibit "B" both attached hereto and made a part hereof by this reference.
3. The facts under which this summary vacation is made are described in the recitals set forth above and made a part hereof by this reference.
4. From and after the date this Resolution is recorded, the street vacated hereunder shall no longer constitute a street.
5. Pursuant to Section 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.
6. The City Council finds and determines that the street vacated hereunder is unnecessary for present or prospective public use including use as a street, highway, or nonmotorized transportation facility, and does hereby order the 30-foot road easement described herein vacated.
7. 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 11th day of September, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
PUBLIC STREET AND UTILITY VACATION

Lot "C" of Parcel Map No. 9789 in the City of Wildomar, County of Riverside, State of California, as shown on the map recorded in Book 44, Page 51 of Parcel Maps, in the Office of the County Recorder of said Riverside County.

Containing 0.42 Acres, or 18,244 Square feet, more or less

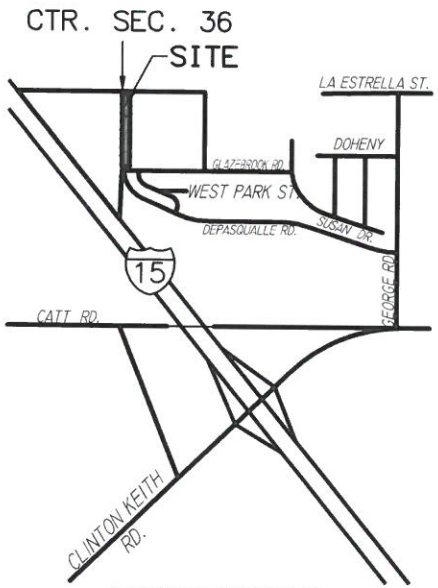
As shown on Exhibit "B" attached hereto and by reference made a part hereof.

This description was prepared
by me or under my direction.

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

LICENSED LAND SURVEYOR
JOHN R. DUQUETTE
L.S.7566
STATE OF CALIFORNIA

EXHIBIT "B"
PUBLIC STREET AND UTILITY VACATION



VICINITY MAP
N.T.S.

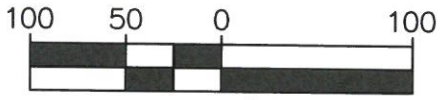
LICENSED LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA
12/4/20

DATA TABLE		
(NO)	BEARING/DELTA	LENGTH
1	N88°41'40"E	44.95'
2	N43°47'25"E	21.18'
3	N46°11'41"W	21.24'
4	N88°43'27"E	45.04'

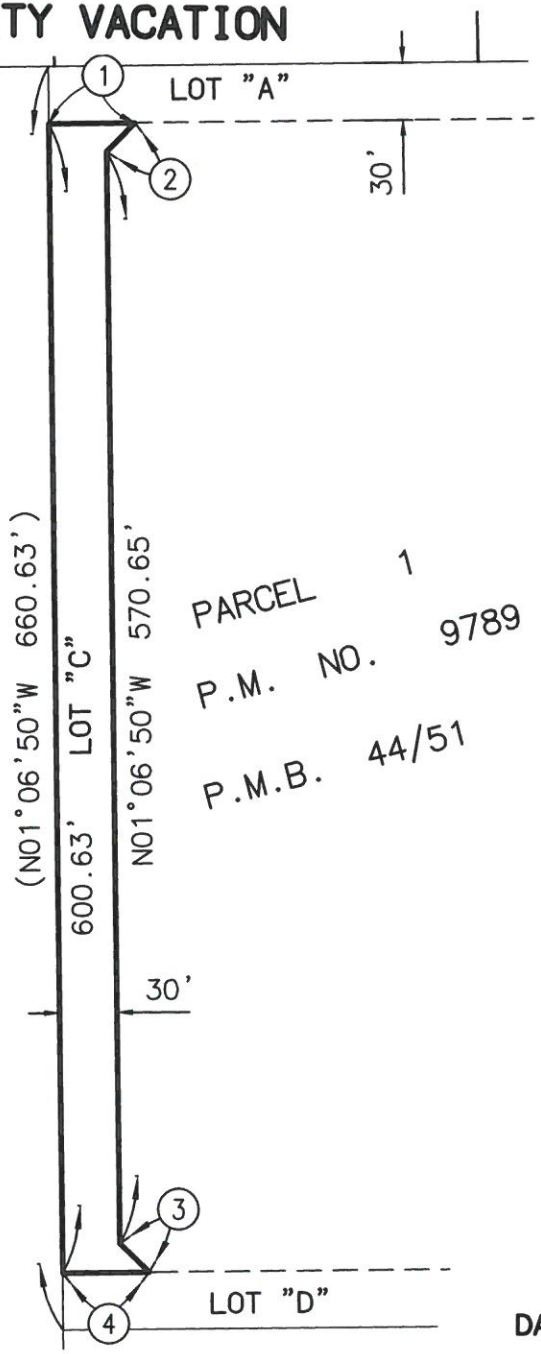
LEGEND

( ) INDICATES RECORD DATA PER PM 9789, PMB 44/51





SCALE: 1"=100'

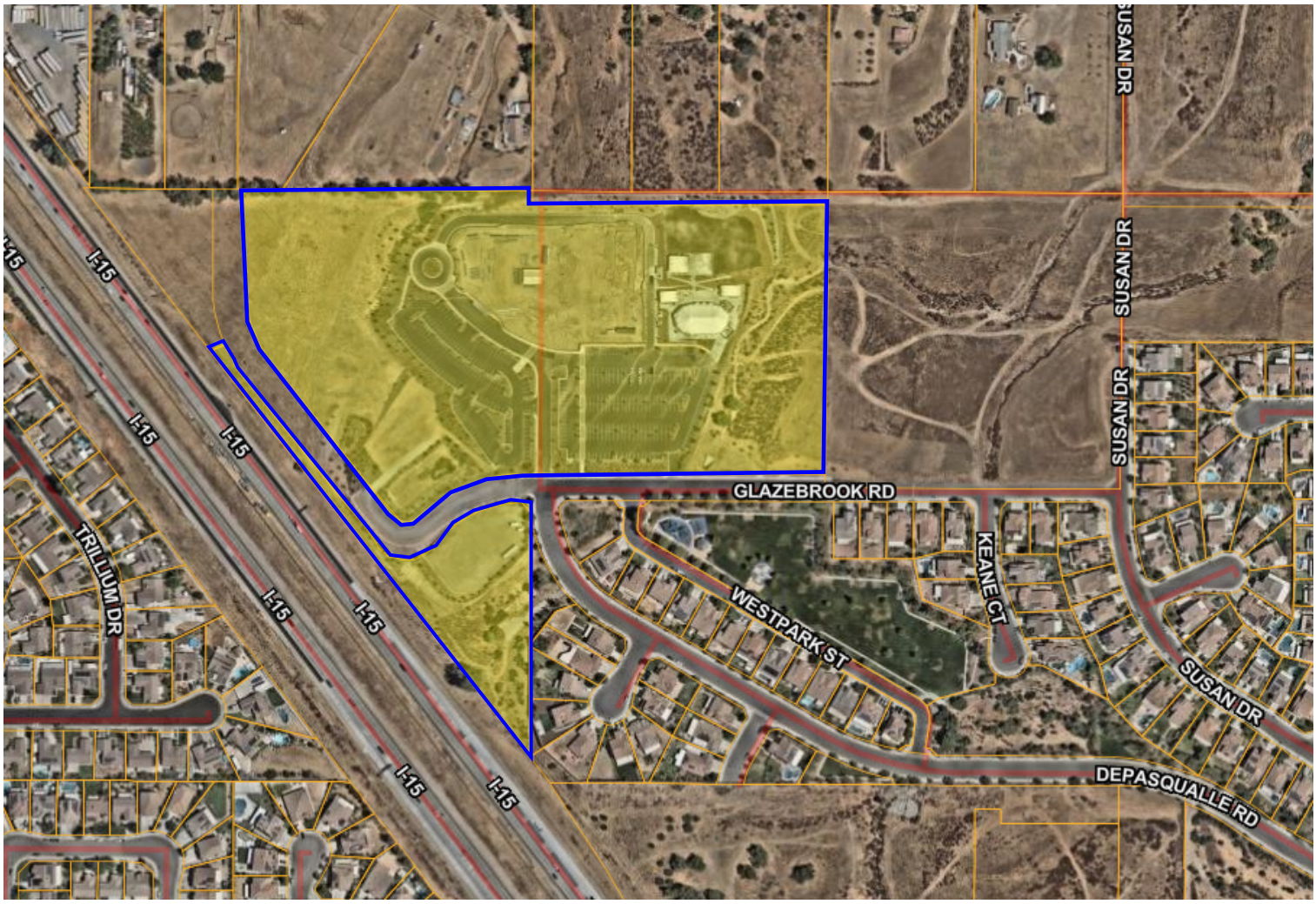


Michael Baker INTERNATIONAL
40810 County Center Drive
Temecula, CA. 92591
Phone: (951) 676-8042
MBAKERINTL.COM

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

DATE: 12/4/2020
SHEET 2 OF 2

ATTACHMENT A



Aerial Image of the
Faith Bible Church Project
(highlighted in yellow)

SUBJECT: First Amendment to Agreement for Services between the City of Wildomar, California, and Gods Fan Club, Dba Project T.O.U.C.H.

SUBMITTED BY: Raul Berroteran, Code Enforcement Manager

PREPARED BY: Raul Berroteran, Code Enforcement Manager

ACTION:
Authorize the City Manager to execute Amendment #1 (Attachment A) of the Professional Services Agreement between the City of Wildomar and God's Fan Club, dba Project T.O.U.C.H., to be extended indefinitely.

BACKGROUND:

The City and Project Touch entered into a six-month agreement on March 13, 2024, with the option to extend to a month-to-month agreement for shelter services. The City Council approved the agreement. It states that the service provider will offer emergency shelter services effectively to address and reduce the homeless population within the City of Wildomar.

On behalf of the city, Project Touch will provide emergency shelter services to address and reduce the homeless population within the City of Wildomar. The Service Provider will coordinate efforts with the City of Wildomar and The Riverside County Sheriff's Department, the City's contracted street outreach Provider, and other stakeholders. The prime goal is to continue to provide emergency sheltering services in the City of Wildomar to engage with persons experiencing unsheltered homelessness with the ultimate goal of moving individuals and families into housing sustainability.

DISCUSSION:

The proposed amendment outlines the key areas of cooperation between the City of Wildomar and God's Fan Club, also known as Project T.O.U.C.H., to provide shelter for the homeless. Addressing homelessness includes establishing joint outreach teams, sharing information, and taking a unified approach to providing shelter and services for individuals experiencing homelessness. The collaborative efforts outlined in the MOU are intended to maximize the impact of Homeless Outreach Services and promote a unified front against homelessness in our communities. It's crucial to extend our MOU agreement with Project T.O.U.C.H. so that the city can continue to provide outreach services.

