

# CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

FEBRUARY 9, 2022

3:00 P.M. – WORKSHOP  
6:00 P.M. – REGULAR SESSION

Pursuant to Assembly Bill 361, this meeting of the Wildomar City Council will be held through a hybrid format of in-person attendance at the

Wildomar City Council Chambers located at  
23873 Clinton Keith Road Ste 106  
Wildomar, CA 92595

and/or virtual attendance via videoconferencing:

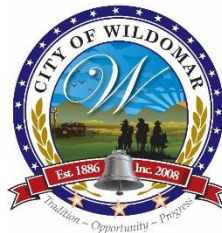
Join Zoom Meeting: <https://us02web.zoom.us/j/84801699357>

OR

Dial in: 1 (669) 900 6833 | Webinar ID: 848 0169 9357

Given health and safety concerns, in person seating availability may be limited, and the meeting format may be changed to full remote via videoconferencing.

Please refer to the City's website for information regarding the format of the meeting, updates if the meeting is changed to a full remote via videoconferencing format, and details on how to participate: [www.cityofwildomar.org](http://www.cityofwildomar.org)



Ben J. Benoit, Mayor/Chair, District 1  
Joseph Morabito, Mayor Pro Tem/Vice Chair, District 3  
Bridgette Moore, Council Member/Trustee, District 4  
Dustin Nigg, Council Member/Trustee, District 2  
Marsha Swanson, Council Member/Trustee, District 5

Daniel York  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Counsel

**The City of Wildomar encourages your participation in the meeting; however, to minimize the spread of the COVID-19 virus, this meeting is being conducted in person and via video and teleconferencing with the following options 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 via the ZOOM Webinar Telephone and Videoconferencing.

3. You may participate in person; however, masks are recommended for all individuals, and seating may be limited as the City is still participating in the 6-foot social distancing seating procedure.

#### **Instructions for Electronic Participation**

**Please Note: During the meeting all participants videos will be turned off during the entire meeting and you will be placed on Mute by the host. You will not be able to mute or unmute your lines manually. The host will unmute your line when you are called to speak.**

1. Log in or call into ZOOM via desktop/laptop, smartphone or telephone. You must download the ZOOM app to access the link from an Apple smartphone or IPAD.

2. During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak, please raise your hand virtually to be placed in the queue.

3. When your name or the last 3 digits of your phone number are called, the host will unmute you. Public Comments will be limited

to 3 minutes or such other time as the Council may provide.

#### **Directions to virtually raise hand on a DESKTOP/LAPTOP:**

- At the bottom of the list, please click on the grey "Raise Hand" button.

#### **Directions to virtually raise hand on a SMARTPHONE:**

- Look for the "Raise Hand" button on the screen and click the button.

#### **Directions to virtually raise hand on a TELEPHONE line only:**

- Dial \*9 on your keypad to signal that you would like to comment. When the Host unmutes you, Dial \*6 to unmute.

#### **Instructions for In Person Participation**

During Public Comment not on the agenda and after each Agenda Item, the Chair 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.

The City of Wildomar thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

**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 – WORKSHOP- 3:00 P.M.**

**ROLL CALL**

**PUBLIC COMMENTS**

**0      WORKSHOP**

- 0.1    **General Plan Update Project Proposal and Budget Review: Staff presentation and City Council work study discussion on the Comprehensive General Plan Update Project Proposal and Budget**  
**RECOMMENDATION:**      Staff recommends that the City Council take the following actions for this study session:

1. Receive Staff/Consultant presentation on the Comprehensive General Plan Update Project Proposal;
2. Receive public testimony with City Council discussion and provide direction to staff as needed on the General Plan update.

**ADJOURN WORKSHOP**

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

### **ROLL CALL**

### **FLAG SALUTE**

## **2.0 PUBLIC HEARINGS**

### **2.1 Fourth Public Hearing to Receive Input from the Community and Introduce an Ordinance Regarding the Redrawing of Election Boundaries**

**RECOMMENDATION:** Staff recommends that the City Council:

- 1) Conduct a public hearing to receive public input on communities of interest and draft maps;
- 2) Conduct a public hearing to receive public input on proposed map NDC 101b for adoption;
- 3) Introduce first reading of the following Ordinance as presented with preferred Map NDC 101b or any other map previously submitted and posted on the City's website:

ORDINANCE NO. - \_\_\_\_  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA ADJUSTING THE BOUNDARIES OF CITY  
COUNCIL ELECTORAL DISTRICTS AND REDEFINING THE  
BOUNDARIES OF ALL CITY COUNCIL ELECTORAL DISTRICTS OF  
THE CITY OF WILDOMAR

## **PRESENTATIONS**

1. Other City Recognitions/ Presentations

## **DEPARTMENT REPORTS**

1. Code Enforcement Department Update
2. Other Department Reports



## **PUBLIC COMMENTS**

This is the time when the Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda.

## **COUNCIL COMMUNICATIONS**

1. Community events
2. Regional events
3. Chamber of Commerce
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)
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. Western Community Energy (WCE)
14. 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.

### **1.0 CONSENT CALENDAR**

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

#### **1.1 Reading of Ordinances**

**RECOMMENDATION:** Staff recommends that the City Council approve the reading by title only of all ordinances on this agenda.

#### **1.2 Minutes- December 15, 2021 Adjourned Regular Meeting**

**RECOMMENDATION:** Staff recommends that the City Council approve the minutes as presented.

**1.3 Minutes- December 15, 2021 Special Meeting**

**RECOMMENDATION:** Staff recommends that the City Council approve the minutes as presented.

**1.4 Warrant and Payroll Registers**

**RECOMMENDATION:** Staff recommends that the City Council approve the following:

1. Warrant Register dated 01-06-2022 in the amount of \$82,900.55.
2. Warrant Register dated 01-11-2022 in the amount of \$33,589.25.
3. Warrant Register dated 01-13-2022 in the amount of \$344,528.51.
4. Warrant Register dated 01-20-2022 in the amount of \$494,701.64.
5. Warrant Register dated 01-27-2022 in the amount of \$483,514.62.
6. Wire Transfer Register dated 01-31-2022 in the amount of \$51,931.65.
7. Payroll Register dated 02-01-2022 in the amount of \$191,579.89.

**1.5 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for December 2021.

**1.6 Consideration of a Resolution authorizing the continuing need for a teleconferencing option for City Council, Commission and Committee meetings pursuant to Assembly Bill No. 361**

**RECOMMENDATION:** Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA AUTHORIZING THE CONTINUING NEED FOR TELECONFERENCING OPTION FOR CITY COUNCIL, COMMISSION AND COMMITTEE MEETINGS PURSUANT TO ASSEMBLY BILL 361 AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

**1.7 2nd Reading of Ordinance No. 210 for Change of Zone No. 2021-01**

**RECOMMENDATION:** The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 210

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING CHANGE OF ZONE NO. 2021-01 (ZONING CONSISTENCY PROGRAM) TO CHANGE THE EXISTING ZONING DESIGNATION FOR 254 PROPERTIES TO MATCH THEIR

EXISTING GENERAL PLAN LAND USE DESIGNATIONS IN  
ACCORDANCE WITH GOVERNMENT CODE 65860

**1.8 2nd Reading of Ordinance No. 211 for ZOA No. 2021-04**

**RECOMMENDATION:** The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 211

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-04 TO MODIFY SECTION 17.36 (MULTIPLE FAMILY DWELLING ZONE), 17.44 (GENERAL RESIDENTIAL ZONE) AND 17.68 (RESIDENTIAL INCENTIVE ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATED TO MULTI-FAMILY DEVELOPMENT STANDARDS

**1.9 2nd Reading of Ordinance No. 212 for ZOA No. 2021-05**

**RECOMMENDATION:** The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 212

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTION OF AN EXEMPTION IN ACCORDANCE WITH SECTIONS 15061(B)(3) AND 15308 OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-05 TO MODIFY CHAPTER 17.276 (WATER EFFICIENT LANDSCAPES) OF THE WILDOMAR MUNICIPAL CODE ESTABLISHING A NEW SUBSECTION TO ADDRESS SB 1383 STATE REQUIREMENTS

**1.10 COVID-19 Prevention Program Update**

**RECOMMENDATION:** Staff recommends that the City Council approve the updates to the COVID-19 Prevention Policy.

**1.11 Quitclaim Deeds to Riverside County Flood Control and Water Conservation District for the Wildomar Master Drainage Plan Lateral C, Stage 3 Construction, CIP 063**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute two Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District (District) for the construction of Wildomar MDP Lateral C, Stage 3.

**1.12 Purchase of Wetland Mitigation Bank Credits for the Palomar Street/Clinton Keith Rd. Sidewalk, Trail & Connectivity Project, CIP 059**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute Mitigation Credit Purchase Agreements between the City of Wildomar and RBV Mitigation Credits, LLC and Wildlands SLR Holdings, LLC for the Palomar Street/Clinton Keith Rd. Sidewalk, Trail and Bike Lane Connectivity Project, CIP 059 (Project).

**1.13 Resolution Approving the Filing of all Applications for Grant Funds from the Recreational Trails Program (RTP)**

**RECOMMENDATION:** Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022- \_\_\_\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA APPROVING THE APPLICATION FOR GRANT FUNDS  
FROM THE RECREATIONAL TRAILS PROGRAM

**3.0 GENERAL BUSINESS**

**3.1 COVID-19 Update**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the COVID-19 update and provide direction as desired.

**3.2 FY 2021-22 Mid-Year Budget Report**

**RECOMMENDATION:** Staff recommends that the City Council review and consider approval of the Fiscal Year 2021-22 Mid-Year Report, and adopt a Resolution entitled:

RESOLUTION NO. 2022 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2021-22  
BUDGETED REVENUES AND EXPENSES

**3.3 General Plan Update Project Proposal and Budget Review: Staff presentation and City Council work study discussion on the Comprehensive General Plan Update Project Proposal and Budget**

**RECOMMENDATION:** Staff recommends that the City Council take the following actions:

1. Authorize the City Manager to execute a Professional Services Agreement between the City of Wildomar and PlaceWorks, Inc. in the amount of \$1,382,960; and
  2. Appropriate \$557,000 for the remainder of Fiscal Year 2021/22 (for Tasks 1 – 3 in proposal) and appropriate \$876,000 (for tasks 4 – 8 in the proposal, including \$50,000 for City Attorney costs) for Fiscal Year 2022/23. The funding for both years would be funded by the New Cannabis/ General Plan Update Fund.
- 3.4 Award Services Agreement with HR Dynamics & Performance Management, Inc., Classification and Compensation Study**  
**RECOMMENDATION:** The Administrative Services Department recommends the City Council authorize the City Manager to enter into a Professional Services Agreement with HR Dynamics & Performance Management, Inc. to perform a Classification and Compensation Study for the City of Wildomar
- 3.5 Updated 2022 Parks and Community Services Special Events Calendar**  
**RECOMMENDATION:** Staff recommends that the City Council approve the updated 2022 Special Events Calendar.

## **CITY MANAGER REPORT**

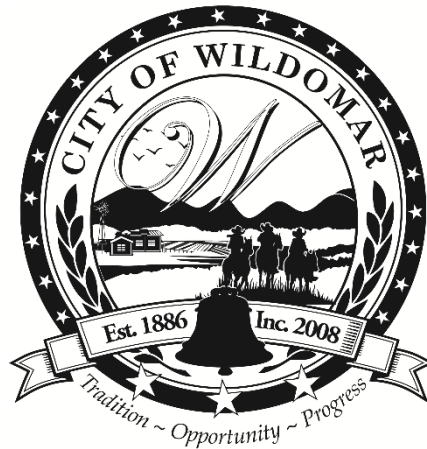
### **FUTURE AGENDA ITEMS**

*Title- Councilmember-Anticipated Date*

1. ~~Salary and Benefits Survey- Benoit – Mar 2022~~
2. Litter/illegal Dumping Fees and related signage- Moore –~~Feb 2022~~-Mar 2022
3. Update from MSJC College regarding 2014 Bond Funding – Morabito - TBD
4. Flag Policy – Morabito – Mar 2022
5. Zip Code Unity – Benoit – Mar 2022
6. City Wide Street Sweeping – Moore – TBD

## **ADJOURN THE CITY COUNCIL MEETING**

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



Ben J. Benoit, Chair  
Joseph Morabito, Vice Chair  
Bridgette Moore, Trustee  
Dustin Nigg, Trustee  
Marsha Swanson, Trustee

Daniel York  
General Manager

Thomas D. Jex  
District Counsel

## **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 at this time.

#### **4.0 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 that specific items are removed from the Consent Calendar for separate discussion and/or action.

##### **4.1 Minutes – January 12, 2022 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Minutes as presented.

##### **4.2 Warrant Register**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 01-06-2022 in the amount of \$1,284.27.
2. Warrant Register dated 01-20-2022 in the amount of \$7.83.
3. Warrant Register dated 01-27-2022 in the amount of \$1,670.21.

##### **4.3 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Treasurer's Report for December 2021.

#### **5.0 PUBLIC HEARINGS**

There are no items scheduled.

## **6.0 GENERAL BUSINESS**

There are no items scheduled.

## **GENERAL MANAGER REPORT**

## **FUTURE AGENDA ITEMS**

## **ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING**

**REPORTS:** All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: [http://www.cityofwildomar.org/government/agendas\\_\\_\\_minutes](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.



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](http://www.cityofwildomar.org).



Janet Morales, CMC  
City Clerk  
Dated: February 3, 2022

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Janet Morales, City Clerk

**SUBJECT:** Fourth Public Hearing to Receive Input from the Community and Introduce an Ordinance Regarding the Redrawing of Election Boundaries

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

- 1) Conduct a public hearing to receive public input on communities of interest and draft maps;
- 2) Conduct a public hearing to receive public input on proposed map NDC 101b for adoption;
- 3) Introduce first reading of the following Ordinance as presented with preferred Map NDC 101b or any other map previously submitted and posted on the City's website:

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTORAL  
DISTRICTS AND REDEFINING THE BOUNDARIES OF ALL CITY COUNCIL  
ELECTORAL DISTRICTS OF THE CITY OF WILDOMAR

**BACKGROUND**

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Wildomar must be completed by April 17, 2022.

At the January 27, 2016 City Council Meeting, the City Council took action to establish a single member district election system for the City Council. The City adopted its current district boundaries on March 9, 2016, based on 2010 census data as required by law.

The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21601(c) for general law cities / 21621(c) for charter cities):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Geographically contiguous
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)
4. Easily identifiable boundaries
5. Compact (do not bypass one group of people to get to a more distant group of people)
6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024
2. Respect voters’ choices / continuity in office
3. Future population growth

One of the purposes of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21601(c) / 21621(c)) is “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;

- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
  - (1) Similar levels of income, education, or linguistic insolation;
  - (2) Languages spoken at home; and
  - (3) Single-family and multi-family housing unit areas.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps. At least one of these hearings is required to be held prior to any maps drawn.

The City held two public hearings prior to maps being drawn for the purpose of receiving public input on the communities of interest. The City has held one public hearing with drafts maps for the purpose of receiving public input. Video recording of these meetings can be found on the Agenda & Minutes page on the City's website ([www.cityofwildomar.org](http://www.cityofwildomar.org))

#### **DISCUSSION:**

The Fourth Hearing is being held to:

- 1) Conduct a public hearing to receive public input on communities of interest and draft maps;
- 2) Conduct a public hearing to receive public input on proposed map NDC 101b for adoption;
- 3) Introduce first reading of an Ordinance as presented with preferred Map NDC 101b or any other map previously submitted and posted on the City's website.

At the January 12<sup>th</sup> City Council Meeting, the City Council reviewed the draft Maps and requested that Staff bring back an Ordinance for adoption at the February 9, 2022 meeting with the following map:

NDC101 with the change to District 4 near Mission Trail, changing that corner back to District 1; and with the change to District 3 near Almond St. and Walnut St., changing that corner to District 4 or District 1. If those changes do not meet the criteria, then Council directs staff to bring NDC101 without any further changes.

The changes to NDC101 did meet the required criteria and is attached as Exhibit A to the Ordinance.

The City received 1 additional Public Map, attached as Public 102 Map, and 2 comments since the last Public Hearing. Comments and maps received prior to February 2, 2022 at 5pm are included in the attachments to the staff report.

Residents are encouraged to visit [www.cityofwildomar.org](http://www.cityofwildomar.org) to follow updates on the redistricting process, review data and materials, and participate in the process by offering comments and submitting maps for consideration. Residents are also encouraged to participate in this public hearing.

Next Steps:

Introduce first reading of the Ordinance as presented with preferred Map NDC 101b or any other map previously submitted and posted on the City's website.

If additional modifications to the maps are requested, the new proposed map and introduction and first reading of the Ordinance can take place at a following Public Hearing.

**FISCAL IMPACT:**

None.

Submitted by:  
Janet Morales  
City Clerk

Approved by:  
Daniel York  
City Manager

**ATTACHMENT:**

1. Ordinance No. \_\_\_\_
  - Exhibit A: Proposed Map NDC 101b
  - Exhibit B: Proposed Map NDC 101b Demographics
2. Presentation: National Demographics Corporation - City of Wildomar Redistricting
3. Public 102 Map
4. Previously Submitted Draft Maps: NDC 101, 102, 103, Public 101
5. Public Input received though February 2, 2022

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF WILDOMAR, CALIFORNIA ADJUSTING THE  
BOUNDARIES OF CITY COUNCIL ELECTORAL  
DISTRICTS AND REDEFINING THE BOUNDARIES OF  
ALL CITY COUNCIL ELECTORAL DISTRICTS OF THE  
CITY OF WILDOMAR**

The City Council of the City of Wildomar, State of California, ordains as follows:

**SECTION 1:** The City Council (Council) finds and determines:

- a. The U.S. Census Bureau (Bureau) is required by Article I, Section 2, of the U.S. Constitution to conduct an accurate count of the population every ten years;
- b. California Elections Code Section 21600 et seq. requires that “following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.”;
- c. The Council held public hearings on September 8, 2021, November 10, 2021, January 12, 2022, and February 9, 2022 to receive briefings from the City’s demographic consultant relating to the redistricting process and state and federal redistricting criteria and communities of interest, including the California Elections Code, the Voting Rights Act and the United Constitution, heard public testimony, and directed staff and the City’s demographic consultant to prepare draft district plans for consideration;
- a. In addition, City staff conducted public outreach by way of information posted on the City’s web site, social media, local newspaper, monthly newsletter and e-mail.
- b. At January 12, 2022 and February 9, 2022 public hearings, the Council received a presentation on several draft maps prepared by the City’s demographic consultant for compliance with applicable laws and standards and additional maps submitted by the public; and
- c. At its January 12, 2022 hearing the City Council settled on Map NDC 101 designating it the Preferred Map and directing certain adjustments be made. The Council directed that the Preferred Map as adjusted as NDC 101 (B) be presented to the Council for adoption by an Ordinance introduced on February 9, 2022;
- d. At the public hearings on redistricting, the Council heard testimony relating to “communities of interest,” which led the Council to reach the following determinations about communities of interest on the Preferred Map as required under federal and state law:

(1) *The districts are geographically contiguous.* The districts are arrayed in a simple and logical form without any islands and minimal intrusions from the area of one district into another;

(2) *To the extent practicable, the Preferred Map respects the geographic integrity of local neighborhoods and local communities of interest.* The Council heard testimony about what constitute communities of interest.

(3) *The districts are easily identifiable and understandable by residents.* The districts in the Preferred Map form a relatively simple pattern.

(4) *To the extent practicable, the districts are geographically compact.* Their configurations for the most part are compact, simple shapes, with nearby populations included in the same districts.

(5) *The districts are balanced in terms of total population and voting age population.* The districts are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.

(6) *The districts conform to concentration of minority voters.*

k. All information in the staff reports, maps, presentations, Council debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

**SECTION 2:** Section 1.12.030 of the City of Wildomar Municipal Code (“Establishment of City Council electoral districts”) is hereby amended and restated in its entirety as follows:

“Members of the City Council shall be elected on a “by-district” basis from the Council districts established by the Council pursuant to a resolution or ordinance in accordance with state law. The City Clerk’s office shall keep and maintain a map of the district established by the Council in accordance with this section.”

**SECTION 3:** Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at California Elections Code section 21600 to 21609, after giving consideration to those provisions and applicable decisions of the courts, the Council hereby adjusts, changes, and establishes the boundaries of the City Council electoral districts as set forth on the Preferred Map considered by the Council at its public hearing on February 9, 2022, and reflected in Exhibits A and B hereto, and they shall constitute and are hereby established as the boundaries of the City Council districts of the City of Wildomar for subsequent elections until further readjustment is required by law.

**SECTION 4:** Notwithstanding any other provision of this chapter, and pursuant to California Elections Code section 21606, subdivisions (a) and (b), each of the Council Members in office at the time this Ordinance takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified, and any vacancy in a term currently

underway shall be filled based on the districts in effect at the time the current Council Members were elected.

**SECTION 5:** All ordinances and resolutions, or parts thereof in conflict with this ordinance are hereby repealed.

**SECTION 6:** The City Manager is directed to take all necessary steps to give effect to this Ordinance. If necessary to facilitate the implementation of this Ordinance, the City Manager or his or her designee is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Manager shall consult with the City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

**SECTION 7:** This Ordinance is adopted following four noticed public hearings as required by Elections Code section 21607.1.

**INTRODUCED FOR FIRST READING** this 9<sup>th</sup> day of February, 2022.

---

Ben J. Benoit  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

---

Janet Morales, CMC  
City Clerk



**EXHIBIT A**

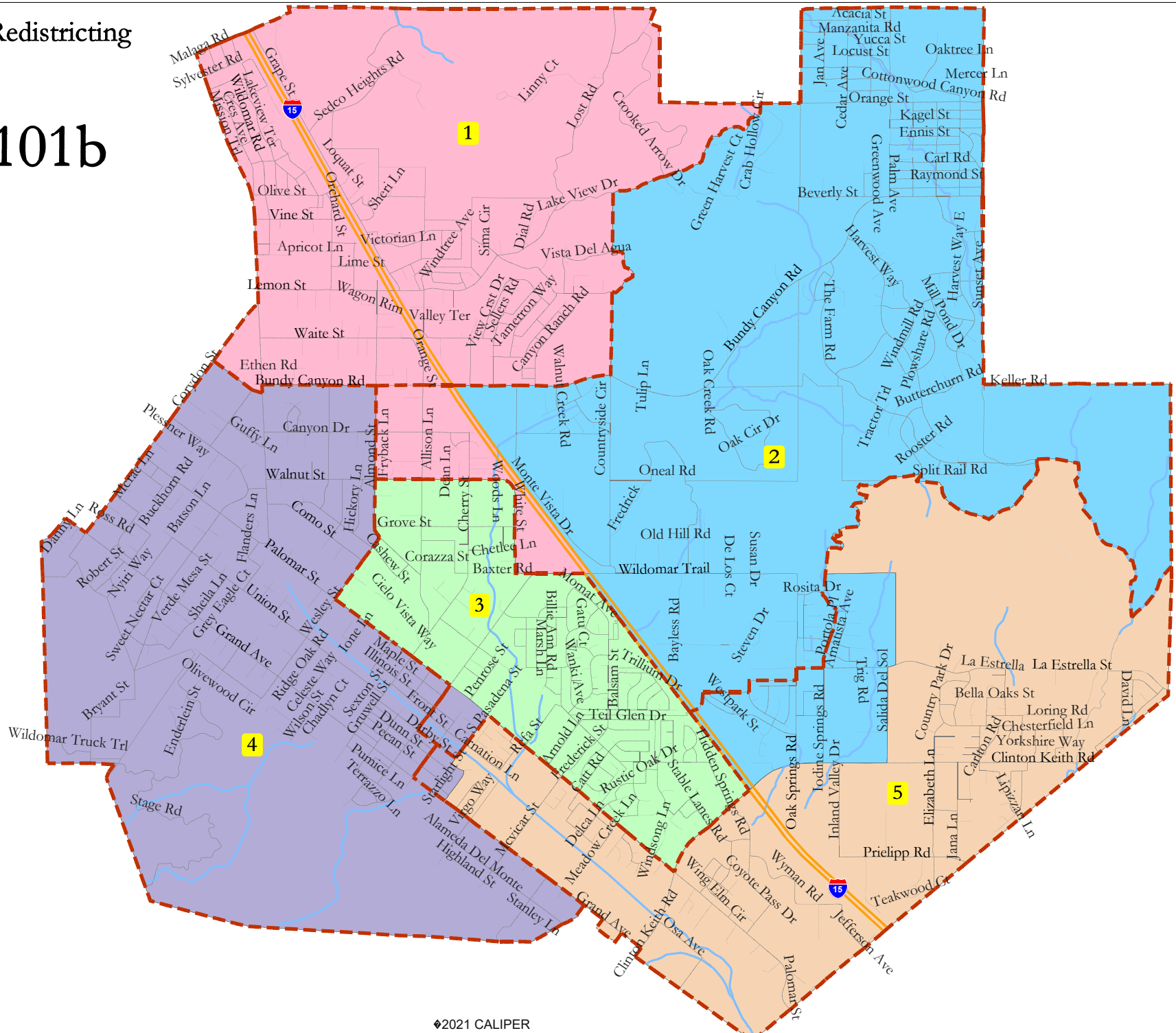
**[MAP OF ADOPTED DISTRICT LINES]**

# Wildomar 2021 Redistricting

## NDC 101b

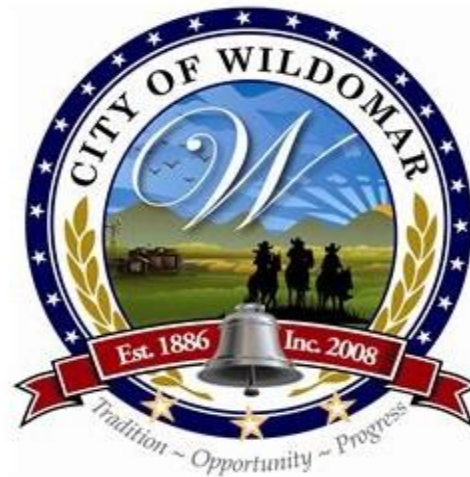
**Map layers**

- NDC 101b
- Census Block
- River
- Streets
- Currents



**EXHIBIT B**  
**[DEMOGRAPHICS]**

NDC 101b							
District		1	2	3	4	5	Total
	Total Pop	7,769	7,368	7,245	7,421	7,195	36,998
	Deviation from ideal	369	-32	-155	21	-205	574
	% Deviation	4.99%	-0.43%	-2.09%	0.28%	-2.77%	7.76%
Total Pop	% Hisp	56.5%	34%	35%	46%	31%	41%
	% NH White	35%	50%	46%	42%	46%	44%
	% NH Black	3%	4%	5%	2%	8%	4%
	% Asian-American	3%	7%	9%	4%	10%	7%
Citizen Voting Age Pop	Total	4,605	4,562	4,852	4,865	4,752	23,637
	% Hisp	42%	28%	31%	35%	24%	32%
	% NH White	50%	63%	54%	58%	51%	55%
	% NH Black	4%	2%	8%	1%	10%	5%
	% Asian/Pac.Isl.	3%	5%	7%	4%	12%	6%
Voter Registration (Nov 2020)	Total	3,733	4,527	4,378	4,108	4,213	20,959
	% Latino est.	41%	25%	28%	33%	25%	30%
	% Spanish-Surnamed	37%	24%	26%	31%	23%	28%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	55%	70%	62%	65%	61%	63%
	% NH Black	3%	2%	8%	1%	11%	5%
Voter Turnout (Nov 2020)	Total	2,822	3,630	3,613	3,263	3,450	16,778
	% Latino est.	38%	23%	26%	30%	24%	28%
	% Spanish-Surnamed	35%	22%	24%	28%	22%	26%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	57%	72%	63%	67%	62%	64%
	% NH Black	3%	2%	8%	1%	11%	5%
Voter Turnout (Nov 2018)	Total	1,681	2,262	2,224	2,056	1,964	10,187
	% Latino est.	33%	19%	21%	23%	20%	23%
	% Spanish-Surnamed	31%	18%	20%	22%	19%	21%
	% Asian-Surnamed	2%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	61%	76%	68%	73%	66%	69%
	% NH Black est.	3%	2%	8%	1%	11%	5%
ACS Pop. Est.	Total	7,676	6,299	7,129	7,602	6,853	35,559
Age	age0-19	31%	29%	28%	30%	29%	29%
	age20-60	51%	53%	52%	47%	54%	51%
	age60plus	18%	19%	20%	23%	17%	19%
Immigration	immigrants	22%	12%	17%	17%	16%	17%
	naturalized	43%	77%	59%	56%	71%	58%
Language spoken at home	english	54%	80%	70%	66%	73%	68%
	spanish	41%	15%	20%	28%	17%	25%
	asian-lang	4%	4%	7%	4%	7%	5%
	other lang	1%	1%	2%	2%	4%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	17%	6%	11%	13%	9%	11%
Education (among those age 25+)	hs-grad	57%	60%	59%	63%	54%	59%
	bachelor	10%	16%	12%	9%	17%	13%
	graduatedegree	5%	4%	7%	8%	7%	6%
Child in Household	child-under18	43%	45%	39%	41%	48%	43%
Pct of Pop. Age 16+	employed	59%	64%	60%	61%	64%	61%
Household Income	income 0-25k	15%	9%	12%	16%	7%	12%
	income 25-50k	26%	20%	14%	15%	8%	17%
	income 50-75k	21%	18%	10%	18%	19%	17%
	income 75-200k	33%	45%	51%	43%	55%	45%
	income 200k-plus	4%	8%	12%	8%	10%	9%
Housing Stats	single family	92%	100%	87%	99%	86%	93%
	multi-family	8%	0%	13%	1%	14%	7%
	rented	37%	13%	25%	28%	29%	27%
	owned	63%	87%	75%	72%	71%	73%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							



# City of Wildomar Redistricting 2021

2/9/2022

Todd Tatum  
National Demographics Corporation

# Redistricting Process

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Step	Description
<b>Two Initial Hearings</b> September 8 & November 10	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
<b>Census Data Release</b> Mid/Late August	Census Bureau releases official 2020 Census population data.
<b>California Data Release</b> Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
<b>Two Draft Map Hearings</b> January 12 & February 9	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
<b>Map Adoption</b> By April 17, 2022	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.*

# Redistricting Rules and Goals

## 1. Federal Laws

Equal Population  
Federal Voting Rights Act  
No Racial Gerrymandering



## 2. California Criteria for Cities (rank ordered)

1. Geographically contiguous
2. Undivided neighborhoods and “communities of interest”  
(Socio-economic geographic areas that should be kept together)
3. Easily identifiable boundaries
4. Compact  
(Do not bypass one group of people to get to a more distant group of people)

### Prohibited:

“Shall not favor or discriminate against a political party.”

## 3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years  
Respect voters’ choices / continuity in office  
Future population growth  
Preserving the core of existing districts

# Initial Draft Maps

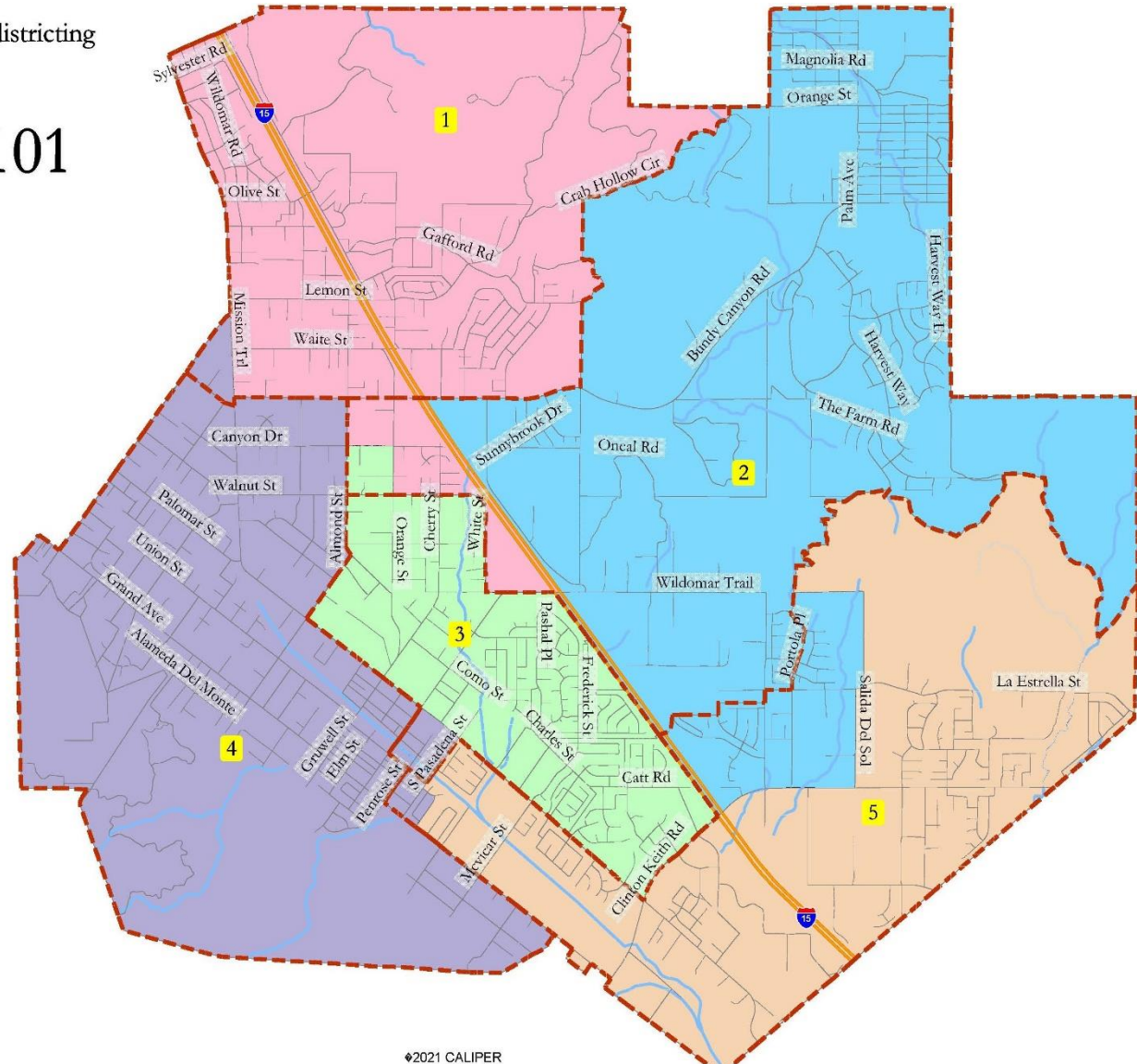
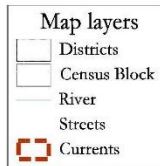
- Three initial draft maps have been developed by NDC and one draft map submitted from the public.
- All of the maps created by NDC have a deviation under the required 10%. The public maps are also below 10%.
- NDC Map 101 has a deviation of 5.22%
- NDC Map 101b has a deviation of 7.76%
- NDC Map 102 has a deviation of 5.66%
- NDC Map 103 has a deviation of 8.74%
- The Public Map 101 has a deviation of 0.88%
- The Public Map 102 has a deviation of 1.84%
- Existing Districts deviation is 35.89%



# NDC Draft Map 101

Wildomar 2021 Redistricting

## NDC 101



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# NDC Map 101 Demographics

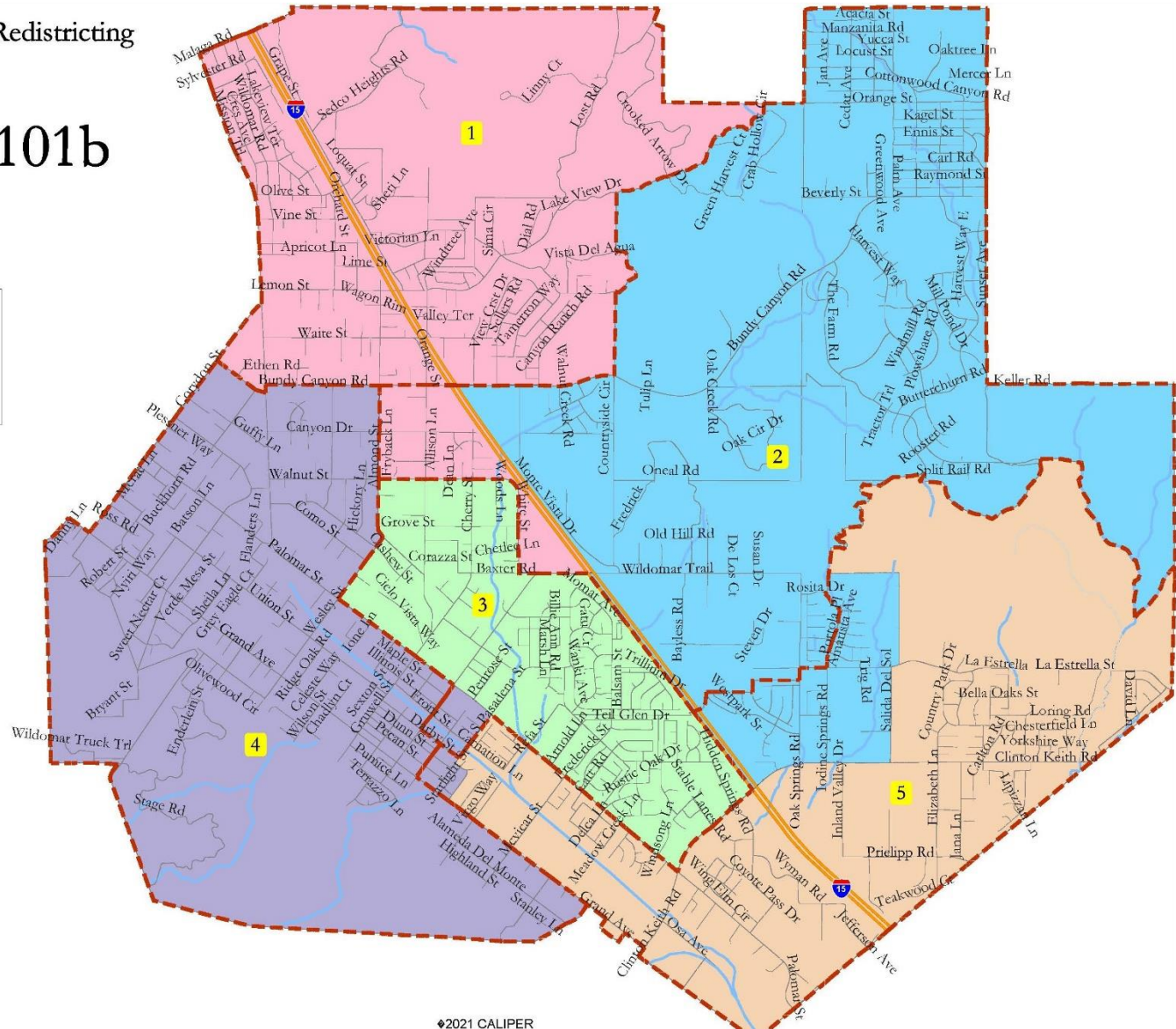
NDC Map 101							
District		1	2	3	4	5	Total
	Total Pop	7,581	7,368	7,408	7,446	7,195	36,998
	Deviation from ideal	181	-32	8	46	-205	386
	% Deviation	2.45%	-0.43%	0.11%	0.62%	-2.77%	5.22%
Total Pop	% Hisp	56.4%	34%	35%	46%	31%	41%
	% NH White	35%	50%	46%	42%	46%	44%
	% NH Black	3%	4%	5%	2%	8%	4%
	% Asian-American	3%	7%	9%	5%	10%	7%
Citizen Voting Age Pop	Total	4,490	4,562	4,959	4,873	4,752	23,637
	% Hisp	42%	28%	31%	35%	24%	32%
	% NH White	50%	63%	54%	58%	51%	55%
	% NH Black	4%	2%	7%	1%	10%	5%
	% Asian/Pac.Isl.	3%	5%	7%	4%	12%	6%
Voter Registration (Nov 2020)	Total	3,637	4,527	4,464	4,118	4,213	20,959
	% Latino est.	41%	25%	28%	33%	25%	30%
	% Spanish-Surnamed	37%	24%	26%	31%	23%	28%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	55%	70%	61%	64%	61%	63%
Voter Turnout (Nov 2020)	% NH Black	3%	2%	8%	1%	11%	5%
	Total	2,747	3,630	3,678	3,273	3,450	16,778
	% Latino est.	38%	23%	27%	30%	24%	28%
	% Spanish-Surnamed	35%	22%	25%	28%	22%	26%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	57%	72%	63%	67%	62%	64%
	% NH Black	3%	2%	8%	1%	11%	5%

# NDC Draft Map 101b

Wildomar 2021 Redistricting

## NDC 101b

Map layers	
	NDC 101b
	Census Block
	River
	Streets
	Currents



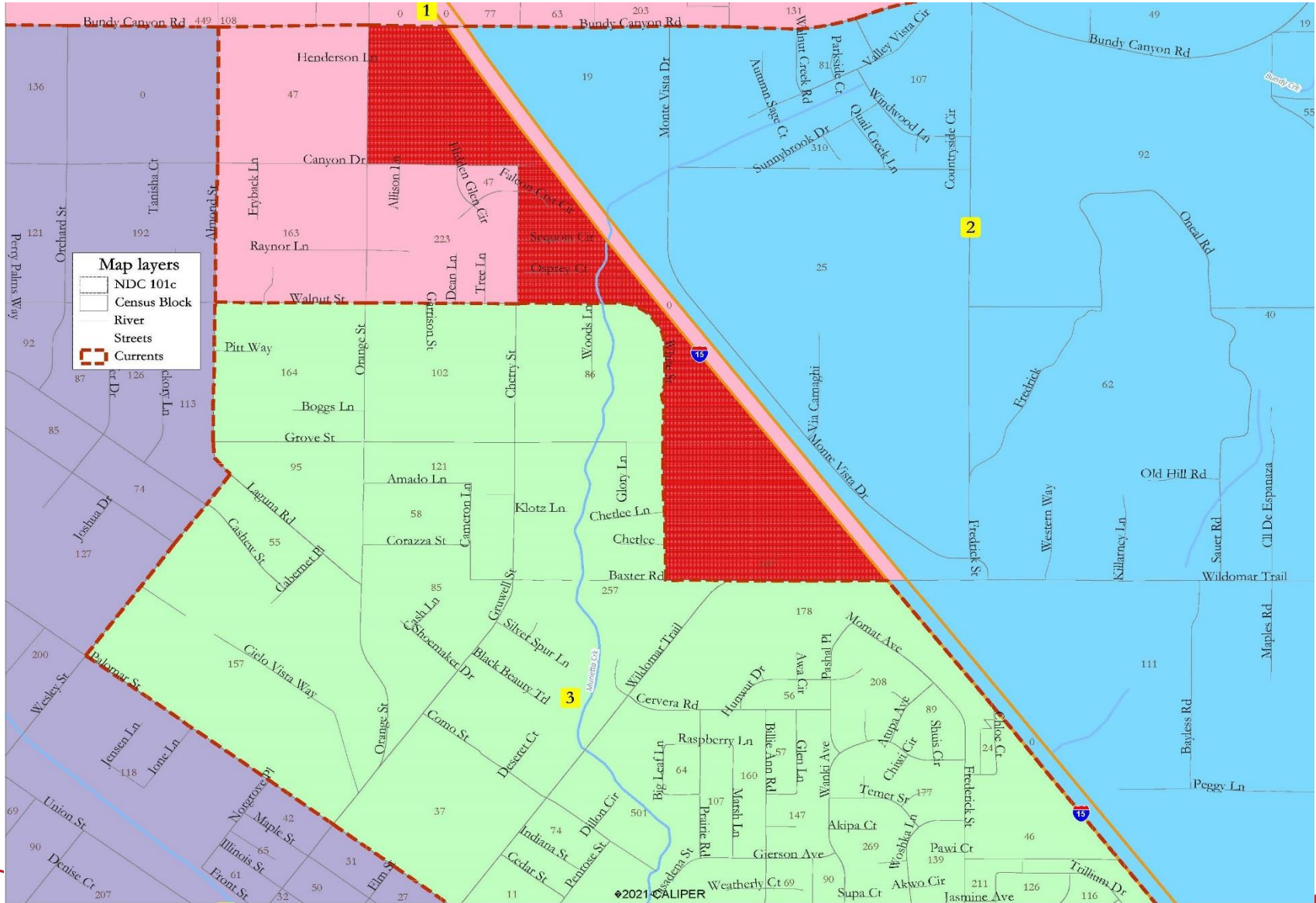
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# NDC Map 101b Demographics

NDC Map 101b							
District		1	2	3	4	5	Total
	Total Pop	7,769	7,368	7,245	7,421	7,195	36,998
	Deviation from ideal	369	-32	-155	21	-205	574
	% Deviation	4.99%	-0.43%	-2.09%	0.28%	-2.77%	7.76%
Total Pop	% Hisp	56.5%	34%	35%	46%	31%	41%
	% NH White	35%	50%	46%	42%	46%	44%
	% NH Black	3%	4%	5%	2%	8%	4%
	% Asian-American	3%	7%	9%	4%	10%	7%
Citizen Voting Age Pop	Total	4,605	4,562	4,852	4,865	4,752	23,637
	% Hisp	42%	28%	31%	35%	24%	32%
	% NH White	50%	63%	54%	58%	51%	55%
	% NH Black	4%	2%	8%	1%	10%	5%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	3%	5%	7%	4%	12%	6%
	Total	3,733	4,527	4,378	4,108	4,213	20,959
	% Latino est.	41%	25%	28%	33%	25%	30%
	% Spanish-Surnamed	37%	24%	26%	31%	23%	28%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	55%	70%	62%	65%	61%	63%
Voter Turnout (Nov 2020)	% NH Black	3%	2%	8%	1%	11%	5%
	Total	2,822	3,630	3,613	3,263	3,450	16,778
	% Latino est.	38%	23%	26%	30%	24%	28%
	% Spanish-Surnamed	35%	22%	24%	28%	22%	26%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	57%	72%	63%	67%	62%	64%
	% NH Black	3%	2%	8%	1%	11%	5%



# NDC Draft Map 101c



# NDC Draft Map 101c Review

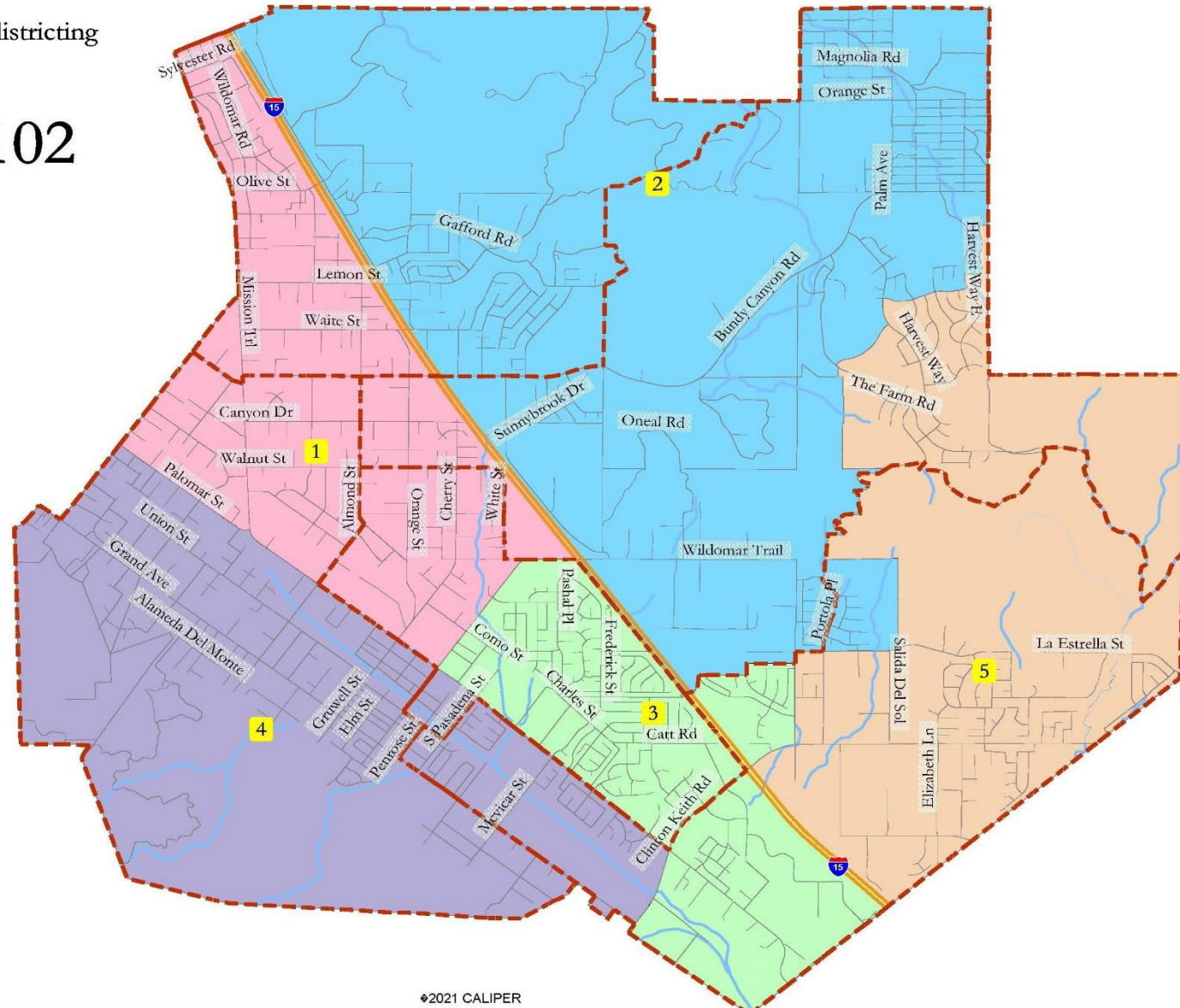
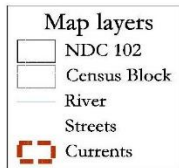
To achieve the correction to NDC Draft Map 101b, this would entail the division of a census block.

