CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, OCTOBER 12, 2022

COUNCIL CHAMBERS 23873 CLINTON KEITH ROAD SUITE 106 WILDOMAR, CA 92595
CLOSED SESSION: 5:00 PM | REGULAR SESSION 6:00PM

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

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

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

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

CALL TO ORDER – CLOSED SESSION - 5:00 P.M.

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION

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

A. City of Wildomar v. Lisa Marie Davis and Daniel Celaya; Case No. MCC2001484

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

1. Proclamation: Purple Heart City
2. Proclamation: Breast Cancer Awareness Month
3. Proclamation: Code Enforcement Officer Week

DEPARTMENT REPORTS

General Plan Update Progress Report #4
Presented By: Matthew Bassi

Code Enforcement Update for 2021-2022
Presented By: Raul Berroteran

Social Work Action Group (SWAG) Update on Homelessness Activities
Presented By: Robert Howell

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.*

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

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 action discussion or action.

1.1 Reading of Ordinances

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

1.2 Minutes- August 10, 2022, Regular Meeting

RECOMMENDATION:
Approve minutes as presented.

1.3 Minutes- August 24, 2022, Special Meeting

RECOMMENDATION:
Minutes as presented.

1.4 Warrant Register September 2022

Presented By: Robert Howell

RECOMMENDATION:

Approve the following:

For Fiscal Year 2021/2022

1. Warrant Register dated 09-01-2022 in the amount of $75,587.80.
2. Warrant Register dated 09-08-2022 in the amount of $153.57.
3. Warrant Register dated 09-15-2022 in the amount of $24,539.56.
4. Warrant Register dated 09-22-2022 in the amount of $833,999.03.
5. Warrant Register dated 09-29-2022 in the amount of $15,698.80.

For Fiscal Year 2022/2023

1. Warrant Register dated 09-01-2022 in the amount of $150,743.72.
2. Warrant Register dated 09-08-2022 in the amount of $113,793.10.
3. Warrant Register dated 09-15-2022 in the amount of $249,203.23.
4. Warrant Register dated 09-22-2022 in the amount of $446,907.00.
5. Warrant Register dated 09-29-2022 in the amount of $308,353.72.
6. Wire Transfer Register dated 09-30-2022 in the amount of $55,769.74.
7. Payroll Register dated 10-01-2022 in the amount of $207,519.17.

1.5 August 2022 Treasurer's Report

Presented By: Robert Howell

RECOMMENDATION:

Approve the Treasurer's Report for August 2022.

1.6 Road Construction Updates - Public Works/Engineering Department

Presented By: Jason Farag

RECOMMENDATION:

Receive and file the Road Construction Updates from the Public Works/Engineering Department

1.7 KB Homes Verano - Precise Grading Agreement for Models and BMP Agreements

Presented By: Emily Stadnik

RECOMMENDATION:

Authorize the City Manager to execute the Precise Grading Agreement for Models and BMP Agreements with KB Home Coastal Inc.

1.8 Lennar Horizons - Precise Grading Agreement for Models, Precise Grading Agreement for Production and BMP Agreements
Presented By: Emily Stadnik

RECOMMENDATION:
Authorize the City Manager to execute the Precise Grading Agreements for Models, Precise Grading Agreements for Production, and BMP Agreements with Lennar Homes of California, LLC

1.9 Popeyes Restaurant - Precise Grading Agreement and BMP Agreements
Presented By: Emily Stadnik

RECOMMENDATION:
Authorize the City Manager to execute the Precise Grading Agreement and BMP Agreements with DMSD Cajun Properties, LLC.

1.10 Wildomar Shooting Range - Precise Grading Agreement and BMP Agreements
Presented By: Emily Stadnik

RECOMMENDATION:
Authorize the City Manager to execute the Precise Grading Agreement and BMP Agreements with KCG Blue, LLC.

1.11 Sixth Amendment to the Professional Services Agreement with Parsons Transportation Group for Bundy Canyon Road Project
Presented By: Jason Farag

RECOMMENDATION:
Authorize City Manager to execute the Sixth Amendment with the Parsons Transportation Group for Engineering Services for Segment 2 of the Bundy Canyon Road Project in the amount of $64,700.

1.12 Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force
Presented By: Jason Farag

RECOMMENDATION:
Approve Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force (Amendment), as of June 30, 2022.

2. PUBLIC HEARINGS
No items scheduled.

3. GENERAL BUSINESS

3.1 **FY 2022-23 1st Quarter Budget Report**
Presented By: Adam Jantz

RECOMMENDATION:
Review and accept the Fiscal Year 2022-23 1st Quarter Report.

3.2 **Setting the Public Hearing for 2022 California Building Codes**
Presented By: Scott Burns

RECOMMENDATION:
1. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ___
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO; AND DELETING CHAPTER 15.48

2. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ___
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

3. Set the public hearing for November 9, 2022, to hear testimony in these matters.

3.3 **Consider a Professional Services Agreement for Website Design and Website Hosting with CivicPlus LLC.**
Presented By: Kimberly Davidson

RECOMMENDATION:
1. Receive and File the report; and,
2. Direct staff to bring back a Professional Services Agreement between the City of Wildomar and CivicPlus LLC for Website Design and Website Hosting.

3.4 **Investment Advisor Selection-PFM Asset Management LLC ("PFMAM")**
Presented By: Robert Howell

RECOMMENDATION:
Approve the selection of PFM Asset Management LLC ("PFMAM") for the City's Investment Advisor and the City Manager to execute the agreement

3.5 **Establish Speed Zones on Gruwell Street and Palomar St.**
Presented By: Jason Farag

RECOMMENDATION:
Introduce and waive further reading of an Ordinance titled:

ORDINANCE NO. ___
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

CITY MANAGER REPORT

1. Mt. San Jacinto College Update

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
1. ~~Update from MSJC College regarding 2014 Bond Funding – Morabito - Oct 2022~~
2. City Wide Street Sweeping – Moore – Oct 2022
3. Street Signage – Benoit - TBD
4. Sidewalk Vending Process – Moore – Nov 2022
5. Clinton Keith Road on/off Ramp Maintenance - Moore - Jan 2023
6. Firework Ordinance - Benoit - Nov 2022
7. Specifications for Little Free Library and other community donated items - Morabito - Feb 2023

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

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 Minutes-September 14, 2022, Regular Meeting

RECOMMENDATION:
Approve minutes as presented.

4.2 Warrant Register Cemetery September 2022

Presented By: Robert Howell

RECOMMENDATION:
Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 09-01-2022 in the amount of $218.11.
2. Warrant Register dated 09-15-2022 in the amount of $4,899.92.
3. Warrant Register dated 09-29-2022 in the amount of $606.56.

4.3 August 2022 Cemetery District Treasurer's Report

Presented By: Robert Howell

RECOMMENDATION:
Approve the Cemetery District Treasurer's Report for August 2022.

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

The City of Wildomar encourages your participation in the meeting. The following options are available for the public to participate:

1. You may view the Regular Session meeting live on the City of Wildomar's website at http://www.cityofwildomar.org or on cable TV through Frontier Channel 36 or AT&T channel 99. To view from the website, select the live stream link on the top of the front page.

2. You may participate in person.

PUBLIC COMMENT: During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak on that item, please fill out a speaker slip and submit it in the inbox at the front of the room. When the City Clerk announces your name, please come up to the podium. Public Comments are limited to 3 minutes or such other time as the Council may provide.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at 951-677-7751 x210.

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/government/agendas___minutes. 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.

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.

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: October 6, 2022

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: October 12, 2022

SUBJECT: General Plan Update Progress Report #4

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi, Planning Director

BACKGROUND:
Staff provided the City Council with the General Plan Update Briefing #3 at its last meeting on September 14, 2022. That briefing primarily covered the month of August 2022. The following is a summary of the recent task assignments completed during the month of September 2022 and the tasks/assignments coming forth over the next 30+ days. For more details, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

DISCUSSION:
Staff and the Consultant Team were busy during the month of September. The following tasks/assignments were accomplished and/or completed.

Tasks/Assignments Accomplished (previous 30 +/- days):
Hosted our 3rd Pop-Up at the Mariachi Night event and collected comments on the draft Guiding Principles from 50 members of the public

Held our General Plan Advisory Group Meeting #2 (Sept. 15th) – Discussed Visioning, Guiding Principles, and Land Use (part 2 of this meeting set for Oct. 10).

Developed initial recommendations for revisions to the Land Use Plan and Designations.

Drafted recommendations for Guiding Principles based on feedback received from public outreach conducted to date.

Upcoming Tasks/Assignments (Next 30+ days):

Finalization of the Stakeholder Interviews in October 2022.

General Plan Advisory Group meeting #2 - Part 2 (October 10, 2022).

Revising recommendations for revisions to the Land Use Plan and Designations in response to comments, and developing land use concepts for proposed Focus Areas.

Community Workshop #2 (Land Use) coming on November 10, 2022 @ Corporate Room.

General Plan Advisory Group meeting #3 (Tentatively Dec. 2022 or Jan. 2023).

Planning Commission Study Session/Briefing (tentatively scheduled for Feb./March 2023).

Website Update:
1,261 Unique visitors since the website launched on June 14, 2022.

163 total unique visitors in the month of September 2022.

Average of 5 website visits per day.

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: October 12, 2022

SUBJECT: Code Enforcement Update for 2021-2022

SUBMITTED BY: Raul Berroteran

PREPARED BY: Raul Berroteran,

SUMMARY:
Provide a yearly update on code enforcement statics and accomplishments.

ATTACHMENTS:
Code Enforcement Update For 2022.pdf
Code Enforcement Update for 2022 Revised 10-12-22

Code Enforcement Update For 2022

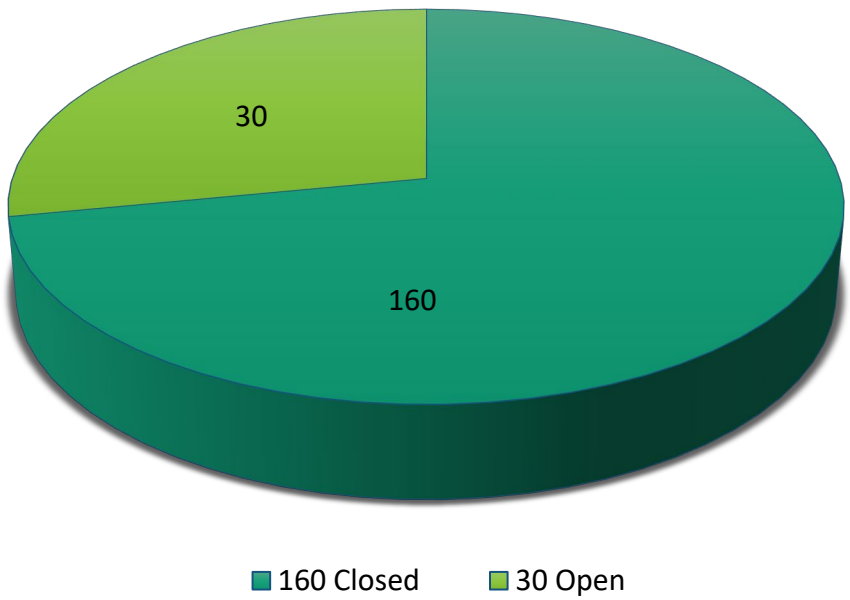


Recap on programs and equipment.

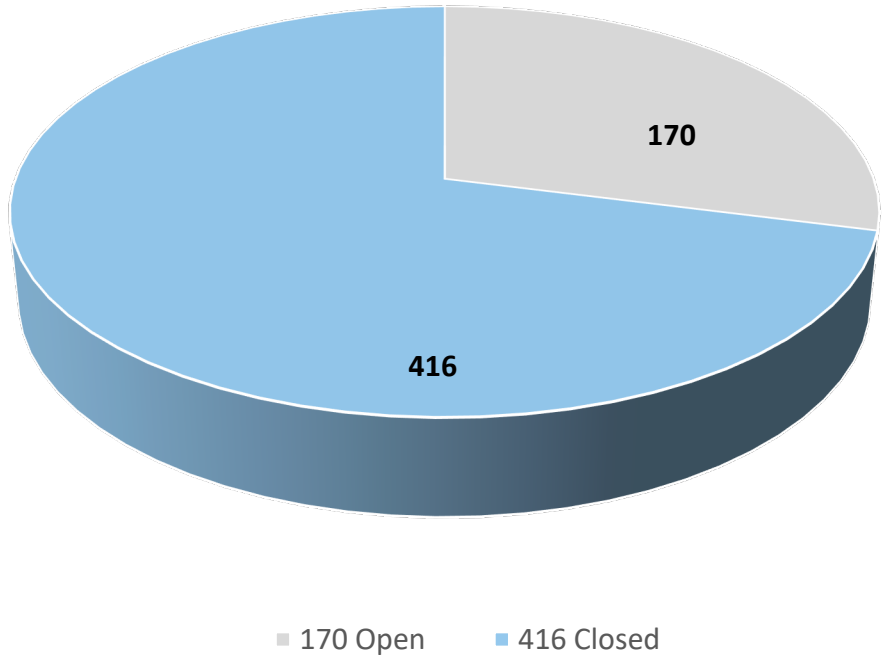
- Comcate program
- Updated website
- Adopted the International Property Maintenance Code (I.P.M.C)
- Data Ticket (Handheld citation machine)
- PPE for Officers
- Radio Communication with the Riverside County Sheriff Dept. (Radios are being programmed)
- Overseeing Emergency Preparedness Program

Code Enforcement Stats
Sept.-Dec 2021 and Jan.- Oct.2022

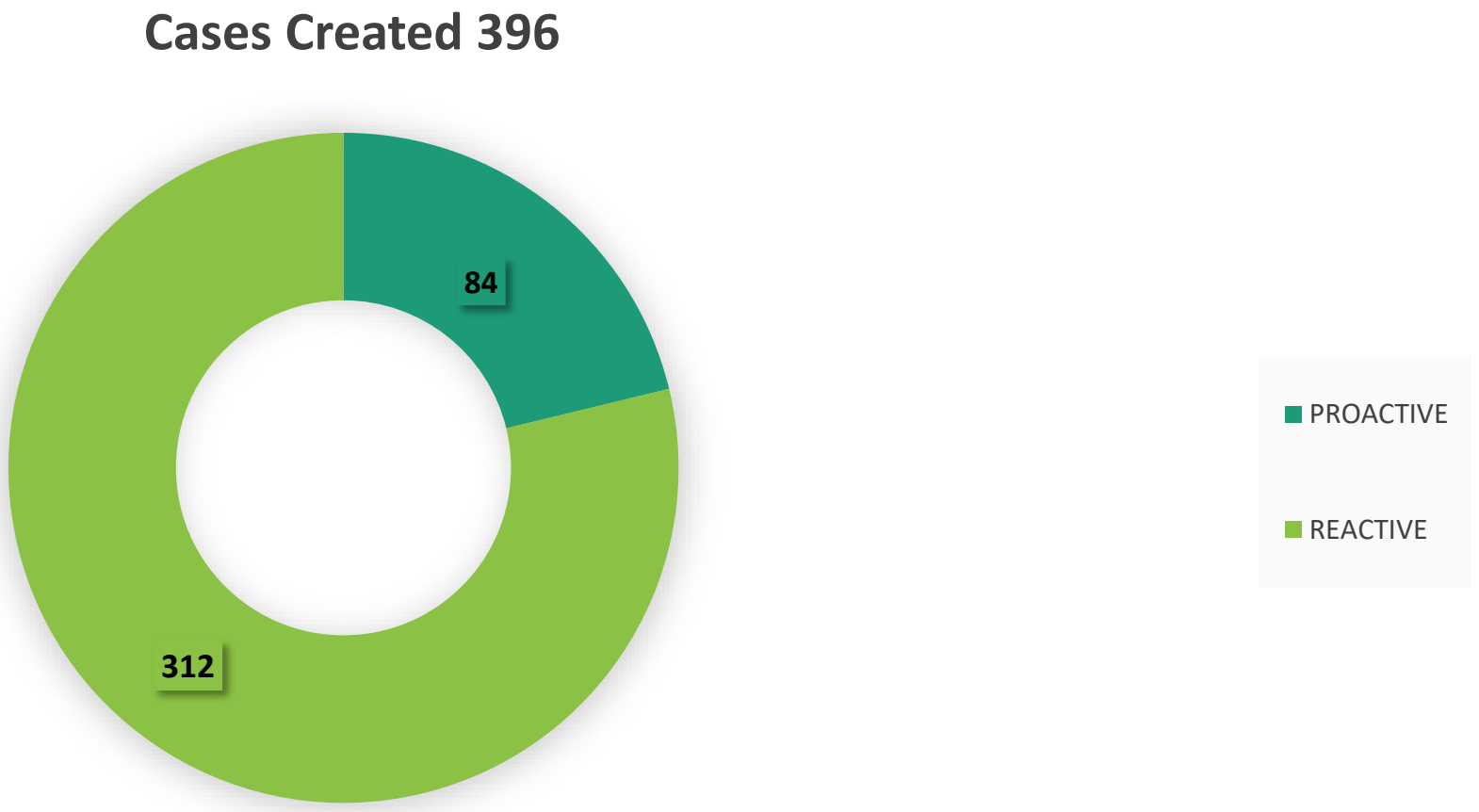
190 cases



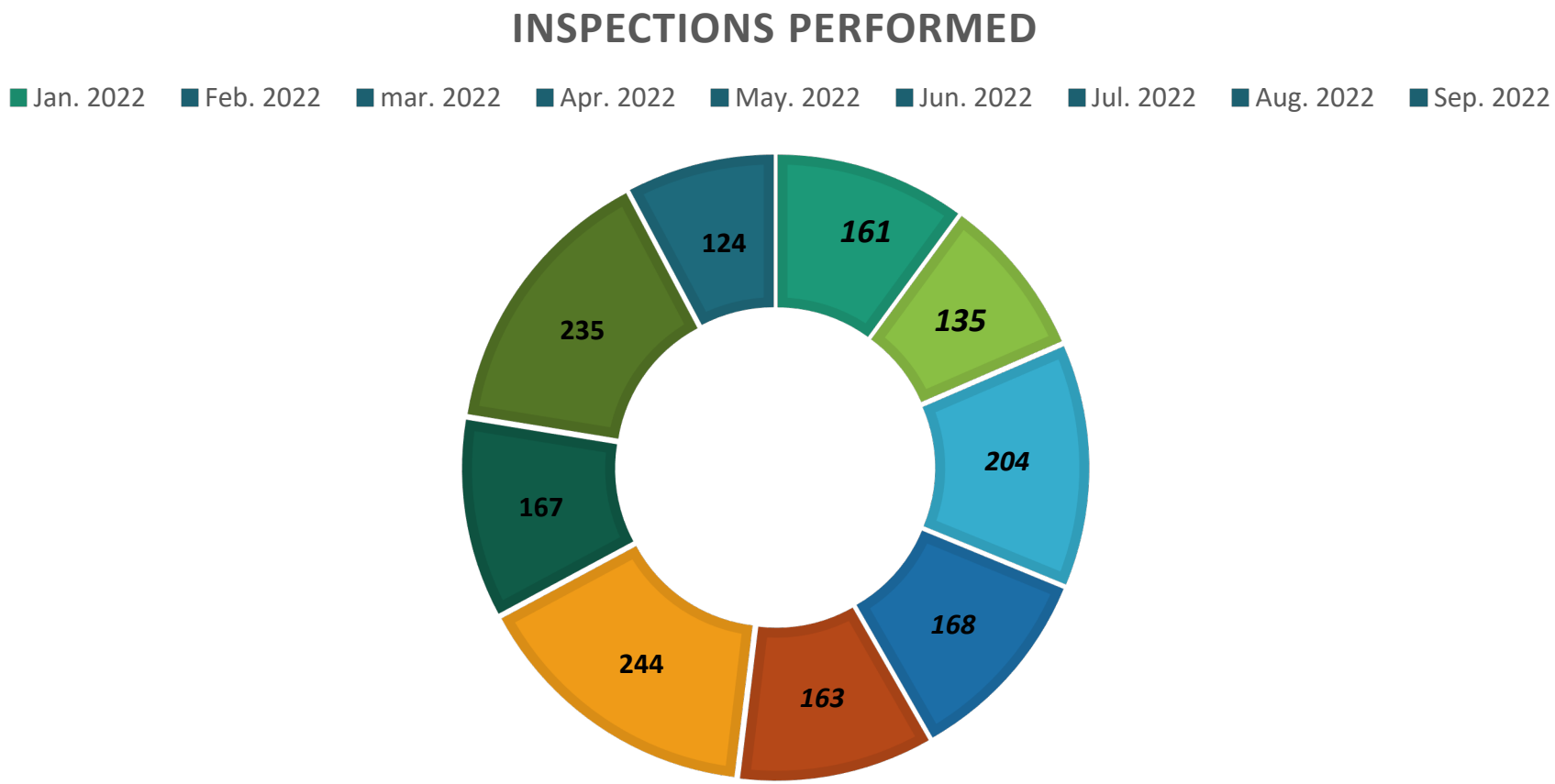
586 case



Code Enforcement Stats January to Present 2022



Code Enforcement Stats
January to Present 2022



Illegal dumping at Cottonwood Canyon





Wildlife habitat at Clinton Keith Rd.



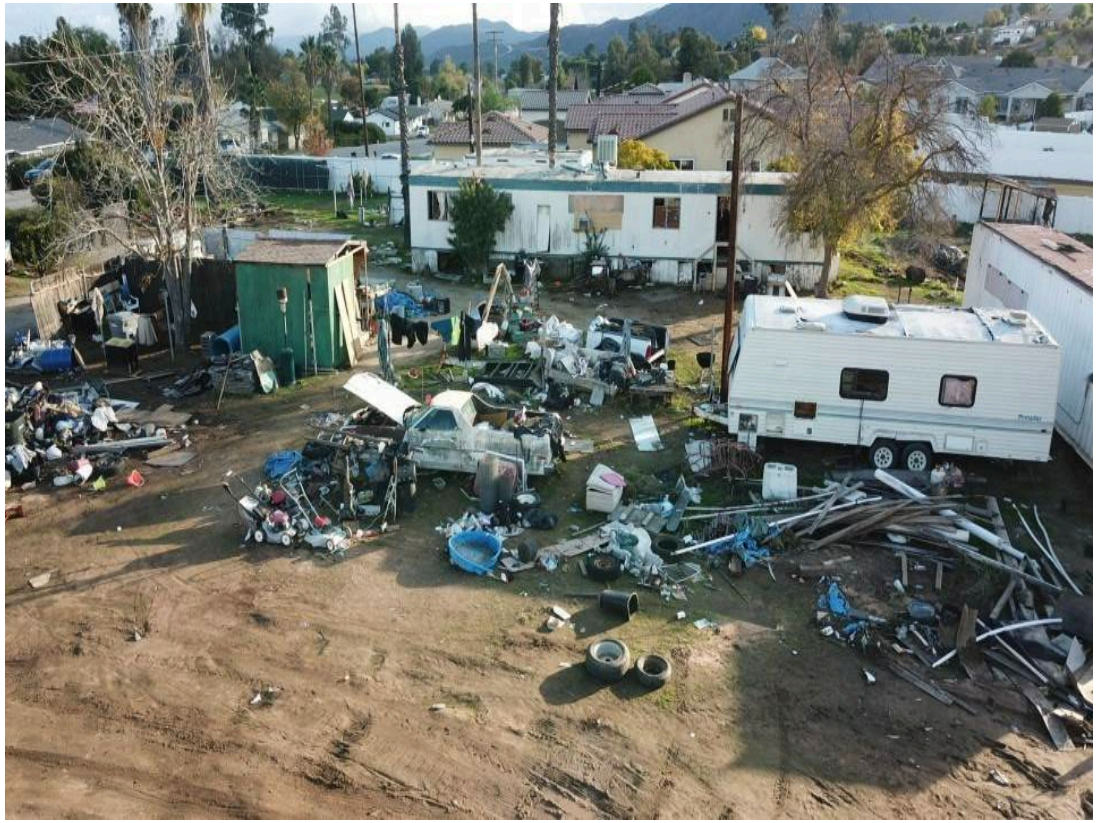


Elizabeth Ave. Property





Orange Street Property





Removing Graffiti ASAP





Olive Street property





Bundy Canyon Dr. / Edwards Road





Future Implementations

- Obtaining data for a possible future parking enforcement program
- Provide E.O.C. training for staff
- Senior relief program

Update on Emergency preparedness

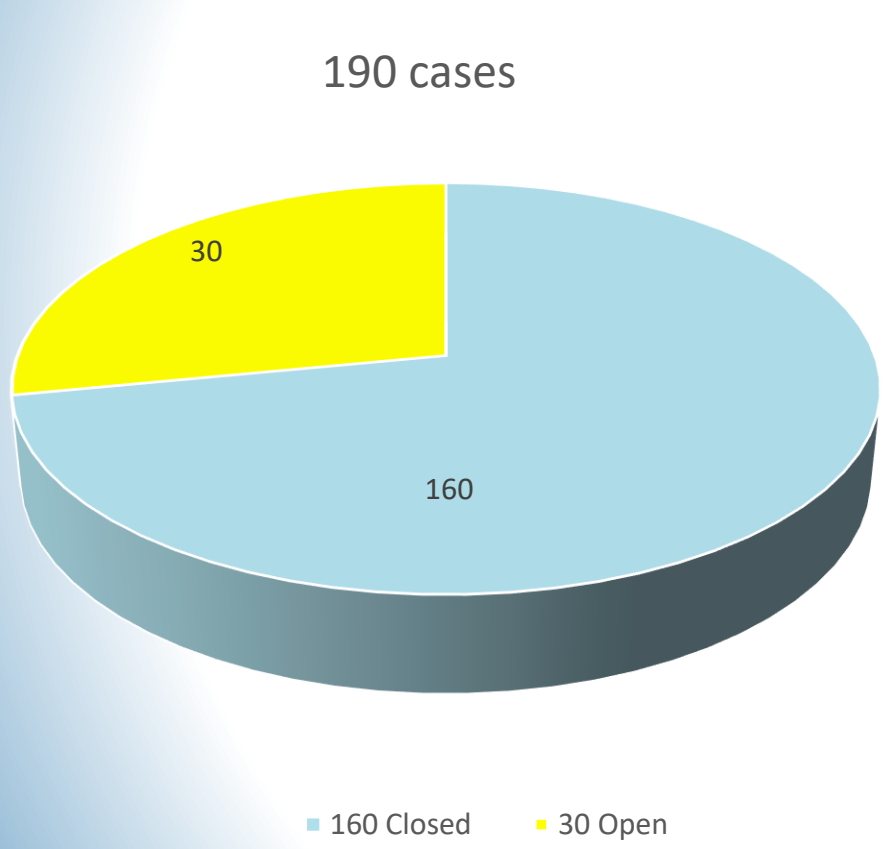
Code Enforcement Update For 2022

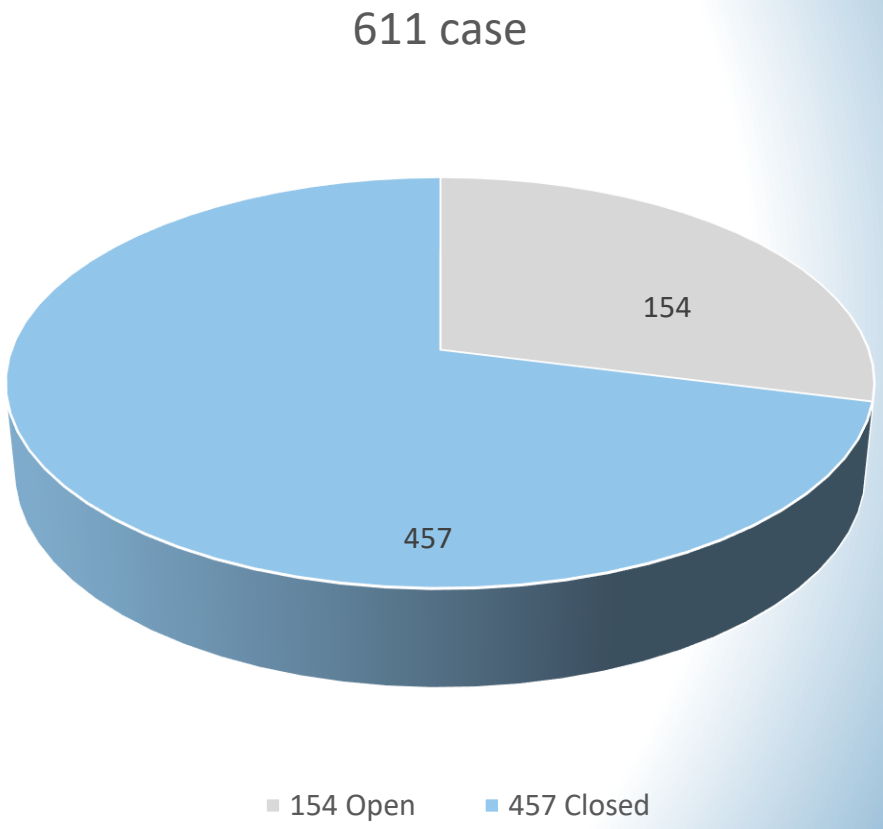


Recap on programs and equipment.

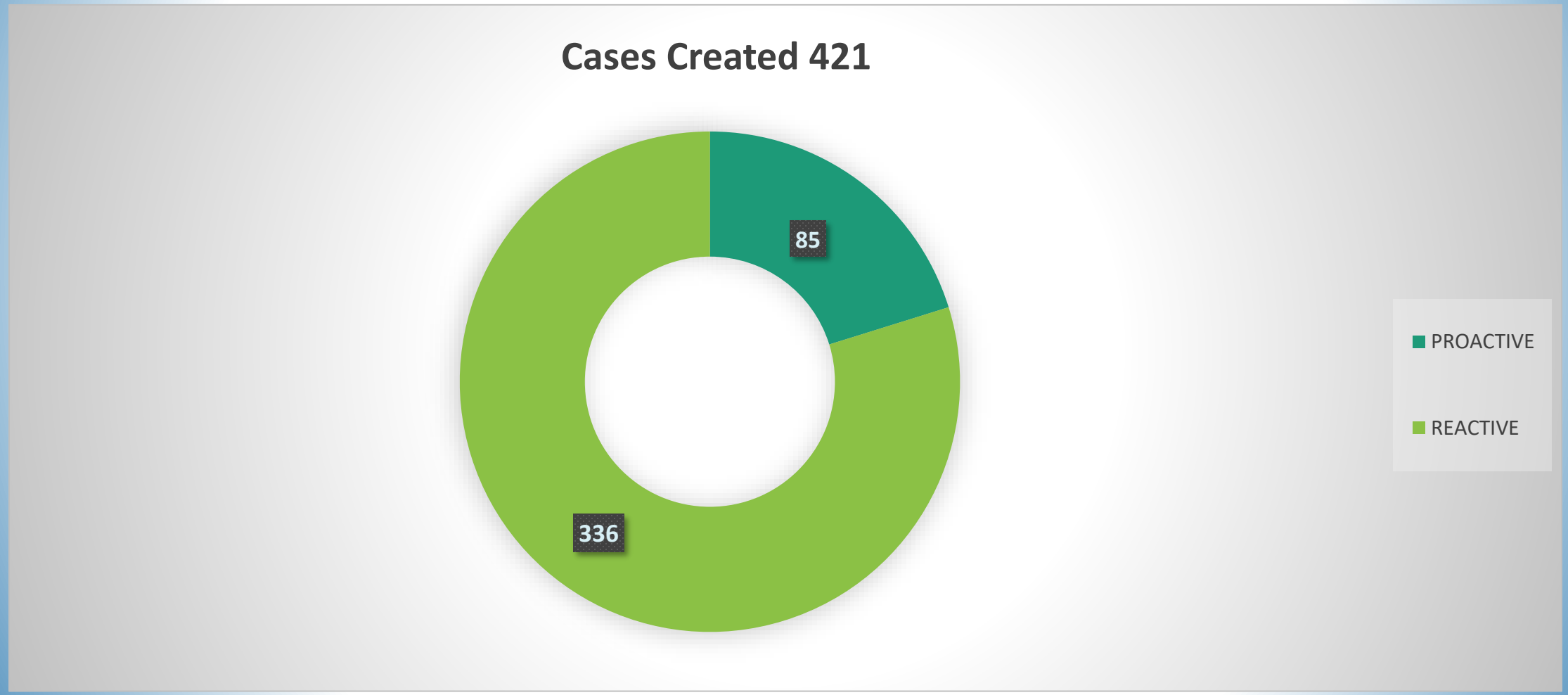
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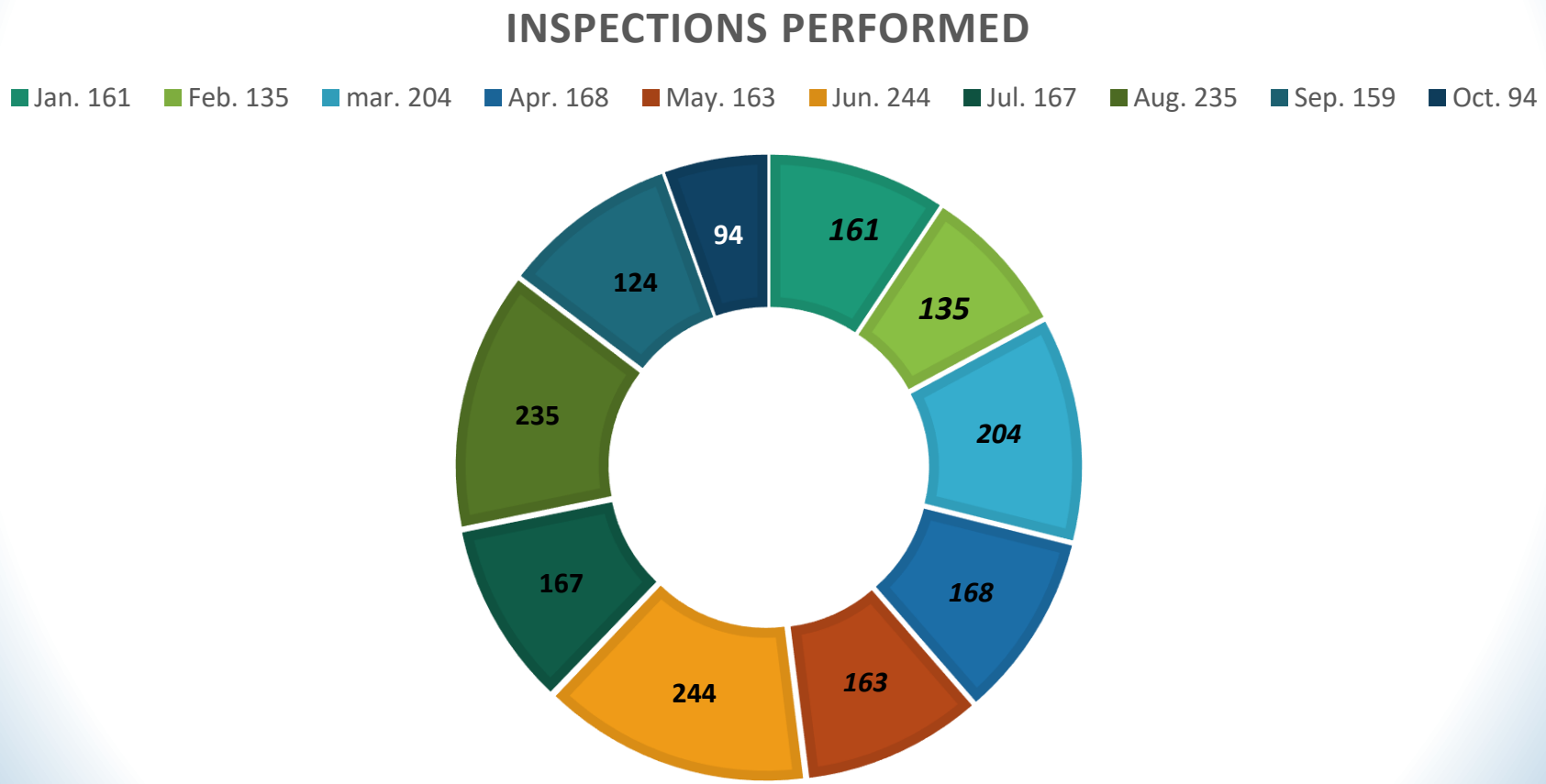




Code Enforcement Stats
January to Present 2022



Code Enforcement Stats
January to Present 2022

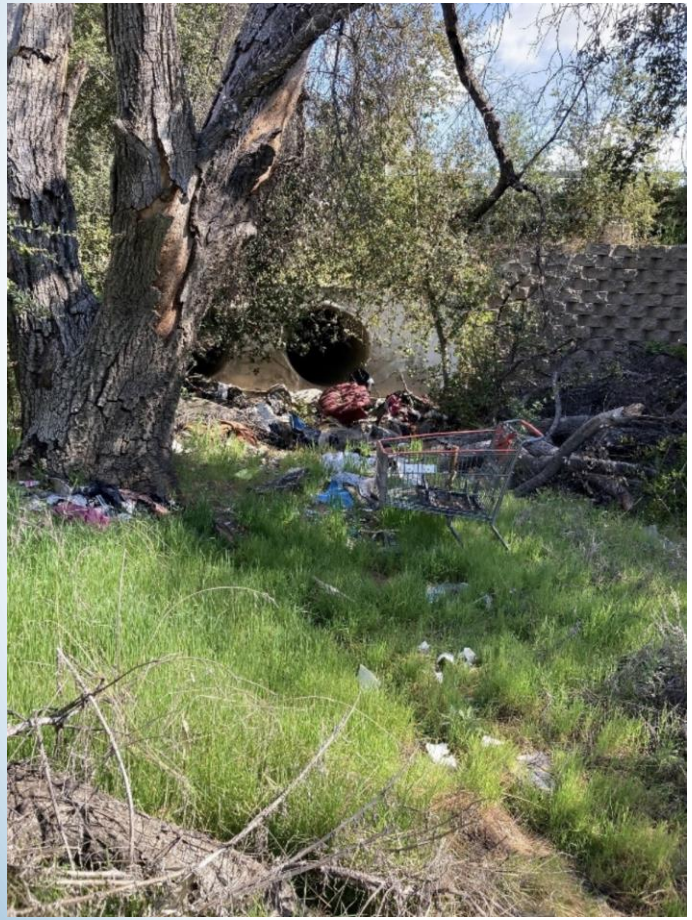


Illegal dumping at Cottonwood Canyon





Wildlife habitat preserve at Clinton Keith Road





Elizabeth St. Property





Orange Street Property





Removing Graffiti ASAP





Olive Street property





Bundy Canyon Dr. / Edwards Road





Future Implementations

- Obtaining data for a possible future parking enforcement program
- Provide E.O.C. training for staff
- Senior relief program

Update on Emergency Preparedness

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: October 12, 2022

SUBJECT: Social Work Action Group (SWAG) Update on Homelessness Activities

SUBMITTED BY: Robert Howell

PREPARED BY: Robert Howell, Administrative Service Director

SUMMARY:
Presentation by SWAG on the Homelessness Activities that have taken place in Wildomar over the past 15 months.

DISCUSSION:
Link to Video - https://youtu.be/a3-_qc-8GXI

ATTACHMENTS:
Wildomar Anchor-3.pdf (3).pdf



HOMELESS OUTREACH

OUR TEAM SEARCHES OUT AND FINDS THOSE MOST VULNERABLE IN OUR COMMUNITIES THAT ARE LIVING ON THE STREETS; IN LAKE AND RIVER-BOTTOMS, TRASH ENCLOSURES, VEHICLES ETC. WE WORK TO REBUILD THE INDIVIDUAL'S SELF-WORTH AND DESIRE TO OBTAIN A BASIC RIGHT WE ALL DESERVE- A SAFE PLACE TO LIVE.

WILDOMAR SUCCESSES

SOCIAL WORK ACTION GROUP





JASMINE P.

9 YEARS OF HOMELESSNESS

PERMANENT HOUSNG





GLEN P.

12 YEARS OF HOMELESSNESS

EMERGENCY HOUSING/ PERMANENT HOUSING

RETURNED TO STREETS



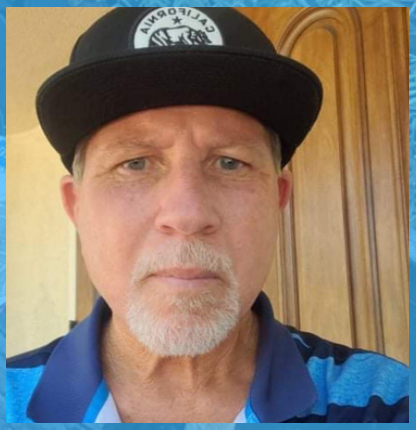


MATTHEW M.

6 YEARS OF HOMELESSNESS

TRANSITIONAL HOUSING





ALBERT G.

3 YEARS OF HOMELESSNESS

SUBSTANCE ABUSE TREATMENT

WILDOMAR SUCCESSES

SOCIAL WORK ACTION GROUP





LISA S.

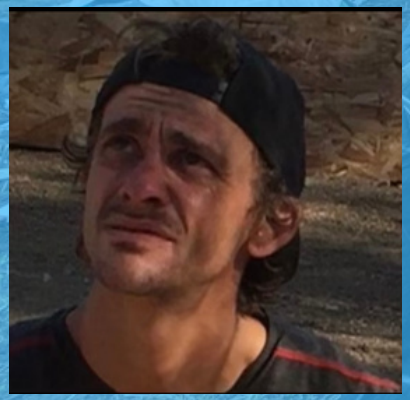
6 YEARS OF HOMELESSNESS
PERMANENT HOUSING
DECEASED, PASSED AWAY IN A HOME, 2022

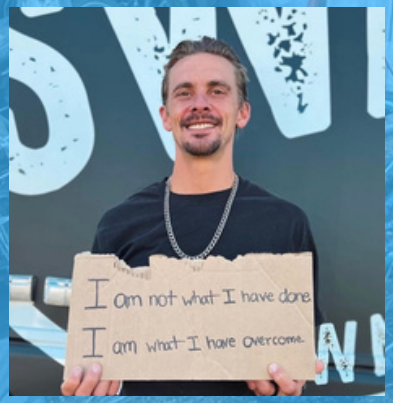




DONALD A.