FISCAL IMPACT:

Services are provided as needed, with a monthly maximum of $10,485. The total impact of the agreement, including extensions over Fiscal Year 2024-25, will be $125,820 and has already been

accounted for in the FY2024-25 Amended Budget. Therefore, no additional appropriations are needed.

ACCOUNT CODE:

120-410-4610-52115 Contractual Services

ATTACHMENTS:

Attachment A Amend #1 Proj Touch.pdf
Attachment B reference Copy_of_Project_Touch_Agreement_.pdf

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

by and between

the

CITY OF WILDOMAR

and

GOD'S FAN CLUB (Dba PROJECT T.O.U.C.H.) a California non-profit organization

Dated: September 14, 2024

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to Agreement for 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 GOD'S FAN CLUB (Dba PROJECT T.O.U.C.H.) a California non-profit organization ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for services on March 13, 2024 ("Agreement"). The Agreement provides that Service Provider will provide emergency shelter services to address and reduce the homeless population within the City of Wildomar effectively.

B. This First Amendment amends Section 1 of the Agreement related to Term of Agreement.

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 1. TERM OF AGREEMENT**. Subject to the provisions of Section 20, 'Termination of Agreement,' the term of this Agreement shall be extended indefinately, as agreed by both parties, pending approval by the City Council.

2. **GENERAL PROVISIONS.**

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This First Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

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

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

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

SERVICE PROVIDER

Coods Fan Club (dba project Toucan)

By:_____

Name: Anne Unmacht

Title: President

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 200___, before me, _____, Notary Public, personally appeared _____ _____, who 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.

See Attachment. 8/20/24
(SIGNATURE OF NOTARY)

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ 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

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 26th, 2024 before me, Victorya Thomas-Vanzant Notary Public
(insert name and title of the officer)

personally appeared Anne Unmacht,
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.

VYCTORYA THOMAS-VANZANT
Notary Public - California
Riverside County
Commission # 2483047
My Comm. Expires Feb 26, 2028

Signature _____ (Seal)

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AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

GOD'S FAN CLUB (Dba PROJECT T.O.U.C.H.)

a California non-profit organization

Docusign Envelope ID: 6534B0FA-38B1-40F2-8B33-03C25FF07FCE

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
GOD'S FAN CLUB (Dba PROJECT T.O.U.C.H.)

This Agreement for Services ("Agreement") is entered into as of this **13th day of March, 2024** by and between the City of Wildomar, a municipal corporation ("City") and God's Fan Club, dba Project T.O.U.C.H., a California non-profit organization ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct request and is in need of services to assist with providing shelter to the homeless; the performance of services which are defined and described particularly in Section 2 of this Agreement.

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

C. Service Provider has special knowledge, experience, and facilities for accomplishing the services described particularly in Section 2 of this Agreement.

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

E. City now desires to retain the Service Provider to accomplish the services described particularly in Section 2 of this Agreement, and the Service Provider is willing to be so retained pursuant to the terms and conditions of this Agreement.

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20, "Termination of Agreement" of this Agreement, the Term of this Agreement shall be for six (6) months, ending on September

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13, 2024. After the six-month timeframe is reached, the parties may agree to extend the contract with City Council approval with the option for a month-to-month agreement term.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, the city agrees to pay the Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Ten Thousand Four hundred Eighty-Five ($10,485.00) per month. Unless additional compensation is approved in writing in accordance with Section 26, "Administration and Implementation," or Section 28, "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month, the Service Provider shall furnish to the City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges in the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. If the compensation set forth in subsection (a) and Exhibit "B" includes payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. The city shall independently review each invoice submitted by the Service Provider to determine whether the work

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performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by Service Provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLMMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

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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.

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. The Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The Service Provider shall perform all Services as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Service Provider shall be solely responsible for the means, methods, techniques, sequences, and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to a concern the result of Service Provider's provision of service and not the means, methods, or scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees, or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. The Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. The Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services. In meeting its obligations under this Agreement, the Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of the Service Provider

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under this Agreement. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to the Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents, or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

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

SECTION 16. INDEMNIFICATION.

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

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

(c) Indemnification from Sub-Service Providers. The Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with, or on behalf of the Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event the Service Provider fails to obtain such indemnity obligations from others as required herein, the Service Provider agrees to be fully responsible according to the terms of this section.

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Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

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

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of the Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

The Service Provider shall make every reasonable effort to maintain the stability and continuity of the Service Provider's staff and sub-contractors, if any, assigned to perform the Services. The Service Provider shall notify City of any changes in the Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, the Service Provider shall cease immediately all work in progress.

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(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that the Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to the Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which the Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period that the Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the city may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

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SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:
City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider:
God's Fan Club, dba Project T.O.U.C.H.
Attn: Anne Unmacht, President/CEO
30141 Antelope Rd D-103
Menifee, CA 92584
Phone: (951) 677-9661

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce the City's rights under this Agreement. The City Council shall approve all other amendments.

SECTION 29. WAIVER.

The waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. The waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN, VENUE.

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, the venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEY'S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs, and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

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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

Daniel A. York
City Manager

ATTEST:

Janet Morales

Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

Thomas D. Jex

Thomas D. Jex
City Attorney

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"Service Provider":

GOD'S FAN CLUB dba PROJECT T.O.U.C.H

3-6-24

Ann Unmacht, President/CEO

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Riverside

On March 6, 2024, before me, Sarah Diwa Concepcion Notary Public, personally appeared Anne Louise Unmacht proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

SARAH DIWA CONCEPCION
Notary Public - California
Riverside County
Commission # 2411624
My Comm. Expires Jul 26, 2026

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER

  _____
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement between City of Wildomar & Project Touch
TITLE OR TYPE OF DOCUMENT

15
NUMBER OF PAGES

3-6-24
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

Gods fan club dba project Touch

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EXHIBIT "A"
SCOPE OF SERVICES

Purpose

On behalf of the city, the Service Provider will provide emergency sheltering services to effectively address and reduce the homeless population within the City of Wildomar. Service Provider will coordinate efforts with the city, the Riverside County Sheriff's Department, the City's contracted street outreach provider, and other stakeholders. The primary goal is to continue providing emergency sheltering services in the city to engage with persons experiencing unsheltered homelessness, with the ultimate goal of moving individuals and families into housing sustainability.

Key Activities

- Emergency Sheltering
  Service Provider will commit to providing a facility under the administration and control of Service Provider for the purposes of emergency sheltering of homeless individuals and families. Funding will be provided on a per client basis for sheltering and meals, plus a cost sharing formula for the payment of utilities, as described in the budget.

- Case Management and Wrap-Around Services
  The Service Provider will assist in the coordination of case management services for individual and family services in partnership with the city and the City's contracted provider for case management services. This work may include completion of an intake assessment that addresses the individual's issues, behaviors, and barriers to housing. Depending on an individual's or family's need, additional services will include verification of homeless status, verification the individuals have been homeless in Wildomar, procurement of identification, assistance with applying for and receiving benefits, and completion of a housing sustainability plan.

- The City's contracted service provider for case management services (at this time City Net) will be primarily responsible for providing case management services at the emergency shelter through a separate agreement with the city.

Measurable Outcomes

Service Provider's responsibilities:

- Service Provider shall provide facility(s) currently under the administration and control of Service Provider to be used as emergency shelter. Service Provider, in consultation with the City and the City's contracted provider for case management services, has the ability to utilize the facility in the best manner

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to maximize occupancy up to a maximum of sixteen (16) clients per facility. Exceptions to maximum occupancy may be provided when families with children need shelter, upon the approval of the City.

- Service Provider shall be responsible for maintaining livable shelter for clients. All units will be in safe and working order as defined below under "Minimum Habitability Standards."

- Service Provider shall procure all services related to the maintenance and repairs of the facility.

- There is no expectation that clients utilizing homeless services at this facility have a right to such units for long-term use. Service Provider, in consultation with the City and the City's contracted case management provider, shall determine an individual's needs and next steps for housing sustainability.

- Service Provider, in consultation of the city and the City's contracted case management provider, may transfer clients to different units, different bedrooms, or different living arrangements for maximum usage.

- Service Provider in consultation with the city and the City's contracted case management provider, is responsible for administration of the Emergency shelter. Such responsibilities may include determining rules, monitoring services, and ensuring individuals are complying with stated rules and regulations.

- Service Provider shall receive reimbursement for meals provided to clients at a rate of $20.00 per day. Food may or may not be prepared and may include groceries. Capped at a maximum of four (4) clients per night.

- Service Provider shall receive reimbursement for Sheltering of client(s) at a rate of $65.00 per night per client. A bed per client*; restroom and bathing facilities. Capped at (4) clients per night.

- Service Provider shall receive a monthly portion for utilities (electricity, gas, and water) of $285.00 per month.

Reporting:

- Service Provider shall provide monthly reports in a mutually agreeable format to the City that includes daily bed utilization.

- Service Provider shall provide monthly billing/invoices for services rendered according to the ESG-CV2 grant.

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City responsibilities:

- The City shall regularly provide direction to the Service Provider regarding the priority of clients.
- The City is responsible for communicating goals, objectives, and priorities to the Service Provider.
- When necessary for safety or overall support, the Riverside County Sheriff's Department may provide assistance for situations affecting the safety of clients of the emergency shelter.

Minimum Habitability Standards

Project Touch shall abide by the Minimum Habitability Standards for Shelter and Permanent Housing under the previously agreed Emergency Solutions Grant Program interim rule 24 CFR §576.403. In addition, Project Touch shall provide housing or services that comply with all applicable State and local housing codes, licensing requirement, and any other requirements in the project's jurisdiction. Such items include:

1. Sanitary facilities.
2. Access to restrooms and bathing facilities
3. Food preparation and refuse disposal.
4. Space and security.
5. Thermal environment.
6. Illumination and electricity.
7. Safe structure and materials.
8. Interior air quality.
9. Water supply.
10. Lead-based paint.
11. Site and neighborhood.
12. Smoke detectors.

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Budget

ITEM	DESCRIPTION	FORMULA	MONTHLY COST
Sheltering	A bed per client*; restroom and bathing facilities. Capped at 4 clients per night. During times of high utilization, occasionally alternative methods may be used (e.g., young children can share a bed, or an adult may be placed on a couch), upon approval of the City.	$65.00 per night per client	**$7,800.00**
Meals	Food provided for clients Capped at 4 clients per diem. * Does not have to be prepared items	$ 20.00 per diem per client	**$2,400.00**
Utilities	Gas, water, and Electricity	$285.00	**$285.00**
		TOTAL MONTHLY NOT-TO-EXCEED AMOUNT:	**$10,485.00**

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EXHIBIT "B"
COMPENSATION

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

Consideration. In consideration of the services to be performed by Service Provider for the City as set forth in Section 1, the City agrees to pay Service Provider a sum not to exceed Ten Thousand Four Hundred Eighty-Five ($10,485.00) per month, based on the number of clients and utilities as stipulated in Exhibit A.