While you can technically divide a census block, when you do it the data then becomes 'Unofficial Data'. This will open the city up to litigation and a challenge under the California Voting Rights Act.

# NDC Draft Map 102

Wildomar 2021 Redistricting

## NDC 102



# NDC Map 102 Demographics

NDC Map 102							
District		1	2	3	4	5	Total
	Total Pop	7,328	7,588	7,239	7,212	7,631	36,998
	Deviation from ideal	-72	188	-161	-188	231	419
	% Deviation	-0.97%	2.54%	-2.18%	-2.54%	3.12%	5.66%
Total Pop	% Hisp	54.7%	42%	34%	43%	31%	41%
	% NH White	36%	45%	44%	45%	48%	44%
	% NH Black	2%	3%	6%	3%	7%	4%
	% Asian-American	4%	5%	10%	5%	9%	7%
Citizen Voting Age Pop	Total	4,467	4,606	4,841	4,442	5,280	23,637
	% Hisp	39%	33%	30%	35%	24%	32%
	% NH White	51%	57%	52%	60%	55%	55%
	% NH Black	3%	3%	9%	2%	8%	5%
	% Asian/Pac.Isl.	4%	5%	8%	2%	11%	6%
Voter Registration (Nov 2020)	Total	3,604	4,447	4,155	4,092	4,661	20,959
	% Latino est.	38%	31%	28%	32%	24%	30%
	% Spanish-Surnamed	35%	28%	26%	29%	22%	28%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	59%	64%	60%	66%	64%	63%
	% NH Black	3%	2%	9%	1%	9%	5%
Voter Turnout (Nov 2020)	Total	2,786	3,451	3,442	3,311	3,788	16,778
	% Latino est.	35%	29%	27%	29%	23%	28%
	% Spanish-Surnamed	32%	27%	25%	27%	21%	26%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	61%	66%	61%	68%	65%	64%
	% NH Black	3%	2%	9%	1%	9%	5%

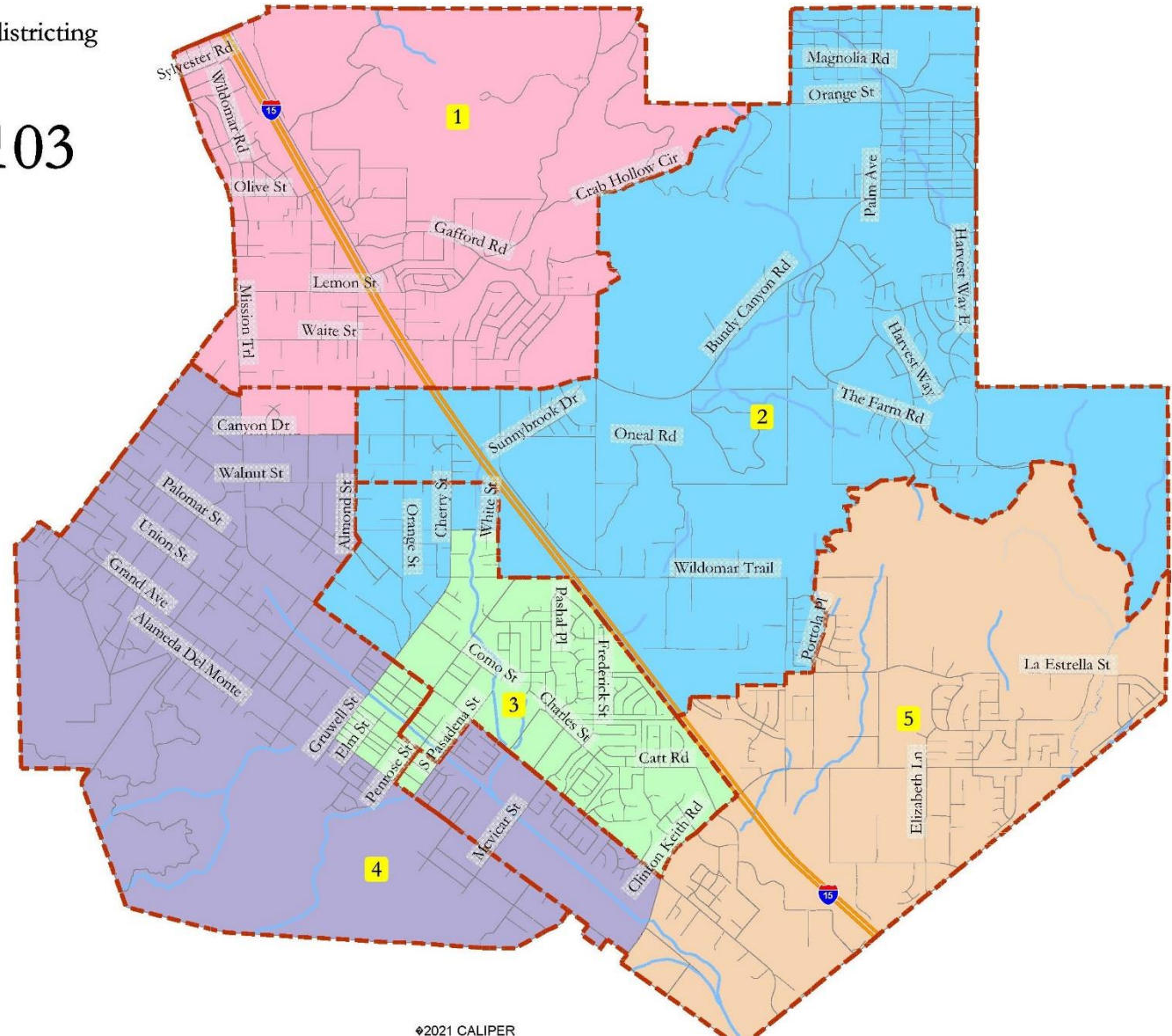


# NDC Draft Map 103

Wildomar 2021 Redistricting

## NDC 103

Map layers	
	NDC 103
	Census Block
	River
	Streets
	Currents



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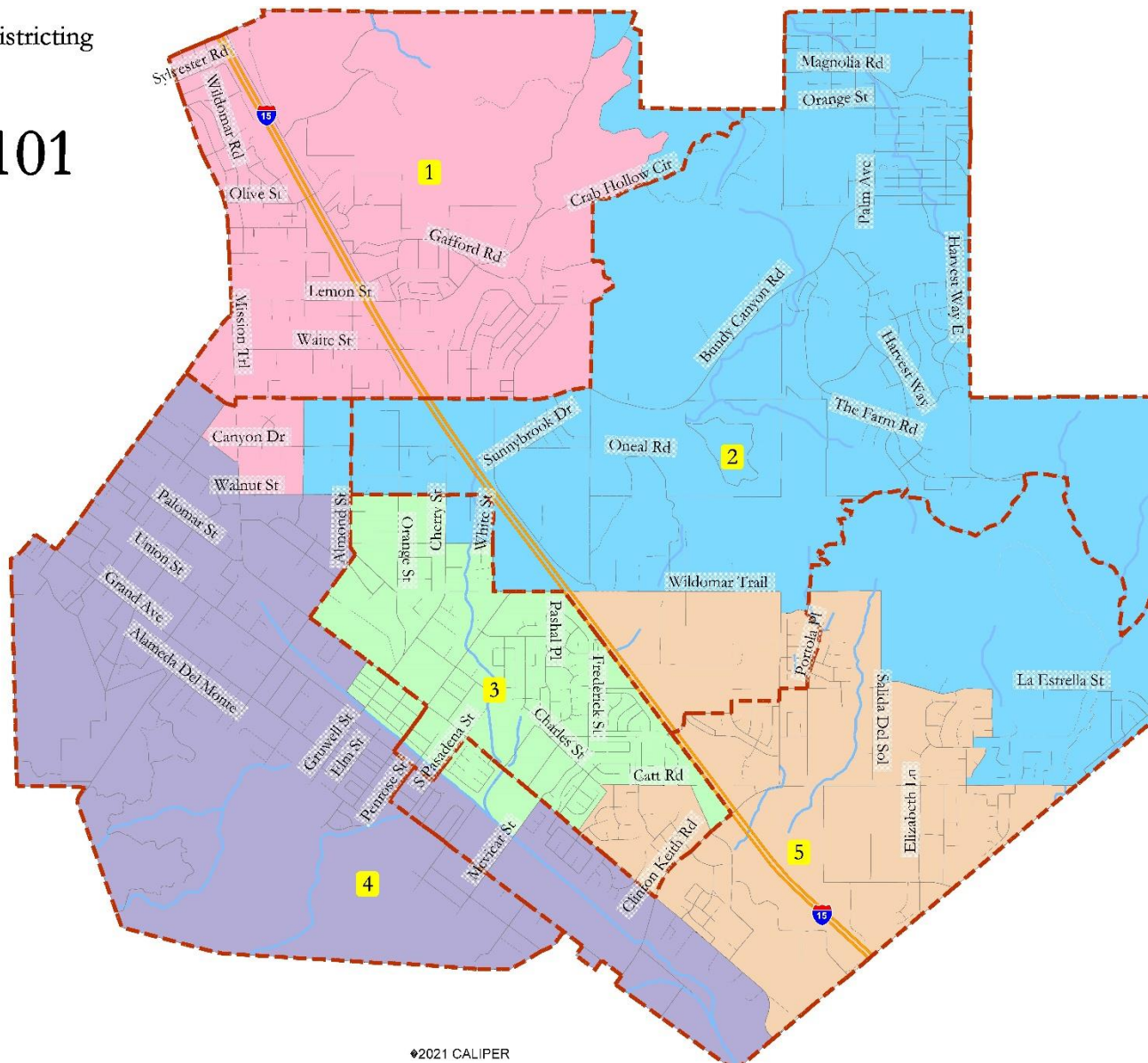
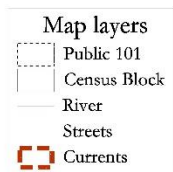
# NDC Map 103 Demographics

NDC Map 103							
District		1	2	3	4	5	Total
	Total Pop	7,304	7,399	7,770	7,402	7,123	36,998
	Deviation from ideal	-96	-1	370	2	-277	647
	% Deviation	-1.30%	-0.01%	5.00%	0.03%	-3.74%	8.74%
Total Pop	% Hisp	56.3%	38%	39%	41%	30%	41%
	% NH White	34%	50%	43%	47%	44%	44%
	% NH Black	3%	3%	5%	3%	9%	4%
	% Asian-American	3%	4%	8%	5%	12%	7%
Citizen Voting Age Pop	Total	4,302	4,903	4,956	4,773	4,703	23,637
	% Hisp	42%	29%	35%	32%	23%	32%
	% NH White	49%	63%	51%	62%	50%	55%
	% NH Black	4%	2%	7%	1%	11%	5%
	% Asian/Pac.Isl.	4%	3%	6%	3%	14%	6%
Voter Registration (Nov 2020)	Total	3,495	4,632	4,436	4,381	4,015	20,959
	% Latino est.	41%	26%	31%	29%	25%	30%
	% Spanish-Surnamed	38%	24%	29%	27%	23%	28%
	% Asian-Surnamed	1%	1%	2%	2%	3%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	55%	70%	59%	68%	60%	63%
Voter Turnout (Nov 2020)	% NH Black	3%	2%	8%	1%	12%	5%
	Total	2,633	3,687	3,601	3,593	3,264	16,778
	% Latino est.	39%	24%	29%	27%	24%	28%
	% Spanish-Surnamed	36%	22%	27%	25%	22%	26%
	% Asian-Surnamed	1%	1%	2%	2%	2%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	56%	71%	61%	70%	61%	64%
	% NH Black	3%	2%	8%	1%	12%	5%

# Public Draft Map 101

Wildomar 2021 Redistricting

## Public 101



# Public Map 101 Demographics

Public 101							
District		1	2	3	4	5	Total
	Total Pop	7,408	7,436	7,375	7,408	7,371	36,998
	Deviation from ideal	8	36	-25	8	-29	65
	% Deviation	0.11%	0.49%	-0.34%	0.11%	-0.39%	0.88%
Total Pop	% Hisp	56.1%	37%	37%	44%	30%	41%
	% NH White	34%	49%	46%	43%	44%	44%
	% NH Black	3%	3%	4%	3%	9%	4%
	% Asian-American	3%	6%	7%	5%	12%	7%
Citizen Voting Age Pop	Total	4,365	5,278	4,806	4,714	4,474	23,637
	% Hisp	42%	28%	33%	34%	24%	32%
	% NH White	49%	62%	54%	60%	49%	55%
	% NH Black	4%	3%	6%	2%	11%	5%
	% Asian/Pac.Isl.	4%	5%	6%	3%	13%	6%
Voter Registration (Nov 2020)	Total	3,533	4,518	4,420	4,225	4,263	20,959
	% Latino est.	41%	26%	30%	31%	25%	30%
	% Spanish-Surnamed	38%	24%	27%	29%	23%	28%
	% Asian-Surnamed	1%	2%	1%	2%	3%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	54%	69%	62%	67%	60%	63%
Voter Turnout (Nov 2020)	% NH Black	3%	2%	6%	1%	12%	5%
	Total	2,656	3,593	3,613	3,420	3,496	16,778
	% Latino est.	39%	23%	28%	28%	24%	28%
	% Spanish-Surnamed	36%	22%	26%	26%	22%	26%
	% Asian-Surnamed	1%	2%	1%	2%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	56%	71%	63%	69%	61%	64%
	% NH Black	3%	2%	7%	1%	11%	5%

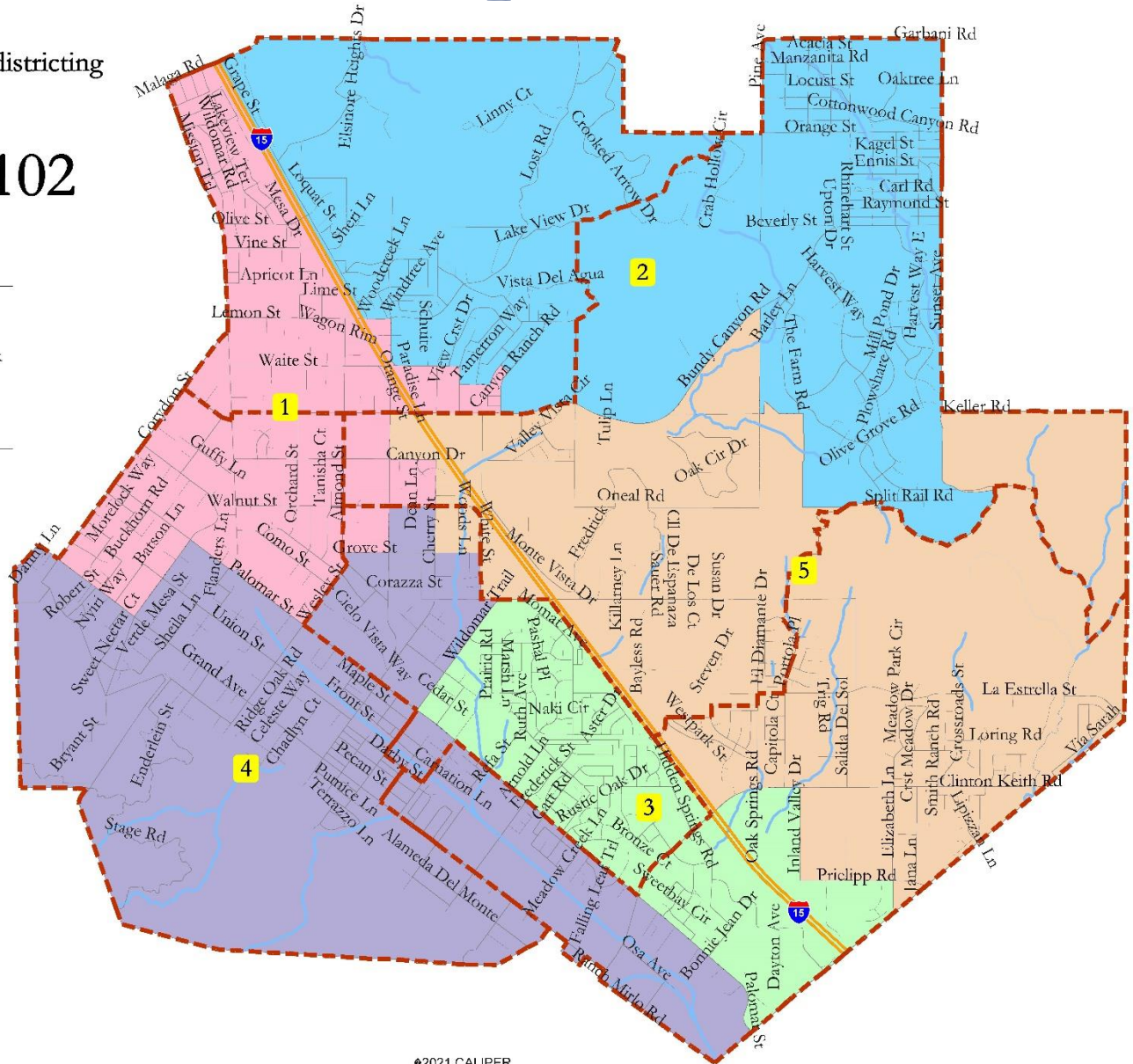


# Public Map 102

Wildomar 2021 Redistricting

## Public 102

Map layers	
	Public 102
	Census Block
	River
	Streets
	Currents



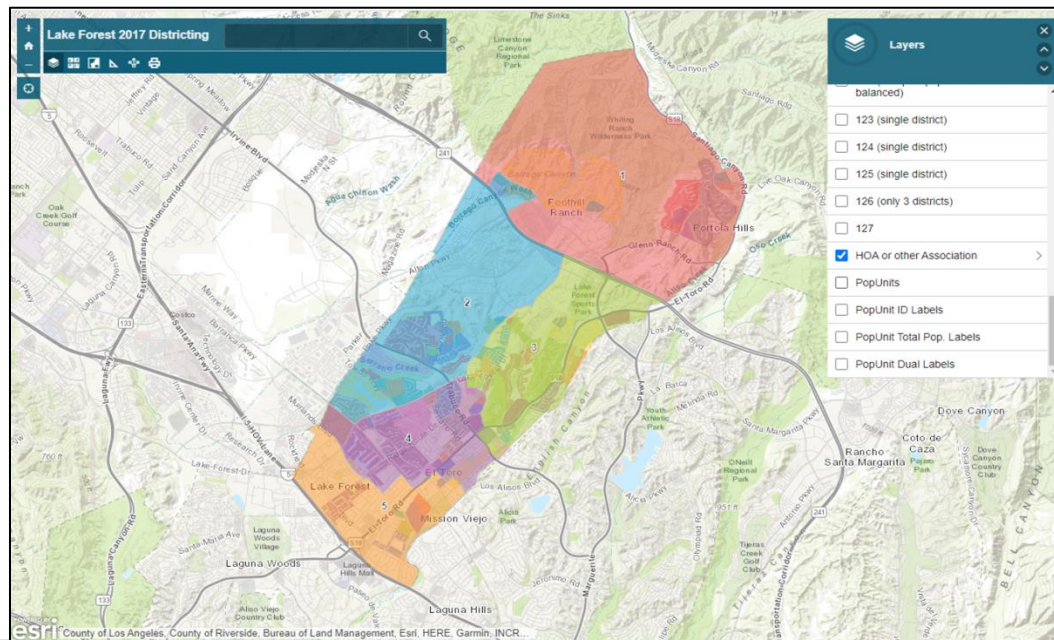
# Public Map 102 Demographics

Public 102							
District		1	2	3	4	5	Total
	Total Pop	7,457	7,408	7,406	7,321	7,406	36,998
	Deviation from ideal	57	8	6	-79	6	136
	% Deviation	0.77%	0.11%	0.08%	-1.07%	0.08%	1.84%
Total Pop	% Hisp	56.9%	40%	34%	42%	31%	41%
	% NH White	34%	49%	45%	46%	45%	44%
	% NH Black	2%	3%	6%	3%	7%	4%
	% Asian-American	3%	4%	9%	5%	12%	7%
Citizen Voting Age Pop	Total	4,488	4,993	4,959	4,531	4,666	23,637
	% Hisp	41%	31%	30%	35%	24%	32%
	% NH White	51%	62%	51%	59%	52%	55%
	% NH Black	3%	2%	10%	3%	8%	5%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	4%	2%	8%	2%	14%	6%
	Total	3,568	4,344	4,333	4,207	4,507	20,959
	% Latino est.	40%	28%	28%	30%	26%	30%
	% Spanish-Surnamed	37%	26%	26%	28%	24%	28%
	% Asian-Surnamed	2%	1%	2%	1%	3%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	3%	2%
	% NH White est.	57%	68%	59%	66%	63%	63%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	11%	2%	8%	5%
	Total	2,730	3,400	3,557	3,413	3,678	16,778
	% Latino est.	37%	26%	26%	28%	25%	28%
	% Spanish-Surnamed	34%	25%	24%	26%	23%	26%
	% Asian-Surnamed	2%	1%	2%	1%	3%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	3%	2%
	% NH White est.	60%	70%	60%	68%	64%	64%
	% NH Black	2%	2%	11%	2%	8%	5%

# Simple Map Review Tool

## Online Interactive Review Map

- ESRI's “ArcGIS Online” – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of “community of interest” and other data



# Discussion

- Conduct a Public Hearing
- Choose the map
- Introduce the Ordinance



# Share Your Thoughts

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## Website

[www.cityofwildomar.org](http://www.cityofwildomar.org)

## Phone

951-677-7751 x210

## Email

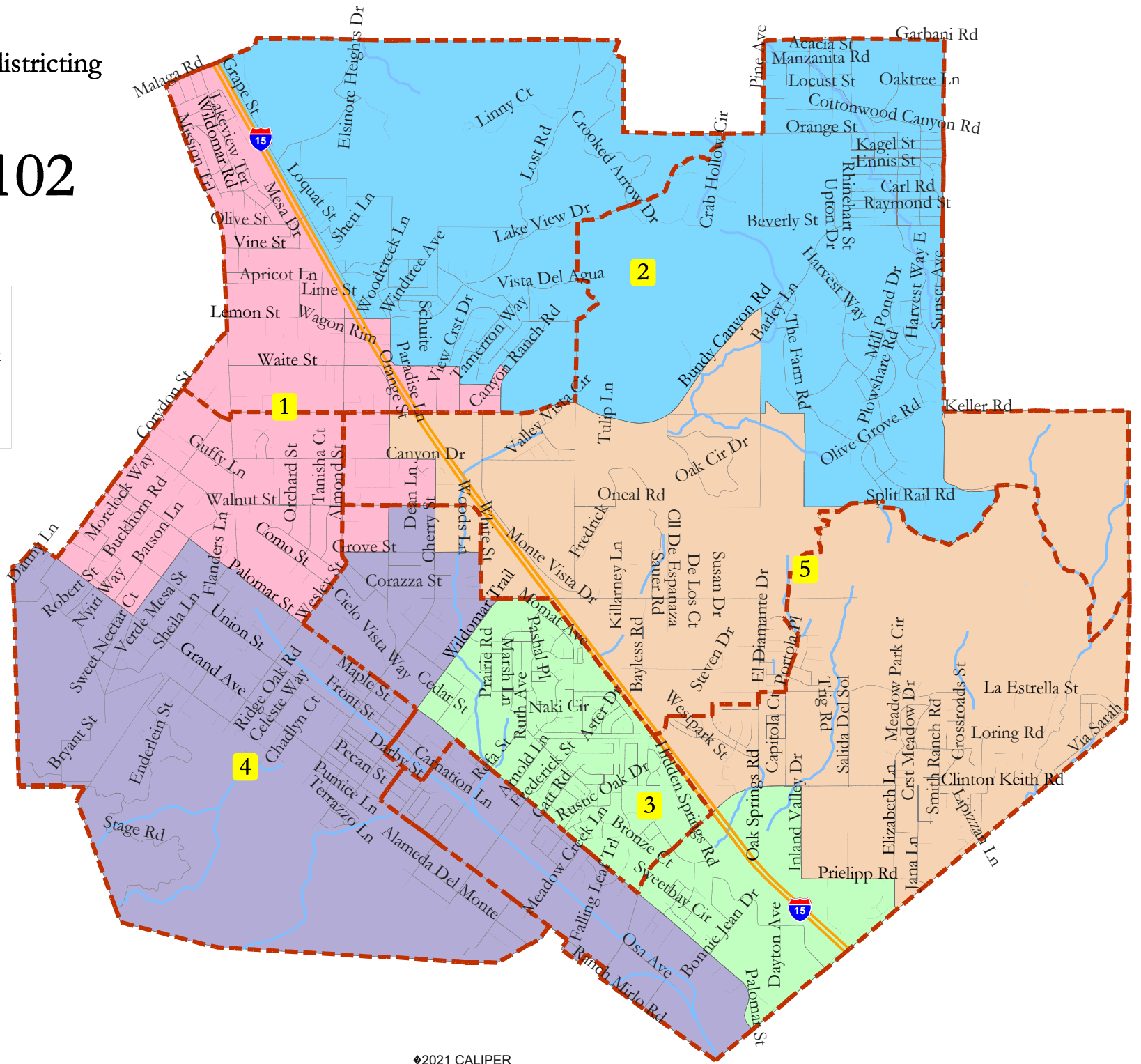
[jmorales@cityofwildomar.org](mailto:jmorales@cityofwildomar.org)

Wildomar 2021 Redistricting

Public 102

Map layers

- Public 102
- Census Block
- River
- Streets
- Currents



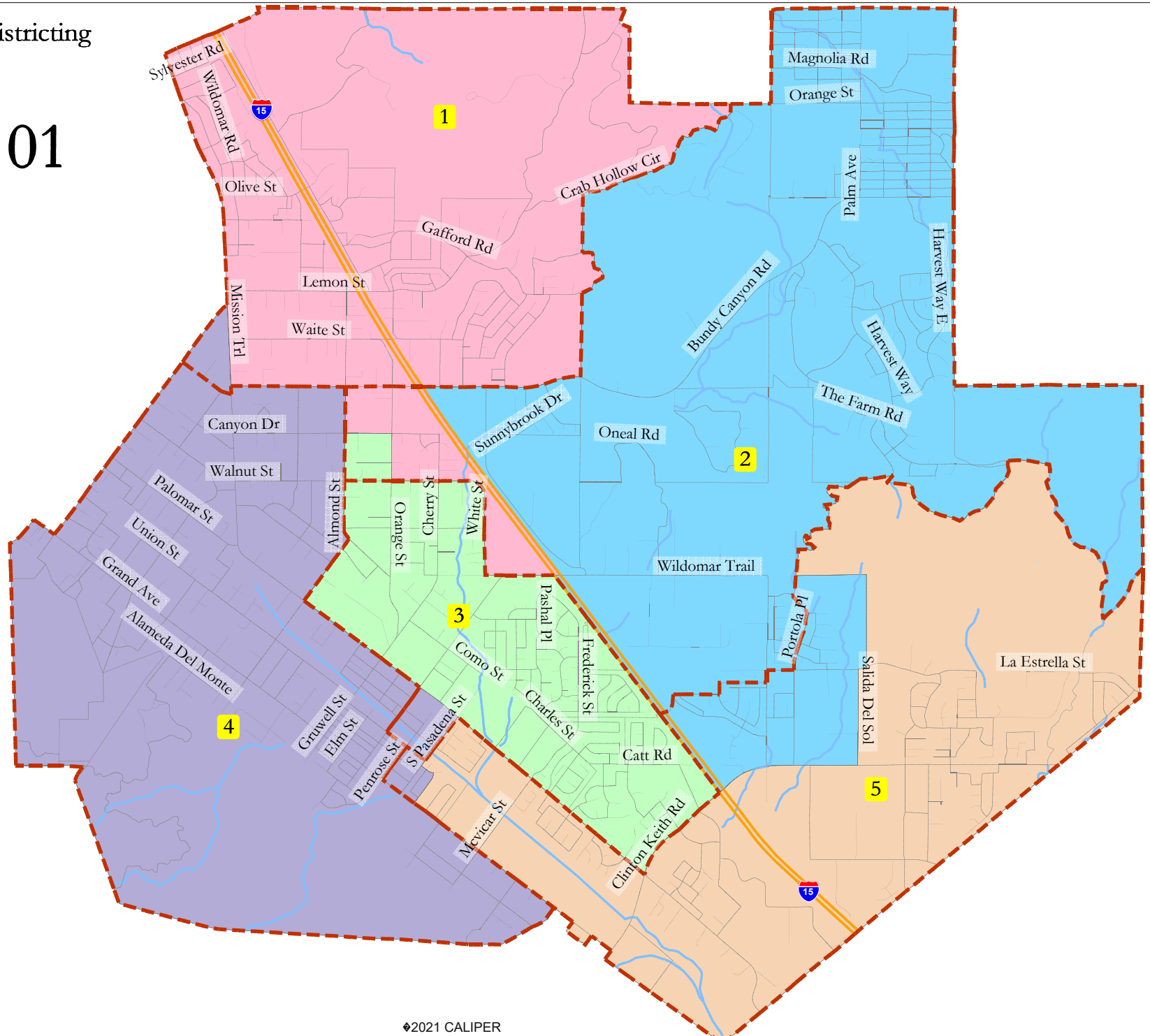
Public 102							
District		1	2	3	4	5	Total
	Total Pop	7,457	7,408	7,406	7,321	7,406	36,998
	Deviation from ideal	57	8	6	-79	6	136
	% Deviation	0.77%	0.11%	0.08%	-1.07%	0.08%	1.84%
Total Pop	% Hisp	56.9%	40%	34%	42%	31%	41%
	% NH White	34%	49%	45%	46%	45%	44%
	% NH Black	2%	3%	6%	3%	7%	4%
	% Asian-American	3%	4%	9%	5%	12%	7%
Citizen Voting Age Pop	Total	4,488	4,993	4,959	4,531	4,666	23,637
	% Hisp	41%	31%	30%	35%	24%	32%
	% NH White	51%	62%	51%	59%	52%	55%
	% NH Black	3%	2%	10%	3%	8%	5%
	% Asian/Pac.Isl.	4%	2%	8%	2%	14%	6%
Voter Registration (Nov 2020)	Total	3,568	4,344	4,333	4,207	4,507	20,959
	% Latino est.	40%	28%	28%	30%	26%	30%
	% Spanish-Surnamed	37%	26%	26%	28%	24%	28%
	% Asian-Surnamed	2%	1%	2%	1%	3%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	3%	2%
	% NH White est.	57%	68%	59%	66%	63%	63%
	% NH Black	2%	2%	11%	2%	8%	5%
Voter Turnout (Nov 2020)	Total	2,730	3,400	3,557	3,413	3,678	16,778
	% Latino est.	37%	26%	26%	28%	25%	28%
	% Spanish-Surnamed	34%	25%	24%	26%	23%	26%
	% Asian-Surnamed	2%	1%	2%	1%	3%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	3%	2%
	% NH White est.	60%	70%	60%	68%	64%	64%
	% NH Black	2%	2%	11%	2%	8%	5%
Voter Turnout (Nov 2018)	Total	1,571	2,140	2,131	2,122	2,223	10,187
	% Latino est.	30%	22%	22%	22%	21%	23%
	% Spanish-Surnamed	29%	21%	20%	21%	19%	21%
	% Asian-Surnamed	2%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	65%	74%	65%	74%	68%	69%
	% NH Black est.	1%	2%	11%	2%	8%	5%
ACS Pop. Est.	Total	7,827	7,227	7,343	6,625	6,538	35,559
Age	age0-19	33%	30%	30%	24%	28%	29%
	age20-60	48%	53%	52%	50%	55%	51%
	age60plus	19%	17%	18%	26%	17%	19%
Immigration	immigrants	20%	14%	16%	20%	16%	17%
	naturalized	44%	57%	63%	58%	76%	58%
Language spoken at home	english	57%	74%	72%	65%	75%	68%
	spanish	36%	24%	19%	32%	13%	25%
	asian-lang	7%	2%	7%	0%	9%	5%
	other lang	1%	1%	3%	3%	3%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	17%	9%	10%	12%	9%	11%
Education (among those age 25+)	hs-grad	63%	63%	59%	57%	50%	59%
	bachelor	7%	12%	14%	10%	21%	13%
	graduatedegree	4%	4%	7%	9%	6%	6%
Child in Household	child-under18	44%	46%	45%	35%	45%	43%
Pct of Pop. Age 16+	employed	60%	63%	62%	58%	65%	61%
Household Income	income 0-25k	22%	9%	11%	9%	8%	12%
	income 25-50k	23%	24%	13%	15%	8%	17%
	income 50-75k	20%	19%	13%	17%	17%	17%
	income 75-200k	33%	42%	51%	47%	56%	45%
	income 200k-plus	3%	6%	12%	11%	12%	9%
Housing Stats	single family	95%	97%	81%	100%	92%	93%
	multi-family	5%	3%	19%	0%	8%	7%
	rented	40%	20%	29%	21%	21%	27%
	owned	60%	80%	71%	79%	79%	73%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

## Wildomar 2021 Redistricting

## NDC 101

Map layers

- Districts
- Census Block
- River
- Streets
- Currents

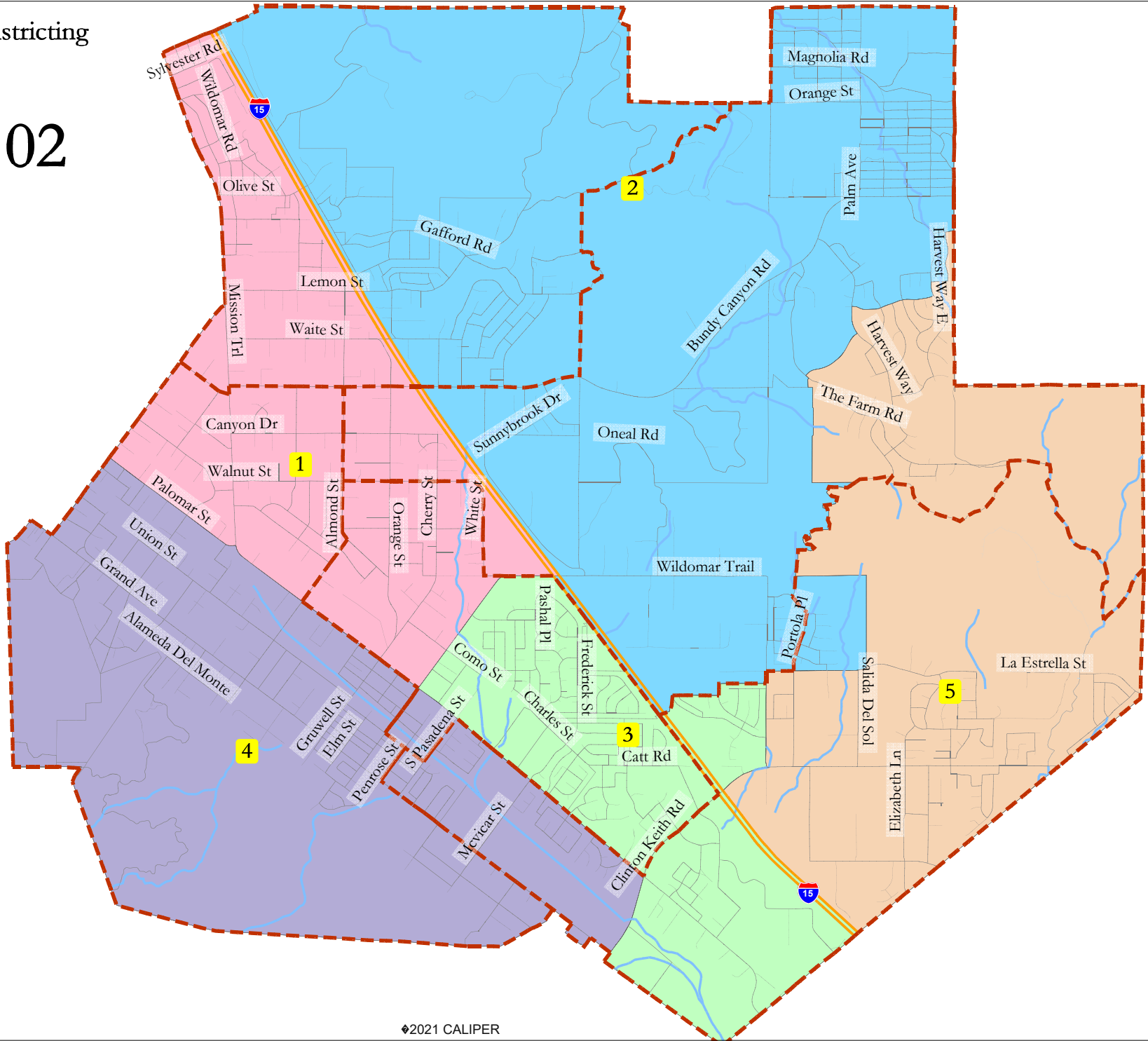


NDC Map 101							
District		1	2	3	4	5	Total
	Total Pop	7,581	7,368	7,408	7,446	7,195	36,998
	Deviation from ideal	181	-32	8	46	-205	386
	% Deviation	2.45%	-0.43%	0.11%	0.62%	-2.77%	5.22%
Total Pop	% Hisp	56.4%	34%	35%	46%	31%	41%
	% NH White	35%	50%	46%	42%	46%	44%
	% NH Black	3%	4%	5%	2%	8%	4%
	% Asian-American	3%	7%	9%	5%	10%	7%
Citizen Voting Age Pop	Total	4,490	4,562	4,959	4,873	4,752	23,637
	% Hisp	42%	28%	31%	35%	24%	32%
	% NH White	50%	63%	54%	58%	51%	55%
	% NH Black	4%	2%	7%	1%	10%	5%
	% Asian/Pac.Isl.	3%	5%	7%	4%	12%	6%
Voter Registration (Nov 2020)	Total	3,637	4,527	4,464	4,118	4,213	20,959
	% Latino est.	41%	25%	28%	33%	25%	30%
	% Spanish-Surnamed	37%	24%	26%	31%	23%	28%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	55%	70%	61%	64%	61%	63%
	% NH Black	3%	2%	8%	1%	11%	5%
Voter Turnout (Nov 2020)	Total	2,747	3,630	3,678	3,273	3,450	16,778
	% Latino est.	38%	23%	27%	30%	24%	28%
	% Spanish-Surnamed	35%	22%	25%	28%	22%	26%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	57%	72%	63%	67%	62%	64%
	% NH Black	3%	2%	8%	1%	11%	5%
Voter Turnout (Nov 2018)	Total	1,645	2,262	2,258	2,058	1,964	10,187
	% Latino est.	33%	19%	21%	23%	20%	23%
	% Spanish-Surnamed	31%	18%	20%	22%	19%	21%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	62%	76%	68%	73%	66%	69%
	% NH Black est.	3%	2%	8%	1%	11%	5%
ACS Pop. Est.	Total	7,504	6,299	7,270	7,633	6,853	35,559
Age	age0-19	31%	29%	28%	30%	29%	29%
	age20-60	51%	53%	52%	47%	54%	51%
	age60plus	17%	19%	20%	23%	17%	19%
Immigration	immigrants	22%	12%	17%	17%	16%	17%
	naturalized	43%	77%	59%	56%	71%	58%
Language spoken at home	english	54%	80%	70%	66%	73%	68%
	spanish	41%	15%	21%	28%	17%	25%
	asian-lang	4%	4%	7%	4%	7%	5%
	other lang	1%	1%	2%	2%	4%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	17%	6%	11%	12%	9%	11%
Education (among those age 25+)	hs-grad	57%	60%	59%	63%	54%	59%
	bachelor	10%	16%	12%	9%	17%	13%
	graduatedegree	5%	4%	7%	8%	7%	6%
Child in Household	child-under18	43%	45%	39%	41%	48%	43%
Pct of Pop. Age 16+	employed	59%	64%	59%	61%	64%	61%
Household Income	income 0-25k	16%	9%	12%	16%	7%	12%
	income 25-50k	27%	20%	15%	15%	8%	17%
	income 50-75k	21%	18%	10%	18%	19%	17%
	income 75-200k	33%	45%	51%	43%	55%	45%
	income 200k-plus	4%	8%	12%	8%	10%	9%
Housing Stats	single family	92%	100%	87%	99%	86%	93%
	multi-family	8%	0%	13%	1%	14%	7%
	rented	37%	13%	25%	28%	29%	27%
	owned	63%	87%	75%	72%	71%	73%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