6 YEARS OF HOMELESSNESS
SUBSTANCE ABUSE TREATMENT

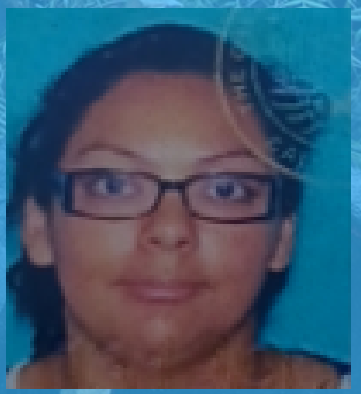




RODNEY W.

11 YEARS OF HOMELESSNESS
TRANSITIONAL HOUSING





MARTHA R.

1 YEAR OF HOMELESSNESS
SUBSTANCE ABUSE TREATMENT

CITY OF WILDOMAR

7/1/2021-9/30/2022

45

TOTAL NUMBER OF CLIENTS SERVED

35

TOTAL STREET EXIT

19

ANCHOR ADMISSIONS

6

PERMANENT HOUSING PLACEMENTS

18

CRISIS STABILIZATION UNITS

9

SUBSTANCE ABUSE TREATMENT

554

CALLS ON BEHALF OF CLIENT

997

NUMBER OF ENGAGEMENTS

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: October 12, 2022

SUBJECT: Reading of Ordinances

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: October 12, 2022

SUBJECT: Minutes- August 10, 2022, Regular Meeting

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Approve minutes as presented.

ATTACHMENTS:
A. Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL - REGULAR MEETING
WEDNESDAY, AUGUST 10, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

CLOSED SESSION: 5:00 PM | REGULAR SESSION 6:00PM

Members in attendance: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg

CALL TO ORDER – CLOSED SESSION - 5:00 P.M.
The closed session meeting was called to order by Mayor Benoit at 5:00 p.m.

ROLL CALL
Councilmember Dustin arrived at 5:02 p.m.

PUBLIC COMMENTS ON CLOSED SESSION
None

CLOSED SESSION

1. The City Council will meet in closed session to hold a conference with its unrepresented employee representative City Manager Dan York regarding labor negotiations with unrepresented employees pursuant to Government Code 54957.6.

2. The City Council will meet in closed session pursuant to the provisions of Government Code Sections 54956.9 (d)(1) and (4) to confer with legal counsel regarding the following matter of pending and potential initiation of litigation: Southern California Edison v. California State Board of Equalization, et al; Orange County Superior Court Case Number: 30-2022-01258109-CU-MC-CJC

RECONVENE INTO OPEN SESSION
The City Council reconvened into an open session with all members present at 6:00 p.m.

ANNOUNCEMENTS
No reportable actions.

ADJOURN CLOSED SESSION
There being no further business, Mayor Benoit adjourned the Closed Session at 6:01 p.m.

CALL TO ORDER – REGULAR SESSION - 6:00 P.M
The regular session meeting was called to order by Mayor Benoit at 6:01 p.m.

ROLL CALL

All members were present.

Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Administrative Analyst Aguilar, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Senior Engineer Farag, Development Manager Stadnik, Community Services Director Torres.

FLAG SALUTE

The flag salute was led by Councilmember Nigg.

PRESENTATIONS

1. Recognition: Bright Business Wildomar's Community Enhancement Project

DEPARTMENT REPORTS

General Plan Update - Progress Report

Planning Director Bassi presented the department report.

Police Department Update

Lt. Mack presented the department report.

Fire Department Update

Captain Eric Sauerwein presented the department report.

Wildomar Library Department Update

Library Manager Sandra Brautigam presented the department report.

PUBLIC COMMENTS

The following individuals provided public comments:

1. Kay Morris
2. Gina Castellon
3. Andrew Morris

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED
There were no changes to the agenda as presented.

1. CONSENT CALENDAR
Moved by Dustin Nigg; seconded by Bridgette Moore to Approve all items on the consent calendar.

Motion Passed: 5 – 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

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

1.2 Minutes-June 8, 2022 Regular Meeting
Approved the minutes as presented.

1.3 Warrant Register July 2022
Approved the warrant, wire transfer, and payroll registers for:

For the fiscal year 2021/2022
1. Warrant Register dated 07-07-2022 in the amount of $67,014.70.
2. Warrant Register dated 07-14-2022 in the amount of $1,020,729.23.
3. Warrant Register dated 07-21-2022 in the amount of $325,571.39.
4. Warrant Register dated 07-28-2022 in the amount of $342,082.52.

For the Fiscal year 2022/2023
1. Warrant Register dated 07-01-2022 in the amount of $243,536.94.
2. Warrant Register dated 07-07-2022 in the amount of $10,755.98.
3. Warrant Register dated 07-14-2022 in the amount of $30,005.34.
4. Warrant Register dated 07-21-2022 in the amount of $38,170.48.
5. Warrant Register dated 07-28-2022 in the amount of $4,508.87.
6. Wire Transfer Register dated 07-31-2022 in the amount of $100,446.27.
7. Payroll Register dated 08-01-2022 in the amount of $272,039.99.

1.4 June 2022 Treasurers Report
Approved the Treasurer's Report for June 2022.

1.5 Road Construction Updates - Public Works/Engineering Department
Received and filed the Road Construction Updates from the Public Works/Engineering Department.

1.6 First Amendment to Agreement with MPS Security for Facilities Security and Patrol Services
Authorized the City Manager to execute the first amendment with MPS Security to provide Facilities Security and Patrol Services for the City of Wildomar.

1.7 First Amendment to Agreement with Commercial Building Management Inc. for Facilities Janitorial Services for the City of Wildomar Parks.

Approved and Authorized the City Manager to execute an Agreement for Service Contract with Commercial Building Management Inc. (CBM Inc.) to provide Facilities Janitorial Services to the City of Wildomar Parks.

1.8 Chavez Office Building Conversion, Grading Agreement, and Stormwater Management/BMP Agreement

Authorized the City Manager to execute the Public Grading Agreement and the BMP Agreement with Ernesto Chavez (Landowner) for the Chavez Office Building Conversion project.

1.9 Tract Map No. 37476 KB Homes Summerhill II Project - Final Map Approval

1. Adopted a Resolution entitled:

RESOLUTION NO. 2022 - 49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 37476 KB HOMES SUMMERHILL II PROJECT

2. Authorized the City Engineer to accept the dedications related to Tract Map No. 37476 and directed the City Clerk to transmit to the County Recorder of the County.

1.10 Parcel Map No. 37523 Baxter Village Residential Project - Final Map Approval

Council Member Morabito abstained due to a conflict of interest because he lives within proximity of the development area.

1. Adopted a Resolution entitled:

RESOLUTION NO. 2022 - 50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP 37523 BAXTER VILLAGE RESIDENTIAL PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT AND LIEN AGREEMENT

2. Authorized the City Engineer to accept the dedications related to Parcel Map No. 37523 and directed the City Clerk to transmit to the County Recorder of the County.

1.11 Measure AA Oversight Advisory Committee Appointments

Reviewed the applications for Committee Membership and appointws Shawn Peukert and Patricia Richardson to the Measure AA Oversight Advisory Committee for a term ending June 2024.

2. PUBLIC HEARINGS

2.1 Zoning Ordinance No. 2022-05 (TUP Code Amendment)

David Horenstein provided public comment in support.

Moved by Bridgette Moore; seconded by Dustin Nigg to Introduce the first reading of an Ordinance entitled

ORDINANCE NO. 222

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION PER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND APPROVING ZONING ORDINANCE AMENDMENT NO. 2022-05 TO AMEND CHAPTER 17.256 AND SECTION 17.172.220 OF THE WILDOMAR MUNICIPAL CODE PERTAINING TO TEMPORARY USE AND TEMPORARY EVENT PERMITS.

Motion Passed: 5- 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

2.2 Zoning Ordinance No. 2022-06 (SB 9 Code Amendment)

Moved by Dustin Nigg; seconded by Bridgette Moore to Introduce the first reading of an Ordinance entitled

ORDINANCE NO. 223

AN ORDINANCE OF THE CITY COUNCIL OF THE OF WILDOMAR, CALIFORNIA AMENDING THE WILDOMAR MUNICIPAL CODE TO ADD A NEW CHAPTER 16.72 TO TITLE 16 (SUBDIVISIONS), A NEW SECTION 17.204.110 TO CHAPTER 17.204 (ACCESSORY DWELLING UNITS), AND A NEW CHAPTER 17.320 TO TITLE 17 (ZONING) FOR THE IMPLEMENTATION OF GOVERNMENT CODE SECTIONS 66411.7 AND 65852.21 (SB 9) RELATED TO URBAN LOT SPLITS AND TWO (2)-UNIT DEVELOPMENTS.

Motion Passed: 5- 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

2.3 5-Year Capital Improvement Program Adoption (FY 22/23 through FY 26/27)

Moved by Dustin Nigg; seconded by Bridgette Moore to adopt the Five-Year Capital Improvement Program Booklet for Fiscal Years 2022/23 through 2026/27.

Motion Passed: 5- 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore,
Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

3. GENERAL BUSINESS

3.1 Santa Rosa Plateau Nature Education Foundation (SRPNEF) Special Event Memorandum of Understanding (MOU)

Councilmember Moore recused herself due to a potential conflict of interest since the executive director of the SRPNEF recently served as a Board Member for Councilmember Moore's non-profit.

Gina Castellon provided public comment in opposition.

Moved by Ben J Benoit; seconded by Dustin Nigg to Authorize the City Manager to sign the MOU with SRPNEF.

Motion Passed: 5- 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Dustin Nigg
Voting Against: None
Abstain: Bridgette Moore
Absent: None

3.2 City Hall Site Selection Discussion

The consensus was to select site locations 2 or 3, with number 4 as a backup, and directed staff to bring back a future agenda item with costs and timelines.

The following individuals provided public comments:

1. Dianna Autumn
2. David Horenstein
3. Gina Castellon

3.3 Business Registration Fee Holiday

Moved by Dustin Nigg; seconded by Bridgette Moore to approve the following:

1. Approve a Business Registration Holiday from September 1, 2022, to August 31, 2023, for both new business registrations and renewals.

2. Approve a budget amendment of $128,600 in the form of a Transfer Out from American Rescue Plan Act (ARPA) funds and $128,600 in the form of a Transfer into the General Fund to cover the loss of city business registration revenues and fees that are normally collected by HDL.

Motion: 5- 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore,
Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

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

Moved by Dustin Nigg; seconded by Ben J Benoit to authorize the City Manager to Ratify Council Member Nigg as the Voting Delegate, Mayor Benoit as one alternate and appointed Council Member Moore as a 2nd alternate for the League of California Cities Annual General Business Meeting.

Motion Passed: 5- 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore,
Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

CITY MANAGER REPORT

City Manager York presented the report.

FUTURE AGENDA ITEMS

Added: Specifications for Little Free Library and other community-donated items - Morabito

ADJOURN THE CITY COUNCIL MEETING

There being no further business Chair Benoit adjourned the meeting at 8:29 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

Approved by:

_____
Ben J. Benoit
Mayor

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: October 12, 2022

SUBJECT: Minutes- August 24, 2022, Special Meeting

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Minutes as presented.

ATTACHMENTS:
A. Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - SPECIAL MEETING
WEDNESDAY, AUGUST 24, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595
SPECIAL SESSION 5:30 PM

CALL TO ORDER – SPECIAL MEETING

The Special Meeting was called to order by Mayor Benoit at 5:30 p.m.

ROLL CALL

Members in attendance: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg,

Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Administrative Analyst Aguilar, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Senior Engineer Farag, Development Manager Stadnik, Community Services Director Torres, and Senior Project Manager Repke.

FLAG SALUTE

Councilmember DePhillippo led the flag salute.

APPROVAL OF THE AGENDA AS PRESENTED

No changes to the agenda.

1. CONSENT CALENDAR

No items scheduled.

2. PUBLIC HEARING

No items scheduled.

3. GENERAL BUSINESS

3.1 General Municipal Election - District 5

Councilmember DePhillippo recused herself due to a potential financial conflict of interest.

Gina Castanon, resident, provided public comment.

Moved by Dustin Nigg; seconded by Bridgette Moore to Adopt a Resolution entitled:

RESOLUTION NO. 2022 - 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2022 IN DISTRICT 5

Motion Passed: 4- 0

Voting For: Ben J Benoit, Joseph Morabito, Bridgette Moore, Dustin Nigg
Voting Against: None
Abstain: Ashlee DePhillippo
Absent: None

ADJOURN THE CITY COUNCIL MEETING

There being no further business, the mayor adjourned the meeting at 5:38 p.m.

Submitted by:	Approved by:
_____	_____
Janet Morales, CMC	Ben J. Benoit
City Clerk	Mayor

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: October 12, 2022

SUBJECT: Warrant Register September 2022

SUBMITTED BY: Robert Howell

PREPARED BY: Nicholas Neidiffer , Accounting Specialist

ACTION:
Approve the following:

For Fiscal Year 2021/2022
1. Warrant Register dated 09-01-2022 in the amount of $75,587.80.
2. Warrant Register dated 09-08-2022 in the amount of $153.57.
3. Warrant Register dated 09-15-2022 in the amount of $24,539.56.
4. Warrant Register dated 09-22-2022 in the amount of $833,999.03.
5. Warrant Register dated 09-29-2022 in the amount of $15,698.80.

For Fiscal Year 2022/2023
1. Warrant Register dated 09-01-2022 in the amount of $150,743.72.
2. Warrant Register dated 09-08-2022 in the amount of $113,793.10.
3. Warrant Register dated 09-15-2022 in the amount of $249,203.23.
4. Warrant Register dated 09-22-2022 in the amount of $446,907.00.
5. Warrant Register dated 09-29-2022 in the amount of $308,353.72.
6. Wire Transfer Register dated 09-30-2022 in the amount of $55,769.74.
7. Payroll Register dated 10-01-2022 in the amount of $207,519.17.

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

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 Budgets.

ATTACHMENTS:

A. Warrant Reg Sept 2022 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215506	9/1/2022	000080 BURKE, WILLIAMS AND SORENSON,, LLF	286974		JUNE 2022 LEGAL FEES	45,508.62
					Total :	**45,508.62**
215507	9/1/2022	001622 COMMERCIAL BUILDING MANAGEMENT,	68886	0000362	WILDOMAR PARK CLEANING SVC FY21/22 AS PE	4,005.00
			68887	0000379	01/01/22-06/30/22 COVID-19 REQUIRED PRES	3,745.00
			68888		APRIL 2022 SUPPLIES JANITORIAL SVC	320.39
			68889		APRIL 2022 CITY HALL DISINFECT - COVID19	1,800.00
			68890		4/9/22 EGGSTRAVAGANZA & TEEN EGG HUNT	80.00
					Total :	**9,950.39**
215508	9/1/2022	000499 INLAND EMPIRE LANDSCAPE INC	28901		MAY 30, 2022 LANDSCAPE MAINTENANCE REPAI	462.02
			28902		MAY 30, 2022 LANDSCAPE MAINTENANCE REPAI	138.45
			38694		MAY 2022 LANDSCAPE MAINTENANCE	3,845.38
			38899		MAY 21, 2022 LANDSCAPE MAINTENANCE REPAI	486.00
			38904		MAY 6, 2022 LANDSCAPE MAINTENANCE REPAIR	299.75
			38920		JUNE 2022 LANDSCAPE MAINTENANCE	5,218.70
			38921		JUNE 2022 LANDSCAPE MAINTENANCE	3,845.38
			38922		JUNE 2022 LANDSCAPE MAINTENANCE CSA 193	512.61
					Total :	**14,808.29**
215509	9/1/2022	001337 MPS SECURITY	2018	0000357	WILDOMAR PARKS PATROL SVC - FY21/22 AS D	1,748.00
			2052	0000357	WILDOMAR PARKS PATROL SVC - FY21/22 AS D	1,586.50
			2178	0000357	WILDOMAR PARKS PATROL SVC - FY21/22 AS D	1,786.00
			2195	0000357	WILDOMAR PARKS PATROL SVC - FY21/22 AS D	200.00
					Total :	**5,320.50**

4 Vouchers for bank code : wf **Bank total :** **75,587.80**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

4 Vouchers in this report Total vouchers : 75,587.80

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215528	9/8/2022	001720 STERICYCLE, INC	8001825597		CONTRACTUAL SHREDDING SERVICE	153.57
					Total :	**153.57**

1 Vouchers for bank code : wf **Bank total :** **153.57**

1 Vouchers in this report **Total vouchers :** **153.57**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215549	9/15/2022	000029 APPLEONE	01-6351672		ADMIN W/E 06/25/22	708.48
					Total :	**708.48**
215550	9/15/2022	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016426		MAY 2022 SLF COSTS FY21/22	968.39
			TL0000016484		JUNE 2022 SLF COSTS FY21/22	824.48
					Total :	**1,792.87**
215551	9/15/2022	000778 PARSONS TRANSPORTATION GRP INC	2209A732		03/26/22-06/30/22 PROF. SVCS AGREEMENT #	20,777.76
					Total :	**20,777.76**
215552	9/15/2022	001262 PEST OPTIONS INC	402385		JUNE 2022 GOPHER CONTROL	500.00
					Total :	**500.00**
215553	9/15/2022	000918 TKE ENGINEERING INC	2022-719A		06/01/22-07/31/22 CONTRACTUAL SVCS	37.50
			2022-721A		04/01/22-07/31/22 CONTRACTUAL SVCS	73.00
			2022-724A		06/01/22-07/31/22 CONTRACTUAL SVCS	36.50
			2022-727A		06/01/22-07/31/22 CONTRACTUAL SVCS	36.50
					Total :	**183.50**
215554	9/15/2022	000131 WESTERN RIVERSIDE COUNTY, RCA	M1233		MSHCP MITIGATION FEES	576.95
					Total :	**576.95**

6 Vouchers for bank code : wf **Bank total :** **24,539.56**

6 Vouchers in this report **Total vouchers :** **24,539.56**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215597	9/22/2022	000088 ACE HARDWARE	306637/3		WINDSONG PARK DEPT SUPPLIES	41.27
					Total :	**41.27**
215598	9/22/2022	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	234858		04/01/22-06/30/22 FIRE PROTECTION SERVIC	824,591.28
			234858CR		04/01/22-06/30/22 FIRE PROTECTION SERVIC	-5,149.16
					Total :	**819,442.12**
215599	9/22/2022	000058 DEPARTMENT OF JUSTICE	600771		MAY 2022 POLICE BLOOD ALCOHOL ANALYSIS -	35.00
					Total :	**35.00**
215600	9/22/2022	001831 YUNEX, LLC	5610280710		APRIL 2022 TRAFFIC SIGNAL MAINTENANCE	1,494.50
			5610280930		MAY 2022 TRAFFIC SIGNAL MAINTENANCE	1,494.50
			5610281127		JUNE 2022 TRAFFIC SIGNAL MAINTENANCE	1,494.50
			5620039534		APRIL 2022 TRAFFIC SIGNAL RESPONSE CALL	2,281.42
			5620039983		MAY 2022 KEVIN & PRIELIPP STL POLE KD	1,901.32
			5620040225		MAY 2022 TRAFFIC SIGNAL RESPONSE CALL OU	2,155.56
			5620040340		JUNE 2022 WILDOMAR TRAIL & DOHENY - STL	2,420.84
			5620040458		JUNE 2022 TRAFFIC SIGNAL RESPONSE CALL O	1,238.00
					Total :	**14,480.64**

4 Vouchers for bank code : wf **Bank total :** **833,999.03**

4 Vouchers in this report **Total vouchers :** **833,999.03**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215662	9/29/2022	000918 TKE ENGINEERING INC	2021-1161		11/01/21-12/31/21 CONTRACTUAL SVCS	650.00
					Total :	**650.00**

1 Vouchers for bank code : wf **Bank total :** **650.00**

1 Vouchers in this report **Total vouchers :** **650.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215629	9/29/2022	001721 BAGGIO, TINA	62722		UNIFORM (BOOT REIMBURSEMENT)	39.14
					Total :	**39.14**
215630	9/29/2022	001835 MUNISERVICES OR, AVENUE HOLDINGS	INV06-014960		SALES & USE TAX REPORT SYST SUTA SVC FOR	9,755.99
			INV06-014961		SALES & USE TAX REPORT SYST SUTA DIST.SV	8.34
					Total :	**9,764.33**
215631	9/29/2022	001683 PARKER, JOHN	53122		REIMBURSE - BOOTS	50.83
					Total :	**50.83**
215632	9/29/2022	000918 TKE ENGINEERING INC	2021-1039		09/01/21-10/31/21 CONTRACTUAL SVCS	686.50
			2022-19		01/01/22-01/31/22 CONTRACTUAL SVCS	2,904.00
			2022-492		05/01/22-05/31/22 CONTRACTUAL SVCS	1,604.00
					Total :	**5,194.50**

4 Vouchers for bank code : wf **Bank total :** **15,048.80**

4 Vouchers in this report **Total vouchers :** **15,048.80**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215510	9/1/2022	000031 AFLAC, REMITTANCE PROCESSING, CEN	457356		AUGUST 2022 MEDICAL INSURANCE BENEFIT	1,709.45
					Total :	**1,709.45**
215511	9/1/2022	000135 AMAZON MARKETPLACE	82322		BALL FIELDS, FENCE SCREENS	978.64
					Total :	**978.64**
215512	9/1/2022	000029 APPLEONE	01-6404727		ADMIN W/E 08/20/22	708.48
					Total :	**708.48**
215513	9/1/2022	000760 ARMADA ADMINISTRATORS	186234		SEPT 2022 PREMIUM	3,749.00
					Total :	**3,749.00**
215514	9/1/2022	001185 CORONA CLAY	13794		BALL FIELDS- FIELD MATERIALS	859.38
					Total :	**859.38**
215515	9/1/2022	000022 EDISON	081722-7633		07/19/22-08/16/22 ELECTRIC - 32975 WILLO	78.48
			80122-4293		07/01/22-07/31/22 ELECTRIC	5,472.55
			81222-8408		07/14/22-08/11/22 ELECTRIC - 35711 CAPIS	19.14
			81522-3047		07/15/22-08/14/22 ELECTRIC - 34311 MISSI	86.66
			81522-3243		07/15/22-08/14/22 ELECTRIC - 31818 CENTR	28.09
			81522-3950		07/15/22-08/14/22 ELECTRIC - 34311 MISSI	25.64
			81522-5361		07/15/22-08/14/22 ELECTRIC - 31818 CENTR	80.60
			81522-7372		07/15/22-08/14/22 ELECTRIC - 24211 CLINT	71.41
			81522-8688		07/15/22-08/15/22 ELECTRIC - 21458 GRAND	78.51
			81722-3767		07/19/22-08/16/22 ELECTRIC - 31160 CLINT	12.16
			81722-5249		07/19/22-08/16/22 ELECTRIC - 32975 WILLO	27.03
			81822-7151		07/14/22-08/14/22 ELECTRIC	11,108.50
			82622-6091		07/28/22-08/25/22 ELECTRIC 21347 COMO (L	110.90
			82622-7258		07/28/22-08/25/22 ELECTRIC 21400 PALOMAR	259.16
			82622-9129		07/28/22-08/25/22 ELECTRIC MALAGA & FS61	1,277.39
					Total :	**18,736.22**
215516	9/1/2022	001747 FARAG, JASON	82922		08/13/22-08/26/22 REIMBURSE MILEAGE	31.69
					Total :	**31.69**
215517	9/1/2022	000941 FRONTIER	82222		8/22/22-09/21/22 FIOS INTERNET CHARGES	175.98

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215517	9/1/2022	000941 000941 FRONTIER	(Continued)		**Total :**	**175.98**
215518	9/1/2022	000685 GREAT AMERICA FINANCIAL SERVIC	32258367		CANON COLOR COPIER SYST. #007-1765784	242.52
					Total :	**242.52**
215519	9/1/2022	001153 INTELLI-TECH	15033		CRADLEPOINT ROUTER FOR WINDSONG PARK	1,117.95
					Total :	**1,117.95**
215520	9/1/2022	001640 JAMES MCMINN INC	82322		BUNDY CYN RD WIDE CIP 026-1 PROG PAY #18	117,695.29
					Total :	**117,695.29**
215521	9/1/2022	001732 ROSALES, ANNELLE	82622		08/13/22-08/26/22 MILEAGE REIMBURSEMENT	9.19
					Total :	**9.19**
215522	9/1/2022	001167 RRM DESIGN GROUP	1064-01-722		PROF SVCS - 27 ACRE PARK CIP 062-1	4,306.50
					Total :	**4,306.50**
215523	9/1/2022	000790 SPARKLETTS	82022		CITY HALL DRINKING WATER THROUGH 8/15/22	243.99
					Total :	**243.99**
215524	9/1/2022	000094 STAUFFERS LAWN EQUIPMENT	296271		BALL FIELDS, FIELDS MATERIAL	179.44
					Total :	**179.44**

15 Vouchers for bank code : wf **Bank total :** **150,743.72**

15 Vouchers in this report **Total vouchers :** **150,743.72**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215529	9/8/2022	001692 AMAZON CAPITAL SERVICES	1LIF-QRWK-YPPQ		DESK SUPPLIES & 2 OFFICE CHAIRS	362.29
			1TY4-KTRT-DFNT		SOULION COMPUTER SPEAKERS,USB POWERED	80.13
			82322		BALL FIELDS, FENCE SCREENS	978.64
					Total :	**1,421.06**
215530	9/8/2022	000029 APPLEONE	01-6411126		ADMIN W/E 08/27/22	708.48
					Total :	**708.48**
215531	9/8/2022	000034 BIO-TOX LABORATORIES	43209		RC SHERIFF - LAB SERVICES	151.60
			43210		RC SHERIFF - LAB SERVICES	1,000.41
			43262		RC SHERIFF - LAB SERVICES	51.55
					Total :	**1,203.56**
215532	9/8/2022	001330 BMW MOTORCYCLES OF RIVERSIDE	6030926/1		BMW MOTORCYCLE MAINTENANCE - SHERIFF	1,728.37
					Total :	**1,728.37**
215533	9/8/2022	001580 CCMF	3095		07/01/22-06/30/23 GENERAL MEMBERSHIP - C	400.00
					Total :	**400.00**
215534	9/8/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11864291		07/09/22-08/09/22 WATER ZONE 52 LOC 01	158.96
			11864347		07/09/22-08/09/22 WATER ZONE 29 LOC 02	49.52
			11864630		07/09/22-08/09/22 WATER ZONE 71 LOC 01	286.23
			11864829		07/09/22-08/09/22 WATER 32637 GRUWELL -	106.98
			11864910		07/09/22-08/09/22 WATER MARNA OBRIEN	8,260.77
			11869582		07/12/22-08/12/22 WATER ZONE 3 LOC 7 M1	83.55
			11869595		07/12/22-08/12/22 WATER HERITAGE PARK (A	189.24
			11872822		07/13/22-08/13/22 WATER ZONE 3 LOC 25 M1	1,066.76
			11872823		07/13/22-08/13/22 WATER ZONE 3 LOC 25 M2	1,658.55
			11874595		07/13/22-08/13/22 WATER ZONE 3 LOC 24 M1	1,141.83
			11875759		07/13/22-08/13/22 WATER CFD 2013-1 ZONE	282.15
					Total :	**13,284.54**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215535	9/8/2022	001222 FOBRO CONSULTING LLC	142	0000422	CONSULTING SERVICES FOR HOMELESS PROGRAM	6,380.00
					Total :	**6,380.00**
215536	9/8/2022	001728 FORENSIC NURSES OF SOCAL, INC.	1961		POLICE DEPT- SEXUAL ASSALT EXAM-SART 082	1,200.00
			1963		POLICE DEPT- DOMESTIC VIOLENCE FORENSIC	800.00
					Total :	**2,000.00**
215537	9/8/2022	001783 HR DYNAMICS & PERFORMANCE	82522	0000421	HUMAN RESOURCES CONSULTING SERVICE - CLA	7,968.75
					Total :	**7,968.75**
215538	9/8/2022	000016 INNOVATIVE DOCUMENT SOLUTIONS	243340		08/01/22-08/31/22 CONTRACT COPIER SERVIC	1,138.21
					Total :	**1,138.21**
215539	9/8/2022	001823 KJ'S HEATING & AIR	3919		A/C REPAIR AT FS61	265.00
					Total :	**265.00**
215540	9/8/2022	000113 LEAGUE OF CALIFORNIA CITIES	2598		RIV.CNTY. DIV. MEETING 07/11/22 -COUNCIL	180.00
					Total :	**180.00**
215541	9/8/2022	001046 MUNICIPAL CONSULTING SERVICES, LLC	83122		08/01/22-08/31/22 PROJECT CONSULTANT	2,832.50
					Total :	**2,832.50**
215542	9/8/2022	001210 MURRIETA/WILDOMAR CHAMBER, OF CC	40891		MURRIETA STATE OF THE CITY	140.00
					Total :	**140.00**
215543	9/8/2022	000185 PITNEY BOWES	1021407170		POSTAGE METER RENTAL 09/16/22-12/15/22	97.88
					Total :	**97.88**
215544	9/8/2022	001107 PLACEWORKS	79230		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	50.00
			79231		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	47.50
			79232		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	1,843.75
			79233		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	47.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215544	9/8/2022	001107 PLACEWORKS	(Continued)			
			79236		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	47.50
			79237		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	63.00
			79238		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	1,386.00
			79239		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	126.00
			79240		JULY 2022 CONTRACTUAL SVCS - PROJECT REL	617.50
			79306		JULY 2022 CONTRACTUAL SVCS - GP UPDATE/E	49,878.91
					Total :	**54,107.66**
215545	9/8/2022	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11549448-3		PUBLIC NOTICE - CFD 2022-1	1,890.72
					Total :	**1,890.72**
215546	9/8/2022	001021 SPICER CONSULTING GROUP	1096		FY 22/23 ANNUAL ADMIN LLMD89-1-C/CSA 22/	2,791.67
			1106		CFD 2022-1 FORMATION VERANO	5,000.00
			1107		CFD 2022-3 FORMATION VERANO	10,000.00
					Total :	**17,791.67**
215547	9/8/2022	001720 STERICYCLE, INC	8002020454		CONTRACTUAL SHREDDING SERVICE	154.70
					Total :	**154.70**
215548	9/8/2022	001090 T-MOBILE USA INC	9505569271		CASE INVESTIGATION WI222110052	100.00
					Total :	**100.00**

20 Vouchers for bank code : wf **Bank total :** **113,793.10**

20 Vouchers in this report **Total vouchers :** **113,793.10**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215562	9/15/2022	000029 APPLEONE	01-6419512		ADMIN W/E 09/03/22	708.48
					Total :	**708.48**
215563	9/15/2022	001002 ARCHITERRA DESIGN GROUP	30002		07/25/22-08/24/22 SI COORDINATION	187.50
			30003		07/25/22-08/24/22 PLAN CHECK - 3RD PC-PF	125.00
			30004		07/25/22-08/24/22 PLAN CHECK-3RD PC RESU	156.25
			30005		07/25/22-08/24/22 PLAN CHECK-2ND PC-ROAD	1,218.75
			30006		07/25/22-08/24/22 PLAN CHECK- 2ND PC	93.75
			30007		07/25/22-08/24/22 PLAN CHECK SVC - 2ND P	156.25
			30008		07/20/22-08/24/22 PLAN CHECK - 1ST PC	281.25
			30009		07/20/22-08/24/22 PLAN CHECK - 1ST PC	687.50
					Total :	**2,906.25**
215564	9/15/2022	000785 CORELOGIC SOLUTIONS, LLC	82145448		AUGUST 2022 CODE ENFORCEMENT SOFTWARE	187.50
					Total :	**187.50**
215565	9/15/2022	001185 CORONA CLAY	13806		FACILITY MATERIAL MARNA' OBRIEN	1,484.69
					Total :	**1,484.69**
215566	9/15/2022	000002 CRYSTAL CLEAN MAINTENANCE	903M		JANITORIAL SERVICES - CITY HALL SEPTEMBE	3,214.75
					Total :	**3,214.75**
215567	9/15/2022	000977 DIAMOND ENVIRONMENTAL SERVICES	82422		MARIACHI NIGHT EVENT 9/17/22 -TEMPORARY	1,301.40
					Total :	**1,301.40**
215568	9/15/2022	000022 EDISON	90122-0828		08/01/22-08/31/22 ELECTRIC WILDOMAR CITY	145.02
			90122-0962		08/01/22-08/31/22 ELECTRIC CFD 2013-001	215.01
			90122-1757		08/01/22-08/31/22 ELECTRIC CFD 2013-001	56.61
			90122-4293		08/01/22-08/31/22 ELECTRIC	5,407.36
			90122-4487		08/01/22-08/31/22 ELECTRIC - 20505 PALOM	46.92
			90122-4610		08/01/22-08/31/22 ELECTRIC - CFD 2013-00	115.08
			90122-4845		08/01/22-08/31/22 ELECTRIC - CFD ZONE 2	58.08
			90122-7481		07/14/22-08/31/22 ELECTRIC	425.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215568	9/15/2022	000022 EDISON	(Continued)			
			90122-7504		08/01/22-08/31/22 ELECTRIC - CFD 2013-1	42.14
			90122-7694		08/01/22-08/31/22 ELECTRIC - CFD ZONE 3	197.56
			90122-8975		08/01/22-08/31/22 ELECTRIC - CFD ZONE 3	116.17
			90122-9127		08/01/22-08/31/22 ELECTRIC - CFD 2013-00	147.20
					Total :	**6,973.12**
215569	9/15/2022	001266 ENVIRONMENTAL SYSTEMS RESEARCH	94299021		ARCGIS ONLINE GIS/CREATOR/FIELD/VIEWER R	3,700.00
					Total :	**3,700.00**
215570	9/15/2022	001747 FARAG, JASON	9922		08/27/22-09/09/22 REIMBURSEMENT MILEAGE	31.88
					Total :	**31.88**
215571	9/15/2022	000342 FENCE MASTERS	2202517		MISC REPAIRS AT REGENCY HERITAGE FENCE R	945.00
					Total :	**945.00**
215572	9/15/2022	001665 FUN SERVICES	231523		MARIACHI NIGHT 9/17/22-FACE PAINTER, BAL	2,100.00
					Total :	**2,100.00**
215573	9/15/2022	001743 GOPHER SQUAD	2207-23	0000377	GOPHER CONTROL AT BASEBALL FIELDS 01/01/	260.00
			2209-16	0000377	GOPHER CONTROL AT BASEBALL FIELDS 01/01/	260.00
					Total :	**520.00**
215574	9/15/2022	000685 GREAT AMERICA FINANCIAL SERVIC	32308028		CANON COLOR COPIER SYST. #014-1780554	214.24
					Total :	**214.24**
215575	9/15/2022	000634 HEYDAY RECORDS AND EVENTS	81822		MARIACHI NIGHT 9/17/22 - STAGE, LIGHTS,	4,070.00
					Total :	**4,070.00**
215576	9/15/2022	001666 INFINITY TECHNOLOGIES	792	0000415	GIS CONTRACTUAL SERVICES $2000/MONTH	2,200.00
			815	0000414	INFORMATION TECHNOLOGY SUPPORT SERVICES	8,379.66
					Total :	**10,579.66**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215577	9/15/2022	000304 JOE A. GONSALVES & SON	160042	0000423	JULY 2022 PROF. CONTRACTUAL LEGISLATIVE	3,000.00
			160115	0000423	FY 22/23 PROFESSIONAL CONTRACTUAL LEGISL	3,000.00
					Total :	**6,000.00**
215578	9/15/2022	000647 JOLLY JUMPS	91722		MARIACHI NIGHT 9/17/22- INFLATABLE ATTRA	2,930.00
					Total :	**2,930.00**
215579	9/15/2022	000836 KOA CORPORATION	JB93120-23		PROF SVCS 08/29/22-09/25/22 WILDOMAR SSA	5,262.00
					Total :	**5,262.00**
215580	9/15/2022	001398 LUNA, CAMERON	91222		08/27/22-09/09/22 MILEAGE REIMBURSEMENT	30.00
					Total :	**30.00**
215581	9/15/2022	001337 MPS SECURITY	2226	0000425	PARKS PATROL AMEND TO AGREEMENT TO EXTEN	1,995.00
			2261	0000425	PARKS PATROL AMEND TO AGREEMENT TO EXTEN	1,928.50
			2299	0000425	PARKS PATROL AMEND TO AGREEMENT TO EXTEN	1,947.50
			2329	0000425	PARKS PATROL AMEND TO AGREEMENT TO EXTEN	1,738.50
					Total :	**7,609.50**
215582	9/15/2022	001826 PARTY MEXICAN STYLE	8222		MARIACHI NIGHT 9/17/22- LIVE MARIACHI BA	850.00
					Total :	**850.00**
215583	9/15/2022	001713 PBK GOLF SERVICES, LLC	4272		CHAMPIONSHIP SCRAMBLE - CITY ENTRY FEE	340.00
					Total :	**340.00**
215584	9/15/2022	001262 PEST OPTIONS INC	405671		JULY 2022 GOPHER CONTROL	500.00
			406634		AUGUST 2022 GOPHER CONTROL	500.00
					Total :	**1,000.00**
215585	9/15/2022	000042 PV MAINTENANCE, INC.	005-258		CITYWIDE MAINT. CONTRACTUAL SERVICES - A	79,803.65

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215585	9/15/2022	000042 000042 PV MAINTENANCE, INC.	(Continued)		**Total :**	**79,803.65**
215586	9/15/2022	001828 QUICK CRETE PRODUCTS CORP.	126046		2 STEEL FUNNEL LID WITH SECURITY CABLE	599.22
					Total :	**599.22**
215587	9/15/2022	001732 ROSALES, ANNELLE	91222		08/27/22-09/09/22 MILEAGE REIMBURSEMENT	6.00
					Total :	**6.00**
215588	9/15/2022	001101 SIGNS BY TOMORROW	28992		5 BANNER	818.56
			29117		4 CORO- 4MM SP AND 1 BANNER	757.40
			29134		2 BANNER	307.02
			29170		PARK RULES REGULATIONS SIGN	574.44
			29181		PARK ADDRESS SIGNS	52.55
					Total :	**2,509.97**
215589	9/15/2022	001021 SPICER CONSULTING GROUP	1121		FY 22/23 ANNUAL ADMIN LLMD89-1-C/CSA 22/	2,791.67
					Total :	**2,791.67**
215590	9/15/2022	001243 THRILLOGY ENTERPRISES, LLC	AR220917-570		TAPSNAP PHOTO BOOTH - MARIACHI NIGHT 9/1	1,000.00
					Total :	**1,000.00**
215591	9/15/2022	000918 TKE ENGINEERING INC	2022-717		07/01/22-07/31/22 CONTRACTUAL SERVICES	1,717.00
			2022-718		07/01/22-07/31/22 CONTRACTUAL SERVICES	773.00
			2022-719B		06/01/22-07/31/22 CONTRACTUAL SERVICES	567.00
			2022-720		07/01/22-07/31/22 CONTRACTUAL SERVICES	325.00
			2022-721B		04/01/22-07/31/22 CONTRACTUAL SERVICES	785.50
			2022-722		07/01/22-07/31/22 CONTRACTUAL SERVICES	260.00
			2022-723		06/01/22-07/31/22 CONTRACTUAL SERVICES	2,353.50
			2022-724B		06/01/22-07/31/22 CONTRACTUAL SERVICES	650.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215591	9/15/2022	000918 TKE ENGINEERING INC	(Continued)			
			2022-725		06/01/22-07/31/22 CONTRACTUAL SERVICES	195.00
			2022-726		07/01/22-07/31/22 CONTRACTUAL SERVICES	520.00
			2022-727B		06/01/22-07/31/22 CONTRACTUAL SERVICES	1,336.50
			2022-728		07/01/22-07/31/22 CONTRACTUAL SERVICES	325.00
			2022-729		02/01/22-07/31/22 CONTRACTUAL SERVICES	715.00
			2022-730		07/01/22-07/31/22 CONTRACTUAL SERVICES	455.00
			2022-731		07/01/22-07/31/22 CONTRACTUAL SERVICES	325.00
			2022-732		03/01/22-07/31/22 CONTRACTUAL SERVICES	65.00
					Total :	**11,367.50**
215592	9/15/2022	000437 VERIZON WIRELESS	9914068961		08/23/22-09/22/22 DATA INTERNET CHARGE	858.83
			9914068962		08/23/22-09/22/22 DATA INTERNET CHARGE	76.02
					Total :	**934.85**
215593	9/15/2022	000564 WASTE MANAGEMENT	91422		FY 21/22 ACCRUAL DELQ. TRASH TAX ROLL LI	86,756.95
					Total :	**86,756.95**
215594	9/15/2022	001827 WEBSTER, JAMES	90122		REFUND OF UNUSED DEPOSIT #18-0175	206.98
					Total :	**206.98**
215595	9/15/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (	80122		VIDEO HOSTING SOFTWARE	250.00
					Total :	**250.00**
215596	9/15/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (	72622		NEWSPAPER MEMBERSHIP	5.99
			80322		NEWSPAPER MEMBERSHIP	11.98
					Total :	**17.97**