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Exhibit C

Insurance Requirements

Service Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if Service Provider provides written verification, it has no employees)

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as

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broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Service Provider's insurance and shall not contribute with it.

Notice of Cancellation
Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation
Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents, and subcontractors.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the city. The city may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

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Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The city reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Certificate Of Completion

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Envelope Summary Events	Status	Timestamps
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Wildomar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jmorales@cityofwildomar.org

To advise City of Wildomar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jmorales@cityofwildomar.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Wildomar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Wildomar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Wildomar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Wildomar during the course of your relationship with City of Wildomar.

SUBJECT: Consideration of annual reporting of completed State mandated fire and life safety inspections by the City of Wildomar in compliance with SB 1205 for Fiscal Year 2023-2024

SUBMITTED BY: David Young, Supervising Fire Marshal

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146, and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

BACKGROUND:
On September 27, 2018, Senate Bill 1205 became effective, and added a new section to the California Health and Safety Code that affects every fire department or fire district in the State. Existing state law required every fire department or district providing fire protection services to inspect every building used as a public or private school annually. This same annual inspection requirement is applicable to hotels, motels, lodging houses, and apartment houses. This bill also requires every fire department or district to annually report to its administering authority their compliance with the annual inspection requirements of the California Health and Safety Code. The bill also requires the administering authority to formally acknowledge receipt of the compliance report in a resolution or a similar formal document.

DISCUSSION:
The responsibility for conducting the required inspections falls to the Fire Division as directed by the Deputy or Supervising Fire Marshal. In conducting these inspections, Fire Division staff evaluate compliance with such items as fire sprinkler and fire alarm maintenance, safe exiting, fire extinguisher maintenance, conducting fire drills, and safe storage of combustibles.

In review of all completed inspections, the Supervising Fire Marshal has determined that all required inspections have been completed for Fiscal Year 2023-2024. Adoption of the recommended resolution and transmittal to the appropriate State Agency will meet the City's obligation under SB 1205.

FISCAL IMPACT:

There is no fiscal impact related to this action and all costs of the inspection processes are included in

There is no fiscal impact related to this action and all costs of the inspection processes are included in the adopted fees.

ENVIRONMENTAL DISCUSSION:
The proposed resolution is exempt from the California Environmental Quality Act (Cal. Publ. Res. Code §§21000 et seq. “CEQA”) and the State CEQA Guidelines (14. Cal. Code Regs §§15000 et seq.), specifically pursuant to pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility that it may have a significant effect on the environment, and because it is not a “project” as that term is defined in Section 15378 of the State CEQA Guidelines.

ATTACHMENTS:
1. Resolution
Attachment A to the Resolution

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146 and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

WHEREAS, California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, the Council of the City of Wildomar intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California: expressly acknowledges the measure of compliance of the Riverside County Fire Department with Health and Safety Code sections 13146.2 and 13146.3 for the properties identified in Attachment A in the City of Wildomar for the time period of July 1, 2023 to June 30, 2024, as follows:

Section 1. Educational Group E occupancies, for the purposes of this Resolution, are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group E occupancies, buildings, structures and/or facilities in the City of Wildomar.

Section 2. Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group R occupancies, buildings, structures and/or facilities in the City of Wildomar.

PASSED, APPROVED AND ADOPTED this 11th Day of September, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Number	Street	Site Name	Occupancy Group	Type
23411	Bundy Canyon Rd	Bundy Canyon Christian School	E	School
23411	Bundy Canyon Rd	Bundy Canyon Christian School- Preschool	E	Preschool
31970	Central Ave.	California Lutheran High School	E	School
34570	Monte Vista Dr.	All Aboard Preschool	E	Preschool
34570	Monte Vista Dr.	Cornerstone Christian School	E	School
34878	Monte Vista Dr.	Grace Christian Schools	E	School
21776	Palomar St.	Ann Sullivan Nursery	E	Preschool
23151	Palomar St.	Ortega Trails Youth Center	E	School
36243	Inland Valley Dr.	Southwest Healthcare Systems	I2.1	Healthcare
36485	Inland Valley Dr.	Inland Valley Regional Medical Center	I2	Healthcare
21591	Lemon St	St. Francis of Rome Preschool	E	Preschool
23151	Palomar St.	Sycamore Academy	E	School
32477	Starbuck Cir.	Murrieta Springs Adventist Christian Academy	E	School
21220	Walnut St.	Faith Baptist Academy	E	School
21800	Canyon Dr.	Elsinore High School	E	School
35450	Frederick St.	Donald Graham Elementary	E	School
35450	Frederick St.	Donald Graham Preschool	E	Preschool
21861	Grand Ave.	David A. Brown Middle School	E	School
20150	Mayhall Dr.	William Collier Preschool	E	School
20150	Mayhall Dr.	William Collier Elementary	E	School
21575	Palomar Rd.	Wildomar Preschool	E	School
21575	Palomar Rd.	Wildomar Elementary	E	School
35445	Porras Rd.	Ronald Regan Preschool	E	School
35445	Porras Rd.	Ronald Regan Elementary	E	School
24055	Clinton Keith Rd.	Oak Springs	R2	Apartment
24875	Prielipp Rd.	Gables Oak Creek	R2	Apartment
32365	South Pasadena St.	Wildomar Senior Assisted Living R2.1	R2.1	Assisted Living
32325	South Pasadena St.	Wildomar Senior Living Community	R2	Apartment
36491	Yamas Dr.	Santa Rosa	R2	Apartment

SUBJECT: Services Agreement for Human Resources Information System, Electronic Forms, and Performance Evaluation Software with NeoGov, Inc.

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Authorize the City Manager to enter into an Agreement with NeoGov, Inc. by way of Order Form and Agreement for human resources information systems (HRIS) software, electronic forms, and performance evaluation software.

SUMMARY:

This item enters into an agreement for human resources information systems (HRIS) software, electronic forms, and performance evaluation software.

BACKGROUND:
NeoGov, Inc. provides a suite of human resources software programs developed specifically for the public sector and is currently used by over 6,000 public agencies. In January 2024, City Council approved the implementation of NeoGov's employment application tracking software to provide better access to candidates and an efficient communication and tracking process for recruitments. In addition, the software provided a platform to house classification descriptions. The implementation of this software provided efficient and effective recruitment processes, leading to eight newly hired staff members.

Another of NeoGov's software programs is a Human Resource Information System (HRIS). The HRIS is a cloud-based central hub for employee records, salary, and workforce data. Designed specifically for the public sector, NeoGov's HRIS automates approval workflows, streamlines HR processes, and easily manages and tracks human resources data while achieving compliance. The software program retains employee demographics required for Equal Employment Opportunity (EEO) reporting, quickly identifying vacancies, maintaining an employee roster, and more. The HRIS also seamlessly incorporates software to provide fully configurable e-Forms.

Performance evaluations are critical to employee development. NeoGov's employee evaluation software, Perform, automates annual employee evaluations, helping to ensure timely evaluations and assistance setting goals for the next year. Perform analyzes individual employee, team, or departmental data to identify skill gaps across the agency and optimize employee development based on common themes.

DISCUSSION:

The current HRIS and performance evaluation processes consist of paper files, spreadsheets, and multiple databases housing different sources of information. Implementation of the NeoGov HRIS provides continuity of information that is readily available to authorized users to ensure human resources information is maintained and in compliance with local, state and federal laws.

Currently, the human resources division relies heavily on paper forms for various internal and external processes such as employment offer letters, onboarding checklists, policy acknowledgements, employee requests, and more. E-Forms would allow employees to submit, track, and manage forms online, as well as provide a workflow process for when supervisory review is required. E-Forms electronically stores all documents the employee has completed throughout their employee lifecycle, working cohesively as a central repository.

Supervisors benefit from the Perform module with its ability to organize notes throughout the year to document performance and refer back during performance reviews, schedule periodic check-ins to provide feedback and track goal progress, and implement performance improvement plans (PIPs), when necessary. The Perform module provides reminders for evaluations due dates, an approval workflow process, and electronic recordkeeping and reporting to help identify areas of opportunity.

The City's human resources processes will be streamlined with automated workflows and integrated notifications to ensure target dates are met. The NeoGov platform provides a fully unified system to capture the entire employee lifecycle starting from the candidate application. Utilizing the HRIS, e-Forms, and Perform modules will ensure compliance, increase efficiency, and grow along with the City, bringing modernization to the human resources division and City staff as we continue to strive to be an employer of choice.

FISCAL IMPACT:

The attached Ordering Document (Attachment A) is for a term of two years and nine months at a total of $63,861.11, which includes the one-time setup costs. The fiscal impact for fiscal year 2024-25 is $24,422.81, which includes the initial setup fee, as well as the platform licensing for all three programs for the remainder of the year. The contracted rate for fiscal year 2025-26 is $17,054.40 and for fiscal year 2026-27 the rate is $22,383.90. Sufficient funds are available in the current fiscal year budget due to one-time salary savings to cover both the setup costs and the subscription for the first year.

ACCOUNT CODE:
100-410-4210-58110

ATTACHMENTS:
Attachment A. NeoGov Order Form and Agreement Dated 09/04/2024

Order Form

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Austin McCarthy

Customer:

Wildomar, City of (CA)
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
USA

Quote Valid From: 9/4/2024
Quote Valid To: 9/30/2024

Quote Number: Q-15379
PaymentTerms: Annual,Net 30
Subscription Term in Months: 32

Employee Count: 45
Order Summary

Pro Rated Term — Pro-rated term includes a 40% discount.

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	10/1/2024	6/30/2025	$3,332.54
Perform Setup	ONE-TIME			$2,376.00
eForms Subscription	RECURRING	10/1/2024	6/30/2025	$2,644.58
eForms Setup	ONE-TIME			$1,980.00
Core HR Subscription	RECURRING	10/1/2024	6/30/2025	$3,589.69
Core HR Setup	ONE-TIME			$10,500.00
			Pro Rated Term TOTAL:	$24,422.81

Year 1 — Year 1 includes a 20% discount.