# NDC 102

Map layers

- NDC 102
- Census Block
- River
- Streets
- Currents



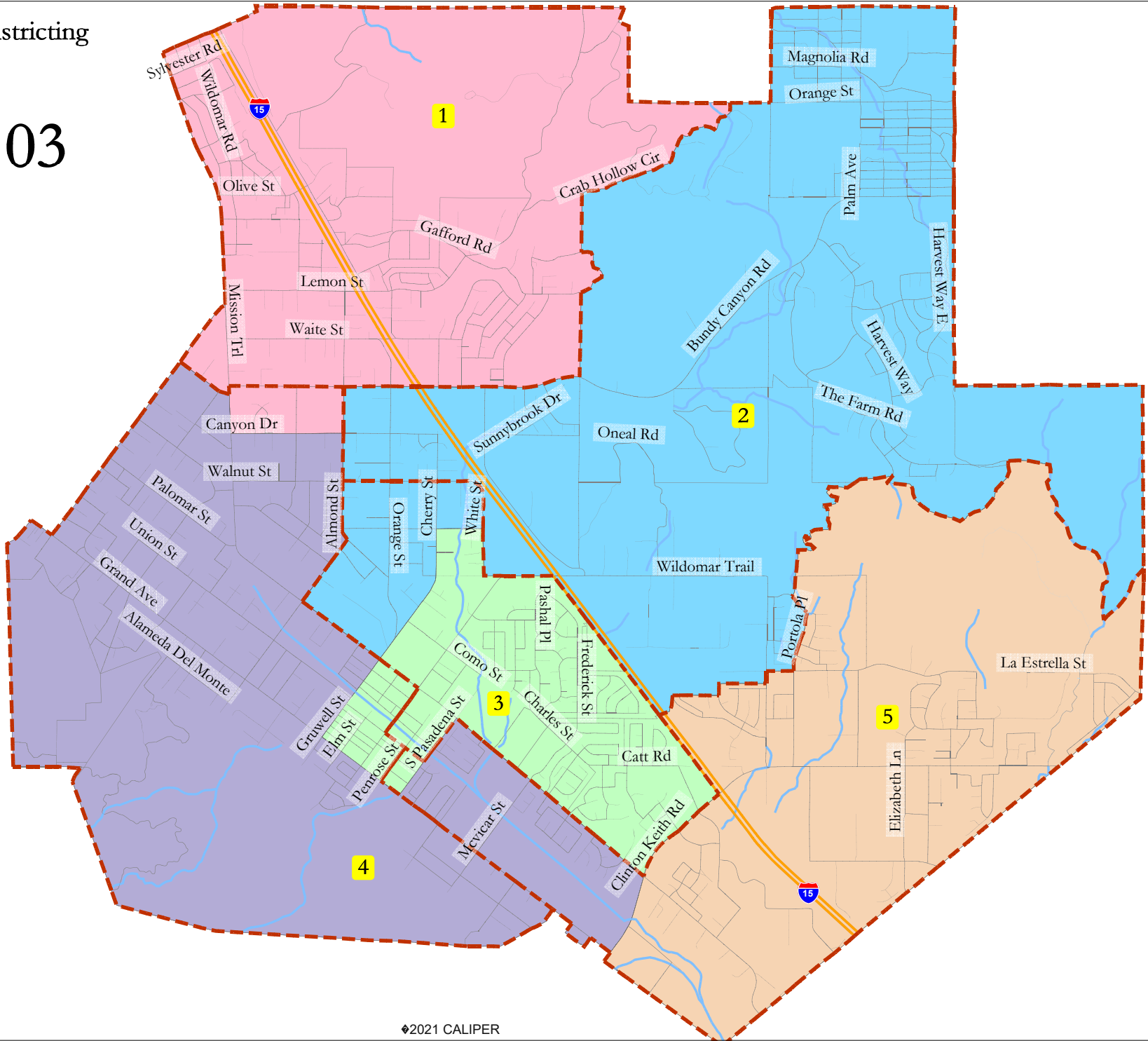
NDC Map 102							
District		1	2	3	4	5	Total
	Total Pop	7,328	7,588	7,239	7,212	7,631	36,998
	Deviation from ideal	-72	188	-161	-188	231	419
	% Deviation	-0.97%	2.54%	-2.18%	-2.54%	3.12%	5.66%
Total Pop	% Hisp	54.7%	42%	34%	43%	31%	41%
	% NH White	36%	45%	44%	45%	48%	44%
	% NH Black	2%	3%	6%	3%	7%	4%
	% Asian-American	4%	5%	10%	5%	9%	7%
Citizen Voting Age Pop	Total	4,467	4,606	4,841	4,442	5,280	23,637
	% Hisp	39%	33%	30%	35%	24%	32%
	% NH White	51%	57%	52%	60%	55%	55%
	% NH Black	3%	3%	9%	2%	8%	5%
	% Asian/Pac.Isl.	4%	5%	8%	2%	11%	6%
Voter Registration (Nov 2020)	Total	3,604	4,447	4,155	4,092	4,661	20,959
	% Latino est.	38%	31%	28%	32%	24%	30%
	% Spanish-Surnamed	35%	28%	26%	29%	22%	28%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	59%	64%	60%	66%	64%	63%
	% NH Black	3%	2%	9%	1%	9%	5%
Voter Turnout (Nov 2020)	Total	2,786	3,451	3,442	3,311	3,788	16,778
	% Latino est.	35%	29%	27%	29%	23%	28%
	% Spanish-Surnamed	32%	27%	25%	27%	21%	26%
	% Asian-Surnamed	1%	2%	2%	1%	2%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	61%	66%	61%	68%	65%	64%
	% NH Black	3%	2%	9%	1%	9%	5%
Voter Turnout (Nov 2018)	Total	1,612	2,219	2,082	2,062	2,212	10,187
	% Latino est.	28%	24%	22%	23%	18%	23%
	% Spanish-Surnamed	27%	23%	21%	22%	17%	21%
	% Asian-Surnamed	1%	2%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	67%	70%	66%	74%	70%	69%
	% NH Black est.	2%	2%	9%	1%	9%	5%
ACS Pop. Est.	Total	7,376	6,704	7,225	6,839	7,414	35,559
Age	age0-19	30%	30%	30%	28%	29%	29%
	age20-60	48%	54%	51%	49%	54%	51%
	age60plus	22%	16%	19%	23%	17%	19%
Immigration	immigrants	21%	17%	16%	19%	12%	17%
	naturalized	44%	57%	63%	58%	79%	58%
Language spoken at home	english	57%	68%	71%	65%	79%	68%
	spanish	36%	27%	19%	31%	12%	25%
	asian-lang	6%	4%	8%	2%	6%	5%
	other lang	1%	1%	2%	3%	3%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	11%	10%	12%	6%	11%
Education (among those age 25+)	hs-grad	61%	59%	57%	59%	57%	59%
	bachelor	8%	14%	15%	10%	17%	13%
	graduatedegree	5%	4%	7%	9%	5%	6%
Child in Household	child-under18	39%	45%	43%	40%	48%	43%
Pct of Pop. Age 16+	employed	56%	63%	62%	61%	65%	61%
Household Income	income 0-25k	20%	10%	12%	12%	7%	12%
	income 25-50k	25%	20%	13%	14%	13%	17%
	income 50-75k	19%	20%	11%	18%	18%	17%
	income 75-200k	33%	43%	51%	46%	53%	45%
	income 200k-plus	4%	7%	13%	10%	9%	9%
Housing Stats	single family	96%	96%	87%	100%	87%	93%
	multi-family	4%	4%	13%	0%	13%	7%
	rented	38%	21%	24%	24%	25%	27%
	owned	62%	79%	76%	76%	75%	73%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							



# NDC 103

Map layers

- NDC 103
- Census Block
- River
- Streets
- Currents



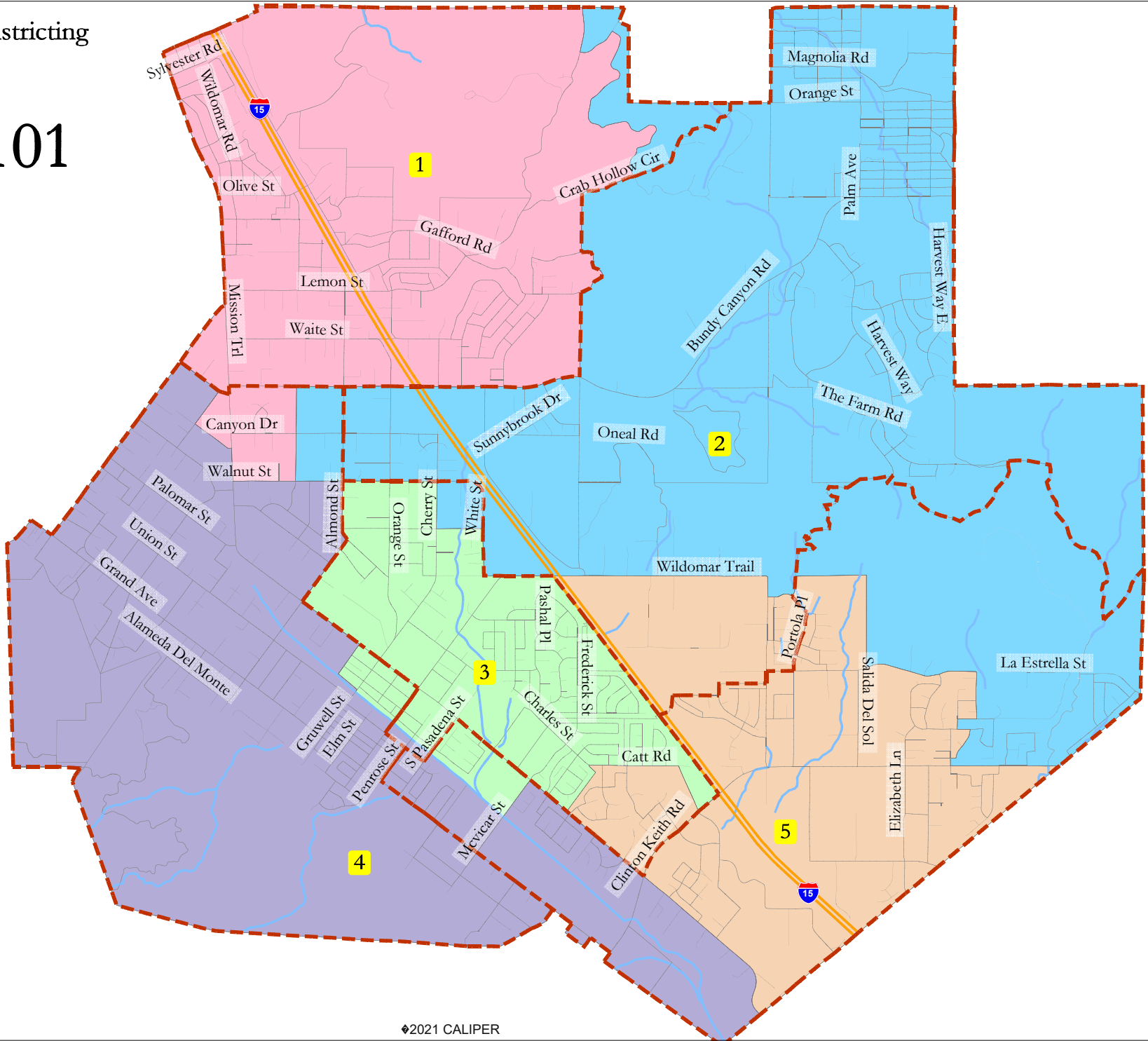


NDC Map 103							
District		1	2	3	4	5	Total
	Total Pop	7,304	7,399	7,770	7,402	7,123	36,998
	Deviation from ideal	-96	-1	370	2	-277	647
	% Deviation	-1.30%	-0.01%	5.00%	0.03%	-3.74%	8.74%
Total Pop	% Hisp	56.3%	38%	39%	41%	30%	41%
	% NH White	34%	50%	43%	47%	44%	44%
	% NH Black	3%	3%	5%	3%	9%	4%
	% Asian-American	3%	4%	8%	5%	12%	7%
Citizen Voting Age Pop	Total	4,302	4,903	4,956	4,773	4,703	23,637
	% Hisp	42%	29%	35%	32%	23%	32%
	% NH White	49%	63%	51%	62%	50%	55%
	% NH Black	4%	2%	7%	1%	11%	5%
	% Asian/Pac.Isl.	4%	3%	6%	3%	14%	6%
Voter Registration (Nov 2020)	Total	3,495	4,632	4,436	4,381	4,015	20,959
	% Latino est.	41%	26%	31%	29%	25%	30%
	% Spanish-Surnamed	38%	24%	29%	27%	23%	28%
	% Asian-Surnamed	1%	1%	2%	2%	3%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	55%	70%	59%	68%	60%	63%
	% NH Black	3%	2%	8%	1%	12%	5%
Voter Turnout (Nov 2020)	Total	2,633	3,687	3,601	3,593	3,264	16,778
	% Latino est.	39%	24%	29%	27%	24%	28%
	% Spanish-Surnamed	36%	22%	27%	25%	22%	26%
	% Asian-Surnamed	1%	1%	2%	2%	2%	2%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	2%
	% NH White est.	56%	71%	61%	70%	61%	64%
	% NH Black	3%	2%	8%	1%	12%	5%
Voter Turnout (Nov 2018)	Total	1,566	2,367	2,221	2,189	1,844	10,187
	% Latino est.	34%	19%	23%	21%	20%	23%
	% Spanish-Surnamed	32%	18%	22%	20%	18%	21%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	60%	76%	66%	76%	64%	69%
	% NH Black est.	3%	2%	8%	1%	12%	5%
ACS Pop. Est.	Total	7,284	6,704	7,518	7,459	6,594	35,559
Age	age0-19	33%	26%	30%	29%	29%	29%
	age20-60	51%	53%	51%	48%	55%	51%
	age60plus	17%	21%	19%	23%	17%	19%
Immigration	immigrants	22%	12%	18%	18%	15%	17%
	naturalized	43%	67%	59%	56%	77%	58%
Language spoken at home	english	53%	79%	68%	66%	75%	68%
	spanish	42%	18%	23%	28%	13%	25%
	asian-lang	5%	2%	7%	4%	9%	5%
	other lang	1%	1%	2%	2%	3%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	7%	11%	12%	8%	11%
Education (among those age 25+)	hs-grad	57%	63%	58%	62%	52%	59%
	bachelor	10%	12%	13%	9%	19%	13%
	graduatedegree	4%	4%	7%	8%	6%	6%
Child in Household	child-under18	44%	41%	42%	41%	48%	43%
Pct of Pop. Age 16+	employed	60%	59%	62%	61%	64%	61%
Household Income	income 0-25k	16%	10%	12%	15%	7%	12%
	income 25-50k	27%	21%	14%	15%	7%	17%
	income 50-75k	22%	17%	12%	18%	17%	17%
	income 75-200k	31%	44%	50%	44%	58%	45%
	income 200k-plus	4%	8%	12%	8%	11%	9%
Housing Stats	single family	92%	100%	87%	99%	85%	93%
	multi-family	8%	0%	13%	1%	15%	7%
	rented	39%	13%	26%	28%	27%	27%
	owned	61%	87%	74%	72%	73%	73%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

# Public 101

Map layers

- Public 101
- Census Block
- River
- Streets
- Currents



Public 101							
District		1	2	3	4	5	Total
	Total Pop	7,408	7,436	7,375	7,408	7,371	36,998
	Deviation from ideal	8	36	-25	8	-29	65
	% Deviation	0.11%	0.49%	-0.34%	0.11%	-0.39%	0.88%
Total Pop	% Hisp	56.1%	37%	37%	44%	30%	41%
	% NH White	34%	49%	46%	43%	44%	44%
	% NH Black	3%	3%	4%	3%	9%	4%
	% Asian-American	3%	6%	7%	5%	12%	7%
Citizen Voting Age Pop	Total	4,365	5,278	4,806	4,714	4,474	23,637
	% Hisp	42%	28%	33%	34%	24%	32%
	% NH White	49%	62%	54%	60%	49%	55%
	% NH Black	4%	3%	6%	2%	11%	5%
	% Asian/Pac.Isl.	4%	5%	6%	3%	13%	6%
Voter Registration (Nov 2020)	Total	3,533	4,518	4,420	4,225	4,263	20,959
	% Latino est.	41%	26%	30%	31%	25%	30%
	% Spanish-Surnamed	38%	24%	27%	29%	23%	28%
	% Asian-Surnamed	1%	2%	1%	2%	3%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	54%	69%	62%	67%	60%	63%
	% NH Black	3%	2%	6%	1%	12%	5%
Voter Turnout (Nov 2020)	Total	2,656	3,593	3,613	3,420	3,496	16,778
	% Latino est.	39%	23%	28%	28%	24%	28%
	% Spanish-Surnamed	36%	22%	26%	26%	22%	26%
	% Asian-Surnamed	1%	2%	1%	2%	2%	2%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	2%
	% NH White est.	56%	71%	63%	69%	61%	64%
	% NH Black	3%	2%	7%	1%	11%	5%
Voter Turnout (Nov 2018)	Total	1,576	2,223	2,241	2,084	2,063	10,187
	% Latino est.	34%	19%	21%	22%	21%	23%
	% Spanish-Surnamed	32%	18%	20%	21%	19%	21%
	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	60%	75%	69%	75%	64%	69%
	% NH Black est.	3%	2%	7%	1%	12%	5%
ACS Pop. Est.	Total	7,387	7,266	7,162	7,368	6,377	35,559
Age	age0-19	33%	27%	28%	29%	30%	29%
	age20-60	50%	53%	51%	48%	54%	51%
	age60plus	17%	20%	20%	22%	17%	19%
Immigration	immigrants	22%	11%	17%	18%	17%	17%
	naturalized	43%	71%	58%	56%	75%	58%
Language spoken at home	english	53%	80%	69%	67%	73%	68%
	spanish	41%	16%	23%	28%	14%	25%
	asian-lang	5%	4%	6%	3%	8%	5%
	other lang	1%	1%	2%	2%	4%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	7%	11%	12%	8%	11%
Education (among those age 25+)	hs-grad	57%	61%	59%	62%	53%	59%
	bachelor	10%	14%	12%	9%	19%	13%
	graduatedegree	4%	5%	7%	8%	6%	6%
Child in Household	child-under18	44%	42%	39%	42%	50%	43%
Pct of Pop. Age 16+	employed	60%	62%	60%	61%	63%	61%
Household Income	income 0-25k	16%	10%	12%	15%	7%	12%
	income 25-50k	27%	20%	15%	14%	8%	17%
	income 50-75k	22%	18%	12%	18%	17%	17%
	income 75-200k	31%	44%	50%	45%	57%	45%
	income 200k-plus	4%	9%	11%	8%	11%	9%
Housing Stats	single family	92%	100%	88%	100%	83%	93%
	multi-family	8%	0%	12%	0%	17%	7%
	rented	39%	14%	25%	27%	29%	27%
	owned	61%	86%	75%	73%	71%	73%
Total population data from the 2020 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

**From:** [notification@cityofwildomar.org](mailto:notification@cityofwildomar.org)  
**To:** [Janet Morales](#)  
**Subject:** Redistricting Map Opinion Poll 2022-01-29 02:10 PM(PST) Submission Notification  
**Date:** Saturday, January 29, 2022 2:10:41 PM

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**Redistricting Map Opinion Poll 2022-01-29 02:10 PM(PST)** was submitted by Guest on 1/29/2022 5:10:36 PM (GMT-08:00) US/Pacific

Name	Value
Name-1639758909570-0	Corinne Vallieres
Email-1639758944781-0	
What-street-do-you-live-on-1639758975583-0	Navut
Which-Map-do-you-prefer-1639759014461-0	NDC102
Are-there-any-additional-community-interests-that-you-feel-werent-included-that-you-would-like-the-City-to-consider-1639759123434-0	
Any-additional-comments-1639759212737-0	

To view this form submission online, please follow the link below:

<http://www.cityofwildomar.org/form/one.aspx?objectId=18308677&contextId=18209807&returnto=submissions>

**From:** [Joseph Morabito](#)  
**To:** [Janet Morales](#)  
**Subject:** New District Boundaries  
**Date:** Monday, January 31, 2022 10:39:23 AM  
**Attachments:** [District 1 triangle into District 3.PNG](#)

---

Hi Janet,

I've had a resident ask me about a portion of the district that he feels should be in District 3, not District 2. After taking a look at it, I tend to agree with him. Who do I contact about having another sample map drawn for consideration... or if not, then a thorough explanation as to why not?

Included is a snippet of the map that shows the area in question.

Thank you,

**Joseph Morabito**  
City Council Member, District 3

*Please note that email correspondence with the City of Wildomar, along with attachments, may be subject to the California Public Records Act, and therefore, may be subject to disclosure unless otherwise exempt.*



2

**CITY OF WILDOMAR  
CITY COUNCIL ADJOURNED REGULAR MEETING MINUTES  
DECEMBER 15, 2021**

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

The Closed Session of December 15, 2021, of the Wildomar City Council was conducted in-person at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and was called to order by Mayor Nigg at 5:00 p.m.

City Council Roll Call showed the following:

**Members in attendance:** Council Member Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

**Members absent:** Councilmember Moore

Staff in attendance: City Attorney Jex, Assistant City Manager York, City Clerk Morales, Community Services Director Torres.

**PUBLIC COMMENTS**

There were no public comments.

**CLOSED SESSION**

City Clerk Morales read the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Appointment.  
Title: City Manager.
2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.  
Agency representative: Dustin Nigg  
Unrepresented employee: City Manager
3. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation:
  - A. National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-CV-2804)

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

### **RECONVENE INTO OPEN SESSION**

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

### **ANNOUNCEMENTS**

City Attorney Jex stated that the City Council met in Closed Session on all the items and with respect to Items #1 and #2, the reportable action will be discussed under Item #3.5 on tonight's agenda. With respect to Item #3A, the City Council gave unanimous direction to enter into settlement agreements in the National Opioid Litigation and gave authority to the City Manager to execute all of the settlement agreements and documents. With respect to Item #3B, there is no reportable action.

### **ADJOURN CLOSED SESSION**

There being no further business, Mayor Pro Tem Benoit adjourned the closed session at 6:01 p.m.

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

The Adjourned Regular Meeting of December 15, 2021, of the Wildomar City Council was conducted in-person at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and was called to order by Mayor Nigg at 6:01 p.m.

City Council Roll Call showed the following:

**Members in attendance:** Council Member Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

**Members absent:** None

Staff in attendance: Assistant City Manager York, City Attorney Jex, City Clerk Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Associate Engineer Luna, Development Manager Stadnik, Associate Engineer Farag, Community Services Director Torres and Capital Project Manager Repke.



The flag salute was led by Mayor Nigg.

## **PRESENTATIONS**

1. Mayor Nigg presented the 2021 Holiday Lights Contest Winners.
2. Mayor Nigg presented Senior Administrative Analyst, Tina Roney, a 10 Year Service Acknowledgement.
3. Board Member Sammons presented the Animal Friends of the Valleys Update.

## **DEPARTMENT REPORTS**

There were no reports given.

## **PUBLIC COMMENTS**

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

1. Kenneth Mayes, resident
2. Gina Castanon, resident, with 6 minutes donated by Ruben Castanon, resident.
3. Amy Disston, resident, with 6 minutes donated by Anna Sandoval.

## **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 Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)
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. Western Community Energy (WCE)
14. Ad Hoc & Subcommittees

## **APPROVAL OF THE AGENDA AS PRESENTED**

There were no changes to the agenda as presented.

### **1.0 CONSENT CALENDAR**

Staff noted that there was an amendment to Section 3 of the Grand Avenue Microsurfacing Agreement for Agenda Item #1.12 regarding the allowance of electronic signatures.

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Moore to approve the Consent Calendar with the change to Item #1.12.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg  
NAY: 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- October 13, 2021 Regular Meeting**

Approved the minutes as presented.

#### **1.3 Warrant and Payroll Registers**

Approved the following:

1. Warrant Register dated 11-04-2021 in the amount of \$98,908.94.
2. Warrant Register dated 11-11-2021 in the amount of \$288,365.90.
3. Warrant Register dated 11-18-2021 in the amount of \$72,935.56.
4. Warrant Register dated 11-24-2021 in the amount of \$75,691.23.
5. Wire Transfer Register dated 11-30-2021 in the amount of \$211,280.48.
6. Payroll Register dated 12-01-2021 in the amount of \$174,914.04.

#### **1.4 Treasurer's Report**

Approved the Treasurer's Report for October 2021.

#### **1.5 2nd Reading of Ordinance No. 207 – Culture Cannabis Club Development Agreement 20-0078(R1)**

Adopted an Ordinance entitled:

ORDINANCE NO. 207

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTION OF A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF AMENDMENT #1 TO DEVELOPMENT AGREEMENT NO. 20-0078(R1) TO EXPAND AN APPROVED 1,440 SQUARE-FOOT RETAIL CANNABIS BUSINESS INTO AN 835 SQUARE-FOOT ADJACENT SUITE NOW TOTALING 2,275 SQUARE FEET LOCATED IN THE C-1/C-P (GENERAL COMMERCIAL) ZONE AT 33980 MISSION TRAIL, SUITE #A & B (APN: 366-160-070)

**1.6 2nd Reading of Ordinance No. 208 – Adding Chapter 2.44 (Campaign Contribution Limits for Elective City Offices) to the Wildomar Municipal Code**

Adopted an Ordinance entitled:

ORDINANCE NO. 208

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING CHAPTER 2.44 (CAMPAIGN CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICES) TO THE WILDOMAR MUNICIPAL CODE

**1.7 Minimum Hourly Wage Updates to the Position Classification, General Salary Schedules, and Senior Engineer FLSA Classification**

Adopted a Resolution entitled:

RESOLUTION NO. 2021 - 69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE POSITION CLASSIFICATION SCHEDULE, THE GENERAL SALARY SCHEDULE RESULTING FROM THE INCREASE TO MINIMUM HOURLY WAGE RATE, AND REVISING THE FLSA CLASSIFICATION OF THE SENIOR ENGINEER POSITION FROM NON-EXEMPT TO EXEMPT

**1.8 Tract Map No. 32035 - McVicar Residential Project Final Map Approval, Subdivision Improvement Agreement, and Lien Agreement**

1. Adopted a Resolution entitled:

RESOLUTION NO. 2021 - 65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE TRACT MAP 32035 MCVICAR RESIDENTIAL PROJECT AND AUTHORIZING

THE CITY MANAGER TO EXECUTE THE SUBDIVISION  
IMPROVEMENT AGREEMENT AND LIEN AGREEMENT

2. Authorized the City Manager to execute the Final Map and Subdivision Improvement Agreement with David P. Wolske and Leslie S. Lanes, Louis E. Polakoff and Elaine Polakoff, Harry L. Keays, Ronald Auerbacher, Joan Maresca, Pensco Trust Company, Myra J. Ekrem, and Omni Financial, LLC, and Orbis Financial, LLC (Developers) for the Tract No. 32035 – McVicar Residential Project.
  3. Authorize the City Manager to execute the Lien Agreement with Omni Financial, LLC, and Orbis Financial, LLC (Developers) for the Tract No. 32035 – McVicar Residential Project.
  4. Authorized the City Engineer to accept the dedications related to Tract Map No. 32035 and direct the City Clerk to transmit to the County Recorder of the County.
- 1.9 Tract No. 31667 - Boulder Creek Joint Community Facilities Agreement**  
Authorized the City Manager to execute the Joint Community Facilities Agreement (JCFA) between City of Wildomar, Community Facilities District No. 2017-2 (CFD No. 2017-2) of the Lake Elsinore Unified School District, and Beazer Homes Holdings, a Delaware limited liability company.
- 1.10 Western Riverside Council of Governments Updated Joint Powers Agreement**  
Authorized the Mayor to sign the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments.
- 1.11 Financial Services Contract for Municipal Consulting Services LLC**  
Approved and authorized the City Manager to execute a contract with Municipal Consulting Services LLC to provide financial services to the City of Wildomar.
- 1.12 Service Agreement with County of Riverside for the Grand Ave. Microsurfacing Improvement Project**
1. Adopted a Categorical Exemption pursuant to Section 15301(c) of the CEQA Guidelines.
  2. Authorized the City Manager to execute a service agreement with the County of Riverside in the amount of \$14,877.40 for construction of the Grand Ave. Microsurfacing Improvements Project.
  3. Authorized the City Engineer to approve change orders not to exceed

10% of the agreement amount (contingency).

**1.13 Revised Appropriations Limit for FY 2020-21**

Adopted a Resolution entitled:

RESOLUTION NO. 2021 - 70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING THE REVISED APPROPRIATIONS LIMIT  
FOR FISCAL YEAR 2020-21

**1.14 Revised Appropriations Limit for FY 2021-22**

Adopted a Resolution entitled:

RESOLUTION NO. 2021 - 71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING THE APPROPRIATIONS LIMIT FOR FISCAL  
YEAR 2021-22

**1.15 Award Services Agreement for Annual Grant Writing Services**

1. Approved six firms to be on the city's Professional Services Pre-Qualified list for Grant Writing through December 31, 2024; and,

2. Authorized the City Manager to execute a Services Agreement between the City of Wildomar and California Consulting.

**1.16 Development Impact Fees – Annual Report as of June 30, 2021**

Received and filed the Annual report for the Development Impact Fees for the Fiscal Year Ending June 30, 2021.

**2.0 PUBLIC HEARINGS**

**2.1 Monte Vista Ranch II Townhome Project (PA No. 21-0045):  
City Council review of a Mitigated Negative Declaration, General Plan  
Amendment, Change of Zone, Tentative Tract Map (TTM 38155) and a  
Plot Plan to construct a 62-unit townhome (for-sale) community**

Mayor Nigg read the title.

Planning Director Bassi presented the staff report.

Mayor Nigg opened the Public Hearing.

Marcus Gomez, resident, provided public comment in opposition of the item.

Robert May, resident, provided public comment in opposition of the item.

Patricia Golden, resident, provided public comment in opposition of the item.

There being no further testimony, Mayor Nigg closed the public hearing.

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Swanson to adopt a Resolution entitled:

RESOLUTION NO. 2021 - 72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH NO. 2021080301), AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE MONTE VISTA RANCH II TOWNHOME PROJECT CONSISTING OF GPA NO. 2021-04, CHANGE OF ZONE NO. 21-0045, TENTATIVE TRACT MAP NO. 38155 AND PLOT PLAN NO. 21-0045 FOR A 62-UNIT TOWNHOME COMMUNITY LOCATED ON NORTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY (APN: 367-502-002, 367-502-003, 367-502-004)

**MOTION** carried 4-0, by the following vote:

YEA: Moore, Swanson, Mayor Pro Tem Benoit  
NAY: Morabito  
ABSTAIN: None  
ABSENT: None

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Swanson to adopt a Resolution entitled:

RESOLUTION NO. 2021 - 73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 2021-04 (PA 21-0045) TO CHANGE THE EXISTING LAND USE DESIGNATION FROM BUSINESS PARK (BP) TO HIGH DENSITY RESIDENTIAL (HDR) FOR A 7.93-ACRE SITE LOCATED ON NORTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY (APN: 367-502-002, 367-502-003, 367-502-004)

**MOTION** carried 4-0, by the following vote:

YEA: Moore, Swanson, Mayor Pro Tem Benoit  
NAY: Morabito  
ABSTAIN: None  
ABSENT: None

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Swanson to adopt an Ordinance entitled:

ORDINANCE NO. 209

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 21-0045 TO CHANGE THE EXISTING ZONING DESIGNATION FROM C-O (COMMERCIAL OFFICE) TO R-3 (GENERAL RESIDENTIAL) FOR A 7.93-ACRE SITE LOCATED ON NORTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY (APN: 367-502-002, 367-502-003, 367-502-004)

**MOTION** carried 4-0, by the following vote:

YEA: Moore, Swanson, Mayor Pro Tem Benoit  
NAY: Morabito  
ABSTAIN: None  
ABSENT: None

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Moore to adopt a Resolution entitled:

RESOLUTION NO. 2021 - 74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 38155 (PA NO. 18-0034) TO SUBDIVIDE A 7.93-ACRE SITE INTO ONE SIX (6) LOTS FOR CONDOMINIUM PURPOSES TO FACILITATE THE DEVELOPMENT OF A 62-UNIT TOWNHOME PROJECT LOCATED ON NORTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY (APN: 367-502-002, 367-502-003, 367-502-004)

**MOTION** carried 4-0, by the following vote:

YEA: Moore, Swanson, Mayor Pro Tem Benoit  
NAY: Morabito  
ABSTAIN: None

ABSENT: None

**A MOTION** was made by Councilmember Swanson seconded by Mayor Pro Tem Benoit to adopt a Resolution entitled:

RESOLUTION NO. 2021 - 76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN/FSPD NO. 21-0045 TO DEVELOP A 62-UNIT TOWNHOME COMMUNITY WITH RELATED ON-SITE/OFF-SITE IMPROVEMENTS, SUBJECT TO CONDITIONS, ON A 7.93-ACRE SITE LOCATED ON NORTHEAST CORNER OF MONTE VISTA DRIVE AND SUMMER SAGE WAY (APN: 367-502-002, 367-502-003, 367-502-004)

**MOTION** carried 4-0, by the following vote:

YEA: Moore, Swanson, Mayor Pro Tem Benoit

NAY: Morabito

ABSTAIN: None

ABSENT: None

**2.2 Development Impact Fee Update Study (CIP 023)**

Mayor Nigg read the title.

Associate Engineer Farag presented the staff report.

Associate Engineer noted a change to Exhibit B Impact Fee Schedule of the Resolution. This change added a line for Animal Shelter.

Mayor Nigg opened the Public Hearing.

Kenneth Mayes, resident, provided public comment in opposition of the item.

Gina Castanon, resident, provided public comment in favor of the item.

Sally provided public comment.

Monty Goddard, resident, provided public comment.

There being no further testimony, Mayor Nigg closed the Public Hearing.



**A MOTION** was made by Councilmember Morabito seconded by Councilmember Moore to adopt the following Resolution with the change to Exhibit B as noted:

RESOLUTION NO. 2021 - 76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE "CITY OF WILDOMAR IMPACT FEE STUDY" AND ESTABLISHING AND INCREASING DEVELOPMENT IMPACT FEES APPLICABLE TO ALL DEVELOPMENT IN THE CITY OF WILDOMAR

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

NAY: None

ABSTAIN: None

ABSENT: None

### **3.0 GENERAL BUSINESS**

#### **3.1 COVID-19 Update**

Mayor Nigg read the title.

Community Services Director Torres presented the staff report.

It was the consensus of the City Council to receive and file the report.

#### **3.2 Fifth Amendment to the Franchise Agreement between the City and CR&R**

Mayor Nigg read the title.

Project Consultant Riley presented the staff report.

Kenneth Mayes, resident, provided public comment.

**A MOTION** was made by Councilmember Morabito seconded by Councilmember Moore to approve the Fifth Amendment to the Franchise Agreement between the City and CR&R Incorporated and authorize the City Manager to sign it. This amendment would be effective January 1, 2022.

**MOTION** carried 4-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit  
NAY: None  
ABSTAIN: None  
ABSENT: Mayor Nigg

**3.3 Fifth Amendment to the Franchise Agreement between the City and Waste Management**

Mayor Nigg read the title.

Project Consultant Riley presented the staff report.

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Swanson to approve the Fifth Amendment to the Franchise Agreement between the City and Waste Management and authorize the City Manager to sign it. This amendment would be effective January 1, 2022.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg  
NAY: None  
ABSTAIN: None  
ABSENT: None

**3.4 2022 Parks and Community Services Special Event Dates**

Mayor Nigg read the title.

Community Services Director Torres presented the staff report.

**A MOTION** was made by Councilmember Moore seconded by Councilmember Morabito to approve the Parks and Community Services special events calendar through 2022.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg  
NAY: None  
ABSTAIN: None  
ABSENT: None

### **3.5 Agreement for the position of City Manager**

Mayor Nigg read the title.

City Attorney Jex presented the staff report.

Resident Kenneth Mayes provided public comment in opposition of the item.

Resident Monty Goddard provided public comment.

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Swanson to approve the attached Employment Agreement between the City of Wildomar and Dan York for the position of City Manager.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

NAY: None

ABSTAIN: None

ABSENT: None

### **3.6 Appointment of Mayor and Mayor Pro Tem for 2022**

Mayor Nigg read the title.

City Clerk Morales presented the staff report.

**A MOTION** was made by Mayor Pro Tem Nigg to nominate Ben J. Benoit as Mayor for 2022.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

NAY: None

ABSTAIN: None

ABSENT: None

**A MOTION** was made by Mayor Pro Tem Benoit to nominate Joseph Morabito as Mayor Pro Tem for 2022.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg  
NAY: None  
ABSTAIN: None  
ABSENT: None

### **3.7 Committees, Commissions, and Boards Appointment for 2022**

Mayor Nigg read the title.

City Clerk Morales presented the staff report.

**A MOTION** was made by Mayor Nigg, seconded by Mayor Pro Tem Benoit to make the following changes to the list of committees, commissions, and boards:

Southern California Association of Governments (SCAG): Remove Ben J. Benoit as the Delegate and replace with Joseph Morabito.

Removed the Autism Task Force from the list.

**MOTION** carried 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg  
NAY: None  
ABSTAIN: None  
ABSENT: None

### **CITY MANAGER REPORT**

Assistant City Manager York presented the Staff Report.

### **FUTURE AGENDA ITEMS**

No future agenda items added.

### **ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Nigg adjourned the City Council Meeting at 8:37 p.m.

### **CALL TO ORDER – REOPEN ADJOURNED REGULAR SESSION**

The Adjourned Regular Meeting of December 15, 2021, of the Wildomar City Council was conducted in-person at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and was reopened and called to order by Mayor Nigg at 8:44 p.m.

City Council Roll Call showed the following:

**Members in attendance:** Council Member Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

**Members absent:** None

Staff in attendance: Assistant City Manager York, City Attorney Jex, City Clerk Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Associate Engineer Luna, Development Manager Stadnik, Associate Engineer Farag, Community Services Director Torres and Capital Project Manager Repke.

### **FUTURE AGENDA ITEMS**

Added: Zip Code Unity – Benoit

### **ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Nigg adjourned the City Council Meeting at 8:45 p.m.

Submitted by:

Approved by:

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Janet Morales, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR  
CITY COUNCIL SPECIAL MEETING MINUTES  
DECEMBER 15, 2021**

**CALL TO ORDER – SPECIAL SESSION - 7:00 P.M OR  
IMMEDIATELY FOLLOWING THE ADJOURNED REGULAR CITY  
COUNCIL/CEMETERY DISTRICT MEETING**

The Special Meeting of December 15, 2021, of the Wildomar City Council was conducted in-person at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and was called to order by Mayor Nigg at 8:38 p.m.

City Council Roll Call showed the following:

**Members in attendance:** Council Member Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

**Members absent:** None.

Staff in attendance: Assistant City Manager York, City Attorney Jex, City Clerk Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Development Manager Stadnik, Associate Engineer Farag, Community Services Director Torres and Capital Project Manager Repke.

**1.0 CONSENT CALENDAR**

Mayor Nigg pulled the item for a staff presentation.

**1.1 City Hall Facility Lease-Eleventh and Final Amendment**

Mayor Nigg read the title.

Assistant City Manager York presented the staff report.

**A MOTION** was made by Mayor Pro Tem Benoit seconded by Councilmember Morabito to approve and authorize the City Manager to sign the proposed Eleventh Amendment to the City Hall Facility Lease.

**MOTION** carried 5-0, by the following vote:

YEA: Moore, Morabito, Swanson, Mayor Pro Tem Benoit, Mayor Nigg

NAY: None

ABSTAIN: None  
ABSENT: None

## **2.0 PUBLIC HEARINGS**

There were no items scheduled.

## **3.0 GENERAL BUSINESS**

There were no items scheduled.

## **ADJOURN THE CITY COUNCIL MEETING**

There being no further business, Mayor Nigg adjourned the City Council Meeting at 8:43 p.m.

Submitted by:

Approved by:

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Janet Morales, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Robert Howell, Administrative Services Director

**SUBJECT:** Warrant and Payroll Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated 01-06-2022 in the amount of \$82,900.55.
2. Warrant Register dated 01-11-2022 in the amount of \$33,589.25.
3. Warrant Register dated 01-13-2022 in the amount of \$344,528.51.
4. Warrant Register dated 01-20-2022 in the amount of \$494,701.64.
5. Warrant Register dated 01-27-2022 in the amount of \$483,514.62.
6. Wire Transfer Register dated 01-31-2022 in the amount of \$51,931.65.
7. Payroll Register dated 02-01-2022 in the amount of \$191,579.89.

**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 2021/22 Budgets.

Submitted by:  
Robert Howell  
Administrative Services Director

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

Voucher Register 01/06/2022  
Voucher Register 01/11/2022  
Voucher Register 01/13/2022  
Voucher Register 01/20/2022

Voucher Register 01/27/2022  
Wire Transfer Register 01/31/2022  
Payroll Register 02/01/2022



**Voucher List**  
**City of Wildomar**

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**01/06/2022 12:16:47PM**

**Bank code :** wf

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
214542	1/6/2022	001374 ASAP SERVICES	3034		SMOOTH BASEBALL FIELDS AFTER RAIN	250.00
			3035		SCRAPE & GRADE DOG P ARK/SWEEP	375.00
			3036		BASKETBAL GRADE AROUND FIELD AND PARKING AREA	375.00
<b>Total :</b>						<b>1,000.00</b>
214543	1/6/2022	000008 AT&T MOBILITY	X12202021		12/13/21-01/12/22 COUNCIL MOBILE PHONE	57.00
<b>Total :</b>						<b>57.00</b>
214544	1/6/2022	001731 AVENU INSIGHTS & ANALYTICS	INV06-013128		ACFR - PRINICPAL EMPLOYERS & DEMOGRAPHIC	1,300.00
<b>Total :</b>						<b>1,300.00</b>
214545	1/6/2022	001675 BALCH, WESLEY P	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	2,550.00
<b>Total :</b>						<b>2,550.00</b>
214546	1/6/2022	001737 CARDENAS, MARNI	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	3,000.00
<b>Total :</b>						<b>3,000.00</b>
214547	1/6/2022	001672 COOLEY, RICHARD	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	2,400.00
<b>Total :</b>						<b>2,400.00</b>
214548	1/6/2022	001694 COSTAR REALTY INFORMATION INC	114885927-1 115241006-1		NOV 2021 CONTRACTUAL SVCS DEC 2021 CONTRACTUAL SVCS	796.00 796.00
<b>Total :</b>						<b>1,592.00</b>
214549	1/6/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11431797 11431853 11432133 11432333 11432414 11437073 11437086 11440291		11/06/21-12/07/21 WATER ZONE 52 LOC 01 11/06/21-12/07/21 WATER ZONE 29 LOC 02 11/06/21-12/07/21 WATER ZONE 71 LOC 01 11/06/21-12/07/21 WATER 32637 GRUWELL - 11/06/21-12/07/21 WATER MARNIA OBRIEN 11/10/21-12/11/21 WATER ZONE 3 LOC 7 M1 11/10/21-12/11/21 WATER HERITAGE PARK (A 11/11/21-12/12/21 WATER ZONE 3 LOC 25 M1	70.09 40.39 184.39 78.67 1,617.57 102.23 162.30 543.88

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214549	1/6/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER C	(Continued)			
			11440292		11/11/21-12/12/21 WATER ZONE 3 LOC 25 M2	401.73
			11442063		11/11/21-12/12/21 WATER ZONE 3 LOC 24 M1	758.38
			11443232		11/11/21-12/12/21 WATER CFD 2013-1 ZONE	244.40
			11443392		11/11/21-12/12/21 WATER MALAGA GATEWAY P	385.55
			11444025		11/13/21-12/14/21 WATER ZONE 42 LOC 01 M	638.98
			11444282		11/13/21-12/14/21 WATER ZONE 42 LOC 03 M	189.53
			11444283		11/13/21-12/14/21 WATER ZONE 42 LOC 02 M	234.06
			11450719		11/13/21-12/14/21 WATER ZONE 3 LOC 35 M1	107.69
Total :						5,759.84
214550	1/6/2022	000941 FRONTIER	10122		CORRECTED OFFICE TELEPHONE CHARGES 7751	1,769.63
Total :						1,769.63
214551	1/6/2022	000941 FRONTIER	122221		12/22/21-01/21/22 FIOS INTERNET CHARGES	185.97
Total :						185.97
214552	1/6/2022	001738 HARRIS, RICK	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	550.00
Total :						550.00
214553	1/6/2022	000634 HEYDAY RECORDS AND EVENTS	122921		STAFF LUNCHEON 12/16/21	300.00
Total :						300.00
214554	1/6/2022	001483 HICKOK, JEFFREY H. & THERESA	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	3,250.00
Total :						3,250.00
214555	1/6/2022	001666 INFINITY TECHNOLOGIES	281	0000351	INFORMATION TECHNOLOGY SUPPORT SERVICES	8,000.00
Total :						8,000.00

**Voucher List**  
**City of Wildomar**

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214556	1/6/2022	001455 MASSEY, JEFF & JEAN	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	1,000.00
<b>Total :</b>						<b>1,000.00</b>
214557	1/6/2022	001337 MPS SECURITY	0808-14319	0000357	WILDOMAR PARKS PATROL SVC - FY21/22 AS D	7,248.50
			1631	0000357	WILDOMAR PARKS PATROL SVC - FY21/22 AS D	2,128.00
<b>Total :</b>						<b>9,376.50</b>
214558	1/6/2022	001046 MUNICIPAL CONSULTING SERVICES, LLC	10322		12/01/21-12/31/21 - PROJECT CONSULTANT	7,122.50
<b>Total :</b>						<b>7,122.50</b>
214559	1/6/2022	001210 MURRIETA/WILDOMAR CHAMBER, OF CC	39570		MEGA MIXER - ECONOMIC DEVELOPMENT	250.00
<b>Total :</b>						<b>250.00</b>
214560	1/6/2022	001673 NIGHTENGALE, ALAN	122121		2ND RIGHT OF ENTRY FOR SOUND WALL CONSTR	2,350.00
<b>Total :</b>						<b>2,350.00</b>
214561	1/6/2022	001543 NPPW SERVICES	11300	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	1,044.06
			11413	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	1,044.06
			12387	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	606.03
			12388	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	606.03
			12389	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	606.03
			12390	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	606.03
			12391		MARNA OBRIEN GRAFFITI REMOVAL 12/3,8,10/	400.00
			12394		MARNA OBRIEN GRAFFITI REMOVAL 12/20/21	205.00
<b>Total :</b>						<b>5,117.24</b>
214562	1/6/2022	001005 PEOPLEREADY INC	27090310		CONTRACTUAL SERVICE - STAFF LUNCHEON	214.96
<b>Total :</b>						<b>214.96</b>

**Voucher List**  
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214563	1/6/2022	000526 PRINT POSTAL	16209		CODE ENFORCEMENT SUPPLIES	345.60
<b>Total :</b>						<b>345.60</b>
214564	1/6/2022	001101 SIGNS BY TOMORROW	28010		COROPLAST SIGNS	142.92
			28011		FROSTED CITY LOGO	420.06
<b>Total :</b>						<b>562.98</b>
214565	1/6/2022	001258 SUNBELT RENTALS, INC.	120438563		EQUIPMENT RENTAL - MOVE STE 201 TO STORA	72.85
<b>Total :</b>						<b>72.85</b>
214566	1/6/2022	001739 THETRAILERZONE.COM	1039		BREAKFAST WITH SANTA	51.47
<b>Total :</b>						<b>51.47</b>
214567	1/6/2022	000593 TORRES, DANIEL	10322		REIMBURSEMENT FOR EVENT SUPPLIES	256.95
<b>Total :</b>						<b>256.95</b>
214568	1/6/2022	000064 TYLER TECHNOLOGIES	045-362662		01/01/22-12/31/22 SOFTWARE SUPPORT	24,465.06
<b>Total :</b>						<b>24,465.06</b>
<b>27 Vouchers for bank code : wf</b>						<b>Bank total : 82,900.55</b>
<b>27 Vouchers in this report</b>						<b>Total vouchers : 82,900.55</b>

Voucher List  
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214575	1/11/2022	000076 EDC OF SOUTHWEST CALIFORNIA	91621		EDC MUNICIPAL LEVEL MEMBERSHIP FY 21/22	30,000.00
Total :						30,000.00
214576	1/11/2022	000283 RIVERSIDE COUNTY CLERK	10622		FILING - NOD FOR CZ NO. 2021-01	3,589.25
Total :						3,589.25
2 Vouchers for bank code : wf						Bank total : 33,589.25
2 Vouchers in this report						Total vouchers : 33,589.25