35 Vouchers for bank code : wf **Bank total :** **249,203.23**

35 Vouchers in this report **Total vouchers :** **249,203.23**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215601	9/22/2022	000031 AFLAC, REMITTANCE PROCESSING, CEN	827472		SEPT 2022 MEDICAL INSURANCE BENEFIT	1,709.45
					Total :	**1,709.45**
215602	9/22/2022	001692 AMAZON CAPITAL SERVICES	1MYX-WF9G-N7NW		CITY CLERK DEPARTMENT SUPPLIES	29.23
					Total :	**29.23**
215603	9/22/2022	000029 APPLEONE	01-6423970		ADMIN W/E 9/10/22	708.48
					Total :	**708.48**
215604	9/22/2022	001748 CALIFORNIA CONSULTING, INC.	5379	0000412	GRANT WRITING SERVICES FY22/23	4,850.00
					Total :	**4,850.00**
215605	9/22/2022	001761 CHARTER COMMUNICATIONS	2318090822		CABLE THROUGH 10/07/22-FS61	5.34
					Total :	**5.34**
215606	9/22/2022	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000000506		MONTHLY RADIO COMMUNICATIONS	155.34
					Total :	**155.34**
215607	9/22/2022	000011 CR&R INC.	3003		08/01/22-08/31/22 STREET & BIKE LANE SWE	603.08
			351329		8/12/22, 8/17/22 & 8/31/22 40YD DUMP & E	1,964.12
			351352		09/01/22 3YD BOX, 90G RECYCLE - BASEBALL	248.31
			351409		09/01/22 3YD BOX, 90G RECYCLE 60 GL GRN	287.58
					Total :	**3,103.09**
215608	9/22/2022	000037 DATA TICKET, INC.	140868		JULY 2022 ONLINE/SSN CITATION PROCESSING	377.93
			141615		JULY 2022 DAILY CITE PROCESSING	817.46
					Total :	**1,195.39**
215609	9/22/2022	000058 DEPARTMENT OF JUSTICE	606972		AUGUST 2022 POLICE BLOOD ALCOHOL ANALYSI	140.00
					Total :	**140.00**
215610	9/22/2022	001769 DEPHILLIPPO, ASHLEE	92022		REIMBURSEMENT OF CANDIDATE STATEMENT DUE	500.00
					Total :	**500.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215611	9/22/2022	000027 DIRECT TV	082317220X220913		9/12/22-10/11/22 CABLE SERVICES - CITY H	153.99
					Total :	**153.99**
215612	9/22/2022	000022 EDISON	91322-3123		08/12/22-09/12/22 ELECTRIC 23873 CLINTON	303.29
			91322-3487		08/12/22-09/12/22 ELECTRIC 23873 CLINTON	367.80
			91322-7255		08/12/22-09/12/22 ELECTRIC 23873 CLINTON	311.99
			91322-8408		08/12/22-09/12/22 ELECTRIC 35711 CAPISTR	20.90
			91422-3047		08/15/22-09/13/22 ELECTRIC 34311 MISSION	85.29
			91422-3243		08/15/22-09/13/22 ELECTRIC 31818 CENTRAL	29.05
			91422-3950		08/15/22-09/13/22 ELECTRIC 34311 MISSION	26.29
			91422-5361		08/15/22-09/13/22 ELECTRIC 31818 CENTRAL	78.80
			91422-7372		08/15/22-09/13/22 ELECTRIC 24211 CLINTON	70.24
			91422-8688		08/15/22-09/13/22 ELECTRIC 21458 GRAND A	77.13
			91622-3767		08/17/22-09/15/22 ELECTRIC 31160 CLINTON	12.16
			91622-5249		08/17/22-09/15/22 ELECTRIC 32975 WILLOW	27.56
			91622-7633		08/17/22-09/15/22 ELECTRIC 32975 WILLOW	81.31
					Total :	**1,491.81**
215613	9/22/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11879492		07/19/22-08/19/22 WATER ZONE 3 LOC 23 M1	264.81
			11879702		07/19/22-08/19/22 WATER ZONE 30 LOC 2	62.84
			11879742		07/19/22-08/19/22 WATER ZONE 3 LOC 49 M1	107.12
			11879995		07/19/22-08/19/22 WATER ZONE 51 LOC 1	197.82
			11880159		07/19/22-08/19/22 WATER BASEBALL FIELD	490.01
			11880199		07/19/22-08/19/22 WATER WINDSONG PARK	812.70
			11880706		07/19/22-08/19/22 WATER ZONE 3 LOC 29 M1	811.57
			11880784		07/19/22-08/19/22 WATER ZONE 3 LOC 29 M2	250.30
			11880786		07/19/22-08/19/22 WATER ZONE 30 LOC 1	258.41
			11880886		07/19/22-08/19/22 WATER ZONE 3 LOC 42 &	294.58
			11881283		07/19/22-08/19/22 WATER 22450 1/2 CERVER	291.10
			11881525		07/19/22-08/19/22 WATER 22450 CERVERA	219.47

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Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
215613	9/22/2022	000012	ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)				
				11882619		07/19/22-08/19/22 WATER ZONE 62 - 22933		221.51
				11882706		07/19/22-08/19/22 WATER ZONE 67 - ARNNET		99.72
				11883347		07/20/22-08/20/22 WATER ZONE 3 LOC 35 M1		645.66
							Total :	**5,027.62**
215614	9/22/2022	000941	FRONTIER	90122A		09/01/22-09/30/22 OFFICE TELEPHONE CHARG		417.44
				90122B		09/01/22-09/30/22 OFFICE TELEPHONE CHARG		53.53
							Total :	**470.97**
215615	9/22/2022	000876	GATES SOUND	22-1210		COUNCIL CHAMBER IT UPGRADES		180.00
							Total :	**180.00**
215616	9/22/2022	000685	GREAT AMERICA FINANCIAL SERVIC	32400162		CANON COLOR COPIER SYST. #015-1472515		437.28
				32404450		CANON COLOR COPIER SYST. #016-1585799		281.81
							Total :	**719.09**
215617	9/22/2022	000194	HDL COREN AND CONE	SIN021420		2021-22 PROPERTY TAX AUDIT SERVICES		117.96
							Total :	**117.96**
215618	9/22/2022	001530	LOGO JOE'S	34855		CITY COUNCIL SHIRTS		86.06
							Total :	**86.06**
215619	9/22/2022	000186	RIGHTWAY	312479		09/15/22-10/12/22 - PORTA/WASHSTN-WINDSO		723.50
							Total :	**723.50**
215620	9/22/2022	000047	RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000041708		CONTRACT LAW ENFORCEMENT THROUGH 07/27/2		419,472.74
							Total :	**419,472.74**
215621	9/22/2022	000991	ROSE CITY LABEL	156706		WILDOMAR POLICE BADGE LABELS (4000)		246.00
							Total :	**246.00**
215622	9/22/2022	001393	SOCALGAS	91322		08/10/22-09/09/22 GAS- FIRE DEPT 32637 G		53.54

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215622	9/22/2022	001393 001393 SOCALGAS	(Continued)		**Total :**	**53.54**
215623	9/22/2022	001624 STENO SOLUTIONS	43600		08/01/22-08/31/22 TRANSCRIPTION	19.98
					Total :	**19.98**
215624	9/22/2022	000987 TEAMAN, RAMIREZ & SMITH INC, (TRS)	110633		CITY AUDIT SVC THROUGH 08/31/22 FY20-21	2,350.00
					Total :	**2,350.00**
215625	9/22/2022	001505 THE ENDEAVOR PRODUCTION, GROUP	1032		AUGUST 2022 MAYOR'S MINUTE	500.00
					Total :	**500.00**
215626	9/22/2022	001831 YUNEX, LLC	5610281515		JULY 2022 TRAFFIC SIGNAL MAINTENANCE	1,494.50
			5620040752		JULY 2022 TRAFFIC SIGNAL RESPONSE CALL O	1,402.92
					Total :	**2,897.42**

26 Vouchers for bank code : wf **Bank total :** **446,907.00**

26 Vouchers in this report **Total vouchers :** **446,907.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215663	9/29/2022	001258 SUNBELT RENTALS, INC.	127928168		EQUIPMENT RENTAL FOR CITY BIRTHDAY AT MA	327.28
					Total :	**327.28**

1 Vouchers for bank code : wf **Bank total :** **327.28**

1 Vouchers in this report **Total vouchers :** **327.28**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215633	9/29/2022	000029 APPLEONE	01-6431334		ADMIN W/E 09/17/22	708.48
					Total :	**708.48**
215634	9/29/2022	001622 COMMERCIAL BUILDING MANAGEMENT,	69104	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	4,385.00
			69105	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	88.01
			69169	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	4,205.00
			69170	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	207.35
					Total :	**8,885.36**
215635	9/29/2022	001185 CORONA CLAY	13780		FACILITY MATERIAL - BASEBALL FIELD	750.63
					Total :	**750.63**
215636	9/29/2022	001694 COSTAR REALTY INFORMATION INC	120123661		SEPT 2022 CONTRACTUAL SVCS	796.00
					Total :	**796.00**
215637	9/29/2022	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016497		JULY 2022 SLF COSTS FY22-23	266.23
					Total :	**266.23**
215638	9/29/2022	001338 DEANZA TERMITE & PEST CONTROL, INC	613156A		PEST CONTROL MARNA (09/21/22)	25.00
					Total :	**25.00**
215639	9/29/2022	000022 EDISON	92022-2458		07/12/22-08/28/22 ELECTRIC	410.71
			92022-7151		08/12/22-09/18/22 ELECTRIC	9,304.78
			92722-6091		08/26/22-09/26/22 ELECTRIC 21347 COMO (L	110.90
			92722-7258		08/26/22-09/26/22 ELECTRIC 21400 PALOMAR	259.16
			92722-9129		08/22/22-09/26/22 ELECTRIC	1,324.54
					Total :	**11,410.09**
215640	9/29/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11876585		05/18/22-08/16/22 WATER ZONE 42 LOC 01 M	1,449.75
			11876836		05/18/22-08/16/22 WATER ZONE 42 LOC 03 M	764.75
			11876837		05/18/22-08/16/22 WATER ZONE 42 LOC 02 M	1,193.94

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215640	9/29/2022	000012 000012 ELSINORE VALLEY MUNICIPAL, WATER [(Continued)			**Total :**	**3,408.44**
215641	9/29/2022	001747 FARAG, JASON	92622		9/10/22-9/26/22 REIMBURSE MILEAGE	25.00
					Total :	**25.00**
215642	9/29/2022	001325 GEOCON WEST, INC.	722080425	0000400	FAULT HAZARD PEER REVIEW FOR PROPOSED GA	703.00
					Total :	**703.00**
215643	9/29/2022	000685 GREAT AMERICA FINANCIAL SERVIC	32460630		CANON COLOR COPIER SYST. #007-1765784	247.70
					Total :	**247.70**
215644	9/29/2022	000499 INLAND EMPIRE LANDSCAPE INC	39275		JULY 2022 LANDSCAPE MAINTENANCE - ZONE	5,218.70
			39276		JULY 2022 LANDSCAPE MAINTENANCE	3,845.38
			39277		JULY 2022 LANDSCAPE MAINTENANCE - CSA 10	512.61
			39278		JULY 2022 LANDSCAPE MAINTENANCE	6,028.00
					Total :	**15,604.69**
215645	9/29/2022	000072 INTERWEST CONSULTING GROUP	80926		JULY 2022 CONTRACTUAL SVC - CIP	51,614.25
			80948		JULY 2022 CONTRACTUAL SVC	84,146.38
					Total :	**135,760.63**
215646	9/29/2022	001652 MARK THOMAS & COMPANY INC.	44772	0000327	DESIGN PROFESSIONAL SERVICES AS PER SERV	14,738.64
					Total :	**14,738.64**
215647	9/29/2022	000913 NATIONAL NOTARY ASSOCIATION	92622		ANNUAL MEMBERSHIP #160310833	69.00
					Total :	**69.00**
215648	9/29/2022	001004 PECHANGA BAND OF LUISENO, MISSION	17741		CONTRACTUAL SVC AUG 2022	3,037.50
					Total :	**3,037.50**
215649	9/29/2022	001262 PEST OPTIONS INC	408743		GOPHER CONTROL - WINDSONG & MARNA OBRIEN	500.00
					Total :	**500.00**
215650	9/29/2022	001107 PLACEWORKS	79525		AUGUST 2022 CONTRACTUAL SVC - GP UPDATE/	40,184.18

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215650	9/29/2022	001107 PLACEWORKS	(Continued)			
			79550		AUGUST 2022 CONTRACTUAL SVC - PROJECT RE	1,098.50
			79551		AUGUST 2022 CONTRACTUAL SVC - PROJECT RE	376.00
			79552		AUGUST 2022 CONTRACTUAL SVC - PROJECT RE	4,052.81
			79553		AUGUST 2022 CONTRACTUAL SVC - PROJECT RE	1,694.00
			79554		AUGUST 2022 CONTRACTUAL SVC - PROJECT RE	950.00
			79555		AUGUST 2022 CONTRACTUAL SVC - PROJECT RE	136.10
			79571		AUGUST 2022 CONTRACTUAL SVC - ZONE CONSI	747.50
					Total :	**49,239.09**
215651	9/29/2022	000186 RIGHTWAY	305650		REPAIR LABOR & EXCHANGE	163.93
			312773		FS61 SEPTIC	310.00
					Total :	**473.93**
215652	9/29/2022	000606 RING CENTRAL	CD_000462649		NEW DIGITAL LINE & MOBILE USER	81.72
					Total :	**81.72**
215653	9/29/2022	001101 SIGNS BY TOMORROW	29351		1 COROPLAST & 2 BANNER FOR MARIACHI NGHT	368.76
					Total :	**368.76**
215654	9/29/2022	000790 SPARKLETTS	91722		CITY HALL DRINKING WATER THROUGH 9/15/20	291.12
					Total :	**291.12**
215655	9/29/2022	001258 SUNBELT RENTALS, INC.	128146814		EQUIPMENT RENTAL FOR REGENCY HERITAGE	1,377.78
					Total :	**1,377.78**
215656	9/29/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (	90122		VIDEO HOSTING SOFTWARE	250.00
					Total :	**250.00**
215657	9/29/2022	000131 WESTERN RIVERSIDE COUNTY, RCA	92722		AUGUST 2022 MSHCP MITIGATION FEES, ADUS	59,007.65

Bank code : wf

Voucher	Date	Vendor		Invoice		PO #	Description/Account	Amount
215657	9/29/2022	000131	000131	WESTERN RIVERSIDE COUNTY, RCA	(Continued)		**Total :**	**59,007.65**
25	**Vouchers for bank code :**	wf					**Bank total :**	**308,026.44**
25	**Vouchers in this report**						**Total vouchers :**	**308,026.44**

City of Wildomar
Wire Transfer Register
9/30/2022

ACH Date	Payee	Description	Amount
9/7/2022	Wright Express	Fuel Purchases	$ 1,103.53
9/19/2022	US Bank	Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	11,516.90
9/20/2022	CFT NV Developments, LLC	Monthly City Hall Lease Payment	38,393.68
9/20/2022	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	3,949.35
9/27/2022	Wright Express	Fuel Purchases	44.52
9/28/2022	Wright Express	Fuel Purchases	85.00
9/29/2022	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	676.76
		TOTAL	$ 55,769.74

City of Wildomar
Payroll Warrant Register
10/1/2022

ACH Date	Payee	Description		Amount
9/15/2022	Heartland Payroll	08/27/2022-09/09/2022	$	103,444.48
9/29/2022	Heartland Payroll	09/10/2022-09/23/2022	$	102,318.24
9/30/2022	Heartland Payroll	09/01/2022-09/30/2022	$	1,756.45
		TOTAL	**$**	**207,519.17**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: October 12, 2022

SUBJECT: August 2022 Treasurer's Report

SUBMITTED BY: Robert Howell

PREPARED BY: Adam Jantz, Senior Administrative Analyst

ACTION:
Approve the Treasurer's Report for August 2022.

SUMMARY:
August 2022 Treasurer's Report

BACKGROUND:
Attached is the Treasurer's Report for Cash and Investments for the month of August 2022. 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. Utilizing the two investment programs allows the City to potentially increase the interest earned on the money held.

FISCAL IMPACT:
None.

ATTACHMENTS:
August 2022 Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
August 2022

CITY CASH

FUND	ACCOUNT	INSTITUTION		BEGINNING BALANCE		+ DEPOSITS		(-) WITHDRAWALS		ENDING BALANCE	RATE
All	All	WELLS FARGO	#	20,396,325.12	$	2,484,924.13		(3,975,476.62)	$	18,905,772.63	0.000%
		TOTAL	$	20,396,325.12	$	2,484,924.13	$	(3,975,476.62)	$	18,905,772.63	

CITY INVESTMENT

FUND	ISSUER		BOOK VALUE		FACE VALUE		MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$	9,696,911.07	$	9,696,911.07	$	9,696,911.07	100.00%	0	1.276%
All	CALIFORNIA ASSET MANAGEMENT PROGRAM	$	5,625,571.43	$	5,625,571.43	$	5,625,571.43	100.00%	0	2.300%
	TOTAL	$	15,322,482.50	$	15,322,482.50	$	15,322,482.50	100.00%		

CITY	TOTAL CASH AND INVESTMENT	$	34,228,255.13

CITY INVESTMENT (Continued)

FUND	ISSUER		BEGINNING BALANCE		+ DEPOSITS/ PURCHASES		(-) WITHDRAWALS/ SALES/ MATURITIES		ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	$	9,696,911.07	$	0.00	$	0.00	$	9,696,911.07	1.276%
All	CALIFORNIA ASSET MANAGEMENT PROGRAM	$	5,614,616.92	$	10,954.51	$	0.00	$	5,625,571.43	2.300%
	TOTAL	$	15,311,527.99	$	10,954.51	$	0.00	$	15,322,482.50	

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.

Robert Howell
Robert Howell
City Treasurer

9/8/2022
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: October 12, 2022

SUBJECT: Road Construction Updates - Public Works/Engineering Department

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag, Senior Engineer

ACTION:
Receive and file the Road Construction Updates from the Public Works/Engineering Department

SUMMARY:
This staff report presents a summary of major roadway construction projects occurring throughout the City and status updates for each of those projects.

BACKGROUND:
The City's Public Works and Engineering Department (Department) oversees the planning, design, construction, maintenance, and operations of City maintained improvements/infrastructure (Public Improvements).

Public Improvements are typically either constructed as a condition of Private Development Projects (PDP) or constructed as part of City Capital Improvement Projects (CIP). In both cases, the City authorizes a private contractor to work within the City right-of-way to construct the Public Improvements through an encroachment permit or a Public Works Construction Contract. Under the permit or contract, the private contractor is responsible and liable to manage and maintain their work and their construction methods to complete the Public Improvements. The permits and contracts place certain responsibilities on the private contractor and provide certain indemnification and insurance coverage to the City. To maintain the appropriate delineation of responsibilities and maintain the City's indemnification and liability protections, the City does not direct the contractor's work, schedule, or methods of construction except in instances that are necessary to maintain public health and safety or to make sure that construction complies with all minimum standard requirements. The City may suggest or request that a contractor consider alternative approaches, schedules, etc… but the

City does not direct the contractor's work. The contractor is responsible for the entire work zone for the duration of their permit or contract, until the City accepts the improvements into the City maintained road system.

DISCUSSION:
Table 1 in Attachment A includes a summary of the current major on-going roadway construction activities throughout the City. Table 1 also includes the approximate total cost of public improvements that are being installed by each project. For private development projects, these costs represent costs that the private developer is paying that would otherwise have to be paid by the City if not constructed by the developer.

Table 2 of Attachment A includes the latest status updates for each project based on the construction schedules provided to the City by the contractors responsible for the construction of each project.

Staff has also created a webpage on the City's website where users can check for more frequent updates regarding traffic impacts from major roadway construction projects. The webpage can be accessed by visiting the following URL:

- https://www.cityofwildomar.org/community/construction_alerts

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

ATTACHMENTS:
A - Road Construction Summaries

Attachment A

Table 1 - Construction Project Summaries

Project No. & Type	Primary Roadway(s)	Project Name	Roadway Segment(s)	Description of Work	Est. Cost of Improvements
CIP 026-1 (City CIP)	Bundy Canyon Rd.	Bundy Canyon Rd. Improvement Project, Segment 1	Bundy Canyon Rd. between Cherry St. and 1600' east of Oak Canyon Dr.	Widening of Bundy Canyon Rd. to 4 lanes with two new traffic signals.	$7,647,000
CIP 059 (City CIP)	Palomar St. Clinton Keith Rd.	Palomar St. & Clinton Keith Rd. Sidewalk, Trail, and Bike Lane Connectivity Project	Palomar St. Delca Ln. to Clinton Keith Rd. Clinton Keith Rd. Renaissance Plaza to The Shops at Clinton Keith	Widening of Palomar St. to 4-lanes with sidewalks, trail, and bike lanes. Widening of CKR to three lanes eastbound with sidewalk.	$1,500,000
P21-0012 (Private Development Project)	Wildomar Trail	Baxter Village	Wildomar Trail I-15 to White Street Old Baxter Road Wildomar Trail to White Street Margaret Lane Wildomar Trail to old Baxter Road	Widening of Wildomar Trail to modified Arterial with 96' ROW. Construction of Margaret Lane to Local with 60' ROW. Construction of old Baxter Road to Local with 60' ROW. Construction of RCFC Master planned SD facilities in Wildomar Trail and old Baxter Road. Construction of EVMWD master planned sewer and water facilities in Wildomar Trail.	$2,236,000

Attachment A

Project No. & Type	Primary Roadway(s)	Project Name	Roadway Segment(s)	Description of Work	Est. Cost of Improvements
P21-0117 (Private Development Project)	Prielipp Rd.	Lennar, Horizons	Bunny Trail Elizabeth Lane to end of project frontage Elizabeth Lane Bunny Trail to Prielipp Prielipp Elizabeth to Yamas	Widening of Elizabeth Lane to a Collector 78'ROW. Widening of Prielipp to a Secondary 100'ROW. 66" RCFC master planned SD through site and along Elizabeth Lane and Prielipp. EVMWD master planned sewer and water facilities in Prielipp.	$1,900,000
P14-0093 (Private Development Project)	McVicar St.	Beazer Homes, Boulder Creek	McVicar Grand to Wildomar Channel Grand Leslie to McVicar Palomar Frederick beyond Arnold	Widening of McVicar to Modified Secondary 100'ROW. Widening of Grand to Modified Secondary 100'ROW. Widening of Palomar to ultimate. Construction of Master Planned RCFC McVicar box culvert.	$3,900,000

Attachment A

Table 2 - Project Schedules and Updates

Project No.	Roadway	Est. Project Completion	Status Update
CIP 026-1	Bundy Canyon Rd.	Winter 2022/2023	**Sellers Rd.** Sellers Rd. was reopened to traffic on September 19. **Monte Vista Dr.** The intersection of Monte Vista Dr. was closed on August 22 to allow the intersection to be elevated and paved. Grading and paving has been completed, but the intersection remains closed at this time due to the difference in elevation between the existing lanes of traffic and the new pavement on Monte Vista Dr. Repaving of the existing asphalt on Bundy Canyon Rd. must be completed first before the intersection can be reopened to full traffic movements. In the interim, the existing detour for Monte Vista Dr. remains in place. Detour signs will remain posted during the closure. **General Project Update** New paving on the south side of Bundy Canyon Rd. is mostly complete. The contractor is now making plans to move traffic onto newly paved areas to allow for the reconstruction and repaving of old existing pavement, and additional widening on the north side of the road. The City is currently reviewing the contractor's traffic control plans and will provide updates once the adjustments to traffic are scheduled. New traffic signal work has been on-going with related underground utility work, and installations are expected to take place over the next two months. Concrete work at various intersections is also scheduled to begin soon. Notices and updates will be posted to the website as specific activities are scheduled and traffic patterns change.

Attachment A

CIP 059	Palomar St./ Clinton Keith Rd.	Fall/Winter 2022	**General Project Update** Grading activities have been on-going for several weeks. Utility coordination has progressed over the past month and major utility relocations and grading are expected to be mostly complete in the next few weeks. Anticipated upcoming activities include the installation of new storm drains in advance of curb, gutter, and paving work. Traffic patterns will change as the work progresses. Notices and updates will be posted to the website as specific activities are scheduled and traffic patterns change.
P21-0012	Wildomar Trail	Winter 2022	**Wildomar Trail** The first phase of road paving is in progress - lane changes and flagging will occur during this time. **Onsite Stockpile** The large onsite stockpile seen from Wildomar Trail was taken from the northern end of the project site to use as fill dirt for the southern portion.
P21-0117	Prielipp Rd.	Fall/Winter 2022	**Elizabeth Lane** Sewer and water facilities have been constructed and tied into Prielipp Road. Road improvements along Elizabeth Lane are in progress. **Prielipp Road** Storm Drain headwall is complete. Construction of road widening is in progress. Expected completion for street widening is October 20th.
P14-0093	McVicar St.	Winter 2022/2023	**Grand Avenue** Relocation of SCE facilities on Grand is currently in progress. **McVicar Street** Street improvements, including base paving and curb and gutter, are complete from Grand Avenue to the RCFC box culvert. Construction of culvert is scheduled to begin on November 1st. Sidewalks are currently being poured from Grand Avenue to Whispering Way.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: October 12, 2022

SUBJECT: KB Homes Verano - Precise Grading Agreement for Models and BMP Agreements

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the Precise Grading Agreement for Models and BMP Agreements with KB Home Coastal Inc.

BACKGROUND:
On August 10, 2022, the City Council adopted Resolution No. 2022-49 approving the final map for Tentative Tract Map no. 37476 to subdivide the 38.22 acres into 84 lots. The lots consist of 80 single family residential lots and four lots for commercial/business park development. The grading and improvement plans for this residential development have been approved by the City. This includes the precise grading plans for models. An aerial image of the project site and the surrounding area is provided in Attachment A.

DISCUSSION:
Precise Grading Agreement for Models
In order to complete precise grading activities for models, the Developer is required to enter into a Precise Grading Agreement (Attachment B) which identifies the Developer's obligations to the City in performing and completing the precise grading construction for models. The agreement also provides the City with bonds to secure the precise grading activities for models. On September 8, 2022, the developer submitted a cash deposit in lieu of bond to the City. The amount of the cash deposit is $31,878 which is based on the Developer's engineer's precise grading bond estimate for models (Attachment B). If the Developer fails to fulfill their obligations, the cash deposit provides a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition.

BMP Agreements
The Developer is also required to enter into Stormwater Management/BMP Facilities

Agreements for privately maintained BMPs and CFD maintained BMPs (BMP Agreements, Attachment C) with the City. The BMP Agreements identify the maintenance responsibilities of the
Developer to ensure that the SWPPP BMPs that are constructed with this development continue to be maintained in the future.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement for Models and BMP Agreements with KB Home Coastal, Inc.

FISCAL IMPACT:
There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the BMPs for the project during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the BMPs are being maintained. These inspections and processing activities are not paid for by the landowner and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any BMPs that they are required to maintain and the City expends funds to maintain the BMPs to ensure the City's MS4/Storm Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

ATTACHMENTS:
Attachment A - Aerial Map.pdf
Attachment B - PG Agreement Bond and Bond Est.pdf
Attachment C - BMP Agreements.pdf

ATTACHMENT A



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

ATTACHMENT B

Precise Grading Agreement for Models
Cash in Lieu of Bond
Precise Grading Bond Estimate for Models

AGREEMENT
FOR PRECISE GRADING PROJECTS
MODEL PRECISE

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and **KB Home Coastal Inc., a California corporation, hereinafter called Landowner**.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **KB Homes Verano, Tract No. 37476** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **Thirty One Thousand Eight Hundred Seventy Eight and 00/100 Dollars ($31,878.00),** which covers precise grading for models only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
KB Home Coastal Inc.
Heidi McBroom, Director of Forward Planning
36310 Inland Valley Drive
Wildomar, CA 92595
(951) 691-5394

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

_____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

KB HOME INLAND EMPIRE Account #: 38902165 Date: 9/8/2022 Check #: 10217721

Vendor : 10015414, City of Wildomar

Invoice number	Work order	Invoice date	Gross amount	Wrap deduction	Payment amount	Description
CRS 225050		9/8/2022	31,878.00	0.00	31,878.00	TR 37476 Grading bond est

RECEIVED
SEP 08 2022
CITY OF WILDOMAR

Total 31,878.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

KB HOME INLAND EMPIRE
36310 Inland Valley Dr Ste 300
Wildomar, CA 92595
USA
866-275-9593

62-20/311
Citibank,N.A.
One Penn's Way
New Castle, DE 19720

Check Number 10217721

38902165

Vendor	Date	Amount
10015414	09/08/2022	$31,878.00

PAY Thirty One Thousand Eight Hundred Seventy Eight and 00/100********** US Dollars

Void if not cashed in 90 days

PAY TO THE ORDER OF City of Wildomar
23873 Clinton Keith Rd., #111
Wildomar, CA 92595

Authorized Signatures

⑈10217721⑈ ⑆031100209⑆ 38902165⑈

CITY OF WILDOMAR
CONSTRUCTION COST WORKSHEET
FOR ON-SITE GRADING, DRAINAGE AND NPDES

Parcel Map/Tract Map No. TRACT 37476 Date: 7/5/2022
City Project No:

		FAITHFUL PERFORMANCE SECURITY
IMPROVEMENTS		
Grading	$ 4,158.00	$ 0.00
Drainage	$ 27,720.00	$ 0.00
Erosion Control	$ 0.00	$ 0.00
WQMP	$ 0.00	$ 0.00
Security Total	$ **31,878.00**	$ **0.00**
Warranty Retention (10%)		$ 0.00

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached worksheets, are accurate for the construction of the improvements required or implied to fullfill the Conditions of Approval for this project regarding on-site grading, drainage and NPDES. The mathematical extensions, using the City of Wildomar's Unit Costs, are accurate for determining fees.

Signature — Date: 7/5/2022

Rudy Nunez — Name Typed or printed

55955 — RCE#

REGISTERED PROFESSIONAL ENGINEER RUDY E. NUNEZ NO. C55955 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

Civil Engineer's Stamp

*** PLEASE READ INSTRUCTIONS BELOW ***
1. Quantities are to be taken from the Improvement Plans.
2. Show Performance Bond Amounts to the nearest $500.00.
3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

ATTACHMENT C

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

and

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between **KB Home Coastal Inc., a California corporation** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APNs 367-140-008, 367-140-010, 367-140-012** as recorded by deed in the land records of Riverside County, California, Deed Book2383 Page 250, and Book 44 of Parcel Maps Page 51, respectively (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plans known as **Precise Grade Plan Tract 37476 Lots 52-54 Model Home Complex and Precise Grading Plan Tract 37476 Lots 1-48 & 60-77**, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2022-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors

and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD Maintained Facilities.

4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary. This section does not apply to any CFD Maintained Facilities.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

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

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. 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.

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

WITNESS the following signatures and seals:

KB Home Coastal Inc., a California corporation
Company/Corporation/Partnership Name (Seal)

By:_____

Name:_____

Title: _____

_____
Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between **KB Home Coastal Inc., a California corporation** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APNs 367-140-008, 367-140-010, 367-140-012,** as recorded by deed in the land records of Riverside County, California, Deed Book 10, Page 58, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan known as **Precise Grade Plan Tract 37476 Lots 52-54 Model Home Complex and Precise Grading Plan Tract 37476 Lots 1-48 & 60-77**, as approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property

and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

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

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

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

WITNESS the following signatures and seals:

KB Home Coastal Inc., a California corporation
Corporation (Seal)

By: _____

Name: _____

Title: _____

_____
Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: October 12, 2022

SUBJECT: Lennar Horizons - Precise Grading Agreement for Models, Precise Grading Agreement for Production and BMP Agreements

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the Precise Grading Agreements for Models, Precise Grading Agreements for Production, and BMP Agreements with Lennar Homes of California, LLC

BACKGROUND:
On February 10, 2016, the City Council adopted Resolution No. 2016-15 approving Tentative Tract Map No. 36672 to subdivide the approximate 18.41 site into three (3) lots to accommodate the proposed project located at the northwest corner of Elizabeth Lane and Prielipp Road. An aerial image of the project site and the surrounding area is provided in Attachment A. On October 7, 2020, the Planning Commission approved a minor change to Tentative Tract Map No. 36672. All the original conditions of approval and mitigation measures adopted by the City Council remained in full force and effect. Tentative Tract Map No. 36672's approved expiration date is February 10, 2022. On March 10, 2021, the City council approved the final map for Tract No. 36672 and executed Subdivision Improvement Agreements for all the lots. The rough grading and improvement plans for this residential development have been approved by the City. The precise grading plans for models and production are currently being processed with the City.

DISCUSSION:
Precise Grading Agreement for Models and Production
Since the Developer has two separate precise grading plans for models and production, staff has prepared two separate agreements for them. In order to complete the precise grading activities, the Developer is required to enter into Precise Grading Agreements (Attachment B) which identify the Developer's obligations to the City in performing and completing the precise

grading construction. The agreement also provides the City with bonds to secure the precise grading activities for models and production. On September 15, 2022, the developer submitted cash deposits in lieu of bonds to the City. The amount of the cash deposits are $3,500 for precise grading plan for models and $16,000 for precise grading plan for production. The bond amounts are based on the Developer's engineer's precise grading bond estimate for models and production (Attachment B). If the Developer fails to fulfill their obligations, the cash deposits provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition.

BMP Agreements

The Developer is also required to enter into Stormwater Management/BMP Facilities Agreements for privately maintained BMPs and CFD maintained BMPs (BMP Agreements, Attachment C) with the City. The BMP Agreements identify the maintenance responsibilities of the Developer to ensure that the SWPPP BMPs that are constructed with this development continue to be maintained in the future.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement for Models, Precise Grading Agreement for Production and BMP Agreements with Lennar Homes of California, LLC.

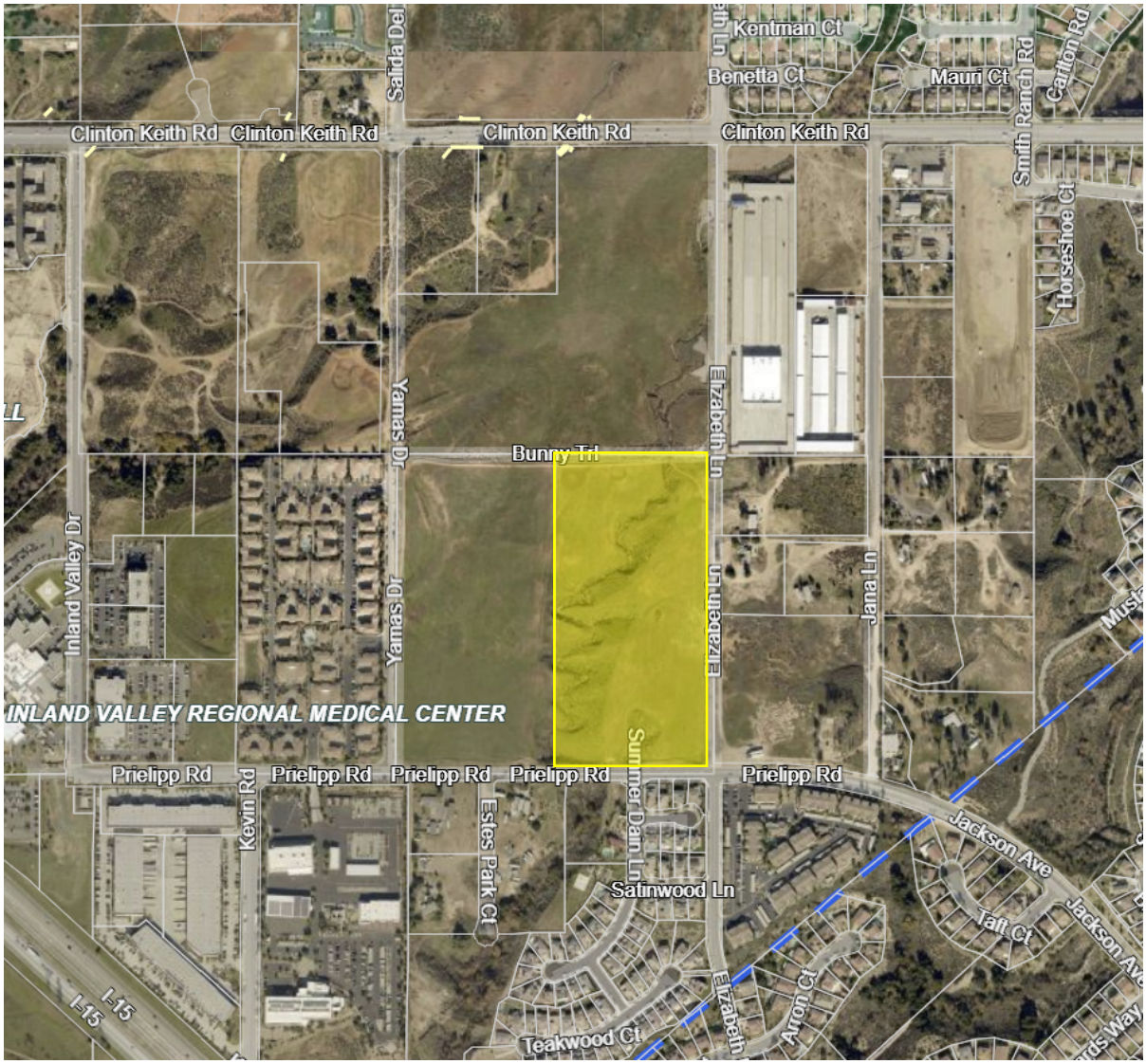
FISCAL IMPACT:

There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the BMPs for the project during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the BMPs are being maintained. These inspections and processing activities are not paid for by the landowner and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any BMPs that they are required to maintain and the City expends funds to maintain the BMPs to ensure the City's MS4/Storm Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

ATTACHMENTS:

Attachment A - Aerial Map.pdf
Attachment B - PG Agr and Bonds.pdf
Attachment C - BMP Agreements.pdf

ATTACHMENT A



Aerial Image of
Horizons by Lennar Homes TR36672 Project
(highlighted in yellow)

ATTACHMENT B

Precise Grading Agreement for Models
Cash in Lieu of Bond
Precise Grading Bond Estimate for Models

and

Precise Grading Agreement for Production
Cash in Lieu of Bond
Precise Grading Bond Estimate for Production

AGREEMENT
FOR PRECISE GRADING PROJECTS
MODEL PRECISE

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and **Lennar Homes of California, LLC, hereinafter called Landowner**.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **Horizons by Lennar Homes** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **Three Thousand Five Hundred and 00/100 Dollars ($3,500.00),** which covers precise grading for models only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
Lennar Homes of California, LLC
Geoffrey Smith, Vice President
980 Montecito Drive, Suite 302
Corona, CA 92879
(951) 817-3542

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

_____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

C718808081880808

Lennar Corporation
Lennar Homes of California, LLC
Inland Division
980 Montecito Drive, Suite 302
Corona, CA 92879

PAGE: 1 of 1

DATE: September 14, 2022
CHECK NUMBER: 1880808
AMOUNT PAID: $3,500.00

257510000220500003011407000020

00003 4523 CKS SF 22257 - 0001880808 NNNNNNNNNNN 257510000D4205 XIP3C7 C
CITY OF WILDOMAR
23873 CLINTON KEITH RD STE 201
WILDOMAR CA 92595

Vendor No: 7608650

Date	CO. #	Invoice Number	Payment Advice	Gross Amount	Discount	Net Amount
04/25/22	31552	202204 350000 FEE	MV-PM Precise Grading Bonds (M	$3,500.00	$0.00	$3,500.00
		TOTALS		**$3,500.00**	**$0.00**	**$3,500.00**

PLEASE DETACH BEFORE DEPOSITING CHECK

Lennar Corporation
Lennar Homes of California, LLC
Inland Division
980 Montecito Drive, Suite 302
Corona, CA 92879

CHECK NUMBER 1880808

70-2322
719

September 14, 2022

***** VOID AFTER 180 DAYS *****

PAY TO THE ORDER OF: CITY OF WILDOMAR
23873 CLINTON KEITH RD STE 201
WILDOMAR, CA 92595

CHECK AMOUNT
$3,500.00

EXACTLY *********3,500 DOLLARS AND 00 CENTS

Security features included. Details on back.

JPMorgan Chase Bank, N.A.
Chicago, IL

Authorized Signature

⑈1880808⑈ ⑆071923226⑆ 886293331⑈

City of Wildomar

Precise Grading Bond Estimate Worksheet

For Onsite Precise Grading Model Plans

Parcel Map/Tract Map No: TM 36672 Date: 4/25/2022

PP, CU, PU, MS OR VL No: City Project No: 21-0117

Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 500.00	$ 500.00
		Demolition and Removal		
48	LF	12X12 Zero Curb Concrete Block	$ 10.00	$ 480.00
1	LS	Erosion Control Sand Bags	$ 500.00	$ 500.00
1	LS	Erosion Control Stabilized Entrance	$ 1,000.00	$ 1,000.00
		Precise Grading		
250	CY	Mass Excavation	$ 2.00	$ 500.00
			10% Contingency	$ 298.00
			Total	$ 3,500.00

4/25/2022

Signature Date

John D. Tanner III

Name (type or printed)

60132 6/30/2022

RCE No. Expiration Date



Civil Engineer's Stamp

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans.