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	7/1/2025	6/30/2026	$5,940.80
eForms Subscription	RECURRING	7/1/2025	6/30/2026	$4,714.40
Core HR Subscription	RECURRING	7/1/2025	6/30/2026	$6,399.20
			Year 1 TOTAL:	$17,054.40

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	7/1/2026	6/30/2027	$7,797.30
eForms Subscription	RECURRING	7/1/2026	6/30/2027	$6,187.65
Core HR Subscription	RECURRING	7/1/2026	6/30/2027	$8,398.95
			Year 2 TOTAL:	$22,383.90

ORDER TOTAL (USD) : $63,861.11

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the “Effective Date”). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

"Wildomar, City of (CA)"

Signature: _____

Print Name: _____

Date: _____

SUBJECT: Consideration of Resolution of Necessity for Condemnation of a Portion of Vacant Property Identified by Assessor Parcel Number 362-250-025 for the Clinton Keith Road Widening Project (CIP 025-1)

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Thomas D Jex, City Attorney

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

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

3. Find that on January 13, 2010, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2010-02 certifying a Mitigated Negative Declaration or the Clinton Keith Road Widening Project, and that no additional CEQA findings are required for the Project; and

4. Adopt a Resolution entitled:

RESOLUTION 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

SUMMARY:
To complete the construction associated with the Clinton Keith Road Widening Project (CIP 025-1) ("Project"), certain easements are required from adjacent property owners. This item considers a Resolution of Necessity for Condemnation of easements over a portion Vacant Property that are needed to allow for the construction of the Project.

BACKGROUND:
The Clinton Keith Road Widening Project involves the widening and improvement of Clinton Keith Road between Hidden Springs Rd. and Copper Craft Dr., to provide six lanes and bike lanes through the segment. The project also involves the construction of certain retaining walls, the extension of existing culverts, traffic signal modifications, and other ancillary improvements. The Project is intended to improve traffic flow in the area and enhance the safety of the roadway.

On January 13, 2010, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2010-02 certifying a Mitigated Negative Declaration or the Project, and that no additional CEQA findings are required for the Project.

DISCUSSION:
In order to complete the construction of the Project, the City must acquire a portion of the vacant parcel identified by assessor parcel number 362-250-025 ("Larger Parcel"). The Larger Parcel is zoned IP (Industrial Park) and is owned by Malak Hanna and Joseph Zakhary ("Owners").

For the purpose of the Project, the City is seeking to acquire two easements over the Larger Parcel: (1) permanent slope easement containing 2,490 square feet, (2) a 24-month temporary construction easement (TCE) containing 2,837 square feet (collectively the "Easements"). The Easements are more particularly described and depicted in the proposed Resolution attached hereto.

Before proceeding with an eminent domain action, the City must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. On May 29, 2024, City Staff tendered an offer to the Owner in the amount of $14,200 for the Easements ("Offer") (Attachment A). The Offer was based on an appraisal prepared by a licensed appraiser. City Staff and the City's Right of Way agents have attempted in earnest to negotiate a purchase of the Easements, and although negotiations are ongoing and will continue, the acquisition of the Easements has not been consummated. The City requires possession and use of the Easements before work on the Larger Parcel can commence and there are no assurances that an agreement between the parties will be reached in order to meet the Project's construction schedule; therefore, a Resolution of Necessity is being requested.

Pursuant to California Government Code Sections 7267.2, 37350.5, and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, the City is authorized to acquire the aforementioned Easements by eminent domain, provided certain procedural steps are followed.

It is now necessary that an action in eminent domain be commenced to acquire the Easements referenced above. Prior to the filing of the action, the City must hold a hearing on the proposed Resolution of Necessity (attached) and provide the Owner an opportunity to be heard. In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing, which was issued on June 24, 2024, in accordance with the applicable statutes (Attachment B).

After conducting the public hearing, if the Council finds that the public necessity so requires, City should adopt the attached Resolution of Necessity, authorizing condemnation proceedings for the purpose of acquiring the Easements.

The findings which need to be made are as set forth in the Resolution of Necessity.

Specifically, the Council must find:

1. That the public interest and necessity require the acquisition of the proposed Project. As proposed, the Project will serve public purposes, as discussed above;
2. That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. City evaluated different Project design options to identify any overall Project cost and real estate impacts in an effort to ensure the least private injury. It was determined that Project in its currently proposed iteration will be most compatible with the greatest public good and the least private injury.
3. That the Easements are necessary for the proposed Project. A slope easement is necessary for proper drainage along the roadway. In addition, a temporary construction easement is needed in order to construct the Project improvements within the Easements and Project area.
4. That City made the offer to purchase as required by section 7267.2 of the California Government Code. The Statutory Offer to Purchase was tendered to the owner of the Property on May 29, 2024.
5. That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235. As evidenced by Attachment B, this notice was issued on August 23, 2024.
6. That City has complied with CEQA for the Project. On January 13, 2010, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2010-02 certifying a Mitigated Negative Declaration or the Project, and that no additional CEQA findings are required for the Project.
7. The Easements are necessary for the purpose specified in Section 1240.350 of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.350 of the Code of Civil Procedure. This project is in compliance with Section 1240.350 in that the proposed road widening and storm drains along Clinton Keith Road in the City, is a public need and is for the greater good of the public's interest and balances the various hardships of all parties affected by this taking.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Easements are at an end. If City adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Easements may continue.

The proposed Resolution of Necessity must be adopted by a two-thirds majority vote.

FISCAL IMPACT:
Funds are available for the acquisition of this Property and are included in the City's FY 2024-25 budget. Legal costs related to the eminent domain proceedings are unknown at this time and are dependent upon whether or not an agreement can be reached with the property owner. Legal costs will be paid for from the approved Project budget. Staff will track the related costs and bring forward a budget amendment if additional budget is needed for this process.

ACCOUNT CODE:
CIP 025-1: Fund No. 503-913-4500-58120 - Right of Way Acquisition

ATTACHMENTS:
Resolution of Necessity - Clinton Keith Project
Attachment 1 to Reso - Permanent Slope Easement

Attachment 2 to Reso - TCE
A - Offer Letter
B - Notice of Hearing
Presentation

RESOLUTION NO. 2024 - ___

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

WHEREAS, the City Council has determined that the City of Wildomar ("City") needs to acquire certain property interests in connection with the construction of the Clinton Keith Road Widening Project ("Project").

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Wildomar, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City intends to construct the Project, which is intended to improve traffic flow and enhance safety by widening the roadway, constructing bike lanes, constructing storm drains and culverts, and certain retaining walls within the Project area. The Project is for a public use.

2. To complete construction on the Project, the City must acquire the below described easements (collectively "Easements"):

    a. A permanent slope easement comprised of a total of 2,490 square feet. The City may use the permanent slope for purposes of constructing and maintaining a permanent slope, with the right of ingress and egress for maintenance and repair over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 1, attached hereto and incorporated herein by reference.

    b. A 2,837 square foot temporary construction easement ("TCE") for ingress, egress and construction purposes, including but not limited to the use of the easement by the City of Wildomar and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of a roadway, pedestrian, bike lane, and drainage improvements, or other necessary uses, in connection with the Project over that certain real property (the "Property") that is more particularly described and depicted in Exhibits "C" and "D" of Attachment 2, attached hereto and incorporated herein by reference. The TCE shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway, pedestrian, bike, and drainage improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the TCE, the owner of the larger parcels within which the TCE is located ("Larger Parcel") shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized

Personnel for the Work. The City will at all times during the term of the TCE allow the owner of the Larger Parcel to have and maintain reasonable access to and from the Larger Parcel and maintain reasonable access to and from the Larger Parcel, and the City will advise owner regarding the scope of work and coordinate work with owner so as not to unreasonably impede/hinder access to and within the Larger Parcel.

At the expiration of the TCE, the City will restore or have restored the TCE area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time. The City, however, shall not be required to restore vegetation to the pre-existing condition. Upon completion of the Work, City will cause all of the equipment, materials, tools, trash, and debris to be removed from the TCE area.

The term of the temporary construction easement shall be for a period not to exceed twenty-four (24) months, which shall commence following written notice provided to the owner of the Larger Parcel. In no event shall the term of the TCE extend beyond July 31, 2027.

3. The Easements are necessary for the completion of the Project. The City is authorized to acquire the Easements by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq*., including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650; Government Code Section 37350.5, 40404, and other provisions of law.

4. On August 23, 2024, the City mailed a Notice of Hearing regarding the intent of the City Council of the City of Wildomar to consider adoption of a resolution of necessity for acquisition by eminent domain of the Easements. The Notice of Hearing was mailed to all persons whose name(s) appear on the last Equalized County Assessment Roll as having an interest in the Property, to the addresses appearing on the Roll. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Hearing was held on September 11, 2024, at the time and place stated in the Notice of Hearing. All interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented in the staff report and materials provided to Council, and evidence and testimony presented at the hearing, the City Council of the City of Wildomar finds, determines, declares, and resolves each of the following:

    A. The public interest and necessity require the proposed Project;

    B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

    C. The interest in property sought to be acquired by eminent domain is necessary for the proposed Project;

D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a);

E. The City properly issued a Notice of Hearing in accordance with the applicable laws, prior to the consideration and adoption of this Resolution;

F. The City has complied with CEQA for the Project. On January 13, 2010, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2010-02 certifying a Mitigated Negative Declaration or the Project, and that no additional CEQA findings are required for the Project; and

G. The Easements herein described are a portion of the larger parcel known by accessor parcel number 362-250-025 ("Larger Parcel").

7. The City Attorney is hereby authorized to acquire in the name of the City the Easements described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the property for the Project, and to take all necessary steps to acquire the property under the law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Wildomar at a regular meeting held this **September 11, 2024,** by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Bridgette Moore, Mayor

ATTEST:

_____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTACHMENT 1

Permanent Slope and Drainage Easement

ATTACHMENT 2

Temporary Construction Easement

EXHIBIT "A"

LEGAL DESCRIPTION

SLOPE EASEMENT

That portion of Parcel 4 of Parcel Map 10034, in the City of Wildomar, County of Riverside, State of California, as shown by Map on file in Book 52, Page 31 of Parcel Maps, Records of said County, described as follows:

Parcel A:
Beginning at the southeast corner of said Parcel 4; thence South 88°19'11" West, 39.92 feet, along the south line of said Parcel 4, said line also being the northerly right-of-way of Clinton Keith Road (55-foot half width), to the southeasterly most corner of an easement described in easement document to Joseph Zakhary, a married man, per Instrument Number 2022-0081011, dated January 28, 2022, recorded in Official Records, County of Riverside; thence North 01°40'49" West, 20.00 feet, along a line described per said Instrument Number 2022-0081011; thence South 88°19'11" West, 35.00 feet, along a course described per said Instrument Number 2022-0081011; thence North 46°30'48" East, 13.17 feet; thence North 80°44'34" East, 30.16 feet; thence South 73°52'23" East, 25.98 feet; thence South 37°04'44" East, 18.30 feet, to the east line of said Parcel 4; thence South 00°58'39" East, 9.89 feet, along said east line of said Parcel 4, to said southeast corner of said Parcel 4, also being the **Point of Beginning**.

The land described herein for Parcel A contains approximately 1,354 square feet.