**Voucher List**  
**City of Wildomar**

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**01/13/2022 10:52:23AM**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214577	1/13/2022	001627 AMERICAN EAGLE TROPHIES	6645		CITY COUNCIL, CITY MANAGER, CITY CLERK D	253.17
<b>Total :</b>						<b>253.17</b>
214578	1/13/2022	001002 ARCHITERRA DESIGN GROUP	28969		10/25/21-11/24/21 PLAN CHECK SERVICE	798.16
			28971		10/25/21-11/24/21 PLAN CHECK SERVICE	375.00
			28972		10/25/21-11/24/21 PLAN CHECK SERVICE	812.50
			28973		10/25/21-11/24/21 PLAN CHECK SERVICE	500.00
			28974		10/25/21-11/24/21 PLAN CHECK SERVICE	250.00
			28975		10/25/21-11/24/21 PLAN CHECK SERVICE	1,375.00
			28976		10/25/21-11/24/21 PLAN CHECK SERVICE	625.00
			28983		10/25/21-11/24/21 LANDSCAPE STANDARD & D	2,270.00
<b>Total :</b>						<b>7,005.66</b>
214579	1/13/2022	001740 BECKCO, INC.	11122		PROGRESS PAY #1 CIP-026-2A	133,665.00
<b>Total :</b>						<b>133,665.00</b>
214580	1/13/2022	001300 DELL MARKETING L.P.	10498536810	0000341	POWEREDGE R440 #7GQ2DS2/7GQWCS2 SERVER W	5,481.75
			105169136135	0000353	TWO FY22 Q2 N3208PX, N3224P TAILOR MADE	9,097.68
			10522343085	0000347	LAPTOP XPS 15 9500 / THUNDERBOLT DOCK-WD	1,905.08
			10523975350	0000366	SERVICE CONTRACT PROSUPPORT PLUS (11/23/	4,772.50
<b>Total :</b>						<b>21,257.01</b>
214581	1/13/2022	000022 EDISON	122821-7258		11/29/21-12/27/21 ELECTRIC 21400 PALOMAR	154.31
			122821-9129		11/20/21-12/27/21 ELECTRIC	371.82
<b>Total :</b>						<b>526.13</b>
214582	1/13/2022	001222 FOBRO CONSULTING LLC	128	0000348	CONTRACTUAL SVCS 07/01/21-06/30/22 AS PE	3,767.50
<b>Total :</b>						<b>3,767.50</b>
214583	1/13/2022	000685 GREAT AMERICA FINANCIAL SERVIC	30738221		CANON COLOR COPIER SYST. #017-1249376	214.24

**Voucher List**  
**City of Wildomar**

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
214583	1/13/2022	000685	000685 GREAT AMERICA FINANCIAL SERVIC	(Continued)		<b>Total : 214.24</b>	
214584	1/13/2022	000499	INLAND EMPIRE LANDSCAPE INC		NOV 2021 LANDSCAPE REPAIR/REPLACE - ZONE	6,330.35	
			37580		DEC 2021 LANDSCAPE MAINTENANCE CSA	156.50	
			37607		103 T		
			37757		DEC 2021 LANDSCAPE REPAIR/REPLACE	692.75	
			37761		DECEMBER 2021 LANDSCAPE MAINTENANCE	14,735.66	
					<b>Total :</b>	<b>21,915.26</b>	
214585	1/13/2022	001353	MOTOROLA SOLUTIONS INC	8281300897	0000375	CODE ENFORCEMENT APX 6000 SERIES RADIOS	420.70
					<b>Total :</b>	<b>420.70</b>	
214586	1/13/2022	001555	NBS	1221000541		DEC 2021 PROFESSIONAL SERVICES	1,930.00
					<b>Total :</b>	<b>1,930.00</b>	
214587	1/13/2022	000042	PV MAINTENANCE, INC.	005-249		DEC 2021 CITYWIDE MAINTENANCE CONTRACTUA	62,480.59
					<b>Total :</b>	<b>62,480.59</b>	
214588	1/13/2022	001241	SIEMENS MOBILITY, INC.	5610279212		NOVEMBER 2021 TRAFFIC SIGNAL MAINTENANCE	1,494.50
				5620038387		NOVEMBER 2021 TRAFFIC SIGNAL RESPONSE CA	728.52
					<b>Total :</b>	<b>2,223.02</b>	
214589	1/13/2022	001306	SOCIAL WORK ACTION GROUP	08312021	0000350	FACILITATE & LEAD THE OVERALL SCOPE OF H	15,840.00
				09302021	0000350	FACILITATE & LEAD THE OVERALL SCOPE OF H	15,840.00
				10312021	0000350	FACILITATE & LEAD THE OVERALL SCOPE OF H	15,120.00
				11302021	0000350	FACILITATE & LEAD THE OVERALL SCOPE OF H	15,840.00
				12312021	0000350	FACILITATE & LEAD THE OVERALL SCOPE OF H	16,560.00
				73121		JULY 2021 PERMANENT SUPPORTIVE HOUSING (	12,298.33
				CR73121		JULY 2021 PSH - SWAG BLDG DEPOSIT #22-00	-3,200.00

Voucher List  
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214589	1/13/2022	001306 001306 SOCIAL WORK ACTION GROUP	(Continued)			
					<b>Total :</b>	<b>88,298.33</b>
214590	1/13/2022	001720 STERICYCLE, INC	8000637376		CONTRACTUAL SHREDDING SERVICE (12/01/21)	166.91
					<b>Total :</b>	<b>166.91</b>
214591	1/13/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (	113021 120121		VIDEO HOSTING SOFTWARE CANYON LAKE STATE OF THE CITY	250.00 75.00
					<b>Total :</b>	<b>325.00</b>
214592	1/13/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (	121621		MARKETING PLATFORM SUBSCRIPTION	79.99
					<b>Total :</b>	<b>79.99</b>
16 Vouchers for bank code : wf						<b>Bank total : 344,528.51</b>
16 Vouchers in this report						<b>Total vouchers : 344,528.51</b>



**Voucher List**  
**City of Wildomar**

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**01/20/2022 10:23:35AM**

**Bank code :** wf

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
214593	1/20/2022	000760 ARMADA ADMINISTRATORS	173656		JANUARY 2022 PREMIUM	4,503.00
<b>Total :</b>						<b>4,503.00</b>
214594	1/20/2022	000188 CALIFORNIA MUNICIPAL, STATISTICS, IN	21111701		DIRECT & OVERLAPPING DEBT STATEMENT AS O	500.00
<b>Total :</b>						<b>500.00</b>
214595	1/20/2022	001741 CANYON HILLS PLUMBING	18910		REPAIR/MAINTENANCE - FS61	250.00
<b>Total :</b>						<b>250.00</b>
214596	1/20/2022	000785 CORELOGIC SOLUTIONS, LLC	82114686		DEC 2021 CODE ENFORCEMENT SOFTWARE	238.50
<b>Total :</b>						<b>238.50</b>
214597	1/20/2022	000002 CRYSTAL CLEAN MAINTENANCE	103M		JANUARY 2022 CITY HALL JANITORIAL SERVIC	3,214.75
<b>Total :</b>						<b>3,214.75</b>
214598	1/20/2022	000037 DATA TICKET, INC.	130876		OCTOBER 2021 ONLINE/SSN CITATION PROCESS	3,342.20
			131403		OCTOBER 2021 DAILY CITE PROCESSING	217.50
			131868		NOVEMBER 2021 DAILY CITE PROCESSING	200.00
			132559		NOVEMBER 2021 ONLINE/SSN CITATION PROCES	148.31
<b>Total :</b>						<b>3,908.01</b>
214599	1/20/2022	000058 DEPARTMENT OF JUSTICE	552117		NOVERMBER 2021 FINGERPRINT APPS	128.00
<b>Total :</b>						<b>128.00</b>
214600	1/20/2022	000027 DIRECT TV	082317220X220113		01/12/22-02/11/22 CABLE SERVICES - CITY	153.99
<b>Total :</b>						<b>153.99</b>
214601	1/20/2022	000685 GREAT AMERICA FINANCIAL SERVIC	30788976		CANON COLOR COPIER SYST. #003-1228588	214.24
<b>Total :</b>						<b>214.24</b>
214602	1/20/2022	000016 INNOVATIVE DOCUMENT SOLUTIONS	237108		12/1/21-12/31/21 CONTRACT COPIER SVC MAI	781.67
<b>Total :</b>						<b>781.67</b>

**Voucher List**  
**City of Wildomar**

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214603	1/20/2022	001398 LUNA, CAMERON	11822		01/01/22-01/14/22 MILEAGE REIMBURSEMENT	13.44
<b>Total :</b>						<b>13.44</b>
214604	1/20/2022	001742 MARSHACK HAYS LLP	13176		WESTERN COMMUNITY ENERGY THROUGH 10/31/2	3,088.00
			13633		WESTERN COMMUNITY ENERGY THROUGH 12/31/2	287.00
<b>Total :</b>						<b>3,375.00</b>
214605	1/20/2022	001555 NBS	1221000036		NOV 2021 PROFESSIONAL SVCS.	3,600.00
<b>Total :</b>						<b>3,600.00</b>
214606	1/20/2022	000910 NIELSEN MERKSAMER PARRINELLO, GR 214715			ELECTORAL SYSTEM (#211735-9/8/21)	274.00
<b>Total :</b>						<b>274.00</b>
214607	1/20/2022	000185 PITNEY BOWES	10622		ADMIN FEE	50.00
<b>Total :</b>						<b>50.00</b>
214608	1/20/2022	001107 PLACEWORKS	76717		OCTOBER 2021 CONTRACTUAL SVC - ZONE CONS	2,406.25
<b>Total :</b>						<b>2,406.25</b>
214609	1/20/2022	000526 PRINT POSTAL	16199		HR DEPT SUPPLIES - BUSINESS CARDS	285.60
<b>Total :</b>						<b>285.60</b>
214610	1/20/2022	000051 RCHCA	12022A		KANGAROO RAT FEE - OCT 2021	5,010.00
			12022B		KANGAROO RAT FEE - NOV 2021	1,250.00
			12022C		KANGAROO RAT FEE - DEC 2021	19,700.00
<b>Total :</b>						<b>25,960.00</b>
214611	1/20/2022	001393 SOCALGAS	11322		12/10/21-01/11/22 GAS - FIRE DEPT 32637	151.02
<b>Total :</b>						<b>151.02</b>
214612	1/20/2022	000790 SPARKLETTS	10822		CITY HALL DRINKING WATER THROUGH 01/08/2	76.67
<b>Total :</b>						<b>76.67</b>
214613	1/20/2022	000242 SWRCB	SW-0225485		NPDES SW CONSTRUCTION CGO	860.00
			WD-0198126		WQC FILL & EXCAVATION	440.00

<b>Bank code :</b> wf							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
214613	1/20/2022	000242 000242 SWRCB			(Continued)	<b>Total :</b>	<b>1,300.00</b>
214614	1/20/2022	001495 TIME WARNER CABLE	2318010822		CABLE THROUGH 02/07/21 - FS61		5.32
						<b>Total :</b>	<b>5.32</b>
214615	1/20/2022	000131 WESTERN RIVERSIDE COUNTY, RCA	11922A		MSHCP MITIGATION FEES - SEPTEMBER 2021		2,935.00
			11922B		MSHCP MITIGATION FEES - OCTOBER 2021		250,867.00
			11922C		MSHCP MITIGATION FEES - DECEMBER 2021		189,510.18
						<b>Total :</b>	<b>443,312.18</b>
23 Vouchers for bank code : wf						<b>Bank total :</b>	<b>494,701.64</b>
23 Vouchers in this report						<b>Total vouchers :</b>	<b>494,701.64</b>

**Voucher List**  
**City of Wildomar**

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**Bank code :** wf

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
214617	1/27/2022	000210 ALBERT A. WEBB ASSOCIATES	215158		COMMONS @ HIDDEN SPRINGS MND	4,456.00
<b>Total :</b>						<b>4,456.00</b>
214618	1/27/2022	000033 AMERICAN FORENSIC NURSES	15421		BLOOD DRAW (1)	61.22
			75377		BLOOD DRAW (2)	122.44
			75432		BLOOD DRAW (3)	183.66
<b>Total :</b>						<b>367.32</b>
214619	1/27/2022	001002 ARCHITERRA DESIGN GROUP	29118		11/25/21-12/24/21 PLAN CHECK SVC - 1ST P	125.00
			29119		11/25/21-12/24/21 PLAN CHECK SVC - 2ND P	375.00
			29120		11/25/21-12/24/21 PLAN CHECK SVC - 2ND P	125.00
			29133		11/25/21-12/24/21 LANDSCAPE STANDARD & D	7,945.00
<b>Total :</b>						<b>8,570.00</b>
214620	1/27/2022	000008 AT&T MOBILITY	X01202022		01/13/22-02/12/22 COUNCIL MOBILE PHONE	57.82
<b>Total :</b>						<b>57.82</b>
214621	1/27/2022	001746 BIONDI PAINTING	1758		MARNA OBRIEN MISC REPAIRS	400.00
<b>Total :</b>						<b>400.00</b>
214622	1/27/2022	000034 BIO-TOX LABORATORIES	42175		RC SHERIFF - LAB SERVICES	296.00
			42222		RC SHERIFF - LAB SERVICES	145.00
<b>Total :</b>						<b>441.00</b>
214623	1/27/2022	001330 BMW MOTORCYCLES OF RIVERSIDE	6029078/3		BMW MOTORCYCLE MAINTENANCE - SHERIFF	1,330.50
<b>Total :</b>						<b>1,330.50</b>
214624	1/27/2022	001185 CORONA CLAY	13056		INFIELD MIX MATERIAL - BASEBALL FIELD &	714.38
<b>Total :</b>						<b>714.38</b>
214625	1/27/2022	001623 CORONA, ARACELI	11022		REIMBURSE COVID-19 TEST 01/10/22	165.00
			11422		REIMBURSE COVID-19 TEST 01/14/22	100.00
			12422		REIMBURSE COVID-19 TEST 01/24/22	100.00
<b>Total :</b>						<b>365.00</b>
214626	1/27/2022	001338 DEANZA TERMITE & PEST CONTROL, INC	591957A		PEST CONTROL (NOV, 12/17/21 & 1/14/22)	75.00

**Voucher List**  
**City of Wildomar**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214626	1/27/2022	001338 001338 DEANZA TERMITE & PEST CONTROL, INC (Continued)				<b>Total : 75.00</b>
214627	1/27/2022	000058 DEPARTMENT OF JUSTICE	552855		NOV 2021 POLICE BLOOD ALCOHOL	140.00
					<b>Total :</b>	<b>140.00</b>
214628	1/27/2022	001566 DFM ASSOCIATES	12422		2022 ELECTION CODE BOOK	82.65
					<b>Total :</b>	<b>82.65</b>
214629	1/27/2022	000022 EDISON	10322*0828		12/01/21-12/31/21 ELECTRIC WILDOMAR CITY	204.50
			10322-0962		12/01/21-12/31/21 ELECTRIC CFD 2013-001	289.64
			10322-1202		12/01/21-12/31/21 ELECTRIC CFD 2013-001	44.16
			10322-1757		12/01/21-12/31/21 ELECTRIC CFD 2013-001	254.98
			10322-4293		12/01/21-12/31/21 ELECTRIC	5,303.96
			10322-4487		12/01/21-12/31/21 ELECTRIC CSA 103	46.33
			10322-4610		12/01/21-12/31/21 ELECTRIC CFD 2013-001	151.73
			10322-4845		12/01/21-12/31/21 ELECTRIC CFD 2013-1	78.65
			10322-7504		12/01/21-12/31/21 ELECTRIC CFD 2013-001	50.98
			10322-7694		12/01/21-12/31/21 ELECTRIC CFD 2013-001	267.42
			10322-8975		12/01/21-12/31/21 ELECTRIC CFD 2013-001	157.30
			10322-9127		12/01/21-12/31/21 ELECTRIC CFD 2013-001	302.03
			11322		12/01/21-12/31/21 ELECTRIC - CITY HALL #	172.17
			11322-3487		12/01/21-12/31/21 ELECTRIC - CITY HALL #	121.62
			11322-7255		12/01/21-12/31/21 ELECTRIC - CITY HALL #	150.17
			11322-8408		12/01/21-12/31/21 ELECTRIC - CFD 2013-00	17.96
					<b>Total :</b>	<b>7,613.60</b>
214630	1/27/2022	001664 EXPRESS EVENTS	111121		VETERAN'S DAY	225.00
			121621		STAFF LUNCHEON	995.00
					<b>Total :</b>	<b>1,220.00</b>
214631	1/27/2022	001222 FOBRO CONSULTING LLC	129	0000348	CONTRACTUAL SVCS 07/01/21-06/30/22 AS PE	3,575.00
					<b>Total :</b>	<b>3,575.00</b>
214632	1/27/2022	000876 GATES SOUND	22-1161		MICROPHONE REPAIR IN CHAMBERS	495.00
					<b>Total :</b>	<b>495.00</b>
214633	1/27/2022	000685 GREAT AMERICA FINANCIAL SERVIC	30834918		CANON COLOR COPIER SYSTEM #015-1472515	359.97

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Voucher List  
City of Wildomar

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214633	1/27/2022	000685 GREAT AMERICA FINANCIAL SERVIC	(Continued) 30834919		CANON COLOR COPIER SYSTEM #016-1585799	214.24
Total :						574.21
214634	1/27/2022	001555 NBS	1221000036BAL		NOV 2021 PROFESSIONAL SVCS - BALANCE	51.25
Total :						51.25
214635	1/27/2022	001543 NPPW SERVICES	12551	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	546.87
			12552	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	606.03
			12553	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	285.70
Total :						1,438.60
214636	1/27/2022	001107 PLACEWORKS	77292		DECEMBER CONTRACTUAL SVCS - ZONE CONSIST	2,304.35
			77297		DECEMBER CONTRACTUAL SVCS - PROJECT RELA	50.00
			77298		DECEMBER CONTRACTUAL SVCS - PROJECT RELA	94.50
			77299		DECEMBER CONTRACTUAL SVCS - PROJECT RELA	383.50
			77300		DECEMBER CONTRACTUAL SVCS - PROJECT RELA	1,627.00
			77301		DECEMBER CONTRACTUAL SVCS - HOUSING ELEM	337.50
			77302		DECEMBER CONTRACTUAL SVCS - PROJECT RELA	95.00
Total :						4,891.85
214637	1/27/2022	000526 PRINT POSTAL	16214		HR DEPT SUPPLIES	571.99
			16235		COVID-19 SUPPLIES	46.58
Total :						618.57
214638	1/27/2022	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000040008		CONTRACT LAW ENFORCEMENT THROUGH 10/20/2	422,064.52
Total :						422,064.52
214639	1/27/2022	001021 SPICER CONSULTING GROUP	939		CFD 2013-1 ANNEX 8/1/20-6/30/21 (STRATA-	6,000.00

Voucher List  
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214639	1/27/2022	001021 001021 SPICER CONSULTING GROUP	(Continued)		Total :	6,000.00
214640	1/27/2022	000094 STAUFFERS LAWN EQUIPMENT	273832		BASEBALL FIELD TURF REPAIR SUPPLIES	13.94
			274260		BASEBALL FIELD TURF REPAIR SUPPLIES	292.41
					Total :	306.35
214641	1/27/2022	000242 SWRCB	SW-0223142		10/01/21-09/30/22 ANNUAL PERMIT FEE	17,666.00
					Total :	17,666.00
25 Vouchers for bank code : wf						Bank total : 483,514.62
25 Vouchers in this report						Total vouchers : 483,514.62

**City of Wildomar  
Wire Transfer Register  
1/31/2022**

<b>ACH Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
1/6/2022	Wright Express	Fuel Purchases	\$ 1,067.67
1/19/2022	US Bank	Business Travel and Meals, Repairs & Maintenance, and Office Supplies	11,120.01
1/25/2022	Enterprise Fleet Management	Monthly Lease Payment	1,350.29
1/28/2022	CFT NV Developments, LLC	Monthly Lease Payment	38,393.68
<b>TOTAL</b>			<b>\$ 51,931.65</b>



**City of Wildomar**  
**Payroll Warrant Register**  
**2/1/2022**

<b>ACH Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
1/6/2022	Heartland Payroll	12/18/2021-12/31/2021	\$ 100,020.96
1/20/2022	Heartland Payroll	01/01/2022-01/14/2022	89,811.40
2/1/2022	Heartland Payroll	01/01/2022-01/31/2022	<u>1,747.53</u>
<b>TOTAL</b>			<b><u>\$ 191,579.89</u></b>

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #1.5**

**CONSENT CALENDAR**

**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Robert Howell, City Treasurer

**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for December 2021.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of December 2021. 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.

Submitted by:  
Robert Howell  
City Treasurer

Approved by:  
Daniel York  
City Manager

**ATTACHMENTS:**

Treasurer's Report

CITY OF WILDOMAR  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
**December 2021**

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
AII	AII	WELLS FARGO	# 7,631,005.51	\$ 3,709,153.02	(2,618,605.00)	\$ 8,721,553.53	0.000%
		TOTAL	\$ 7,631,005.51	\$ 3,709,153.02	\$ (2,618,605.00)	\$ 8,721,553.53	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
AII	LOCAL AGENCY INVESTMENT FUND	\$ 9,665,604.54	\$ 9,665,604.54	\$ 9,665,604.54	100.00%	0	0.212%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 5,593,660.84	\$ 5,593,660.84	\$ 5,593,660.84	100.00%	0	0.050%
	TOTAL	\$ 15,259,265.38	\$ 15,259,265.38	\$ 15,259,265.38	100.00%		
CITY	TOTAL CASH AND INVESTMENT	\$ 23,980,818.91					

CITY INVESTMENT (Continued)

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
AII	LOCAL AGENCY INVESTMENT FUNDS	\$ 9,665,604.54	\$ 0.00	\$ 0.00	\$ 9,665,604.54	0.212%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 5,593,421.76	\$ 239.08	\$ 0.00	\$ 5,593,660.84	0.050%
	TOTAL	\$ 15,259,026.30	\$ 239.08	\$ 0.00	\$ 15,259,265.38	

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

*1/31/2022*  
\_\_\_\_\_  
Date

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #1.6**

**CONSENT CALENDAR**

**Meeting Date: February 9, 2022**

---

**TO:** Mayor and City Council Members

**FROM:** Dan York, City Manager  
Thomas D. Jex, City Attorney

**SUBJECT:** Consideration of a Resolution authorizing the continuing need for a teleconferencing option for City Council, Commission and Committee meetings pursuant to Assembly Bill No. 361

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022 - \_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA AUTHORIZING THE CONTINUING NEED FOR TELECONFERENCING  
OPTION FOR CITY COUNCIL, COMMISSION AND COMMITTEE MEETINGS  
PURSUANT TO ASSEMBLY BILL 361 AND MAKING FINDINGS AND  
DETERMINATIONS REGARDING THE SAME

**BACKGROUND:**

The City adopted a resolution at its January 12, 2022 meeting making the findings required by AB 361 and authorizing City Legislative Body meetings to be held via teleconference. According to Government Code § 54953(e)(3), a legislative body that holds a meeting via teleconference pursuant to AB 361 must reconsider the circumstances of the state of emergency and make findings every 30 days to continue to meet via teleconference.

The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

The attached resolution includes and reaffirms the findings required by AB 361 to allow the City to continue to hold teleconferenced meetings.

**DISCUSSION:**

Governor Newsom signed Assembly Bill 361 (AB 361) on September 16, 2021, which amends the Ralph M. Brown Act to provide additional provisions that allow meetings of

legislative bodies to be conducted via teleconference. AB 361 went into effect immediately upon the Governor's signature. AB 361 comes as the provisions of Executive Order No. N-29-20 (as revised by Executive Order No. N-08-21), which modifies the requirements for the conduct of meetings via teleconference during the COVID-19 pandemic, expired on September 30, 2021.

AB 361 will allow a local agency legislative body to hold a meeting utilizing teleconferencing without complying with the standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances:

- State or local officials have imposed or recommended measures to promote social distancing.
- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Governor's March 4, 2020 Proclamation of Emergency related to the COVID-19 pandemic is still in effect.

If a meeting is held via teleconference under AB 361, the following requirements apply:

- Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
- The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to "address the legislative body directly." The agency does not have to provide an in-person option for the public to attend the meeting.
- The meeting must be conducted "in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body."
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make "real time" public comment.
- Reasonable time for public comment must be provided. If the agency provides a timed public comment period, the public comment period must be left open until the time expires.

Findings must be made every 30 days to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

The City has already implemented the above stated requirements for conducting public meetings and is in full compliance with AB 361, thus there will be no change of the currently established procedures.

In addition to the ability to attend public meetings in-person, teleconference accessibility via an internet-based service option (via the Zoom Webinars platform) is listed on the published agenda for each meeting. The City monitors attendance via teleconference throughout each public meeting and provides access for public comment opportunities in real time.

**ATTACHMENTS:**

Resolution No. 2022 - \_\_

**RESOLUTION NO. 2022 - \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
**WILDOMAR, CALIFORNIA AUTHORIZING THE**  
**CONTINUING NEED FOR TELECONFERENCING OPTION**  
**FOR CITY COUNCIL, COMMISSION AND COMMITTEE**  
**MEETINGS PURSUANT TO ASSEMBLY BILL 361 AND**  
**MAKING FINDINGS AND DETERMINATIONS REGARDING**  
**THE SAME**

**WHEREAS**, the City of Wildomar is committed to preserving and nurturing public access and participation in meetings of the City Council; and

**WHEREAS**, all meetings of the City Council and the City's boards, commissions and committees ("Legislative Bodies") are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's Legislative Bodies conduct their business; and

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a state of emergency in order to address the COVID-19 pandemic, which currently remains in effect; and

**WHEREAS**, on March 10, 2020, the Board of Supervisors of the County of Riverside proclaimed the existence of a local emergency for all of Riverside County in response to the outbreak of the COVID-19 in California and in Riverside County; and,

**WHEREAS**, on March 11, 2020 the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a National Emergency due to the continued spread and the effects of COVID-19; and

**WHEREAS**, On March 17, 2020, the City Council of the City of Wildomar adopted a Resolution declaring a local state of emergency ("Local Emergency") which now exists in the City of Wildomar due to COVID-19;

**WHEREAS**, on March 17, 2020, to allow local government bodies to safely conduct public meetings during the COVID-19 pandemic as well as to ensure public access to governmental meetings, the Governor of the State of California issued Executive Orders N-25-20 and N-29-20, which streamlined notice requirements for teleconference meetings under the Ralph M. Brown Act; and

**WHEREAS**, on September 16, 2021, the Governor of California signed into law Assembly Bill 361 amending Government Code § 54953 and providing alternative teleconferencing requirements to conduct public meetings during a proclaimed state of emergency; and

**WHEREAS**, COVID-19 continues to threaten the health and lives of Wildomar residents and state and local health officials continue to recommend or require precautions be taken including, but not limited to, masking, limiting prolonged interior exposure to other individuals, limiting the size of gatherings indoors, and, for those with compromised health conditions or those without vaccines, limiting attendance at functions indoors; and

**WHEREAS**, state and local officials continue to recommend social distancing to protect the community's health against the spread of COVID-19; and

**WHEREAS**, the Omicron variant and other variants continue to emerge and are highly transmissible in indoor settings and COVID-19 cases and hospitalization rates in Riverside County are rapidly rising;

**WHEREAS**, the City adopted Resolution No. 2022 - 01 at its January 12, 2022 meeting making the findings required by AB 361 and authorizing City Legislative Body meetings to be held via teleconference; and

**WHEREAS**, pursuant to Government Code § 54953(e)(3), a legislative body that holds a meeting via teleconference pursuant to AB 361 must reconsider the circumstances of the state of emergency and make findings every 30 days to continue to meet via teleconference.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Wildomar does hereby resolve, declare, determine, and order as follows:

SECTION 1. The above recitals are correct and are material to this Resolution and are incorporated into this Resolution as findings of the City Council.

SECTION 2. Riverside County experienced a spike in COVID-19 (inclusive of all known variants) in confirmed cases, the COVID-19 reproductive rate and hospitalizations. The City continues to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention, California Department of Public Health (CDPH), and/or County of Riverside, as applicable. In December 2021, the CDPH ordered that all persons wear a mask in indoor public spaces and workspaces commencing December 15, 2021 through January 15, 2022. In January 2022, the CDPH extended its mask order through February 15, 2022. Based upon these facts and the guidance provided by the above entities, in person attendance indoors at public meetings continues to present a health risk for certain segments of the City's population,



necessitating teleconferencing to allow for meaningful participation options for all City constituents and its elected and appointed officials.

SECTION 3. State and local officials continue to recommend social distancing to protect the community's health against the spread of COVID-19.

SECTION 4. Pursuant to the findings listed in this Resolution, the City Council and the City's Legislative Bodies are authorized to utilize teleconferencing accessibility to conduct public meetings pursuant to AB 361.

SECTION 5. The City's Legislative Bodies are hereby authorized to conduct meetings in a format whereby members of the Legislative Body and members of the public may elect to be present in person, utilizing appropriate safety procedures, or participate by teleconferencing technology. Such meetings of the Legislative Bodies that occur using teleconferencing technology will provide an opportunity for any and all members of the public who wish to address Legislative Bodies to do so, and will otherwise occur in a manner that protects the statutory and constitutional rights of members of the public attending the meeting via teleconferencing. The City's Legislative Bodies have safety measures and technology in place to allow in-person and teleconferenced appearances at meetings, which reduces the risks to health and safety because the number of attendees is reduced.

SECTION 6. Pursuant to the requirements of Government Code Section 54953 (e)(3), the City makes the following findings:

- A) The City has considered the circumstances of the continuing state of emergency;
- B) The state of emergency continues to directly impact the ability of the members and the public to meet safely in person;
- C) State or local officials continue to recommend measures to promote social distancing

SECTION 7. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Legislative Bodies of the City of Wildomar may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953 for another 30 day period.

SECTION 8. Severability: If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed

this Resolution and each and every section, subsection, sentence, clause, or phrase not declare invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

**PASSED, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of February, 2022.

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Ben J. Benoit  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Janet Morales, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #1.7**

**CONSENT CALENDAR**

**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** 2<sup>nd</sup> Reading of Ordinance No. 210 for Change of Zone No. 2021-01

**STAFF REPORT**

**RECOMMENDATION:** The Planning Commission recommends that the City Council adopt an Ordinance entitled:

**ORDINANCE NO. 210**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA APPROVING CHANGE OF ZONE  
NO. 2021-01 (ZONING CONSISTENCY PROGRAM) TO  
CHANGE THE EXISTING ZONING DESIGNATION FOR 254  
PROPERTIES TO MATCH THEIR EXISTING GENERAL PLAN  
LAND USE DESIGNATIONS IN ACCORDANCE WITH  
GOVERNMENT CODE 65860

**DISCUSSION:**

The City Council approved the first reading of Ordinance No. 210 at the January 12, 2022 City Council meeting for Change of Zone No. 2021-01. At this time, it would be appropriate for the City Council to adopt Ordinance No. 210, as amended by City Council at the January 12, 2022 meeting.

Respectfully Submitted,  
Daniel A. York  
City Manager

Reviewed By,  
Thomas D. Jex  
City Attorney

**ATTACHMENT:**

A. City Council Ordinance No. 210

**ORDINANCE NO. 210**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**  
**WILDOMAR, CALIFORNIA APPROVING CHANGE OF**  
**ZONE NO. 2021-01 (ZONING CONSISTENCY PROGRAM)**  
**TO CHANGE THE EXISTING ZONING DESIGNATION FOR**  
**254 PROPERTIES TO MATCH THEIR EXISTING GENERAL**  
**PLAN LAND USE DESIGNATIONS IN ACCORDANCE**  
**WITH GOVERNMENT CODE 65860**

**WHEREAS**, in 2008 the City of Wildomar adopted the Riverside County General upon incorporation and thereby inherited a large number of parcels with inconsistent zoning; and

**WHEREAS**, upon incorporation, the County of Riverside no longer had land use jurisdiction, and because of City fiscal challenges and nearly constant legal challenge, the City of Wildomar was unable to begin the Zoning Consistency Program to resolve the zoning inconsistencies; and

**WHEREAS**, the Planning Department has prepared a Change of Zone No. 2021-01 (Zoning Consistency Program) as part of the City's Zoning Consistency update in accordance with Government Code 65860; and

**WHEREAS**, in 2020, the City of Wildomar was awarded an SB-2 Grant which was used to complete the Zoning Consistency Program to rezone the properties that are inconsistent with General Plan Land Use Map; and

**WHEREAS**, Change of Zone for properties shown in Exhibit 1 to this resolution is necessary to make the subject properties consistent with the existing General Plan land use designation in accordance with State law; and

**WHEREAS**, the change of zone would enable the affected property owners to enjoy the land uses promised by their respective land use designations; and

**WHEREAS**, the Planning Commission held a public hearing on December 1, 2021 for Change of Zone No. 2021-01, and adopted PC Resolution No. 2021-29 recommending City Council approval of Change of Zone No. 2021-01; and

**WHEREAS**, the Planning Department on December 29, 2021 sent individual public hearing notices to each of the 254 affected property owners in accordance with state law notifying them of the January 12, 2022 City Council meeting where the City Council would review and make a decision on the proposed Change of Zone No. 2021-01 (Zoning Consistency Program); and

**WHEREAS**, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the Planning Department, on January 1, 2022, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for January 12, 2022, regarding Change of Zone No. 2021-01; and

**WHEREAS**, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on January 12, 2022, at which time interested persons had an opportunity to testify in support of, or opposition to Change of Zone No. 2021-01, and at which time the City Council received public testimony concerning Change of Zone No. 2021-01.

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

**SECTION 1. CEQA ENVIRONMENTAL DETERMINATION**

The approval of Change of Zone No. 2021-01 is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on January 12, 2022, at a duly noticed public hearing, the City Council adopted an addendum to the 2003 General Plan Project Environmental Impact Report (SCH# 2002051143) in accordance with Section 15164 of the CEQA Guidelines reflecting its independent judgment and analysis and documenting the environmental impacts and mitigation measures related to the proposed Change of Zone No. 2021-01 (Zoning Consistency Program). The documents comprising the City's environmental review for the project are on file and available for public review at Wildomar City Hall, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92545.

**SECTION 2. REQUIRED CHANGE OF ZONE FINDINGS**

In accordance with California Government Code, Section 65860 and Chapter 17.280 of the Wildomar Municipal Code, the following finding is offered for City Council consideration in approving Change of Zone No. 2021-01 (Zoning Consistency Program).

A. The proposed change of zone is consistent with the City of Wildomar General Plan.

Evidence: The proposed change of zone is consistent with the City of Wildomar General Plan in that the proposed project intends to change the existing zoning designation for 254 properties to match the existing General Plan land use designations. Once the changes are approved and implemented, each of the goals and policies in the land use designation will be supported by the new zoning designations.

**SECTION 3. AMENDMENT TO THE ZONING MAP**

The City Council, based on the findings above, hereby adopts said Ordinance approving Change of Zone No. 2021-01 (Zoning Consistency Program) for the 254 properties as illustrated and attached hereto in Exhibit 1 to this Ordinance.

**SECTION 4. EFFECTIVE DATE OF THE ORDINANCE.**

This Ordinance shall take effect and be in full force and operation thirty (30) days after its second reading and adoption.

**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.            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 pasting procedure authorized under Government Code Section 39633(c).

**PASSED, APPROVED AND ADOPTED** this 9th day of February, 2022.

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Ben J. Benoit  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Janet Morales, CMC  
City Clerk

**Exhibit 1**  
**Property List of Rezone Sites**

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
1	366-160-033	0.5	1	A GOMEZ MALDONADO LUIS	R-R	C-1/C-P	CR
2	366-160-042	0.51	1	ADAM BINDER	R-R	C-1/C-P	CR
3	366-021-011	0.4	1	ALICE M. ROMERO	R-R	C-1/C-P	CR
4	366-160-064	0.54	1	ALMA R. BARAJAS	R-R	C-1/C-P	CR
5	366-160-043	0.54	1	ANTONIO RAMIREZ MORALES	R-R	C-1/C-P	CR
6	367-300-025	2.23	2	BARRET W. HILZER	R-R	M-SC	LI
7	366-390-020	0.46	1	BASSAM ALSALEK	R-R	C-P-S	CR
8	367-020-039	4.98	4	BEIGEL MARC SUBTRUST C/U/T BEIGEL ERNIE J LIVING TRUST DATED 08/	R-R	M-SC	LI
9	367-020-040	3.45	4	BEIGEL MARC SUBTRUST C/U/T BEIGEL ERNIE J LIVING TRUST DATED 08/	R-R	M-SC	LI
10	362-250-017	3.75	5	BENECKE SHEILA	R-R	I-P	BP
11	362-250-019	4.15	5	BENECKE SHEILA	R-R	I-P	BP
12	366-210-048	1.5	1	BRANDON ROTELLINI	R-R	C-P-S	CR
13	367-180-040	5.66	2	BRIAN M. JOHNSON	R-R	C-P-S	CR



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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
14	367-100-018	2.05	2	BUNDY CANYON ACRES	R-R	C-P-S	CR
15	366-021-002	0.2	1	CARLOS ALBERTO BELTRAN	R-R	C-1/C-P	CR
16	365-103-023	0.2	1	CARLOS BEJAR	R-R	C-1/C-P	CR
17	368-210-034	0.26	4	CARLOS F. ARROYO	C-P-S	R-R	LDR
18	380-290-018	4.54	5	CAROL L. CLOSE	I-P	R-3	MHDR
19	366-160-041	0.51	1	CAROLINA ALEGRIA OSORNIO	R-R	C-1/C-P	CR
20	366-023-007	0.79	1	CECILIA E. MONTANO	C-1/C- P	R-R	MHDR
21	380-290-012	2.38	5	CHANG LANG LIAO	R-R	M-SC	BP
22	380-290-013	2.28	5	CHANG LANG LIAO	R-R	M-SC	BP
23	367-040-033	0.51	2	CHARLES E. SMITH	R-R	C-P-S	CR
24	367-040-034	0.57	2	CHARLES E. SMITH	R-R	C-P-S	CR
25	367-040-035	0.55	2	CHARLES E. SMITH	R-R	C-P-S	CR
26	367-040-036	0.64	2	CHARLES E. SMITH	R-R	C-P-S	CR

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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
27	380-290-004	4.76	5	CHEN FAMILY TRUST 6/28/07	R-R	R-3	MHDR
28	365-051-026	0.31	1	CITY OF WILDOMAR	R-R	C-1/C-P	CR
29	366-160-047	0.65	1	CLYDE BUSHAW	R-R	C-1/C-P	CR
30	380-270-017	1.2	5	COIL MARSHA K	R-R	R-2	MHDR
31	367-130-019	2.69	2	COREY SHAY	R-R	C-P-S	CR
32	367-210-034	1.07	2	CORNERSTONE COMMUNITY CH OF WILDOMAR	R-R	M-SC	BP
33	367-210-008	7.15	2	CORNERSTONE COMMUNITY CH OF WILDOMAR	R-R	M-SC	BP
34	367-210-035	1.05	2	CORNERSTONE COMMUNITY CH OF WILDOMAR	R-R	M-SC	BP
35	367-210-007	2.48	2	CORNERSTONE COMMUNITY CHURCH OF WILDOMAR	R-R	M-SC	BP
36	367-210-039	0.83	2	CORNERSTONE COMMUNITY CHURCH OF WILDOMAR	R-R	M-SC	BP

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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
37	367-210-040	0.84	2	CORNERSTONE COMMUNITY CHURCH OF WILDOMAR	R-R	M-SC	BP
38	367-210-041	0.85	2	CORNERSTONE COMMUNITY CHURCH OF WILDOMAR	R-R	M-SC	BP
39	367-210-043	3.75	2	CORNERSTONE COMMUNITY CHURCH OF WILDOMAR	R-R	M-SC	BP
40	380-140-009	2.6	5	CT GRAT LM	R-R	C-1/C-P	CR
41	367-020-021	0.55	4	D & P PROP	R-R	C-1/C-P	CR
42	367-300-026	2.4	2	D & P PROP	R-R	M-SC	LI
43	367-300-027	2.38	2	D & P PROP	R-R	M-SC	LI
44	380-290-026	2.75	5	DA FUND 1	R-R	R-3	MHDR
45	366-033-015	1.31	1	DARWISH MR TRUST DTD 8/15/2019	R-R	C-1/C-P	CR
46	376-150-008	0.73	3	DAVID ALLEN LAKS	R-R	C-1/C-P	CR

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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
47	380-140-013	2.8	5	DAVID DONG IK LEE	R-R	C-1/C-P	CR
48	370-060-015	1.14	1	DAVID ELEY	R-R	C-1/C-P	CR
49	376-330-020	2.38	2	DAVID LEE CLARK	R-R	M-SC	BP
50	380-290-025	2.44	5	DAVID S. MORROW	R-R	R-3	MHDR
51	366-150-034	0.13	1	DEBRA LOUISE LEONARD	R-R	C-1/C-P	CR
52	366-150-035	0.49	1	DEBRA LOUISE LEONARD-BARKLEY	R-R	C-1/C-P	CR
53	367-300-001	5.21	2	DG RICKETTS PIPELINE CONTR & EQUIPMENT	R-R	M-SC	LI
54	367-210-012	0.5	2	DINA GHOSHEH	R-R	M-SC	BP
55	366-160-063	0.58	1	EDWARD LEE ORAN	R-R	C-1/C-P	CR
56	368-060-004	1.06	4	ELAINE SIO GOKING	R-R	C-1/C-P	CR
57	368-060-005	1.19	4	ELAINE SIO GOKING	R-R	C-1/C-P	CR
58	365-051-014	0.19	1	ESTHER COLIMA	R-R	C-1/C-P	CR

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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
59	370-090-037	0.05	4	EVMWD	R-R	M-SC	LI
60	362-100-060	0.17	2	FARM MUTUAL WATER CO	R-T	R-5	OS-R
61	362-100-064	15.22	2	FARM MUTUAL WATER CO	R-T	R-5	OS-R
62	362-100-066	0.22	2	FARM MUTUAL WATER CO	R-T	R-5	OS-R
63	362-140-047	4.67	2	FARM MUTUAL WATER CO	R-T	R-5	OS-R
64	362-201-020	0.14	2	FARM MUTUAL WATER CO	R-T	R-5	OS-R
65	362-100-065	1.31	2	FARM PROP HOMEOWNERS ASSN	R-T	R-5	OS-R
66	362-491-013	1.96	2	FARM PROP HOMEOWNERS ASSN	R-T	R-5	OS-R
67	362-100-062	14.87	2	FARM PROP OWNERS ASSN	R-T	R-5	OS-R
68	362-140-017	1.27	2	FARM PROP OWNERS ASSN	R-T	R-5	OS-R
69	362-221-018	2.97	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R

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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
70	362-100-058	5.14	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
71	362-100-059	3.7	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
72	362-140-020	12.02	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
73	362-140-045	66.65	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
74	362-201-017	1.82	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
75	362-201-019	1.02	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
76	362-212-019	1.1	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
77	362-301-017	23.95	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
78	362-302-011	20.71	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
79	362-311-025	1.86	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
80	362-311-026	0.98	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R
81	362-321-028	3.55	2	FARM PROPERTY OWNERS ASSN	R-T	R-5	OS-R

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82	366-390-018	0.63	1	FELIPE MORALES	R-R	C-P-S	CR
83	366-130-021	0.73	1	FERREE WILLIAM P	R-R	C-1/C-P	CR
84	367-210-037	2.11	2	FRANK ROBERTS	R-R	M-SC	BP
85	368-030-025	0.89	4	FRAZEE & FRAZEE	R-R	C-1/C-P	CR
86	366-150-004	1.91	1	GABRIEL AVILA	R-R	C-1/C-P	CR
87	370-060-019	1.87	1	GARY A. MAXWELL	R-R	M-SC	LI
88	367-020-030	0.55	4	GARY COREY	R-R	C-1/C-P	CR
89	367-020-026	0.55	4	GARY L. COLLISTER	R-R	C-1/C-P	CR
90	366-390-028	0.66	1	GEORGE CRUME	R-R	C-P-S	CR
91	380-110-003	2.4	3	GEORGE MARKOU	R-R	C-P-S	CR
92	380-290-005	2.51	5	GEORGES ZEITOUNE	R-R	R-3	MHDR
93	367-130-042	3.09	2	GIANT INLAND EMPIRE RV CENTER INC	R-R	C-P-S	CR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
94	366-024-016	0.23	1	GILMAR E. BAUTISTA	C-1/C- P	R-R	MHDR
95	376-330-022	5.58	2	GLORIA EVANGELINE CARROLL	R-R	M-SC	BP
96	367-020-017	1.44	4	GODDARD FAMILY TRUST DATED 07/16/2020	R-R	C-1/C-P	CR
97	367-020-037	1.04	4	GREGORY K. SMITH	R-R	M-SC	LI
98	368-210-033	0.25	4	GUILLERMO ARROYO	C-P-S	R-R	LDR
99	367-040-030	2.33	2	HENDERSON JANET C FAMILY TRUST DATED 4/4/2005	R-R	C-P-S	CR
100	366-160-040	1.85	1	HERWOOD BUILDING SUPPLIES	R-R	C-1/C-P	CR
101	366-140-012	0.17	1	HOA BENSON	R-R	C-1/C-P	CR
102	362-250-015	2.27	5	HOWARD L. KANER	R-R	I-P	BP
103	380-140-004	2.26	5	IRA SERVICES TRUST COMPANY CFBO BRENDA DIANNE JENKINS	R-R	C-1/C-P	CR
104	376-330-014	2.99	2	JACQUELINE P. HUEDA	R-R	M-SC	BP