2. Show Performance Bond Amounts to the nearest $500.00.

3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

AGREEMENT
FOR PRECISE GRADING PROJECTS
PRODUCTION PRECISE

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and **Lennar Homes of California, LLC, hereinafter called Landowner**.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **Horizons by Lennar Homes** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **Sixteen Thousand and 00/100 Dollars ($16,000.00),** which covers precise grading for Phases 1 to 3 and build out only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
Lennar Homes of California, LLC
Geoffrey Smith, Vice President
980 Montecito Drive, Suite 302
Corona, CA 92879
(951) 817-3542

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

_____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

C718808071880807

PAGE: 1 of 1

Lennar Corporation
Lennar Homes of California, LLC
Inland Division
980 Montecito Drive, Suite 302
Corona, CA 92879

DATE: September 14, 2022
CHECK NUMBER: 1880807
AMOUNT PAID: $16,000.00

257510000220500003011307000020

00003 4522 CKS SF 22257 - 0001880807 NNNNNNNNNNN 257510D0004205 XIP3C7 C
CITY OF WILDOMAR
23873 CLINTON KEITH RD STE 201
WILDOMAR CA 92595

Vendor No: 7608650

Date	CO. #	Invoice Number	Payment Advice	Gross Amount	Discount	Net Amount
04/25/22	31552	202204 1600000 FEE	MV-PM Precise Grading Bonds	$16,000.00	$0.00	$16,000.00
		TOTALS		**$16,000.00**	**$0.00**	**$16,000.00**

PLEASE DETACH BEFORE DEPOSITING CHECK

Lennar Corporation
Lennar Homes of California, LLC
Inland Division
980 Montecito Drive, Suite 302
Corona, CA 92879

CHECK NUMBER 1880807

70-2322
719

September 14, 2022

***** VOID AFTER 180 DAYS *****

PAY TO THE ORDER OF: CITY OF WILDOMAR
23873 CLINTON KEITH RD STE 201
WILDOMAR, CA 92595

CHECK AMOUNT
$16,000.00

EXACTLY *********16,000 DOLLARS AND 00 CENTS

Security features included. Details on back.

JPMorgan Chase Bank, N.A.
Chicago, IL

Authorized Signature

⑈1880807⑈ ⑆071923226⑆ 886293331⑈

City of Wildomar

Precise Grading Bond Estimate Worksheet

For Onsite Precise Grading Phase 1-3 and Build Out

Parcel Map/Tract Map No: TM 36672 Date: 4/25/2022

PP, CU, PU, MS OR VL No: City Project No: 21-0117

Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 1,000.00	$ 1,000.00
		Demolition and Removal		
704	LF	12X12 Zero Curb Concrete Block	$ 10.00	$ 7,040.00
1	LS	Erosion Control Sand Bags	$ 500.00	$ 500.00
1	LS	Erosion Control Stabilized Entrance	$ 1,000.00	$ 1,000.00
		Precise Grading		
2,200	CY	Mass Excavation	$ 2.00	$ 4,400.00
69	LF	4" PVC Pipe Schedule 40	$ 4.00	$ 276.00
1	EA	6" Grate per NDS No. 40 or Equivalent	$ 40.00	$ 40.00
1	EA	Private Drain Through Curb	$ 250.00	$ 250.00
			10% Contingency	$ 1,450.60
			Total	$ 16,000.00

Signature 4/25/2022 Date

John D. Tanner III
Name (type or printed)

60132 RCE No.

6/30/2022 Expiration Date



Civil Engineer's Stamp

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans.

2. Show Performance Bond Amounts to the nearest $500.00.

3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

ATTACHMENT C

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

and

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between and **Lennar Homes of California, LLC** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 380-250-023,** as recorded by deed in the land records of Riverside County, California, Deed Book 478, Page 31, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan known as **Model Precise Grading Plan for the Residential Site Lot 1 of Parcel Map #36672 and Precise Grading Plan Phase 1-3 and Build Out**, as approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property

and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

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

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

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

WITNESS the following signatures and seals:

Lennar Homes of California, LLC
Corporation (Seal)

By: _____

Name: _____

Title: _____

_____
Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between **Lennar Homes of California, LLC** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 380-250-023** as recorded by deed in the land records of Riverside County, California, Deed Book2383 Page 250, and Book 44 of Parcel Maps Page 51, respectively (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as **Model Precise Grading Plan for the Residential Site Lot 1 of Parcel Map #36672 and Precise Grading Plan Phase 1-3 and Build Out**, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2022-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this

agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD Maintained Facilities.

4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary. This section does not apply to any CFD Maintained Facilities.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

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

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. 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.

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

WITNESS the following signatures and seals:

Lennar Homes of California, LLC
Company/Corporation/Partnership Name (Seal)

By:_____

Name:_____

Title: _____

_____
Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: October 12, 2022

SUBJECT: Popeyes Restaurant - Precise Grading Agreement and BMP Agreements

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the Precise Grading Agreement and BMP Agreements with DMSD Cajun Properties, LLC.

BACKGROUND:
Popeyes Restaurant is an approved plot plan (Plot Plan No. 21-0138) for a drive-thru restaurant on the east side of Orange Street north of Bundy Canyon Road. The project is located in a commercial zone. The site is 49,877 square feet, triangular shaped and adjacent to the I-15 Freeway. An aerial image of the project site and the surrounding area is provided in Attachment A and the project site plan is provided in Attachment B. The grading and improvement plans for this project are being processed with the City.

DISCUSSION:
Precise Grading Agreement
In order to complete precise grading activities, the Developer is required to enter into a Precise Grading Agreement (Attachment C) which identifies the Developer's obligations to the City in performing and completing the precise grading construction. The agreement also provides the City with a bond to secure the precise grading activities. If the Developer fails to fulfill their obligations, the bond will provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The bond amount is based on the Developer's engineer's grading bond estimate.

BMP Agreements
The Developer is also required to enter into Stormwater Management/BMP Facilities Agreements for privately maintained BMPs and CFD maintained BMPs (BMP Agreements, Attachment D) with the City. The BMP Agreements identify the maintenance responsibilities of

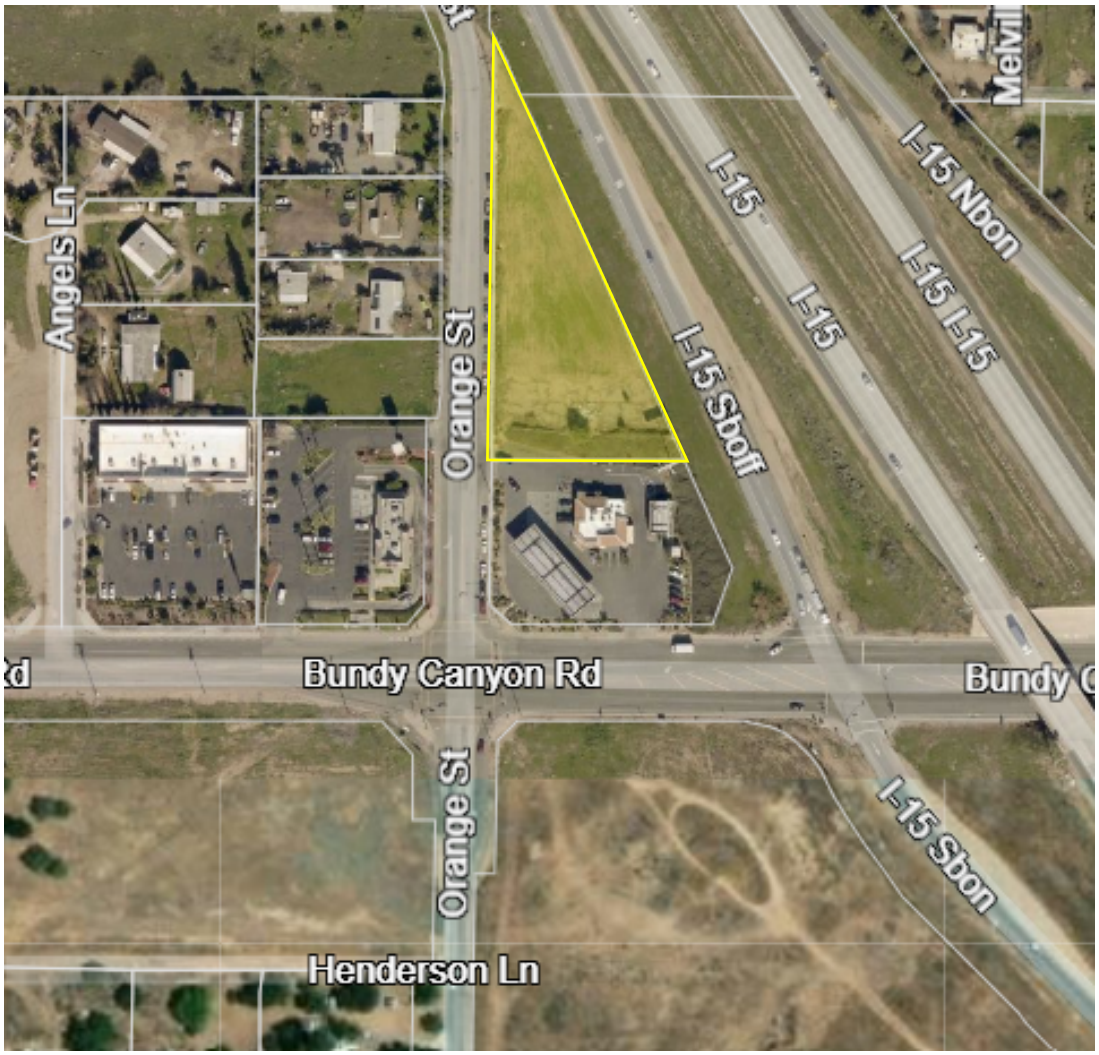
the Developer to ensure that the SWPPP BMPs that are constructed with this development continue to be maintained in the future.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement and BMP Agreements with DMSD Cajun Properties, LLC.

FISCAL IMPACT:
There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the BMPs for the project during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the BMPs are being maintained. These inspections and processing activities are not paid for by the landowner and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any BMPs that they are required to maintain and the City expends funds to maintain the BMPs to ensure the City's MS4/Storm Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

ATTACHMENTS:
Attachment A - Aerial Map.pdf
Attachment B - Site Plan.pdf
Attachment C - Precise Grade Agr.pdf
Attachment D - BMP Agreements.pdf

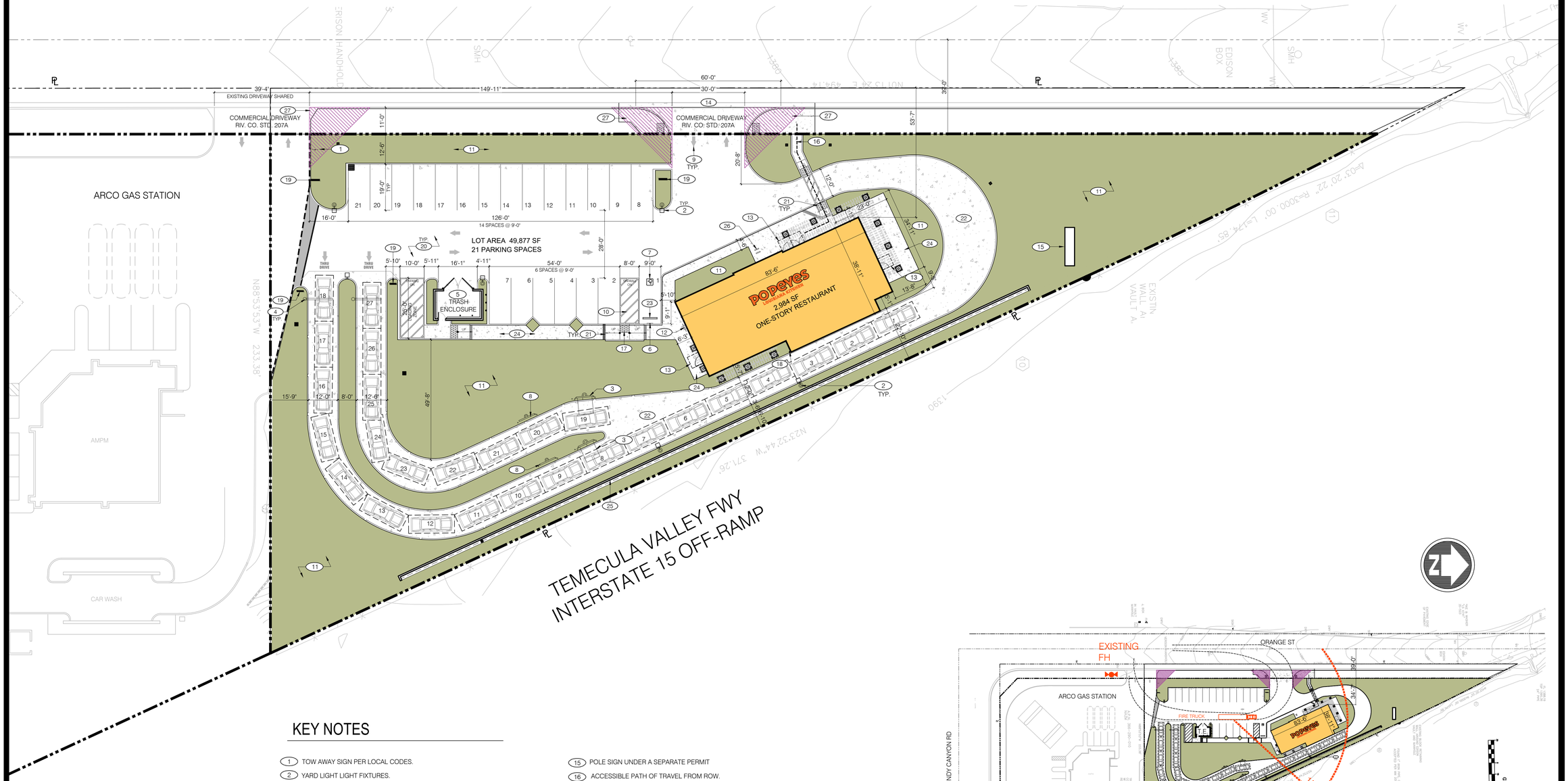
ATTACHMENT A



Aerial Image of
Popeyes Restaurant
(highlighted in yellow)

ATTACHMENT B

Popeyes Restaurant
Site Plan



KEY NOTES

1. TOW AWAY SIGN PER LOCAL CODES.
2. YARD LIGHT LIGHT FIXTURES.
3. MENU BOARD.
4. CLEARANCE BAR.
5. 6' HIGH MASONRY TRASH ENCLOSURE WITH STEEL GATES. PAINT TRASH ENCLOSURE & GATES TO MATCH BUILDING.
6. ACCESSIBLE PARKING SIGN.
7. PAINT HANDICAP SYMBOL - WHITE ON BLUE BACKGROUND.
8. PREVIEW MENU BOARD.
9. PAINT TRAFFIC ARROWS.
10. ACCESSIBLE PATH OF TRAVEL FROM ACCESSIBLE PARKING STALL.
11. LANDSCAPE AREA.
12. GAS METER.
13. 5'x5' LEVEL LANDING AREA.
14. NEW DRIVEWAY.
15. POLE SIGN UNDER A SEPARATE PERMIT
16. ACCESSIBLE PATH OF TRAVEL FROM ROW.
17. DETECTABLE WARNINGS.
18. BOLLARD.
19. DIRECTIONAL SIGN, BY VENDOR UNDER A SEPARATE PERMIT.
20. A.C. PAVING AND BASE.
21. CURB RAMP.
22. CONCRETE DRIVE THRU LANE.
23. CONCRETE WHEEL STOPS.
24. CONCRETE HARDSCAPE.
25. RETAINING WALL. SEE CIVIL PLANS
26. BICYCLE RACK
27. SIGHT VISIBILITY TRIANGLE

KEY PLAN SCALE: 1/64"=1'

SITE PLAN SITE PLAN SCALE: 1"=20'-0" 1

marks architects

architecture
interior design
retail
restaurants
space planning
master planning
leed accredited
casp

2643 fourth ave.
san diego ca 92103
619-702-9448

LICENSED ARCHITECT
GABRIELA MARKS
C-31482
12-31-2023
RENEWAL DATE
STATE OF CALIFORNIA

© marks architects 2021-2022
ALL REPORTS, PLANS AND DOCUMENTS PREPARED BY MARKS ARCHITECTS SHALL REMAIN THE PROPERTY OF MARKS ARCHITECTS AND IS INTENDED FOR USE FOR THIS SPECIFIC PROJECT ONLY.

PLANNING SUBMITTAL	09.03.21
PLANNING CORRECTIONS	11.15.21

LOUISIANA KITCHEN
POPEYES

PROTOTYPE: FS 2136 CLASSIC
STORE NUMBER: -
FRANCHISEE: DMSD CAJUN EATS

POPEYES

ORANGE ST AND BUNDY CANYON RD WILDOMAR, CA 92595

REVISIONS:
-

SD0
SITE PLAN

ATTACHMENT C

Precise Grading Agreement
Grading Bond
Grading Bond Estimate

AGREEMENT
FOR PRECISE GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and **DMSD Cajun Properties, LLC, hereinafter called Landowner**.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **APN 366-290-011** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **Fifty Thousand and 00/100 Dollars ($50,000.00),** which covers precise grading only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
DMSD Cajun Properties, LLC
David Beshay
41760 Ivy Street, Suite 201
Murrieta, CA 92562
(951) 816-0189

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

_____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(Precise Grading)

FOR:

Precise Grading
$ 50,000.00

Tract No.

Premium
$

Parcel Map No.

Bond No.

Surety

Principal
DMSD Cajun Properties, LLC

Address

Address
41760 Ivy Street, Suite 21

City/State

City/State
Murrieta, CA

Zip

Zip
92562

Phone

Phone
(951) 816-0189

WHEREAS, the City of Wildomar, Riverside County, State of California, and _____ (hereinafter designated as ("principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map) _____, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and _____, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of _____ Dollars ($ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Wildomar, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety. When the work covered by the agreement is complete as determined by the City of Wildomar, the City will release the obligation of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____.

NAME OF PRINCIPAL _____

_____

AUTHORIZED SIGNATURE(S): _____ _____
By: Title

_____ _____
Title

_____ _____
Title
(If Corporation, Affix Seal)

NAME OF SURETY: _____

AUTHORIZED SIGNATURE: _____ _____
Its Attorney-in-Fact Title
(If Corporation, Affix Seal)

Attach Notarial Acknowledgment Of Signatures Of Principal And Attorney-In-Fact.

City of Wildomar
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: SEDCO TRACT NO. 1 LOT 28 AND 29 Date: 4/26/2022
PP, CU, PU, MS OR VL No: PAR 21-0138 City Project No 21-0138

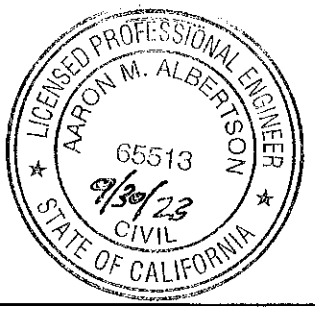
Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 5,000.00	$ 5,000.00
1	LS	Temporary Facilities and Utilities	$ 10,000.00	$ 10,000.00
		Demolition and Removal		
1	LS	Clearing and Grubbing	$ 12,000.00	$ 12,000.00
		Rough Grading		
6,850	CY	Mass Excavation	$ 0.75	$ 5,137.50
6,845	CY	Import and Export Material	$ 1.50	$ 10,267.50
		Erosion Control		
1,156	LF	Place Gravel Bags 2 Course High	$ 1.50	$ 1,734.00
-	LF	Silt Fence	-	-
1	EA	Install Stabilized Construction Entrance	$ 500.00	$ 500.00
385	LF	Place Gravel Bags to Prevent Scour	$ 1.50	$ 577.50
8	EA	Place Gravel Bags to Protect Catch Basin	$ 6.00	$ 48.00
			10% Contingency	$ 4,526.45
			Total	$ 50,000.00

Signature — 4/26/2022 Date

AARON ALBERTSON
Name (type or printed)

65513 — RCE No.

9/30/2023 — Expiration Date



Civil Engineer's Stamp

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans.
2. Show Performance Bond Amounts to the nearest $500.00.
3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

ATTACHMENT D

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

and

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between **DMSD Cajun Properties, LLC** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 366-290-011,** as recorded by deed in the land records of Riverside County, California, Deed Book 10 Page 58, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as **Precise Grading Plans for Popeyes**, as approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2022-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD

Maintained Facilities.

4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary. This section does not apply to any CFD Maintained Facilities.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

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

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. 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.

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

WITNESS the following signatures and seals:

DMSD Cajun Properties, LLC
Company/Corporation/Partnership Name (Seal)

By:_____

Name:_____

Title: _____

_____
Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____

Daniel A. York Date
City Manager

ATTEST

_____ _____

Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____

Thomas D. Jex Date
City Attorney

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between and **DMSD Cajun Properties, LLC** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 366-290-011,** as recorded by deed in the land records of Riverside County, California, Deed Book 10, Page 58, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan known as **Precise Grading Plans for Popeyes**, as approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and

to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

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

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

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

WITNESS the following signatures and seals:

DMSD Cajun Properties, LLC
Corporation (Seal)

By: _____

Name: _____

Title: _____
_____

Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: October 12, 2022

SUBJECT: Wildomar Shooting Range - Precise Grading Agreement and BMP Agreements

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the Precise Grading Agreement and BMP Agreements with KCG Blue, LLC.

BACKGROUND:
Wildomar Shooting Academy is a project consisting of the development of a 2-story, 34,789 square-foot indoor shooting range/academy on 2.33 acres of property. On January 22, 2020 the Planning Commission adopted resolutions approving Conditional Use Permit No. 19-0093 to construct the project, approving a variance to reduce the side yard setback from 25 feet to 12.5 feet, approving a change of zone from rural to manufacturing service commercial to accommodate the project, and reducing the size of Bundy Canyon Road from six lanes to four lanes between Orange Street and Corydon Road as part of the project. The conditional use permit expires on February 12, 2023. The improvement plans for this development are being processed with the City. The precise grading plans for the project have been approved by the City. An aerial image of the project site and the surrounding area is provided in Attachment A and the project site plan is provided in Attachment B.

DISCUSSION:
Precise Grading Agreement
In order to complete precise grading activities, the Developer is required to enter into a Precise Grading Agreement (Attachment C) which identifies the Developer's obligations to the City in performing and completing the precise grading construction. The agreement also provides the City with a bond to secure the precise grading activities. If the Developer fails to fulfill their obligations, the bond will provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The bond amount is based on the Developer's engineer's grading bond estimate.

BMP Agreements

The Developer is also required to enter into Stormwater Management/BMP Facilities Agreements for privately maintained BMPs and CFD maintained BMPs (BMP Agreements, Attachment D) with the City. The BMP Agreements identify the maintenance responsibilities of the Developer to ensure that the SWPPP BMPs that are constructed with this development continue to be maintained in the future.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement and BMP Agreements with KCG Blue, LLC.

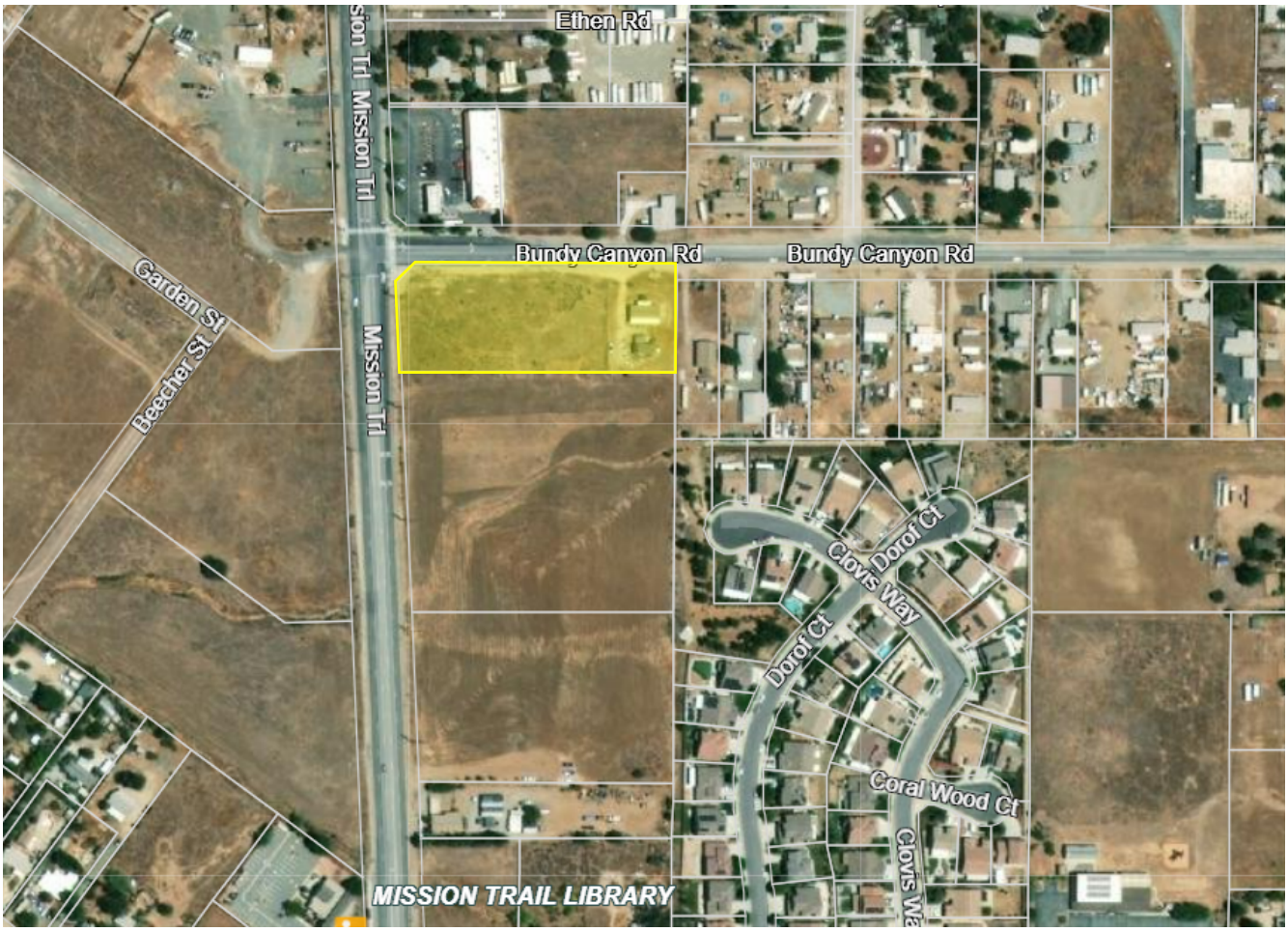
FISCAL IMPACT:

There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the BMPs for the project during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the BMPs are being maintained. These inspections and processing activities are not paid for by the landowner and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any BMPs that they are required to maintain and the City expends funds to maintain the BMPs to ensure the City's MS4/Storm Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

ATTACHMENTS:

Attachment A - Aerial Map.pdf
Attachment B - Site Plan.pdf
Attachment C - Precise Grade Agr.pdf
Attachment D - BMP Agreements.pdf

ATTACHMENT A



Aerial Image of
Wildomar Shooting Academy
(highlighted in yellow)

ATTACHMENT B

Wildomar Shooting Academy
Site Plan

PARKING CALCULATIONS

KCG Blue LLC
Wildomar Shooting Academy

	First Floor SF	29,286 SF
	Second Floor SF	5,503 SF
	Total SF	34,789 SF

Uses	Description	area SF	Parking Required	Parking Spaces	Notes	
First Floor	Range 1 pistol range	3,504 SF	1/1000	3.50	live fire	1000
	Range 2 pistol range	3,504 SF	1/1000	3.50	live fire	1000
	Range 3 rifle range	4,443 SF	1/1000	4.44	live fire	1000
	Range 4-law enforcement	3,171 SF	1/1000	3.17	live fire	1000
	tactical training area	4,426 SF	1/1000	4.43	non live fire- simulated fire	1000
	Range Manager 1	120 SF	1/500	0.24		500
	Range Manager 2	120 SF	1/500	0.24		500
	Range Manager 3	84 SF	1/500	0.17		500
	Range Manager 4	111 SF	1/500	0.22		500
	Gun Storage	729 SF	1/1000	0.73		1000
	Gun Smith/ Gun Counter	233 SF	1/1000	0.23		1000
	Ammunition Storage/Counter	475 SF	1/1000	0.48		1000
	Shipping/ Receiving	591 SF	1/1000	0.59		1000
	Lobby	810 SF	1/500	1.62		500
	Reception	175 SF	1/500	0.35		500
	Sales	2,725 SF	1/200	13.63		200
	First Aid	142 SF	1/500	0.28		500
	Restrooms	599 SF	1/500	1.20		500
	Stair 1	311 SF	1/500	0.62		500
	Stair 2	311 SF	1/500	0.62		500
	Elevator	61 SF	1/500	0.12		500
	Offices	560 SF	1/250	2.24		250
	Offices	443 SF	1/250	1.77		250
	Circulation	1,638 SF	1/500	3.28		500
	Total SF First Floor	**29,286 SF**			27648	

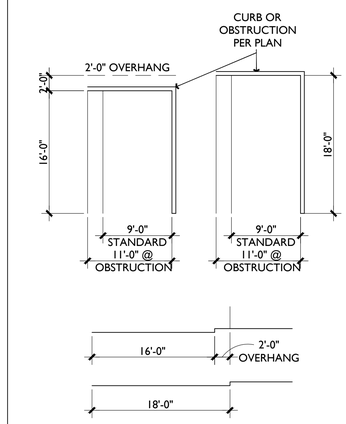
Second Floor	Restrooms	544 SF	1/500	1.09		500
	Employee Restrooms	292 SF	1/500	0.58		500
	Classroom 1	387 SF	1/250	1.55		250
	Classroom 2	295 SF	1/250	1.18		250
	Classroom 3	260 SF	1/250	1.04		250
	Employee Lounge	404 SF	1/500	0.81		500
	VIP Lounge & VIP Storage	755 SF	1/500	1.51		500
	Kitchen	358 SF	1/500	0.72		500
	Lounge	551 SF	1/500	1.10		500
	Circulation	1,657 SF	1/500	3.31		500
					3,846	
	Total SF Second Floor	**5,503 SF**				
	Total SF BUILDING	**34,789 SF**	**Min Req'd Spaces**	**60.57**	**Calculated parking requriements per City of Wildomar Parking Design Standards 17.188.030**	
	Total of ADA spaces required			**4**	**per City of Wildomar sec. 17.188.050**	
	Total Number of Van Accessible spaces required			**1**	**per City of Wildomar sec. 17.188.050**	
	Total Calculated parking spaces required excluding ADA			**55.39**	**Parking Spaces**	
	Spaces Provided			**77.00**	**Parking spaces provided**	
	Required Spaces	**34,789 SF**	**1/500**	**69.58**	**Parking Required**	500 **using a blended rate of 1 per 500 SF**
	Total of ADA spaces required			**4**	**per City of Wildomar sec. 17.188.050**	
	Total Number of Van Accessible spaces required			**1**	**per City of Wildomar sec. 17.188.050**	
	Total of parking spaces 1 per 500 SF less ADA requirements:			**64.40**	**Parking Spaces**	
	Parking Provided Overall including ADA spaces:			**77**	**parking spaces provided (effective rate 1/451 SF gross area)**	

DESIGNATED PARKING FOR CLEAN AIR VEHICLES (CGBSC 5.106.5.2):
PER TABLE 5.106.5.2 FOR 77 TOTAL PARKING STALLS
8 TOTAL CLEAN AIR VEHICLE STALLS SHALL BE PROVIDED
TOTAL PROVIDED 8 STALLS

ELECTRIC VEHICLE CHARGING (CGBSC 5.106.5.3):
PER TABLE 5.106.5.3.3 FOR 77 TOTAL PARKING STALLS
5 TOTAL ELECTRIC VEHICLE STALLS SHALL BE PROVIDED
TOTAL PROVIDED = 5 STALLS
(3 STANDARD, 1 VAN ACCESSIBLE, 1 STANDARD ACCESSIBLE)

BICYCLE PARKING (CGBSC 5.106.4):
SHORT TERM BICYCLE PARKING = 5% OF VISITOR PARKING STALLS
LONG TERM BICYCLE PARKING = 5% OF TENANT-OCCUPANT STALLS
77 TOTAL STALLS X 5% = 4 TOTAL BICYCLE PARKING STALLS REQ.
TOTAL PROVIDED = 6 STALLS
(2 LONG TERM, 4 SHORT TERM = 7.8%)

PARKING STALL DETAILS



PROJECT CONTACTS

OWNER:	KCG BLUE LLC 5758 GEARY BOULEVARD #541 SAN FRANCISCO, CA. 94121 (760)846-9760 CONTACT: DONNY MACLEAN II
ARCHITECT:	SUMMA ARCHITECTURE 5256 SOUTH MISSION ROAD SUITE 404 BONSALL, CA. 92003 (760)724-1198 CONTACT: ERICK VAN WECHEL
CIVIL ENGINEER:	4M ENGINEERING AND DEVELOPMENT 41635 ENTERPRISE CIRCLE NORTH, SUITE B TEMECULA, CA. 92590 (951)296-3466 CONTACT: KIM MORING

SITE AREA ANALYSIS

SITE AREA:
2.33 ACRES GROSS (101,495 S.F.)

BUILDING AREA:

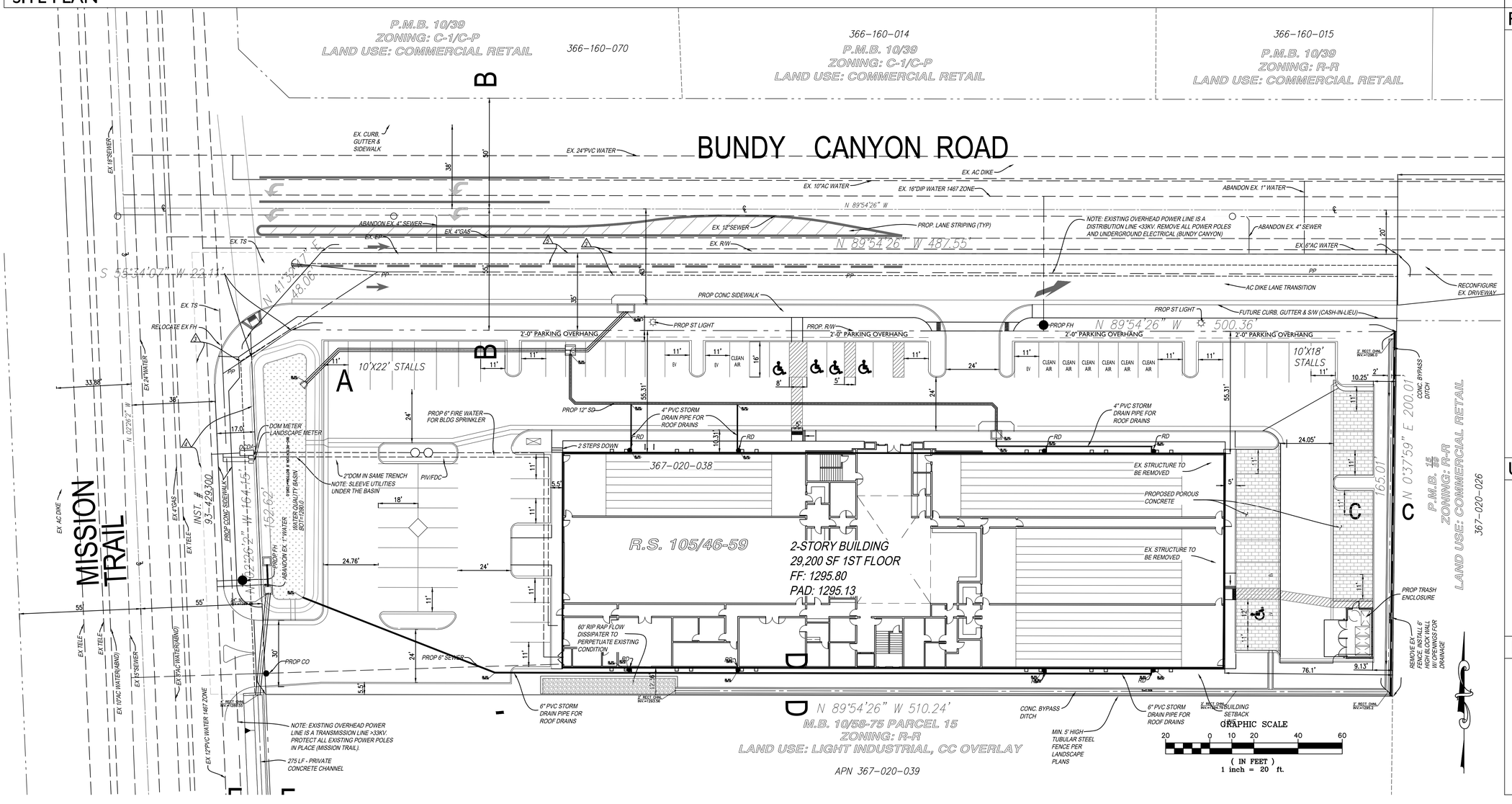
FIRST FLOOR -	29,286 S.F.
SECOND FLOOR -	5,503 S.F.
TOTAL BUILDING AREA -	34,789 S.F.

LOT COVERAGE:
28.8% (29,286 S.F. / 101,495 S.F.)

FAR (FLOOR AREA RATIO):
0.34 (34,789 S.F. / 101,495 S.F.)

PROVIDED PARKING RATIO:
2.47 STALLS / 1,000 S.F.

SITE PLAN



PROJECT INFORMATION

LEGAL DESCRIPTION:
LOT: 115 TRACT NO. 1, ABBREVIATED DESCRIPTION: LOT 115 SUBD: SEDCO TRACT #1, 2.33 ACRES M/L IN POR LOT 115 MB010/ 058 SEDCO TRACT 1

APN: 367-020-038

PROJECT ADDRESS:
34020 MISSION TRAIL
WILDOMAR, CA. 92595

ZONING: R-R (GP = LI)

EXISTING USE:
VACANT - (EXISTING HOUSE TO BE DEMOLISHED)

PROPOSED USE:
INDOOR GUN RANGE/ TACTICAL LAW ENFORCEMENT TRAINING CENTER

CODES:
CALIFORNIA BUILDING CODE 2016 EDITION
CALIFORNIA MECHANICAL CODE 2016 EDITION
CALIFORNIA ELECTRICAL CODE 2016 EDITION
CALIFORNIA FIRE CODE 2016 EDITION

TYPE OF CONSTRUCTION:

SPRINKLERS: FULLY SPRINKLERED, NFPA 15 COMPLIANT

SITE AREA: 2.33 ACRES

STORIES: TWO STORY

BUILDING HEIGHT: 38'-0"

SCHOOL DISTRICT:

UTILITY PURVEYORS

WATER: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

SEWER: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

GAS: SOUTHERN CALIFORNIA GAS COMPANY

ELECTRIC: SOUTHERN CALIFORNIA EDISON

TELEPHONE:

TRASH: WASTE MANAGEMENT

INDEX TO DRAWINGS

ARCHITECTURE:

A-SP CONCEPTUAL SITE PLAN
A-1 CONCEPTUAL BUILDING PLANS - FIRST FLOOR PLAN
A-2 CONCEPTUAL BUILDING PLANS - SECOND FLOOR PLAN
A-3 CONCEPTUAL BUILDING PLANS - ROOF PLAN
A-4 CONCEPTUAL BUILDING ELEVATIONS
A-5 CONCEPTUAL TRASH ENCLOSURE
A-6 CONCEPTUAL BUILDING PERSPECTIVES

WILDOMAR, CA

CONCEPTUAL SITE PLAN

KCG BLUE, LLC.
5758 GEARY BLVD. #541
SAN FRANCISCO, CA
(760) 846-9760

WILDOMAR SHOOTING ACADEMY

November 6, 2019

SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com 760.724.1198

A-SP

ATTACHMENT C

Precise Grading Agreement
Grading Bond
Grading Bond Estimate

AGREEMENT
FOR PRECISE GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, **KCG Blue, LLC, hereinafter called Landowner**.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **Wildomar Shooting Academy** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **Fifty Two Thousand and 00/100 Dollars ($52,000.00),** which covers precise grading only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
KCG Blue, LLC
Don Maclean
5758 Geary Boulevard #541
San Francisco, CA 94121
(760) 846-9760

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

_____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(Precise Grading)

FOR:

Precise Grading
$ 52,000.00

Tract No.

Premium
$

Parcel Map No.

Bond No.

Surety

Principal
KCG Blue, LLC

Address

Address
5758 Geary Blvd. $541

City/State

City/State
San Francisco, CA

Zip

Zip
94121

Phone

Phone
(760) 846-9760

WHEREAS, the City of Wildomar, Riverside County, State of California, and _____ (hereinafter designated as ("principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map) _____, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and _____, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of _____ Dollars ($ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Wildomar, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety. When the work covered by the agreement is complete as determined by the City of Wildomar, the City will release the obligation of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____.

NAME OF PRINCIPAL _____

_____

AUTHORIZED SIGNATURE(S): _____ _____
By: Title

_____ _____
Title

_____ _____
Title
(If Corporation, Affix Seal)

NAME OF SURETY: _____

AUTHORIZED SIGNATURE: _____ _____
Its Attorney-in-Fact Title
(If Corporation, Affix Seal)

Attach Notarial Acknowledgment Of Signatures Of Principal And Attorney-In-Fact.

City of Wildomar
Grading Bond Estimate Worksheet
KCG Blue, Wildomar Shooting Academy

Parcel Map/Tract Map No: SEDCO TRACT MAP NO. 1/POR. LOT 115 Date: 12/4/2021
PP, CU, PU, MS OR VL No: CUP 19-0093 City Project No: #22-0050

Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 10,000.00	$ 10,000.00
	LS	Temporary Facilities and Utilities		$ -
		Demolition and Removal		
2	AC	Clearing and Grubbing	$ 5,000.00	$ 10,000.00
		Rough Grading		
7,284	CY	Mass Excavation (Import + Export)	$ 1.75	$ 12,747.00
-	CY	Import and Export Material		$ -
		Erosion Control		
	LF	Place Gravel Bags 2 Course High		$
1,284	LF	Silt Fence	$ 7.50	$ 9,630.00
2	EA	Install Stabilized Construction Entrance	$ 2,400.00	$ 4,800.00
	LF	Place Gravel Bags to Prevent Scour		$ -
3	EA	Place Gravel Bags to Protect Catch Basin	$ 40.00	$ 120.00
		10% Contingency		$ 4,729.70
		Total		$ 52,000.00

Signature

12/8/2021
Date

KIRK R. MEDEIROS
Name (type or printed)

86558
RCE No.

3/31/2023
Expiration Date



Civil Engineer's Stamp

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans.
2. Show Performance Bond Amounts to the nearest $500.00.
3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

ATTACHMENT D

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

and

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT (PRIVATELY MAINTAINED BMPs)

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT (CFD MAINTAINED BMPs)

THIS AGREEMENT, made and entered into this 12th day of October, 2022, by and between **KCG Blue, LLC** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 367-020-038, ,** as recorded by deed in the land records of Riverside County, California, Deed Book 10 Page 58, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as **Precise Grade Plans (Portions of Lot 115, Sedco Tract Map No. 1)**, as approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that provides for stormwater quality treatment within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2022-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD

Maintained Facilities.

4. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report. This section does not apply to any CFD Maintained Facilities.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary. This section does not apply to any CFD Maintained Facilities.

6. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This section does not apply to any CFD Maintained Facilities.

7. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule. This section does not apply to any CFD Maintained Facilities.

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

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

11. 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.

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

WITNESS the following signatures and seals:

KCG Blue, LLC
Company/Corporation/Partnership Name (Seal)

By:_____

Name:_____

Title: _____

_____
Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____

Daniel A. York Date
City Manager

ATTEST

_____ _____

Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____

Thomas D. Jex Date
City Attorney

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of October, 2022 , by and between **KCG Blue, LLC** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 367-020-038,** as recorded by deed in the land records of Riverside County, California, Deed Book 10, Page 58, (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan known as **Precise Grade Plans (Portions of Lot 115, Sedco Tract Map No. 1)**, as approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and

to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

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

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

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

WITNESS the following signatures and seals:

KCG Blue, LLC
Corporation (Seal)

By: _____
Name: _____
Title: _____

_____

Company/Corporation/Partnership Name

By:_____

Name:_____

Title:_____

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

CITY OF WILDOMAR

_____ _____
Daniel A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: October 12, 2022

SUBJECT: Sixth Amendment to the Professional Services Agreement with Parsons Transportation Group for Bundy Canyon Road Project

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke, Senior Project Manager

ACTION:
Authorize City Manager to execute the Sixth Amendment with the Parsons Transportation Group for Engineering Services for Segment 2 of the Bundy Canyon Road Project in the amount of $64,700.

SUMMARY:
The City previously entered into a professional services agreement and previous amendments with Parsons Transportation Group (Parsons) to provide various environmental, design and construction services for the Bundy Canyon Road Improvement Project (Project). Staff is pursuing the preparation of design and environmental documents to construct Segment 2 of the Project (Segment 2). At staff's request, Parsons submitted a proposal to provide requested initial services as an amendment to their current agreement.

BACKGROUND:
The City and Parsons entered into a Professional Services Agreement (Agreement) on September 10, 2014 to prepare construction and environmental documents for the Improvement of Bundy Canyon Road from Cherry Street to the eastern City limits. Previous amendments to the Agreement have been approved by the City Council to provide required additional services necessary to construct Segment 1 of the Project from Cherry Street to 1200 feet east of Oak Canyon Drive and to prepare plan revisions and updates to accommodate an SB 821 Grant to provide sidewalk and bike lanes. The original contract amount and subsequent amendments resulted in a total contract amount of $1,311,563.71.

DISCUSSION:
Staff is beginning the development of construction and environmental documents for the construction of Segment 2 of the Project from 1200' east of Oak Canyon to The Farm Road. To start this process, staff requested a proposal from Parsons to perform required initial

services including processing of Regulatory Permits from the various regulatory agencies, utility coordination, preparing an environmental checklist required by FEMA to process a proposed Office of Emergency Services (OES) grant, and a design review to recommend cost saving project revisions. Attachment A is the proposed Sixth Amendment to the Agreement and includes Parsons' proposed scope of work with a total additional fee amount of $64,700. Upon completion of these initial services, additional services will be required to complete the final construction documents.

Staff recommends that the City Council authorize the City Manager to execute the Sixth Amendment to the Professional Services Agreement with Parsons Transportation Group.

FISCAL IMPACT:
Funding for the services has been included in the Capital Improvement Program for the 2022-23 FY as approved by the City Council. Funding will be from the available TUMF funds for Bundy Canyon Road.

ACCOUNT CODE:
Project: CIP 026-2
Fund No: 503-909-0002-52115
Phase:

- Environmental = $49,500
- Design / PS&E = $15,200

ATTACHMENTS:
A - Sixth Contract Amendment.pdf

SIXTH AMENDMENT TO
DESIGN PROFESSIONAL SERVICES AGREMENT FOR ENGINEERING SERVICES FOR THE BUNDY CANYON ROAD IMPROVEMENT PROJECT

by and between

the

CITY OF WILDOMAR

and

PARSONS TRANSPORTATION GROUP Inc.

Dated October 12, 2022

SIXTH AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE BUNDY CANYON ROAD IMPROVEMENT PROJECT

This Sixth Amendment to Agreement for Design Professional Services ("Sixth 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 Parsons Transportation Group, Inc., a State of Illinois Corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered in an agreement for Design Professional services on September 10, 2014 ("Agreement"). The Agreement provides that Service Provider will perform engineering services.

B. City and Design Professional approved a First Amendment to Agreement for additional Design Professional Services on October 12, 2016.

C. City and Design Professional approved a Second Amendment to Agreement for additional Design Professional Services on September 19, 2018.

D. City and Design Professional approved a Third Amendment to Agreement for additional Design Professional Services on September 11, 2019.

E. City and Design Professional approved a Fourth Amendment to Agreement for additional Design Professional Services on October 28, 2021.

F. City and Design Professional approved a Fifth Amendment to Agreement for additional Design Professional Services on July 13, 2022.

G. Sections 2 and 4 of the Agreement provide the Scope and Cost for the performance of the services, respectively.

H. This Sixth Amendment amends Section 2 to provide that the Service Provider provide additional design and environmental services for Segment 2 from 1600' east of Oak Canyon Drive to 600' east of The Farm Road.

G. This Sixth Amendment amends Section 4 to increase the agreement cost to $1,376,262.71.

OPERATIVE PROVISIONS

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

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

1.1 **Scope of Services & Schedule of Performance.** Exhibit 'A', Scope of Services, of Section 2 of the Agreement is hereby amended to add as follows:

a. Additional services, as detailed in Exhibit 'A' attached to this amendment.

1.2 **Compensation and Method of Payment.** Section 4 of the Agreement is hereby amended as follows:

a. The second sentence in Section 4(a) is hereby amended to read as follows:

> The total compensation, including reimbursement for actual expenses, shall not exceed one million three hundred seventy six thousand two hundred sixty two dollars and seventy one cents ($1,376,262.71), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

b. Exhibit 'B' Compensation is hereby modified to add as follows:

i. Design & Environmental Services: $64,700.00

2. GENERAL PROVISIONS.

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this Sixth Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This Sixth 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 Sixth Amendment.

2.3 **Effective Date**. This Sixth 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 Sixth Amendment.

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

IN WITNESS WHEREOF, the parties hereto have executed this Sixth 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

PARSONS TRANSPORTATION GROUP, Inc.

By:_____
Name: Rick McAlpin
Title: Vice President

By:_____
Name:_____
Title: _____

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.

_____
(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

RIV #4845-1206-0416 v1

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.

_____

(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

RIV #4845-1206-0416 v1

EXHIBIT "A"

Amended Scope of Work
For CIP 28-2 Bundy Canyon Road Improvement Project (Segment 2)

A. Initial Design Development Phase (Segment 2)

The purpose of this Phase is to reevaluate the project requirements and develop cost saving ideas for Bundy Canyon Road Improvement project (Segment 2: from 1,400' East of Oak Canyon Road to The Farm Road).

Work will be performed according to the Design Development Scope discussed as follows:

- Meet with City staff to discuss the existing 100% plans dated April 2019 plans and receive initial staff input (5 hours)
- Review and analyze the Segment 2 plans and develop a list of potential project revisions (75 hours)

Exclusion: Quantity take off and construction cost estimates

Deliverable: Summary of Proposed Design Revisions

B. Utility Coordination (Segment 2)

Parsons shall continue coordination effort with all wet and dry 3rd party utility owners and as follows:

- Request latest facility as-built information (5 hours)
- Identify all potential utility conflicts with project design (15 hours)
- Prepare utility coordination tracking spreadsheet (20 hours)

Assumptions:

Total of 8-month coordination effort is anticipated prior to begin of Segment 2 design phase.

C. Environmental Permitting (Segment 2)

Parsons shall coordinate, prepare, submit, and secure approvals from resource agencies for the following Segment 2 regulatory permit application packages:

- Section 404 U.S. Army Corps of Engineers Permit (70 hours)
- Section 401 Water Quality Standards Certification (70 hours)
- Section 1602 California Department of Fish and Wildlife (CDFW) (70 hours)

Deliverables: Approved Section 404 permit, 401 permit and Section 1602 CDFW permit

D. Complete FEMA EHP Checklist and Required Information

Parsons to assist the City with its application for the Federal Emergency Management Agency (FEMA) Flood Mitigation Grant by providing the information necessary to meet NEPA requirements for Segment 2. Consultant shall submit the necessary information to the City for submission to FEMA for their review and approval using the Hazard Mitigation Assistance Grants' Environmental and Historic Preservation Information Checklist provided by the Governor's Office of Emergency Services (Cal OES).

The checklist details the minimum needed for the Federal Emergency Management Agency (FEMA) to carry out Environmental and Historic Preservation (EHP) review of a Hazard Mitigation Assistance (HMA) grant including the following:

- Coordinate with engineers to obtain plans and engineering information needed for the checklist (25 hours)
- Compile information to show project compliance with the NHPA, ESA, WC, CWA, RHA, Floodplain and Wetlands and EJ EOs, CZMA, FPPA, RCRA, CERCLA, and other environmental and historic preservation regulations. While we may use the EIR for the project to obtain some of the information, there will be a need for additional research on the project site and the proposed improvements (55 hours)
- Complete field visits to obtain necessary photographs to document "existing" conditions for on-site vegetation (including a tree survey) and impacted structures (15 hours)
- Complete EHP checklist (10 hours)
- Respond to additional information requests from the City and FEMA (15 hours)

Deliverable: Completed Environmental and Historic Preservation Information Checklist.

EXHIBIT B

AMENDMENT No. 6

TASK SUMMARY

Tasks	Total Hours	Billing Rates	Total Cost
Prepare and develop summary of Proposed Segment 2 Design Revisions	80	$ 115.00	$ 9,200.00
A. Initial Design Development Phase	**80**		**$ 9,200.00**
8-month utility coordination effort	40	$ 150.00	$ 6,000.00
B. Utility Coordination	**40**		**$ 6,000.00**
Prepare regulatory permit application packages	150	$ 150.00	$ 22,500.00
Address permit review comments	60	$ 150.00	$ 9,000.00
C. Environmental Permitting (Segment 2)	**210**		**$ 31,500.00**
Prepare and complete Environmental and Historic Preservation Information Checklist	120	$ 150.00	$ 18,000.00
D. Complete FEMA EHP Checklist and Required Information	**120**		**$ 18,000.00**
	Total Amendment No. 6		**$ 64,700.00**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: October 12, 2022

SUBJECT: Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag, Senior Engineer

ACTION:
Approve Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force (Amendment), as of June 30, 2022.

SUMMARY:
The City is part of the Lake Elsinore and Canyon Lake TMDL Task Force, which is made up of several different member agencies. The Task Force operates under an agreement between the members with the purpose of achieving and demonstrating required compliance with water quality goals in Lake Elsinore and Canyon Lake. This amendment extends the expiration date of the Task Force agreement.

BACKGROUND:
In 1998, the Santa Ana Regional Water Quality Control Board (Regional Board) designated Lake Elsinore and Canyon Lake as “impaired water bodies” because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore. As a result of this designation, the Regional Board amended the Water Quality Control Plan for the Santa Ana River Basin (Basin Plan) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies an Implementation Plan, which holds specified stake holders (Task Force Agencies) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law.

A Task Force Agreement was originally approved in 2006 prior to the City of Wildomar’s incorporation and was amended in 2009. Subsequently, a new agreement was approved in 2012 (Agreement) (Attachment A) and included the City of Wildomar for the first time. The Agreement outlines the activities and implements certain tasks required by the Implementation Plan, pursues TMDL related tasks agreed upon by the Task Force Agencies, specifies the

representation on the Task Force, establishes the Lake Elsinore and San Jacinto Watersheds Authority as the Task Force Administrator, and specifies how the costs will be shared among the Task Force Agencies. Each agency has one representative on the Task Force and receives one vote per $1,000 of cost share assigned to the agency.

DISCUSSION:
The current Agreement's expiration date, which was extended by two prior amendments (Amendment No. 1 and Amendment No. 2), was June 30, 2022. Earlier this year, the TMDL Task Force began the process to amend and extend the Agreement for another five years, to June 30, 2025. This amendment is presented as Amendment No. 3 to the Agreement (Amendment) and is included as Attachment B. The Amendment also contains a provision that stipulates the option that the Agreement, while still in full effect, may be extended an additional two years, to June 30, 2027, by means of Administrative Action by the Task Force Administrator.

To continue as a member of the TMDL Task Force, the City must agree to and execute Amendment No. 3. Choosing not to approve the Amendment would remove the City from the TMDL Task Force and significantly increase the City's costs to comply with the Regional Board's water quality goals for Lake Elsinore.

FISCAL IMPACT:
Approving the Amendment and extending the agreement will require that the City continue to cost share in the TMDL Task Force and continue to spend staff time participating in the Task Force for the term of the Agreement. These costs have been accounted for and included in the approved FY 2022/2023 budget and are accounted for in the regular operating budget.

ATTACHMENTS:
A - Agreement and Amendments 1 & 2
B - Amendment No. 3

FINAL 6/18/12

AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE

This Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "AGREEMENT") is made and effective this **18th day of June, 2012** by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

- California Department of Fish and Game
- California Department of Transportation
- City of Beaumont
- City of Canyon Lake
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Wildomar
- County of Riverside
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- March Joint Powers Authority
- Riverside County Flood Control and Water Conservation District
- U.S. Air Force (March Air Reserve Base)
- Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin)

I. RECITALS

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter "Regional Board") designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the "Watersheds") as "impaired water bodies" pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (Nutrients). As a result of said Section 303 designation, the Clean Water Act and California's Non-point Source Pollution Control Plan requires that total maximum daily loads (hereinafter "TMDLs") be established by the Regional Board for these waterbodies;

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan, which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science;

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter "TASK FORCE") to implement certain tasks identified in the TMDL Implementation Plan and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES;

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL Implementation Plan Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act 303(d) list of impaired water bodies;

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL Implementation Plan;

F. Whereas, the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of participating agricultural and dairy operators within the San Jacinto Watershed;

G. Whereas, WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed;

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force on federal lands and, as an agency of the federal government, is therefore subject to limitations in its ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB to participate directly in sampling, research or data gathering activities which are not located on or near MARB lands or a point source of water discharge arising on MARB lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB does not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB agrees that State and federal regulatory agencies that are or may become members of this TASK FORCE have regulatory authority over MARB only to the extent permitted by State or Federal Law;

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE;

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the MS4 PRINCIPAL PERMITTEE for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County;

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Menifee, Wildomar are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County;

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed;

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the Regional Board and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore;

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as MS4 PRINCIPAL PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT;

O. Whereas, the TMDL assigned nutrient waste load allocations for Supplemental Water addition to Lake Elsinore to stabilize the Lake's elevation;

P. Whereas, the nutrient waste load allocation for Supplemental Water, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of Supplemental Water;

Q. Whereas, the assumptions regarding load allocations for Supplemental Water may not be consistent with the actual operation of Supplemental Water sources;

R. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of Supplemental Water addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement",

S. Whereas, for the purposes of this Agreement, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this Agreement attributed to EVMWD for Supplemental Water addition;

T. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT;

U. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands;

V. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL Implementation Plan, to correct the load allocation and waste load allocations to properly address the impacts of Supplemental Water on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL Implementation Plan; and

W. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, and on the condition that funding requirements under this AGREEMENT do not violate the Anti-deficiency Act, and provided that the TASK FORCE AGENCIES agree to relocate the proposed monitoring station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.

2. Representation on the Task Force.

   a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES

shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this Agreement within the meaning of this section:

Any other named stakeholder in any future amendments of the BASIN PLAN AMENDMENT.

_____.

c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting , Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under State and Federal law.

d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both participating agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests; the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.

e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.

f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:

(1) Organizing and facilitating TASK FORCE meetings;
(2) Secretarial, clerical, and administrative services;
(3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
(4) Retaining TASK FORCE-authorized consultants; and
(5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.
(6) Possible administrator of future pollutant trading (water quality trading) agreements.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

(i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.

(ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.

(iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a Quorum.

(iv) Voting. Actions of the TASK FORCE shall be validly taken only when a Quorum is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:

Each TASK FORCE AGENCY shall have one vote assigned for each $1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE Budget developed for a given fiscal year. A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total votes based on the Budget for the fiscal year during which the action is taken.

(v) All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this Agreement.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this Agreement.

3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:

a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make

recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews.

b. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this Agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.

c. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll A and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Lake monitoring and management of lake monitoring data shall be deferred based on agreement with the Regional Board. Thereafter, an annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.

d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Implement a Plan to Reduce Nutrients from sediments in Lake Elsinore and Canyon Lake. The projects will be based on prepared plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of Nutrients from lake sediments as a long-term strategy for control of Nutrients in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion Date: July 1, 2015 (Interim TMDL targets) July 1, 2020 (Final TMDL targets).

e. TMDL IMPLEMENTATION PLAN Task 11 - Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: December 31, 2018.

f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant (Water Quality) Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: December 31, 2012.

g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: December 31, 2012.

h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this Agreement.

i. Limitations on MARB. As described above in Section I.h., MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.

4. Budgets. The total Annual Budget, adjusted to remove in-kind services, grant funding and funding credits associated with this Agreement shall not exceed $800,000, except as authorized by the TASK FORCE via two-thirds approval via votes based on the Budget for the then current fiscal year pursuant to II.2.g. of this Agreement. The TASK FORCE ADMINSTRATOR shall prepare and submit a proposed Budget for each fiscal year of this Agreement to the TASK FORCE AGENCIES by November 30th. The proposed Budget shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE Representatives shall approve the Budget by December 31st. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE Budget and arrears by August 31st of the following year. The Budget for the fiscal year 2012- 2013 and estimate for fiscal year 2013- 2014 is included as Attachment A to the Agreement. Approval of this Agreement shall constitute approval of the Budget for fiscal year 2012- 2013. Payment of the fiscal year 2012- 2013 Budget shall be by August 31, 2012, or within 30 days of the approval of this Agreement by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the Budget consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's Budget.

After September 30th of each year, the TASK FORCE ADMINSTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than Budget, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise Budget based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:

A. TMDL TASK FORCE costs are identified within the Task Force Budget under Part A: Task Force Regulatory/Administrative Budget (see Exhibit "A") and starting in FY 13-14 shall be shared equally by the TASK FORCE AGENCIES .

B. TMDL TASK FORCE costs identified within the Task Force Budget under Part B: TMDL Implementation Project Budget (see Exhibit "A") shall be shared by the TASK FORCE AGENCIES, based upon participation in the individual program or project. The PRO-RATA SHARE for each TASK FORCE AGENCIES under Part B shall be per an amount agreed upon and/or in kind services among the participating parties.

C. The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in-kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for each Fiscal Year. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

Pro rata cost shares assigned to TASK FORCE AGENCIES who are not PARTIES to this Agreement shall be considered unfunded portions of the BUDGET and are addressed in Section II.4, paragraph 3 of this Agreement.

6. In-Kind Credits. The TASK FORCE shall accept in-kind contributions or credits for TASK FORCE work defined under this AGREEMENT per Section II.3 as agreed to annually by the TASK FORCE. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs unless deferred to a future budget year among the TASK FORCE AGENCIES with credits.

7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this Agreement may be modified upon written approval of all then existing TASK FORCE AGENCIES who's PRO-RATA SHARE would be affected.

8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this Agreement.

9. Nothing in this Agreement, nor the work set forth in this Agreement, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.).*

10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this Agreement, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any other TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE

    AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

    MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable as to each of the CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this Agreement, this Agreement may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this Agreement. CALTRANS, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this Agreement, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this Agreement, except as expressly provided herein.

14. Any notices, invoices, reports, correspondence, or other communication concerning this Agreement shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.

15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.

16. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.

17. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, except as to the March Air Reserve Base to whom federal law is applicable.

18. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.

20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this Agreement on behalf of such TASK FORCE AGENCY.

21. Duration of Agreement. This Agreement shall terminate **June 30, 2017** (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to withdraw from the TASK FORCE at any time, upon sixty (60) days prior written notice to the TASK FORCE. TASK FORCE contingency, projects, and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.

22. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

23. Amendment. This Agreement may not be amended except in a writing signed by all the TASK FORCE AGENCIES.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below:

Approved FY 2012-13 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

		Budget 2012-13
	Part A: Task Force Regulatory/Administrative Budget	
1.	**Task Force Administration**	$ 50,000
	Task Force Administrator (LESJWA)	
	Annual Water Quality Reporting and Database Management	
	Amend Task Force Agreement	
	Grant Preparation	
2.	**TMDL Compliance Expert**	$ 50,000
	Risk Sciences	
3.	**Pollutant Trading Program Development**	$ 60,000
	TBD	
4.	**Contingency** (approximately 10% of direct stakeholder expenses)	$ 16,000
	TMDL Task Force Regulatory/Administrative Budget	**$ 176,000**
	Part B: TMDL Implementation Project Budget	
1.	**TMDL Compliance Monitoring**	
	Watershed-wide Nutrient Monitoring Program	$ 85,000
	Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	$ 70,000
	Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	$ -
	Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	$ 15,000
	Stream gauge O&M (RCFC&WCD)	$ -
	Lake Elsinore Nutrient Monitoring Program	$ -
	Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	$ -
	Canyon Lake Nutrient Monitoring Program	$ -
	Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	$ -
2.	**Lake Elsinore Project Alternatives**	
	Aeration & Destratification System O&M (to be handled by separate agreement)	
	O&M	$ -
	Pollutant Trading Administration (3% of O&M Costs)	$ -
	Fishery Management O&M	$ -
	Carp Removal Program	$ -
	Pollutant Trading Administration (3% of O&M Costs)	$ -
3.	**Canyon Lake Project Alternatives**	$ 220,000
	Permitting	$ 30,000
	O&M Agreement	$ 20,000
	Detailed Design	$ 150,000
	Construction	$ -
	O&M	$ -
	Project Administration (10% of budgeted expenses)	$ 20,000
	Pollutant Trading Administration (3% of O&M Costs)	$ -
		$ -
		$ -
		$ -
	TMDL Task Force Implementation Budget	**$ 305,000**
	TMDL Task Force Budget :	**$ 481,000**

Task Force Agency Contributions Summary

Budget 2012-13

1. Task Force Agency Allocation	Administrative (Part A)	Project Implementation (Part B)	Total
MS4 Co-Permittees (Total)	**$ 105,600**	**$ 249,988**	**$ 355,588**
Riverside County	$ 18,981	$ 44,935	$ 63,916
City of Beaumont	$ 2,249	$ 5,324	$ 7,574
City of Canyon Lake	$ 1,958	$ 4,636	$ 6,595
City of Hemet	$ 13,087	$ 30,980	$ 44,067
City of Lake Elsinore	$ 6,955	$ 16,466	$ 23,421
City of Moreno Valley	$ 30,284	$ 71,691	$ 101,974
City of Murrieta	$ 375	$ 888	$ 1,263
City of Perris	$ 9,560	$ 22,632	$ 32,192
City of Riverside	$ 1,710	$ 4,047	$ 5,757
City of San Jacinto	$ 6,420	$ 15,197	$ 21,617
City of Menifee	$ 11,796	$ 27,925	$ 39,721
City of Wildomar	$ 2,225	$ 5,267	$ 7,492
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,800**	**$ 4,250**	**$ 13,050**
San Jacinto Agricultural Operators	**$ 8,800**	**$ 19,478**	**$ 28,278**
San Jacinto Dairy & CAFO Operators	**$ 8,800**	**$ 10,034**	**$ 18,834**
CALTRANS - freeway	**$ 8,800**	**$ 4,250**	**$ 13,050**
CA DF&G - San Jacinto Wetlands	**$ 8,800**	**$ 4,250**	**$ 13,050**
Eastern Municipal Water District	**$ 8,800**	**$ 4,250**	**$ 13,050**
March Air Reserve Base Joint Powers Authority	**$ 8,800**	**$ 4,250**	**$ 13,050**
US Air Force (March Air Reserve Base)	**$ 8,800**	**$ 4,250**	**$ 13,050**
Total Funding Required	**$ 176,000**	**$ 305,000**	**$ 481,000**

Notes:

Task Force Administration

a. Organize and facilitate TMDL TASK FORCE and TAC meetings,
b. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
c. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
d. Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
e. Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
f. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
g. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
h. Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

a. Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
b. Develop implementation strategy to address TMDL compliance with nutrient targets
c. Plan and prepare Basin Plan Amendment for TMDL
d. Sub-contract out pollutant trading agreement preparation by consultant

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses	Allocation
MS4 Co-Permittees	**$ 105,600**
Riverside County	$ 18,981
City of Beaumont	$ 2,249
City of Canyon Lake	$ 1,958
City of Hemet	$ 13,087
City of Lake Elsinore	$ 6,955
City of Moreno Valley	$ 30,284
City of Murrieta	$ 375
City of Perris	$ 9,560
City of Riverside	$ 1,710
City of San Jacinto	$ 6,420
City of Menifee	$ 11,796
City of Wildomar	$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,800**
San Jacinto Agricultural Operators	**$ 8,800**
San Jacinto Dairy & CAFO Operators	**$ 8,800**
CALTRANS - freeway	**$ 8,800**
CA DF&G - San Jacinto Wetlands	**$ 8,800**
Eastern Municipal Water District	**$ 8,800**
March Air Reserve Base Joint Powers Authority	**$ 8,800**
US Air Force (March Air Reserve Base)	**$ 8,800**
Funding Required	**$ 176,000**

Part B: TMDL Implementation Project Budget

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	**$ 51,000**
Riverside County	$ 9,167
City of Beaumont	$ 1,086
City of Canyon Lake	$ 946
City of Hemet	$ 6,320
City of Lake Elsinore	$ 3,359
City of Moreno Valley	$ 14,626
City of Murrieta	$ 181
City of Perris	$ 4,617
City of Riverside	$ 826
City of San Jacinto	$ 3,100
City of Menifee	$ 5,697
City of Wildomar	$ 1,075
Elsinore Valley Municipal Water District (EVMWD)	**$ 4,250**
San Jacinto Agricultural Operators	**$ 4,250**
San Jacinto Dairy & CAFO Operators	**$ 4,250**
CALTRANS - freeway	**$ 4,250**
CA DF&G - San Jacinto Wetlands	**$ 4,250**
Eastern Municipal Water District	**$ 4,250**
March Air Reserve Base Joint Powers Authority	**$ 4,250**
US Air Force (March Air Reserve Base)	**$ 4,250**
Funding Required	**$ 85,000**

Lake Elsinore Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Canyon Lake Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Lake Elsinore Project Alternatives

Aeration & Destratification System O&M

	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Lake Elsinore Project Alternatives

Fishery Management O&M

	Allocation
MS4 Co-Permittees	$ -
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -
San Jacinto Agricultural Operators	$ -
San Jacinto Dairy & CAFO Operators	$ -
CALTRANS - freeway	$ -
CA DF&G - San Jacinto Wetlands	$ -
Eastern Municipal Water District	$ -
March Air Reserve Base Joint Powers Authority	$ -
US Air Force (March Air Reserve Base)	$ -
Funding Required	**$ -**

Canyon Lake Project Alternatives

	Allocation
MS4 Co-Permittees	**$ 198,988**
Riverside County	$ 35,767
City of Beaumont	$ 4,238
City of Canyon Lake	$ 3,690
City of Hemet	$ 24,660
City of Lake Elsinore	$ 13,106
City of Moreno Valley	$ 57,065
City of Murrieta	$ 707
City of Perris	$ 18,015
City of Riverside	$ 3,221
City of San Jacinto	$ 12,097
City of Menifee	$ 22,228
City of Wildomar	$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators	**$ 15,228**
San Jacinto Dairy & CAFO Operators	**$ 5,784**
CALTRANS - freeway	
CA DF&G - San Jacinto Wetlands	
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	
US Air Force (March Air Reserve Base)	
	$ 220,000

***Cost formula*: based upon the 1:1 ratio of TP to TN contributions from urban and agricultural runoff as projected in the respective Riverside County Comprehensive Nutrient Reduction Plan and San jacinto Agricultural Nutrient Reduction Plan**

Task Force Agency Contributions Detailed Tables

	Allocation
MS4 Co-Permittees (Total)	**$ 355,588**
Task Force Regulatory/Administrative Expenses	$ 105,600
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 51,000
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 198,988
Riverside County	**$ 63,916**
Task Force Regulatory/Administrative Expenses	$ 18,981
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 9,167
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 35,767
	$ -
City of Beaumont	**$ 7,574**
Task Force Regulatory/Administrative Expenses	$ 2,249
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 1,086
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 4,238
	$ -
City of Canyon Lake	**$ 6,595**
Task Force Regulatory/Administrative Expenses	$ 1,958
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 946
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 3,690

City of Hemet	**$**	**44,067**
Task Force Regulatory/Administrative Expenses	$	13,087
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	6,320
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	24,660
City of Lake Elsinore	**$**	**23,421**
Task Force Regulatory/Administrative Expenses	$	6,955
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	3,359
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	13,106
City of Moreno Valley	**$**	**101,974**
Task Force Regulatory/Administrative Expenses	$	30,284
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	14,626
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	57,065
City of Murrieta	**$**	**1,263**
Task Force Regulatory/Administrative Expenses	$	375
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	181
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	707

City of Perris	**$**	**32,192**
Task Force Regulatory/Administrative Expenses	$	9,560
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,617
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	18,015
City of Riverside	**$**	**5,757**
Task Force Regulatory/Administrative Expenses	$	1,710
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	826
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	3,221
City of San Jacinto	**$**	**21,617**
Task Force Regulatory/Administrative Expenses	$	6,420
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	3,100
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	12,097
City of Menifee	**$**	**39,721**
Task Force Regulatory/Administrative Expenses	$	11,796
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	5,697
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	22,228

City of Wildomar	**$**	**7,492**
Task Force Regulatory/Administrative Expenses	$	2,225
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	1,075
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	4,193
Elsinore Valley Municipal Water District (EVMWD)	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
San Jacinto Agricultural Operators	**$**	**28,278**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	15,228
San Jacinto Dairy & CAFO Operators	**$**	**18,834**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	5,784

CALTRANS - freeway	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
CA DF&G - San Jacinto Wetlands	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
Eastern Municipal Water District	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
March Air Reserve Base Joint Powers Authority	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
US Air Force (March Air Reserve Base)	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
Total:	**$**	**481,000**

PROJECTED - Task Force Agency Contributions through FY 2010-11

	Cummulative Credit / (Debit)
MS4 Co-Permittees (Total)	**$ 359,205**
Riverside County	$ 72,513
City of Beaumont	$ 5,009
City of Canyon Lake	$ 5,384
City of Hemet	$ 33,909
City of Lake Elsinore	$ 106,017
City of Moreno Valley	$ 77,550
City of Murrieta	$ 2,247
City of Perris	$ 23,561
City of Riverside	$ 3,642
City of San Jacinto	$ 15,348
City of Menifee	$ 11,798
City of Wildomar	$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	**$ 91,830**
San Jacinto Agricultural Operators	**$ 28,985**
San Jacinto Dairy & CAFO Operators	**$ 16,452**
CALTRANS - freeway	**$ -**
CA DF&G - San Jacinto Wetlands	**$ -**
US Forest Service (USFS)	**$ -**
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Total Credits	**$ 855,677**

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses

	Budget 2013-14 Allocation	Budget 2014-15 Allocation	Budget 2015-16 Allocation
MS4 Co-Permittees	$ 99,000	$ 165,000	$ 165,000
Riverside County	$ 8,250	$ 13,750	$ 13,750
City of Beaumont	$ 8,250	$ 13,750	$ 13,750
City of Canyon Lake	$ 8,250	$ 13,750	$ 13,750
City of Hemet	$ 8,250	$ 13,750	$ 13,750
City of Lake Elsinore	$ 8,250	$ 13,750	$ 13,750
City of Moreno Valley	$ 8,250	$ 13,750	$ 13,750
City of Murrieta	$ 8,250	$ 13,750	$ 13,750
City of Perris	$ 8,250	$ 13,750	$ 13,750
City of Riverside	$ 8,250	$ 13,750	$ 13,750
City of San Jacinto	$ 8,250	$ 13,750	$ 13,750
City of Menifee	$ 8,250	$ 13,750	$ 13,750
City of Wildomar	$ 8,250	$ 13,750	$ 13,750
Elsinore Valley Municipal Water District (EVMWD)	$ 8,250	$ 13,750	$ 13,750
San Jacinto Agricultural Operators	$ 8,250	$ 13,750	$ 13,750
San Jacinto Dairy & CAFO Operators	$ 8,250	$ 13,750	$ 13,750
CALTRANS - freeway	$ 8,250	$ 13,750	$ 13,750
CA DF&G - San Jacinto Wetlands	$ 8,250	$ 13,750	$ 13,750
Eastern Municipal Water District	$ 8,250	$ 13,750	$ 13,750
March Air Reserve Base Joint Powers Authority	$ 8,250	$ 13,750	$ 13,750
US Air Force (March Air Reserve Base)	$ 8,250	$ 13,750	$ 13,750
Funding Required	**$ 165,000**	**$ 275,000**	**$ 275,000**

Part B: TMDL Implementation Project Budget

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program

	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ 51,000	$ 51,000	$ 51,000
Riverside County	$ 4,250	$ 4,250	$ 4,250
City of Beaumont	$ 4,250	$ 4,250	$ 4,250
City of Canyon Lake	$ 4,250	$ 4,250	$ 4,250
City of Hemet	$ 4,250	$ 4,250	$ 4,250
City of Lake Elsinore	$ 4,250	$ 4,250	$ 4,250
City of Moreno Valley	$ 4,250	$ 4,250	$ 4,250
City of Murrieta	$ 4,250	$ 4,250	$ 4,250
City of Perris	$ 4,250	$ 4,250	$ 4,250
City of Riverside	$ 4,250	$ 4,250	$ 4,250
City of San Jacinto	$ 4,250	$ 4,250	$ 4,250
City of Menifee	$ 4,250	$ 4,250	$ 4,250
City of Wildomar	$ 4,250	$ 4,250	$ 4,250
Elsinore Valley Municipal Water District (EVMWD)	$ 4,250	$ 4,250	$ 4,250
San Jacinto Agricultural Operators	$ 4,250	$ 4,250	$ 4,250
San Jacinto Dairy & CAFO Operators	$ 4,250	$ 4,250	$ 4,250
CALTRANS - freeway	$ 4,250	$ 4,250	$ 4,250
CA DF&G - San Jacinto Wetlands	$ 4,250	$ 4,250	$ 4,250
Eastern Municipal Water District	$ 4,250	$ 4,250	$ 4,250
March Air Reserve Base Joint Powers Authority	$ 4,250	$ 4,250	$ 4,250
US Air Force (March Air Reserve Base)	$ 4,250	$ 4,250	$ 4,250
Funding Required	**$ 85,000**	**$ 85,000**	**$ 85,000**

Lake Elsinore Nutrient Monitoring Program	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ 90,000	$ 90,000
Riverside County	$ -	$ 7,500	$ 7,500
City of Beaumont	$ -	$ 7,500	$ 7,500
City of Canyon Lake	$ -	$ 7,500	$ 7,500
City of Hemet	$ -	$ 7,500	$ 7,500
City of Lake Elsinore	$ -	$ 7,500	$ 7,500
City of Moreno Valley	$ -	$ 7,500	$ 7,500
City of Murrieta	$ -	$ 7,500	$ 7,500
City of Perris	$ -	$ 7,500	$ 7,500
City of Riverside	$ -	$ 7,500	$ 7,500
City of San Jacinto	$ -	$ 7,500	$ 7,500
City of Menifee	$ -	$ 7,500	$ 7,500
City of Wildomar	$ -	$ 7,500	$ 7,500
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ 7,500	$ 7,500
San Jacinto Agricultural Operators	$ -	$ 7,500	$ 7,500
San Jacinto Dairy & CAFO Operators	$ -	$ 7,500	$ 7,500
CALTRANS - freeway	$ -	$ 7,500	$ 7,500
CA DF&G - San Jacinto Wetlands	$ -	$ 7,500	$ 7,500
Eastern Municipal Water District	$ -	$ 7,500	$ 7,500
March Air Reserve Base Joint Powers Authority	$ -	$ 7,500	$ 7,500
US Air Force (March Air Reserve Base)	$ -	$ 7,500	$ 7,500
Funding Required	**$ -**	**$ 150,000**	**$ 150,000**

Canyon Lake Nutrient Monitoring Program	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ 97,059	$ 97,059
Riverside County	$ -	$ 8,824	$ 8,824
City of Beaumont	$ -	$ 8,824	$ 8,824
City of Canyon Lake	$ -	$ 8,824	$ 8,824
City of Hemet	$ -	$ 8,824	$ 8,824
City of Lake Elsinore	$ -	$ 8,824	$ 8,824
City of Moreno Valley	$ -	$ 8,824	$ 8,824
City of Murrieta	$ -	$ 8,824	$ 8,824
City of Perris	$ -	$ 8,824	$ 8,824
City of Riverside	$ -	$ 8,824	$ 8,824
City of San Jacinto	$ -	$ 8,824	$ 8,824
City of Menifee	$ -	$ 8,824	$ 8,824
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ 8,824	$ 8,824
San Jacinto Dairy & CAFO Operators	$ -	$ 8,824	$ 8,824
CALTRANS - freeway	$ -	$ 8,824	$ 8,824
CA DF&G - San Jacinto Wetlands	$ -	$ 8,824	$ 8,824
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ 8,824	$ 8,824
US Air Force (March Air Reserve Base)	$ -	$ 8,824	$ 8,824
Funding Required	**$ -**	**$ 150,000**	**$ 150,000**

Lake Elsinore Project Alternatives

Aeration & Destratification System O&M	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ -	$ -
Riverside County	$ -	$ -	$ -
City of Beaumont	$ -	$ -	$ -
City of Canyon Lake	$ -	$ -	$ -
City of Hemet	$ -	$ -	$ -
City of Lake Elsinore	$ -	$ -	$ -
City of Moreno Valley	$ -	$ -	$ -
City of Murrieta	$ -	$ -	$ -
City of Perris	$ -	$ -	$ -
City of Riverside	$ -	$ -	$ -
City of San Jacinto	$ -	$ -	$ -
City of Menifee	$ -	$ -	$ -
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	$ -	$ -	$ -
CALTRANS - freeway	$ -	$ -	$ -
CA DF&G - San Jacinto Wetlands	$ -	$ -	$ -
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ -	$ -	$ -
Funding Required	**$ -**	**$ -**	**$ -**

Lake Elsinore Project Alternatives

Fishery Management O&M

	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ -	$ -
Riverside County	$ -	$ -	$ -
City of Beaumont	$ -	$ -	$ -
City of Canyon Lake	$ -	$ -	$ -
City of Hemet	$ -	$ -	$ -
City of Lake Elsinore	$ -	$ -	$ -
City of Moreno Valley	$ -	$ -	$ -
City of Murrieta	$ -	$ -	$ -
City of Perris	$ -	$ -	$ -
City of Riverside	$ -	$ -	$ -
City of San Jacinto	$ -	$ -	$ -
City of Menifee	$ -	$ -	$ -
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	$ -	$ -	$ -
CALTRANS - freeway	$ -	$ -	$ -
CA DF&G - San Jacinto Wetlands	$ -	$ -	$ -
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ -	$ -	$ -
Funding Required	**$ -**	**$ -**	**$ -**

Canyon Lake Project Alternatives

Alum Addition

	Allocation	Allocation	Allocation
MS4 Co-Permittees	**$ 330,000**	**$ 407,000**	**$ 407,000**
Riverside County	$ 60,814	$ 75,004	$ 75,004
City of Beaumont	$ 7,206	$ 8,887	$ 8,887
City of Canyon Lake	$ 6,274	$ 7,739	$ 7,739
City of Hemet	$ 41,928	$ 51,711	$ 51,711
City of Lake Elsinore	$ 22,284	$ 27,484	$ 27,484
City of Moreno Valley	$ 97,025	$ 119,664	$ 119,664
City of Murrieta	$ -	$ -	$ -
City of Perris	$ 30,630	$ 37,777	$ 37,777
City of Riverside	$ 5,477	$ 6,755	$ 6,755
City of San Jacinto	$ 20,567	$ 25,367	$ 25,367
City of Menifee	$ 37,794	$ 46,612	$ 46,612
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	$ -	$ -	$ -
CALTRANS - freeway	$ -	$ -	$ -
CA DF&G - San Jacinto Wetlands	$ -	$ -	$ -
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ -	$ -	$ -
	$ 330,000	**$ 407,000**	**$ 407,000**

Task Force Agency Contributions Detailed Tables

	Allocation	Allocation	Allocation
MS4 Co-Permittees (Total)	**$ 480,000**	**$ 810,059**	**$ 810,059**
Task Force Regulatory/Administrative Expenses	$ 99,000	$ 165,000	$ 165,000
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 51,000	$ 51,000	$ 51,000
Lake Elsinore Nutrient Monitoring Program	$ -	$ 90,000	$ 90,000
Canyon Lake Nutrient Monitoring Program	$ -	$ 97,059	$ 97,059
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 330,000	$ 407,000	$ 407,000
Riverside County	**$ 73,314**	**$ 109,327**	**$ 109,327**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 60,814	$ 75,004	$ 75,004
City of Beaumont	**$ 19,706**	**$ 43,211**	**$ 43,211**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 7,206	$ 8,887	$ 8,887
City of Canyon Lake	**$ 18,774**	**$ 42,062**	**$ 42,062**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 6,274	$ 7,739	$ 7,739
City of Hemet	**$ 54,428**	**$ 86,035**	**$ 86,035**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 41,928	$ 51,711	$ 51,711