Parcel B:
Commencing at the southeast corner of said Parcel 4; thence South 88°19'11" West, 154.92 feet, along the south line of said Parcel 4, said line also being the northerly right-of-way of Clinton Keith Road (55-foot half width), to the **Point of Beginning**; thence South 88°19'11" West, 184.10 feet, continuing along said south line of said Parcel 4, to an intersection with a southwesterly line of said Parcel 4; thence North 50°18'54" West, 7.78 feet, along said southwesterly line of said Parcel 4; thence North 88°28'04" East, 122.98 feet; thence North 82°57'40" East, 68.53 feet, to a curve described per said Instrument Number 2022-0081011; thence southwesterly along a non-tangent curve, concave southeasterly, having a radius of 50.00 feet, through a central angle of 12°58'15", an arc distance of 11.32 feet, the initial radial line bears South 78°42'34" East, to the **Point of Beginning**.

The land described herein for Parcel B contains approximately 1,136 square feet.

The land described herein for Parcels A and B contains approximately 2,490 square feet.

Affecting: APN 362-250-025

See Exhibit "B" for a plat depicting the above described property.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

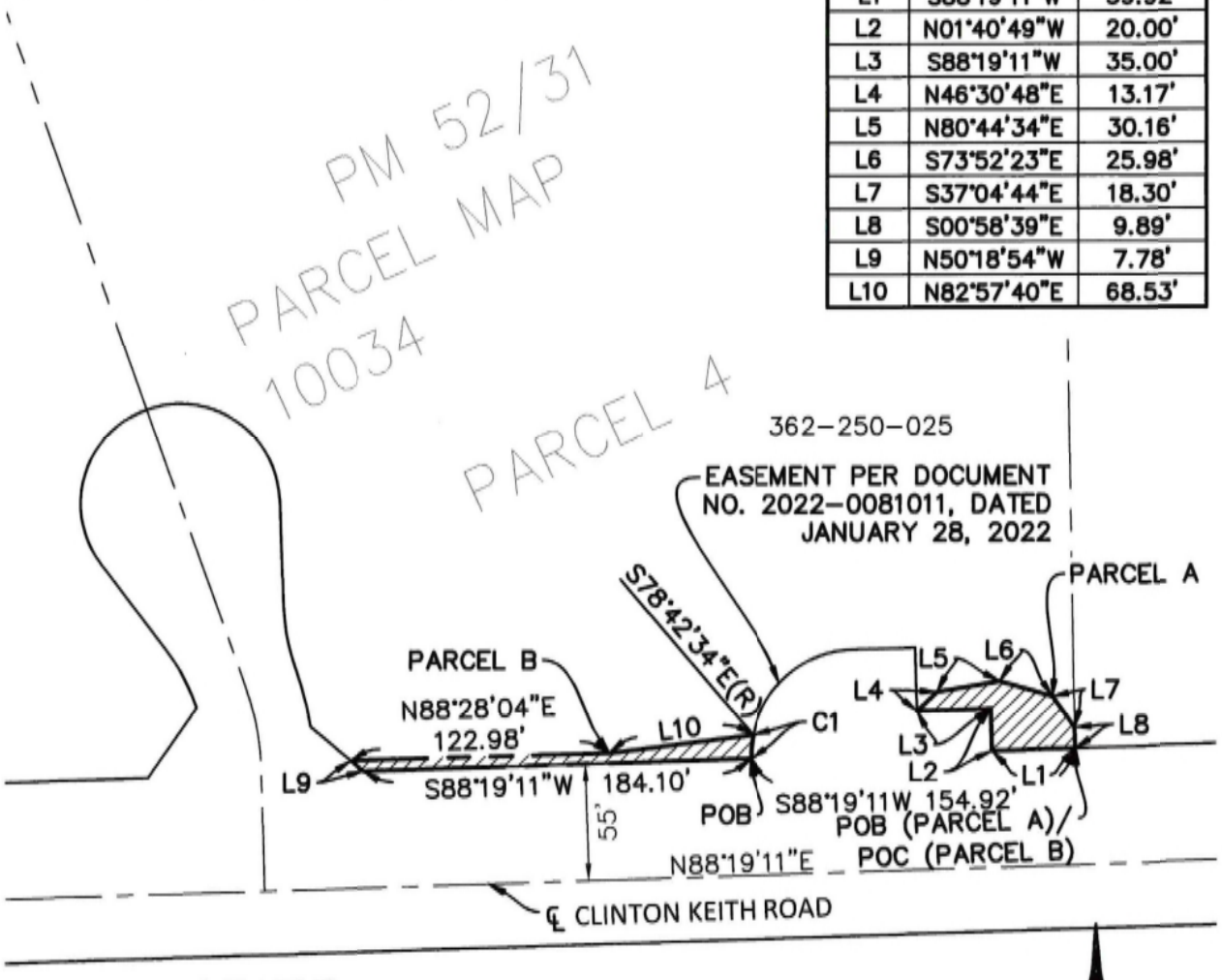
Terry Renner, PLS 9762, Exp. 6-30-25

5/16/2024
Date



CURVE TABLE				
#	DELTA	RADIUS	LENGTH	TANGENT
C1	12°58'15"	50.00'	11.32'	5.68'

LINE TABLE		
#	BEARING	LENGTH
L1	S88°19'11"W	39.92'
L2	N01°40'49"W	20.00'
L3	S88°19'11"W	35.00'
L4	N46°30'48"E	13.17'
L5	N80°44'34"E	30.16'
L6	S73°52'23"E	25.98'
L7	S37°04'44"E	18.30'
L8	S00°58'39"E	9.89'
L9	N50°18'54"W	7.78'
L10	N82°57'40"E	68.53'



LEGEND

———	EXISTING CENTERLINE	
———	EXISTING RIGHT-OF-WAY	
———	EXISTING PROPERTY LINE	
▨	EASEMENT AREA (2,490 SF)	PARCEL A (1,354 SF)
POB	POINT OF BEGINNING	PARCEL B (1,136 SF)
POC	POINT OF COMMENCING	

N

SCALE: 1"=80'

J.N.: 151-10

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

5/16/2024
TERRY M. RENNER L.S. No. 9762 DATE

LICENSED LAND SURVEYOR
TERRY M. RENNER
No. 9762
Exp.6-30-25
STATE OF CALIFORNIA

EXHIBIT 'B'

SLOPE EASEMENT

APN 362-250-025

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

State of California)
County of _____)

On _____, 2024, before me, _____,
(insert name and title of the officer)
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)

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

State of California)
County of _____)

On _____, 2024, before me, _____,
(insert name and title of the officer)
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
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Permanent Slope Easement dated as of ___ _____, 2024, from **Malak Ghobrial Hanna, a married man as his sole and separate property, as to an undivided 50% interest and Joseph Zakhary, a married man as his sole and separate property, as to an undivided 50% interest, as tenants in common** is hereby accepted by the order of the City Council of the City of Wildomar on February 14, 2024 and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2024

By: _____

ATTEST:

EXHIBIT "C"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

That portion of Parcel 4 of Parcel Map 10034, in the City of Wildomar, County of Riverside, State of California, as shown by Map on file in Book 52, Page 31 of Parcel Maps, Records of said County, described as follows:

Parcel A:
Commencing at the southeast corner of said Parcel 4; thence North 37°04'44" West, 9.89 feet, along the East line of said Parcel 4, to the **Point of Beginning**; thence North 37°04'44" West,18.30 feet; thence North 73°52'23" West, 25.98 feet; thence South 80°44'34" West, 30.16 feet; thence South 46°30'48" West, 13.17 feet; thence North 01°40'49" West, 13.42 feet; thence North 46°30'48" East, 7.30 feet; thence North 80°44'34" East, 35.49 feet; thence South 73°52'23" East, 31.55 feet; thence South 37°04'44" East, 7.92 feet, to said East line of said Parcel 4; thence South 00°58'39" East, 16.97 feet, along said East line of said Parcel 4, to the **Point of Beginning.**

The land described herein for Parcel A contains approximately 849 square feet.

Parcel B:
Commencing at the southeast corner of said Parcel 4; thence South 88°19'11" West, 339.02 feet, along the south line of said Parcel 4, to an intersection with a southeasterly line of said Parcel 4; thence North 50°18'54" West, 7.78 feet, along said southeasterly line of said Parcel 4, to the **Point of Beginning**; thence North 50°18'54" West, 15.18 feet, continuing along said southeasterly line of said Parcel 4; thence North 88°28'04" East, 133.92 feet; thence North 82°57'40" East, 72.64 feet, to a curve described per said Instrument Number 2022-0081011; thence South 82°57'40" East, 72.64 feet to a curve described per said instrument Number 2022-0081011; thence southwesterly along a non-tangent curve, concave southeasterly, having a radius of 50.00 feet, through a central angle of 12°38'00", an arc distance of 11.02 feet, the initial radial line bears South 40°27'18" East; thence South 82°57'40" West, 68.53 feet; thence South 50°18'54" East, 7.78 feet, to the **Point of Beginning.**

The land described herein for Parcel B contains approximately 1,988 square feet.

The land described herein for Parcels A and B contains approximately 2,837 square feet.

Affecting: APN 362-250-025

See Exhibit "B" for a plat depicting the above described property.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