### **Zoning Consistency Program – Property List of Rezone Sites**

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105	366-160-039	1.89	1	JAMES A. MARSHALL	R-R	C-1/C-P	CR
106	380-140-010	3.29	5	JAMES DANG	R-R	C-1/C-P	CR
107	366-033-028	1.5	1	JAMES MICHAEL PAYNE	R-R	C-1/C-P	CR
108	370-400-005	0.59	4	JANE R. SHEETS	C-1/C- P	R-3	MHDR
109	370-400-006	0.61	4	JANE R. SHEETS	C-1/C- P	R-3	MHDR
110	370-400-008	0.6	4	JANE R. SHEETS	C-1/C- P	R-3	MHDR
111	376-320-004	2.54	2	JASON GONZALES	R-R	M-SC	BP
112	380-290-010	1.05	5	JEFFREY MCCLAIN	R-R	M-SC	BP
113	366-160-009	0.91	1	JEREMY V. MYERS	R-R	C-1/C-P	CR
114	376-320-005	2.5	2	JESUS V. SALCEDO	R-R	M-SC	BP
115	376-320-006	2.5	2	JESUS V. SALCEDO	R-R	M-SC	BP
116	366-160-005	0.89	1	JOHN CANCEL	R-R	C-1/C-P	CR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
117	380-290-014	2.26	5	JOHN JEFFERSON CARTER	R-R	R-3	MHDR
118	367-020-014	0.55	4	JOHN ZEPEDA	R-R	C-1/C-P	CR
119	366-390-022	0.46	1	JORGE GARCIA	R-R	C-P-S	CR
120	367-020-024	0.55	4	JOSE ARAUZA	R-R	C-1/C-P	CR
121	366-390-021	0.45	1	JOSE G. CENTENO CANELO	R-R	C-P-S	CR
122	366-290-007	0.14	1	JOSEPH FOLEY	R-R	C-P-S	CR
123	366-290-008	6.03	1	JOSEPH FOLEY	R-R	C-P-S	CR
124	380-290-015	2.48	5	JUAN CARLOS CARDENAS	R-R	R-3	MHDR
125	365-103-022	0.18	1	JUVENTINO O. BEDOLLA	R-R	C-1/C-P	CR
126	366-160-035	0.5	1	KATHLEEN PIERCE WESSELS	R-R	C-1/C-P	CR
127	380-140-005	1.7	5	KENNETH MATSUDA	R-R	C-1/C-P	CR
128	380-290-006	2.25	5	KIMBERLY YEN HOANG	R-R	R-3	MHDR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
129	367-180-044	1.44	2	KOLSY USA INC	R-R	C-P-S	CR
130	370-060-018	4.64	1	LAKE ELSINORE AIRPORT	R-R	M-SC	LI
131	366-160-034	0.51	1	LANGE PETER R ESTATE OF	R-R	C-1/C-P	CR
132	370-340-001	3.62	4	LARRY AGUILAR	C-1/C- P	M-SC	LI
133	367-210-038	1.95	2	LAURIE LEE WILLIAMSON	R-R	M-SC	BP
134	362-250-013	2	5	LESLIE L. BRILEY	R-R	I-P	BP
135	380-270-014	1.66	5	LIONS LAIR ENTERPRISES	R-R	C-P-S	CR
136	380-220-001	8.62	5	LIONS LAIR ENTERPRISES INC	R-R	C-P-S	CR
137	380-230-002	21.6	5	LIONS LAIR ENTERPRISES INC	R-R	C-P-S	CR
138	380-230-003	29.8	5	LIONS LAIR ENTERPRISES INC	R-R	C-P-S	CR
139	380-230-004	29.36	5	LIONS LAIR ENTERPRISES INC	R-R	C-P-S	CR
140	380-270-003	5.02	5	LIONS LAIR ENTERPRISES INC	R-R	C-P-S	CR

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Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
141	367-020-015	1.1	4	LUIS M. SALCEDO	R-R	C-1/C-P	CR
142	366-160-052	0.7	1	LUPE VILLA	R-R	C-1/C-P	CR
143	366-021-001	0.33	1	MARIO F. ZAVALA	R-R	C-1/C-P	CR
144	365-103-024	0.19	1	MARIO VELA	R-R	C-1/C-P	CR
145	380-270-004	4.64	5	MARK SMITH	R-R	C-1/C-P	CR
146	367-020-028	0.55	4	MARSHALL FLECK	R-R	C-1/C-P	CR
147	376-330-021	4.55	2	MAS PROP MANAGEMENT	R-R	M-SC	BP
148	376-330-009	1.41	2	MAS PROPERTY MANAGEMENT	R-R	M-SC	BP
149	376-330-018	3.16	2	MATHEW KRONQUIST	R-R	M-SC	BP
150	380-280-005	2.24	5	MATIENZO FAMILY REVOCABLE TRUST DATED 01/13/1990 & AMENDED ON 04	R-4	M-SC	LI
151	380-250-005	4.63	5	MAX LIN	R-R	I-P	BP

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
152	376-150-011	0.62	3	MCCANNA DELORES DARLENE ESTATE OF	R-R	C-1/C-P	CR
153	376-320-001	32.81	2	MICHAEL G. SMITH	R-R	C-P-S	CR
154	376-320-002	4.92	2	MICHAEL G. SMITH	R-R	M-SC	BP
155	376-330-004	0.44	2	MICHAEL G. SMITH	R-R	M-SC	BP
156	376-330-005	7.07	2	MICHAEL G. SMITH	R-R	M-SC	BP
157	376-150-005	0.5	3	MICHAEL GERJI-RIHAN	R-R	C-1/C-P	CR
158	376-330-006	2.59	2	MICHAEL GREGORY SMITH	R-R	M-SC	BP
159	366-130-005	0.25	1	MICHEAL J. HUGHES	R-R	C-1/C-P	CR
160	366-130-023	0.42	1	MICHEAL J. HUGHES	R-R	C-1/C-P	CR
161	370-060-046	0.41	1	MIGUEL ESPINOZA	R-R	M-SC	LI
162	367-020-042	1.35	4	MILTON P. SECORD	R-R	M-SC	LI
163	368-030-055	4.39	4	MISSION HILLS	R-1-15000	R-R	LDR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
164	368-030-056	7.12	4	MISSION HILLS	R-1-15000	R-R	LDR
165	376-320-003	5.15	2	MITCHELL FORTIE	R-R	M-SC	BP
166	376-150-001	1.44	3	MONTRASIER SCHUYLER	R-R	C-1/C-P	CR
167	380-270-016	0.79	5	MURRIETA COUNTY WATER DIST	R-R	R-2	MHDR
168	366-023-006	0.23	1	NAPOLEON CHAGOLLA	C-1/C- P	R-R	MHDR
169	370-400-007	0.59	4	NIDIA L. SHEETS	C-1/C- P	R-3	MHDR
170	370-090-038	4.64	4	NINA TRAN	C-1/C- P	M-SC	LI
171	366-390-029	0.61	1	NOE RAMIREZ ESPINOZA	R-R	C-P-S	CR
172	365-103-025	0.19	1	NORMAN M. COOK	R-R	C-1/C-P	CR
173	367-210-005	1.55	2	OFELIA USTARIZ	R-R	M-SC	BP
174	367-210-006	0.36	2	OFELIA USTARIZ	R-R	M-SC	BP
175	380-270-001	4.94	5	OXMAN FAMILY TRUST	R-R	C-P-S	CR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
176	380-270-002	4.96	5	OXMAN FAMILY TRUST	R-R	C-P-S	CR
177	380-270-005	4.11	5	OXMAN FAMILY TRUST	R-R	C-P-S	CR
178	380-270-006	4.62	5	OXMAN FAMILY TRUST	R-R	C-P-S	CR
179	380-270-007	4.73	5	OXMAN FAMILY TRUST	R-R	C-P-S	CR
180	366-160-045	0.61	1	PACIFICO REYNO	R-R	C-P-S	CR
181	366-390-023	0.45	1	PARKER HY LIN	R-R	C-P-S	CR
182	380-250-004	4.74	5	PLATINUM	R-R	I-P	BP
183	366-160-053	0.52	1	RAFAEL SANDOVAL	R-R	C-1/C-P	CR
184	367-300-002	3.4	2	RAJ KUMAR	M-SC	C-P-S	CR
185	376-330-011	2.09	2	RALPH M. PICI	R-R	M-SC	BP
186	366-390-019	0.59	1	RAUL ESQUIVEL GONZALEZ	R-R	C-P-S	CR
187	380-290-011	1.07	5	REAL WORK PROP	R-R	M-SC	BP

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
188	366-033-023	0.44	1	RICARDO MADRIGAL	R-R	C-1/C-P	CR
189	366-160-044	0.68	1	RICARDO P. SAMANO	R-R	C-1/C-P	CR
190	367-210-011	0.51	2	RICKERL FAMILY TRUST	R-R	M-SC	BP
191	367-020-029	0.55	4	RIEM LAURETTA M ESTATE	R-R	C-1/C-P	CR
192	376-160-022	0.1	3	RIVERSIDE COUNTY FLOOD CONT	R-R	R-3	VHDR
193	380-150-016	0.51	5	RIVERSIDE COUNTY FLOOD CONT	R-R	C-1/C-P	CR
194	362-250-021	2.57	5	ROBERT C BENECKE CO INC	R-R	M-SC	BP
195	362-250-022	2.46	5	ROBERT C BENECKE CO INC	R-R	M-SC	BP
196	362-250-023	2.11	5	ROBERT C BENECKE CO INC	R-R	M-SC	BP
197	362-250-024	3.08	5	ROBERT C BENECKE CO INC	R-R	M-SC	BP
198	376-330-007	2.37	2	ROBERT DAVID LYSIAK	R-R	M-SC	BP
199	380-270-008	4.68	5	ROBERT E. GLASSER	R-R	C-1/C-P	CR



### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
200	380-270-010	2.38	5	ROBERT E. GLASSER	R-R	C-P-S	CR
201	366-150-003	2.04	1	ROBERT M. HARDING	R-R	C-1/C-P	CR
202	366-140-013	0.88	1	ROBERT N. CHADE	R-R	C-1/C-P	CR
203	376-330-012	2.95	2	ROBERT V. CERVANTES	R-R	M-SC	BP
204	366-160-036	0.57	1	ROBIN PATINO	R-R	C-1/C-P	CR
205	366-033-022	0.56	1	RODOLFO ROSALES	R-R	C-1/C-P	CR
206	367-210-010	0.6	2	RONALD L. HAIGH	R-R	M-SC	BP
207	380-140-008	2.23	5	RYAN IDA 2003 TRUST DTD 4/28/2003	R-R	C-1/C-P	CR
208	380-210-006	4.79	5	S&C OIL INC	M-SC	R-R	MDR
209	366-210-046	0.74	1	SALVADOR L. PEREZ	R-R	C-P-S	CR
210	376-330-010	1.4	2	SAMAN A. MANNEH	R-R	M-SC	BP
211	376-330-013	2.34	2	SAMAN A. MANNEH	R-R	M-SC	BP

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
212	376-330-019	2.34	2	SAMAN A. MANNEH	R-R	M-SC	BP
213	376-330-008	2.41	2	SAMAN ABU MANNEH	R-R	M-SC	BP
214	380-290-027	0.79	5	SAMAR G. HOUSEIN	R-R	R-3	MHDR
215	368-200-014	1.26	3	SARA RAMIREZ MERCADO	C-1/C- P	R-R	VLDR
216	376-150-010	0.69	3	SAUL AYALA	R-R	C-1/C-P	CR
217	376-150-013	0.61	3	SAUL AYALA	R-R	C-1/C-P	CR
218	380-210-014	16.14	5	SE CALIF ASSN OF 7TH DAY ADVENTISTS	M-SC	R-R	MDR
219	362-250-018	4.07	5	SHEILA BENECKE	R-R	I-P	BP
220	380-290-002	4.26	5	SHIBA YAMAMOTO & PARTNERS	R-3	M-SC	BP
221	380-280-003	2.25	5	SIMEON H. GONZALEZ	R-R	R-3	MHDR
222	370-060-032	2.26	1	SOUTHERN CALIFORNIA EDISON	R-R	M-SC	LI
223	362-240-035	5.16	5	STEPHEN E. MACIE	R-R	M-SC	BP

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
224	380-290-016	1.98	5	STEVE MORICO	R-R	R-3	MHDR
225	380-290-017	2.59	5	STEVE MORICO	R-R	R-3	MHDR
226	380-290-009	1.11	5	STEVE NAUERT	R-R	M-SC	BP
227	367-020-041	0.79	4	STEVEN NGUYEN	R-R	M-SC	LI
228	380-150-020	1.12	5	STEVEN WILLIAMS	R-R	C-1/C-P	CR
229	366-210-047	0.87	1	SUSAN FOTHERGILL	R-R	C-P-S	CR
230	380-130-010	1.06	3	TARI REA BRODERICK	C-P-S	R-R	LDR
231	380-130-011	1.79	3	TARI REA BRODERICK	C-P-S	R-R	LDR
232	380-270-015	1.88	5	TEMECULA VALLEY NEIGHBORHOOD CH NAZARENE	R-R	R-2	MHDR
233	380-270-011	2.41	5	THOMAS R. SALTARELLI	R-R	C-P-S	CR
234	380-270-012	2.36	5	THOMAS R. SALTARELLI	R-R	C-P-S	CR
235	366-210-038	2.17	1	THOR IVAN MILLER & JOAN ROSE THOR REVOCABLE TRUST U/A	R-R	C-1/C-P	CR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
236	380-270-009	2.32	5	TIOGA PASS PROP	R-R	C-P-S	CR
237	380-250-009	3.01	5	UNIVERSAL HEALTH REALTY INCOME TRUST	C-P-S	I-P	LI
238	380-280-006	3.43	5	VELUR HOLDINGS	R-4	M-SC	LI
239	380-280-007	3.05	5	VELUR HOLDINGS	R-4	M-SC	LI
240	367-020-027	0.55	4	VERNELE GREEN	R-R	C-1/C-P	CR
241	366-160-015	0.29	1	VIC H. GONZALEZ	R-R	C-1/C-P	CR
242	380-280-019	2.02	5	VICTORIA PAIGE LARAMORE	R-R	R-3	MHDR
243	370-060-048	3.76	1	WHITESTONE PROP INC	R-R	M-SC	LI
244	370-090-039	3.73	4	WHITESTONE PROP INC	C-1/C- P	M-SC	LI
245	380-260-012	0.62	5	WILDOMAR INDUSTRIAL PARK	R-R	C-P-S	CR
246	366-130-038	0.43	1	WILDOMAR VALLEY WOOD PRODUCTS INC	R-R	C-1/C-P	CR

### **Zoning Consistency Program – Property List of Rezone Sites**

Parcel Numbers	APN	Property Size (Acres)	City Council District	Property Owner(s)	Existing Zoning	Proposed Zoning	Existing GP LU
247	366-210-002	1.13	1	WILLIAM CARL ZAMBONI	R-R	C-P-S	CR
248	367-020-020	0.55	4	WILLIAM E. GOLDSTEIN	R-R	C-1/C-P	CR
249	367-020-023	0.55	4	WILLIAM E. GOLDSTEIN	R-R	C-1/C-P	CR
250	380-280-001	2.06	5	WILLIAM H. HUGHES	R-R	R-3	MHDR
251	376-320-007	2.34	2	WILLIAM LYMON	R-R	M-SC	BP
252	365-103-021	0.19	1	YARITZA ENCISO CASTILLO	R-R	C-1/C-P	CR
253	366-390-030	2.13	1	YOKO REED	R-R	C-P-S	CR
254	380-280-002	4.27	5	ZAKLINA PETKOVSKI	R-R	R-3	MHDR

*End*

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #1.8**

**CONSENT CALENDAR**

**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** 2<sup>nd</sup> Reading of Ordinance No. 211 for ZOA No. 2021-04

**STAFF REPORT**

**RECOMMENDATION:** The Planning Commission recommends that the City Council adopt an Ordinance entitled:

**ORDINANCE NO. 211**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-04 TO MODIFY SECTION 17.36 (MULTIPLE FAMILY DWELLING ZONE), 17.44 (GENERAL RESIDENTIAL ZONE) AND 17.68 (RESIDENTIAL INCENTIVE ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATED TO MULTI-FAMILY DEVELOPMENT STANDARDS

**DISCUSSION:**

The City Council approved the first reading of Ordinance No. 211 at the January 12, 2022 City Council meeting for Zoning Ordinance Amendment No. 2021-04. At this time, it would be appropriate for the City Council to adopt Ordinance No. 211.

Respectfully Submitted,  
Daniel A. York  
City Manager

Reviewed By,  
Thomas D. Jex  
City Attorney

**ATTACHMENT:**

A. Ordinance No. 211

# **ATTACHMENT A**

**Ordinance No. 211**

## **ORDINANCE NO. 211**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-04 TO MODIFY SECTION 17.36 (MULTIPLE FAMILY DWELLING ZONE), 17.44 (GENERAL RESIDENTIAL ZONE) AND 17.68 (RESIDENTIAL INCENTIVE ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATED TO MULTI-FAMILY DEVELOPMENT STANDARDS.**

**WHEREAS**, in accordance with Chapter 17.280 of the Wildomar Municipal Code and California Government Code, Section 65800, et seq., the City Council has the authority to take action on the proposed Zoning Ordinance Amendment No. 2021-04; and

**WHEREAS**, the Planning Commission held a public hearing on December 1, 2021 for Zoning Ordinance Amendment No. 2021-04, and adopted PC Resolution No. 2021-30 recommending City Council approval of Zoning Ordinance Amendment No. 2021-04; and

**WHEREAS**, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the Planning Department, on January 1, 2022, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for January 12, 2022 regarding Zoning Ordinance Amendment No. 2021-04; and

**WHEREAS**, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on January 1, 2022, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 2021-04, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 2021-04.

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

### **SECTION 1: ENVIRONMENTAL DETERMINATION.**

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 2021-04. Based on this review, the Planning Department has determined that the adoption of the proposed amendment (which provides for only text changes) has no potential to impact the environment. The proposed amendments do not change the permissible density of housing that may be built on a site; they pertain to the



placement of the units on a site. Therefore, Zoning Ordinance Amendment No. 2021-04 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Given this, the City Council hereby determines that Zoning Ordinance Amendment No. 2021-04 has no potential to negatively impact the environment and adopts the general rule exemption as stated above.

## **SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.**

In accordance with Chapter 17.280 of the Wildomar Municipal Code, the City Council, upon recommendation from the Planning Commission, hereby makes the following findings approving Zoning Ordinance Amendment No. 2021-04.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

Evidence: The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will establish updated development standards for the City's multifamily residential zones while maintaining quality development opportunities in these zones, and continue to further important housing opportunities for all income segments of the community. In addition, the updated development standards outlined in the amendment will not result in a reduction or create any impediments in the development intensity of the existing multifamily zones, thereby, maintaining compliance with the requirements of SB 330. The amendment is also consistent with the Zoning Ordinance in that the City is allowed to amend its development standards from time to time to address changes in the marketplace and to keep up with current multifamily development trends.

## **SECTION 3. AMENDMENT TO THE MUNICIPAL CODE**

Section 17.36.010.E.1 (Multiple Family Dwelling Zone) is hereby amended to read as follows:

1. Two-family dwellings, multiple-family dwellings, bungalow courts and apartment houses subject to the development standards outlined in Section 17.36.120 below.

## **SECTION 4. AMENDMENT TO THE MUNICIPAL CODE**

Section 17.36 (Multiple Family Dwelling Zone) is hereby amended to add a new subsection (17.36.120) to read as follows:

### **17.36.120 - Multi-Family Development Standards**

- A. Development Objective. The development objective of this section is to facilitate multi-family residential housing opportunities in the R-2 zone that exhibit consistency with these standards, the city's multi-family objective design standards and

guidelines and compliance with housing element goals that promote multi-family housing for all residents of Wildomar.

- B. Development Standards. The following development standards are applicable to multi-family housing in the R-2 zone. To the extent that any of these standards conflict with the development standards in Section 17.36.020 through 17.36.110, the standards in this section shall prevail.
1. Minimum Lot Size. The minimum lot size shall be 7,200 square feet with a minimum width of 60 feet and a minimum depth of 120 feet.
  2. Maximum Building Height. All buildings and structures shall not exceed 40 feet in height unless a height variance is approved in accordance with Section 17.196 of the WMC.
  3. Minimum Building Setbacks. The minimum building setbacks shall be as follows:
    - a. Street Yard Setback. All buildings and structures adjacent to a public or private street shall have a minimum setback of 20 feet for the first story, and 25 feet for two-stories and above. The first 10 feet of this setback must be landscaped.
    - b. Side and Rear Yard Setback (not facing a street). All buildings and structures shall have a minimum setback of 15 feet. If a building or structure is adjacent to a single family residential zone, the minimum setback shall be 20 feet.
  4. Lot Coverage. The maximum lot coverage for all buildings and structures shall not exceed 50% of the net lot area.
  5. Distance between buildings. All buildings or structures shall maintain a 15-foot distance between another building or structure on the same lot.
  6. Off-Street Parking. Multi-family uses in the R-2 zone (such as apartments, townhomes, condominiums, etc.) shall comply with the parking requirements outlined in Section 17.188 of the Wildomar Municipal Code. On-street parking shall not count towards meeting this requirement.
- C. Modifications. For any property that was zoned R-2 as of the effective date of the ordinance adding this paragraph, a modification to one or more of the development standards in this section may be requested. The applicant must show that the requested modification is necessary to be able to build the proposed development on the site at the proposed density. However, under no circumstances shall a modification be granted that reduces the applicable development standard to below what was in place prior to the effective date of the ordinance adding this paragraph.

A request for a modification of a development standard for a project shall be approved by the person or body that has the approval authority for the project permits and approvals.

## **SECTION 5.            AMENDMENT TO THE MUNICIPAL CODE**

Section 17.44.020.A-G (R-3 General Residential Zone) of the Wildomar Municipal Code is hereby amended in its entirety to read as follows:

### **17.44.020 – Development Standards**

- A.    Development Objective. The development objective of this section is to facilitate multi-family residential housing opportunities in the R-3 zone that exhibit consistency with these standards, the city's multi-family objective design standards and guidelines and compliance with housing element goals that promote multi-family housing for all residents of Wildomar.
- B.    Development Standards. The following development standards are applicable to multi-family housing in the R-3 zone.
  - 1.    Minimum Lot Size. The minimum lot size shall be 7,200 square feet with a minimum width of 60 feet and a minimum depth of 120 feet.
  - 2.    Street Setback. All buildings and structures adjacent to a public or private street shall have a minimum setback of 20 feet for the first story, and 25 feet for two-stories and above. The first 10 feet of this setback must be landscaped.
  - 3.    Side and Rear Yard Setback (not facing a street). All buildings and structures shall have a minimum setback of 15 feet. If a building or structure is adjacent to a single family residential zone, the minimum setback shall be 20 feet.
  - 4.    Lot Coverage. The maximum lot coverage for all buildings and structures shall not exceed 50% of the net lot area.
  - 5.    The maximum ratio of floor area to lot area shall not be greater than two to one, not including basement floor area.
  - 6.    Maximum Building Height. All buildings and structures shall not exceed 50 feet in height unless a height variance is approved in accordance with Section 17.196 of the WMC.
  - 7.    Off-Street Parking. Multi-family uses in the R-3 zone (such as apartments, townhomes, condominiums, etc.) shall comply with the parking requirements outlined in Section 17.188 of the Wildomar Municipal Code. On-street parking shall not count towards meeting this requirement.

8. Distance between buildings. All buildings or structures shall maintain a 15-foot distance between another building or structure on the same lot.
- C. For any property that was zoned R-3 as of the effective date of the ordinance adding this paragraph, a modification to one or more of the development standards in this section may be requested. The applicant must show that the requested modification is necessary to be able to build the proposed development on the site at the proposed density. However, under no circumstances shall a modification be granted that reduces the applicable development standard to below what was in place prior to the effective date of the ordinance adding this paragraph. A request for a modification of a development standard for a project shall be approved by the person or body that has the approval authority for the project permits and approvals.

## **SECTION 6.            AMENDMENT TO THE MUNICIPAL CODE**

Section 17.68 (R-6 Residential Incentive Zone) of the Wildomar Municipal Code is hereby amended to add a new subsection (17.68.045) to read as follows:

### **17.68.045 Development Standards for Multi-Family Uses**

- A. Development Objective. The development objective of this section is to facilitate multi-family residential housing opportunities in the R-6 zone that exhibit consistency with these standards, the city's multi-family objective design standards and guidelines and compliance with housing element goals that promote multi-family housing for all residents of Wildomar.
- B. Development Standards. The following development standards are applicable to multi-family housing in the R-6 zone. To the extent that any of these standards conflict with the development standards in Section 17.68.040, the standards in this section shall prevail.
  1. Minimum Lot Size. The minimum lot size shall be 7,200 square feet with a minimum width of 60 feet and a minimum depth of 120 feet.
  2. Street Yard Setback. All buildings and structures adjacent to a public or private street shall have a minimum setback of 20 feet for the first story, and 25 feet for two-stories and above. The first 10 feet of this setback must be landscaped.
  3. Side and Rear Yard Setback (not facing a street). All buildings and structures shall have a minimum setback of 15 feet. If a building or structure is adjacent to a single family residential zone, the minimum setback shall be 20 feet.
  4. Lot Coverage. The maximum lot coverage for all buildings and structures shall not exceed 50% of the net lot area.
  5. The maximum ratio of floor area to lot area shall not be greater than two to one, not including basement floor area.

6. Maximum Building Height. All buildings and structures shall not exceed 50 feet in height unless a height variance is approved in accordance with Section 17.196 of the WMC.
  7. Off-Street Parking. Multi-family uses in the R-6 zone (such as apartments, townhomes, condominiums, etc.) shall comply with the parking requirements outlined in Section 17.188 of the Wildomar Municipal Code. On-street parking shall not count towards meeting this requirement.
  8. Distance between buildings. No one-story building shall be closer than 10 feet to any other one-story building on the same lot, and no two-story building shall be closer than 15 feet to any other building on the same lot.
- C. For any property that was zoned R-6 as of the effective date of the ordinance adding this paragraph, a modification to one or more of the development standards in this section may be requested. The applicant must show that the requested modification is necessary to be able to build the proposed development on the site at the proposed density. However, under no circumstances shall a modification be granted that reduces the applicable development standard to below what was in place prior to the effective date of the ordinance adding this paragraph. A request for a modification of a development standard for a project shall be approved by the person or body that has the approval authority for the project permits and approvals.

#### **SECTION 7. SEVERABILITY**

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

#### **SECTION 8. EFFECTIVE DATE.**

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

#### **SECTION 9. CITY CLERK ACTION**

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

**PASSED, APPROVED AND ADOPTED** this 9th day of February, 2022

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Ben J. Benoit  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Thomas D. Jex  
City Attorney

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Janet Morales, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #1.9**

**CONSENT CALENDAR**

**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** 2<sup>nd</sup> Reading of Ordinance No. 212 for ZOA No. 2021-05

**STAFF REPORT**

**RECOMMENDATION:** The Planning Commission recommends that the City Council adopt an Ordinance entitled:

**ORDINANCE NO. 212**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTION OF AN EXEMPTION IN ACCORDANCE WITH SECTIONS 15061(B)(3) AND 15308 OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-05 TO MODIFY CHAPTER 17.276 (WATER EFFICIENT LANDSCAPES) OF THE WILDOMAR MUNICIPAL CODE ESTABLISHING A NEW SUBSECTION TO ADDRESS SB 1383 STATE REQUIREMENTS

**DISCUSSION:**

The City Council approved the first reading of Ordinance No. 212 at the January 12, 2022 City Council meeting for Zoning Ordinance Amendment No. 2021-05. At this time, it would be appropriate for the City Council to adopt Ordinance No. 212.

Respectfully Submitted,  
Daniel A. York  
City Manager

Reviewed By,  
Thomas D. Jex  
City Attorney

**ATTACHMENT:**

A. Ordinance No. 212

# **ATTACHMENT A**

**Ordinance No. 212**



## **ORDINANCE NO. 212**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTION OF AN EXEMPTION IN ACCORDANCE WITH SECTIONS 15061(B)(3) AND 15308 OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-05 TO MODIFY CHAPTER 17.276 (WATER EFFICIENT LANDSCAPES) OF THE WILDOMAR MUNICIPAL CODE ESTABLISHING A NEW SUBSECTION TO ADDRESS SB 1383 STATE REQUIREMENTS**

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations.

**WHEREAS**, among the relevant SB 1383 Regulations, Section 18989.2 (14 CRR § 18989.2), which provides that a jurisdiction must adopt an ordinance or other enforceable requirement to comply with the mulch and composting provisions of the State's Model Water Efficient Landscape Ordinance.

**WHEREAS**, the Planning Commission held a public hearing on December 1, 2021 for Zoning Ordinance Amendment No. 2021-05, and adopted PC Resolution No. 2021-31 recommending City Council approval of Zoning Ordinance Amendment No. 2021-05; and

**WHEREAS**, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the Planning Department, on January 1, 2022, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for January 12, 2022, regarding Zoning Ordinance Amendment No. 2021-05; and

**WHEREAS**, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on January 12, 2022, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 2021-05, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 2021-05.

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

#### **SECTION 1: ENVIRONMENTAL DETERMINATION.**

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), the City Council exercises its independent judgment and finds that Zoning Ordinance Amendment No. 2021-05 has no

potential to impact the environment. Therefore, Zoning Ordinance Amendment No. 2021-05 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3) and 15308, which states that the water efficient landscape regulations, as provided for in the proposed ordinance, will not have a significant effect on the environment and that the new requirements, which represent actions by the City for the protection of the environment. CEQA applies only to projects that have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Given this factor, Zoning Ordinance Amendment No. 2021-05 meets the criteria for a General Rule as stated above.

## **SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.**

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, hereby makes the following finding for approval of Zoning Ordinance Amendment No. 2021-05.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

Evidence: The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will improve upon the city's existing water efficient landscape regulations in accordance with SB 1383.

## **SECTION 3. AMENDMENT TO THE MUNICIPAL CODE**

Section 17.276.045 of the Wildomar Municipal Code is hereby added to Chapter 17.276 (Water-Efficient Landscapes) to read as follows:

### **17.276.045 Landscape Design Plan**

As applicable, all persons and/or entities subject to the State Model Water Efficient Landscape Ordinance (23 CCR, Division 2, Chapter 2.7) shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G), of the State Model Water Efficient Landscape Ordinance, as amended September 15, 2015, and as it may be amended in the future."

## **SECTION 4. SEVERABILITY**

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

## **SECTION 5. EFFECTIVE DATE.**

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

**SECTION 6.            CITY CLERK ACTION**

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

**PASSED, APPROVED AND ADOPTED** this 9th day of February, 2022

\_\_\_\_\_  
Ben J. Benoit  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Janet Morales, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.10**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Robert Howell, Administrative Services Director

**SUBJECT:** COVID-19 Prevention Program Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the updates to the COVID-19 Prevention Policy.

**DISCUSSION:**

On May 13, 2020, the City Council adopted Resolution 2020-30, ratifying the Administrative Policy titled (COVID-19) Coronavirus Guidance Policy and related forms. At the November 11, 2020 City Council meeting updated documents regarding guidance and the staff self-certifications when experiencing symptoms or following quarantining were adopted. At the March 10, 2021 City Council meeting further updated the guidance documents and self-certification forms and adopted the COVID-19 Prevention Policy. At the July 14, 2021 City Council meeting provisions for the Prevention Policy were added for unvaccinated employees.

CalOSHA updated its COVID-19 Prevention Emergency Temporary Standards on December 16, 2021, with an effective date of January 14, 2022. Based on those updates our Risk Insurance Agency, the California Intergovernmental Risk Authority (CIRA – formally PARSAC) updated their template on the COVID-19 Prevention Policy.

Staff has reviewed the COVID-19 Prevention Policy with the City Attorney and updated the following to remain in compliance with the updated CalOSHA workplace safety regulations:

- COVID-19 testing definition
- “Face-Covering” Definition
- “Full Vaccinated” Definition
- “Worksite” Definition
- Clarification on who is to be informed of a potential close contact
- Additional language in the Exclusion of COVID-19 Cases Section
- Additional language and provisions in the Right-to-Work Criteria Section
- Updated Appendix A showing Current CDPH Guidance as of 1/14/2022

**FISCAL IMPACT**

There is no fiscal impact with the proposed policy update.

Submitted by:  
Robert Howell  
Administrative Services Director

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

COVID-19 Prevention Program

# COVID-19 Prevention Program

Revised 01/10/2022

## **PURPOSE:**

The purpose of the City's COVID-19 Prevention Program ("CPP") is control exposures to the SARS-CoV-2 virus that may occur at City worksites.

## **AUTHORITY AND RESPONSIBILITY**

This CPP applies to all employees except for employees who do not have contact with other persons, employees who are teleworking, or who are covered under the City's Aerosol Transmissible Disease (ATD) program.

**The City Manager** has overall authority and responsibility for implementing the provisions of this CPP. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

## **DEFINITIONS:**

For the purposes of the CPP, the following definitions shall apply:

**"Close Contact"** Being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" defined by this section. This definition applies regardless of the use of face coverings.

Exception: Employees have not had a close contact if they wore a respirator required by employer and used in compliance with section 5144, whenever they were within six feet of the COVID-19 case during the high-risk period.

**"COVID-19"** means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

**"COVID-19 case"** A person who: (1) Has a positive "COVID-19 test" as defined in Section 3205 (2) Has a positive COVID-19 diagnosis from a licensed health care provider; or (3) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (4) Has died due to COVID-19, in determination of a local health department or per inclusion in the COVID-19 statistics of a county.

**"COVID-19 hazard"** Exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or

vocalizing, coughing or sneezing, or from procedures performed on a person that may aerosolize saliva or respiratory tract fluids. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

**“COVID-19 symptoms”** means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

**“COVID-19 test”** means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable; and (3) not both self-administered and self-read unless observed by the employer or an authorized telehealth proctor.

**“Exposed Group”** All employees at a work location, working area, or a common area at work, where an employee was present at any time during the high-risk exposure period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The following exceptions apply;

A) For the purposed of determining the exposed group, a place where persons momentarily pass through while everyone is wearing face coverings, without congregating, is not a work location, working area, or a common area at work.

B) If the COVID-19 case was part of a distinct group of employees who are not present at the workplace at the same time as other employees, for instance a work crew or shift that does not overlap with another work crew or shift, only employees within that distinct group are part of the exposed group.

C) If the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the high-risk exposure period, and all persons were wearing face coverings at the time the COVID-19 case was present, other people at the work location, working area, or common area are not part of the exposed group.

NOTE: An exposed group may include the employees of more than one employer.

**“Face covering”** A surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers (i.e., fabrics that do not let light pass through when held up to a light source) that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they shall have two layers of fabric or be folded to make two layers. A face covering is a solid piece of material without slits, visible holes, or punctures, and must fit



snugly over the nose, mouth, and chin with no large gaps on the outside of the face. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric. This definition includes clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet this definition and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

**“Fully vaccinated”** The employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single dose COVID-19 vaccine. Vaccines must be FDA approved; or have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO). **The second dose of the series must not be received earlier than 17 days (21 days with a 4-day grace period) after the first dose.**

**“High-risk exposure period”** The following time period: (1) For COVID-19 cases who develop COVID-19 symptoms: from 2 days before they first develop symptoms until all of the following are true; it has been 10 days since symptoms first appeared, 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved. (2) For COVID-19 cases who never develop COVID-19 symptoms: from 2 days before until 10 days after the specimen for their first positive test for COVID-19 was collected.

**“Respirator”** A respiratory protection device approved by the National Institute for Occupational Safety and Health (NIOSH) to protect the wearer from particulate matters, such as an N95 filtering facepiece respirator.

**“Worksite”** **For the limited purposes of COVID-19 prevention regulations only, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the high-risk exposure period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 case did not enter, locations where the worker worked by themselves without exposure to other employees, or to a worker's personal residence or alternative work location chosen by the worker when working remotely.**

## **IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS**

The **City** will implement the following at our worksites:

- Conduct worksite-specific evaluations using the Appendix A: Identification of COVID-19 Hazards form or similar form.
- Evaluate employees' potential worksite exposures to all persons at, or who may enter, our worksite.

- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls at our worksites and the need for different or additional controls.
- Conduct periodic inspections using the Appendix B: COVID-19 Inspections form, or similar form, to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

### ***Screening Employees for COVID-19 Symptoms***

The City possesses authority to require employees to be screened for COVID-19 symptoms prior to entering a worksite. Each worksite will either require employees to self-screen according to CDPH guidelines or will direct screen employees when they come to work by taking employee temperatures and asking about potential symptoms prior to entering a worksites. When direct screening is used indoors, face coverings will be worn by both the screener and unvaccinated employees using a non-contact thermometer used.

Should an employee present COVID-19 symptoms during an administered screening or a self-screen, the City will instruct the employee to remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work. The City will advise employees of any leaves to which they may be entitled during this self-quarantine period. Further, the City has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA, and will not disclose to other employees the fact that the employees presented COVID-19 symptoms.

### ***Ventilation and Filtration Efficiency***

For indoor locations, we will evaluate how to maximize ventilation with outdoor air to the highest level of filtration efficiency compatible with the existing ventilation system and whether the use of portable or mounted high efficiency particulate air (HEPA) filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission.

We will review applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention. These orders and guidance are both information of general application, including Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments by the California Department of Public Health (CDPH) and information specific to our industry, location, and operations.

## **CORRECTION OF COVID-19 HAZARDS**

The **City** will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases at City worksites.

## **CONTROL OF COVID-19 HAZARDS**

### ***Face Coverings***

For all employees who are not fully vaccinated, we will provide face coverings and ensure they are worn when indoors or in vehicles and where required by orders from the CDPH. We will ensure required face coverings are clean and undamaged, and they are worn over the nose and mouth.

When employees are required to wear face coverings, the following exceptions apply:

- A. When an employee is alone in a room or vehicle.
- B. While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- C. Employees wearing respirators required by the employer and used in compliance with CCR Title 8 section 5144.
- D. Employees who cannot wear face coverings due to a medical or mental health condition or disability or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- E. Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

Any employee not wearing a face covering, pursuant to the exceptions listed in items (d) and (e) above, and not wearing a non-restrictive alternative when allowed by Section 3205 (c)(6)(E) shall be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19 during employee paid time and at no cost to the employee.

When face coverings are not required, we will provide face coverings to employees upon request, regardless of vaccination status.

## ***Cleaning and disinfecting***

The City's cleaning and disinfecting policy requires the following:

1. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The City will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.
2. Prohibiting the sharing of personal protective equipment and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
3. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

## ***Hand sanitizing***

In order to implement effective hand sanitizing procedures, the City will

- Evaluate handwashing facilities.
- Determine the need for additional facilities.
- Encourage and allow time for employee handwashing.
- Provide employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encourage employees to wash their hands for at least 20 seconds

## ***Personal protective equipment (PPE)***

The City will evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

Upon request, we will provide respirators for voluntary use, in compliance with subsection 5144 (c)(2) to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person. We will encourage their use and ensure employees are provided with a respirator of the correct size.

The City provides eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Additional measures will be utilized as required by state and local health departments.

We will make COVID-19 testing available, during employee paid time, at no cost to employees with COVID-19 symptoms who are not fully vaccinated.

## **INVESTIGATING AND RESPONDING TO COVID-19 CASES**

In the event that employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the **City** will instruct the employees to remain at or return to their home or place of residence and not report to a worksite until such time as the employees satisfy the minimum criteria to return to work. An investigation will be conducted to determine who may have had close contact with COVID-19 case.

**All** employees who had potential COVID-19 close contact in our workplace will be:

- Informed of their possible exposure to COVID-19 in the workplace while maintaining confidentiality
- Offered COVID-19 testing through their health provider or if not covered by insurance offered testing through another provider at no cost during their working hours
- Provided information on benefits as outlined in the Training and Instruction section
- Advised of the temporary closing of the general area where the infected employee(s) worked until cleaning is completed
- Advised of the deep cleaning of the entire area where the infected employee(s) worked and may have been

The **City** will protect the confidentiality of the COVID-19 cases and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19. The **City** will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

### ***Contact Tracing***

The **City** will utilize Appendix C: Investigating COVID-19 Cases for or similar form in order to determine:

1. The date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic;
2. The COVID-19 cases recent work history, including the day and time they were last present at a **City** worksite; and
3. The nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any COVID-19 close contacts.

If the **City** determines that there were any COVID-19 close contacts, the **City** will instruct those employees to remain at their home or place of residence and not report to a City worksite until such time as the employees satisfy the minimum criteria to return to work.

### ***Reporting the Potential Exposure to Other Employees***

The **City** will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) employees who were present at a worksite when the COVID-19 case was present; and (2) subcontracted employees who were present at the worksite.

The **City** will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential COVID-19 close contact at a worksite. The **City** will provide these employees with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, the **City's** own leave policies, and leave guaranteed by contract.

The **City** will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

The **City** may require that these employees use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

### ***Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure***

The **City** will conduct an investigation in order to determine whether any worksite conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

## **SYSTEM FOR COMMUNICATING**

The **City's** goal is to ensure there is effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- **City** policy requires that employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) potential close contact to a person with COVID-19; (3) possible COVID-19 hazards at

worksites. Any employee making such a report can do so without fear of reprisal.

- **City** policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or the employees’ health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.
  - To request an accommodation under the **CCP** policy, employees may make a request with their manager or supervisor or the Department of Human Resources.
- Where testing is not required, how employees can access COVID-19 testing
- In the event the **City** is required to provide testing because of a worksite exposure or outbreak, the **City** will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- COVID-19 testing is not required for employees who are fully vaccinated before the close contact and do not have symptoms, and for COVID-19 cases who have returned to work and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for 90 days after their first positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

## **TRAINING AND INSTRUCTION OF EMPLOYEES**

The **City** will provide training and instruction that includes:

- COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick and vaccination leave, if applicable, workers’ compensation law, local governmental requirements, our leave policies, and leave guaranteed by contract, and Section 3205.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated



- object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- Our policy for providing respirators, and the right of employees who are not fully vaccinated to request a respirator for voluntary use as stated in this program, without fear of retaliation and at no cost to employees. Whenever respirators are provided for voluntary use under this section or section 3205.1 through 3205.4, training will be provided on how to properly wear the respirator, and how to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair interferes with the seal.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. COVID-19 is an airborne disease. N95s and more protective respirators protect the users from airborne disease while face coverings are intended to primarily protect people around the user.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- Information on our COVID-19 policy, how to access COVID-19 testing and vaccination; and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.
- The conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance cannot be maintained. Employees can request face coverings from the employer at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

## **REPORTING, RECORDKEEPING, AND ACCESS**

It is the City's policy to:

- Report information about COVID-19 cases at a City worksite to the local health department whenever required by law, and provide any related information requested by the local health department.



- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the worksite to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

### **EXCLUSION OF COVID-19 CASES**

Where we have a COVID-19 case in our workplace and employees who had a close contact, we will limit transmission by:

- Ensuring COVID-19 cases are excluded from the workplace until our return-to-work requirements are met, with the following exceptions:
  - Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms **so long as such employees wear a face covering and maintain six feet of distance from others at the workplace for 10 days following the last date of close contact COVID-19 exposure**; and
  - COVID-19 cases who returned to work pursuant to the aforementioned requirements and have remained free of COVID-19 symptoms for 90 days after the initial onset of COVID-19 symptoms or for COVID-19 cases who never developed COVID-19 symptoms for 90 days after the first positive test, **so long as such employees wear a face covering and maintain six feet of distance from others at the workplace for 10 days following the last date of close contact COVID-19 exposure.** ([See CDPH Guidelines for changes](#))

**Additionally, if an employee is not excluded in accordance with the above exceptions, the CITY will provide such an employee with information about any applicable precautions recommended by the California Department of Public Health (“CDPH”) for persons with a close contact COVID-19 exposure.**

- Continuing and maintaining an employee’s earnings, seniority, and all other employee rights and benefits whenever we’ve demonstrated that the COVID-19 exposure is work related. This will be accomplished by:
  - Allowing them to work remotely when they can fulfill their duties from home

- Providing employees at the time of exclusion with information on available benefits.

## **RETURN-TO-WORK CRITERIA**

The **City** will ensure that COVID-19 cases are excluded from the worksite until the individual satisfies the minimum return to work criteria as noted below or as [issued by the CDPH](#) pursuant to the Governor's executive order, whichever is shorter:

- COVID-19 cases with COVID-19 symptoms will not return to a City worksite until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
  - COVID-19 symptoms have improved.
  - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to a City worksite until a minimum of 14 days have passed since the date of specimen collection of their first positive COVID-19 test.
  - The 14-day return to work timeline can be shortened to 10 days if the employee wears a face covering and maintains six feet of distance from others while at the workplace for 14 days following the last known close contact COVID-19 exposure.
  - The 14-day return to work timeline can be shortened to seven (7) days if the employee tests negative for COVID-19 with a specimen taken at least five (5) days after the last known close contact COVID-19 exposure and the employee wears a face covering and maintains six feet of distance from others while at the workplace for 14 days following the last known close contact COVID-19 exposure

Persons who have a close contact may return to work as follows ([See CDPH for Updates](#)):

- Vaccinated employees and those COVID-19 cases who have been symptom free within 90-days of first positive test, may remain at work so long as such employees wear a face covering and maintain six feet of distance from others at the workplace for 14 days following the last date of close contact COVID-19 exposure.
- Unvaccinated employees who had a close contact but never developed any COVID-19 symptoms may return to work when 14 days have passed since the last contact.
  - The 14-day return to work timeline can be shortened to 10 days if the employee wears a face covering and maintains six feet of distance from others while at the workplace for 14 days following the last known close contact COVID-19 exposure.

- The 14-day return to work timeline can be shortened to seven (7) days if the employee tests negative for COVID-19 with a specimen taken at least five (5) days after the last known close contact COVID-19 exposure and the employee wears a face covering and maintains six feet of distance from others while at the workplace for 14 days following the last known close contact COVID-19 exposure.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 14 days from the time the order to isolate was effective.

### ***Provision of Information Concerning Benefits to Excluded Employees***

At the time of exclusion, the City will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, the City's own leave policies, and leave guaranteed by contract.

### ***Allowance by Cal/OSHA for an Employee to Return to Work***

If there are no violations of state or local health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to a worksite on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, the City will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the worksite and, if isolation is not possible, the use of respiratory protection in the workplace.

## **MULTIPLE COVID-19 INFECTIONS AND COVID-19 OUTBREAKS**

If there are three or more COVID-19 cases within a 14-day period or a worksite is identified by the local health department as the location of an outbreak, this section of CPP will stay in effect until there are no new COVID-19 cases detected at that worksite for a 14-day period.

### ***COVID-19 testing***

We will make COVID-19 testing available at no cost to all employees within the exposed group except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period, or for COVID-19 cases who did not develop symptoms after returning to work, no testing is required for

90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. COVID-19 testing will be provided at no cost to employees during employees' working hours.