City of Lake Elsinore	**$ 34,784**	**$ 61,808**	**$ 61,808**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 22,284	$ 27,484	$ 27,484
City of Moreno Valley	**$ 109,525**	**$ 153,988**	**$ 153,988**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 97,025	$ 119,664	$ 119,664
City of Murrieta	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
City of Perris	**$ 43,130**	**$ 72,100**	**$ 72,100**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 30,630	$ 37,777	$ 37,777
City of Riverside	**$ 17,977**	**$ 41,079**	**$ 41,079**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 5,477	$ 6,755	$ 6,755
City of San Jacinto	**$ 33,067**	**$ 59,690**	**$ 59,690**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 20,567	$ 25,367	$ 25,367

City of Menifee	**$ 50,294**	**$ 80,936**	**$ 80,936**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 37,794	$ 46,612	$ 46,612
City of Wildomar	**$ 12,500**	**$ 25,500**	**$ 25,500**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ -	$ -
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ 12,500**	**$ 25,500**	**$ 25,500**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ -	$ -
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
San Jacinto Agricultural Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
CALTRANS - freeway	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -

CA DF&G - San Jacinto Wetlands	$ 12,500	$ 34,324	$ 34,324
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
Eastern Municipal Water District	$ 12,500	$ 25,500	$ 25,500
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ -	$ -
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ 12,500	$ 34,324	$ 34,324
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ 12,500	$ 34,324	$ 34,324
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
Total:	**$ 580,000**	**$ 1,067,000**	**$ 1,067,000**

DRAFT FY 2013-14 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

	Budget 2013-14	Budget 2014-15	Budget 2015-16
Part A: Task Force Regulatory/Administrative Budget			
Task Force Administration	$ 50,000	$ 50,000	$ 50,000
Task Force Administrator (LESJWA)			
Annual Water Quality Reporting and Database Management			
Amend Task Force Agreement			
Grant Preparation			
TMDL Compliance Expert	$ 50,000	$ 50,000	$ 50,000
Risk Sciences			
Update of Watershed and In-Lake Nutrient Models	$ -	$ 100,000	$ 100,000
Watershed Modeling		$ 100,000	$ 100,000
in-lake Modeling			
Review and Revision of Water Quality Objectives	$ 50,000	$ 25,000	$ 25,000
DO Target Adjustment		$ 25,000	$ 25,000
Contingency	$ 15,000	$ 50,000	$ 50,000
TMDL Task Force Regulatory/Administrative Budget	**$ 165,000**	**$ 275,000**	**$ 275,000**
Part B: TMDL Implementation Project Budget			
TMDL Compliance Monitoring			
Watershed-wide Nutrient Monitoring Program	$ 85,000	$ 85,000	$ 85,000
Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	$ 70,000	$ 70,000	$ 70,000
Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	$ -	$ -	$ -
Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	$ 15,000	$ 15,000	$ 15,000
Stream gauge O&M (RCFC&WCD)	$ -	$ -	$ -
Lake Elsinore Nutrient Monitoring Program	$ -	$ 150,000	$ 150,000
Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	$ -	$ 150,000	$ 150,000
Canyon Lake Nutrient Monitoring Program	$ -	$ 150,000	$ 150,000
Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	$ -	$ 150,000	$ 150,000
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M (to be handled by separate agreement)	$ -	$ -	$ -
O&M	$ -	$ -	$ -
Pollutant Trading Administration (3% of O&M Costs)	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Carp Removal Program	$ -	$ -	$ -
Pollutant Trading Administration (3% of O&M Costs)	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 330,000	$ 407,000	$ 407,000
Chemical Additions - Alum Dosing (2 applications annually)	$ 270,000	$ 270,000	$ 270,000
Consulting Support	$ 30,000	$ -	$ -
O&M Agreement	$ -	$ -	$ -
Detailed Design	$ -	$ -	$ -
Construction	$ -	$ -	$ -
Effectiveness Monitoring		$ 100,000	$ 100,000
O&M	$ -	$ -	$ -
Project Administration (10% of budgeted expenses)	$ 30,000	$ 37,000	$ 37,000
Pollutant Trading Administration (3% of O&M Costs)	$ -	$ -	$ -
TMDL Task Force Implementation Budget	**$ 415,000**	**$ 792,000**	**$ 792,000**
TMDL Task Force Budget :	**$ 580,000**	**$ 1,067,000**	**$ 1,067,000**

Task Force Agency Contributions Summary

Task Force Agency Allocation	Budget 2013-14 Total	Budget 2014-15 Total	Budget 2015-16 Total
MS4 Co-Permittees (Total)	**$ 480,000**	**$ 810,059**	**$ 810,059**
Riverside County	$ 73,314	$ 109,327	$ 109,327
City of Beaumont	$ 19,706	$ 43,211	$ 43,211
City of Canyon Lake	$ 18,774	$ 42,062	$ 42,062
City of Hemet	$ 54,428	$ 86,035	$ 86,035
City of Lake Elsinore	$ 34,784	$ 61,808	$ 61,808
City of Moreno Valley	$ 109,525	$ 153,988	$ 153,988
City of Murrieta	$ 12,500	$ 34,324	$ 34,324
City of Perris	$ 43,130	$ 72,100	$ 72,100
City of Riverside	$ 17,977	$ 41,079	$ 41,079
City of San Jacinto	$ 33,067	$ 59,690	$ 59,690
City of Menifee	$ 50,294	$ 80,936	$ 80,936
City of Wildomar	$ 12,500	$ 25,500	$ 25,500
Elsinore Valley Municipal Water District (EVMWD)	**$ 12,500**	**$ 25,500**	**$ 25,500**
San Jacinto Agricultural Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
San Jacinto Dairy & CAFO Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
CALTRANS - freeway	**$ 12,500**	**$ 34,324**	**$ 34,324**
CA DF&G - San Jacinto Wetlands	**$ 12,500**	**$ 34,324**	**$ 34,324**
Eastern Municipal Water District	**$ 12,500**	**$ 25,500**	**$ 25,500**
March Air Reserve Base Joint Powers Authority	**$ 12,500**	**$ 34,324**	**$ 34,324**
US Air Force (March Air Reserve Base)	**$ 12,500**	**$ 34,324**	**$ 34,324**
Total Funding Required	**$ 580,000**	**$ 1,067,000**	**$ 1,067,000**

Prop 84 Round 2 IRWM Funding

	Budget 2013-14	Budget 2014-15	Budget 2015-16
Canyon Lake Hybrid Treatment process - Phase 1	**$ -**	**$ 250,000**	**$ 250,000**
Total Grant Funding	**$ -**	**$ 250,000**	**$ 250,000**

Notes:

Task Force Administration

a. Organize and facilitate TMDL TASK FORCE and TAC meetings,
b. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
c. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
d. Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
e. Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
f. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
g. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
h. Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

a. Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
b. Develop implementation strategy to address TMDL compliance with nutrient targets
c. Plan and prepare Basin Plan Amendment for TMDL
d. Sub-contract out pollutant trading agreement preparation by consultant

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the dates shown adjacent their respective signatures. This Agreement becomes effective as of the date of the latest signature page received.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY

BY Mark Nuttall

TITLE LESJWA Authority Administrator

DATE 2/22/13

APPROVED AS TO FORM

BY for J.S. ALUF:
Attorney

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY

TITLE District Director - District 8

DATE 2/28/13

APPROVED AS TO FORM

BY
Attorney

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE 12-4-12

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY Jordan Ehrenkranz
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE 9/14/12

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE 7/10/12

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE 10/2/13

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

Approved as to Form

Joseph W. Fletcher, City Attorney

CITY OF MORENO VALLEY

BY Richard A. Stewart
Mayor

DATE 9/10/12

BY
City Clerk

DATE 9/10/12

APPROVED AS TO FORM

BY
City Attorney

DATE 9/5/12

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE August 21, 2012

Attest: A. Kay Kinson, City Clerk

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY Daryl R. Busch
Mayor, Daryl R. Busch

DATE 2/19/14

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF RIVERSIDE

BY _____
City Manager

DATE July 17, 2013

Attest: _____
City Clerk

APPROVED AS TO FORM

By _____
City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
Finance Director

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY 
Mayor

DATE 7-5-12

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE 12/17/12

COUNTY OF RIVERSIDE

BY JOHN TAVAGLIONE

DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

OCT 02 2012 3.3

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE 11.7.12

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE 7/26/18

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY Lori M. Stone

DATE 3/31/14

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

RECOMMENDED FOR APPROVAL:

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and
Water Conservation District
Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By _____
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Agreement to Form the Lake Elsinore
and Canyon Lake TMDL Task Force
9/11/12
KEC:blj

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____
SAMUEL C. MAHANEY, Col, USAFR
Commander, 452d Air Mobility Wing

DATE: 17 Dec 12

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE: _____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY _____

DATE: _____

ELSINORE VALLEY MUNICIPAL QUALITY WATER DISTIRCT

BY_____

DATE: _____

SANTA ANA REGIONAL WATER CONTROL BOARD

BY _____

DATE: _____

MARCH JOINT POWERS AUTHORITY (LESJWA)

BY_____

DATE: _____

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

BY _____

DATE: _____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE: _____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE 11-1-2012

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY Kt V. Blthl

DATE 6/18/12

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY Nancy C. Horton

DATE 7-25-2012

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

AMENDMENT NO. 1
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and therefore is set to expire on the date of June 30, 2017, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A), **hereby agree to the following changes:**

I. Extend the term of the Task Force Agreement to **June 30, 2020,** and

II. Stipulate the option that the Agreement, while still in full force and effect, may be extended an additional two years, to **June 30, 2022**, by means of Administrative Action by the Task Force Administrator.

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 1 may be executed in original counterparts, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY _____
Mark Norton, LESJWA Authority Administrator Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF BEAUMONT

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF CANYON LAKE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF HEMET

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF LAKE ELSNIORE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MENIFEE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MORENO VALLEY

By:_____
Mayor

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MURRIETA

By:_____
Mayor

Date:_____

ATTEST:

By_____
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF PERRIS

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF RIVERSIDE

By:_____
City Manager

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF SAN JACINTO

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF WILDOMAR

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

Recommended for Approval:

COUNTY OF RIVERSIDE

By:_____

Title:_____

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
County Counsel Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

EASTERN MUNICIPAL WATER DISTRICT

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

MARCH JOINT POWERS AUTHORITY

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Recommended for Approval:

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
County Counsel

ATTEST:

By:_____
Clerk of the Board

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

U.S. AIRFORCE (MARCH AIR RESERVE BASE)

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

WESTERN RIVERSIDE COUNTY AGRICULTURAL COALITION

On behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

By:_____

Title:_____

Date:_____

AMENDMENT NO. 2
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and therefore is set to expire on the date of June 30, 2017, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A); and

Whereas Amendment No. 1 extended the terms of the Task Force Agreement to June 30, 2020 (Exhibit B); and

Whereas Amendment No. 1 stipulated by means of Administrative Action by the Task Force Administrator the Agreement, while still in full force and effect, may be extended an additional two years, **hereby agree to the following changes:**

I. Extend the term of the Task Force Agreement to **June 30, 2022.**

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 2 may be executed by means of Administrative Action by the Task Force Administrator, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY Mark Norton as of 6/30/2020

Mark Norton, LESJWA Authority Administrator — Date

AMENDMENT NO. 3
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and subsequently twice extended for additional five-year terms and therefore is set to expire on the date of June 30, 2022.

Therefore, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A), **hereby agree to the following changes:**

I. Extend the term of the Task Force Agreement to **June 30, 2025,** and

II. Stipulate the option that the Agreement, while still in full force and effect, may be extended an additional two years, to **June 30, 2027**, by means of Administrative Action by the Task Force Administrator.

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 3 may be executed in original counterparts, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY _____
Mark Norton, LESJWA Authority Administrator Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF WILDOMAR

By:_____
Ben J. Benoit, Mayor

Date:_____

ATTEST:

By:_____
Janet Morales, City Clerk Date

APPROVED AS TO FORM:

By_____
Thomas D. Jex, City Attorney Date

SUBJECT: FY 2022-23 1st Quarter Budget Report

SUBMITTED BY: Robert Howell

PREPARED BY: Adam Jantz, Senior Administrative Analyst

ACTION:
Review and accept the Fiscal Year 2022-23 1st Quarter Report.

SUMMARY:
FY 2022-23 1st Quarter Budget Report

BACKGROUND:
The City Council adopted the FY 2021/22 & FY 2022/23 Biennial Budget on June 9th, 2021. At that time each department developed a set of goals and objectives to be accomplished over the two-year budget cycle, and were included in the Biennial Budget Book. As the City has completed FY 2021/22 and the first quarter of FY 2022/23, the City is presenting a status report on the goals and objectives.

The quarterly report does not contain any requested revenue or expenditure adjustments.

DISCUSSION:
This 1st Quarter budget report for Fiscal Year 2022-23 reflects a departure from the City's normal financial reports. As there are no budget adjustments in this review, the individual departments are instead reporting on the progress of their two-year budget short-term goals and objectives.

The Biennial Budget Book identified five major goals for the City departments to follow in order to keep in line with the Vision statement. These goals are:

- Responsible Growth
- Conservative Fiscal Management
- Provide a Healthy and Safe Environment
- Infrastructure

- Community Engagement

At the adoption of the FY2022/23 Amended Budget, management identified three major items under these goals to focus on for the remainder of the budget cycle.

One of these items is the General Plan Update. This update will set guidelines for development within the City in order to ensure responsible growth is upheld. A designated webpage for the update was created and input from the public was collected in keeping with the goal of Community Engagement. Several technical advisory meetings were also held with the public invited to attend.

The second item is the Bundy Canyon Road Widening project. Completing this infrastructure project is a major goal of the City. Construction started over the last year and Phase I is scheduled to be completed by the end of 2022.

The third item the City is focusing on is Community Engagement. Wildomar has been holding Coffee with the City and Coffee with the Mayor meetings regularly. Monthly e-newsletters are also being sent out to keep the public informed and engaged. The Economic Development Department also hosts a Commercial Estate Meet-up and Bright Business class. In addition, a new agenda management program was recently implemented to improve access to public records for staff and individuals on the website.

These items will continue to be a major focus for staff. In addition to those three items, each department has its own set of goals and objectives. The statuses of each department's short-term goals and objectives are included in the attached report.

FISCAL IMPACT:
There are no fiscal impacts included with this report.

ATTACHMENTS:
FY2023 1st Quarter Budget Review Presentation.pptx
FY2023 1st Quarter Budget Update Department Report

CITY OF WILDOMAR

1ST QUARTER REPORT
OCTOBER 12TH, 2022

ADAM JANTZ – SENIOR ADMINISTRATIVE ANALYST

FY2022 & FY2023 CITY GOALS

- Responsible Growth
- Conservative Fiscal Management
- Provide a Healthy and Safe Environment
- Improve Infrastructure
- Community Engagement

RESPONSIBLE GROWTH

- Zoning Consistency – 1/12/2022
- Housing Element Update - 10/13/21
- General Plan Update – 25% Complete
- Landscape Design Standards – 6/8/22
- Inland Valley Hospital
- Kaiser Medical Office Building
- Adopted New Development Impact Fees to Ensure Future Facilities are Funded

CONSERVATIVE FISCAL MANAGEMENT

- Building General Fund Reserve
- FY2022 Sales & Property Tax Revenue Exceeded Estimates
- New Auditors Have Been Selected
- Investment Advisor RFP
- Banking Services RFP

PROVIDE A HEALTHY AND SAFE ENVIRONMENT

- New Code Enforcement Team
- Flock Cameras
- Expanded Medic Squad Staff
- Funded Permanent Supportive Housing and Case Management Services
- Community Cleanups of Homeless Encampments & Rubbish

IMPROVE INFRASTRUCTURE

- Bundy Canyon Widening
  - Completion of Phase I End of 2022
- Palomar/Clinton Keith Sidewalks
- Pavement Rehab and Maintenance
- Cemetery Master Plan – Planning Completed

COMMUNITY ENGAGEMENT

- Reopen City Hall with New Welcome Center – November 2021
- Mayor's Minute
- Monthly Newsletters
- Coffee with the City/Mayor
- More Special Events Involving Safety Personnel
- New Agenda Management Software for Better Public record Availability

QUESTIONS?

1st Quarter Department Updates

City Council

Objective:	Allow more in-person interaction with constituents provided pandemic recedes.
Status:	On-going. Operations and meetings are back to pre-pandemic status. Added Coffee with Mayor and re-started Chamber Coffee with City.
Objective:	Appoint committee members that provide oversight to Measure Z and Measure AA funds to ensure that monies are being spent properly.
Status:	Complete.
Objective:	Approve the reopening of City Hall.
Status:	Complete.
Objective:	Encourage economic development to help businesses in the community recover from lockdowns.
Status:	On-going. Approved Temporary Use Permit for outdoor dining and other venues; added a provision for commercial land owners and tenants to submit a Plot Plan Amendment for permanent outdoor dining. Approved and commenced Business License 1-year Fee Holiday.

City Manager

Objective:	Implements the City policies set forth by the City Council.
Status:	On-Going.
Objective:	Safely re-open City Hall
Status:	Complete.
Objective:	Open new "Welcome Center" in current City Hall facilities to improve customer service and improve community engagement.
Status:	Complete.
Objective:	Implement new ERP (Enterprise Resource Planning) software for the City to improve service delivery and community interaction.
Status:	Initiated. Attended Tyler seminar because they oversee current Eden system and offer an upgraded ERP. 1st Quarter develop goals, objectives and timeline of ERP purchase and implementation; Identify top ERP systems capable of meeting goals and objectives; schedule demonstrations from service provider.

City Clerk

Objective:	Implement Agenda Management Software
Status:	Implemented July 1, 2022.
Objective:	Coordinate the City's redistricting process
Status:	Completed March 2022.
Objective:	Coordinate the City's Election in November 2022
Status:	In progress to be completed Dec 2022.

City Attorney

Objective:	Active participation in agenda and other staff meetings to stay informed on pending City issues and specific implementation of City policies.
Status:	City Attorney's office has attended all agenda and staff meetings to actively participate in providing legal advice in order to implement Council goals and objectives.
Objective:	Anticipate legal issues that may be an outcome of a particular course of action and develop strategies to achieve policy objectives while reducing legal risk.
Status:	The City Attorney continues to advise the Council and Executive Management of potential legal risks.
Objective:	Provide high quality and cost-effective legal services.
Status:	Ongoing.
Objective:	Serve as an effective member of the management team.
Status:	City Attorney's office is actively participating in executive team management decisions and strategic implementation of Council goals and policies.
Objective:	Maintain Council and staff confidence while informing of legal risks a proposed course of action may generate.
Status:	The City Attorney has provided legal advice in a multitude of different areas of including but not limited to contracts, professional agreements, development concerns, and personnel issues.

Economic Development

Objective:	Increase Wildomar attendance at business events both locally and regionally
Status:	Ongoing. Hosts Coffee with the City, Coffee with the Mayor, Small Business Roundtable, and Bright Business. Attends Murrieta/Wildomar Chamber meetings.
Objective:	Get at least one piece of dirt moving with something new and unique for Wildomar
Status:	Ongoing. Regular meetings are held with developers, landowners, and hoteliers.
Objective:	Better engagement with Legislative Updates related to issues that affect our businesses
Status:	Ongoing. Weekly review on active legislation with Gonsalves & Sons and League of California Cities.

Administrative Services - Finance

Objective:	Provide Departments with conservative budget estimates.
Status:	The City posted higher-than-anticipated revenues for Sales and Property taxes which will allow the general fund to increase its reserve balance.
Objective:	Conduct a business registration audit to ascertain the status of all businesses in the Wildomar.
Status:	The business registration audit is being conducted by HdL and began in August 2022 along with a fee holiday for unregistered businesses to encourage compliance.
Objective:	Refining the Developer Deposit process to provide timely billing and improved fiscal management.
Status:	Admin services is working with development to reconcile deposit accounts in anticipaton of eliminating deposit-based fees.
Objective:	Conduct RFP (Request for Proposals) for new auditors for FY2021-22 audit as the current auditors have been utilized for 6 years.
Status:	RFP was Completed and new auditors were selected. The FY2021/22 audit is in progress.
Objective:	Update Fire Prevention fees.
Status:	The City is conducting another development fee update to eventually eliminate deposit-based fees. The Fire Fee update is delayed until FY2024.

Human Resources

Objective:	Onboarding development staff.
Status:	Onboarded three Building staff, four Code Enforcement staff, and two development engineering staff in FY2022.
Objective:	Supports City staff so that they can implement the City's Vision.
Status:	Helped coordinate supervisor training events and employee development. The department is also planning to implement a Driver Safety & Vehicle Use Program by the end of FY2023.

Community Services and Parks

Objective:	Return in-person events to pre-Covid levels.
Status:	Special Events for calendar year 2022 have been all in person. The events have been highly attended with positive response from the community.
Objective:	Maintain clean park facilities to help limit virus spread.
Status:	Janitorial services have been added to the Marna O'Brien and supplemental pressure washing services were conducted during the height of the pandemic.
Objective:	Establish permanent support housing for the homeless.
Status:	The City's outreach contractor obtained a house in Wildomar and currently provides housing and case services to unsheltered individuals.

Non-Departmental/Facilities

Objective:	Supports the City in accomplishing its goals.
Status:	Covers general non-departmental operating costs such as cleaning and security in order to provide a healthy and safe environment for City staff so that they help the City achieve its goals.
Objective:	Administer website to enable community engagement.
Status:	The City is in the RFP stage of a website redesign and hopes to be completed over the next fiscal year.
Objective:	Build-out and upgrade additional City Hall suites.
Status:	Suites 109 and 110 were leased and combined into a new City Hall Welcome Center for the public.

Community Development Administration

Objective:	Adoption of the 2021 – 2029 Housing Element & Safety Element update (6th cycle) as mandated by state law (by October 2021) to coordinate responsible growth.
Status:	Council adopted on October 13, 2021 – good until Oct. 2029.
Objective:	Adoption of the City's "Zoning Consistency" program bring 254 ~~500+~~ parcels into compliance with the Land Use Element of the General Plan.
Status:	Council approved on January 12, 2022.
Objective:	Establishing City-Wide Landscape Design Standards and Guidelines
Status:	Council adopted on June 8, 2022.

Planning Commission

Objective:	To hold monthly Planning Commission meetings over the next two years (24 meetings ~~as needed~~)
Status:	Depending on entitlement & developer project case load – 11 PC meetings have occurred since 7/1/21).
Objective:	Attend the annual Planning Commissioners Academy conference presented by the League of California Cities.
Status:	Due to COVID the Planning Commission did not attend the March 2022 conference – but is planning to attend the March 2023 conference.
Objective:	Receive quarterly training sessions from the Planning Department and City Attorney's office related to the Development Review process, California Environmental Quality Act (CEQA), Conflict of Interest & Ethics training, etc.
Status:	The City has held 3 training sessions from 7/1/21 to Present.

Building & Safety

Objective:	Contribute to a healthy and safe environment by ensuring development meets designated building standards.
Status:	By performing thorough inspections Building is actively meeting this objective.
Objective:	Monitor building activity for ADA compliance to improve safety for physically disabled.
Status:	This is part of commercial tenant improvements inspections to ensure that the site accessibility meets Building Code requirements.
Objective:	Obtain vehicles for inspectors.
Status:	Has leased one vehicle.
Objective:	Transition department from contract staff to City staff.
Status:	Building has onboarded three fulltime city staff members in the Department and is currently using two contract employees.

Planning

Objective:	Adoption of the city's first Landscape Design Standards and Guidelines manual related to development projects.
Status:	Adopted by Council on June 8, 2022.
Objective:	Create a "Revenue-Neutral" Planning Department staffing budget.
Status:	Since 2013.
Objective:	Comprehensive General Plan Update/Zoning Code/EIR project.
Status:	Project started in March 2022 – 25% complete.
Objective:	Adoption of the 2021 – 2029 Housing Element & Safety Element update (6th cycle) as mandated by state law (by October 2021) to coordinate responsible growth.
Status:	Council adopted on October 13, 2021 – good until Oct. 2029.
Objective:	Adoption of the City's "Zoning Consistency" program bring 254 ~~500+~~ parcels into compliance with the Land Use Element of the General Plan.
Status:	Council approved on January 12, 2022.

Private Development

Objective:	Oversee the development of the following high profile projects:
Status:	○ Inland Valley Medical Center Expansion - Council approved on June 8, 2022 o Baxter Village MOB & Hotel - Council approved on November 11, 2020 o Oak Springs Ranch Phase II - Council Approved on August 11, 2021 o Wildomar Trail Town Center Mixed-Use Project - Council approved on September 8, 2021 o Clinton Keith Market Place Retail Center - Planning Commission approved on May 18, 2022 o Monte Vista Ranch Phase II Townhome Project - Council approved on December 15, 2021

Development Engineering

Objective:	Passing a grading ordinance.
Status:	5% complete. Draft ordinance should be available for review by the end of the year.
Objective:	Establishing new City standards.
Status:	15% complete. Draft Standards are being created for department review and approval.
Objective:	Plan Review Standard Checklist.
Status:	100% complete. All plan check applications and checklists have been updated and posted on the website.
Objective:	Implementing new tracking system.
Status:	100% complete. In the absence of a new overall system, Land Development has implemented tracking for all plan reviews, entitlement reviews, and CFD annexations.

Cannabis Compliance

Objective:	Have at least two additional Commercial Cannabis facilities open over FY2021/22 with the remaining three approved businesses opening in FY2022/23.
Status:	The Cities second cannabis store opened in FY2021/22. Two more are scheduled to open in FY2022/23. Two others have been delayed for 1-2 years and their local licenses were not renewed.

Code Enforcement

Objective:	Work to provide a healthy and safe environment by enforcing municipal codes designed to protect the public.
Status:	The Code Enforcement Department focuses on compliance over enforcement. Code works hard with every case received and even harder to provide the owner with quality service.
Objective:	Improve fire safety with weed abatement enforcement.
Status:	The Code Enforcement department is working with CAL Fire on weed abatement enforcement. The combined enforcement has been tremendously successful.
Objective:	Purchase and implement new code enforcement software and reporting application.
Status:	The Code Enforcement department has purchased Comcate for reporting software. City staff and residents find it user-friendly.
Objective:	Purchase new uniforms, badges, and protective equipment.
Status:	The department has purchased all of the aforementioned equipment.
Objective:	After losing its contract code enforcement officer, the City decided to redesign the code department. The City hired two code officers and is hiring on a dedicated administrative analyst to answer calls and administer code complaints.
Status:	The new CE department consists of a Code Supervisor, Senior Code Officer, Code Technician, and an Administrative Analyst.

Public Works/Engineering

Objective:	Complete Bundy Canyon Road Widening Phase 1.
Status:	Project is progressing, with construction currently scheduled to be complete by the end calendar year 2022.
Objective:	Oversee the Road Rehabilitation project FY 20/21
Status:	Staff identified additional residential slurry seal streets to be completed with funds available from the FY 20/21 Road Rehab budget cycle. Project PS&E is mostly complete, and staff is now evaluating the scheduling of the project. Potential scheduling includes a crack fill project in 2nd Quarter FY21/22, with the slurry seal portion of the project to be completed with the FY 21/22 Road Rehab project.
Objective:	Prepare and bid the Road Rehabilitation project FY 21/22.
Status:	Staff is evaluating which roads to include in the FY 21/22 project for rehab. Next steps are to finalize the road selections and begin preparation of the PS&E package.

Office of Emergency Management

Objective:	Continue to secure facilities to limit the possible exposure of the virus to public facilities.
Status:	The Public facilities were reopened in November 2021.
Objective:	Monitor and ensure Covid-19 protocols are observed within public facilities.
Status:	The public facilities reopened in November 2021. Covid-19 protocols were ensured and monitored by wearing a mask along with maintaining the 6-foot rule. As of September 2022, the protocols are more relaxed now the virus numbers are down.
Objective:	Manage Personal Protection Equipment (PPE) inventory and distribution to maintain adequate supplies for staff.
Status:	Since the pandemic, the city has provided staff with PPEs, and is now providing Covid test kits to staff.
Objective:	Implement Community Outreach Boxes to facilitate communication with residents that do not have internet access.
Status:	Community Outreach Boxes did not occur. This goal was a way to inform the community who did not have access to the internet of an emergency. We can utilize the hospital and library billboards along with posting current information at EOC.

Police Services

Objective:	Maintain a productive and collaborative relationship with city leaders through frequent and meaningful communications and transparency.
Status:	The Lake Elsinore Station has maintained regular and open lines of communication with city leaders. Provided timely and appropriate notifications and updates on police activities, as well as criminal investigations. Our administrative liaison attended reoccurring city staff meetings to exchange information, give and receive updates, and was available to answer questions. The administrative liaison also attended monthly City Council meetings and provided a quarterly statistical presentation.
Objective:	Provide the highest level of training and professional development for our department members.
Status:	The station's Training Unit monitored department members' records to ensure compliance with all Department and P.O.S.T. mandated training. Department members regularly attended Advanced Officer Training in areas included, but not limited to Tactical Response, Criminal investigations, Communication and De-Escalation, Principled Policing, and Traffic Enforcement. Additionally, daily briefings regularly included training related to past incidents, policy updates, and current events.
Objective:	Continue to engage with the community through community programs, events, personal interactions, and open lines of communication.
Status:	The Lake Elsinore Station has participated in several City led community events allowing for many meaningful community interactions. We have also collaboration with City leadership for Sheriff led community events that have equally engaged the community.
Objective:	Build upon the volunteer program by actively recruiting to increasing the number of station volunteers, Citizens on Patrol, and youth Explorers.
Status:	The Sheriff's Department currently has a thriving volunteer program, to include Citizens on Patrol, and youth Explorers . Our volunteers assisted with operations within the station, participated at community events, and were deployed as support units during critical incidents. They also provided information on "Becoming a Volunteer" to the public.
Objective:	Provide a safe driving environment through effective traffic enforcement and driver safety programs, to include bicycle safety and child car seat safety.
Status:	In addition to routine traffic enforcement and extra enforcement by request and community need, the Traffic team conducted 3 OTS grant operations for enforcement related to traffic violations, bicycle safety, and pedestrian safety. They provided extra enforcement and assisted construction companies with detours, cone patterns, and signage to improve traffic flow, prevent collisions, and protect workers. They have provided extra safety enforcement in school areas to enforce traffic laws, monitor crosswalks, and deter unsafe behaviors. Additionally, the Community Service Officer enforced parking violations on a proactive basis, as well as in response to online submissions.

Fire Services

Objective:	Response to fire and medical emergencies to provide a safe environment for the public.
Status:	The Fire Department mitigated to 3,809 calls for service and averaged 5.4-minute response time for FY 21/22.
Objective:	Ensure that each new development adheres to fire safety rules, regulations, and laws to enable a healthy and safe environment for all citizens
Status:	The Fire Marshal Office completed 95 total plan reviews with an average 5-day turnaround time and 1,070 fire, life safety, and weed abatement inspections with a 1 day average turnaround time for FY 21/22.

Animal Control

Objective:	Review and revise animal control fees.
Status:	The City is reviewing the fees and will conduct an update in FY2023/24.

Cemetery District

Objective:	The Cemetery will be executing phase 1 of the Cemetery Master Plan development strategy which includes ADA, wall, and landscape improvements to existing Cemetery site.
Status:	Planning regarding the project has been completed by the consultant and presented to council. Phase 1 will be going out to bid in the near future.
Objective:	The Cemetery is updating its user fee so that services will better reflect the cost of service.
Status:	Fees have been approved by Board of Trustees and been in effect since January 1, 2022.

SUBJECT: Setting the Public Hearing for 2022 California Building Codes

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi, Planning Director

ACTION:
1. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO; AND DELETING CHAPTER 15.48

2. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

3. Set the public hearing for November 9, 2022, to hear testimony in these matters.

BACKGROUND:
The California Building Standards Commission (CBSC) is the regulatory body that is responsible for the review and adoption of building standards to be used throughout the state of California. These regulations are the minimum standard used in order to preserve life,

safety, health, and welfare in the construction, alteration, and repair of the built environment. The CBSC updates these codes every three (3) years.

DISCUSSION:
In July of 2022, the CBSC adopted the 2022 edition of the California Building Standards Code, which is based upon a group of codes promulgated by the International Code Council's (ICC) family of codes, the International Association of Plumbing and Mechanical Officials (IAPMO) and the National Fire Protection Association (NFPA). It is this collaboration of codes that make up the California Code of Regulations, Title 24, also known as the California Building Standards Code. The 2022 California Building Standards Code go into effect on January 1, 2023.

Health & Safety Code Sections 17922 and 17958 mandate that counties and cities adopt an ordinance adopting by reference the California Building Standards Code. However, cities are allowed to make amendments to the California Building Standards Code due to the existence of unique regional and/ or local climatic, topographical or geographical conditions. Findings must be made supporting the amendments and submitted to the State Department of Housing and Community Development for confirmation. The attached Ordinance includes local amendments to the Code and goes into effect 30 days after Ordinance adoption.

The proposed ordinance adopts the 2022 California Building Standards Code by reference and makes certain amendments to the Code. Staff recommends only very minimal amendments to these Codes. The amendments proposed are primarily administrative in nature. Administrative amendments do not require findings supporting their adoption. The substantive amendments that are made are to the Fire Code and the Residential Code. The Amendments to the Residential Code are required by that Code (there is a blank table that the Code requires each agency to fill in). The amendments to the Fire Code were prepared by the Riverside County Fire Department and submitted to the City to include in the draft Ordinance (refer to Attachment A, Exhibit 1).

Government Code Section 50022.2 provides the procedures for adopting an ordinance that adopts by references to other codes. This section requires that a public hearing on the proposed ordinance be set after the first reading of the ordinance is conducted. In addition, Government Code Section 36934 provides that an ordinance can only be adopted at a regular or adjourned regular meeting of the City Council.

Attachments:
A. Draft Council Ordinance No. ___ for California Building Code
B. Draft Council Ordinance No. ___ for California Fire Code
C. Staff Power Point Presentation

FISCAL IMPACT:
None.

ATTACHMENTS:

Attach A - CBC Final Ordinance 10-12-22.docx

Attach B - CFC Final Ordinance 10-12-22.docx

Attach C - 2022 Code Adoption PPT.pdf

ATTACHMENT A

Draft CBC Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO; AND DELETING CHAPTER 15.48.

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

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2022 update to the California Building Standards Code ("2022 Code") and made those updates available to the public by July 1, 2022.

4. The 2022 Code takes effect in all jurisdictions on January 1, 2023, under California Health and Safety Code section 17958 and 2019 California Building Code, Appendix Chapter 1, Section 101.4.

5. California Health and Safety code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2022 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2022 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 8.28, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, and 15.52 of the Wildomar Municipal Code.

8. On October 12, 2022, the City Council held first reading of an ordinance to amend Chapters 8.28, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, 15.40 and 15.52 of the Wildomar Municipal Code, to adopt and amend the 2022 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2022 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 15.08, 15.12, 15.16, 15.18, 15.20,15.22, 15.24, 15.28, 15.32, 15.38, 15.40 and 15.52 of the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Moreover, State law provides that the 2022 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2022 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2022 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and are required to be noted in Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 15.08

Chapter 15.08 of the Wildomar Municipal Code is amended to read in its entirety as follows:

15.08.010 Adopted by Reference. The 2022 California Administrative Code, (California Code of Regulations, Title 24, Part 1) as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2022 California Administrative Code shall be on file in the office of the City Clerk.

SECTION 5 Amendment of Chapter 15.12.

Chapter 15.12 of the Wildomar Municipal Code is amended to read in its entirety as follows:

Chapter 15.12
Building Code

Sections:

15.12.010 Building Code Adopted
15.12.020 Fees
15.12.030 Board of Appeals

15.12.010 Adoption by Reference-Building Code. Except as hereinafter changed or modified, the 2022 California Building Code (California Code of Regulations, Title 24, Part 2), along with Appendices C, I, H, and J, of that certain building code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2022 California Building code, including the above-designated appendices, shall be on file in the office of the City Clerk.

15.12.020 Fees. Chapter 1, Section 1.8.4. Permit Fees, Applications and Inspections is amended by adding the following:

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in accordance with the schedule as established by resolution of the City Council of the City of Wildomar.

15.12.030 Board of Appeals.

A. Section 1.8.8.1 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Board of Appeals. The Building Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business. In the event the City Council fails to appoint such a Board, the Planning Commission shall function as such.

B. Section 1.8.8.2 of Chapter 1 is repealed in its entirety.

C. Section 1.8.8.3 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.3 Appeals. Except as otherwise provided in law, any person, firm or corporation adversely affected by a decision, order or determination by a city, county, or city and county relating to the application of building standards published in the California Building Standards Code, or any other applicable rule or regulation adopted by the Department of Housing and Community Development, or any lawfully enacted ordinance the City, may appeal the issue for resolution to the Building Board of Appeals.

D. Section 1.8.8 of Chapter 1 is further amended by adding the following sections:

1.8.8.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this code.

1.8.8.5 Qualifications. The Building Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. The Building Official shall act as secretary to the Board.

1.8.8.6 Accessibility Appeals Board. In order to conduct the hearings on written appeals regarding action taken by the Building Official and to ratify certain exempting actions of the Building Official in enforcing the accessibility requirements of Title 24 of the California Code of Regulations for privately-funded construction, to serve as an advisor to the Building Official on disabled access matters, and to make recommendations to the City Council on appeals of decisions made by the Building Official on City-funded buildings, there shall be an Accessibility Appeals Board. The Accessibility Appeals Board shall consist of five members. Two members of the Appeals Board shall be physically disabled persons, two members shall be persons experienced in construction, and one member shall be a public member. The Building Official shall act as Secretary to the Board. The members of the Accessibility Appeals Board shall be appointed by the City Council and shall hold office at its pleasure.

The Accessibility Appeals Board may approve or disapprove interpretations and enforcement actions taken by the Building Official. All such approvals or disapprovals for privately funded construction shall be final and conclusive as to the Building Official in the absence of fraud or prejudicial abuse of discretion. The Board shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties.

SECTION 6: Amendment of Chapter 15.16.

Chapter 15.16 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.16
Residential Code

Sections:

15.16.010 Adoption of the California Residential Code
15.16.020 Modification of the California Residential Code

15.16.010 Adoption of the California Residential Code. Except as hereinafter modified or changed, the 2022 California Residential Code (California Code of Regulations, Title 24, Part 2.5) along with appendix AX published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Residential Building Code shall be on file in the office of the City Clerk.

15.16.020 Modification of the California Residential Code. The 2022 California Residential Code is hereby modified as follows:

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions in this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2 (1)

(a) TABLE R301.2 (1) is completed, and footnote (g) is revised, as required by the Residential Building Code, for use in the City of Wildomar.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA
CITY OF WILDOMAR

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	Speed[d] (mph)	Topographic Effects[k]		Weathering	Frost Line Depth[b]	Termite[c]					
ZERO	110	NO	D_2 or E	Negligible	12"-24"	Very Heavy	30	NO	See revised footnote (g)	10	63.6

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [FigureR301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. See City of Wildomar FIRM maps for Flood Hazard locations.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

SECTION 7: Amendment of Chapter 15.18.

Chapter 15.18 of the Wildomar Municipal Code is amended in its entirety to read as follows:

"**Chapter 15.18**
Historical Building Code

15.18.010 Adoption of the Historical Building Code. Except as hereinafter modified or changed, the 2022 California Historical Building Code (California Code of Regulations, Title 24, Part 8) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Historical Building Code shall be on file in the office of the City Clerk."

SECTION 8: Amendment of Chapter 15.20.

Chapter 15.20 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.20
Green Building Code

15.20.010 Adoption of the Green Building Standards Code. Except as hereinafter modified or changed, the 2022 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Green Building Standards shall be on file in the office of the City Clerk."

SECTION 9: Amendment of Chapter 15.22

Chapter 15.22 of the Wildomar Municipal Code is amended in its entirety to read as follows:

"**Chapter 15.22**
Energy Code

15.22.010 Adoption of the Energy Code. Except as hereinafter modified or changed, the 2022 California Energy Code (California Code of Regulations, Title 24, Part 6), including Appendix 1-A, published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Energy Code shall be on file in the office of the City Clerk."

SECTION 10: Amendment of Chapter 15.24.

Chapter 15.24 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.24
Electrical Code

15.24.010 Adoption of Electrical Code. Except as hereinafter changed or modified, the 2022 California Electrical Code (California Code of Regulations, Title 24, Part 3), of that certain electrical code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Electrical Code shall be on file in the office of the City Clerk.

SECTION 11: Amendment of Chapter 15.28.

Chapter 15.28 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.28
Mechanical Code

15.28.010 Adoption of Mechanical Code. Except as hereinafter changed or modified, the 2022 California Mechanical Code (California Code of Regulations, Title 24, Part 4), along with Appendices B, C, and D of that certain mechanical code, published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Mechanical Code, including the above-designated appendix, shall be on file in the office of the City Clerk."

SECTION 12: Amendment of Chapter 15.32.

Chapter 15.32 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.32
Plumbing Code

15.32.010 Adoption of Plumbing Code. Except as hereinafter changed or modified, the 2022 California Plumbing Code (California Code of Regulations, Title 24, Part 5), along with Appendices A, B, D, H, I, and J, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Plumbing Code shall be on file in the office of the City Clerk."

SECTION 13: Amendment of Chapter 15.38.