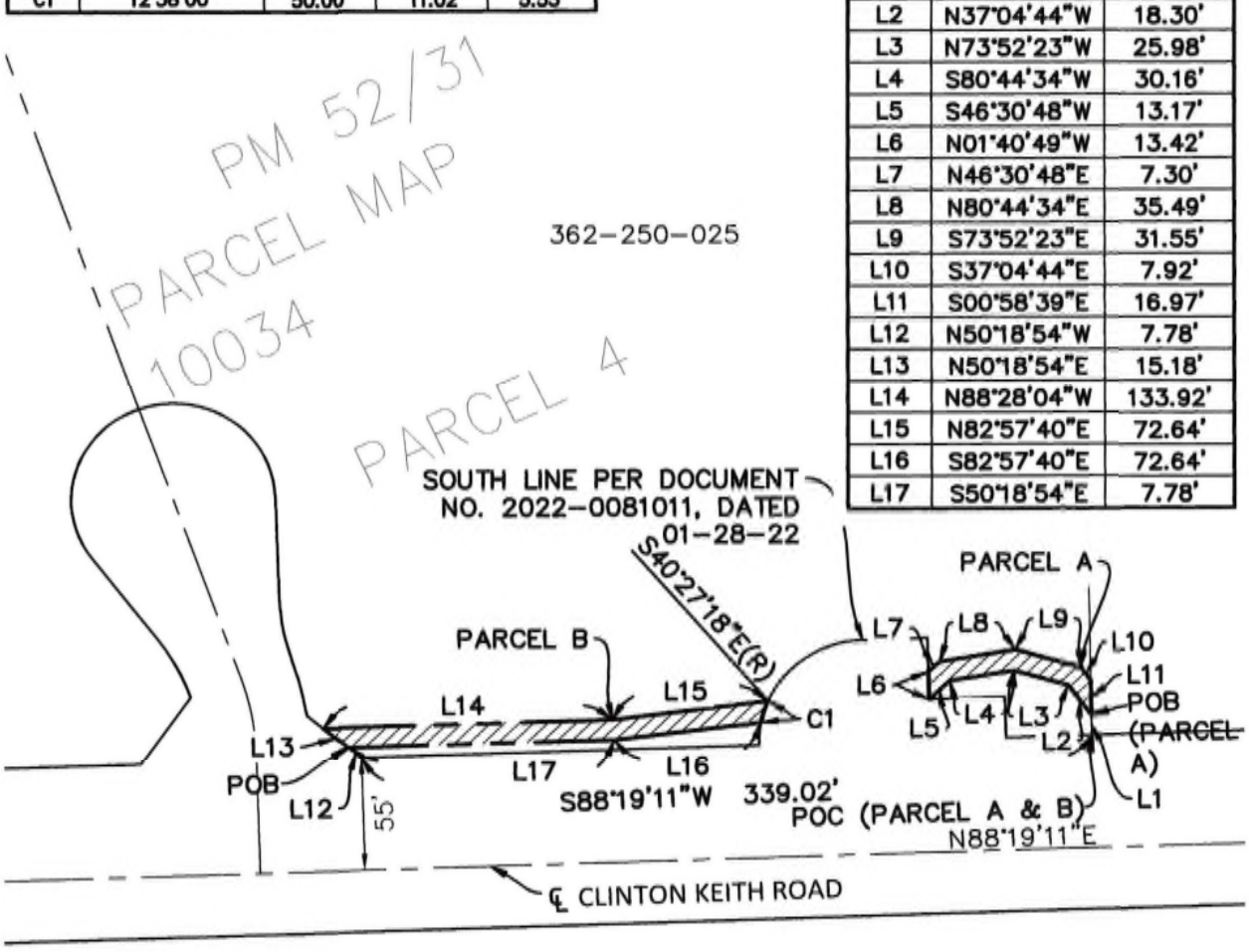
Terry Renner, PLS 9762, Exp. 6-30-25

5/16/2024
Date



CURVE TABLE				
#	DELTA	RADIUS	LENGTH	TANGENT
C1	12°38'00"	50.00'	11.02'	5.53'

LINE TABLE		
#	BEARING	LENGTH
L1	N37°04'44"W	9.89'
L2	N37°04'44"W	18.30'
L3	N73°52'23"W	25.98'
L4	S80°44'34"W	30.16'
L5	S46°30'48"W	13.17'
L6	N01°40'49"W	13.42'
L7	N46°30'48"E	7.30'
L8	N80°44'34"E	35.49'
L9	S73°52'23"E	31.55'
L10	S37°04'44"E	7.92'
L11	S00°58'39"E	16.97'
L12	N50°18'54"W	7.78'
L13	N50°18'54"E	15.18'
L14	N88°28'04"W	133.92'
L15	N82°57'40"E	72.64'
L16	S82°57'40"E	72.64'
L17	S50°18'54"E	7.78'



LEGEND

——— - ———	EXISTING CENTERLINE
———————	EXISTING RIGHT-OF-WAY
——— - ———	EXISTING PROPERTY LINE
▨	EASEMENT AREA (2,837 SF)– PARCEL A (849 SF)
POB	POINT OF BEGINNING PARCEL B (1,988 SF)
POC	POINT OF COMMENCING

N

SCALE: 1"=80' J.N.: 151-10

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

TERRY M. RENNER L.S. No. 9762 DATE 5/16/2024

LICENSED LAND SURVEYOR
TERRY M. RENNER
No. 9762
Exp.6-30-25
STATE OF CALIFORNIA

EXHIBIT 'D'

TEMPORARY CONSTRUCTION EASEMENT DEED

APN 362-250-025

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

State of California)
County of _____)

On _____, 2024, before me, _____,
(insert name and title of the officer)
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)

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

State of California)
County of _____)

On _____, 2024, before me, _____,
(insert name and title of the officer)
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
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of _____, 2024, from **Malak Ghobrial Hanna and Joseph Zakhary** is hereby accepted by the order of the City Council of the City of Wildomar on February 14, 2024, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2024

By: _____

ATTEST: _____

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillippo, Mayor Pro Tem, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Joseph Morabito, Council Member, Dist. 3
Dustin Nigg, Council Member, Dist. 2

23873 Clinton Keith Rd, Ste. 110
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.CityofWildomar.org

May 29, 2024

Malak Hanna and Joseph Zakhary
19182 Skyview Knoll
Yorba Linda, CA 92886

SUBJECT: **City of Wildomar – Clinton Keith Road Widening Project (CIP 025-1)**
Offer to Acquire – Permanent Slope Easement and 24-month Temporary Construction Easement
Assessor's Parcel Number: 362-250-025
Property Location: Clinton Keith Road, Wildomar, CA

Dear Property Owner(s):

The City of Wildomar (City), as part of the Clinton Keith Road Widening Project (Project), is considering acquiring a permanent easement over a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **Malak Ghobrial Hanna, a married man and his sole and separate property, as to an undivided 50% interest and Joseph Zakhary, a married man and his sole and separate property, as to an undivided 50% interest, as tenants in common** to be the vested owner of the above-mentioned property. The permanent easement is described in the legal description and depicted on the plat map within the attached Permanent Slope Easement Deed, and the Temporary Construction Easement is described and depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal, the City offers to purchase a Permanent Slope Easement, free and clear of any encumbrances, and a Temporary Construction Easement for **Fourteen Thousand Two Hundred Dollars and No/100, ($14,200)** ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the authorized City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event.

The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets with your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Permanent Slope Easement Deed
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easement and Temporary Construction Easement

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillipo, Mayor Pro Tem, Dist. 5
Joseph Morabito, Council Member, Dist. 3
Carlos Marquez, Council Member, Dist. 1
Dustin Nigg, Council Member, Dist. 2

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

August 23, 2024

Sent via First Class U.S. Mail and FedEx

Malak Ghobrial Hanna and Joseph Zakhary
19182 Skyview Knoll
Yorba Linda, CA 92886

RE: City of Wildomar – Clinton Keith Road Widening Project

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 362-250-025

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 11, 2024, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 362-250-025. The Project for which this acquisition will be considered is the Clinton Keith Road Widening Project (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.030 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

Signature: 

Email: jfarag@cityofwildomar.org

If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within 15 days of the date of this notice. The failure to file a written request to appear and be heard with the City Clerk this date, will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

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

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you dated May 29, 2024, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City. If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

Notice re RON hearing - Hanna and Zakhary

Final Audit Report 2024-08-23

Created:	2024-08-23
By:	Jeremy Miller (jmiller@interwestgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsTyt2jiZQRPwidxskWlDjbz2zFtThgw2

"Notice re RON hearing - Hanna and Zakhary" History

Document created by Jeremy Miller (jmiller@interwestgrp.com)
2024-08-23 - 2:11:47 AM GMT

Document emailed to Jason Farag (jfarag@cityofwildomar.org) for signature
2024-08-23 - 2:11:51 AM GMT

Email viewed by Jason Farag (jfarag@cityofwildomar.org)
2024-08-23 - 4:03:46 AM GMT

Document e-signed by Jason Farag (jfarag@cityofwildomar.org)
Signature Date: 2024-08-23 - 4:04:26 AM GMT - Time Source: server

Agreement completed.
2024-08-23 - 4:04:26 AM GMT

Clinton Keith Road Widening Project (CIP 025-1)

APN 362-250-025

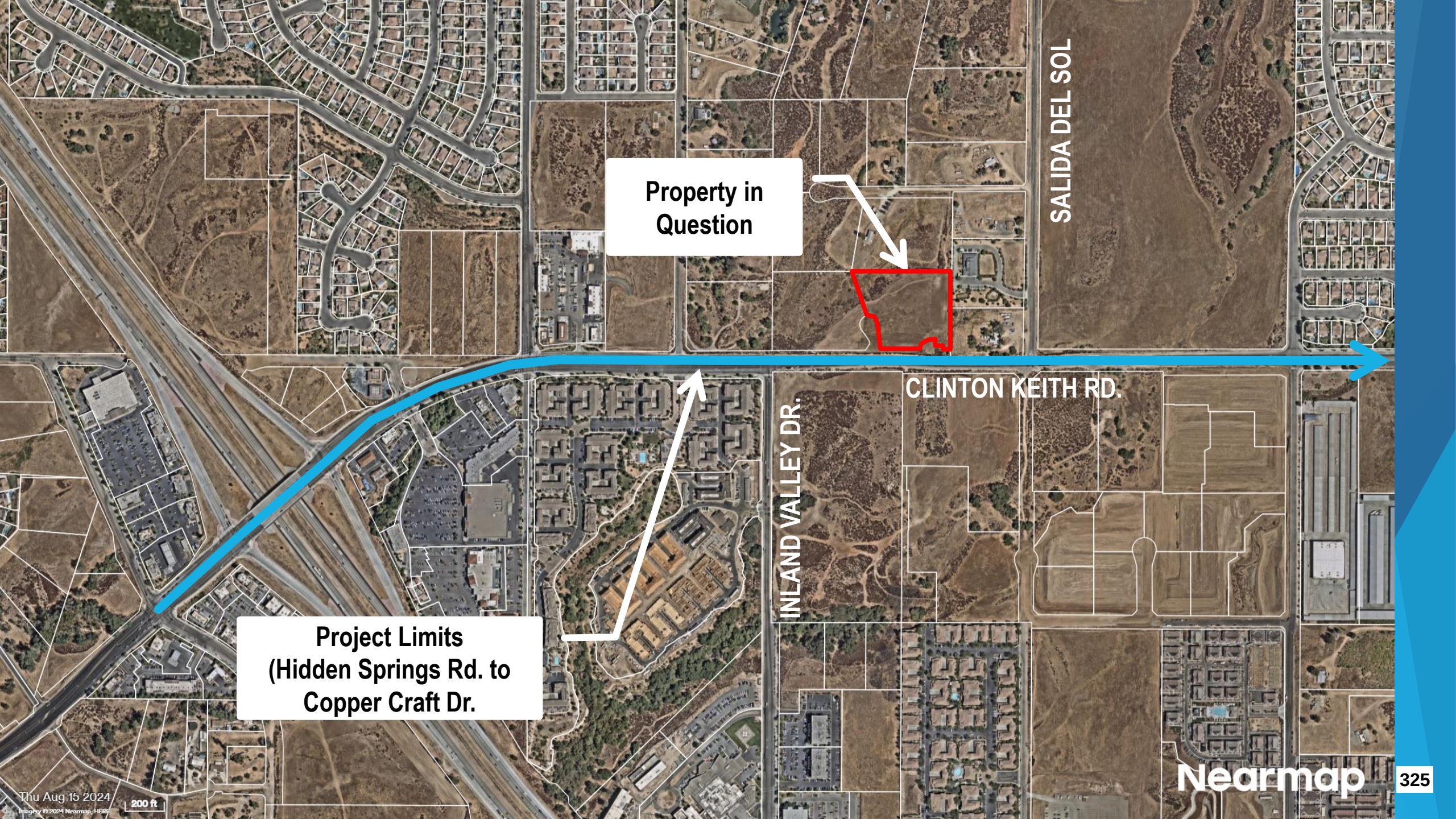
North side of Clinton Keith Rd., between Inland Valley Dr. and Salida del Sol