COVID-19 testing consists of the following:

- Testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
- After the first two COVID-19 tests, we will continue to make COVID-19 testing available once a week at no cost to all employees in the exposed group who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until this section no longer applies, pursuant to more protective stringent state or local health department mandates or guidance. Any employees in the exposed group who are not wearing respirators required by this policy and used in compliance with section 5144 shall be separated from other persons by at least six feet, except where it can be demonstrated that six feet of separation is not feasible, and except for momentary exposure while persons are in movement. When it is not feasible to maintain a distance of at least six feet, individuals shall be as far apart as feasible.

All employees in the exposed group shall wear face coverings when indoors or when outdoors and less than six feet from another person.

Notice shall be given to employees in the exposed group of their right to request a respirator for voluntary use if they are not fully vaccinated.

An evaluation of the worksite will be completed to determine whether to implement physical distancing of at least six feet between persons or, where six feet of physical distancing is not feasible, the use of cleanable solid partitions of sufficient size to reduce COVID-19 transmission.

### ***Exclusion of COVID-19 cases***

The [City](#) will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the worksite in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

### ***COVID-19 investigation, review and hazard correction***

In addition to the CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, the [City](#) will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.
- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.

In buildings or structures with mechanical ventilation, we will filter recirculated air with minimum efficiency reporting value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable mounted high efficiency particulate air (HEPA) filtration units or other air cleaning systems would reduce the risk of transmission and, if so, will implement their use to the degree feasible.

## **MAJOR COVID-19 OUTBREAKS**

If there are 20 or more COVID-19 cases within a 30-day period, this section of CPP will stay in effect until there are no new COVID-19 cases detected at that worksite for a 14-day period.

### ***COVID-19 testing***

In addition to outbreak testing requirements, testing will be made available to all employees in the exposed group, regardless of vaccination status twice a week, or more frequently if recommended by the local health department. COVID-19 testing will be provided at no cost to employees during employees' working hours.

The City will provide a respirator for voluntary use in compliance with subsection 5144 (c)(2) to employees in the exposed groups and will determine the need for a respiratory protection program or changes to an existing respiratory protection program under section 5144 to address COVID-19 hazards.

Any employees in the exposed group who are not wearing respirators required by this policy and used in compliance with section 5144 shall be separated from other persons by at least six feet, except where it can be demonstrated that six feet of separation is not feasible, and except momentary exposure while persons are in movement. Methods of physical distancing include: telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees. When it is not feasible to maintain a distance of at least six feet, individuals shall be as far apart as feasible.

At workstations where an employee in the exposed group is assigned to work for an extended period of time and where physical distancing requirements in this policy is not maintained at all times, the employer shall install cleanable solid partitions that effectively reduce transmission between the employee and other persons.

The City will evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.

### ***Exclusion of COVID-19 cases***

The City will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the worksite in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

### ***Investigation of workplace COVID-19 illnesses***

The City will comply with the requirements of the CPP **Investigating and Responding to COVID-19 Cases**.

## Appendix A

### Current CDPH Quarantine Guidance as of 1/14/22

**Table 1: Exclusion Requirements for Employees Who Test Positive for COVID-19 (Isolation)**

<p>Requirements apply to <b>all</b> employees, regardless of vaccination status, previous infection, or lack of symptoms.</p>	<ul style="list-style-type: none"> <li>• Employees who test positive for COVID-19 must be excluded from the workplace for at least 5 days.</li> <li>• Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, <b>and</b> a diagnostic specimen* collected on day 5 or later tests negative.</li> <li>• If an employee is unable or chooses not to test and their symptoms are not present or are resolving, isolation can end and the employee may return to the workplace after day 10.</li> <li>• If an employee has a fever, isolation must continue and the employee may not return to work until the fever resolves.</li> <li>• If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving <b>or</b> until after day 10 from the positive test.</li> <li>• Employees must wear face coverings around others for a total of 10 days after the positive test, especially in indoor settings. Please refer to the section in this FAQ on <a href="#">face coverings</a> for additional face covering requirements.</li> </ul> <p>*Antigen test preferred.</p>
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**Table 2: Employees Who Are Exposed to Someone with COVID-19 (Quarantine)**

<p>Requirements apply to employees who are:</p> <ul style="list-style-type: none"><li>• Unvaccinated; <b>OR</b></li><li>• Vaccinated and booster-eligible<sup>...</sup> but have <b>not</b> yet received their booster dose.<sup>...</sup></li></ul> <p><sup>...</sup>Includes persons previously infected with SARS-CoV-2 within the last 90 days.</p> <p><sup>...</sup>See Table 4 for definition of booster-eligible.</p>	<ul style="list-style-type: none"><li>• Employees must be excluded from the workplace for at least 5 days after their last close contact with a person who has COVID-19.</li><li>• Exposed employees must test on day 5.</li><li>• Quarantine can end and exposed employees may return to the workplace after day 5 if symptoms are not present <b>and</b> a diagnostic specimen<sup>...</sup> collected on day 5 or later tests negative.</li><li>• If an employee is unable or chooses not to test and does not have symptoms, quarantine can end and the employee may return to the workplace after day 10.</li><li>• Employees must wear face coverings around others for a total of 10 days after exposure, especially in indoor settings. Please refer to the section in this FAQ on <a href="#">face coverings</a> for additional face covering requirements.</li><li>• If an exposed employee tests positive for COVID-19, they must follow the isolation requirements above in Table 1.</li><li>• If an exposed employee develops symptoms, they must be excluded pending the results of a test.</li><li>• Employees are strongly encouraged to get vaccinated or boosted.</li></ul> <p><sup>...</sup>Antigen test preferred.</p>
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<sup>...</sup>Employers are not required to exclude asymptomatic employees in this category if:

- A negative diagnostic test\* is obtained within 3-5 days after last exposure to a case;
- Employee wears a face covering around others for a total of 10 days (please refer to the section in this FAQ on [face coverings](#) for additional face covering requirements); and
- Employee continues to have no symptoms.

**Table 3: Employees Who Are Exposed to Someone with COVID-19 (No Quarantine Required)**



<p>Requirements apply to employees who are:</p> <ul style="list-style-type: none"> <li>• Boosted; OR</li> <li>• Vaccinated, but not yet booster-eligible.*</li> </ul> <p>* (See Table 4 for definition of booster-eligible)</p>	<p>Employees do not need to quarantine if they:</p> <ul style="list-style-type: none"> <li>• Test on day 5 with a negative result.</li> <li>• Wear face coverings around others for 10 days after exposure, especially in indoor settings. Please refer to the section in this FAQ on <b>face coverings</b> for additional face covering requirements.</li> <li>• If employees test positive, they must follow isolation recommendations above.</li> <li>• If employees develop symptoms, they must be excluded pending the results of a test.</li> </ul>
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**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.11**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and Council Members

**FROM:** Jason Farag, Capital Projects Manager

**PREPARED:** Warren Repke, Project Manager

**SUBJECT:** Quitclaim Deeds to Riverside County Flood Control and Water Conservation District for the Wildomar Master Drainage Plan Lateral C, Stage 3 Construction, CIP 063

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute two Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District (District) for the construction of Wildomar MDP Lateral C, Stage 3.

**BACKGROUND:**

Included in the District's Wildomar Master Drainage Plan, the City of Wildomar Master Drainage Plan, and in the Five-Year Capital Improvement Plan for FY 2021/22 to 2025/26 as CIP 063 is the construction of the Lateral C, Stage 3 storm drain facilities (Project). The Project primarily consists of construction of a 19-acre Detention Basin on the southeast corner of Bundy Canyon Rd. and Monte Vista Dr. and 930 linear feet of an underground concrete box culvert on Monte Vista Dr. The project is being designed and constructed by the District.

The District has indicated that the design is progressing and estimates a construction start date of August 1, 2022. Estimated cost of the project is \$16 million.

Staff has been working with the District on development of the project. A Cooperative Agreement was approved by the City Council in December 2020.

**DISCUSSION:**

The project will replace the existing open channel along Monte Vista Dr., which was constructed by Caltrans with the I-15 freeway. Associated with the open channel are two easements obtained by Caltrans in 1979. These easements were relinquished to Riverside County in 1982 upon completion of the freeway and became City of Wildomar easements upon incorporation (Attachment A).

The District's design for construction of the concrete box on Monte Vista Dr. requires use of these easements for construction and future maintenance. The City will have no further use of the easements. Staff recommends the easements be quitclaimed to the District for their use and recommends that the City Manager be authorized to sign the attached quitclaim deeds (Attachment B).

At its meeting of February 2, 2022, the City of Wildomar Planning Commission approved PC Resolution No. 2022-06 which found that the proposed transfer of the easements is consistent with the City of Wildomar General Plan.

**FISCAL IMPACTS:**

The FY 21/22 budget includes Measure A funds in the CIP 063 budget to coordinate with the District on the project. No additional funding is required.

Submitted by:  
Jason Farag  
Capital Project Manager

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

Attachment A – Location Exhibit  
Attachment B – Quitclaim Deeds

# ATTACHMENT A



Figure 1 - Drainage Easements (approx. shape and area) shown in red.

# **ATTACHMENT B**

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Wildomar Lateral C  
Project No. 7-0-00075-03  
APN: 367-140-010

The undersigned grantor(s) declare(s)  
DOCUMENTARY TRANSFER TAX \$ NONE

### QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF WILDOMAR**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to an access easement, situated in the city of Wildomar, County of Riverside, State of California, described in Exhibit "A"

Original recorded February 13, 1979, as Instrument No. 29239, records of the Recorder's Office, Riverside County, State of California, as shown as Exhibits "B", attached for reference purposes only.

CITY OF WILDOMAR:

Date \_\_\_\_\_

By: \_\_\_\_\_  
DUSTIN NIGG, Mayor

ATTESTS:

JANET MORALES  
Clerk to the City of Wildomar

By: \_\_\_\_\_  
City Clerk

(SEAL)

## **EXHIBIT "A"**

THAT PORTION OF THE SOUTH HALF OF THE WEST HALF OF LOT 178 OF SEDCO TRACT NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 10 OF MAPS, PAGES 58 TO 75, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 178, DISTANT ALONG SAID NORTH LINE, SOUTH 89° 05' 14" EAST 24.00 FEET FROM THE EAST LINE OF WHITE STREET, 40 FEET WIDE, AS SHOWN ON SAID TRACT MAP; THENCE ALONG SAID NORTH LINE SOUTH 89° 05' 14" EAST 96.03 FEET; THENCE SOUTH 1° 44' 30" EAST 120.73 FEET; THENCE SOUTH 24° 15' 28" WEST 169.88 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 768 FEET; THENCE NORTHERLY ALONG SAID CURVE, FROM A TANGENT BEARING OF NORTH 16° 19' 33" WEST, THROUGH AN ANGLE OF 17° 30' 33", A DISTANCE OF 234.70 FEET; THENCE NORTH 1° 11' 00" EAST 45.34 FEET TO THE POINT OF BEGINNING.

**APN: 367-140-010**

Requested By: narayanamoorthy, Printed: 9/10/2020 1:13 AM



29239

Dated this 13<sup>th</sup> day of Nov., 1978

Signed and delivered in the presence of

x Royal S. Sappington

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF Los Angeles

ss.

On 13th of November, 1978, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Royal S. Sappington known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of Los Angeles, State of California; that he was present and saw

GRANTOR(S)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

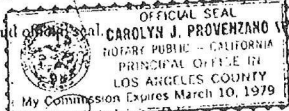
ss.

On 13th of November, 1978, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Royal S. Sappington

personally known to him to be the person described in and who name subscribed to the within instrument, execute the same, and that affiant subscribed his name thereto as a witness to said execution.

known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

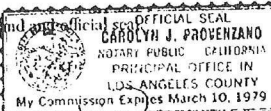


(Seal) Carolyn J. Provenzano

Carolyn J. Provenzano

Notary Public in and for said State

WITNESS my hand and official seal.



(Seal) Carolyn J. Provenzano

Carolyn J. Provenzano

Notary Public in and for said State

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27251)

This is To Certify, That the State of California, grantee herein, acting by and through the Department of Transportation, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 1978

ADRIANA GIANTURCO

Director of Transportation

By

R. A. ACORN

Deputy District Director R/W and

Attorney In Fact

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated \_\_\_\_\_, 2021, from **CITY OF WILDOMAR** ("Grantor"), to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

### **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Wildomar Lateral C  
Project No. 7-0-00075-03  
APN 367-140-010  
RCFC Parcel No.

Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Wildomar Lateral C  
Project No. 7-0-00075-03  
APN: 367-502-002

**The undersigned grantor(s) declare(s)**  
DOCUMENTARY TRANSFER TAX \$ NONE

### QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF WILDOMAR**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to an access easement, situated in the city of Wildomar, County of Riverside, State of California, described in Exhibit "A"

Original recorded June 5, 1979, as Instrument No. 114593, records of the Recorder's Office, Riverside County, State of California, as shown as Exhibit "B" attached for reference purposes only.

CITY OF WILDOMAR:

Date \_\_\_\_\_

By: \_\_\_\_\_  
DUSTIN NIGG, Mayor

ATTESTS:

JANET MORALES  
Clerk to the City of Wildomar

By: \_\_\_\_\_  
City Clerk

(SEAL)

## **EXHIBIT "A"**

THAT PORTION OF THE NORTH HALF OF THE WEST HALF OF LOT 178 OF SEDCO TRACT NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 10 OF MAPS, PAGES 58 TO 75 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE WEST HALF OF SAID LOT 178, DISTANT ALONG SAID SOUTH LINE, SOUTH 89° 05' 14" EAST 24.00 FEET FROM THE EAST LINE OF WHITE STREET, 40.00 FEET WIDE, AS SHOWN ON SAID TRACT MAP; THENCE SOUTH 89° 05' 14" EAST 96.03 FEET; THENCE NORTH 19° 22' 22" WEST 207.98 FEET; THENCE NORTH 1° 11' 11" EAST 460.66 FEET TO THE NORTH LINE OF SAID LOT 178; THENCE ALONG SAID NORTH LINE NORTH 89° 01' 36" WEST 23.02 FEET, THENCE SOUTH 1° 11' 32" WEST 4.35 FEET; THENCE SOUTH 1° 11' 00" WEST 651.41 FEET TO THE POINT OF BEGINNING.

**APN: 367-502-002**

# EXHIBIT "B"

RECORDING REQUESTED BY

114593

When Recorded Mail To  
Department of Transportation  
P. O. Box 231  
San Bernardino, CA 92403

RECORDED Please make no  
other record of the attached instru-  
ment until you receive Sec. 6103 H is  
in connection with a  
Governmental Agency transaction

RECEIVED FOR RECORD  
AT 9:00 O'CLOCK A.M.  
AT DEPT. OF  
TRANSPORTATION

Book 1779, Page 114593  
JUN - 5 1979

Recorded in Official Records  
of Riverside County, California  
David B. Sappington, Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## EASEMENT DEED

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
08	Riv	15	R15.7	5419

We Howard E. Sappington and Diane Sappington, Husband and Wife,

GRANT to the State of California an EASEMENT for drainage purposes

upon, over and across that certain real property in the

County of Riverside, State of California, described as follows:

That portion of the North Half of the West Half of Lot 178 of SEDCO TRACT NO. 1, as shown by Map on file in Book 10 of Maps, Pages 58 to 75 inclusive, records of Riverside County, described as follows:

BEGINNING at a point on the south line of said North Half of the West Half of said Lot 178, distant along said South line, South 89° 05' 14" East 24.00 feet from the East line of White Street, 40.00 feet wide, as shown on said tract map; thence South 89° 05' 14" East 96.03 feet; thence North 19° 22' 22" West 207.98 feet; thence North 1° 11' 11" East 460.66 feet to the north line of said Lot 178; thence along said north line North 89° 01' 36" West 23.02 feet, thence South 1° 11' 32" West 4.35 feet; thence South 1° 11' 00" West 651.41 feet to the POINT OF BEGINNING.

The date of possession by grantee of the herein described property was May 1, 1979.

FORM HR/W-17 (REV 7-73)

8-Riv-15-R15.7-5419(5419-2)

EST 8000 10236-000 4-75 12 © 1977

114593

Dated this 9 day of APRIL, 1979

Signed and delivered in the presence of

*Howard E. Sappington*  
*Francis Sappington*

## SUBSCRIBING WITNESS

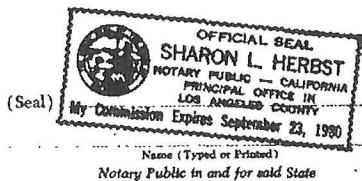
STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of \_\_\_\_\_, State of California; that he was present and saw \_\_\_\_\_

personally known to him to be the person described in and who name \_\_\_\_\_ subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



## GRANTOR(S)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On April 9, 1979, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Howard E. Sappington and Diane Sappington

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

*Sharon L. Herbst* (Seal)  
 Sharon L. Herbst  
 Name (Typed or Printed)  
 Notary Public in and for said State

## (CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

This Is To CERTIFY, That the State of California, grantee herein, acting by and through the Department of Transportation, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 8 day of MAY, 1979.

ADRIANA GIANTURCO

Director of Transportation

By

*R. A. Acorn*

R. A. Acorn

Director R/W

Deputy District

Attorney in Fact

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated \_\_\_\_\_, 2021, from **CITY OF WILDOMAR** ("Grantor"), to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

### **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

Project: Wildomar Lateral C  
Project No. 7-0-00075-03  
APN 367-502-002  
RCFC Parcel No.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.12**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

---

**TO:** Mayor and Council Members

**FROM:** Jason Farag, Capital Projects Manager

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

**SUBJECT:** Purchase of Wetland Mitigation Bank Credits for the Palomar Street/Clinton Keith Rd. Sidewalk, Trail & Connectivity Project, CIP 059

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute Mitigation Credit Purchase Agreements between the City of Wildomar and RBV Mitigation Credits, LLC and Wildlands SLR Holdings, LLC for the Palomar Street/Clinton Keith Rd. Sidewalk, Trail and Bike Lane Connectivity Project, CIP 059 (Project).

**BACKGROUND:**

Included in the Fiscal Year 2021/2022 Capital Improvement Program is the improvement of Palomar Street from Clinton Keith Road north to McVicar Street and the south side of Clinton Keith Road in the vicinity of Stable Lanes Road, to provide street improvements, sidewalks, multipurpose trail, and bike lanes. To provide the improvements, disturbance and modifications of two existing natural drainage courses classified as “Waters of the U.S.” on Palomar Street were required. These modifications resulted in the loss of existing wetlands habitat.

**DISCUSSION:**

In conformance with the California Environmental Quality Act, a Mitigated Negative Declaration was prepared for the Project. The environmental evaluation identified two natural streams classified as “Waters of the U.S.” that will be impacted by the Project and will require permits from the State and Federal Agencies who regulate the streams (U.S. Army Corp of Engineers, the Regional Water Quality Control Board, and the State Department of Fish and Wildlife). The permits require the identification of the permanent area of disturbance and its mitigation. Mitigation can be achieved by replacing the lost wetlands habitat area with the project or purchasing the same amount of lost area from an available off-site Mitigation Bank. Since it is not practical for the City to replace and maintain the lost wetland area, purchase from a Mitigation Bank is generally the selected option. Mitigation Banks create and maintain wetland areas so that agencies do not have to provide these areas on their own.



Each of the regulatory agencies determines the amount of impacted area to be mitigated with their permit and the Mitigation Bank to be used. For the proposed project the following mitigation requirements were determined by the permits issued:

- 0.15 acre of streambed rehabilitation or reestablishment credits from the Riverpark Mitigation Bank
- 0.30 acre of wetland preservation credits from the Barry Jones Wetland Mitigation Bank (RBV Mitigation Bank)
- 0.12 acre of wetlands reestablishment credits from the San Luis Rey Mitigation Bank

Each mitigation bank determines the cost per credit (1 acre) to establish and maintain the bank. Staff has received agreements and costs for two of the three mitigation banks required as follows:

- RBV Mitigation Bank: 0.30 Credits @ \$150,000/Credit = \$45,000
- San Luis Rey Mitigation Bank: 0.12 Credits @ \$575,000/credit = \$69,000

Credits are currently not available for the Riverpark Mitigation Bank but should be made available in the next few months.

The purchase of mitigation credits from the banks is required prior to beginning project construction. Based on the current project schedule, the City anticipates advertising this project for construction bids in February and estimates construction activities will begin in June.

Staff recommends approval of the attached agreements and associated costs.

**FISCAL IMPACTS:**

The cost of the mitigation required for the two agreements is \$114,000. This expenditure is a TUMF eligible construction cost and will be included in the FY 2021/22 budget for the project.

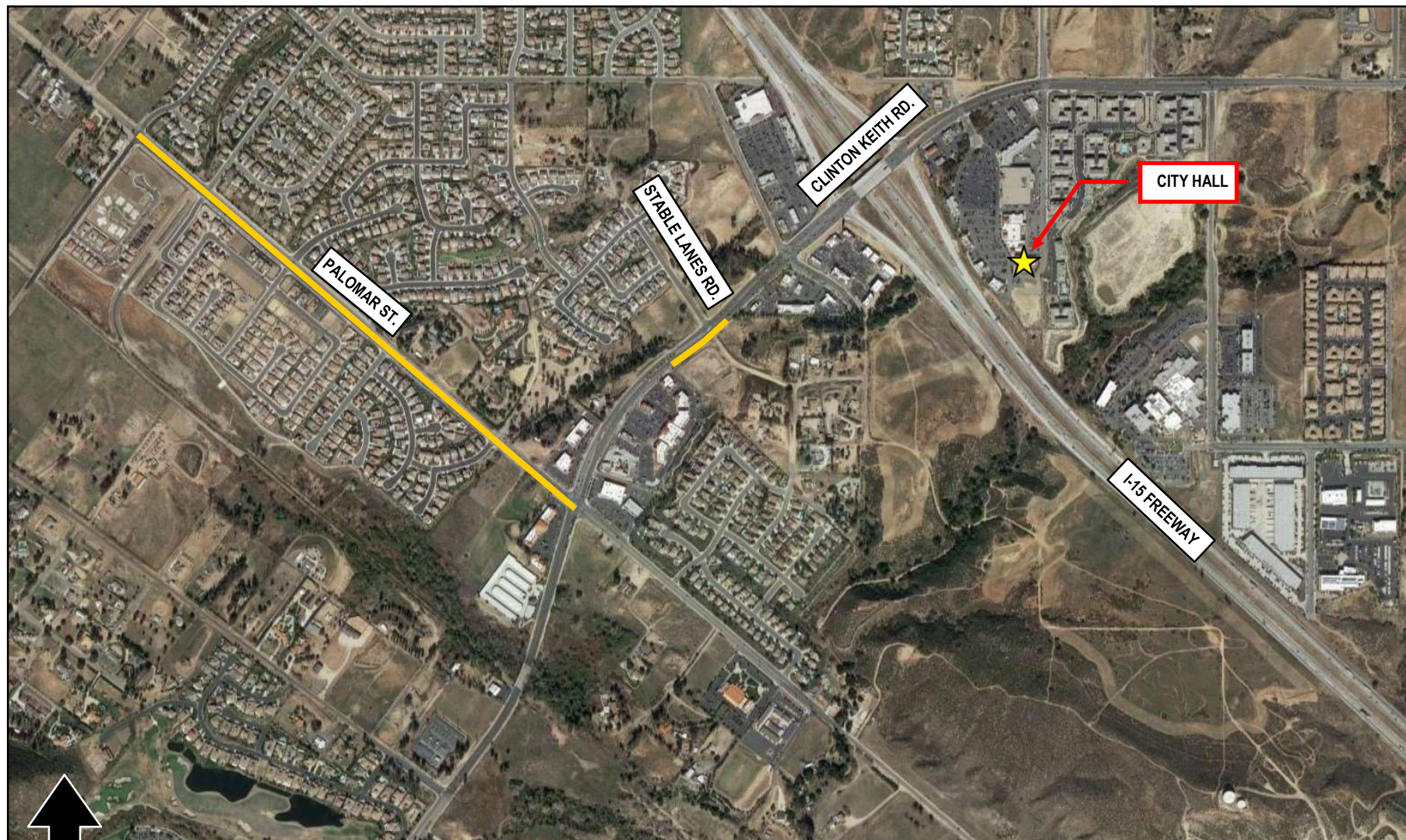
Submitted by:  
Jason Farag  
Capital Project Manager

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

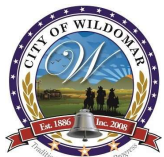
Attachment A – Location Exhibit  
Attachment B – Agreements

# **ATTACHMENT A**



NORTH  
(no scale)

PROJECT AREA



CITY OF WILDOMAR  
PUBLIC WORKS DEPARTMENT  
23873 CLINTON KEITH RD., SUITE 201  
WILDOMAR, CA 92595

Palomar Street / Clinton Keith Rd. Sidewalk, Trail and Bike Lane  
Connectivity Project  
Project Location Exhibit

# **ATTACHMENT B**



## MITIGATION CREDIT PURCHASE AGREEMENT AND ACKNOWLEDGMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT AND ACKNOWLEDGMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between RBV MITIGATION CREDITS, LLC, a California limited liability company ("Seller") and CITY OF WILDOMAR, a municipal corporation ("Buyer").

### RECITALS

A. Pursuant to that certain Memorandum of Agreement Regarding the Establishment, Operation and Use of the **Barry Jones Wetland Mitigation Bank** dated December 1997 (the "MOA"), by and among Pacific Bay Homes (Seller's predecessor in interest); the California Department of Fish and Wildlife ("CDFW"); the United States Fish and Wildlife Service ("USFWS"); and the U.S. Army Corps of Engineers ("USACOE") (CDFW, USFWS and USACOE are referred to collectively hereinafter as the "Agencies"). The Agencies have acknowledged the creation of the Barry Jones Wetland Mitigation Bank (the "Mitigation Bank") and the right of Seller to sell "Mitigation Credits" as provided therein. Each Mitigation Credit is equivalent to 1 acre of mitigation.

B. Buyer desires to mitigate the loss of certain wetland habitat values on real property located in the City of Wildomar, Riverside County California commonly known as **Palomar St./Clinton Keith Rd. Sidewalk, Trail, Bike Lane Connectivity** (the "Buyer's Property").

C. Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer 0.30 Mitigation Credits (the "Conveyed Credits") from the Mitigation Bank on the terms and conditions set forth herein. The 0.30 credit represents 0.30 acre of valid U.S. Army Corps of Engineers and California Department of Fish and Wildlife mitigation for wetland resources, all credits being fully consistent with the BEI.

NOW, THEREFORE, in consideration of the agreements and acknowledgments set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree and acknowledge as follows:

1. **Purchase Price.** The purchase price for the **0.30** Mitigation Credits shall be (Forty-



five Thousand dollars) **\$45,000.00**. The Purchase Price shall be paid in good funds on the Closing Date, as hereinafter defined in Paragraph 3 below.

2. Acknowledgment of Sale. On the Closing Date, Seller shall deliver a fully executed original of the Acknowledgment of Sale of Mitigation Credits ("Acknowledgment"), a form of which is attached hereto as Exhibit A and such other documents and instruments as may be required by any of the Agencies to evidence and recognize the transfer of the Conveyed Credits to Buyer. Moreover, Seller agrees that to the extent such have not been provided to Buyer at the closing, then if requested by Buyer subsequent to the closing, Seller will provide such documents and instruments as may be required by any of the Agencies to evidence and recognize the transfer of the Conveyed Credits within ten (10) days following Buyer's request. The provisions of this Paragraph 2 shall survive the closing and termination of this Agreement.

3. Closing. The closing will occur on or before **February 25, 2022**, or such other date to which the Buyer and Seller may mutually agree in writing (the "Closing Date"). The closing shall mean the date that the Purchase Price is delivered to Seller and the fully executed Acknowledgment of Sale of Mitigation Credits is delivered to Buyer. Notwithstanding the foregoing, Buyer may accelerate the Closing Date.

4. AS-IS Sale. Buyer acknowledges and agrees that: (a) it is the Buyer's sole responsibility to obtain a determination from each federal, state, or local governmental agency with jurisdiction over the Buyer's Property, including, without limitation, the Agencies and the Regional Water Quality Control Board that the Conveyed Credits are acceptable to each such governmental agency and/or suitable for Buyer's purposes, including, without limitation, mitigation for impacts to wetland/riparian values; (b) the purchase and sale of the Conveyed Credits shall be made on an "AS IS, WHERE IS, WITH ALL FAULTS" basis as provided for in the BEI; and (c) any completed sale of any Conveyed Credits shall be final. Buyer further acknowledges and agrees that except as otherwise expressly set forth in this Agreement, neither Seller nor any of its officers, affiliates, representatives, consultants, or agents have made any representations or warranties, or have assumed any responsibility, with respect to (i) the mitigation value or mitigation requirements of the Buyer's Property; (ii) the mitigation value of the property conveyed to the Agencies in establishing the Mitigation Bank; (iii) the acceptability of the Conveyed Credits to any federal, state, or local governmental agency with jurisdiction over the Buyer's Property; (iv) the suitability or adequacy of the Conveyed Credits for Buyer's purposes in purchasing such Credits; or (v) any other fact or circumstances which might affect the Mitigation Bank, the Buyer's Property, the Conveyed Credits, or Buyer's purposes in purchasing such Credits. The Seller further specifically advises Buyer to consult with the Regional Water Quality Control Board as to the acceptability of the Conveyed Credits. The Regional Water Quality Control Board is not a signatory to the BEI.

5. Termination. Time is of the essence in this Agreement. In the event the closing does not occur by the Closing Date, Seller, at its election, and in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and neither party shall have any further obligations hereunder to each other or otherwise except as provided in Paragraph 6 below.

6. Brokers. Seller shall pay a commission to McCollum Associates pursuant to the terms of a separate written agreement if and only if the sale closes. Seller and Buyer each represent to the other that it has not had any other contract, agreement or dealings regarding the Conveyed Credits with, nor any communication in connection with the subject matter of this transaction through, any consultant, broker, agent, finder or other person who can claim a right to a consultant fee, commission or finder's fee in connection with the sale contemplated herein. In the event that other consultant, broker or finder makes a claim for a consultant fee or commission or finder's fee based upon any such contract, agreement, dealings or communication, the party through whom such claim is made shall be solely responsible for and shall indemnify, defend, and hold harmless the other party from and against said commission or fee and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by the other party in defending against such claim. The provisions of this Paragraph 6 shall survive the termination of this Agreement.

7. Integration. Buyer and Seller agree that all negotiations, discussions, understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits attached hereto, and this written Agreement alone fully and completely expresses their agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. Buyer and Seller further agree that Buyer has no responsibilities or obligations whatsoever regarding the Conveyed Credits or the MOA except as are expressly stated in this Agreement.

8. Notices. All deposits and any notice required or permitted to be made or given under this Agreement shall be made and delivered to the parties at the addresses set forth below each party's respective signature. All notices shall be in writing and shall be deemed to have been given when delivered by courier, when transmitted by facsimile (upon confirmation of successfully completed transmission), or upon the expiration of two (2) business days after the date of deposit of such notice in the United States mail, registered or certified mail, postage prepaid.

9. Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California and interpreted as if prepared by both parties hereto. In the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, or in the event of any litigation arising out of or related to this Agreement, the

party not prevailing in such dispute or litigation shall pay any and all costs and expenses incurred by the other party in establishing or defending its rights hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees.

10. Limited Representations and Warranties. Seller is a limited liability company duly formed, presently existing and in good standing under the laws of the State of California, is qualified to transact business in the State of California, and has the power and authority to own, and does own, the Mitigation Credits, and the power and authority to consummate the sale of Conveyed Credits as contemplated by this Agreement, and the person executing this Agreement has the full authority to bind Seller. This Agreement and all instruments, including assignment and/or conveyance documents to be executed by Seller in connection herewith are or when delivered to Buyer will be duly authorized, executed and delivered by Seller and will be valid, binding and enforceable obligations of Seller. Neither this Agreement nor any instrument, including assignment and/or conveyance documents to be executed by Seller in connection herewith does now or will hereafter constitute a breach or default or invalidate, make inoperative or interfere with any contract, agreement, right or interest affecting or relating in any manner to the Conveyed Credits. The Conveyed Credits shall be assigned/conveyed to Buyer at the closing free and clear of all liens or other encumbrances of any type, monetary or non-monetary.

11. Counterparts. This Agreement may be executed and delivered in any number of identical counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.



WHEREUPON, this Agreement has been executed as of the date first-above written.

SELLER:

RBV MITIGATION CREDITS, LLC, a California limited liability company

By: \_\_\_\_\_  
Name: Karin T. Krogius  
Its: Member

178 Shorecliff Road  
Corona Del Mar, CA 92625  
Attention: Karin Krogius  
Telephone: (949) 300-4864  
Fax: (949) 644-7410  
Email: [kkrogius@pboaks.com](mailto:kkrogius@pboaks.com)

BUYER:

CITY OF WILDOMAR, a municipal corporation

By: \_\_\_\_\_  
Name: Daniel A. York  
Its: Assistant City Manager

23873 Clinton Keith Rd., Suite 201  
Wildomar, CA 92595  
Telephone: (951) 677-7751 x216  
Email: [dyork@cityofwildomar.org](mailto:dyork@cityofwildomar.org)  
Attention: Warren Repke, Capital Projects Manager  
Telephone: (951) 677-7751  
Email: [wrepke@cityofwildomar.org](mailto:wrepke@cityofwildomar.org)

USACOE Permit: n/a  
RWQCB Permit: R9-2021-0194: 867184dbradford  
CDFW Agreement: RIV-15457 R6

**AGREEMENT FOR SALE OF MITIGATION CREDITS  
SAN LUIS REY MITIGATION BANK**

**RWQCB File No. R9-2021-0194: 867184dbradford**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between WILDLANDS SLR HOLDINGS I, LLC, a Delaware limited liability company (“Bank Sponsor”) and the CITY OF WILDOMAR, a municipal corporation (“Project Proponent”) as follows:

**RECITALS**

A. Bank Sponsor has developed the San Luis Rey Mitigation Bank (“Bank”) located in San Diego County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument entered into by and between Bank Sponsor, United States Army Corps of Engineers (“USACE”), and California Department of Fish and Wildlife (“CDFW”); and

C. Bank Sponsor has received the approval of the USACE and CDFW to operate the Bank as a mitigation bank with wetland waters of the United States/State credits, waters of the United States/State credits and buffer credits for sale as compensation for the loss of waters of the United States, waters of the State and/or State jurisdictional habitats; and

D. Project Proponent implemented the project described on Exhibit “A” attached hereto (“Project”), which unavoidably and adversely impact waters of the State thereon, and seeks to compensate such impacts by purchasing compensatory credits from Bank Sponsor; and

E. Project Proponent has been authorized by the Regional Water Quality Control Board (“RWQCB”) under Clean Water Act Section 401 Water Quality Certification File No. R9-2021-0194 to purchase from Bank Sponsor 0.12 acre of Re-established River: Wetland Waters of the U.S./State credits; and

F. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent 0.12 acre of Re-established River: Wetland Waters of the U.S./State credits.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Bank Sponsor hereby agrees to sell to Project Proponent and Project Proponent hereby agrees to purchase from Bank Sponsor 0.12 acre Re-established River: Wetland Waters of the U.S./State credits (the “Credits”) for the purchase price of \$69,000.00 (“Purchase Price”). The Purchase Price for said Credits shall be paid by wire transfer of funds according to written instructions by Bank Sponsor to Project Proponent, or by check payable to **“Wildlands SLR**

**Holdings I, LLC.”** Upon receipt of the Purchase Price, Bank Sponsor will deliver to Project Proponent an executed Bill of Sale in the form attached hereto as Exhibit “B.”

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. As required by law, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits, by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be nontransferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Proponent must deliver the Purchase Price to Bank Sponsor within 30 days of the date of this Agreement. After the 30-day period this Agreement will be considered null and void and Bank Sponsor shall have no further obligations hereunder.

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

**BANK SPONSOR:**

**WILDLANDS SLR HOLDINGS I, LLC,**  
a Delaware limited liability company

By: TCP III Holdings, LLC, its Manager

By: \_\_\_\_\_

Name: Joe Sanderson

Title: Managing Director

Date: \_\_\_\_\_

**PROJECT PROPONENT:**

**CITY OF WILDOMAR,** a municipal  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “A”**

**DESCRIPTION OF PROJECT  
TO BE  
MITIGATED**

The Project Proponent proposes to widen the eastern side of Palomar Street from approximately Meadow Ridge Lane to Clinton Keith Road. It will also widen the western side of Palomar Street from Clinton Keith Road to the southern City limits.

The Project is located within the City of Wildomar, Riverside County, California. The approximately 31-acre project site comprises the right of way for Palomar Street, Clinton Keith Road from McVicar Street to the north, to Laura Drive to the south, and along both sides of Clinton Keith Road extending a short distance east and west from the intersection with Palomar Street. The Project center reading is located at latitude 33.589311 and longitude -117.252139.

\*\*\*\*\*

**Exhibit “B”**

**BILL OF SALE**

**Contract # SLRMB-22-\_\_**

**RWQCB File No. R9-2021-0194: 867184dbradford**

In consideration of \$69,000.00, receipt of which is hereby acknowledged, WILDLANDS SLR HOLDINGS I, LLC, a Delaware limited liability company (“Bank Sponsor”) does hereby bargain, sell and transfer to the CITY OF WILDOMAR, a municipal corporation (“Project Proponent”) 0.12 acre Re-established River: Wetland Waters of the U.S./State credits for the Palomar Street Improvements Project, in the San Luis Rey Mitigation Bank in San Diego County, California, developed and approved under the authority of the United States Army Corps of Engineers and California Department of Fish and Wildlife.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: \_\_\_\_\_

WILDLANDS SLR HOLDINGS I, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name:

Its:

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.13**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Jason Farag, Capital Projects Manager

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

**SUBJECT:** Resolution Approving the Filing of all Applications for Grant Funds from the Recreational Trails Program (RTP)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022-\_\_\_\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA  
APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL  
TRAILS PROGRAM

**BACKGROUND:**

The Recreational Trails Program (RTP) provides funds annually for recreational trails and trails-related projects to develop and maintain Recreational Trails and trail-related facilities for both non-motorized and motorized Recreational Trail uses. The RTP is a state-administered local assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). Within the State of California, the Department of Parks and Recreation is authorized to administer the program. Non-motorized RTP Projects are administered by the Office of Grants and Local Services (OGALS).

This program offers funding opportunities for the development and rehabilitation of existing trails, trailside and trailhead facilities, and the construction of new trails. The program funds are competitive. The RTP grant application procedures require, among other things, a Grantee's governing body to declare by Resolution certain authorizations related to the administration of the program grants. OGALS requires that governing bodies approve a Resolution authorizing the filing of all application packets for the RTP to streamline the Grantee's ability to apply for all program grants for which they are eligible.

**DISCUSSION:**

Applying for RTP grant funds is important in meeting the City's goals and objectives identified in the Active Transportation Plan. City staff actively seek competitive and non-competitive grant opportunities to help fund City projects, and these grants often require an authorization by resolution for the agency to submit a grant application. Obtaining this authorization for the RTP Program would allow for the City to submit applications to OGALS for grant opportunities within the program.

**FISCAL IMPACTS:**

Should a City grant application be selected by OGALS, the RTP funding amount would be determined based on the total project cost submitted in the application. The maximum amount of RTP funds allowed for each project is 88%. The City would be responsible for providing a local match amount that is a minimum of 12%. The specific funding source for any local match would be identified at the time a grant application is prepared and made to the program.

Submitted by:  
Jason Farag  
Capital Projects Manager

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2022 - \_\_\_\_\_**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
**WILDOMAR, CALIFORNIA APPROVING THE APPLICATION FOR**  
**GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM**

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST-ACT) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the Applicant will enter into a Contract with the State of California to complete the Project(s);

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby:

1. Approves the filing of an project Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the Senior Engineer as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
Ben J. Benoit  
Mayor



**APPROVED AS TO FORM:**

---

Thomas D. Jex  
City Attorney

**ATTEST:**

---

Janet Morales, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members  
**FROM:** Daniel Torres, Community Services Director  
**SUBJECT:** COVID-19 Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the COVID-19 update and provide direction as desired.

**DISCUSSION:**

Staff will be providing an update on actions taken by the City in response to COVID-19 and is requesting Council to provide direction as desired.

**FISCAL IMPACT:**

None.

Submitted By:  
Daniel Torres  
Community Services Director

Approved By:  
Daniel York  
City Manager

**ATTACHMENTS:**

None.

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item 3.2**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Robert Howell, Administrative Services Director

**PREPARED BY:** Adam J. Jantz, Administrative Analyst II

**SUBJECT:** FY 2021-22 Mid-Year Budget Report

**STAFF REPORT**

**RECOMMENDATIONS:**

Staff recommends that the City Council review and consider approval of the Fiscal Year 2021-22 Mid-Year Report, and adopt a Resolution entitled:

RESOLUTION NO. 2022 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2021-22 BUDGETED  
REVENUES AND EXPENSES

**MID-YEAR BUDGET REPORT**

**BACKGROUND:**

This Mid-Year budget report for Fiscal Year 2021-22 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

Also considered in this Mid-Year budget report, are the current and future effects of the Coronavirus (COVID-19) situation and its impacts on businesses and other activities within the City.

The emphasis of this report is on the General Fund (100) which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc., and the significant recommended adjustments related to the Non-General Funds. This report also discusses prior year results, budget trends, and the economic/political outlook that may impact the City's resources.

The primary purposes of this Mid-Year Budget report are to:

- Recommend budgetary changes to address known budget deficiencies

- Recommend budget changes to align the budget with projected fiscal year-end actual costs
- Identify changes that materially impact fund balances

## **DISCUSSION:**

On June 9, 2021, the City Council adopted the biennial operating budget for fiscal years 2021-22 and 2022-23 for the City of Wildomar. That budget plan represented a conservative and balanced budget for fiscal year 2021-22 totaling \$14,889,100 in General Fund revenue and \$14,837,100 in General Fund expenditures. Other General Fund revenues, which include Measure AA, were budgeted at \$7,367,200 with Other General Fund expenditures totaling \$4,684,200. Non-General Fund revenues summed from all other funds totaled \$15,411,400 and expenditures were budgeted at \$17,554,900.

On October 9, 2021, the City Council adopted the 1<sup>st</sup> Quarter Adjusted Budget for fiscal year 2021-22. This brought the total projected revenues to \$38,963,700 and expenditures to \$37,842,600.

In this FY 2021-22 Mid-Year budget presentation, General Fund revenue projections are \$15,209,800, a net increase of \$315,100. This is primarily due to heightened development activity.

For Other General Funds, no changes are recommended.

For Non-General Funds, the anticipated revenues are \$17,227,200, which is a net increase of \$1,478,400. Most of this is related to increased activity on grant-related capital projects and increased Development Impact Fees due to commercial development activity. Fund 507 is increasing \$409,400 due to the award of a California Office of Emergency Services (CalOES) grant for the Bundy Canyon Widening project. Fund 280 has an increase of \$60,000 for CalRecycle grants. Cemetery Funds 300 and 301 are projected to increase by \$82,300 due to an increase in service activity.

For General Fund expenditures, staff is recommending a net increase of \$315,100 for a total expenditure budget of \$15,336,300. The Planning Department is increasing its budget by \$53,500. This is mainly to accommodate additional contract staff hours to support public services at City Hall. Private Development is also increasing \$200,000 to reflect the heightened level of development activity. The Code Enforcement Department is proposing an increase of \$33,000. Most of this is due to additional citation equipment and devices.

Other internal changes within the fund that are not salary-related include the allocation from the City Attorney's retainer budget to the various departments that utilized legal services during the first half of the year. This decreases the City Attorney's budget by \$168,400 and is spread across the various other departments to cover their legal expenditures. These adjustments have no net effect on the General Fund Balance.

For Other General Funds, American Rescue Plan Act (ARPA) Fund 115 is recommended to increase \$69,400 to cover Covid-19 related expenditures. For Measure AA, the only

change is an addition of \$205,400 for the Palomar/Clinton Keith Sidewalk capital project CIP059.

Non-General Fund expenditures are recommended to increase a net \$1,381,600 to total \$19,406,200. Most of this is due to changes in capital project expenditures. Fund 280 is increasing by \$60,000 for various grants relating to CalRecycle.

These proposed changes reflect the Administrative Services Department's efforts to provide accurate financial information to the public and City Council to assist with decision-making. No additional decision packages or position changes are being submitted to the Council at this time.

**FISCAL IMPACT:**

**MID-YEAR BUDGET REPORT:**

\$315,100 General Fund Revenue Net Increase  
\$315,100 General Fund Expenditures Net Increase  
No Net Change to Other General Fund Revenue  
\$274,800 Other General Fund Expenditures Net Increase  
\$1,478,400 Non-General Fund Revenue Net Increase  
\$1,381,600 Non-General Fund Expenditures Net Increase

Submitted by:  
Robert Howell  
Administrative Services Director

Approved by:  
Daniel York  
City Manager

**ATTACHMENTS:**

Resolution 2022-XX  
FY 2021-22 Mid-Year Budget Financial Reports and Proposed Adjustments

**RESOLUTION NO. 2022 - \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,**  
**CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2021-22 BUDGETED**  
**REVENUES AND EXPENSES**

**WHEREAS,** The City of Wildomar Biennial Budget for FY 2021-22 and FY 2022-23 was approved by the Wildomar City Council on June 9, 2021;

**WHEREAS,** The Wildomar City Council approved on June 30, 2021, the Authorized Position Schedules for FY 2021-22 and FY 2022-23;

**WHEREAS,** The City of Wildomar FY 2020-21 Budget was amended and approved by the Wildomar City Council on October 13, 2021

**WHEREAS,** changing economic conditions, program and service reviews require that the original approved budget and authorized position schedule be regularly monitored and updated: and

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Wildomar authorizes the amendment to the FY 2021-22 Budgets increasing the total amount of projected revenues to \$40,757,200 and total projected expenditures to \$40,302,900.