Chapter 15.38 of the Wildomar Municipal Code to amended in its entirety to read as follows:

"**Chapter 15.38**
Referenced Standards Code

15.38.010 Adoption of Referenced Standards Code. Except as hereinafter modified or changed, the 2022 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Referenced Standards Code shall be on file in the office of the City Clerk."

SECTION 14: Amendment of Chapter 15.52.

Chapter 15.52 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.52
Existing Building Code

15.52.010 Adoption of Existing Building Code. Except as hereinafter changed or modified, the 2019 California Existing Building Code (California Code of Regulations, Title 24, Part 10), including Appendix Chapter A-1, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Existing Building Code shall be on file in the office of the City Clerk."

SECTION 15. SEVERABILITY.

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

SECTION 16. EFFECTIVE DATE.

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

SECTION 17. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 12th day of October, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT B

Draft CFC Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

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

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2022 update to the California Building Standards Code ("2022 Code") and made those updates available to the public by July 1, 2022.

4. The 2022 Code takes effect in all jurisdictions on January 1, 2023, under California Health and Safety Code section 17958 and 2019 California Building Code, Appendix Chapter 1, Section 101.4.

5. California Health and Safety code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2022 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2022 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 8.28, of the Wildomar Municipal Code.

8. On October 12, 2022, the City Council held first reading of an ordinance to amend Chapters 8.28, of the Wildomar Municipal Code, to adopt and amend the 2022 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2022 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 8.28 of the Wildomar Municipal Code, of the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Moreover, State law provides that the 2022 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2022 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2022 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and are required to be noted in Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 8.28

Chapter 8.28 of the Wildomar Municipal Code is amended in its entirety to read as flows and incorporated herein, by reference.

CHAPTER 8.28
FIRE CODE

Sections

8.28.010 Findings and Adoption
8.28.020 Amendments to the California Fire Code
8.28.030 Penalties

8.28.010 Findings and Adoption.

A. Findings. The City Council finds as follows:

1. Every three years the State of California adopts a new California Fire Code, as part of the California Building Standards Code, which becomes effective as to the City of Wildomar and Riverside County 180 days after publication by the California Building Standards Commission.

2. The International Fire Code has been published and adopted, as amended, by the California Building Standards Commission into the California Code of Regulations as Title 24, Part 9, titled the California Fire Code.

3. The City of Wildomar may establish more restrictive standards reasonably necessary to provide fire protection for life and property because of local climatic, geological or topographical conditions.

    a. Climatic Conditions:

        i. The City of Wildomar located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi- arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are

common to the area. Examples are Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

ii. Although Riverside County and the City of Wildomar occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three (3) inches in Blythe to over thirty three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

iii. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

iv. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will

supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

b. Topographical conditions

i. A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

ii. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

iii. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

c. Geological Conditions

i. A. Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

ii. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from

place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

iii. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

iv. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5 minute goal. California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2022 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2022 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
103.4 and 103.4.1	Liability	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
106.2	Fees	Administrative
106.6	Cost Recovery	Administrative
109.1	Board of Appeals established	Administrative
110.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.6.3	Sky Lanterns	I, II & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III

507.5.8	Fire hydrant street marker	I, II & III
508.1, 508.1.1, 508.1.3, 508.1.6, 508.1.8	Fire command center	I, II & III
509.2.1	Minimum clearances	I & III
605.10.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
3204.2.1	Minimum requirements for client leased or occupant	Administrative
4904.3	High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1	Fire hydrant location	I, II & III

B. Purpose. The purpose of this ordinance is to adopt the 2022 California Fire Code, California Code of Regulations, Title 24, Part 9, as amended, to govern the safeguarding of life and property from fire, explosion hazards and hazardous conditions and to regulate the issuance of permits and collection of fees.

C. Authority. This ordinance is adopted pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 which allow a county to adopt modifications or changes to the California Fire Code that are reasonably necessary because of local climatic, geological and topographical conditions.

D. Application and Adoption of the California Fire Code. Except as stated in this Section or as amended below in Section 5 of this ordinance, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Wildomar. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 111.3 are not adopted, and Chapters 3, 25, and Sections 403.11, 503, 510.2, 1103.2 and 5707 are adopted.

8.28.020 AMENDMENTS TO THE CALIFORNIA FIRE CODE.

CHAPTER 1 SCOPE AND GENERAL REQUIREMENTS

Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable."
Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages."

Section 103.4 of the California Fire Code is deleted in its entirety and replaced with the following:

103.4 Liability. Any liability against Riverside County or the City of Wildomar or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law."

A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Wildomar pertaining to the following:
    - 2.1. The prevention of fires.
    - 2.2. The suppression or extinguishment of dangerous or hazardous fires.
    - 2.3. The storage, use and handling of hazardous materials.
    - 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
    - 2.5. The maintenance and regulation of fire escapes.

2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.

2.7. The maintenance of means of egress.

2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.

3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

3.3. The Riverside County Sheriff and any deputy sheriff.

3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.

3.5. Officers of the California Highway Patrol.

3.6. Code Officers of the City of Wildomar Code Enforcement Department.

3.7. Peace Officers of the California Department of Parks and Recreation.

3.8. The law enforcement officer of the Federal Bureau of Land Management."

Section 104.7 of the California Fire Code is deleted in its entirety and replaced with the following:

104.7 Liability. Any liability against Riverside County or the City of Wildomar or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

104.2.1 Service and Permit Fees. Fees for services and permits shall be as set forth in Chapter 3A4. Payment shall be made at the time of application or as otherwise provided for in Chapter 3.44. ,

Fees for reproduction of documents shall be $15.00 per record.

Fees for reproduction of photographs shall be $3.00 per picture.

A new Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of

more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief."

Section 107.2 of the California Fire Code is deleted in its entirety and replaced with the following:

107.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Wildomar fee schedule."

Section 107.7 is added to Section 106 of the California Fire Code to read as follows:

107.7 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied."

Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

111.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board."

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

112.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or ordinance. Punishments and penalties for violations shall be in accordance with the City of Wildomar ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5."

CHAPTER 2 DEFINITIONS

Section 202, definition of "Fire Chief" in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

CHAPTER 3 GENERAL REQUIREMENTS.

Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

CHAPTER 5 FIRE SERVICE FEATURE.

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.

2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.

3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire

command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m^2) with a minimum dimension of 8 feet (2438mm).
Section 508.1.6 of the California Fire Code is hereby amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

A new Section 508.1.8 is added to Section 508 of the California Fire Code to read as follows:

508.1.8 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating, “Fire Dept. Command Center,” located on the door to the fire command center.

Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an

approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

a. Exception in Section 903.2.3

b. Exception 2 in Section 903.2.11.3

A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

CHAPTER 32 HIGH-PILED STORAGE.

A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

REQUIREMENTS FOR WILDLAND-URBAN INTERFACE AREA.

A new Section 4904.2.1 is added to Section 4904 of the California Fire Code to read as follows:

4904.2.1 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on the most recently published VHFHSZ map, as recommended and published by the Director of the California Department of Forestry and Fire Protection (CAL FIRE), which may be revised from time to time. The most recent VHFHSZ map is on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

APPENDIX B.

Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2

REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the *California Fire Code*	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the *California Fire Code*	50% of the value in Table B105.1(2)[b]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.

b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX C.

1. Section C103.1 of the California Fire Code is hereby amended to read as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

8.28.030 Penalties.

A. It is unlawful for any person, firm, corporation or association of persons to. Violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant-to this chapter; shall be deemed guilty of an infraction or misdemeanor as hereinafter specified.· Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any

of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued, or permitted.

B. Any person, firm, corporation or association of persons so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine .not exceeding $300.00 for a second violation on the same site. The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

SECTION 7. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 12th day of October, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

2022 California Building Code Update

City Council Meeting
October 12, 2022

Background Information

- California Building Standards Commission is the regulatory body that has the responsibility of adopting the minimum standards of construction that are updated every 3 years
- Health & Safety Code mandates that all Counties and or Cities adopt an Ordinance adopting by reference the California Building Standards Code with the allowance of any local amendments.
- The 2022 California Building Standards Code goes into effect on January 1, 2023.

Summary of Revised Changes

- Many of the changes are administrative in nature, some notable changes are.
- Permit expiration has gone from 180 days to twelve(12) months. This change reflects statutory requirements of AB 2913.
- Changes to and clarification of what protection is required around in home energy storage systems.
- The 2022 Energy Code pivots California's buildings toward clean, low-carbon technologies by focusing on some key areas. Encouraging electric heat pumps, establishing electric ready requirements, expanding solar photovoltaic system and battery storage standards.

Recommendation:

- Staff recommends the City Council adopt the Ordinances as presented and set the public hearing for final adoption on November 9, 2022.

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: October 12, 2022

SUBJECT:	Consider a Professional Services Agreement for Website Design and Website Hosting with CivicPlus LLC.
SUBMITTED BY:	Kimberly Davidson
PREPARED BY:	Kimberly Davidson, Economic Development Director

ACTION:
1. Receive and File the report; and,
2. Direct staff to bring back a Professional Services Agreement between the City of Wildomar and CivicPlus LLC for Website Design and Website Hosting.

SUMMARY:
On August 16, 2022, the City issued a Request for Qualifications to vendors who specialize in Website Design and Website Hosting. CivicPlus LLC was one of six (6) respondents and, based on a scoring system, was determined to be the best company to provide the design and hosting services.

BACKGROUND:
One of the main goals for FY22-23 is to increase community engagement. As such, we are seeking to update our website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to our community, while meeting high standards for security, design quality, visual appeal, and ADA compliance. The addition of a Community Engagement Tool was important as well.

DISCUSSION:
The current city website is outdated, difficult to navigate and requires regular technical support. To enhance the user experience and communication to our community, the website needs to be upgraded, reorganized and hosted by a company with timely technical support.

At the time of posting the Agenda, the City and CivicPlus LLC continue to discuss the terms of the Services Agreement because the provisions are highly technical relative to web site license, intellectual property and indemnification protections for both parties. In the event both parties reach agreement on the terms, a future Consent Calendar staff report will recommend

approval and authorization for the City Manager to execute the Services Agreement.

FISCAL IMPACT:
The total cost of the contract will be $75,746.00. The first year, which includes web design, content migration and hosting will not exceed $35,014.00. After the first year, the contract is for hosting, technical support and continued training if needed.
Year 2 = $9,450.00
Year 3 = $9,923.00
Year 4 = $10,419.00
Year 5 = $10,940.00

The first year cost is budgeted in the City 2022/2023 fiscal year budget. The remaining years will be budgeted in the upcoming budget cycles.

ACCOUNT CODE:
100-410-4250-52115 and 100-410-4250-58110

ATTACHMENTS:
Web Design and Hosting Presentation_10-12-2022.pptx

Website Redesign

October 12, 2022

Kimberly Davidson
Economic Development Director
& Public Information Officer

SUMMARY

- One of the main goals for FY22-23 is to increase community engagement
- Need to update our website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to our community
- Need to meet high standards for security, design quality, visual appeal, and ADA compliance
- The addition of a Community Engagement Tool was important as well

BACKGROUND

- On August 16, 2022, the City issued a Request for Qualifications to vendors who specialize in Website Design and Website Hosting
- Six (6) proposals
- CivicPlus LLC was chosen, based on a scoring system. Determined to be the best company to provide the design and hosting services.

CURRENT WEBSITE

- Outdated
- Difficult to navigate
- Technical support issues with current web host
- Known duplication glitch
- Website needs to be upgraded, reorganized and hosted by a company with proper technical support

FEATURES OF NEW WEBSITE

- Content development and migration
- Easy to use Content Management System (back-end)
- Resident Engagement Widget
- Important ADA Compliance

FEATURES OF NEW WEBSITE

Modules & Widgets

Resident Engagement

CivicEngage offers several effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

- **Alert Center** – Post emergency or important information on your website and notify residents via email and SMS
- **Blog** – Post opinions/information about various community topics and allow resident comments and subscriptions
- **Calendar** – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types)
- **Community Voice** – Interact with residents about projects in your community
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- **News Flash** – Post organizational news items that are important to your residents
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users)
- **Splash Screen** – A pop-up window that easily communicates critical local news, information, and alerts to your residents the moment they arrive on specified pages of your website

"Light" version of See-Click-Fix

CIVICENGAGE CENTRAL

PAGE 7

FEATURES OF NEW WEBSITE

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents
- **Document Center** – Organize and house documents in one central location
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality, receive notifications via email, and track within the CMS
- **Photo Gallery** – Store and display photos
- **Staff Directory** – Share detailed contact information for your staff and offices

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff
- **Graphic Links** – Place graphics on your website as links to other pages
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting
- **Quick Links** – Place links to often-requested information directly on the page of your choice

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities
- **Facilities & Reservations** – Showcase community facilities and allow reservations online
- **Job Postings** – Post available jobs online and accept online applications
- **Bids** – Post sortable and subscribable bids

Helpful Widgets

Widgets help your staff visually organize content on your website and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality
- **Custom HTML Widget** – Embed videos or other HTML features in your page
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker



- **Form Center Widget** – Embed simple forms on a page
- **Image Widget** – Add images to a page
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center
- **Share Widget** – Add a share button to your page so residents can share content to their social media
- **Slideshow Widget** – Add a slideshow of images

CIVICENGAGE CENTRAL

PAGE 8

FEATURES OF NEW WEBSITE

- Site Search Log – All search words are kept in a log
- Printer Friendly – Separates critical content from the website template to provide a clean print without menu structure and banner information included
- Real Simple Syndication (RSS) Feeds – Allow patrons to sign up to receive email notifications
- Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience
- Social Media – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your website

COST OF NEW WEBSITE

- Total cost of the 5-year contract will be **$75,746.00**.
- Year 1, which includes web design, content migration and hosting will not exceed $35,014.00.
- After the first year, the contract is for hosting, technical support and continued training if needed:
  - ✓ Year 2 = $9,450.00
  - ✓ Year 3 = $9,923.00
  - ✓ Year 4 = $10,419.00
  - ✓ Year 5 = $10,940.00

SUBJECT: Investment Advisor Selection-PFM Asset Management LLC ("PFMAM")

SUBMITTED BY: Robert Howell

PREPARED BY: James Riley, Project Consultant

ACTION:
Approve the selection of PFM Asset Management LLC ("PFMAM") for the City's Investment Advisor and the City Manager to execute the agreement

SUMMARY:
The City is interested in retaining an Investment Advisor to provide investment management and advisory services to the City to meet its investment goals and objectives in a prudent manner while reducing staff time and enhancing investment earnings.

BACKGROUND:
The City currently invests its funds in the State of California Local Agency Investment Fund ("LAIF"), the California Asset Management Program (“CAMP”) and in a Wells Fargo Checking Account. These investments are all short-term highly liquid investments, with rates changing daily. Since the City has seen an increase in cash flow over the past 3 years, a three-year cash flow analysis was performed for the period from April 2019 to March 2022, both with and without the City’s ARPA funds, to determine if the City could invest it funds in longer term investment vehicles that would yield a better rate of return. Through this analysis, it was noted that the City has experienced significant growth in its investable assets over the three year period.

The City's investments are governed by the City's Investment Policy, which is reviewed and adopted annually by the City Council. The most current policy was adopted on June 8, 2022. The Investment Policy is in accordance with the California Government Code, sections 53601 et. Seq. and allows the City to invest in a variety of investment vehicles that have various terms that could yield a better rate of return and be consistent with the City's tolerance of risk. An investment advisor provides the expertise and financial planning knowledge that the City

would need to maximize its return on investments at a minimum cost.

DISCUSSION:
The Administrative Services Department, Finance Division, sent out an informal request to eight investment advisors for proposals for services and costs. All eight responded and sent proposals. After reviewing the proposals, staff selected the top three for follow up zoom interviews. Based on those interviews and proposals, the staff recommends the selection of PFM Asset Management LLC ("PFMAM") to be the City's Investment Advisor.

PFMAM has over 30 years of experience in California, managing for local agencies $32.8 billion in assets and advising on an additional $26.9 billion in non-discretionary assets as of June 30, 2022. They are well-acquainted with the City through its participation in the California Asset Management Program (“CAMP”) for its liquidity needs. PFMAM has served as the investment advisor to CAMP since 1989.PFMAM’s professionals are well regarded within the state and have provided guidance on investment policies to public agencies through statewide organizations such as the California Debt and Investment Advisory Commission (“CDIAC”), California Society of Municipal Finance Officers (“CSMFO”), and California Municipal Treasurers Association (“CMTA”). Several cities and agencies in Riverside County use PFMAM for their investment advisor.

FISCAL IMPACT:
PFMAM will net the fees incurred against the earnings received. The fee schedule is 10 basis points (0.10%) for the initial $25 million in assets managed, with a minimum annual fee of $25,000 and 8 basis points (0.08%) for the next $25 million in assets managed. Custody services are provided by U.S. Bank for CAMP tied portfolios and are charged at 1/3 basis point (0.0033%) on assets under management. There is a $200 annual account maintenance fee and a standard transaction processing fee at around $6-$10 per transaction.

The anticipated increase in investment income will more than cover the annual fees.

Although the fees incurred are netted against the earnings received the City will show the fees incurred as an expense in our financial records. Therefore a budget amendment in the amount of $26,200 is requested to cover the incurred asset management fees ($25,000), transaction fees ($1,000), and annual account maintenance fee ($200). The expenses will be shown in the Administrative Services budget.

ACCOUNT CODE:
100-410-4200-52119 - $26,200

ATTACHMENTS:
CAMP Individual Portfolio Agreement_Wildomar_09-28-22.docx

Letter Agreement

This Letter Agreement, entered into as of (date) (the "Agreement"), sets forth our agreement for the investment of certain funds (the "Initial Funds") by the City of Wildomar (the "Shareholder") in Individual Portfolios (as the term is herein defined) of the California Asset Management Program (the "Program").

The Program consists of the California Asset Management Trust (the "Trust") designed to provide Shareholders with a convenient method of pooling operating funds and proceeds of bonds, notes, and certificates of participation for temporary investment pending their disbursement. The Program also offers Shareholders the option of establishing individual, professionally-managed investment accounts ("Individual Portfolios") by separate agreement with the Trust's Investment Adviser to meet specific investment objectives. Collectively the Trust and the Individual Portfolios are referred to as the Program. All securities in the Trust are held by the Program's Custodian, U.S. Bank National Association, Minneapolis, Minnesota (the "Custodian"), in the name of the Trust, and all assets in each Individual Portfolio are held by the Custodian in the name of the appropriate Shareholder. Such custodial arrangements are subject to and governed by the terms and provisions of a Custody Agreement, dated as of January 10, 2013 (as the same may be amended from time to time, the "Custody Agreement"), which is incorporated herein by reference. A copy of the Custody Agreement is available at www.camponline.com. A complete description of the Program is provided in the Information Statement dated June 4, 2013, as amended from time to time, and the Declaration of Trust dated February 28, 2005, as amended from time to time, to which reference should be made for details.

Certain of the Initial Funds and such other funds as the Shareholder may from time to time assign to the Trust's Investment Adviser, PFM Asset Management LLC ("PFMAM") for management under this Agreement (collectively the "Managed Funds") will be invested by PFMAM in one or more Individual Portfolios while other funds will be invested in the Trust. The Shareholder hereby engages PFMAM to serve as investment advisor to the Shareholder under the terms of this Agreement with respect to the Shareholder's Managed Funds in its Individual Portfolios.

PFMAM will provide investment research and supervision and conduct a continuous program of investment, evaluation, and when appropriate, sale and reinvestment of the Shareholder's funds invested in Individual Portfolios. PFMAM shall place all orders for the purchase, sale, loan, or exchange of portfolio securities for the Shareholder's account with brokers or dealers, and to that end PFMAM is authorized as agent of the Shareholder to give instructions to the Custodian as to deliveries of securities and payments of cash for the account of the Shareholder. PFMAM shall ensure that orders are placed with reputable, qualified, and financially sound brokers/dealers. PFMAM shall, in a manner consistent with ensuring safety of principal, exercise due diligence in establishing and maintaining brokers/dealers qualifications and in conducting credit reviews and reviews on broker/dealer execution capabilities. In connection with the selection of such brokers and dealers and the placing of such orders, PFMAM is directed to seek for the Shareholder the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to PFMAM by such brokers and dealers.

Compensation

For services provided by PFMAM for the management of funds in an Individual Portfolio, the Shareholder shall pay PFMAM an annual fee, in monthly installments, based on the average daily net assets of the funds in the Individual Portfolios, equal to 0.10% of the first $25 million of such assets and 0.08% of amounts in excess of $25 million. For purposes of calculating the fee payable to PFMAM, funds in all of the Shareholder's Individual Portfolios shall be aggregated. The minimum annual fee is $15,000. For custodial services provided by Custodian, the Shareholder shall pay the Custodian the applicable asset-based or transaction fees.

PFMAM shall prepare a bill for the investment management fee monthly and forward it and the monthly Custodian invoice to the Shareholder for approval. Unless instructed otherwise within 15 calendar days of the postmark on that invoice, PFMAM is herein authorized to charge the Shareholder's associated Trust account and instruct the Custodian to disburse funds from that account. If sufficient funds are not available, the Shareholder agrees to compensate PFMAM from other sources within 30 calendar days of the postmark date. If either PFMAM or the Custodian shall serve for less than the whole month, the compensation shall be pro-rated.

Although expenses associated with the management of an Individual Portfolio may be paid directly from the Shareholder's Trust account, where proceeds of tax-exempt debt are invested in an Individual Portfolio these expenses may not be deducted from investment income for purposes of calculating arbitrage rebate.

Other Expenses

Except as expressly provided otherwise herein or in the Declaration of Trust or Information Statement, the Shareholder shall pay all of its own expenses, if any, with regard to the investment of funds in an Individual Portfolio including, without limitation, taxes, commissions, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.

Registered Advisor; Duty of Care; Brochure and Brochure Supplement

PFMAM hereby represents it is a registered investment adviser under the Investment Advisers Act of 1940. PFMAM shall immediately notify the Shareholder if at any time during the term of the Agreement it is not so registered or if its registration is suspended. PFMAM agrees to perform its duties and responsibilities under the Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Shareholder may have under any federal securities laws. The Shareholder hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Shareholder and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

PFMAM warrants that is has delivered to the Shareholder PFMAM's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Shareholder acknowledges receipt of such brochure and brochure supplement prior to the execution of the letter agreement.

PFMAM's Other Clients

The Shareholder understands that PFMAM performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Shareholder agrees that PFMAM, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds accounts, so long as it is the policy of PFMAM, to the extent practical, to allocate investment opportunities to this account over a period of time on a fair and equitable basis relative to other clients. PFMAM shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that PFMAM, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

Force Majeure

PFMAM shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of PFMAM or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

Assignment

PFMAM's obligations and responsibilities as described in this Agreement are not assignable without the consent of the Shareholder.

Maintenance of Records

PFMAM shall provide the Shareholder with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received and the value of assets held on the last business day of the month for assets held in the Individual Portfolios. For proceeds of tax-exempt debt issues invested under this Agreement, PFMAM shall maintain appropriate records of all of its activities hereunder as may be required by the Internal Revenue Code of 1986, as amended, and related U.S. Treasury Regulations, and shall provide to the Program Rebate Calculation Agent all of those records of investment activity as may be necessary to prepare calculations of a Shareholder's rebate liability.

Term

This Agreement shall remain in effect so long as PFMAM is the Investment Advisor to the Trust, unless terminated by the Shareholder upon no less than thirty (30) days' prior written notice to PFMAM. This Agreement may be terminated by the Shareholder in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested.

Sincerely,

PFM ASSET MANAGEMENT LLC

By _____
Sarah Meacham
Managing Director

Accepted:

City of Wildomar

By _____
(Signature)

_____
(Name)

_____
(Title)

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.5
Meeting Date: October 12, 2022

SUBJECT: Establish Speed Zones on Gruwell Street and Palomar St.

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag, Senior Engineer

ACTION:
Introduce and waive further reading of an Ordinance titled:

ORDINANCE NO. ___
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

SUMMARY:
Assembly Bill 43 recently became effective and provides additional provisions, beyond the 85th percentile, for evaluating and establishing speed limits. The City has evaluated two streets, Gruwell St. (between Palomar St. and Grand Ave.) and Palomar St. (between Mission Trail and Corydon Rd.) based on provisions included in AB 43 and has determined that the speed limits on those streets may be adjusted as further described in this staff report.

BACKGROUND:
Due to legal requirements at the State level, the City has had to raise speed limits on various streets in order to maintain an enforceable speed limit. Historically, State law has required that local agencies, when performing an Engineering and Traffic Survey (E&TS), to set the speed limit based on the “85th percentile”, or the speed at or below which 85 percent of drivers travel. In the last speed limit update cycle, the City raised the speed limit on different roadways which has led to citizen complaints and expressed concerns regarding whether higher speeds are reasonable and safe.

In October 2021, Assembly Bill 43 (AB 43) (Friedman) was signed by the Governor. This bill allows local agencies to consider the safety of vulnerable road users and Vision Zero goals when setting speed limits on streets with a history of collisions, with special attention to places

where people are more likely to walk and bike. This bill allows the City to maintain and enforce existing speed limits and roll back speed limit increases from the most recently completed speed limit update cycle if the sections of roadway meet certain criteria.

DISCUSSION:
AB 43 took effect on January 1, 2022, and made several additions and modifications to the California Vehicle Code (CVC). These changes authorize local agencies to set safer speed limits on certain streets. The most immediate opportunity for the City to set safer speed limits under this new law is contained in CVC 22358.8.

- CVC 22358.8: This new provision allows local agencies to resist the consistent increase in speed limits over time, known as “speed creep”. This is often caused inadvertently through the application of the “85th percentile” speed limit criteria. The Section states:
    - "If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may retain the current speed limit or restore the immediately prior speed limit if that speed limit was established with an engineering and traffic study and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit."
    - "A local authority is not authorized to reduce a speed limit by more than five miles per hour (mph) from the current speed limit nor below the immediately prior speed limit."
    - "A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 mph or less for the first 30 days that a lower speed limit is in effect."

After reviewing the speed limits and applying the criteria discussed above, it was found that the following speed limits may be lowered:

Street	Segment Limits	Approx. Length	Current Speed Limit	Recommended Speed Limit
Gruwell St.	Grand Ave./Como St.	0.8 miles	50 mph	45 mph
Palomar St.	Corydon St./Mission Trail	0.8 miles	40 mph	35 mph

After reviewing the roadway segments listed above, the City’s contract Traffic Engineer found that the current speed limits established for Gruwell Street and Palomar Street are more than is reasonable or safe, that these segments meet the criteria for application of the new CVC sections, and that these segments are eligible for a reduction consistent with CVC 22358.8.

Consistent with CVC requirements, the new speed limits must be adopted by Ordinance, a copy of which is included as Attachment A. A copy of the findings supporting the

recommended speed limit changes is included as Attachment B.

Consistent with CVC requirements, only warning citations will be issued for violations of exceeding the speed limit by 10 mph or less for the first 30 days that a lower speed limit is in effect.

FISCAL IMPACT:
Upon approval of the Ordinance, Public Works Maintenance Crews will need to order new speed limit signs for both Gruwell St. and Palomar St. to replace the existing speed limits signs. The cost of the materials and the labor for replacing the signs will be covered by the previously approved FY 2022-2023 Public Works Maintenance Budget and no additional funds are needed at this time. There is no impact to the City's General Fund.

ATTACHMENTS:
A - Ordinance
B - AB 43 Findings Memo

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

WHEREAS, California Vehicle Code Section 22357 and 22358 provides that local entities may declare prima facie speed limits greater than 25 miles per hour on City streets on the basis of an engineering and traffic survey; and

WHEREAS, California Vehicle Code Section 40802 provides for the enforcement of posted speed limit by the use of radar or other electronic devices which measures the speed of moving vehicles; and

WHEREAS, California Vehicle Code Section 627(b) defines an engineering and traffic survey to include consideration of all of the following:

1) Prevailing speeds as determined by traffic engineering measurements;
2) Accident Records;
3) Highway, traffic, and roadside conditions not readily apparent to the driver,

WHEREAS, the City of Wildomar has reviewed accident records and the most recent as well as immediately prior engineering and traffic survey pursuant to California Vehicle Code Section 22357, 22358, and 22358.8; and

WHEREAS, the City of Wildomar, after completing an engineering and traffic survey for certain streets finds that, pursuant to California Vehicle Code Section 22358.8, that the current speed limit is more than is reasonable or safe, and should be lowered by five (5) miles per hour, on the following streets: (1) Palomar Street between the centerline of Corydon Road and the centerline of Mission Trail, a total distance of approximately 0.8 mile; (2) Gruwell Street between the centerline of Grand Avenue and the centerline of Como Street, a total distance of approximately 0.8 mile; and

WHEREAS, the City of Wildomar has reviewed the sections of highway and determined, pursuant to California Vehicle Code Section 22358.8, that no additional general purpose lanes have been added since the immediately prior engineering and traffic survey was conducted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct, and are incorporated herein as findings of the City Council of the City of Wildomar.

SECTION 2. Sections 10.16.060 through 10.16.100 of Chapter 10.16 of Title 10 to the Wildomar Municipal Code are amended and restated in their entirety to read as shown on Exhibit 1.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

PASSED, APPROVED AND ORDAINED this 12th day of October, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas Jex
City Attorney

ATTEST:

_____
City Clerk
Janet Morales

Exhibit 1:

10.16.060 Thirty-five miles per hour.

The prima facie speed limit is 35 miles per hour:

1. On the southerly half of Malaga Road between the centerline of Mission Trail and the centerline of Casino Drive, a total distance of 0.29 mile.

2. On Canyon Drive between the centerline of Mission Trail and the centerline of Orange Street, for a total distance of approximately 1.0 mile.

3. On Catt Road between Hidden Springs Road and 400 feet east of Green Parrot Way, for a total distance of approximately 0.3 mile.

4. On Clinton Keith Road between the centerline of Palomar Street and Inland Valley Drive, for a distance of approximately 1.1 miles.

5. On Orange Street between the centerline of Bundy Canyon Road and the centerline of Gruwell Street, a total distance of approximately 1.3 miles.

6. On Union Street between the centerline of Gruwell Street and the centerline of Wesley Street, a total distance of approximately 0.5 mile.

7. On Hidden Springs Road between the centerline of Catt Road and 750 feet south of Clinton Keith Road, a total distance of approximately 0.4 mile.

8. On Cherry Street between the centerline of Baxter Road and the centerline of Walnut Street, a total distance of approximately 0.5 mile.

9. On Sellers Road between the centerline of Bundy Canyon Road and the centerline of Waite Street, a total distance of approximately 0.2 mile.

10. On Palomar Street between the centerline of Corydon Road and the centerline of Mission Trail, a total distance of approximately 0.8 mile.

10.16.070 Forty miles per hour.

The prima facie speed limit is 40 miles per hour:

1. On Wildomar Trail between the centerline of Grand Avenue and the intersection of Baxter Road (approximately 0.1 mile easterly of White Street), a total distance of approximately 1.3 miles.

2. On Wildomar Trail between the centerline of Clinton Keith Road and the 90 degree corner (approximately 0.1 mile northerly of Rosita Drive), a total distance of approximately 1.0 mile.

3. On Corydon Street between the centerline of Grand Avenue to the centerline of Union Street (City of Lake Elsinore city limit), and on the south side of Corydon Street between the centerline of Union Street (City of Lake Elsinore city limit) to the centerline of Mission Trail, a total distance of approximately 1.5 miles.

4. On La Estrella Street between the centerline of Wildomar Trail and the centerline of Crossroads Street, a total distance of approximately 1.1 miles.

5. On Grand Avenue between the centerline of Wildomar Trail ~~Central Avenue~~ to the centerline of McVicar Street, a total distance of approximately 0.8 mile.

6. On Bundy Canyon Road between the centerline of Mission Trail to the centerline of Monte Vista Drive, a total distance of approximately 1.4 miles.

7. On Prielipp Road between the centerline of Inland Valley Road and the City limit boundary of the City of Murrieta, a total distance of approximately 0.7 mile.

~~8. On Palomar Street between the centerline of Corydon Road and the centerline of Mission Trail, a total distance of approximately 0.8 mile.~~

~~9~~8. On Lemon Street between the centerline of Mission Trail and the centerline of Orange Street, a total distance of approximately 0.9 mile.

10.16.080 Forty-five miles per hour.

The prima facie speed limit is 45 miles per hour:

1. On Wildomar Trail between the intersection of Baxter Road (approximately 0.1 mile easterly of White Street) and the 90 degree corner (approximately 0.1 mile northerly of Rosita Drive), a total distance of approximately 1.4 miles.

2. On Inland Valley Drive between the centerline of Clinton Keith Road and the centerline of Prielipp Road, a total distance of approximately 0.5 mile.

3. On Clinton Keith Road between the centerline of Inland Valley Road and the centerline of Carrington Street, for a total distance of approximately 1.0 mile.

4. On Grand Avenue from the centerline of McVicar Street to the centerline of Clinton Keith Road, for a total distance of approximately 0.9 mile.

5. On Palomar Street between the centerline of Clinton Keith Road the the City limit boundary of the City of Murrieta, a total distance of approximately 1.0 mile.

6. On Corydon Street between the centerline of Grand Avenue and the centerline of Mission Trail, a total distance of approximately 1.5 miles.

7. On McVicar Street between the centerline of Palomar Road and the centerline of Grand Avenue, a total distance of approximately 0.5 mile.

8. On Gruwell Street between the centerline of Grand Avenue and the centerline of Como Street, a total distance of approximately 0.8 mile.

10.16.090 Fifty miles per hour.

The prima facie speed limit is 50 miles per hour:

1. On Palomar Street between the centerline of Mission Trail and the centerline of Clinton Keith Road, a total distance of approximately 2.8 miles.

2. On Grand Avenue between the centerline of Wildomar Trail ~~Central Street~~ and the centerline of Corydon Street, a total distance of approximately 2.0 miles.

3. On the easterly half of Mission Trail between Malaga Road and Corydon Street, for a total distance of approximately 1.3 miles, and on the full-width of Mission Trail between Corydon Street and Palomar Street, for a total distance of approximately 1.2 miles.

4. On Clinton Keith Road between the centerline of Grand Avenue and the centerline of Palomar Street, a total distance of approximately 0.5 miles.

5. On Bundy Canyon Road between the centerline of Monte Vista Drive and the centerline of The Farm Road, a total distance of approximately 2.0 miles.

6. On Bundy Canyon Road between the centerline of The Farm Road and the centerline of Sunset Street, a total distance of approximately 1.0 mile.

7. On Monte Vista Drive between the centerline of Wildomar Trail and the centerline of Bundy Canyon Road, a total distance of approximately 1.2 miles.

~~8. On Gruwell Street between the centerline of Grand Avenue and the centerline of Como Street, a total distance of approximately 0.8 mile.~~

10.16.100 Fifty-five miles per hour.

Reserved.

10/6/2022

Jason Farag, PE
Director of Public Works

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

951.677.7751 x219
951.698.1463 (Fax)

RE: AB43 Speed Limit Recommendation- Gruwell Street between Grand Avenue and Como Street & Palomar Street between Corydon Street and Mission Trail

Dear Mr. Farag:

TKE Engineering has completed a review of the speed limit for Gruwell Street between Grand Avenue and Como Street and Palomar Street between Corydon Street and Mission Trail. Under the provisions of AB43, the California Vehicle Code has been amended as follows:

SEC. 8. Section 22358.8 is added to the Vehicle Code, to read:

22358.8. (a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, retain the current speed limit or restore the immediately prior speed limit if that speed limit was established with an engineering and traffic survey and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit.

(b) This section does not authorize a speed limit to be reduced by any more than five miles per hour from the current speed limit nor below the immediately prior speed limit.

(c) A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

The preceding section became effective Jan 1, 2022. Based on this section, a review of Gruwell Street between Grand Avenue and Como Street as well as Palomar Street between Corydon Street and Mission Trail was conducted. Research into the preceding E&TS for Gruwell Street was completed and it was found that an E&TS dated 12/23/2004 was completed and that the E&TS recommended a speed limit of 40 miles per hour. The E&TS recommendation was reviewed and determined to be valid and meet the standards for a certified E&TS including signature by a registered engineer. This survey is attached to this memo. In addition, research into the preceding E&TS for Palomar Street was completed and it was found that an E&TS dated 8/18/2009 was completed and that the E&TS recommended a speed limit of 35 miles per hour. The E&TS recommendation was reviewed and determined to be valid and meet the standards for a certified E&TS including signature by a registered engineer. This surveys are attached to this memo.

A review of the segments listed above is warranted based on complaints received from the public as well as field observations indicating that the current speed limit based on the most recently completed engineering and traffic survey is more than is reasonable considering a variety of factors including the geometry of the road, the presence of park and residential areas nearby, consistent history of complaints and other factors. This review indicates that the current speed limit is more than is reasonable and therefore, under new vehicle code sections enacted consistent with AB43, may be considered for reduction of up to five miles per hour from the current speed limit.

In addition, per Section 22358.8 (a) of the California Vehicle Code, historic aerial imagery was obtained showing the number of lanes on Gruwell Street in 2004. This was compared to current imagery to ensure that no additional general purpose lanes have been added to the roadway since completion of the previous E&TS. The respective aerial imagery is shown below:





Similarly, per Section 22358.8 (a) of the California Vehicle Code, historic aerial imagery was obtained showing the number of lanes on Palomar Street in 2009. This was compared to current imagery to ensure that no additional general purpose lanes have been added to the roadway since completion of the previous E&TS. The respective aerial imagery is shown below:





Based on this analysis, the following is recommended:

- Based on the finding that after conducting an E&TS, the speed limit on Gruwell is still more than is reasonable and safe, the City should, by ordinance, adopt the immediately prior E&TS (see attached) and establish a speed limit of 45 miles per hour. I have evaluated the section of highway and determined that no additional general-purpose lanes have been added to the roadway since completion of the immediately prior E&TS that established the prior speed limit.
- Based on the finding that after conducting an E&TS, the speed limit on Palomar Street is still more than is reasonable and safe, the City should, by ordinance, adopt the immediately prior E&TS (see attached) and establish a speed limit of 35 miles per hour. I have evaluated the section of highway and determined that no additional general-purpose lanes have been added to the roadway since completion of the immediately prior E&TS that established the prior speed limit.

These recommendations are summarized in the following table:

Street	Segment Limits	Approx. Length	Current Speed Limit	Recommended Speed Limit
Gruwell Street	Grand Avenue/ Como Street	0.8 Miles	50 mph	45 mph
Palomar Street	Corydon Street/ Mission Trail	0.8 Miles	40 mph	35 mph

Please contact Justin Schlaefli at jschlaefli@tkeengineering.com and/or at (619) 818-6465 for questions or clarifications.