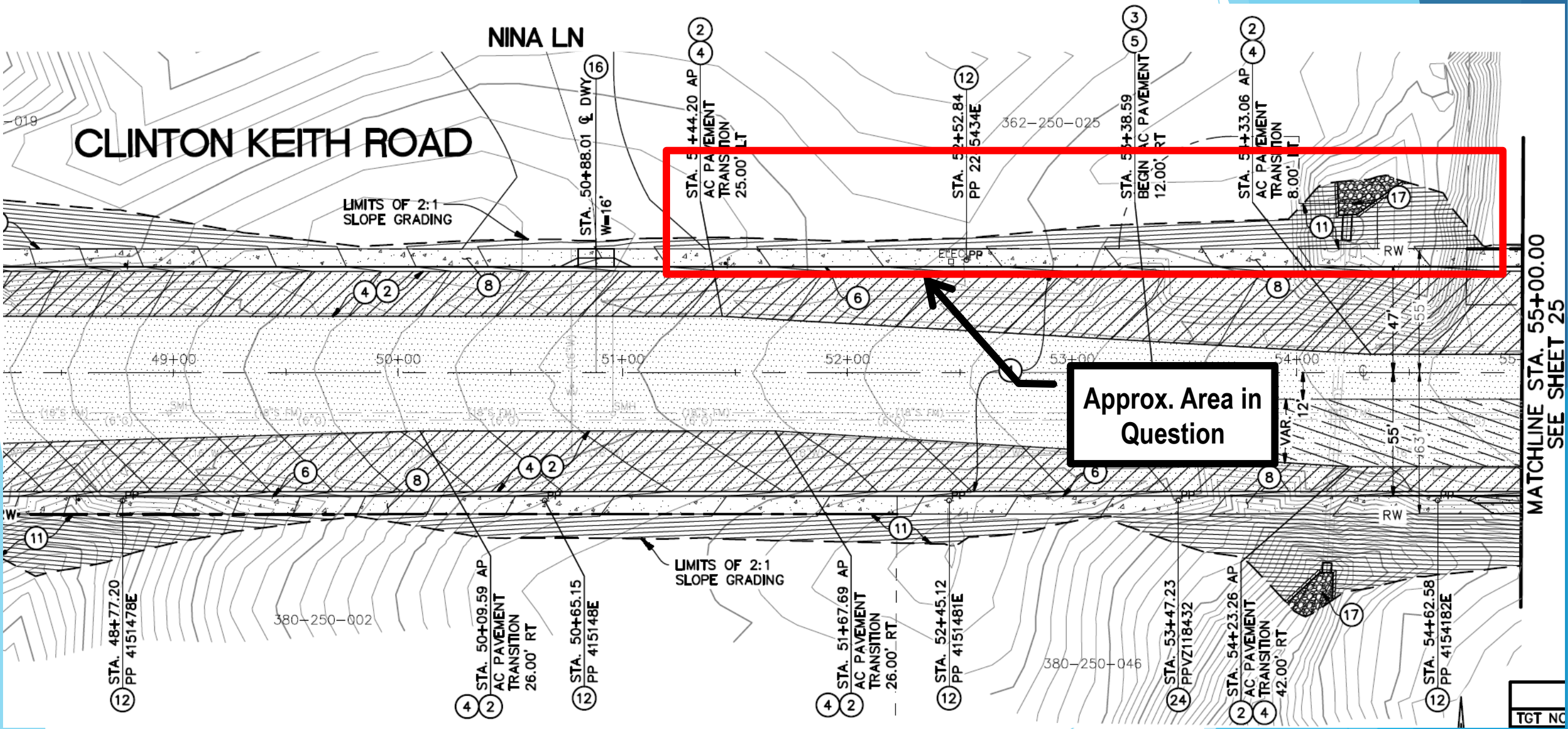
Resolution of Necessity

Public Hearing

September 11, 2024

City of Wildomar


Property in Question
SALIDA DEL SOL
CLINTON KEITH RD.
INLAND VALLEY DR.
Project Limits (Hidden Springs Rd. to Copper Craft Dr.
Thu Aug 15 2024
Imagery © 2024 Nearmap, HERE
200 ft
Nearmap


NINA LN
CLINTON KEITH ROAD
LIMITS OF 2:1 SLOPE GRADING
STA. 50+88.01 ℄ DWY W=16'
STA. 51+44.20 AP AC PAVEMENT TRANSITION 25.00' LT
STA. 52+52.84 PP 22 5434E
STA. 53+38.59 BEGIN AC PAVEMENT 12.00' RT
STA. 54+33.06 AP AC PAVEMENT TRANSITION 8.00' RT
362-250-025
Approx. Area in Question
RW
49+00
50+00
51+00
52+00
53+00
54+00
MATCHLINE STA. 55+00.00
SEE SHEET 25
LIMITS OF 2:1 SLOPE GRADING
380-250-002
380-250-046
STA. 48+77.20 PP 4151478E
STA. 50+09.59 AP AC PAVEMENT TRANSITION 26.00' RT
STA. 50+65.15 PP 4151481E
STA. 51+67.69 AP AC PAVEMENT TRANSITION 26.00' RT
STA. 52+45.12 PP 4151481E
STA. 53+47.23 PPVZ118432
STA. 54+23.26 AP AC PAVEMENT TRANSITION 42.00' RT
STA. 54+62.58 PP 4154182E

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS

Meeting Date: September 11, 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: September 11, 2024

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

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 07-10-2024 Minutes

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

Regular Session 6:00 PM

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

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

ROLL CALL

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

Members absent: None.

Councilmember Nigg arrived at 6:15 p.m.

Staff in attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Administrative Services Director Schrader, Community Services Director Torres, Economic Development Director Davidson, and Finance Manager Jantz

FLAG SALUTE

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

PRESENTATIONS

1. Parks Make Life Better Month - July 2024
2. Julia Lee Performing Arts Academy Update

DEPARTMENT REPORTS

There were no department reports.

PUBLIC COMMENTS

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

1. James Prestininzi, representing Herwood Building Supplies
2. Alicia Flores

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to approve the agenda as presented, with the exception of moving Item# 3.3 to be heard before 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) CONSENT CALENDAR

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

Motion Approved: 5 - 0

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

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

Approved the minutes as presented.

1.2) June 2024 City Warrant Register

Approved the following:

For Fiscal Year 2023/2024:
1. Warrant Register dated 06-06-2024 in the amount of $276,951.38
2. Warrant Register dated 06-13-2024 in the amount of $195,333.56
3. Warrant Register dated 06-20-2024 in the amount of $522,125.27
4. Warrant Register dated 06-24-2024 in the amount of $16,756
5. Warrant Register dated 06-27-2024 in the amount of $152,277.84
6. Wire Transfer Register dated 06-30-2024 in the amount of $55,153.32.7. Payroll Register dated 07-01-2024 in the amount of $259,328.54

1.3) May 2024 City Treasurers Report

Approved the Treasurer's Report for May 2024

1.4) Avalino Parkway Maintenance Agreement (Signal Hill and Church)

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

1.5) First Amendment to Annual Grant Writing Services Agreement with California Consulting Inc.

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

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

Approved and Authorized the City Manager to Execute the Office Lease Amendment with Core Tree Care, Inc.

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

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 48
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO 1) SETTLE CLAIMS AGAINST THE KROGER CO. IN THE NATIONAL OPIOID LITIGATION AND 2) ELECT TO RECEIVE DIRECT PAYMENT OF FUNDS UNDER THE SETTLEMENTS WITH THE OTHER DEFENDANTS

1.8) Ratify Amended Agreement for Law Enforcement Services FY 2024-25 through FY 2026-27

Authorized the Mayor to Ratify the Agreement.

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

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 49
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF SPECIAL TAXES WITHIN COMMUNITY

FACILITIES DISTRICT NO. 2013-1 (SERVICES) TAX ZONE 12, FOR FISCAL YEAR 2024-25

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

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

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

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

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

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

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

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

2) PUBLIC HEARINGS

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

Mayor Moore opened the Public Hearing.

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

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 50
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

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) FY2023-24 4th Quarter Budget Report

Finance Manager Jantz presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to approve the Fiscal Year 2023-24 4th Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - 51
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED 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

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

Public Works Director Farag presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Authorize the City Manager to execute the MOU between the City of Wildomar and the County of Riverside's Department of Environmental Health.

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 Introduce and Approve for First Reading an Ordinance entitled:

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

Motion Approved: 5 - 0

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

3.3) Grand Avenue East Side Land Use Designation Discussion

Community Development Director Bassi presented the staff report.

The following individuals provided public comment:

1. Alex Sukhov, representing the Sukhov Family, with time donated by Jody Sukhov, representing the Sukhov Family provided public comment in opposition of Estate Density Residential (EDR) for a total of 6 minutes.

2. Quinten Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

3. Desiree Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

4. Nicolas Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

5. Nathan Sukhov, representing the Sukhov Family, provided public comment in opposition of Estate Density Residential (EDR).

6. Sherrie Munroe, representing 4M Engineering & Development, provided public comment in opposition of Estate Density Residential (EDR).

7. Phil Caballero, property owner, with time donated by Eileen Gonzales, representing the Gonzales family, provided public comment in opposition of Estate Density Residential (EDR) for a total of 6 minutes.

8. Bruce Linsley, representing L.B.I. Temecula Properties, provided public comment in opposition of Estate Density Residential (EDR).

9. Ann Kiggins, resident, with time donated by Kathy Bundy, resident provided public comment in favor of Estate Density Residential (EDR) for a total of 6 minutes.

10. Trina Gonzales-Van, representing Conrad Gonzales Family, provided public comment.

11. Gary McDaniel, resident, provided public comment in favor of Estate Density Residential (EDR).

12. Evelyn Gonzalez, resident, provided public comment in favor of Low Density Residential (LDR).

13. Brian Nefinges, resident, provided public comment in favor of Estate Density Residential (EDR).

14. Frankie Alonso, resident, provided public comment in favor of Estate Density

Residential (EDR).

15. Elizabeth Kuzma, resident, provided public comment in favor of Estate Density Residential (EDR).

16. Marybeth Slane, resident, provided public comment in favor of Estate Density Residential (EDR).

17. Don Saunders, resident, with time donated by Ken Herrera, resident, provided public comment in favor of Estate Density Residential for a total of 6 minutes.