**PASSED, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of February 2022.

\_\_\_\_\_  
Ben J. Benoit  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_  
Janet Morales, CMC  
City Clerk



# Total City of Wildomar Budget Summary

FY 2021-22 Budget Review  
Mid-Year FY2021-22

	Beginning Fund Balance	Approved Revenues	Proposed Mid-Year Revenue Adjustments	Estimated Funds Available	Approved Appropriations	Proposed Mid-Year Expenditure Adjustments	Estimated Available Fund Balance
	6/30/2021	2021-22	2021-22	2021-22	2021-22	2021-22	6/30/2022
<b>General Fund</b>							
100 General Fund	\$ 2,404,172	\$ 14,894,700	\$ 315,100	\$ 17,613,972	\$ 15,021,500	\$ 315,100	\$ 2,277,372
110 Development Agreement	40,620	389,600	-	430,220	82,500	-	347,720
115 ARPA Fund	-	4,453,000	-	4,453,000	1,057,800	69,400	3,325,800
120 Measure AA	3,275,441	3,477,600	-	6,753,041	4,145,000	205,400	2,402,641
Total General Funds	5,720,233	23,214,900	315,100	29,250,233	20,306,800	589,900	8,353,533
<b>Non-General Funds</b>							
200 Gas Tax	(702,825)	952,500	-	249,675	936,200	-	(686,525)
201 Measure A	228,181	703,100	-	931,281	574,900	229,800	126,581
203 TDA Fund	-	575,000	-	575,000	575,000	-	-
210 AQMD	208,645	46,000	-	254,645	51,800	-	202,845
251 LLMD 89-1C	1,033,435	332,000	-	1,365,435	467,500	-	897,935
252 CSA-22	(90,517)	31,400	-	(59,117)	45,500	-	(104,617)
253 CSA-103	(277,893)	173,700	-	(104,193)	199,500	-	(303,693)
254 CSA-142	99,245	36,800	-	136,045	34,800	-	101,245
255 Measure Z Parks Fund	226,672	429,400	500	656,572	477,000	-	179,572
259 CFD 2017-1 DIF Deferral	21,238	89,300	-	110,538	83,800	-	26,738
260 CFD 2013-1 Maintenance	245,433	54,200	-	299,633	54,100	-	245,533
261 CFD 2013-1 Annex 1 Zone 3	340,962	61,500	-	402,462	61,500	8,000	332,962
262 CFD 2013-1 Annex 2 Zone 4	(2,186)	300	-	(1,886)	200	1,000	(3,086)
263 CFD 2013-1 Annex 3 Zone 5	164,160	40,700	-	204,860	40,600	-	164,260
264 CFD 2013-1 Annex 4 Zone 6	-	-	-	-	-	-	-
265 CFD 2013-1 Annex 5 Zone 7	-	-	-	-	-	-	-
266 CFD 2013-1 Annex 6 Zone 8	33,654	8,900	-	42,554	8,900	-	33,654
267 CFD 2013-1 Annex 7 Zone 9	51,012	11,100	-	62,112	11,100	-	51,012
268 CFD 2013-1 Annex 8 Zone 10	-	-	-	-	-	-	-
269 CFD 2013-1 Spec Tax B	197	126,100	-	126,297	17,300	-	108,997
270 CFD 2013-1 Zone 11	51,344	16,800	-	68,144	16,800	-	51,344
271 CFD 2013-1 Zone 13	2,220	1,200	-	3,420	1,100	-	2,320
272 CFD 2013-1 Zone 14	19,382	6,900	-	26,282	6,800	-	19,482
273 CFD 2013-1 Zone 15	25,693	16,500	-	42,193	16,500	-	25,693
274 CFD 2013-1 Zone 16	6,702	7,000	-	13,702	7,000	-	6,702
275 CFD 2013-1 Zone 17	-	-	-	-	-	-	-
276 CFD 2013-1 Zone 18	19,304	19,800	-	39,104	19,800	-	19,304
277 CFD 2013-1 Zone 19	14,692	15,700	-	30,392	15,600	-	14,792
278 CFD 2013-1 Zone 20	-	-	-	-	-	-	-
279 CFD 2013-1 Zone 21	-	2,400	-	2,400	2,400	-	-
280 Grants	(164,633)	315,000	60,000	210,367	240,400	60,000	(90,033)
281 SLESF	-	150,000	-	150,000	150,000	-	-
282 CDBG	(33,245)	35,000	-	1,755	32,500	-	(30,745)
283 PEG Grant	54,963	35,000	-	89,963	26,800	-	63,163
284 Streetlights	150,957	175,400	-	326,357	173,700	-	152,657
290 COVID-19	-	-	-	-	-	-	-
300 Cemetery	1,175,462	653,500	52,300	1,881,262	946,700	1,900	932,662
301 Cemetery Endowment	281,808	29,000	30,000	340,808	-	-	340,808
302 Cemetery CIP	16,137	50,000	-	66,137	50,000	-	16,137
410 Administrative Svs - Dif	(94,379)	4,600	-	(89,779)	15,000	-	(104,779)
420 Public Facilities - Dif	376,903	30,100	4,700	411,703	-	-	411,703
421 Police - Dif	515,996	17,800	2,800	536,596	-	-	536,596
422 Animal Shelter - Dif	(725,133)	19,600	-	(705,533)	48,800	-	(754,333)
423 Corporate Yard - Dif	(11,731)	6,200	1,000	(4,531)	-	-	(4,531)
430 Fire Facilities - Dif	727,266	34,500	5,400	767,166	-	-	767,166
440 Trans & Roads - Dif	3,123,035	242,100	192,600	3,557,735	1,732,400	-	1,825,335
450 Trans & Signals -Dif	507,657	31,500	22,100	561,257	534,100	-	27,157
451 Drainage - Dif	765,958	144,400	-	910,358	123,600	-	786,758
460 Park Land Acquisitions-Dif	(117,536)	46,800	-	(70,736)	-	-	(70,736)
461 Park Improvements-Dif	699,791	307,700	-	1,007,491	256,800	-	750,691
470 Community Center - Dif	315,050	37,200	-	352,250	-	-	352,250
480 Multi-purpose Trails - Dif	352,023	59,100	9,200	420,323	-	-	420,323
490 Library - Dif	52,617	-	-	52,617	19,000	-	33,617
500 RMRA Capital Projects	756,107	714,300	-	1,470,407	1,100,000	-	370,407
501 Capital Reinvestment	-	259,300	-	259,300	259,300	-	-
502 RCFC Fund	(77,489)	206,300	-	128,811	206,300	-	(77,489)
503 TUMF Fund	(529,305)	4,773,600	671,500	4,915,795	4,771,000	671,500	(526,705)
504 CMAQ Fund	-	-	-	-	-	-	-
505 MSRC Fund	-	-	-	-	-	-	-
506 HSIP Fund	(26,158)	65,000	16,900	55,742	65,000	-	(9,258)
507 Misc State Funded Projects	-	31,500	409,400	440,900	31,500	409,400	-
508 Local Capital Grants	(202,470)	3,516,000	-	3,313,530	3,516,000	-	(202,470)
Total Non-General Funds	\$ 9,608,405	\$ 15,748,800	\$ 1,478,400	\$ 26,835,605	\$ 18,024,600	\$ 1,381,600	\$ 7,429,405
<b>Total City Funds</b>	<b>\$ 15,328,638</b>	<b>\$ 38,963,700</b>	<b>\$ 1,793,500</b>	<b>\$ 56,085,838</b>	<b>\$ 38,331,400</b>	<b>\$ 1,971,500</b>	<b>\$ 15,782,938</b>
<b>Total Adjusted Revenue: \$ 40,757,200</b>							
<b>Total Adjusted Expenditures: \$ 40,302,900</b>							

**City of Wildomar**  
**Revenue Group Budget Report**  
**Mid-Year Report FY 2021/22**  
**July 1st, 2021 to December 31st, 2021**

<b>Account Number</b>	<b>Budget</b>	<b>6 Month Actuals</b>	<b>Remaining Budget</b>	<b>% Received</b>	<b>Requested Budget Change</b>	<b>Proposed Budget</b>
100 General Fund						
3100 Sales & Use Tax	2,413,100	915,170	1,497,930	38%	20,000	2,433,100
3104 Pass-Through Property Tax	175,000	-	175,000	0%	-	175,000
3105 Property Tax-Secured	4,304,700	1,375,327	2,929,373	32%	-	4,304,700
3106 Property Tax-Unsecured	186,600	187,226	(626)	100%	700	187,300
3107 Property Tax-Prior Year	126,700	-	126,700	0%	-	126,700
3108 Property Tax-HOPTR	43,800	6,183	37,617	14%	-	43,800
3109 Property Tax-Supplemental, SBE	68,600	-	68,600	0%	-	68,600
3110 Real Property Transfer Tax	193,800	132,636	61,164	68%	9,900	203,700
3113 Property Tax-Misc Adjustments	1,000	-	1,000	0%	-	1,000
3120 Franchise Fee-Solid Waste	380,000	128,699	251,301	34%	-	380,000
3121 Franchise Fee-Electricity	388,000	-	388,000	0%	-	388,000
3122 Franchise Fee-Gas	93,000	-	93,000	0%	-	93,000
3123 Franchise Fee Cable-Charter	180,000	48,573	131,427	27%	-	180,000
3124 Franchise Fee-Telecomm-Frontier	110,000	21,874	88,126	20%	-	110,000
3200 Business Registration Fee	50,000	24,302	25,698	49%	-	50,000
3201 NPDES Inspection Fee	8,000	1,950	6,050	24%	-	8,000
3210 Planning Fee	500	500	-	100%	-	500
3220 Cannabis Application Fee	96,000	30,875	65,125	32%	-	96,000
3221 Cannabis Regulatory Fee	214,000	86,164	127,836	40%	-	214,000
3230 Develop/Engineering Permit Fee	8,000	4,951	3,049	62%	-	8,000
3235 Encroachment Permit	92,900	40,978	51,922	44%	-	92,900
3240 Building & Safety Fee	350,000	211,797	138,203	61%	-	350,000
3244 MSHCP Admin Fee	2,700	-	2,700	0%	-	2,700
3250 Fire Fees	65,500	12,653	52,847	19%	-	65,500
3260 Private Development Fee - Pln & Bld	753,500	325,318	428,182	43%	150,000	903,500
3261 Development Engineering Fee	490,800	125,895	364,905	26%	50,000	540,800
3268 Code Enforcement Revenue	25,000	24,918	83	100%	20,000	45,000
3270 Fines & Forfeitures	55,000	16,446	38,554	30%	-	55,000
3271 AMR Fines	20,000	5,142	14,858	26%	-	20,000
3300 Abandoned Property Registration	1,000	100	900	10%	-	1,000
3310 Public Safety Revenue	16,000	7,421	8,579	46%	-	16,000
3320 Special Event Revenue	3,000	1,458	1,542	49%	-	3,000
3321 Community Room Rental Fee	500	100	400	20%	-	500
3324 RTA Bus Pass	200	60	140	30%	-	200
3500 Motor Vehicle License Fee	30,000	-	30,000	0%	-	30,000
3501 Vehicle License Fee Replacement SB130	2,960,000	-	2,960,000	0%	-	2,960,000
3525 SB90 State Mandated Cost Reimb	15,000	-	15,000	0%	-	15,000
3535 County/Special Dist. Reimb.	16,500	-	16,500	0%	-	16,500
3800 Interest Income	20,000	4,259	15,741	21%	-	20,000
3803 NSF Fees	100	-	100	0%	-	100
3810 Settlement Proceeds	-	59,028	(59,028)	0%	59,100	59,100
3848 Breakfast with Santa	2,000	1,687	314	84%	(300)	1,700
3850 Miscellaneous Income	15,000	1,916	13,084	13%	-	15,000
3852 Donations	600	3,020	(2,420)	503%	2,500	3,100
3856 Community Clean-Up Reimb.	-	3,143	(3,143)	0%	3,200	3,200
3900 Transfers In	723,300	-	723,300	0%	-	723,300
3903 DAERF Administrative Services Fees	200	-	200	0%	-	200
3960 Canyon Lake Building Services	195,100	-	195,100	0%	-	195,100
<b>Total General Fund</b>	<b>14,894,700</b>	<b>3,809,767</b>	<b>11,084,933</b>	<b>26%</b>	<b>315,100</b>	<b>15,209,800</b>



**City of Wildomar**  
**Revenue Group Budget Report**  
**Mid-Year Report FY 2021/22**  
**July 1st, 2021 to December 31st, 2021**

Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
110 Development Agreement						
3222 Cannabis Development Agreement Fee	142,000	-	142,000	0%		142,000
3232 Development Agreement Fee	247,500	-	247,500	0%		247,500
3800 Interest Income	100	-	100	0%		100
<b>Total Development Agreement</b>	<b>389,600</b>	<b>-</b>	<b>389,600</b>	<b>0%</b>	<b>-</b>	<b>389,600</b>
115 ARPA Fund						
3540 American Rescue Plan Act Revenue	4,453,000	4,452,984	16	100%	-	4,453,000
<b>Total ARPA Fund</b>	<b>4,453,000</b>	<b>4,452,984</b>	<b>16</b>	<b>100%</b>	<b>-</b>	<b>4,453,000</b>
120 Measure AA Fund						
3100 Sales & Use Tax	3,476,100	1,808,861	1,667,239	52%	-	3,476,100
3800 Interest Income	1,500	-	1,500	0%	-	1,500
<b>Total Measure AA Fund</b>	<b>3,477,600</b>	<b>1,808,861</b>	<b>1,668,739</b>	<b>52%</b>	<b>-</b>	<b>3,477,600</b>
200 Gas Tax						
3503 Gas Tax 2103	286,600	148,345	138,255	52%	-	286,600
3505 Gas Tax 2105	210,500	91,826	118,674	44%	-	210,500
3506 Gas Tax 2106	131,700	59,551	72,149	45%	-	131,700
3507 Gas Tax 2107	267,700	93,340	174,360	35%	-	267,700
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3900 Transfers In	50,000	-	50,000	0%	-	50,000
<b>Total Gas Tax</b>	<b>952,500</b>	<b>399,062</b>	<b>553,438</b>	<b>42%</b>	<b>-</b>	<b>952,500</b>
201 Measure A						
3520 Measure A Revenue	703,000	203,157	499,843	29%	-	703,000
3800 Interest Income	100	-	100	0%	-	100
<b>Total Measure A</b>	<b>703,100</b>	<b>203,157</b>	<b>499,943</b>	<b>29%</b>	<b>-</b>	<b>703,100</b>
203 TDA Fund						
3524 TDA Article 3 Rev	575,000	-	575,000	0%	-	575,000
<b>Total TDA Fund</b>	<b>575,000</b>	<b>-</b>	<b>575,000</b>	<b>0%</b>	<b>-</b>	<b>575,000</b>

**City of Wildomar**  
**Revenue Group Budget Report**  
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Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
210 AQMD						
3510 AQMD-AB2766	46,000	12,162	33,838	26%		46,000
<b>Total AQMD</b>	46,000	12,162	33,838	26%	-	46,000
251 LLMD 89-1C						
8181 Zone 181 Special Assessment	26,400	-	26,400	0%		26,400
8803 Zone 3 Special Assessment	107,700	-	107,700	0%		107,700
8818 Zone 18 STL Special Assessment	900	-	900	0%		900
8826 Zone 26 STL Special Assessment	1,200	-	1,200	0%		1,200
8827 Zone 27 STL Special Assessment	1,400	-	1,400	0%		1,400
8829 Zone 29 Special Assessment	1,100	-	1,100	0%		1,100
8830 Zone 30 Special Assessment	33,900	-	33,900	0%		33,900
8835 Zone 35 STL Special Assessment	100	-	100	0%		100
8842 Zone 42 Special Assessment	36,000	-	36,000	0%		36,000
8850 Zone 50 STL Special Assessment	400	-	400	0%		400
8851 Zone 51 Special Assessment	8,500	-	8,500	0%		8,500
8852 Zone 52 Special Assessment	68,600	-	68,600	0%		68,600
8859 Zone 59 Special Assessment	5,400	-	5,400	0%		5,400
8862 Zone 62 Special Assessment	18,400	-	18,400	0%		18,400
8867 Zone 67 Special Assessment	7,900	-	7,900	0%		7,900
8870 Zone 70 STL Special Assessment	1,300	-	1,300	0%		1,300
8871 Zone 71 Special Assessment	11,400	-	11,400	0%	-	11,400
8872 Zone 71 Spec. Assess-Lighting	500	-	500	0%		500
8873 Zone 73 STL Special Assessment	900	-	900	0%		900
<b>Total LLMD 89-1C</b>	332,000	-	332,000	0%	-	332,000

**City of Wildomar**  
**Revenue Group Budget Report**  
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<u>Account Number</u>	<u>Budget</u>	<u>6 Month Actuals</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Requested Budget Change</u>	<u>Proposed Budget</u>
252 CSA-22						
3550 Special Assessment	31,400	-	31,400	0%		31,400
<b>Total CSA-22</b>	<b>31,400</b>	<b>-</b>	<b>31,400</b>	<b>0%</b>	<b>-</b>	<b>31,400</b>
253 CSA-103						
3557 Special Assessment - Street Lights	151,100	-	151,100	0%		151,100
3558 Special Assessment - Landscape	22,600	-	22,600	0%		22,600
<b>Total CSA-103</b>	<b>173,700</b>	<b>-</b>	<b>173,700</b>	<b>0%</b>	<b>-</b>	<b>173,700</b>
254 CSA-142						
3550 Special Assessment	36,800	-	36,800	0%		36,800
<b>Total CSA-142</b>	<b>36,800</b>	<b>-</b>	<b>36,800</b>	<b>0%</b>	<b>-</b>	<b>36,800</b>
255 Measure Z Park						
3320 Special Event Revenue	26,400	5,703	20,697	22%		26,400
3550 Special Assessment	392,700	-	392,700	0%		392,700
3553 Marna O'Brien Park-Facility Rent	10,000	5,952	4,048	60%		10,000
3555 Windsong Park-Facility Rent	100	5	95	5%		100
3800 Interest Income	200	-	200	0%		200
3852 Donations	-	500	(500)	0%	500	500
<b>Total Measure Z Park</b>	<b>429,400</b>	<b>12,160</b>	<b>417,240</b>	<b>3%</b>	<b>500</b>	<b>429,900</b>
259 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	-	89,300	0%		89,300
<b>Total CFD 2017-1</b>	<b>89,300</b>	<b>-</b>	<b>89,300</b>	<b>0%</b>	<b>-</b>	<b>89,300</b>
260 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	33,200	-	33,200	0%		33,200
3552 Special Assessment Tax - Zone 2	21,000	-	21,000	0%		21,000
<b>Total CFD 2013-1</b>	<b>54,200</b>	<b>-</b>	<b>54,200</b>	<b>0%</b>	<b>-</b>	<b>54,200</b>

**City of Wildomar**  
**Revenue Group Budget Report**  
**Mid-Year Report FY 2021/22**  
**July 1st, 2021 to December 31st, 2021**

<u>Account Number</u>	<u>Budget</u>	<u>6 Month Actuals</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Requested Budget Change</u>	<u>Proposed Budget</u>
261 CFD 2013-1 Annex 1 Zn 3						
3551 Special Assessment Tax A- Maintenance	61,500	-	61,500	0%		61,500
<b>Total</b> CFD 2013-1 Annex 1 Zn 3	61,500	-	61,500	0%	-	61,500
262 CFD 2013-1 Annex 2 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	-	300	0%		300
<b>Total</b> CFD 2013-1 Annex 2 Zn 4	300	-	300	0%	-	300
263 CFD 2013-1 Annex 3 Zn5						
3551 Special Assessment Tax A- Maintenance	40,700	-	40,700	0%		40,700
<b>Total</b> CFD 2013-1 Annex 3 Zn5	40,700	-	40,700	0%	-	40,700
266 CFD 2013-1 Annex 6 Zn8						
3551 Special Assessment Tax A- Maintenance	8,900	-	8,900	0%		8,900
<b>Total</b> CFD 2013-1 Annex 6 Zn8	8,900	-	8,900	0%	-	8,900
267 CFD 2013-1 Annex 7 Zn9						
3551 Special Assessment Tax A- Maintenance	11,100	-	11,100	0%		11,100
<b>Total</b> CFD 2013-1 Annex 7 Zn9	11,100	-	11,100	0%	-	11,100

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<u>Account Number</u>	<u>Budget</u>	<u>6 Month Actuals</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Requested Budget Change</u>	<u>Proposed Budget</u>
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	126,100	-	126,100	0%		126,100
<b>Total</b> CFD 2013-1 Special Tax B	126,100	-	126,100	0%	-	126,100
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	16,800	-	16,800	0%		16,800
<b>Total</b> CFD 2013-1 Zn11	16,800	-	16,800	0%	-	16,800
271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,200	-	1,200	0%		1,200
<b>Total</b> CFD 2013-1 Zn13	1,200	-	1,200	0%	-	1,200
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	6,900	-	6,900	0%		6,900
<b>Total</b> CFD 2013-1 Zn14	6,900	-	6,900	0%	-	6,900
273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	16,500	-	16,500	0%		16,500
<b>Total</b> CFD 2013-1 Zn15	16,500	-	16,500	0%	-	16,500
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	7,000	-	7,000	0%		7,000
<b>Total</b> CFD 2013-1 Zn16	7,000	-	7,000	0%	-	7,000
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	19,800	-	19,800	0%		19,800
<b>Total</b> CFD 2013-1 Zn18	19,800	-	19,800	0%	-	19,800
277 CFD 2013-1 Zn19						
3551 Special Assessment Tax A- Maintenance	15,700	-	15,700	0%		15,700
<b>Total</b> CFD 2013-1 Zn19	15,700	-	15,700	0%	-	15,700

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279 CFD 2013-1 Zn21						
3551 Special Assessment Tax A- Maintenance	2,400	-	2,400	0%		2,400
<b>Total CFD 2013-1 Zn21</b>	<b>2,400</b>	<b>-</b>	<b>2,400</b>	<b>0%</b>	<b>-</b>	<b>2,400</b>
280 Grants						
3540 Grant Revenue	315,000	-	315,000	0%	60,000	375,000
<b>Total Grants</b>	<b>315,000</b>	<b>-</b>	<b>315,000</b>	<b>0%</b>	<b>60,000</b>	<b>375,000</b>
281 SLESF						
3521 SLESF Revenue	150,000	94,618	55,382	63%	-	150,000
<b>Total SLESF</b>	<b>150,000</b>	<b>94,618</b>	<b>55,382</b>	<b>63%</b>	<b>-</b>	<b>150,000</b>
282 CDBG						
3540 Grant Revenue	35,000	-	35,000	0%		35,000
<b>Total CDBG</b>	<b>35,000</b>	<b>-</b>	<b>35,000</b>	<b>0%</b>	<b>-</b>	<b>35,000</b>
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	35,000	9,715	25,285	28%		35,000
<b>Total PEG</b>	<b>35,000</b>	<b>9,715</b>	<b>25,285</b>	<b>28%</b>	<b>-</b>	<b>35,000</b>
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	173,900	-	173,900	0%	-	173,900
3800 Interest Income	1,500	-	1,500	0%	-	1,500
<b>Total Streetlight</b>	<b>175,400</b>	<b>-</b>	<b>175,400</b>	<b>0%</b>	<b>-</b>	<b>175,400</b>

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300 Cemetery						
3104 RPTTF Redevelopment Property Tax	21,000	-	21,000	0%		21,000
3105 Property Tax-Secured	509,200	166,945	342,255	33%		509,200
3106 Property Tax-Unsecured	22,500	22,727	(227)	101%	300	22,800
3107 Property Tax-Prior Year	3,500	-	3,500	0%		3,500
3108 Property Tax-HOPTR	5,300	751	4,549	14%		5,300
3109 Property Tax-Supplemental, SBE	13,400	-	13,400	0%		13,400
3111 Property Tax-Teeter	9,800	-	9,800	0%		9,800
3113 Property Tax-Misc Adjustments	200	-	200	0%		200
3800 Interest Income	1,500	-	1,500	0%		1,500
3850 Miscellaneous Income	100	-	100	0%		100
4100 Cemetery - Plots	32,000	48,300	(16,300)	151%	50,000	82,000
4101 Cemetery - Vaults	7,000	5,700	1,300	81%		7,000
4102 Cemetery - Niche Walls	1,000	-	1,000	0%		1,000
4103 Cemetery - Open/Close	16,000	11,250	4,750	70%		16,000
4104 Cemetery - Setting fees	3,000	2,455	545	82%		3,000
4105 Cemetery - Out of District	6,000	7,500	(1,500)	125%	2,000	8,000
4106 Cemetery - Vases	1,000	700	300	70%		1,000
4107 Saturday Service Fees	1,000	636	364	64%		1,000
<b>Total Cemetery</b>	<b>653,500</b>	<b>266,963</b>	<b>386,537</b>	<b>41%</b>	<b>52,300</b>	<b>705,800</b>
301 Cemetery Endowment						
3536 Endowment	25,000	34,000	(9,000)	136%	30,000	55,000
3800 Interest Income	4,000	1,322	2,678	33%		4,000
3801 Gain or Loss on Investment	-	(987)	987	0%		-
<b>Total Cemetery Endowment</b>	<b>29,000</b>	<b>34,335</b>	<b>(5,335)</b>	<b>118%</b>	<b>30,000</b>	<b>59,000</b>
302 Cemetery CIP						
3900 Transfer In	50,000	-	50,000	0%	-	50,000
<b>Total Cemetery CIP</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>0%</b>	<b>-</b>	<b>50,000</b>

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<u>Account Number</u>	<u>Budget</u>	<u>6 Month Actuals</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Requested Budget Change</u>	<u>Proposed Budget</u>
410 Admin DIF						
3561 DIF-Single Family Residence	4,600	106	4,494	2%		4,600
<b>Total Admin DIF</b>	4,600	106	4,494	2%	-	4,600
420 Public Facilities DIF						
3561 DIF-Single Family Residence	30,100	8,448	21,652	28%		30,100
3563 DIF-Commercial	-	4,645	(4,645)	0%	4,700	4,700
<b>Total Public Facilities DIF</b>	30,100	13,093	17,007	43%	4,700	34,800
421 Police DIF						
3561 DIF-Single Family Residence	17,800	5,725	12,075	32%		17,800
3563 DIF-Commercial	-	2,755	(2,755)	0%	2,800	2,800
<b>Total Police DIF</b>	17,800	8,480	9,320	48%	2,800	20,600
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	19,600	7,238	12,362	37%		19,600
<b>Total Animal Shelter DIF</b>	19,600	7,238	12,362	37%	-	19,600
423 Corp Yard DIF						
3561 DIF-Single Family Residence	6,200	-	6,200	0%		6,200
3563 DIF-Commercial	-	954	(954)	0%	1,000	1,000
<b>Total Corp Yard DIF</b>	6,200	954	5,246	15%	1,000	7,200



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430 Fire Facilities DIF						
3561 DIF-Single Family Residence	34,500	11,097	23,403	32%		34,500
3563 DIF-Commercial	-	5,311	(5,311)	0%	5,400	5,400
<b>Total Fire Facilities DIF</b>	<b>34,500</b>	<b>16,408</b>	<b>18,092</b>	<b>48%</b>	<b>5,400</b>	<b>39,900</b>
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	242,100	77,879	164,221	32%		242,100
3563 DIF-Commercial	-	192,581	(192,581)	0%	192,600	192,600
<b>Total Trans-Roads DIF</b>	<b>242,100</b>	<b>270,461</b>	<b>(28,361)</b>	<b>112%</b>	<b>192,600</b>	<b>434,700</b>
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	31,500	10,174	21,326	32%		31,500
3563 DIF-Commercial	-	22,002	(22,002)	0%	22,100	22,100
<b>Total Trans-Signals DIF</b>	<b>31,500</b>	<b>32,176</b>	<b>(676)</b>	<b>102%</b>	<b>22,100</b>	<b>53,600</b>
451 Drainage DIF						
3561 DIF-Single Family Residence	144,400	30,382	114,018	21%		144,400
<b>Total Drainage DIF</b>	<b>144,400</b>	<b>30,382</b>	<b>114,018</b>	<b>21%</b>	<b>-</b>	<b>144,400</b>

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460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	46,800	15,056	31,744	32%		46,800
<b>Total</b> Park Land Acquisition DIF	46,800	15,056	31,744	32%	-	46,800
461 Park Improvements DIF						
3561 DIF-Single Family Residence	307,700	86,372	221,328	28%		307,700
<b>Total</b> Park Improvements DIF	307,700	86,372	221,328	28%	-	307,700
470 Community Ctr DIF						
3561 DIF-Single Family Residence	37,200	12,045	25,155	32%		37,200
<b>Total</b> Community Ctr DIF	37,200	12,045	25,155	32%	-	37,200
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	59,100	19,016	40,084	32%		59,100
3563 DIF-Commercial	-	9,111	(9,111)	0%	9,200	9,200
<b>Total</b> Multipurpose Trails DIF	59,100	28,126	30,974	48%	9,200	68,300
490 Library DIF						
3900 Transfers In	-	1,098	(1,098)	0%		-
<b>Total</b> Library DIF	-	1,098	(1,098)	0%	-	-
500 RMRA Capital Projects						
3540 RMRA Revenue	714,300	252,880	461,420	35%		714,300
<b>Total</b> RMRA Capital Projects	714,300	252,880	461,420	35%	-	714,300
501 Capital Reinvestment						
3541 EVMWD Reimb. Payments	59,300	-	59,300	0%	-	59,300
3900 Transfer In	200,000	-	200,000	0%		200,000
<b>Total</b> Capital Reinvestment	259,300	-	259,300	0%	-	259,300
502 RCFC Fund						
3540 Grant Revenue	206,300	-	206,300	0%		206,300
<b>Total</b> RCFC	206,300	-	206,300	0%	-	206,300
503 TUMF Fund						
3540 Grant Revenue	4,773,600	111,925	4,661,675	2%	671,500	5,445,100
<b>Total</b> TUMF	4,773,600	111,925	4,661,675	2%	671,500	5,445,100
506 HSIP Fund						
3540 Grant Revenue	-	16,852	(16,852)	0%	16,900	16,900
3900 Transfers In	65,000	-	65,000	0%		65,000
<b>Total</b> HSIP	65,000	16,852	48,148	26%	16,900	81,900
507 Misc State Funded Projects						

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3540	Grant Revenue	31,500	-	31,500	0%	409,400	440,900
	<b>Total</b> Misc State Funded Projects	31,500	-	31,500	0%	409,400	440,900
508 Local Capital grants-Misc							
3540	Grant Revenue	3,516,000	-	3,516,000	0%		3,516,000
	<b>Total</b> Local Capital Grants-Misc	3,516,000	-	3,516,000	0%	-	3,516,000
<b>Total</b>		<b>\$ 38,963,700</b>	<b>\$ 12,007,437</b>	<b>\$ 26,956,263</b>	<b>31%</b>	<b>1,793,500</b>	<b>\$ 40,757,200</b>

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<b>Fund</b>	<b>Budget</b>	<b>6 Month Actual Expenditure</b>	<b>Remaining Budget</b>	<b>Percent Used</b>	<b>Requested Budget Change</b>	<b>Proposed Budget</b>
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**General Fund**

**100 General Fund**

**General Government**

City Council	\$ 282,800	\$ 109,077	\$ 173,723	39%	\$ 37,700	\$ 320,500
City Manager	571,800	232,205	339,595	41%	66,200	638,000
City Clerk	282,000	89,513	192,487	32%	-	282,000
City Attorney	272,800	22,502	250,298	8%	(168,400)	104,400
Economic Development	316,800	95,468	221,332	30%	-	316,800
Administrative Services	692,300	285,797	406,503	41%	27,500	719,800
Human Resources	110,300	59,213	51,087	54%	27,600	137,900
Community Services	69,100	13,227	55,873	19%	-	69,100
O'Brien Park	1,500	-	1,500	0%	-	1,500
Ball Fields	23,700	5,722	17,978	24%	-	23,700
11 Acre Park	900	-	900	0%	-	900
27 Acre Park	2,000	382	-	19%	400	2,400
Non-Departmental/Facilities	1,237,400	378,632	858,768	31%	29,700	1,267,100
<b>General Government Total</b>	<b>3,863,400</b>	<b>1,291,738</b>	<b>2,571,662</b>	<b>33%</b>	<b>20,700</b>	<b>3,884,100</b>

**Community Development**

Community Development Administration	187,200	29,228	157,972	16%	-	187,200
Planning Commission	17,100	7,998	9,102	47%	(3,500)	13,600
Building and Safety	617,400	208,441	408,959	34%	-	617,400
Planning	264,600	116,842	147,758	44%	53,500	318,100
Private Development (Incl. Cannabis)	275,400	295,567	(20,167)	107%	200,000	475,400
Development Engineering	558,100	182,383	375,717	33%	-	558,100
Cannabis Compliance	77,400	349	77,051	0%	-	77,400
Code Enforcement	391,900	193,067	198,833	49%	33,000	424,900
<b>Community Development Total</b>	<b>2,389,100</b>	<b>1,033,874</b>	<b>1,355,226</b>	<b>43%</b>	<b>283,000</b>	<b>2,672,100</b>

**Public Works/Engineering**

	<b>664,100</b>	<b>107,183</b>	<b>556,917</b>	<b>16%</b>	<b>10,900</b>	<b>675,000</b>
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**Public Safety**

Office of Emergency Mgmt	25,100	-	25,100	0%	-	25,100
Police	5,319,700	1,114,433	4,205,267	21%	-	5,319,700
Fire	2,264,500	479,567	1,784,934	21%	-	2,264,500
Animal Control	495,600	225,927	269,673	46%	500	496,100
<b>Public Safety Total</b>	<b>8,104,900</b>	<b>1,819,926</b>	<b>6,284,974</b>	<b>22%</b>	<b>500</b>	<b>8,105,400</b>
<b>100 General Fund Total</b>	<b>15,021,500</b>	<b>4,252,721</b>	<b>10,768,779</b>	<b>28%</b>	<b>\$ 315,100</b>	<b>15,336,600</b>

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<b>110 Development Agreement</b>						
Bundy Canyon/Sellers Traffic Signal CIP077	82,500	-	82,500	0%	-	82,500
<b>Total Development Agreement</b>	<b>82,500</b>	<b>-</b>	<b>82,500</b>	<b>0%</b>	<b>-</b>	<b>82,500</b>
<b>115 American Rescue Plan Act</b>						
General Government	838,000	149,388	688,612	18%	62,600	900,600
Public Works	-	5,785	(5,785)	0%	6,500	6,500
Public Safety	215,800	29,540	186,260	14%	-	215,800
Cemetery	4,000	2,260	1,740	56%	300	4,300
<b>Total ARPA</b>	<b>1,057,800</b>	<b>186,973</b>	<b>870,827</b>	<b>18%</b>	<b>69,400</b>	<b>1,127,200</b>
<b>120 Measure AA</b>						
Public Works/Engineering	500,000	159,416	340,584	32%	-	500,000
Palomar/Clinton Keith Sidewalk CIP059	26,000	-	26,000	0%	205,400	231,400
Right-of-Way Enhancement Program CIP066	100,000	-	100,000	0%	-	100,000
Bundy/Sellers Traffic Signal CIP077	30,400	-	30,400	0%	-	30,400
Bundy/Monte Vista Traffic Signal CIP078	133,600	-	133,600	0%	-	133,600
Monte Vista/Wall at Line C Basin CIP079	25,000	2,205	22,795	9%	-	25,000
New Fire Station Site Planning CIP093	50,000	-	50,000	0%	-	50,000
Palomar Widening CIP028-2	115,000	-	115,000	0%	-	115,000
Auditing/Admin Services	2,800	-	2,800	0%	-	2,800
Non-Departmental/City Facilities	100	52	48	52%	-	100
Bundy Canyon/Scott Road Widening	274,500	1,434	273,066	1%	-	274,500
Slurry Seal	200,000	200,000	-	100%	-	200,000
Code Enforcement	126,300	3,249	123,051	3%	-	126,300
Police	886,300	183,848	702,452	21%	-	886,300
Fire	1,518,000	338,840	1,179,160	22%	-	1,518,000
Community Services-Homeless Program	157,000	42,065	114,935	27%	-	157,000
<b>Total Measure AA</b>	<b>4,145,000</b>	<b>931,109</b>	<b>3,213,891</b>	<b>22%</b>	<b>205,400</b>	<b>4,350,400</b>
<b>All General Funds Total:</b>	<b>20,306,800</b>	<b>5,370,803</b>	<b>14,935,997</b>	<b>26%</b>	<b>589,900</b>	<b>20,896,700</b>

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## Non-General Funds

### 200-GAS TAX

Public Works/Engineering	936,200	247,280	688,920	26%	-	936,200
<b>Total Gas Tax</b>	<b>936,200</b>	<b>247,280</b>	<b>688,920</b>	<b>26%</b>	<b>-</b>	<b>936,200</b>

### 201-MEASURE A

Public Works/Engineering	574,900	145,578	429,322	25%	229,800	804,700
<b>Total Measure A</b>	<b>574,900</b>	<b>145,578</b>	<b>429,322</b>	<b>25%</b>	<b>229,800</b>	<b>804,700</b>

### 203 TDA

Palomar/Clinton Keith Sidewalk & Bike Trail CIP059	275,000	-	275,000	0%	-	275,000
Bundy Canyon Sidewalk & Bike Lane CIP092	300,000	-	300,000	0%	-	300,000
<b>Total TDA</b>	<b>575,000</b>	<b>-</b>	<b>575,000</b>	<b>0%</b>	<b>-</b>	<b>575,000</b>

### 210 AQMD

Public Works/Engineering	6,800	-	6,800	0%	-	6,800
Right-of-Way Enhancement Program CIP066	45,000	-	45,000	0%	-	45,000
<b>Total AQMD</b>	<b>51,800</b>	<b>-</b>	<b>51,800</b>	<b>0%</b>	<b>-</b>	<b>51,800</b>

### 251 LLMD 89-1C

General Government	-	1,012	(1,012)	0%	-	-
Public Works/Engineering	-	6,146	(6,146)	0%	-	-
Zone 3 Landscaping	116,200	46,104	70,096	40%	-	116,200
Zone 18	600	-	600	0%	-	600
Zone 26	700	-	700	0%	-	700
Zone 27	1,300	179	1,121	14%	-	1,300
Zone 29	1,400	408	992	29%	-	1,400
Zone 30	15,100	3,253	11,847	22%	-	15,100
Zone 35	300	-	300	0%	-	300
Zone 42	29,800	11,133	18,667	37%	-	29,800
Zone 50	300	-	300	0%	-	300
Zone 51	11,600	1,921	9,679	17%	-	11,600
Zone 52	14,800	3,125	11,675	21%	-	14,800
Zone 59 Streetlights	2,200	155	2,045	7%	-	2,200
Zone 59 Landscape	700	375	325	54%	-	700
Zone 62	14,400	2,165	12,235	15%	-	14,400
Zone 67	4,100	492	3,608	12%	-	4,100
Zone 70	600	-	600	0%	-	600
Zone 71 Streetlights	300	-	300	0%	-	300
Zone 71 Landscape	4,500	1,970	2,530	44%	-	4,500
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 181 Streetlights	1,600	251	1,349	16%	-	1,600
Zone 181 Landscape	4,500	456	4,044	10%	-	4,500
CIP091 Catch Basin Retrofit Project	242,000	525	241,475	0%	-	242,000
<b>LLMD 89-1C Total</b>	<b>467,500</b>	<b>79,668</b>	<b>387,832</b>	<b>17%</b>	<b>-</b>	<b>467,500</b>

### 252 CSA-22

Street Lights	45,500	5,390	40,110	12%	-	45,500
<b>CSA-22</b>	<b>45,500</b>	<b>5,390</b>	<b>40,110</b>	<b>12%</b>	<b>-</b>	<b>45,500</b>

**CITY OF WILDOMAR**  
**Expenditure Status Report**  
**Mid-Year FY 2021-22**  
**July 1, 2021 to December 31, 2021**

Fund		Budget	6 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
<b>253 - CSA 103</b>							
	Landscape & Drainage	19,200	5,454	13,746	28%	-	19,200
	Street Lights	180,300	19,622	160,678	11%	-	180,300
	<b>CSA-103</b>	<b>199,500</b>	<b>25,076</b>	<b>174,424</b>	<b>13%</b>	<b>-</b>	<b>199,500</b>
<b>254 - CSA 142</b>							
	Public Works	3,100	-	3,100	0%	-	3,100
	Street Lights	31,700	3,468	28,232	11%	-	31,700
	<b>CSA-142</b>	<b>34,800</b>	<b>3,468</b>	<b>31,332</b>	<b>10%</b>	<b>-</b>	<b>34,800</b>
<b>255 Measure Z - Parks</b>							
	Community Services	85,400	24,417	60,983	29%	-	85,400
	City Manager	17,600	7,293	10,307	41%	-	17,600
	City Clerk	9,200	3,835	5,365	42%	-	9,200
	O'Brien Park	210,200	78,544	131,656	37%	-	210,200
	Heritage Park	66,500	17,911	48,589	27%	-	66,500
	Windsong Park	67,200	20,789	46,411	31%	-	67,200
	Malaga Park	20,900	6,104	14,796	29%	-	20,900
	<b>Total Measure Z Park</b>	<b>477,000</b>	<b>158,893</b>	<b>318,107</b>	<b>33%</b>	<b>-</b>	<b>477,000</b>
<b>CFD's</b>							
259	CFD 20171 DIF Deferral	83,800	1,458	82,342	2%	-	83,800
260	CFD 2013-1 Maintenance	54,100	20,846	33,254	39%	-	54,100
261	CFD 2013-1 Annex 1 Zone 3	61,500	2,912	58,588	5%	8,000	69,500
262	CFD 2013-1 Annex 2 Zone 4	200	492	(292)	246%	1,000	1,200
263	CFD 2013-1 Annex 3 Zone 5	40,600	1,811	38,789	4%	-	40,600
266	CFD 2013-1 Annex 6 Zone 8	8,900	604	8,296	7%	-	8,900
267	CFD 2013-1 Annex 7 Zone 9	11,100	-	11,100	0%	-	11,100
269	CFD 2013-1 Spec Tax B	17,300	-	17,300	0%	-	17,300
270	CFD 2013-1 Zone 11	16,800	265	16,535	2%	-	16,800
271	CFD 2013-1 Zone 13	1,100	-	1,100	0%	-	1,100
272	CFD 2013-1 Zone 14	6,800	-	6,800	0%	-	6,800
273	CFD 2013-1 Zone 15	16,500	-	16,500	0%	-	16,500
274	CFD 2013-1 Zone 16	7,000	-	7,000	0%	-	7,000
276	CFD 2013-1 Zone 18	19,800	-	19,800	0%	-	19,800
277	CFD 2013-1 Zone 19	15,600	-	15,600	0%	-	15,600
279	CFD 2013-1 Zone 21	2,400	-	2,400	0%	-	2,400
	<b>Total CFD's</b>	<b>363,500</b>	<b>28,388</b>	<b>335,112</b>	<b>8%</b>	<b>9,000</b>	<b>372,500</b>
<b>280-Grants</b>							
280-430	Housing Element Study 2020/21	131,200	-	131,200	0%	-	131,200
280-xxx	CalRecycle SB1383 Grant	-	-	-	-	50,000	50,000
280-962	CalRecycle CCPP Grant	-	-	-	0%	10,000	10,000
280-965	BEYOND Grant	-	3,500	(3,500)	0%	-	-
280-990	Multi-Family Design Guidelines	16,300	-	16,300	0%	-	16,300
280-991	Zoning Consistency Program	92,900	24,343	68,557	26%	-	92,900
	<b>Total Grants</b>	<b>240,400</b>	<b>27,843</b>	<b>212,557</b>	<b>12%</b>	<b>60,000</b>	<b>300,400</b>
<b>281-SLESF-COPS Grant</b>							
		150,000	-	150,000	0%	-	150,000
	<b>SLESF</b>	<b>150,000</b>	<b>-</b>	<b>150,000</b>	<b>0%</b>	<b>-</b>	<b>150,000</b>
<b>282-CDBG</b>							
	Sedco Sidewalk Improvement III	32,500	1,580	30,920	5%	-	32,500
	<b>CDBG</b>	<b>32,500</b>	<b>1,580</b>	<b>30,920</b>	<b>5%</b>	<b>-</b>	<b>32,500</b>

**CITY OF WILDOMAR**  
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<b>Fund</b>	<b>Budget</b>	<b>6 Month Actual Expenditure</b>	<b>Remaining Budget</b>	<b>Percent Used</b>	<b>Requested Budget Change</b>	<b>Proposed Budget</b>
<b>283 PEG Grant</b>						
Services and Equipment	26,800	1,000	25,800	4%	-	26,800
<b>Total PEG Grant</b>	<b>26,800</b>	<b>1,000</b>	<b>25,800</b>	<b>4%</b>	<b>-</b>	<b>26,800</b>
<b>284 Streetlight</b>						
Public Works	173,700	-	173,700	0%	-	173,700
<b>Total Streetlight Fund</b>	<b>173,700</b>	<b>-</b>	<b>173,700</b>	<b>0%</b>	<b>-</b>	<b>173,700</b>
<b>290 COVID-19</b>						
General	-	2,450	(2,450)		-	-
<b>Total COVID-19 Fund</b>	<b>-</b>	<b>2,450</b>	<b>(2,450)</b>	<b>0%</b>	<b>-</b>	<b>-</b>
<b>300 Cemetery</b>						
Cemetery	946,700	249,799	696,901	26%	1,900	948,600
<b>Cemetery</b>	<b>946,700</b>	<b>249,799</b>	<b>696,901</b>	<b>26%</b>	<b>1,900</b>	<b>948,600</b>
<b>302-Cemetery Capital Improvement Projects</b>						
Cemetery Frontage Improvements CIP067-1	50,000	12,755	37,245	26%	-	50,000
<b>Cemetery CIP</b>	<b>50,000</b>	<b>12,755</b>	<b>37,245</b>	<b>26%</b>	<b>-</b>	<b>50,000</b>
<b>410-Admin DIF</b>						
Total Admin DIF	15,000	11,017	3,983	73%	-	15,000
<b>Total Admin DIF</b>	<b>15,000</b>	<b>11,017</b>	<b>3,983</b>	<b>73%</b>	<b>-</b>	<b>15,000</b>
<b>422-Animal Shelter DIF</b>						
Total Animal Shelter DIF	48,800	-	48,800	0%	-	48,800
<b>Total Animal Shelter DIF</b>	<b>48,800</b>	<b>-</b>	<b>48,800</b>	<b>0%</b>	<b>-</b>	<b>48,800</b>
<b>440-Trans-Road DIF</b>						
Total Trans - Road DIF	1,732,400	81,750	1,650,650	5%	-	1,732,400
<b>Total Trans - Road DIF</b>	<b>1,732,400</b>	<b>81,750</b>	<b>1,650,650</b>	<b>5%</b>	<b>-</b>	<b>1,732,400</b>
<b>450- Trans -Signals DIF</b>						
Bundy Canyon/Orchard St. Traffic Signal CIP075	36,000	-	36,000	0%	-	36,000
Bundy Canyon/Sellers TS CIP 077	276,100	-	276,100	0%	-	276,100
Bundy Canyon/Monte Vista TS CIP 078	222,000	-	222,000	0%	-	222,000
<b>Total Trans - Signals DIF</b>	<b>534,100</b>	<b>-</b>	<b>534,100</b>	<b>0%</b>	<b>-</b>	<b>534,100</b>
<b>451- Drainage DIF</b>						
Storm Drain Line F Extension CIP039	123,600	-	123,600	0%	-	123,600
Bundy Canyon Rd. Widening CIP026	-	17,330	(17,330)		-	-
<b>Total Drainage DIF</b>	<b>123,600</b>	<b>17,330</b>	<b>106,270</b>	<b>14%</b>	<b>-</b>	<b>123,600</b>
<b>461- Park Improvements DIF</b>						
New 27 Acre Park	256,800	24,652	232,149	10%	-	256,800
<b>Total Park Improvement DIF</b>	<b>256,800</b>	<b>24,652</b>	<b>232,149</b>	<b>10%</b>	<b>-</b>	<b>256,800</b>
<b>490-Library DIF</b>						
Total Library DIF	19,000	774	18,226	4%	-	19,000
<b>Total Library DIF</b>	<b>19,000</b>	<b>774</b>	<b>18,226</b>	<b>0%</b>	<b>-</b>	<b>19,000</b>



**CITY OF WILDOMAR**  
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<b>500-RMRA Capital Projects</b>						
500-057 Pavement Rehab Program CIP057	930,000	335,462	594,538	36%	-	930,000
500-060 Lemon St Drainage and Pavement CIP060	170,000	-	170,000	0%	-	170,000
<b>Total RMRA Capital Projects</b>	<b>1,100,000</b>	<b>335,462</b>	<b>764,538</b>	<b>30%</b>	<b>-</b>	<b>1,100,000</b>
<b>501-Capital Reinvestment</b>						
501-410 ERP Replacement	200,000	-	-	0%	-	200,000
501-909 Bundy Canyon EVMWD Reimbursement	59,300	10,396	-	0%	-	59,300
<b>Total Capital Reinvestment</b>	<b>259,300</b>	<b>10,396</b>	<b>248,904</b>	<b>4%</b>	<b>-</b>	<b>259,300</b>
<b>502-Riverside County Fund Control (RCFC) - Local</b>						
502-039 Line F Extension CIP039	206,300	157,480	48,820	76%	-	206,300
<b>Total RCFC</b>	<b>206,300</b>	<b>157,480</b>	<b>48,820</b>	<b>76%</b>	<b>-</b>	<b>206,300</b>
<b>503-Transformation Uniform Mitigation Fee (TUMF) - Local</b>						
503-001 Palomar/Clinton Keith Bike Path CIP059	724,800	47,532	677,268	7%	671,500	1,396,300
503-039 Line F Extension CIP039	81,900	-	81,900	0%	-	81,900
503-909 Bundy Canyon/Scott Rd Widen CIP026	1,462,200	200,075	1,262,125	14%	-	1,462,200
503-070 Bundy Canyon/I-15 Interchange Study CIP070	512,300	-	512,300	0%	-	512,300
503-078 Baxter Rd/I-15 Interchange Study CIP074	512,400	-	512,400	0%	-	512,400
503-090 Bundy Canyon West - Widen & ATP CIP090	30,000	-	30,000	0%	-	30,000
503-092 Bundy Canyon Widening Sidewalks	42,000	400	41,600	1%	-	42,000
503-912 Palomar Widening CIP028	628,500	87,185	541,315	14%	-	628,500
503-913 Clinton Keith Widen CIP025	776,900	21,522	755,378	3%	-	776,900
<b>Total TUMF</b>	<b>4,771,000</b>	<b>356,713</b>	<b>4,414,287</b>	<b>7%</b>	<b>671,500</b>	<b>5,442,500</b>
<b>506-Highway Safety Improvement Program (HSIP) - Federal</b>						
506-088 Harvest Way/Bundy Canyon TS CIP088	27,000	-	27,000	0%	-	27,000
506-089 Traffic Signal Retrofits & Upgrd. CIP089	38,000	-	38,000	0%	-	38,000
<b>Total HSIP</b>	<b>65,000</b>	<b>-</b>	<b>65,000</b>	<b>0%</b>	<b>-</b>	<b>65,000</b>
<b>507-State Funded Capital Projects - Miscellaneous - State</b>						
507-051 Local Road Safety Plan CIP051	31,500	685	30,815	2%	-	31,500
507-909 Bundy Canyon CIP026 - CalOES Funding	-	-	-	-	409,400	409,400
<b>Total Miscellaneous State Funded Projects</b>	<b>31,500</b>	<b>685</b>	<b>30,815</b>	<b>2%</b>	<b>409,400</b>	<b>440,900</b>
<b>508-Local Capital Grants</b>						
508-909 Bundy Canyon Widening CIP026 RCTC	3,516,000	298,084	3,217,916	8%	-	3,516,000
<b>Total Local Capital Grants</b>	<b>3,516,000</b>	<b>298,084</b>	<b>3,217,916</b>	<b>8%</b>	<b>-</b>	<b>3,516,000</b>
<b>Non-GF Funds Total:</b>						
	<b>\$18,024,600</b>	<b>\$2,283,510</b>	<b>\$15,741,090</b>	<b>12.67%</b>	<b>1,381,600</b>	<b>\$19,406,200</b>
<b>Grand Total- All Funds</b>						
	<b>\$38,331,400</b>	<b>\$7,654,313</b>	<b>\$30,677,087</b>	<b>20%</b>	<b>\$ 1,971,500</b>	<b>\$ 40,302,900</b>

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2022**

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**TO:** Mayor and City Council Members

**FROM:** Robert Howell, Administrative Services Director  
James R. Riley, Project Consultant

**SUBJECT:** Award Services Agreement with HR Dynamics & Performance Management, Inc., Classification and Compensation Study

**STAFF REPORT**

**RECOMMENDATION:**

The Administrative Services Department recommends the City Council authorize the City Manager to enter into a Professional Services Agreement with HR Dynamics & Performance Management, Inc. to perform a Classification and Compensation Study for the City of Wildomar

**DISCUSSION:**

The Administrative Services Department on December 14, 2021, issued a Request for Proposal (RFP) for a Classification and Compensation Study. The RFP was posted on the City's website and on Ebidboard.com.