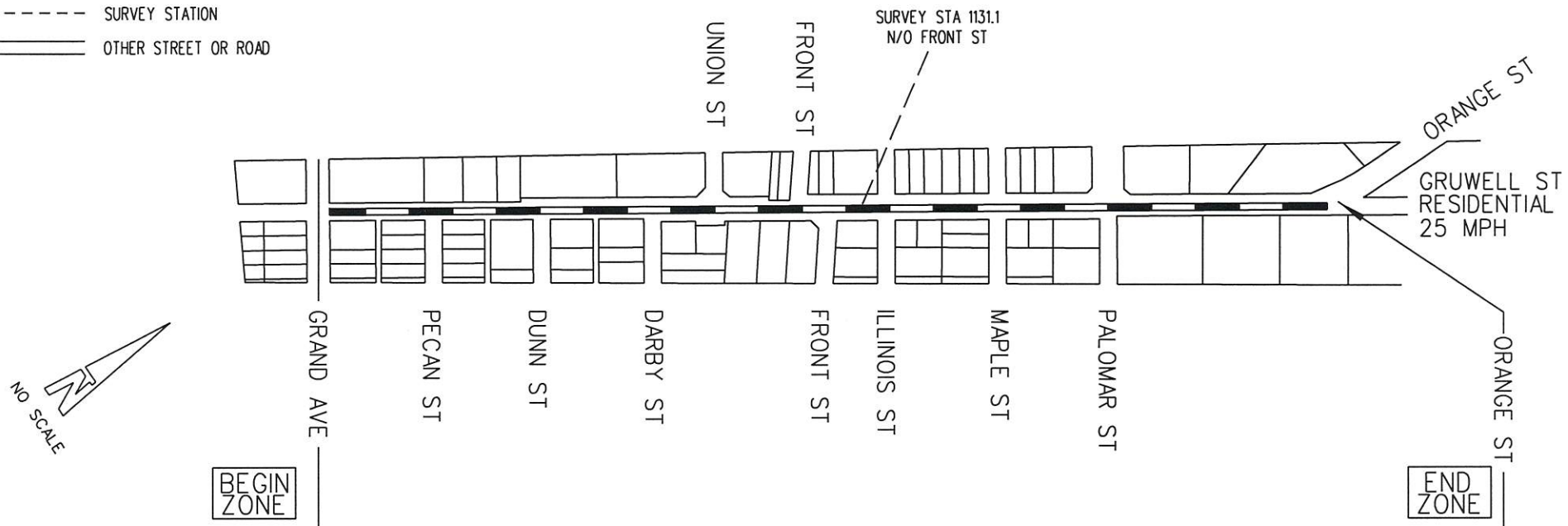
Sincerely,

Justin Schlaefli, PE TE
Traffic Engineer

LEGEND:

- CITY LIMITS
- RADAR ZONE
- SURVEY STATION
- OTHER STREET OR ROAD

GRUWELL STREET (#1131)



RECOMMENDED SPEED LIMIT	40 MPH
PREVAILING SPEED (85%)	43 MPH
VEHICLES IN 24 HR (2 WAY)	2100
SEGMENT LENGTH	0.52 MILE
ALL ACCIDENTS IN 2 YRS.	1
ACCIDENT RATE ☆	1.28 MVM
EXISTING SPEED LIMIT	40 MPH (ORD.452.214.2.4.28)

☆ RATE = $\frac{\text{ACCIDENT} \times 1\,000\,000}{\text{VEH} \times 365 \times 2 \times \text{MILE}}$

COUNTY AREA: WILDOMAR

COUNTY MAP PAGE: 77

SUPERVISOR DISTRICT: 1

SURVEY DATE: 11/2/2004

MAP DATE: 12/21/2004

DRAWN BY: R HEALY

CAD FILE: GRUWELL.DGN

APPROVED BY:

DATE: 12/23/2004

LAWRENCE T. TAI, P.E.
COUNTY TRAFFIC ENGINEER

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
TRAFFIC ENGINEERING SECTION

ENGINEERING AND TRAFFIC SURVEY
AT
GRUWELL ST

PAGE
1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT
TRAFFIC ENGINEERING SECTION
GIS-BASED ACCIDENT RECORDS SYSTEM
ACCIDENT REPORT BY LOCATION

LOCATION: GRUWELL / (NO CITY DATA)
REPORT PERIOD: 10/01/2002 TO 09/30/2004
SEARCH TYPE: SEGMENT
DATE OF REPORT: 12/21/2004
TOTAL RECORDS: 1

	PRIMARY STREET	DIST	DIR	SECONDARY STREET	DATE	TIME	LIGHT	TYPE	SEV
	PRIMARY COLLISION FACTOR			MPC1	MPC2			DOT1	DOT2
1	GRUWELL ST	70	E	PALOMAR ST	02/08/2004	1230	DAY	REAR	PDO
	UNSAFE SPEED			STOPPED IN ROADWAY	STOPPED IN ROADWAY			WB	WB

$$\frac{1000000}{2100 \times 730 \times 0.51} = 1.28$$

COUNTY OF RIVERSIDE
GRUWELL STREET N/O FRONT STREET

Directional Speed Survey
November 2004

Counts Unlimited, Inc. ▪ 25424 Jaclyn Avenue ▪ Moreno Valley, CA 92557 ▪ T 909 247 6716 ▪ F 909 924 8604

COUNTY OF RIVERSIDE
GRUWELL STREET
S/FRONT STREET
24 HR DIRECTIONAL SPEED SURVEY

Counts Unlimited, Inc.
909-247-6716

Site Code : 000000257952
Start Date: 11/02/2004
File I.D. : CRGRSOFR
Page : 1

NORTHBOUND

Begin Time	Total	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-999	
12:00 11/02	2	0	0	0	0	0	1	0	1	0	0	0	0	0	0	
01:00	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
03:00	3	0	0	0	1	0	2	0	0	0	0	0	0	0	0	
04:00	10	0	0	1	3	2	0	2	1	1	0	0	0	0	0	
05:00	31	0	1	0	12	5	4	3	2	2	0	2	0	0	0	
06:00	64	1	0	6	10	14	14	9	5	1	1	3	0	0	0	
07:00	221	2	2	5	25	50	82	38	16	0	1	0	0	0	0	
08:00	47	0	1	4	10	9	11	10	2	0	0	0	0	0	0	
09:00	36	3	1	6	4	8	7	6	0	1	0	0	0	0	0	
10:00	59	1	1	1	13	18	12	10	3	0	0	0	0	0	0	
11:00	42	0	1	5	5	15	5	9	1	0	0	1	0	0	0	
12:00 pm	48	0	0	7	7	11	16	7	0	0	0	0	0	0	0	
01:00	62	0	2	4	13	10	20	8	2	3	0	0	0	0	0	
02:00	122	1	0	0	21	19	40	31	7	1	1	0	0	1	0	
03:00	69	1	0	2	14	19	15	14	3	1	0	0	0	0	0	
04:00	60	0	2	5	10	15	21	4	3	0	0	0	0	0	0	
05:00	78	2	3	5	17	20	19	10	2	0	0	0	0	0	0	
06:00	46	1	1	3	6	12	11	9	3	0	0	0	0	0	0	
07:00	30	0	0	1	7	9	8	3	2	0	0	0	0	0	0	
08:00	25	0	0	1	7	2	6	7	1	0	1	0	0	0	0	
09:00	10	0	0	0	1	6	1	1	0	0	1	0	0	0	0	
10:00	7	0	0	0	2	2	0	1	2	0	0	0	0	0	0	
11:00	4	0	0	0	0	1	2	1	0	0	0	0	0	0	0	
Day Totals	1077	12	15	56	188	247	297	183	56	11	5	6	*	1	*	*
Grand Total	1077	12	15	56	188	247	297	183	56	11	5	6	0	1	0	

Speed Statistics.

15th Percentile Speed	:	27 MPH
Median Speed (50th percentile)	:	35 MPH
Average Speed - All Vehicles	:	35 MPH
85th Percentile Speed	:	42 MPH
95th Percentile Speed	:	47 MPH
10 MPH Pace Speed	:	31-40 MPH
Number of Vehicles in Pace	:	544
Percent of Vehicles in Pace	:	50.50%
Number of Vehicles > 55 MPH	:	12
Percent of Vehicles > 55 MPH	:	1.11%

COUNTY OF RIVERSIDE
GRUWELL STREET
S/FRONT STREET
24 HR DIRECTIONAL SPEED SURVEY

Counts Unlimited, Inc.
909-247-6716

Site Code : 000000257952
Start Date: 11/02/2004
File I.D. : CRGRSOFR
Page : 2

SOUTHBOUND

Begin Time	Total	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-999	
12:00 11/02	4	0	0	0	0	2	1	1	0	0	0	0	0	0	0	
01:00	2	0	0	0	0	1	0	1	0	0	0	0	0	0	0	
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
03:00	3	0	0	0	1	1	1	0	0	0	0	0	0	0	0	
04:00	5	0	0	1	0	0	2	0	0	1	0	1	0	0	0	
05:00	21	0	0	1	0	1	6	5	3	3	1	1	0	0	0	
06:00	30	0	0	2	2	7	7	6	2	3	0	1	0	0	0	
07:00	93	2	0	5	14	17	24	17	13	1	0	0	0	0	0	
08:00	43	0	1	2	6	10	13	6	3	2	0	0	0	0	0	
09:00	35	2	1	5	5	5	11	3	1	2	0	0	0	0	0	
10:00	44	0	1	2	3	11	11	12	3	0	1	0	0	0	0	
11:00	53	0	1	4	7	3	20	14	3	0	1	0	0	0	0	
12:00 pm	50	0	1	2	7	13	12	7	4	3	0	1	0	0	0	
01:00	69	1	1	4	1	17	24	12	8	1	0	0	0	0	0	
02:00	115	2	2	9	17	26	28	18	9	3	0	1	0	0	0	
03:00	106	1	2	5	11	26	27	23	8	3	0	0	0	0	0	
04:00	95	1	3	4	19	22	25	14	4	1	1	1	0	0	0	
05:00	92	1	4	8	19	28	16	9	3	2	1	1	0	0	0	
06:00	61	0	2	2	7	19	15	9	5	2	0	0	0	0	0	
07:00	46	0	0	4	4	7	12	10	7	2	0	0	0	0	0	
08:00	35	0	0	0	7	8	10	8	2	0	0	0	0	0	0	
09:00	22	0	0	1	0	8	5	5	2	1	0	0	0	0	0	
10:00	9	0	0	0	0	2	2	2	1	2	0	0	0	0	0	
11:00	8	0	0	0	0	2	3	2	1	0	0	0	0	0	0	
Day Totals	1041	10	19	61	130	236	275	184	82	32	5	7	*	*	*	*
Grand Total	1041	10	19	61	130	236	275	184	82	32	5	7	0	0	0	

Speed Statistics.

15th Percentile Speed	:	27 MPH
Median Speed (50th percentile)	:	36 MPH
Average Speed - All Vehicles	:	36 MPH
85th Percentile Speed	:	43 MPH
95th Percentile Speed	:	49 MPH
10 MPH Pace Speed	:	31-40 MPH
Number of Vehicles in Pace	:	511
Percent of Vehicles in Pace	:	49.07%
Number of Vehicles > 55 MPH	:	12
Percent of Vehicles > 55 MPH	:	1.15%

COUNTY OF RIVERSIDE
GRUWELL STREET
S/FRONT STREET
24 HR DIRECTIONAL SPEED SURVEY

Counts Unlimited, Inc.
909-247-6716

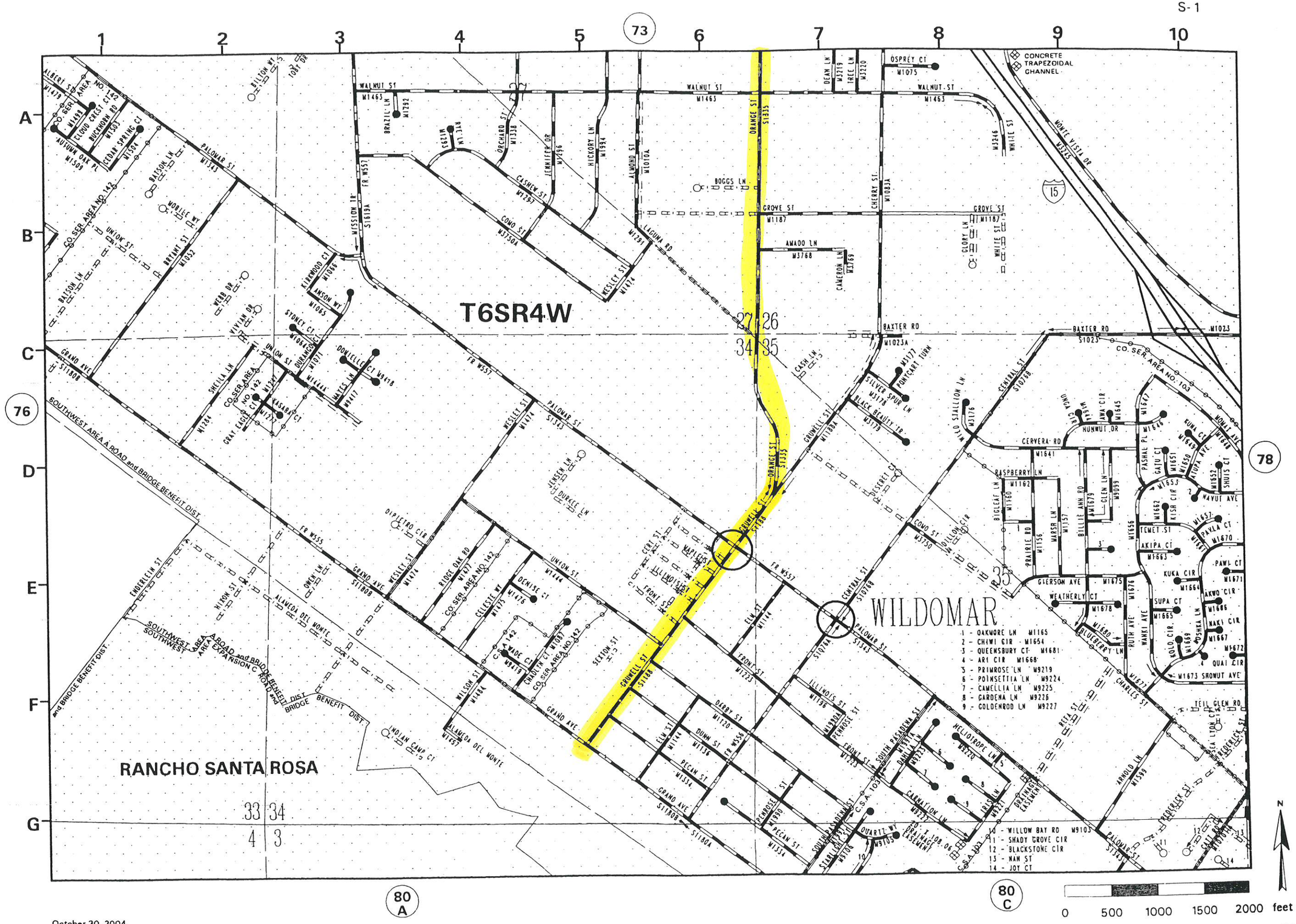
Site Code : 000000257952
Start Date: 11/02/2004
File I.D. : CRGRSOFR
Page : 3

NORTHBOUND, SOUTHBOUND

Begin Time	Total	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-999
12:00 11/02	6	0	0	0	0	2	2	1	1	0	0	0	0	0	0
01:00	3	0	0	0	0	1	0	1	0	1	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	6	0	0	0	2	1	3	0	0	0	0	0	0	0	0
04:00	15	0	0	2	3	2	2	2	1	2	0	1	0	0	0
05:00	52	0	1	1	12	6	10	8	5	5	1	3	0	0	0
06:00	94	1	0	8	12	21	21	15	7	4	1	4	0	0	0
07:00	314	4	2	10	39	67	106	55	29	1	1	0	0	0	0
08:00	90	0	2	6	16	19	24	16	5	2	0	0	0	0	0
09:00	71	5	2	11	9	13	18	9	1	3	0	0	0	0	0
10:00	103	1	2	3	16	29	23	22	6	0	1	0	0	0	0
11:00	95	0	2	9	12	18	25	23	4	0	1	1	0	0	0
12:00 pm	98	0	1	9	14	24	28	14	4	3	0	1	0	0	0
01:00	131	1	3	8	14	27	44	20	10	4	0	0	0	0	0
02:00	237	3	2	9	38	45	68	49	16	4	1	1	0	1	0
03:00	175	2	2	7	25	45	42	37	11	4	0	0	0	0	0
04:00	155	1	5	9	29	37	46	18	7	1	1	1	0	0	0
05:00	170	3	7	13	36	48	35	19	5	2	1	1	0	0	0
06:00	107	1	3	5	13	31	26	18	8	2	0	0	0	0	0
07:00	76	0	0	5	11	16	20	13	9	2	0	0	0	0	0
08:00	60	0	0	1	14	10	16	15	3	0	1	0	0	0	0
09:00	32	0	0	1	1	14	6	6	2	1	1	0	0	0	0
10:00	16	0	0	0	2	4	2	3	3	2	0	0	0	0	0
11:00	12	0	0	0	0	3	5	3	1	0	0	0	0	0	0
Day Totals	2118	22	34	117	318	483	572	367	138	43	10	13	*	1	*
Grand Total	2118	22	34	117	318	483	572	367	138	43	10	13	0	1	0

Speed Statistics.

15th Percentile Speed	:	27 MPH
Median Speed (50th percentile)	:	36 MPH
Average Speed - All Vehicles	:	36 MPH
85th Percentile Speed	:	43 MPH
95th Percentile Speed	:	48 MPH
10 MPH Pace Speed	:	31-40 MPH
Number of Vehicles in Pace	:	1055
Percent of Vehicles in Pace	:	49.82%
Number of Vehicles > 55 MPH	:	24
Percent of Vehicles > 55 MPH	:	1.13%



October 30, 2004

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3 B.
Meeting Date: September 9, 2009

TO: Mayor and City Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Establishing Speed Limits on Bundy Canyon Road from Mission Trail to the Wildomar City Limits and Palomar Street from Mission Trail to Corydon Street

STAFF REPORT

RECOMMENDATION: Introduce Ordinance No. 36 entitled:

ORDINANCE NO. 36
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE SPEED LIMIT ON BUNDY CANYON ROAD FROM MISSION TRAIL TO THE WILDOMAR CITY LIMITS AND PALOMAR STREET FROM MISSION TRAIL TO CORYDON STREET

which establishs the following speed limits:

Roadway Segment	Posted Speed Limit
Bundy Canyon Road- Mission Trail to Oak Canyon Drive	45 miles per hour
Bundy Canyon Road- Oak Canyon Drive to Wildomar City Limits	45 miles per hour
Palomar Street- Mission Trail to Corydon Street	35 miles per hour

BACKGROUND:

Cities and Counties in California are required to follow the California Vehicle Code (CVC) Section 22358(a) to establish speed limits within their jurisdictions. Following the CVC allows local law enforcement to use radar equipment to enforce the speed limit. The recent traffic speed surveys performed for the above mentioned sections of roadway indicated that the prevailing speeds (85th percentile) are:

Roadway Segment	85th Percentile Speed
Bundy Canyon Road- Mission Trail to Oak Canyon Drive	44 miles per hour
Bundy Canyon Road- Oak Canyon Drive to Wildomar City Limits	52 miles per hour
Palomar Street- Mission Trail to Corydon Street	42 miles per hour

The recommended posted speed limit is the 85th percentile speed rounded to the nearest 5 mile per hour increment. Additionally, the speed limit can be reduced an additional 5 miles per hour based upon field conditions and engineering judgment, as outlined in an Engineering and Traffic Survey.

DISCUSSION:

The recommended speed limits for Bundy Canyon Road from Oak Canyon Drive to the Wildomar City limits and Palomar Street from Mission Trail to Corydon Street are reduced by the additional 5 mile per hour increment for the following reasons:

Bundy Canyon Road

- School frontage
- Narrow, winding 2 lane roadway with driveways
- No shoulder in some areas
- High embankment along curves reduces visibility
- No turn pockets

Palomar Street

- Residential home frontage
- Park frontage
- Unpaved shoulder
- Park generates pedestrian and bicycle traffic

FISCAL IMPACTS:

The cost to change and install the new speed limit signs will be less than $1500.00 and will be funded by Gas Tax.

There is no fiscal impact to the City's General Fund.

Submitted by:

Michael Kashiwagi
Development Services

Approved by:

Frank Oviedo
City Manager

ATTACHMENTS:

1. Ordinance No. 36
2. Engineering and Traffic Surveys

ORDINANCE NO. 36
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE SPEED LIMIT ON BUNDY CANYON ROAD FROM MISSION TRAIL TO THE WILDOMAR CITY LIMITS AND PALOMAR STREET FROM MISSION TRAIL TO CORYDON STREET

THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA does ordain as follows:

SECTION 1. FINDINGS

On September 9, 2009, the City Council of the City of Wildomar reviewed and considered the engineering and traffic surveys and related information, attached hereto and incorporated by reference.

Based upon the review of the Survey and related information, the City Council finds the prevailing or 85th percentile speeds of the vehicles are:

Roadway Segment	85th Percentile Speed
Bundy Canyon Road-Mission Trail to Oak Canyon Drive	44 miles per hour
Bundy Canyon Road-Oak Canyon Drive to Wildomar City Limits	52 miles per hour
Palomar Street-Mission Trail to Corydon Street	42 miles per hour

SECTION 2. DECLARATION OF SPEED LIMITS

Based on findings set forth in Section 1, above, the City Council hereby declares the following speed limits:

- Bundy Canyon Road between Mission Trail and Oak Canyon Drive shall be forty-five (45) miles per hour;
- Bundy Canyon Road between Oak Canyon Drive and the Wildomar City Limits shall be forty-five (45) miles per hour;
- Palomar Street between Mission Trail and Corydon Street shall be thirty-five (35) miles per hour;

SECTION 3. DIRECTION TO CITY TRAFFIC ENGINEER

On or after the effective date of this ordinance, the City Engineer is directed to clearly post speed limit signs effectuating Section 2, above, to give notice that this ordinance is in effect.

SECTION 4. NO MANDATORY DUTY OF CARE.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty or care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 6. EFFECTIVE DATE AND PUBLICATION

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least fifteen (15) days after its passage, a summary of the ordinance may be published at least five day prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

_____
Scott Farnam
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

City of Wildomar

Radar Speed Survey

SURVEY LOCATION: **Palomar Street**

SURVEY DATE: 8/18/2009

LIMITS: Mission Trail to Corydon Street

POSTED SPEED LIMIT: 45 WEATHER: Clear OBSERVER: Southland Car Counters

VEHICLE SPEED (MPH)	TOTAL VEHICLE
69	
68	
67	
66	
65	
64	
63	
62	
61	
60	
59	
58	
57	
56	
55	
54	
53	
52	
51	
50	
49	
48	
47	
46	1
45	2
44	4
43	6
42	8
41	15
40	19
39	16
38	13
37	9
36	4
35	3
34	2
33	
32	
31	
30	
29	
28	
27	
26	
25	
24	
23	
22	
21	
20	
TOTAL	101

85th PERCENTILE 42 MPH AVERAGE SPEED 39.7 MPH

10 MPH PACE SPEED FROM 35 MPH TO 44 MPH

% UNDER PACE 2.0% % IN PACE 95.0% % OVER PACE 3.0%

ROADSIDE CONDITIONS

PREDOMINANT LAND USE

SINGLE FAMILY RESIDENTIAL	X
MULTI-FAMILY RESIDENTIAL	
COMMERCIAL	
OFFICE	
INDUSTRIAL	
SCHOOL	
PARK	X
PLACE OF WORSHIP	

ON STREET PARKING

HEAVY	
MODERATE	
LIGHT	X
NO PARKING	

ROADWAY GEOMETRY

SEGMENT LENGTH (FEET):	
WIDTH (FEET)	
MEDIAN:	
NUMBER OF LANES:	2
BIKE LANES	

AVERAGE DAILY TRAFFIC

COLLISION HISTORY	YEAR 1	YEAR 2
NUMBER OF COLLISIONS		
COLLISIONS DUE TO SPEEDING		

COMMENTS:

Residential frontage. Park frontage. Unpaved shoulder. Recommended speed limit: 35 MPH.



STREET NAME:	Palomar Street		POSTED SPEED LIMIT
FROM:	Mission Trail		
TO:	Corydon Street		
SURVEY DATE:	8/18/2009	EXPIRATION DATE: 8/18/2014	45 MPH

LEGENDS:

- Signalized Intersection
- All Way Stop
- Stop Sign (2-way)
- Stop Sign (1-way)
- Street Sign
  R2-1 - Speed Limit

RADAR SPEED SURVEY	
Critical Speed (85th Percentile)	42 MPH
Average Speed	39.7 MPH
10 mph Pace	35 MPH - 44 MPH
Percent in Pace	95.00%

COLLISION HISTORY	2007 - 2009
Number of Collisions	
Collisions due to Speeding	

ROADSIDE CONDITIONS	
PREDOMINANT LAND USE	
Single Family Residential	X
Multi Family Residential	
Commercial	
Industrial	
Office	
School	
Place of Worship	
Park	X

ROADWAY GEOMETRY		
Segment Length	4,300	FT
Roadway Width		FT
Number of Lanes	2	
Bike Lanes		
Median		

Median

COMMENTS:
Residential frontage. Park frontage. Unpaved shoulder. Recommended speed limit: 35 MPH.

REGISTERED PROFESSIONAL ENGINEER
DAVID S. YATABE
No. TR 1947
Exp. 6/30/10
TRAFFIC
STATE OF CALIFORNIA

Certifying Engineer

City of Wildomar

Radar Speed Survey

SURVEY LOCATION: **Bundy Canyon Road**

SURVEY DATE: 8/18/2009

LIMITS: Mission Trail to Oak Canyon Drive

VEHICLE SPEED (MPH)	TOTAL VEHICLE
69	
68	
67	
66	
65	
64	
63	
62	
61	
60	
59	
58	
57	
56	
55	
54	
53	
52	
51	
50	
49	
48	1
47	3
46	6
45	5
44	10
43	17
42	15
41	12
40	14
39	8
38	3
37	2
36	2
35	1
34	1
33	
32	
31	
30	
29	
28	
27	
26	
25	
24	
23	
22	
21	
20	
TOTAL	100

POSTED SPEED LIMIT: 45 **WEATHER:** Clear **OBSERVER:** Southland Car Counters

85th PERCENTILE	44 MPH	AVERAGE SPEED	41.8 MPH		
10 MPH PACE SPEED	FROM	38 MPH	TO	47 MPH	
% UNDER PACE	6.0%	% IN PACE	93.0%	% OVER PACE	1.0%

ROADSIDE CONDITIONS

PREDOMINANT LAND USE

SINGLE FAMILY RESIDENTIAL	☐
MULTI-FAMILY RESIDENTIAL	☐
COMMERCIAL	☐
OFFICE	☐
INDUSTRIAL	☐
SCHOOL	☒
PARK	☐
PLACE OF WORSHIP	☐

ON STREET PARKING

HEAVY	☐
MODERATE	☐
LIGHT	☐
NO PARKING	☐

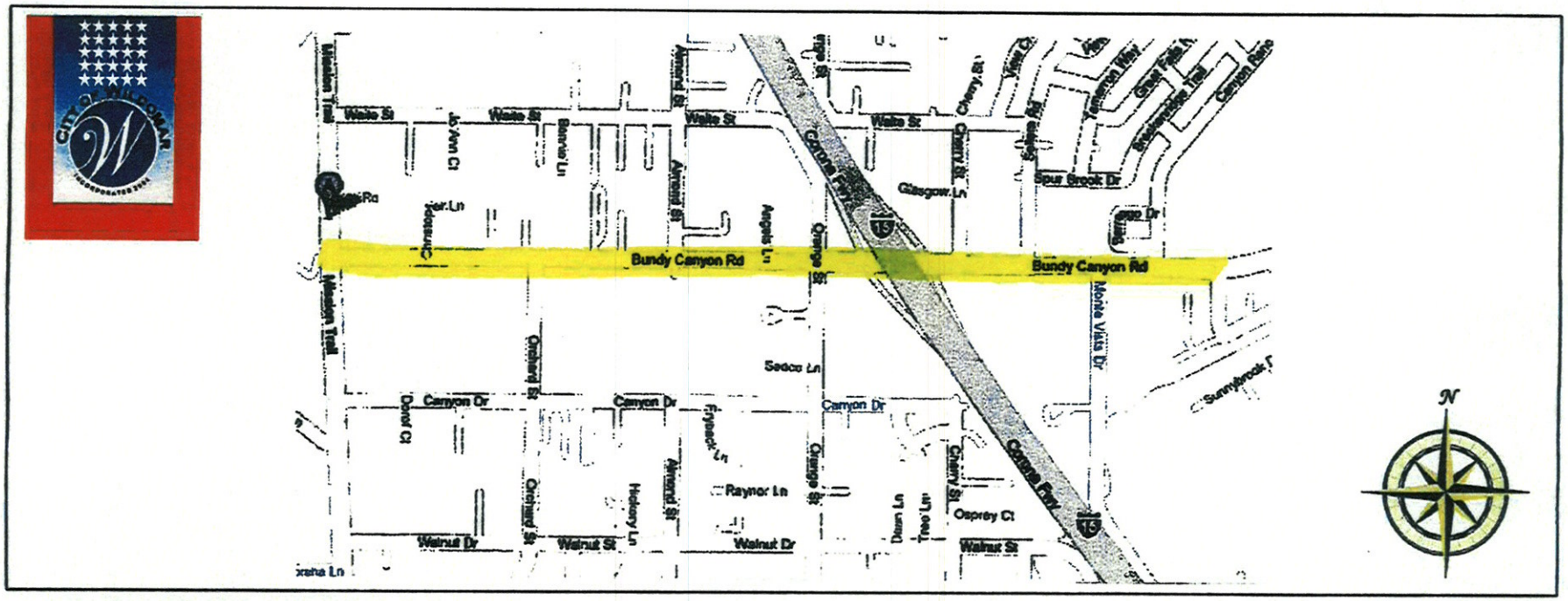
ROADWAY GEOMETRY

SEGMENT LENGTH (FEET):	5280
WIDTH (FEET)	
MEDIAN:	
NUMBER OF LANES:	2
BIKE LANES	

AVERAGE DAILY TRAFFIC	*COLLISION HISTORY*	YEAR 1	YEAR 2
	NUMBER OF COLLISIONS		
	COLLISIONS DUE TO SPEEDING		

COMMENTS:

Residential frontage, unpaved shoulder. Intersecting roadways. No sidewalk in some areas. Large number of school pedestrians. Recommended speed limit: 45 MPH.



STREET NAME:	Bundy Canyon Road	POSTED SPEED LIMIT
FROM:	Mission Trail	
TO:	Oak Canyon Drive	
SURVEY DATE:	8/18/2009	EXPIRATION DATE: 8/18/2014 — 45 MPH

LEGENDS:

- Signalized Intersection
- All Way Stop
- Stop Sign (2-way)
- Stop Sign (1-way)
- Street Sign
  R2-1 - Speed Limit

RADAR SPEED SURVEY	
Critical Speed (85th Percentile)	44 MPH
Average Speed	41.8 MPH
10 mph Pace	38 MPH - 47 MPH
Percent in Pace	93.00%

COLLISION HISTORY	2007 - 2009
Number of Collisions	
Collisions due to Speeding	

ROADSIDE CONDITIONS	
PREDOMINANT LAND USE	
Single Family Residential	
Multi Family Residential	
Commercial	
Industrial	
Office	
School	X
Place of Worship	
Park	

ROADWAY GEOMETRY		
Segment Length	5,280	FT
Roadway Width		FT
Number of Lanes	2	
Bike Lanes		
Median		

COMMENTS:
Residential frontage, unpaved shoulder. Intersecting roadways. No sidewalk in some areas. Large number of school pedestrians. Recommended speed limit: 45 MPH.

REGISTERED PROFESSIONAL ENGINEER
DAVID S. YATABE
No. TR 1947
Exp. 6/30/10
TRAFFIC
STATE OF CALIFORNIA

Certifying Engineer

City of Wildomar

Radar Speed Survey

SURVEY LOCATION: **Bundy Canyon Road**

SURVEY DATE: 8/18/2009

LIMITS: Oak Canyon Drive to Wildomar City Limits

VEHICLE SPEED (MPH)	TOTAL VEHICLE
69	
68	
67	
66	
65	
64	
63	
62	
61	
60	
59	
58	
57	
56	
55	2
54	4
53	7
52	8
51	9
50	10
49	12
48	15
47	14
46	9
45	7
44	2
43	1
42	
41	
40	
39	
38	
37	
36	
35	
34	
33	
32	
31	
30	
29	
28	
27	
26	
25	
24	
23	
22	
21	
20	
TOTAL	100

POSTED SPEED LIMIT: 55 **WEATHER:** Clear **OBSERVER:** Southland Car Counters

85th PERCENTILE	**52 MPH**		**AVERAGE SPEED**	**49. MPH**	
10 MPH PACE SPEED	**FROM**	**45 MPH**	**TO**	**54 MPH**	
% UNDER PACE	**3.0%**	**% IN PACE**	**95.0%**	**% OVER PACE**	**2.0%**

ROADSIDE CONDITIONS

PREDOMINANT LAND USE

SINGLE FAMILY RESIDENTIAL	☐
MULTI-FAMILY RESIDENTIAL	☐
COMMERCIAL	☐
OFFICE	☐
INDUSTRIAL	☐
SCHOOL	☑
PARK	☐
PLACE OF WORSHIP	☐

ON STREET PARKING

HEAVY	☐
MODERATE	☐
LIGHT	☐
NO PARKING	☐

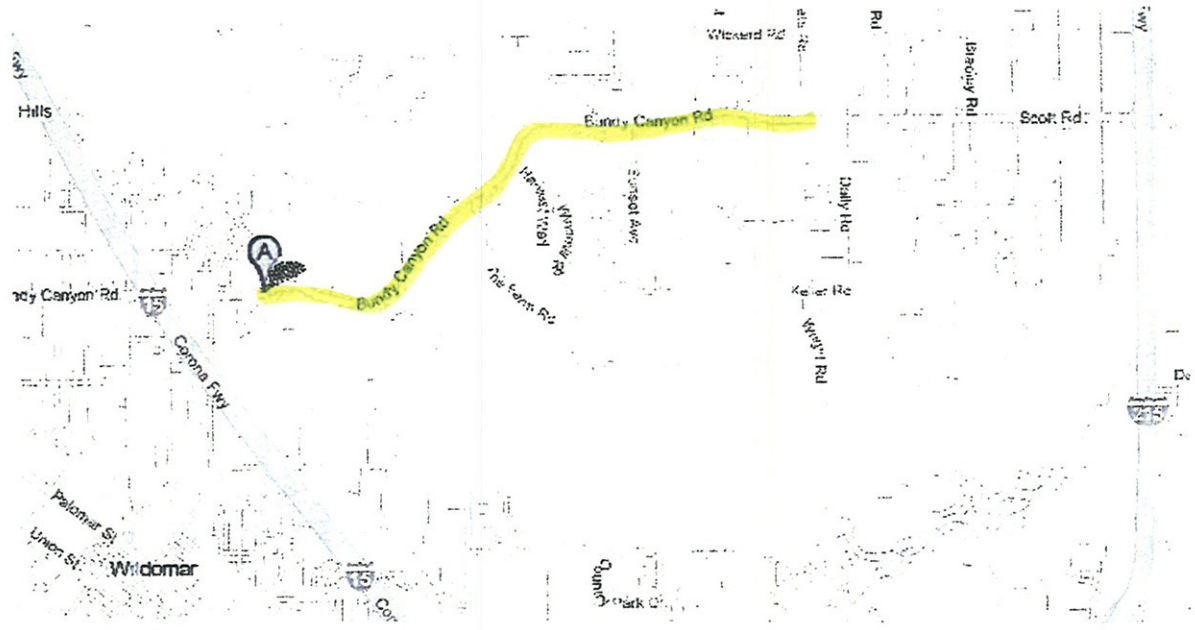
ROADWAY GEOMETRY

SEGMENT LENGTH (FEET):	18480
WIDTH (FEET)	
MEDIAN:	
NUMBER OF LANES:	2
BIKE LANES	

AVERAGE DAILY TRAFFIC	***COLLISION HISTORY***	YEAR 1	YEAR 2
	NUMBER OF COLLISIONS		
	COLLISIONS DUE TO SPEEDING		

COMMENTS:

School frontage. Narrow, winding 2-lane road, unpaved shoulder. Some areas no shoulder at all. Many driveways, not apparent to drivers coming off curves. Poor visability caused by high embankment and curves. Recommended speed limit: 45 MPH.



STREET NAME:	**Bundy Canyon Road**	**POSTED SPEED LIMIT**
FROM:	Oak Canyon Road	
TO:	Wildomar City Limits	**55 MPH**
SURVEY DATE:	8/18/2009	**EXPIRATION DATE: 8/18/2014**

LEGENDS:

- Signalized Intersection
- All Way Stop
- Stop Sign (2-way)
- Stop Sign (1-way)
- Street Sign
  R2-1 - Speed Limit

RADAR SPEED SURVEY	
Critical Speed (85th Percentile)	52 MPH
Average Speed	49 MPH
10 mph Pace	45 MPH - 54 MPH
Percent in Pace	95.00%

COLLISION HISTORY	2007 - 2009
Number of Collisions	
Collisions due to Speeding	

ROADSIDE CONDITIONS	
PREDOMINANT LAND USE	
Single Family Residential	
Multi Family Residential	
Commercial	
Industrial	
Office	
School	X
Place of Worship	
Park	

ROADWAY GEOMETRY		
Segment Length	18480.0	FT
Roadway Width		FT
Number of Lanes	2	
Bike Lanes		
Median		

COMMENTS:

School frontage. Narrow, winding 2-lane road, unpaved shoulder. Some areas no shoulder at all. Many driveways, not apparent to drivers coming off curves. Poor visability caused by high embankment and curves. Recommended speed limit: 45 MPH.

REGISTERED PROFESSIONAL ENGINEER
DAVID S. YATABE
No. TR 1947
Exp. 6/30/10
TRAFFIC
STATE OF CALIFORNIA

Certifying Engineer

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: October 12, 2022

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:

Title- Councilmember-Anticipated Date

1. ~~Update from MSJC College regarding 2014 Bond Funding – Morabito - Oct 2022~~
2. City Wide Street Sweeping – Moore – Oct 2022
3. Street Signage – Benoit - TBD
4. Sidewalk Vending Process – Moore – Nov 2022
5. Clinton Keith Road on/off Ramp Maintenance - Moore - Jan 2023
6. Firework Ordinance - Benoit - Nov 2022
7. Specifications for Little Free Library and other community donated items - Morabito - Feb 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: October 12, 2022

SUBJECT: Minutes-September 14, 2022, Regular Meeting

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Approve minutes as presented.

ATTACHMENTS:
A. Minutes

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT REGULAR MEETING
WEDNESDAY, SEPTEMBER 14, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular meeting was called to order by Chair Benoit at 7:29 p.m.

ROLL CALL

Members in attendance: Chair Ben J Benoit, Vice-Chair Joseph Morabito, Board members: Ashlee DePhillippo, Bridgette Moore, and Dustin Nigg

Staff in Attendance: City Manager York, City Attorney Jex, Board Clerk Morales, Administrative Analyst Aguilar, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Public Works Director Farag, Development Manager Stadnik, Community Services Director Torres, and Senior Project Manager Repke.

PUBLIC COMMENTS

None

BOARD COMMUNICATIONS

None

APPROVAL OF THE AGENDA AS PRESENTED

No changes to the agenda as presented.

4. CEMETERY CONSENT CALENDAR

Moved by Dustin Nigg; seconded by Joseph Morabito to Approve the consent calendar as presented.

Motion Passed: 5 - 0

Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

4.1 August 10, 2022, Cemetery Minutes

Approved the minutes as presented.

4.2 Warrant Register Cemetery August 2022

Approved the following:

For the Fiscal Year 2021/2022

1. Warrant Register dated 08-04-2022 in the amount of $65.98.
2. Warrant Register dated 08-11-2022 in the amount of $1,784.65.
3. Warrant Registers dated 08-25-2022 in the amount of $253.75.

For the Fiscal Year 2022/2023

1. Warrant Register dated 08-04-2022 in the amount of $29.10.
2. Warrant Registers dated 08-11-2022 in the amount of $4,564.30.
3. Warrant Registers dated 08-17-2022 in the amount of $190.71.
4. Warrant Registers dated 08-25-2022 in the amount of $600.96.

4.3 July 2022 Cemetery Treasurers Report

Approved the Treasurer's report.

5. PUBLIC HEARINGS

No scheduled Items.

6. GENERAL BUSINESS

No scheduled Items.

GENERAL MANAGER REPORT

None

FUTURE AGENDA ITEMS

None

ADJOURN THE WILDOMAR CEMETERY DISTRICT

There being no further business Chair Benoit adjourned the meeting at 7:30 p.m.

Submitted by:	Approved by:
_____	_____
Janet Morales, CMC	Ben J. Benoit
City Clerk	Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: October 12, 2022

SUBJECT: Warrant Register Cemetery September 2022

SUBMITTED BY: Robert Howell

PREPARED BY: Nicholas Neidiffer , Accounting Specialist

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 09-01-2022 in the amount of $218.11.
2. Warrant Register dated 09-15-2022 in the amount of $4,899.92.
3. Warrant Register dated 09-29-2022 in the amount of $606.56.

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 Budget.

ATTACHMENTS:
A. Warrant Reg CEM Sept 2022 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215525	9/1/2022	000367 CINTAS CORPORATION	4129206097		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
					Total :	**77.72**
215526	9/1/2022	000941 FRONTIER	81922		CEMETERY VOICE/INTERNET SVC 08/19/22-09/	70.80
					Total :	**70.80**
215527	9/1/2022	000094 STAUFFERS LAWN EQUIPMENT	294549		FACILITY MATERIAL	69.59
					Total :	**69.59**
3 Vouchers for bank code : wf					**Bank total :**	**218.11**
3 Vouchers in this report					**Total vouchers :**	**218.11**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215555	9/15/2022	001596 ASCO PACIFIC	67597		CEMETERY DEPT SUPPLIES	1,052.95
					Total :	**1,052.95**
215556	9/15/2022	000367 CINTAS CORPORATION	5123614299		CEMETERY FIRS AID & SAFETY	327.85
					Total :	**327.85**
215557	9/15/2022	000367 CINTAS CORPORATION	41298996933		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
			4130623585		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
			4131246053		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
					Total :	**233.16**
215558	9/15/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11880062		07/19/22-08/19/22 CEMETERY WATER SERVICE	2,767.50
					Total :	**2,767.50**
215559	9/15/2022	000186 RIGHTWAY	310308		CEMETERY RESTROOM MAINTENANCE/SERVICE 8/	449.55
					Total :	**449.55**
215560	9/15/2022	000790 SPARKLETTS	91022		THROUGH 9/10/22 DRINKING WATER-CEMETERY	68.91
					Total :	**68.91**

6 Vouchers for bank code : wf **Bank total :** **4,899.92**

6 Vouchers in this report **Total vouchers :** **4,899.92**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215658	9/29/2022	000240 ALWAYS RELIABLE BACKFLOW	82622		CEMETERY ANNUAL BACKFLOW TEST	50.00
					Total :	**50.00**
215659	9/29/2022	000367 CINTAS CORPORATION	4131958675		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
					Total :	**77.72**
215660	9/29/2022	000011 CR&R INC.	351239		SEPT. 2022 WASTE SERVICES - 3 YD COMMERC	453.84
					Total :	**453.84**
215661	9/29/2022	001338 DEANZA TERMITE & PEST CONTROL, INC	613156B		PEST CONTROL CEMTERY (9/21/22)	25.00
					Total :	**25.00**
	4 Vouchers for bank code : wf				**Bank total :**	**606.56**
	4 Vouchers in this report				**Total vouchers :**	**606.56**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: October 12, 2022

SUBJECT: August 2022 Cemetery District Treasurer's Report

SUBMITTED BY: Robert Howell

PREPARED BY: Adam Jantz, Senior Administrative Analyst

ACTION:
Approve the Cemetery District Treasurer's Report for August 2022.

SUMMARY:
August 2022 Cemetery District Treasurer's Report

BACKGROUND:
Attached is the Cemetery District Treasurer's Report for Cash and Investments for the month of August 2022.

FISCAL IMPACT:
None.

ATTACHMENTS:
August 2022 Cemetery Treasurers Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
August 2022

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 249,225.66	$ 249,225.66	$ 249,225.66	100.00%	0	Variable
TOTAL	$ 249,225.66	$ 249,225.66	$ 249,225.66	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 250,657.72	$ -	$ (1,432.06)	$ 249,225.66	Variable
TOTAL	$ 250,657.72	$ -	$ (1,432.06)	$ 249,225.66	

TOTAL INVESTMENT	$ 249,225.66

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.

Robert Howell

Robert Howell
Administrative Services Director

9/8/2022

Date