Moved by Dustin Nigg; seconded by Carlos Marquez to Keep the existing General Plan Land Use designation of Low Density Residential (LDR) for the East Side of Grand Avenue.

Motion Approved: 4 - 1

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

CITY MANAGER REPORT

1. Fencing Options for Bundy Canyon Rd. and Monte Vista Dr. at the future Riverside County Flood Control Lateral C Basin: Directed staff to bring back the item with additional options for discussion.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:12 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 8:12 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 Dustin Nigg; seconded by Ashlee DePhillippo 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 Carlos Marquez 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) April 10, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

4.2) June 2024 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 06-06-2024 in the amount of $266.92
2. Warrant Register dated 06-13-2024 in the amount of $3,564.66
3. Warrant Register dated 06-20-2024 in the amount of $133.20.

4.3) May 2024 Cemetery Treasurers Report

Approved the Treasurer's Report for May 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 8:13 p.m.

Submitted by:



_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: September 11, 2024

SUBJECT: August 14, 2024 - City Council/Cemetery District Regular Minutes

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 08-14-2024 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, AUGUST 14, 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 Jex, City Clerk Morales, Economic Development Director Davidson, Community Services Director Torres, Finance Manager Jantz, Code Enforcement Manager Berroteran, and Human Resources and Risk Manager Wolf

FLAG SALUTE

The flag salute was led by August 3, 2024 Fire Incident Volunteer Marie

PRESENTATIONS

1. Certificates of Recognition for Volunteers - Fire Incident August 3, 2024

DEPARTMENT REPORTS

Police Department Quarterly Update

Fire Department Quarterly Update

Wildomar Library Quarterly Update

Economic Development Legislative Update

PUBLIC COMMENTS

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

1. Carlos Bonilla, Calwest
2. Jeane, Park Anne Sullivan

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by 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

1) CONSENT CALENDAR

Councilmember Morabito pulled agenda items # 1.10, 1.12 and 1.13 for staff presentations.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to approve items #1.1 through 1.12 of 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) May 8, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

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

Approved the minutes as presented.

1.3) July 2024 Warrant Register

Approved 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

Approved the Treasurer's Report for June 2024.

1.5) 2nd Reading of Ordinance No. 242

Adopted 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)

Authorized 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)

Authorized 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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 52
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)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 53
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.

Authorized 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

1. Received and filed the 2024 Local Agency Biennial Notice; and

2. Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 54
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

Received and filed the kick off of the 2024 Home Decoration Contest.

1.13) National Clean Up Day Event MOU with Wildomar Community & Parks Foundation

Mayor Moore recused herself due to a Conflict of Interest.

Moved by Joseph Morabito; seconded by Dustin Nigg to
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.

Motion Approved: 4 - 0

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

2) PUBLIC HEARINGS

No items scheduled.

3) GENERAL BUSINESS

3.1) Purchase of City Vehicles

Finance Manager Jantz presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to
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

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

City Clerk Morales presented the staff report.

Moved by Joseph Morabito; seconded by Carlos Marquez to Ratify Council Member Morabito as the Voting Delegate, Mayor Moore as one alternate and Mayor Pro Tem DePhillippo as another alternate for the League of California Cities Annual General Business Meeting.

Motion Approved: 4 - 0

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

CITY MANAGER REPORT

There was no City Manager Report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 7:21 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair Moore at 7:22 p.m.

ROLL CALL

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

Members absent: None.

Trustee Nigg arrived at 7:22 p.m.

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 Carlos Marquez to approve the agenda as presented.

Motion Approved: 4 - 0

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

4) CEMETERY CONSENT CALENDAR

Moved by Joseph Morabito; seconded by Carlos Marquez 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) May 8, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

4.2) June 12, 2024 - City Council/Cemetery District Regular Minutes

Approved the minutes as presented.

4.3) July 2024 Cemetery Warrant Register

Approved 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

Approved the Treasurer's Report for June 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 7:22 p.m.

Submitted by:

Janet Morales

_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: September 11, 2024

SUBJECT: August 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 08-08-2024 in the amount of $2,977.07.
2. Warrant Register dated 08-22-2024 in the amount of $270.00.

For Fiscal Year 2024/2025
1. Warrant Register dated 08-01-2024 in the amount of $7,905.80.
2. Warrant Register dated 08-08-2024 in the amount of $1,214.55.
3. Warrant Register dated 08-22-2024 in the amount of $1,659.76.
4. Warrant Register dated 08-29-2024 in the amount of $2,763.78.

SUMMARY:
August 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:
Aug 2024 Cemetery Warrant Register.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218640	8/8/2024	000088 ACE HARDWARE	308002/3		CEMETERY DEPT SUPPLIES	15.49
			308054/3		CEMETERY DEPT SUPPLIES	525.38
					Total :	**540.87**
218641	8/8/2024	001692 AMAZON CAPITAL SERVICES	1MTX-DYPY-G37W		CEMETERY DEPT SUPPLIES	284.53
					Total :	**284.53**
218642	8/8/2024	000012 ELSINORE VALLEY MUNICIPAL, WATER D	13106483		06/16/24-07/16/24 CEMETERY WATER SERVICE	2,151.67
					Total :	**2,151.67**
3	**Vouchers for bank code :**	wf			**Bank total :**	**2,977.07**
3	**Vouchers in this report**				**Total vouchers :**	**2,977.07**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218704	8/22/2024	001743 GOPHER SQUAD	000687		PEST CONTROL SERVICES 3/11/24	135.00
			000719		PEST CONTROL SERVICES 5/28/24	135.00
					Total :	**270.00**

1 Vouchers for bank code : wf **Bank total :** **270.00**

1 Vouchers in this report **Total vouchers :** **270.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218608	8/1/2024	002290 EMPIRE MOWERS INC.	73024	0000574	TURO TITAN MOWER	7,905.80
					Total :	**7,905.80**

1 Vouchers for bank code : wf **Bank total :** **7,905.80**

1 Vouchers in this report **Total vouchers :** **7,905.80**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218643	8/8/2024	001692 AMAZON CAPITAL SERVICES	1HWJ-MPFT-7993		CEMETERY SUPPLIES	100.24
					Total :	**100.24**
218644	8/8/2024	000367 CINTAS CORPORATION	5223347465		SD EYEWASH SERVICE AGREEMENT	201.97
					Total :	**201.97**
218645	8/8/2024	000367 CINTAS CORPORATION	4200463348		STAFF UNIFORM & TOWEL MAINTENANCE	183.48
					Total :	**183.48**
218646	8/8/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	651868B		PEST CONTROL CEMETERY (07/10/24)	27.50
					Total :	**27.50**
218647	8/8/2024	000186 RIGHTWAY	77799		(1) SEPTIC PUMP 21400 PALOMAR STREET	310.00
					Total :	**310.00**
218648	8/8/2024	000094 STAUFFERS LAWN EQUIPMENT	372000		DEPARTMENTAL SUPPLIES	84.82
			372565		DEPARTMENTAL SUPPLIES	146.81
					Total :	**231.63**
218649	8/8/2024	001720 STERICYCLE, INC	8007866993B		CONTRACTUAL SHREDDING SVC	110.52
					Total :	**110.52**
218650	8/8/2024	000378 TEMECULA VALLEY PIPE & SUPPLY	637696		FACILITY MATERIAL	49.21
					Total :	**49.21**

8 Vouchers for bank code : wf **Bank total : 1,214.55**

8 Vouchers in this report **Total vouchers : 1,214.55**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218705	8/22/2024	000367 CINTAS CORPORATION	4201499771		STAFF UNIFORM & TOWELL MAINTENANCE	180.49
					Total :	**180.49**
218706	8/22/2024	001338 DEANZA TERMITE & PEST CONTROL, INC	653937B	0000577	PEST CONTROL CEMETERY (08/13/24)	27.50
					Total :	**27.50**
218707	8/22/2024	000186 RIGHTWAY	392378		(1) SEPTIC PUMP 21400 PALOMAR STREET	310.00
			392389		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	452.18
					Total :	**762.18**
218708	8/22/2024	000094 STAUFFERS LAWN EQUIPMENT	37391		CEMETERY EQUIPMENT	307.51
					Total :	**307.51**
218709	8/22/2024	001258 SUNBELT RENTALS, INC.	157498316-0001B		CEMETERY EQUIPMENT RENTAL	382.08
					Total :	**382.08**

5 Vouchers for bank code : wf **Bank total :** **1,659.76**

5 Vouchers in this report **Total vouchers :** **1,659.76**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218747	8/29/2024	001102 BEEGUYTRAVIS	2907		BEE REMOVAL SERVICES	395.00
					Total :	**395.00**
218748	8/29/2024	001544 BROWN FAMILY SERVICES	2120		CEMETERY BACKHOE GENERAL REPAIR	430.36
					Total :	**430.36**
218749	8/29/2024	000367 CINTAS CORPORATION	4202185129		STAFF UNIFORM & TOWEL MAINTENANCE	180.49
			4202897137		STAFF UNIFORM & TOWELL MAINTENANCE	180.49
					Total :	**360.98**
218750	8/29/2024	000367 CINTAS CORPORATION	9278037194		SD EYEWASH SERVICE AGREEMENT	141.38
			9282320100		SD EYEWASH SERVICE AGREEMENT	141.38
					Total :	**282.76**
218751	8/29/2024	000342 FENCE MASTERS	3202328		REPAIR (2) HOLES IN FENCES BEHIND WILDOM	420.00
					Total :	**420.00**
218752	8/29/2024	000094 STAUFFERS LAWN EQUIPMENT	375073		DEPARTMENTAL SUPPPLIES (GAS CANS EQUIMEN	219.63
					Total :	**219.63**
218753	8/29/2024	000378 TEMECULA VALLEY PIPE & SUPPLY	638118B		CEMETERY IRRIGATION	201.14
			638119		CEMETERY IRRIGATION	453.91
					Total :	**655.05**

7 Vouchers for bank code : wf **Bank total :** **2,763.78**

7 Vouchers in this report **Total vouchers :** **2,763.78**

SUBJECT: July 2024 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for July 2024.

SUMMARY:
July 2024 Cemetery Treasurer's Report

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

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2024

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 427,762.75	$ 427,762.75	$ 427,762.75	28.80%	N/A	5.430%
300	CAMP MANAGED ACCOUNT	$ 1,045,958.02	$ 1,045,958.02	$ 1,057,681.79	71.20%	891	4.590%
	TOTAL	$ 1,473,720.77	$ 1,473,720.77	$ 1,485,444.54	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 425,803.07	$ -	$ 1,959.68	$ -	$ 427,762.75	5.430%
300	CAMP MANAGED ACCOUNT	$ 1,043,148.00	$ -	$ 2,810.02	$ -	$ 1,045,958.02	4.590%
	TOTAL	$ 1,468,951.07	$ -	$ 4,769.70	$ -	$ 1,473,720.77	

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

8/15/2024
Date