The Administrative Services Department received four (4) proposals related to the Classification and Compensation Study during the RFP period. The criteria used to evaluate the proposals was as follows:

- Degree to which each submittal responds to the needs of the City and this request (responsiveness, preciseness, thoroughness, etc.).
- Evidence of the ability to provide service in a prompt, thorough and professional manner.
- Experience, professional credentials, reputation, and personalities of those who will be performing the study.
- Ability to complete the work within the time specified
- Qualifications of the firm, including but not limited to its similar experiences in City government studies and personnel assigned to the project
- Fee amount & structure

Based on the above criteria, staff is recommending HR Dynamics & Performance Management, Inc. be awarded a professional services agreement to perform the study. The firm is located in Riverside County, has lots of experience performing these studies and recently performed a similar study for the City of Eastvale which went through a similar transition from a contract based City to full-time City staff. This will be the first Classification and Compensation for the City since incorporation in 2008.

A copy of the proposal is included with this staff report. The estimated timeline to complete this study is May 31, 2022.

**FISCAL IMPACTS:**

The contract for these services is not to exceed \$53,625.00. Staff is requesting a one-time appropriation from the General Fund (Fund 100) to budgeted to cover the cost.

Submitted by:  
Robert Howell  
Administrative Services Director

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

- A. RFP-HR Dynamics & Performance Management, Inc.
- B. Agreement for Services with HR Dynamics & Performance Management, Inc.

**RESPONSE TO REQUEST FOR PROPOSALS (RFP) –  
CLASSIFICATION AND COMPENSATION STUDY**



**SUBMITTED BY:**

**HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.**

**RHONDA D. STROUT-GARCIA, PRINCIPAL  
CONSULTANT**

**JANUARY 13, 2022**





January 12, 2022

James Riley, Project Consultant  
City of Wildomar  
23873 Clinton Keith Rd., Suite 201  
Wildomar, CA 92595

Subject: Classification and Compensation Study Proposal

Dear Mr. Riley,

HR Dynamics & Performance Management, Inc. (HRDPM) is pleased to submit a proposal in response to the City of Wildomar's RFP for a Classification and Compensation Study.

Please find enclosed all the components requested in accordance with the RFP, including:

- Documentation which demonstrates HRDPM's responsiveness to the needs of the City and ability to provide the requested services in a prompt, thorough and professional manner;
- Documentation which demonstrates the professional credentials and reputation of the HRDPM consultant who will be performing the study;
- Qualifications of HRDPM, including but not limited to, its similar experiences in City government studies and personnel assigned to the project.

HR Dynamics & Performance Management is prepared to commit full-time to the completion of the City's Study in an expedited manner in order to meet the City's deadline of May 31, 2022, should it be awarded the contract.

The terms of the proposal are binding for a term of 90 days from the date of submittal to the City.

It would be a pleasure to work with you and the City staff in the conduct of this important study. If any additional information is needed, please do not hesitate to contact me at (951) 905-0025.

Kind regards,

*/Rhonda D. Strout-Garcia/* (Electronic Signature)

Rhonda D. Strout-Garcia  
Principal Consultant, HRDPM

**HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.**  
**PROPOSAL FOR PROFESSIONAL**  
**HUMAN RESOURCES CONSULTING SERVICES**



**CITY-WIDE CLASSIFICATION/COMPENSATION AND  
WORKFORCE PLANNING STUDY**

**January 13, 2022**

HR Dynamics & Performance Management, Inc. is pleased to submit a proposal in response to the City of Wildomar's need for professional Human Resources Consulting Services in the areas of Classification, Compensation and Workforce Planning.

**The Company**

HR Dynamics & Performance Management (HRDPM) has been in business since 2002 as a full-service management and human resources consulting firm; and has provided various human resources, organizational development, and executive recruitment services to numerous public, private and non-profit clients.

The firm consists of two (2) Principal Consultants. As a small firm, the consultants are able to provide high quality services and competitive pricing. HRDPM consultants are seasoned and accomplished public sector professionals with over 60 years combined experience in Human Resources and Municipal Management.

The consultants are regularly engaged in work projects, and have a robust list of current and past clients; however as an ethical practice, the consultants only accept a limited number of projects at any given time for work that they can fully commit to, ensuring that each client receives the highest level of service and quality results. To ensure the highest quality of work, the consultants perform all activities personally. Further, the consultants remain accessible and highly responsive to their clients ensuring the ultimate level of satisfaction. HRDPM is available, and prepared to accept and commit to this assignment.

Principal Consultant Rhonda Strout-Garcia is uniquely qualified to perform the desired work having performed workforce development, classification, and compensation services for numerous municipalities and water districts. Relevant to the City's RFP, HR Rhonda has specific expertise in:

- conducting comprehensive Classification and Compensation Studies and systems;
- analyzing the City's labor market and making recommendations as to a list of comparable agencies from which to collect data;
- schematics of occupational job series groups and job classes;

- developing job descriptions compliant with ADA and EOE;
- conducting FLSA analyses and recommendations;
- conducting studies of independent contractor vs. employee status and recommendations;
- serving as an independent third-party in the review of appeals from employees and writing final determination notices;
- developing comprehensive reports, recommendations and implementation plans; presenting results to various employee groups and stakeholders;
- conducting organization-wide operational studies including reorganizations for efficiency and effectiveness;
- conducting workforce planning and recommending 5-year projected ideal staffing plans; and
- conducting organizational training, coaching and mentoring in the implementation of study results.

In addition, Rhonda has conducted numerous classification, compensation, and workforce development studies in her professional public sector career while serving as a human resources professional (Principal Analyst/Manager and HR Director for a local large municipality), and has taught college level courses in human resources management, benefits administration, and classification and compensation.

With a unique hands-on and customized approach to client services, HR Dynamics & Performance Management has prepared a proposal in order to address the City's current needs for human resources consulting services.

Website: [HRDPM.Com](http://HRDPM.Com) Email: [Rhonda@HRDPM.Com](mailto:Rhonda@HRDPM.Com)

## The Scope

The following elements are proposed to be included in the scope of work, based on the City's desired outcomes as included in the Request for Proposals (RFP):

- 1) Evaluate, through job analyses, all current positions and employees (up to 45), and develop a new Classification Plan. Conduct individual interviews with each employee and/or group interviews for those employees holding the same job title.
- 2) Identify areas in which the development of career ladders would be of value to the City for succession planning, organizational growth, and retention of employees. Such career ladders, within certain job families, would include clearly defined levels of work including experience, skills, and complexity of work; and require achievement of certifications or other competencies.
- 3) Update all City job descriptions, and develop new job descriptions for additional proposed classifications for future use, including the City's current job classes, up to 50 including those newly proposed. Recommend a new job description format/template to be used for all job descriptions, and include appropriate language for ADA/EOE compliance.
- 4) Allocate employees into the newly developed structure. Recommend reclassifications for employees as appropriate, based upon the job analyses and a substantive change in duties and responsibilities through evolution of the position

and the City's needs. Provide individual employee notices of classification study results and proposed recommendations. Submit an Executive Summary Classification Study Report.

- 5) Conduct an employee feedback process. Consider any new information provided by employees who disagree with the findings related to their positions, and prepare final responses to those employees.
- 6) Evaluate existing contract employees to determine whether they meet the independent contractor test as defined in the Borello case (used by CalPERS), and AB5 legislation; recommend new classifications for those positions that should be added to the Classification Plan.
- 7) Evaluate all District classifications for appropriate FLSA designation and eligibility for exemption from over-time compensation.
- 8) Review the City's list of comparable agencies; validate current list and/or recommend a revised list. Recommend additional agencies to include where job matches are insufficient (less than four) in order to establish equitable compensation recommendations.
- 9) Discuss the City's compensation philosophy with the City Manager and/or City Council in order to define the City's desired position (lead, lag or match) in the labor market, and the percentage to be utilized e.g. 50<sup>th</sup> percentile (match), 30<sup>th</sup> percentile (lag), or 95<sup>th</sup> percentile (lead) for the comparative analysis using "base salary."
- 10) Conduct a salary and benefit survey for all proposed classifications and/or determined "benchmarks" within new job families/series in the new Classification Plan. Evaluate the City's position in the labor market consistent with the City's compensation philosophy for "base salary" and "total compensation." Benefit survey to include those items which are most common and costly to all agencies including City-paid contributions to health/dental/vision, retirement, deferred compensation, and longevity pay.
- 11) Prepare an executive summary compensation study report including the analysis of the labor market results for both base pay and total compensation. Make recommendations and provide an implementation strategy to ensure the lowest financial impact on the City's operations and budget. Present study results to City Manager, employee groups, and other stakeholders.
- 12) Provide coaching/mentoring to the City's designee in training and implementing the Compensation Study results, and in maintaining the plan/system.
- 13) Conduct a workforce needs assessment and make recommendations to include review of the over-all organizational structure for the short term and long term (5 years out) and recommendations for future growth (including departments/divisions/work units) and staffing levels assigned to each area. The process will include evaluation and feedback related to perceived areas that may lend themselves to greater efficiencies through improvements in work processes, tools, and/or technology. This component shall be included as part of individual employee job evaluation interviews.



## The Methodology

### ***Phase I – Classification Study/Workforce Assessment***

1. Conduct project planning meeting with the City Manager, or designee, to review scope of work and time-line.
2. Obtain the City's current job descriptions in electronic format; organizational chart(s), salary schedule, MOU, Personnel Rules and Regulations.
3. Prepare customized job analysis questionnaires for each employee. Questionnaires shall include a section for supervisory review.
4. Conduct employee orientation session(s) to provide an overview of the Classification and Compensation Study process, and to distribute questionnaires. Provide instruction on the completion of the questionnaires and respond to questions.
5. Employees to complete questionnaires, and supervisors to review and comment prior to submittal to consultant; City's designee shall collect and inventory all questionnaires and submit to consultant.
6. Conduct meeting with City Manager or designee concerning future workforce needs.
7. Receive and review employee completed questionnaires and supervisory comments; prepare specific questions for the job evaluation interviews to be conducted with employees to include the workforce planning component (addressing current and future staffing needs, and areas that lend themselves to efficiencies and greater effectiveness).
8. Conduct individual and group interviews (approximately 45-60 minutes each in length for approximately 40 employees). Interviews shall include discussions related to workload, workforce staffing needs, and opportunities for efficiencies. Analysis will also include review of FLSA designation (over-time exemption or eligibility).
9. Conduct interviews with department heads and managers as necessary to discuss individual employee questionnaires, workforce planning, and to clarify subordinate employee job requirements and expectations.
10. Conduct interviews with current contract staff to evaluate independent contractor status per regulatory requirements.
11. Review and evaluate job analysis questionnaires and interview notes; analyze for knowledge, skill, ability, education and experience relevance, hierarchical consistency, conformity with ADA language relative to essential job functions (including physical requirements); develop classification recommendations (add new classes, delete, consolidate, title change, and/or reclassify).
12. Consider and evaluate opportunities to create career ladders in areas that lend to this approach.
13. Discuss and finalize job description format (template) with the City; develop new ADA compliant job descriptions for all classes included in the study (up to 50 job classes); prepare class specifications to include definitions, purpose, distinguishing characteristics, supervision received and exercised, position duties/essential functions, special requirements including licensing and certification requirements, physical requirements, and career ladder.

14. Develop recommended employee allocations to the new Classification Plan/structure.
15. Prepare and present executive summary Classification Study Report to the City Manager including the proposed changes to the Classification Plan and employee allocation recommendations. Study Report to include FLSA determinations, and determinations related to individual existing contracts for independent contractors.
16. Summarize findings related to interview process and perceived workforce needs, as well as areas in which efficiencies can be gained. Prepare and present executive summary report and 5-year growth plan to City Manager.
17. Coordinate and facilitate feedback to employees relative to the recommendations for individual positions; prepare individual employee notices. Conduct feedback process in order to address employee concerns. Finalize job descriptions and submit to the City in electronic format. Finalize employee allocations, recommendations and the Classification Plan.
18. Identify individual and benchmark classes for inclusion in the Compensation Survey.

<b><i>Phase II – Base Salary and Total Compensation Survey</i></b>
1. Review the City's list of comparable agencies; evaluate and make recommendations for any changes, additions or deletions; consider the District's labor market, geographic area, comparable size and services; discuss recommendations with the City Manager and finalize list. Survey to include a range of 9-11 comparable agencies.
2. Collect preliminary data from the comparable agencies for the individual and benchmark classifications including salary schedules, job descriptions, MOUs and personnel rules and regulations. Identify web-site availability of these items, or the need to request these items from the agencies. Consultant shall extract data from an average of <u>55+ MOU's</u> , assuming that each agency has approximately 5 bargaining units.
3. Discuss the City's compensation philosophy with the City Manager and City Council as deemed appropriate; discuss recruitment and retention issues; determine whether the City desires a position of "lead, lag or match" in the labor market and the relative percentage at which to compare (e.g. 50 <sup>th</sup> percentile or average).
4. Develop the salary survey instrument and job summary descriptions based on new job descriptions for designated individual and benchmark classes. Salary survey to include up to 40 job classes.
5. Develop benefit survey instrument to include key benefits common to all agencies and the most costly items. Benefits to include City-paid contributions to health/dental/vision, retirement, deferred compensation, and longevity pay.
6. Contact established comparison agencies to obtain support for salary and benefit survey participation to identify key contact person.
7. Conduct follow-up with comparison agencies to obtain requested data and to ensure comparability of job matches; extract data from documentation provided by agencies and obtained online, as required.
8. Compile and analyze salary survey data and compute market averages.

9. Compare City's salary and benefit structure to the market averages; prepare base salary and total compensation survey report and summary overview describing results.
10. Recommend salary adjustments based on external survey results and internal salary relationships taking into consideration structural changes needed for internal alignment, and desired market positioning for competitiveness.
11. Prepare and present preliminary executive summary Compensation Study report to the City Manager.
12. Prepare and present final report to employee groups, City Council, and other stakeholders as determined by the City Manager.
13. Recommend an implementation strategy based upon the lowest financial impact on the City's operating process and budget.
14. Assist the City's designee and HR staff in training and implementing the recommendations of the final report, and in the maintenance of the plan.

### **Proposed Time Schedule**

The comprehensive classification/compensation study with workforce assessment is proposed in an expedited manner in order to meet the City's requirement for work to be completed no later than May 31, 2022. A seven week timeline will allow for appropriate employee and management participation and feedback for a successful result. The proposal includes two (2) phases: 1) Classification Study/Workforce Assessment, 2) Compensation Study. ***Should HRDPM be awarded this Study, HRDPM shall dedicate full-time to the completion of the project during this timeframe identified below to complete work by the due date.***

#### **Phase I Timeline – February 13 – April 1, 2022 (7 Weeks)**

**Tasks:** Project Planning, Orientation, Job Evaluation Questionnaires, Interviews, Job Evaluations/Descriptions and FLSA Determinations, Independent Contractor Evaluations, Career Ladders, Employee Allocations, Findings/Recommendations, Draft Report, Feedback Process (Notices to Employees)

#### **Phase II Timeline – April 4 – May 6, 2022 (4-5 Weeks)**

**Tasks:** Complete Employee Feedback Process, Recommend and Finalize Comparable Agencies, Collect Preliminary Data, Discuss Compensation Philosophy, Develop Salary/Benefits Survey Instrument and Data Collection Template, Contact Comparison Agencies, Compile and Analyze Salary and Benefit Data, Recommend Salary Recommendations based on External and Internal Salary Relationships; Prepare Draft Report and Implementation Strategy; Assist the City with Implementation Recommendations and Process for Plan Maintenance.

<b><i>Partial Client List for Classification/Compensation Studies</i></b>
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- **Beaumont Cherry Valley Water District**
  - ✓ Select Classifications and Salary Surveys
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Sabrina Foley – HR Coordinator - (951) 755-8812, [Sabrina.foley@bcvwd.org](mailto:Sabrina.foley@bcvwd.org)
- **City of Alhambra**
  - ✓ City-wide FLSA Study
  - Contact: Mariam Lee Ko - (323) 842-4128, [mko@cityofalhambra.org](mailto:mko@cityofalhambra.org)
- **City of Bell**
  - ✓ Select Classifications – Job Analyses and Salary Surveys
  - ✓ Multiple Projects/Years
  - ✓ Contact: Sergio Ibarra, HR Director - (323) 923-2613, [sibarra@cityofbell.org](mailto:sibarra@cityofbell.org)
- **City of Calimesa**
  - ✓ City-wide Compensation Survey
  - ✓ Contact: Bonnie Johnson, City Manager - (909) 215-4307, [bjohnson@cityofcalimesa.net](mailto:bjohnson@cityofcalimesa.net)
- **City of Colton**
  - ✓ Departmental Classification/Compensation Study - Utilities
  - ✓ Contact: Anthony Arroyo, HR Director (Currently in Chino) - (909) 334-3381
- **City of Covina**
  - ✓ Departmental Reorganizations /Classification/Compensation Study - Public Works and IT
  - ✓ Contact: Anthony Arroyo, HR Director (Currently in Chino) - (909) 334-3381, [aarroyo@cityofchino.org](mailto:aarroyo@cityofchino.org)
- **City of Cudahy**
  - ✓ City-wide Classification/Compensation Study
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Jennifer Hernandez, HR Manager (currently HR Director in Lawndale) - (323) 630-0063
- **City of Eastvale**
  - ✓ City-wide Classification/Compensation Study
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Angelica Zepeda, Talent Manager - (714) 356-6396, [azepeda@eastvaleca.gov](mailto:azepeda@eastvaleca.gov)

- **City of Lynwood**
  - ✓ Select Classifications - Job Analyses and Salary Surveys
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Haydee Sainz (currently HR Director at West Valley Water District) – (909) 875-1804
- **City of Rialto**
  - ✓ Departmental Reorganizations, Job Analyses, and Salary Surveys
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Rod Foster, City Manager (Retired), current HR & Risk Management Director, Scott Pilch – (909) 820-8063, [spilch@rialto.ca.gov](mailto:spilch@rialto.ca.gov)
- **City of Rosemead**
  - ✓ City-wide Total Compensation Survey
  - ✓ Contact: Brad McKinney, Assistant City Manager (currently with San Dimas) - (909) 394-6210
- **City of South Pasadena**
  - ✓ City-wide Total Compensation Survey
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Mariam Lee Ko, HR Manager (Currently HR Director with City of Alhambra) - (323) 842-4128; current HR Director - Belinda Varela - (626) 403-7200, [bvarela@southpasadenaca.gov](mailto:bvarela@southpasadenaca.gov)
- **City of Yorba Linda**
  - ✓ City-wide Compensation Survey
  - ✓ Contact: David Albaugh, HR Director (714) 961-7104, [dalbaugh@yorbalindaca.gov](mailto:dalbaugh@yorbalindaca.gov)
- **East Valley Water District**
  - ✓ District-wide Classification/Compensation Study
  - ✓ Contact: N/A - General Manager (Retired)
- **Elsinore Valley Municipal Water District**
  - ✓ District-wide Clerical Study - Reorganization, Classification/Compensation
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Jennifer Dancho, HR & Safety Manager (951) 674-3146 x 8212, [jdanco@evmwd.net](mailto:jdanco@evmwd.net)
- **Mission Springs Water District**
  - ✓ District-wide Classification/Compensation Study
  - ✓ Conducted Multiple Projects Over Several Years
  - ✓ Contact: Arden Wallum, General Manager (760) 275-2068. [awallum@mswd.org](mailto:awallum@mswd.org)

- **San Bernardino Municipal Water District**
  - ✓ District-wide Compensation Surveys, and Numerous Departmental, Executive, and Misc. Job Analyses and Salary Surveys
  - ✓ Conducted Multiple Projects Over Several Years
  - ✓ Contact: Robin Ohama, Assistant General Manager (909) 384-7210, [Robin.Ohama@sbmwd.org](mailto:Robin.Ohama@sbmwd.org)
- **West Valley Water District**
  - ✓ District-wide Classification/Compensation Study, and Misc. Job Analyses and Salary Surveys)
  - ✓ Conducted Multiple Projects over Several Years
  - ✓ Contact: Mitch Curtis, HR Manager (Retired)

<b><i>Distinguishing Characteristics and Key Values of the Firm</i></b>
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Some of the key factors that set us apart from our competitors are listed below. We offer a number advantages over large firms:

- As a small firm, we take on ***a limited number of projects at a time***, in which to focus on the needs of the client and complete projects *on schedule*.
- We are collaborative, flexible, and accommodating, and ***will always put the relationship with the client first***.
- We are ***highly responsive and accessible*** to clients, employees, and candidates including evenings and weekends; and provide a level of personal interaction that is meaningful and memorable.
- We do not use “canned” work products. ***Every assignment is unique and customized*** to meet the client’s needs.
- ***We do the work ourselves***. We will not only serve as project lead, but will also conduct all aspects of the work personally including interviews, field visits, data collection, analysis, report writing, presentations, and recommendations.
- We have a combined unique background that includes extensive managerial experience in the public sector. ***We understand your work***, and are therefore able to effectively evaluate the skills and qualifications of candidates and provide good job matches.
- We provide ***extensive and detailed data collection and analysis***, specific to the outcomes that the client desires to achieve.
- We are ***well connected and have extensive relationships*** from which to draw upon in obtaining information from other agencies.
- We ***meet project schedules*** and established deadlines, within budget.
- We make a ***strong personal commitment*** to the organization to provide a thorough process that will achieve the intended outcomes.

- We utilize our own practical **experiences and knowledge of the industry** in making realistic and viable recommendations to solving staffing and operational issues.
- We have **a high degree of repeat clients**, due to client satisfaction with services and results.

### Insurances

HR Dynamics & Performance Management holds the following insurances, consistent with the City of Wildomar's requirements:

- Commercial General Liability – 2 Million
- Automobile Liability – 1 Million

HR Dynamics & Performance Management **does not hold** Workers' Compensation Insurance as the firm consists of two partners/owners, and has no employees; as such the firm is not required to have Workers' Compensation insurance.

Further, HR Dynamics & Performance Management **does not hold** Professional Liability Insurance; however the firm agrees to the City's proposed Professional Services Agreement hold harmless language. HR Dynamics & Performance Management has a stellar record of performance, and a substantial list of prior clients which can be verified.

### Proposed Professional Services Agreement

HR Dynamics & Performance Management has reviewed the City's proposed Professional Services Agreement with no proposed changes.

### Dedicated HRDPM Project Consultant to City of Wildomar

HR Dynamics & Performance Management shall assign Rhonda Strout-Garcia to serve as the dedicated Project Consultant, in which she will manage and personally perform all aspects of the work as defined in this proposal. Ms. Strout-Garcia's qualifications are as follows:

#### **Rhonda D. Strout-Garcia Bio**

Rhonda's experience includes over 35 years of professional human resources management experience in the public sector having ultimately served for nine years as Human Director for a large and complex municipality with 2500 employees and 16 bargaining units, serving a population of over 330,000. Additionally, Rhonda has over 20 years of experience as a Human Resources Consultant and successful business owner serving public, private and non-profit entities.

Rhonda received her Master's Degree in Human Resources Management from Chapman University, and a Bachelor's Degree from Southern Illinois University in Workforce Education and Development. She has also served as an adjunct professor at California State University San Bernardino (CSUSB) and at the University of California – Riverside (UCR) Extension - teaching courses in Human Resources Management, and has been active in various professional associations.

Rhonda uses her broad background to help organizations achieve optimum organizational effectiveness. She has specific and extensive expertise in the area of Classification and Compensation including various aspects involving evaluating and developing organizational structures, career ladders, salary plans, and job descriptions; conducting job evaluations and systems analysis for efficiency and effectiveness; developing recognition, incentive, and reward programs; evaluating salary, benefits, and total compensation; establishing labor market comparison agencies based on sound criteria; and making recommendations consistent with best practices and current trends. Additionally, Rhonda has direct experience in conducting executive recruiting, organizational climate and staffing studies; executive, supervisory and employee coaching and mentoring; team building and conflict resolution; strategic planning; and in developing policies, procedures, and employee handbooks. An additional area of expertise is in conducting Human Resources assessments for both compliance and best practices. Rhonda is adept at assessing organizational issues and developing successful interventions and strategies, and in identifying staff development needs to enhance team cooperation, communication, and optimal performance.

Exceptionally organized and resourceful, Rhonda brings highly effective customized approaches to assessing organizational issues and concerns. She is effective at recommending viable solutions and in developing an action-oriented approach to achieving the organization's objectives.

#### **Fees for Services**

HR Dynamics & Performance Management proposes a total fixed fee of which is estimated at 429 hours of work over a seven-eight week period with work completed no later than May 31, 2022. This represents a *reduced fee* from the consultant's regular hourly rate of \$145/hour to provide value to the City in the conduct of a large and comprehensive study with multiple components. Value is also provided to the City in that the consultant will provide coaching/mentoring to the City's Human Resources staff, and share proprietary approaches to the process so that staff are able to maintain the City's new Classification and Compensation Plan internally in the future.

Phase I - Estimated hours: 289 @ \$125/hour = \$36,125  
Phase II - Estimated hours: 140 @ \$125/hour = \$17,500

429 Hours      TOTAL = \$53,625



**HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.**

*Henry T. Garcia, Principal Consultant  
Rhonda D. Strout-Garcia, Principal Consultant*

*Premier Consulting Services provided by Seasoned Public Sector Professionals  
Customized to Meet the Client's Needs*



# **AGREEMENT FOR SERVICES**

**By and Between**

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

**and**

**HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.  
a California Corporation**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE CITY OF WILDOMAR, CALIFORNIA  
AND  
HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.**

This Agreement for Services ("Agreement") is entered into as of this 9th day of February 2022 by and between the City of Wildomar, a municipal corporation ("City") and HR Dynamics & Performance Management, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one-year commencing on the date first ascribed above.

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

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

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

### **SECTION 3. ADDITIONAL SERVICES.**

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

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed fifty three thousand six hundred twenty five dollars (\$53,625), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

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

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

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

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

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

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

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

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

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

## **SECTION 8. INDEPENDENT CONTRACTOR.**

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

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to a concern the result of Service Provider's provision of service and not the means, methods, or

scheduling of the Service Provider's work. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

## **SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

## **SECTION 11. PREVAILING WAGE LAWS**

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

## **SECTION 12. NONDISCRIMINATION.**

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

## **SECTION 13. UNAUTHORIZED ALIENS.**

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

## **SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

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

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

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

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

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

## **SECTION 16. INDEMNIFICATION.**

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

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service



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

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

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

## **SECTION 17. INSURANCE.**

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

## **SECTION 18. ASSIGNMENT.**

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

performance of its duties pursuant to this Agreement, may utilize sub-contractors.

#### **SECTION 19. CONTINUITY OF PERSONNEL.**

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

#### **SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

#### **SECTION 21. DEFAULT.**

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

## **SECTION 22. EXCUSABLE DELAYS.**

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

## **SECTION 23. COOPERATION BY CITY.**

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

## **SECTION 24. NOTICES.**

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

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

To Service Provider: HR Dynamics & Performance Management, Inc.  
Attn: Rhonda D. Strout-Garcia, Owner  
461 Green Orchard Place  
Riverside, CA 92506

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

## **SECTION 25. AUTHORITY TO EXECUTE.**

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

## **SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

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

## **SECTION 27. BINDING EFFECT.**

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

## **SECTION 28. AMENDMENT.**

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

## **SECTION 29. WAIVER.**

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

## **SECTION 30. LAW TO GOVERN; VENUE.**

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

## **SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

### **SECTION 32. ENTIRE AGREEMENT.**

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

### **SECTION 33. SEVERABILITY.**

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

### **SECTION 34. CONFLICTING TERMS.**

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

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

**CITY OF WILDOMAR**

---

Dan York  
City Manager

**ATTEST:**

---

Janet Morales  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	_____

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
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<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

See attached HR Dynamics & Performance Management, Inc. proposal.

**EXHIBIT "B"**  
**COMPENSATION**

Cost for Classification & Compensation Study not to exceed \$53,625.

## **Exhibit C**

### **Insurance Requirements**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

## **Other Insurance Provisions**

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

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

## **Primary Coverage**

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

## **Notice of Cancellation**

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

## **Waiver of Subrogation**

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

## **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Special Risks or Circumstances**

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

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item # 3.5**  
**CONSENT CALENDAR**  
**Meeting Date: February 09, 2022**

---

**TO:** Mayor and City Council Members

**FROM:** Daniel Torres, Community Services Director

**SUBJECT:** Updated 2022 Parks and Community Services Special Events Calendar

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the updated 2022 Special Events Calendar

**BACKGROUND/DISCUSSION:**

Annually the Community Services Department developed a list of Special Events that are to be held during the calendar year. The special events consist of General Fund and Non-General Fund events. The events are recommended for approval for the current fiscal year with events planned during the next fiscal year will be recommended for funding during the biennial budget request.

The special events calendar for 2022 was presented to council during the December 15, 2021, City Council Meeting. The updated calendar for the 2022 Special Events reflects the following changes:

- The addition of (2) two Astronomy Nights – April 23<sup>rd</sup>, August 20<sup>th</sup>
- Change the date of the Health Fair from May 21<sup>st</sup> to April 30<sup>th</sup> in alignment with the Temporary Event for the ASL 5k & 10k Run to provide the community with a more robust event.
- The partnership with RSO and the cities of Lake Elsinore and Canyon Lake for the National Night Out – August 2<sup>nd</sup>

The addition of Astronomy Night is continuing to incorporate and utilize the city's dark sky which are favorable for astronomy. The April event is funded for FY21/22. The City will be in conjunction with Vitality Zone Temporary Event Permit for the ASL 1K, 5k, and 10K Run. The City will fulfill the Application for the No Fee Access Permit from RCFC. The City's Public Works department and Vitality Zone will coordinated on the traffic plan and run route from an approved Temp Event Permit. If for some reason the Temporary Event is not approved, the City will proceed with the scheduled Health Fair.

National Night Out is an annual community building campaign that is geared to enhance relationships between law enforcement and the neighborhoods they serve. It provides great opportunity for interaction with local police under positive circumstances. The

National Night Out is held on the first Tuesday of August every year. The City will be partnering and developing a Tri-City event. This enhanced outreach approach between neighboring cities and our local law enforcement will assist in bringing back a true sense of community.

**FISCAL IMPACT:**

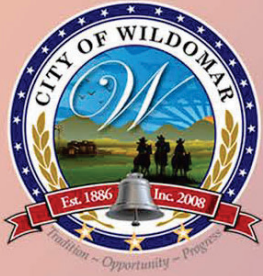
None at this time.

Submitted by:  
Daniel Torres  
Community Services Director

Approved by:  
Dan York  
City Manager

**ATTACHMENTS:**

2022 Parks and Community Services Special Events Calendar



*City of Wildomar Presents*  
**Spring Special Events 2022**

**APRIL 9th**  
At Marna O'Brien Park

**APRIL 9th**  
At Marna O'Brien Park

**APRIL 23<sup>RD</sup>**  
At Marna O'Brien Park

**APRIL 30th**  
At Marna O'Brien Park

**MAY 30th**  
At the Wildomar Cemetery

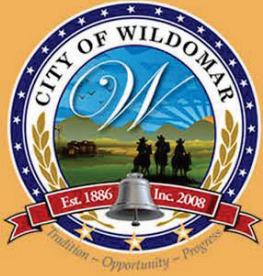
**JUNE 4th**  
At Windsong Park

**TBD**  
At Marna O'Brien Park



For more information contact Daniel Torres at  
[dtorres@cityofwildomar.org](mailto:dtorres@cityofwildomar.org) or 951-677-7751 x221





# *City of Wildomar Presents* Summer Special Events 2022

**JUNE 25<sup>th</sup>–26<sup>th</sup>**  
At Marna O'Brien



**JULY 9<sup>th</sup>**  
At Marna O'Brien



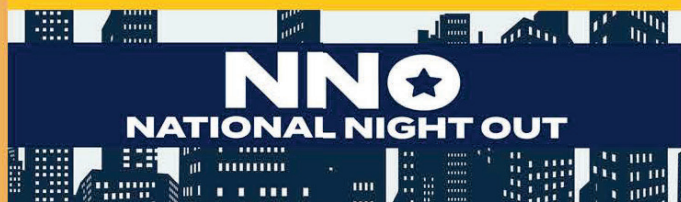
**TBD**  
Storm Stadium



**JULY 23<sup>rd</sup>**  
At Marna O'Brien



**AUGUST 2<sup>nd</sup>**  
At Marna O'Brien



**AUGUST 6<sup>th</sup>**  
Wildomar Little League



**AUGUST 20<sup>th</sup>**  
At Marna O'Brien



**SEPTEMBER 17<sup>TH</sup>**  
At Marna O'Brien



For more information contact Daniel Torres at  
[dtorres@cityofwildomar.org](mailto:dtorres@cityofwildomar.org) or 951-677-7751 x221





*City of Wildomar Presents*

# Fall Special Events 2022

**OCT 29<sup>th</sup>**

At Marna O'Brien Park



**TRUNK  
OR TREAT**

**NOV 11<sup>th</sup>**

At Marna O'Brien Park

**VETERANS DAY**



**DEC 10<sup>th</sup>**

TBD



**Breakfast  
With  
Santa**

For more information contact Daniel Torres at  
[dtorres@cityofwildomar.org](mailto:dtorres@cityofwildomar.org)

**WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
JANUARY 12, 2022**

**CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

The Regular meeting of January 12, 2022, of the Wildomar Cemetery District was conducted pursuant to Assembly Bill 361, through a hybrid format of in-person at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and virtual attendance via videoconferencing, and was called to order by Chair Benoit at 8:41 p.m.

District Roll Call showed the following:

**Members in attendance:** Trustees Moore, Nigg, Swanson, Vice Chair Morabito, Chair Benoit.

**Members absent:** None

Staff in attendance: Assistant General Manager York, District Counsel Jex, Clerk of the Board Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Cemetery District Manager Torres, Development Manager Stadnik.

**PUBLIC COMMENTS**

There were no public comments.

**BOARD COMMUNICATIONS**

There were no board communications.

**APPROVAL OF THE AGENDA AS PRESENTED**

There were no changes to the agenda as presented.

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Trustee Moore seconded by Vice Chair Morabito, to approve the Consent Calendar.

**MOTION** carried, 5-0, by the following vote:

YEA:	Moore, Nigg, Swanson, Vice Chair Morabito, Chair Benoit
NAY:	None
ABSTAIN:	None

ABSENT: None

**4.1 Minutes – December 15, 2021 Adjourned Regular Meeting**

Approved the Minutes as presented.

**4.2 Warrant Register**

Approved the following:

1. Warrant Register dated 12-09-2021 in the amount of \$1,315.61.
2. Warrant Register dated 12-16-2021 in the amount of \$660.91.
3. Warrant Register dated 12-22-2021 in the amount of \$1,109.44.

**4.3 Treasurer's Report**

Approved the Treasurer's Report for November 2021.

**5.0 PUBLIC HEARINGS**

There were no items scheduled.

**6.0 GENERAL BUSINESS**

There were no items scheduled.

**GENERAL MANAGER REPORT**

There was no report given.

**FUTURE AGENDA ITEMS**

There were no future agenda items added.

**ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING**

There being no further business, Chair Benoit declared the meeting adjourned at 8:42 p.m.

Submitted by:

Approved by:

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Janet Morales, CMC  
Clerk of the Board

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Ben J. Benoit  
Chair

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.2**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

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**TO:** Chairperson and Members of the Board of Trustees  
**FROM:** Robert Howell, Administrative Services Director  
**SUBJECT:** Warrant Register

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 01-06-2022 in the amount of \$1,284.27.
2. Warrant Register dated 01-20-2022 in the amount of \$7.83.
3. Warrant Register dated 01-27-2022 in the amount of \$1,670.21.

**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 2021/22 Budget.

Submitted by:  
Robert Howell  
Administrative Services Director

Approved by:  
Dan York  
General Manager

**ATTACHMENTS:**

Voucher List 01/06/2022  
Voucher List 01/20/2022  
Voucher List 01/27/2022

**Voucher List**  
**City of Wildomar**

Page: 1

01/06/2022 12:17:32PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214569	1/6/2022	001736 BEAVERS, RICKY LYNN	121521		SELLING BACK PLOT - MOVING OUT OF STATE	450.00
<b>Total :</b>						<b>450.00</b>
214570	1/6/2022	000367 CINTAS CORPORATION	4105385846		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
			4106055456		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
<b>Total :</b>						<b>188.06</b>
214571	1/6/2022	000941 FRONTIER	121921		12/19/21-01/18/212 CEMETERY VOICE/INTERN	65.98
<b>Total :</b>						<b>65.98</b>
214572	1/6/2022	000186 RIGHTWAY	295864		12/20/21-01/16/22 CEMETERY RESTROOM MAIN	411.25
<b>Total :</b>						<b>411.25</b>
214573	1/6/2022	001101 SIGNS BY TOMORROW	27975		CORRUGATED PLASTIC SIGNS	114.07
<b>Total :</b>						<b>114.07</b>
214574	1/6/2022	000790 SPARKLETTS	10122		THROUGH 01/01/22 DRINKING WATER - CEMETE	54.91
<b>Total :</b>						<b>54.91</b>
<b>6 Vouchers for bank code : wf</b>						<b>Bank total : 1,284.27</b>
<b>6 Vouchers in this report</b>						<b>Total vouchers : 1,284.27</b>



**Voucher List**  
**City of Wildomar**

Page: 1

01/27/2022 10:24:13AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214642	1/27/2022	000088 ACE HARDWARE	306364/3		CEMETERY DEPT SUPPLIES	49.11
			306380/3		CEMETERY DEPT SUPPLIES	105.96
					<b>Total :</b>	<b>155.07</b>
214643	1/27/2022	000367 CINTAS CORPORATION	4106662273		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
			4107355477		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
			4108025133		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
					<b>Total :</b>	<b>282.09</b>
214644	1/27/2022	000011 CR&R INC.	343105		JAN 2022 WASTE SVCS - 3 YD COMM. BIN & 2	345.54
					<b>Total :</b>	<b>345.54</b>
214645	1/27/2022	001338 DEANZA TERMITE & PEST CONTROL, INC	591957B		PEST CONTROL (NOV, 12/17/21 & 01/14/22)	75.00
					<b>Total :</b>	<b>75.00</b>
214646	1/27/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER C	11447511		11/16/21-12/17/21 CEMETERY WATER SERVICE	558.47
					<b>Total :</b>	<b>558.47</b>
214647	1/27/2022	000941 FRONTIER	11922		01/19/22-02/18/22 CEMETERY VOICE/INTERNE	65.98
					<b>Total :</b>	<b>65.98</b>
214648	1/27/2022	000094 STAUFFERS LAWN EQUIPMENT	273824		CEMETERY MAINTENANCE/REPAIR	14.07
			273950		CEMETERY EQUIPMENT	173.99
					<b>Total :</b>	<b>188.06</b>
7 Vouchers for bank code : wf						<b>Bank total : 1,670.21</b>
7 Vouchers in this report						<b>Total vouchers : 1,670.21</b>



**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.3**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2022**

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**TO:** Chairperson and Members of the Board of Trustees  
**FROM:** Robert Howell, City Treasurer  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Treasurer's Report for December 2021.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of December 2021.

**FISCAL IMPACT:**

None.

Submitted by:  
Robert Howell  
City Treasurer

Approved by:  
Daniel York  
General Manager

**ATTACHMENTS:**

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT  
TREASURER'S REPORT FOR  
CASH AND INVESTMENT PORTFOLIO  
December 2021**

**DISTRICT INVESTMENT**

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 267,053.65	\$ 267,053.65	\$ 267,053.65	100.00%	0	Variable
TOTAL	\$ 267,053.65	\$ 267,053.65	\$ 267,053.65	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 266,892.46	\$ -	\$ 161.19	\$ 267,053.65	Variable
TOTAL	\$ 266,892.46	\$ -	\$ 161.19	\$ 267,053.65	

TOTAL INVESTMENT	\$ 267,053.65
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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

*1/31/2022*

Date